

EMPLOYMENT AGREEMENT

This Employment Agreement (hereinafter referred to as the "Agreement"), dated _____ is by and between Me2Health LCC (DBA Hugo Health) (hereinafter referred to as the "Company") with its principal place of business in Guilford, Connecticut, and _____ (hereinafter referred to as the "Employee"), of Hugo Health.

WHEREAS the Company is engaged in the development, implementation, maintenance and sale of software and technology to businesses, government entities as well as individuals (hereinafter referred to as "Customers"); and

WHEREAS the Company may from time to time expand its operations and activities into other fields and is constantly on the alert to improve its present operations and activities; and

WHEREAS the Employee is now employed by the Company in the capacity of _____; and

WHEREAS the parties acknowledge that the Company's business is highly competitive and that the success of such a business is significantly dependent upon the creation and maintenance of goodwill and Customer relations; and

WHEREAS the parties further acknowledge that the creation and maintenance of goodwill is often the result of personal relations between employees of the Company and Customers and that the Employee will, as a result of his/her position with the Company, have access to the Company's Customers, Customers' product lists, and other information that is "Confidential" to the Company; and

WHEREAS the parties desire to protect the Company's investment that has been made to hire and train its highly skilled workforce as well as acquire and retain Customers by placing limitations on the Employee's activities upon termination of employment with the Company; and

WHEREAS the parties desire that this Agreement shall supersede any and all prior agreements relating to the subject matter hereof; and

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NOW, THEREFORE, in consideration of the Employee's employment and the continuation of such employment hereafter during times as it may be mutually agreeable to the Employee and the Company, the monetary remuneration received by the Employee from the Company for his/her services while employed by the Company, any business facilities placed at his/her disposal, any business supplies used by him/her and supplied by the Company, any business leads generated by the Company and the business knowledge or training given him/her by the Company, the Employee hereby agrees as follows:

1. The Employee's employment by the Company is "at will" and, as such, is free to resign at any time without reason. The Company, likewise, retains the right to terminate the Employee's employment at any time with or without reason or notice. No manual or any other document provided to the Employee is intended to be, nor should it be, construed as a guarantee that employment or any benefit will be continued for any period of time. The Employee understands, and agrees, the obligations in this Agreement will survive the termination of the Employee's employment by the Company.
2. The Employee authorizes the Company to notify others, including Customers of the Company and the Employee's future employers, of the terms of this Agreement and the Employee's responsibilities relating to the Agreement.
3. The Employee acknowledges and agrees that the obligations in this Agreement are special, unique and extraordinary, and therefore any breach of any term or provision of this Agreement shall be deemed material and shall be deemed to cause irreparable injury not properly compensable by damages in an action at law alone, and the rights and remedies of the Company hereunder may therefore be enforced both at law and in equity, by injunction or otherwise to enforce this Agreement. The Employee understands that the Company intends to enforce the terms of this Agreement and to seek appropriate injunctions or restraining orders, as well as monetary damages, should he/she violate this Agreement.
4. The Employee agrees that if any legal action or other proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the Company shall be entitled to recover reasonable attorney's fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

5. The Employee acknowledges that this Agreement shall be binding upon and defer to the benefit of the successors and permitted assigns of the Company. The Employee agrees that he may not assign any of his/her rights or delegate any of his/her obligations under this Agreement to any third party.
6. The Employee hereby agrees to adhere to the policies of the Company as established from time to time by the Board of Directors and to devote his/her time, attention and energy during normal business hours to the business of the Company. This Agreement does not prevent the Employee from personal trading in stocks, bonds, securities, real estate, commodities, or other forms of investment for his/her own account and for his/her own benefit.
7. Protection of Company upon Termination
 - (a) Customer Solicitation. The Employee agrees that if his/her employment with the Company should terminate at any time and for any reason, voluntarily or involuntarily for a period of **24 months** from that termination date he/she will not visit, call upon or contact, in any manner, directly or indirectly, any Customer of the Company if such call or contact furthers or attempts to further any business relationship which is competitive with the Company's business.

The Employee agrees that for a period of **24 months** after a termination date he/she will not induce any Customer of the Company to reduce such Customer's business with the Company or otherwise attempt to alter or interfere with such relationships between the Company and such Customer.

(b) Employee Solicitation. The Employee agrees that for a period of **24 months** after a termination date he/she will not, either directly or indirectly, solicit or attempt to solicit, divert or hire away any person employed by the Company.

(c) The Employee agrees, during the Employee's employment with the Employer, not to continue in any job, consulting work, directorship, or employment that may conflict with Employee's duties and responsibilities to Employer, without the written approval of senior management of the Employer.

The Employee further agrees that at any time after a termination date he/she will not disparage or attempt to disparage the Company, its employees or the services that the Company provides.

(d) Protection of Confidential Information. The Employee recognizes and agrees that it would be detrimental and damaging to the Company and its business if any of its Confidential Information or Trade Secrets became known to its competitors or Customers, present or future, and accordingly, the Employee agrees that he/she will not at any time during the term of his/her employment with the Company or at any time after the termination thereof, use for his/her personal benefit or for the benefit of his/her subsequent employers any of the Company's Confidential Information or Trade Secrets and will keep confidential

and will not divulge or disclose any of the Confidential Information or Trade Secrets of the Company to any other person, natural or corporate, except authorized personnel of the Company and such other persons as may be so authorized, to receive the same by the Company

"Confidential Information": means any and all information that is not generally known and that is proprietary to the Company, any of its Customers, Customer prospects, or other third parties to whom the Company may owe a duty to hold information received as confidential. Confidential information includes, without limitation, software, business plans, customer lists, financial information, marketing plans, promotional plans, or selling activities involving the Company. All information which the Employee shall have a reasonable basis to consider confidential or which is treated by the Company as confidential shall be presumed to be Confidential Information, whether originated by the Employee or by others. The Employee agrees that any Confidential Information acquired by him is the property of the Company.

"Trade Secret": means any compilation of information which is used by the Company and gives or could give the Company an opportunity to obtain an advantage over competitors who do not know or use it.

8. The Employee agrees to maintain records of his/her work in the manner prescribed by the Company, which records shall be the property of and retained by the Company.
 - (a) For on site employees: the Employee further agrees not to remove or cause to be removed any work from the premises of the Company, except in the furtherance of his/her duties hereunder, any record, document, file or information relating to the business of the Company, and immediately following any termination or at any other time at the request of the Company to promptly return such records, documents, files, and policies then in the Employee's possession.
 - (b) For remote employees: the Employee further agrees not to re remove or cause to be removed any work from their device, except in the furtherance of his/her duties hereunder, any record, document, file or information relating to the business of the Company, and immediately following any termination or at any other time at the request of the Company to promptly return such records, documents, files, and policies then in the Employee's possession.

9. The Employee understands and agrees that if any term or provision of this Agreement shall be invalid or unenforceable to any extent or in any application, then the remainder of this Agreement shall remain in full force and effect to the fullest extent permitted by law. The Employee additionally agrees that if any term or provision of this Agreement as herein expressed is too broad to permit enforcement of such term or provision to its full extent, then the Employee agrees and consents to the enforcement of such restriction to the maximum extent permitted by law.
11. The Employee agrees that this Agreement shall be binding upon and shall inure to benefit of the Company and its successors and assigns, including without limitation any Company or other organization which may acquire all or substantially all of the assets and business of the Company or with or into which the Company may be consolidated or merged.
12. The parties agree that failure to insist in any one or more instances upon the performance of any of the terms and provisions of this Agreement shall not be construed as a waiver or relinquishment of any right granted hereunder, or future performance of any such term or provision, and all terms and provisions of this Agreement shall continue in full force and effect.
13. The parties agree this Agreement shall be construed and enforced in accordance with the laws of the State of Connecticut. Additionally, the parties agree that any claim or question arising out of or relating to this Agreement shall be settled by arbitration in the State of Connecticut in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered may be entered in any court having jurisdiction thereof.
14. The Employee agrees that any notice to be given to the Employee hereunder shall be deemed sufficient if addressed to him/her in writing, mailed by certified mail, return receipt requested, to him/her at the Employee's last known address.
15. The Employee agrees that he/she has been advised to consult an attorney regarding any questions he may have regarding this Agreement, and that the employees and agents of the Company have not given him/her advice regarding the signing of this Agreement.

ACKNOWLEDGEMENTS. Employee acknowledges and agrees that:

- A. Employee's employment creates a relationship of confidence and trust between Employee and the Company with respect to the Proprietary Information, and Employee will have access to Proprietary Information (including but not limited to trade secrets) that would be valuable or useful to the Company's competitors;

. The Company's Proprietary Information is a valuable asset of the Company, and any violation of the restrictions set forth in this Agreement would cause substantial injury to the Company;

C. The restrictions contained in this Agreement will not unreasonably impair or infringe upon Employee's right to work or earn a living after Employee's employment with the Company ends; and

D. This Agreement is a contract for the protection of trade secrets under applicable law and is intended to protect the Proprietary Information (including trade secrets) identified above.

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In witness of this, the Employee and the Company have executed this Agreement as of the day and year first written above.

Employee:

Company:

Leslie Krumholz, CEO

Date

Date

Witnesses:

Date

Date

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