

**CLIENT FAMILY
CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (the "Agreement") is made and entered into effective on _____ 20__ (the "Effective Date"), by and between _____ (the "Client Family") and _____ (the "Nanny").

The Client Family and the Nanny agree as follows:

1. **Acknowledgement of Private Family Information.** The Nanny acknowledges that during his/her engagement with the Client Family, the Nanny will be exposed to the following secret, and confidential items that constitute the Client Family's private family information ("Private Family Information"): family members' medical histories and medical conditions, the Client Family's financial information, Client Family relationships and family dynamics, family passwords, and other matters related to the Client Family. **The Nanny expressly acknowledges that if the Private Family Information should become known by any individuals outside the Client Family, such knowledge would result in substantial hardship, loss, damage, and injury to the Client Family.**

2. **Nondisclosure of Private Family Information & Confidentiality.** The Nanny agrees that the Nanny will not, during the term of the Nanny's engagement with the Client Family or any time thereafter, directly or indirectly disclose the Client Family's Private Family Information to any entity or any person who is not a member of the Client Family or an employee of Nannies On The Go! The Nanny hereby agrees that she/he: (i) shall not, directly or indirectly, disclose any Private Family Information in any way and (ii) shall limit access to Private Family Information solely to those persons or entities to whom such disclosure is expressly permitted by this Agreement. Nothing herein is intended, nor shall it, grant Nanny any ownership rights to the Private Family Information and, to the extent that Nanny actually owns any right, title and/or interest in or to such Private Family Information, then Nanny hereby irrevocably assigns and conveys such rights to the Client Family without the need for further remuneration from the Client Family to the Nanny. Under no circumstances shall Nanny permit any disclosure of such Private Family Information to any person or entity to which disclosure is not permitted by this Agreement. The Nanny agrees to maintain the Private Family Information in the strictest trust and confidence. Nanny further agrees not to retain any written or electronic Private Family Information.

3. **Client Family's Remedies.** THE NANNY AGREES THAT ALL OBLIGATIONS IMPOSED UPON THE NANNY BY THIS AGREEMENT SHALL SURVIVE THE TERMINATION OF THE NANNY'S ENGAGEMENT WITH THE CLIENT FAMILY. If the Nanny breaches or threatens to breach any term or provision contained in this Agreement, the Nanny agrees that the Client Family will be entitled to seek and obtain temporary and/or permanent injunctive relief to enjoin the Nanny from violating the terms and provisions of this Agreement. The right of the Client Family to seek and obtain such relief will not be construed to prevent the Client Family from pursuing, either conjunctively or concurrently, any other legal or equitable remedies.

4. **At Will Engagement.** Nothing in this Agreement is intended to create any contract relating to the term of the Nanny's engagement with the Client Family. If the relationship between the Nanny and the Client Family is specified by a separate agreement, the terms of that agreement shall control the term of the Nanny's engagement. If no other written agreement specifies the term of the Nanny's engagement, the Nanny's engagement shall be deemed "at will."

5. **Mutual Preparation.** Each party has read the foregoing Agreement, fully understands the contents herein, has been or has had the opportunity to be independently advised as to its legal effect, and is under no duress or pressure of any sort to execute it. This Agreement reflects the mutual understanding of the parties with respect to all subject matter addressed herein and shall be construed accordingly.

6. Applicable Law. This Agreement shall be construed in accordance with the laws of the State of Texas.

7. Waiver. Any waiver by any party, expressed or implied, of a default or breach of any term of this Agreement shall not be deemed to be a waiver of any other default or breach. Failure of a party to declare or act upon any default will not constitute a waiver of such default.

8. Attorney's Fees. If the Nanny breaches this Agreement and the Client Family employs an attorney as a result of such breach, the Nanny agrees to pay to the Client Family all such reasonable attorney's fees, court costs, and expenses as the Client Family may incur.

9. Assignment. This Agreement is nonassignable and nondelegable.

10. Entire Agreement. This Agreement contains the complete and exclusive agreement of the the Client Family and the Nanny concerning the Nanny's engagement, and all discussions, agreements, and statements are merged into this Agreement. This Agreement may not be changed orally, but except where expressly provided herein, this Agreement may be changed only in writing signed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought. The recitals set forth above are true, correct, contractual in nature and are hereby incorporated into this Agreement by this reference.

11. Indemnification. The Nanny shall indemnify, defend (with counsel acceptable to the Client Family), and hold the Client Family harmless from and against any and all losses, costs, damages, claims, liabilities, or expenses, including reasonable attorneys' fees and costs, in any way arising from or related to the failure of the Nanny to observe or perform any obligation under this Agreement.

12. Nanny's Acknowledgment of Consideration. The Nanny hereby represents, warrants and covenants that in connection with his/her obligations set forth herein, he/she has received, is receiving and/or will be receiving adequate consideration therefor.

Executed effective on the date first written above.

CLIENT FAMILY: _____
By:
Name:

I HAVE READ, I UNDERSTAND, AND I AGREE TO ALL ASPECTS OF THIS AGREEMENT.

NANNY: _____ (Print Name)

(Signature)