

**EMPLOYEE NON-COMPETE/CONFIDENTIALITY AGREEMENT**

In recognition of the fact that the *Stretch-n-Grow* (Company) is engaged in a personal service business involving personal relationships with its customers, the success of which business is due to the continuation of such personal relationships, *the undersigned* (Employee/Instructor) agree as follows:

**No Competition.** Instructor agrees not to directly or indirectly compete with the business of the Company or its successors and assigns either during employment or following termination of employment and notwithstanding the cause or reason for termination. The phrase "not to directly or indirectly compete," as used herein, shall mean that the Employee shall not own, manage, operate, consult or have an interest in or be employed in a business substantially similar to, or competitive with, the present business of the Company, or such other business activity in which the Company may substantially engage during the term of employment or following termination. The present business of the company includes any type of venture with customers/clients (public/private schools, childcares, churches, community/recreation centers, or any facility where customers may be serviced) in the areas of fitness, physical education, nutrition, motor skill development, ballet, dance, sports, skills/readiness, cheer , music and movement, yoga or any other related competitive venture.

This Agreement shall remain in full force and effect for 5 (five) years, commencing with the date of employee termination. The geographic area to which the non-competition portion of this agreement applies is Tarrant County, Texas, Dallas County, Johnson County, Hood County, Texas and contiguous counties thereto ("contiguous counties" are defined as counties that share a boundary with Dallas and/or Tarrant Counties) or anywhere a Stretch-n-Grow business is in operation.

The covenants contained in the provisions above shall be construed as independent of any other provisions of this Agreement, and the existence of any other claim or cause of action by the Company against the Employee shall not constitute a defense to the enforcement of the stated covenants.

**Conflict of Interest.** The Instructor acknowledges that the Company has priority relationships with school accounts and families. Instructor agrees not to sell or promote third party products or services and will not use or sell contact or client information for any purpose. Instructor also acknowledges that working in a school account where Company offers services in a conflict of interest, and Instructor agrees not to pursue or accept a position with customers of the Company.

**Confidentiality.** The Instructor acknowledges that the Company shall in reliance of this agreement provide Employee access to trade secrets, customers and other confidential data and good will. Employee agrees to retain said information as confidential and not to use said information on his or her own behalf or disclose same to any third party any where in the United States for period of five (5) years.

**Injunctive Relief.** Company is entitled to injunctive relief in any court of competent jurisdiction to enforce the terms of this agreement without having to show actual damages sustained, or that no adequate remedy at law exists for the breach of this agreement and shall not thereby be deemed to have elected its remedies. Employee agrees to waive any requirement for the securing or posting of any bond in connection with the granting of injunctive relief. In any event, Employee shall be liable to Company for damages arising directly or indirectly out of the disclosure of information, including but not limited to, any/all fees that would have been earned by the Company had the disclosure not occurred.

Nothing herein contained shall be construed as prohibiting the Company from pursuing any other remedies available for such breach or threatened breach including the recovery of money damages. Upon the date termination or demand by Company, Employee shall return to the Company all proprietary information disclosed to it, including all copies, tapes, clients lists and information, photographs, videos, notes, lesson plans, manuals, summaries, or other means used to preserve or record said Proprietary Information. This agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns and personal representatives. This agreement shall be governed by the laws of the State of Texas.

Employee Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Subscribed and sworn to (or affirmed) before me this \_\_\_\_\_ day of \_\_\_\_\_

Signature of notary officer: \_\_\_\_\_ (seal, if any, of notarial officer)

My commission expires: \_\_\_\_\_