ARMYGYMNASTICS

**Non-Compete Agreement**

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| ***What is the purpose of this form?******The purpose of this form is to formalize a legally binding agreement between two parties, under which one party agrees not to compete with the other party’s products/services/sales of goods and/or solicit the other party’s personnel or customers, during an agreed period.*** |

**Non-Compete Agreement**

**(this “Agreement”)**

**Dated \_\_\_\_\_\_\_\_\_\_\_**

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| **Party A****(the “Service Provider”)** | **Party B****(the “Client”)** |
| **Name:** **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **Name:** **Armygymnastics \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **Address:** **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **Address:** **1285 N Canyon Creek Pkwy #1004** **Spanish Fork, UT 84660-1319****\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **Email Address:** **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **Email Address:** **info@armygymnastics.com****\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |

Introduction

1. The Client owns and operates \_Wellness Solutions\_ and the Service Provider provides the Client with services, products, or goods (the “ ”).
2. As part of the Business Relationship, the Service Provider (i) has and/or will have access to Confidential Information (as defined below); and/or (ii) has developed or will develop on behalf of the Client certain services, products, goods, information, and/or any other materials.
3. The parties wish to ensure that due to the Business Relationship, the Service Provider will not gain a competitive advantage.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties, each intending to be legally bound, do hereby agree as follows.

1. **Non-Competition & Non-Solicitation**.
	1. During the Noncompete Term, the Service Provider will not, directly or indirectly, engage or invest in, own, manage, operate, finance, control, or participate in the ownership, management, operation, financing or control of, be employed by, associated with, or in any manner connected with, lend her/his/its name or any similar name to, lend her/his/its credit to, or render services or advice to, any business whose products or activities compete in whole or in part with the products or activities of the Client (**Armygymnastics**) as the products and activities of the Client (**Armygymnastics**) may evolve during the Noncompete Term, anywhere within the United States of America *[the location can be changed as needed]* where the Client is presently doing business or marketing its services unless agreed otherwise by the parties in advance and writing.
	2. During the Noncompete Term, the Service Provider will not, directly or indirectly, either for herself/himself/itself or any other person or entity: (i) induce or attempt to induce any employee of the Client (**Armygymnastics**) to leave the employ of the Client; (ii) in any way interfere with the relationship between the Clientand any of its employees; (iii) employ, or otherwise engage as an employee, independent contractor, or otherwise, any employee of the Client; (iv) induce or attempt to induce any customer, supplier, licensee, or business relation of the Client to cease doing business with the Client, or in any way interfere with the relationship between any customer, supplier, licensee or business relation of the Client; and/or (v) solicit the business of any person or entity known to her/him/it to be a customer of the Client, whether or not she/he/it had personal contact with such person or entity, with respect to products or activities which compete in whole or in part with the products or activities of the Client (**Armygymnastics**).
	3. For this Agreement, “Noncompete Term” Two years during the term of this agreement and six months thereafter.
	4. The Service Provider further agrees that the covenants under this Section are reasonable with respect to their duration, geographical area, and scope.
	5. The provisions of this Section will survive the expiration or termination of this Undertaking for any reason whatsoever.
2. **Term and Termination**.
	1. The term of this Agreement will commence on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_ (“**Effective Date**”) and terminate:

 ☐ At-Will: upon \_\_10\_\_-day prior written notice.

 ☐ End Date: On \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_.

 ☐ Other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

* 1. Notwithstanding the foregoing, and without prejudicing or derogating from any party’s rights to any other remedies available under law or agreement, each party will be entitled to immediately terminate this Agreement, by giving termination notice to other party, upon the occurrence of any one or more of the following events: (a) the other party is in material breach of any of the provisions of this Agreement and fails to cure such breach within \_\_\_ days of written demand that such breach be cured; (b) the other party is charged with an offence involving moral turpitude, theft or embezzlement; and/or, (c) the other party files a petition in bankruptcy, or is adjudicated a bankrupt or insolvent, or makes an assignment for the benefit of creditors, or an arrangement pursuant to any bankruptcy law.
1. **Confidential Information**.
	1. For the purposes of this Agreement, “**Confidential Information**” will mean (a) any information, materials or knowledge regarding Client and its business, financial condition, products, programming techniques, customers, suppliers, technology or research and development that is disclosed to Service Provider or to which Service Provider has access in connection with any engagement with the Client; and (b) the terms and conditions of this Agreement.
	2. Confidential Information will not include any information that: (i) is or becomes part of the public domain through no fault of Service Provider; (ii) was rightfully in Service Provider’s possession at the time of disclosure, without restriction as to use or disclosure; or (iii) Service Provider rightfully receives from a third party who has the right to disclose it and who provides it without restriction as to use or disclosure.
	3. At all times, both during Service Provider’s engagement by Client pursuant to this Agreement and after its termination, and to the fullest extent permitted by law, Service Provider agrees to hold all Confidential Information in strict confidence, not to use it in any way, commercially or otherwise, except as required in performing its obligations to the Client, and not to disclose it to others. Service Provider further agrees to take all actions reasonably necessary to protect the confidentiality of all Confidential Information.
2. **Relationship of the Parties**.
	1. Service Provider warrants that Service Provider is aware that this Agreement does not create employer-employee relations between Service Provider and Client and does not confer upon Service Provider any rights save for those set forth herein.
	2. Service Provider undertakes that neither Service Provider nor any person acting on Service Provider’s behalf will sue Client, based on any cause of action in connection with employer-employee relations between Service Provider and Client, and if Service Provider and/or any person acting on Service Provider’s behalf does so, Service Provider will indemnify Client upon Client’s first demand for any expense that may be occasioned to Client in respect of or in connection with a claim as aforesaid, including reasonable attorneys’ fees.
3. **Miscellaneous**.
	1. Any modification or amendment to the provisions of this Agreement will be valid only if effected in writing and signed by both parties hereto.
	2. This Agreement is the final, complete, and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions or agreements between the parties with respect to the subject matter hereof.
	3. Each party’s failure or delay in enforcing any of the provisions of this Agreement will not in any way be construed as a waiver of any such provisions or prevent the party thereafter from enforcing each and every provision of this Agreement which were previously not enforced.
	4. Neither party may assign this Agreement to any third party except upon prior written consent, which consent will not be unreasonably withheld; provided that either party may assign this Agreement without prior written consent in a sale or transfer of all or substantially all of its assets or equity by way of merger, consolidation, or similar transaction. Any purported assignment in violation of this Section will be void. This Agreement and each and all of the provisions hereof bind and benefit the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns.
	5. In case any one or more of the provisions contained in this Agreement will, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect the other provisions of this Agreement, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein. If moreover, any one or more of the provisions contained in this Agreement will for any reason be held to be excessively broad as to duration, geographical scope, activity, or subject, it will be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it will then appear.
	6. This Agreement will be exclusively governed by and interpreted in accordance with the laws of the State of Utah, without regard to the conflicts of law provisions of that State, and any action hereunder will be brought solely before the competent court in United states County.
	7. All notices and other communications required or permitted hereunder to be given to a party to this Agreement will be in writing and will be emailed or otherwise delivered by hand, addressed to such party's email address and/or address as set forth in the preamble to this Agreement, or at such other address as the party will have furnished to each other party in writing, in accordance with this provision. Any notice sent in accordance with this Section will be deemed delivered to the addressee party (a) if sent by email, on the first business day following the day of such sending or transmission; and (b) if personally delivered, when actually delivered.

**In Witness Whereof**, the parties hereto have caused this Agreement to be duly executed on the Effective Date.

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| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **\_\_\_\_Armygymnastics\_\_\_\_\_** |
| **Service Provider** | **Client** |