



NON-DISCLOSURE / NON-COMPETE AGREEMENT FOR ATTENDEE

The undersigned (ATTENDEE) will be attending Grow With Me™ classes conducted by Tammi B. Stein d/b/a Grow With Me™ (GWM) where ATTENDEE may be exposed to PROPRIETARY INFORMATION (as defined herein) of GWM. As such, FOR GOOD CONSIDERATION, and in consideration of attending Grow With Me™ classes, ATTENDEE agrees as follows:

- 1. Proprietary Information.** PROPRIETARY INFORMATION shall mean the proprietary, confidential, trade secret information, ideas, techniques, sketches, drawings, works of authorship, know-how, processes, apparatuses, and equipment related to the current, future, and proposed products and services of GWM belonging to or in the possession of GWM, or which GWM has elected or is under an obligation to maintain as confidential, whether or not it is in written or permanent form or marked or identified as confidential. PROPRIETARY INFORMATION shall include, without limitation, technical and business information or know-how relating to GWM's classes or products, research and development, performance, customers, vendors, employees, marketing, production, and future business plans. PROPRIETARY INFORMATION shall not include information which: (a) is in the public domain at the time it was disclosed to ATTENDEE or thereafter passed into the public domain except by act of ATTENDEE; (b) can be established in writing (such as contemporaneous developer notes) to have been known to ATTENDEE prior to entering into this agreement, provided such knowledge was or is derived from a source other than GWM; (c) is used or disclosed with the prior written approval of GWM; (d) became known to ATTENDEE without similar restrictions from a source in lawful possession thereof other than GWM; or (e) is required to be disclosed by a government entity having jurisdiction over the ATTENDEE, provided, however, that prior to any disclosure under this clause 1(e), ATTENDEE provides GWM with immediate written notice of the governmental or court request and cooperates fully with GWM in seeking a protective order or limited disclosure.
- 2. Obligation Not to Disclose or Compete.** ATTENDEE shall maintain in strict confidence and shall not disclose any PROPRIETARY INFORMATION without the prior express written consent of GWM. All course materials are protected by copyright and may not be reproduced in whole or part in any form without the prior written consent of GWM. ATTENDEE agrees to keep the PROPRIETARY INFORMATION revealed 100% private and will not in any way publish, publicize or resell the information provided. ATTENDEE agrees not to directly or indirectly compete with the business of GWM and its successors and assigns and shall not own, manage, operate, consult with or be employed by a business substantially similar to or competitive with the present business of GWM or such other business activity in which GWM may substantially engage for a period of five (5) years. ATTENDEE agrees that he/she is currently not affiliated directly or indirectly with any competitor's organization.
- 3. Notes and Written Materials.** All records, reports, notes, compilations, or other recorded matter, and copies or reproductions thereof, relating to the PROPRIETARY INFORMATION and GWM's operations, activities, or business, made or received by ATTENDEE during any discussions with GWM, are and shall be used by the ATTENDEE for personal use only.
- 4. No License.** No license under any patent or patent application is granted to ATTENDEE directly or indirectly by this Agreement, nor are any rights of ownership in and to any Proprietary Information granted by this Agreement.
- 5. Injunctive Relief.** ATTENDEE acknowledges that a breach of any of the promises or agreements contained in this AGREEMENT will result in irreparable and continuing damage to GWM for which there will be no adequate remedy at law, thus removing the need of submitting this proof in court prior to obtaining an injunction. Upon such a breach or threatened breach, GWM shall be entitled to injunctive relief and a decree for specific performance, as well as all other remedies it may have at law or in equity, under applicable state and federal laws, including monetary damages if appropriate.
- 6. Governing Law/Jurisdiction.** This Agreement shall be governed and interpreted in accordance with the laws of the State of Florida. Each party hereby consents to jurisdiction of and venue in the federal and state courts in Palm Beach County, Florida.
- 7. Entire Agreement/Modification/Severability.** This Agreement sets forth the entire agreement between the parties pertaining to the subject matter hereof and supersedes all other oral and/or written agreements and understandings, express or implied. No modification to this Agreement, nor any waiver of any rights, shall be effective unless assented to in writing by the party to be charged, and the waiver of any breach or default shall not constitute a waiver of any other right or any subsequent breach or default. If any of the provisions of this Agreement are determined to be invalid, illegal, or unenforceable, such provisions shall be modified only to the extent necessary to make such provisions enforceable, and the remaining provisions are valid, legal, and enforceable.
- 8. Attorneys' Fees.** In the event of litigation between the parties under this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to reasonable attorneys' fees, including attorneys' fees and costs incurred in enforcing any judgment, the amount to be determined by the court.
- 9. Term.** This Agreement is effective as of the date signed by ATTENDEE or the date ATTENDEE first attends a Grow With Me™ class.

SIGNATURE

PRINT NAME

DATE