

## NON-CIRCUMVENTION, NON-DISCLOSURE WORKING AGREEMENT

This Non-Circumvention, Non-Disclosure Agreement (the "Agreement") is entered into by and between We Rock The Spectrum Kid's Gym, LLC ("WRTS"), 5520 Crebs Avenue, Tarzana, California 91356, USA ("Disclosing Party") and \_\_\_\_\_, located at \_\_\_\_\_ ("Receiving Party") for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below. The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information ("Confidential Information"). The undersigned Parties agree in consideration of their mutual promises to abide by the following terms and conditions:

**1. Definition of Confidential Information.** For purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged. Such information shall include, but not be limited to contracts, documents, files, printouts, websites, and other printed and digital information provided by the Disclosing party and also the names, telephone numbers, addresses, fax numbers, email addresses, etc. of the contact, parties, and/or source(s) provided by the Disclosing Party. The Parties acknowledge that the Confidential Information may be written, oral, graphic, pictorial, recorded, or stored and transmitted in digital form or any digital format; and such information is deemed valuable, special or unique assets of the Disclosing Party that were developed or obtained through investment of significant time, efforts and expense, and that access to such information would not be possible but for the relationship of the Parties hereunder.

**2. Exclusions from Confidential Information.** Receiving Party's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; or (d) is disclosed by Receiving Party with Disclosing Party's prior written approval.

**3. Pre-Existing Relationships.** In the event that any third parties already have a pre-existing working relationship or have previously made contact with any parties to this Agreement via other means, and such third parties were not introduced by any parties to this Agreement, such third party contacts and/or sources are not subject to the restrictions, terms and conditions of this Agreement.

**4. Obligations of Receiving Party.** Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to any employees, contractors, agents, and any other third parties as is reasonably required and shall require those persons to sign non-disclosure restrictions at least as protective as those in this Agreement. Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, transmit, use, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information. Receiving Party shall return to Disclosing Party any and all records, documents, graphics, electronic files, notes, and other written, printed, or electronic copies, or other tangible materials or digital files in its possession pertaining to Confidential Information immediately if Disclosing Party requests it in writing.

**5. Time Periods.** The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.

**6. Non-Circumvention.** The Receiving Party expressly agrees not to circumvent, avoid, bypass or obviate the Disclosing Party in any manner, directly or indirectly, to avoid payment of fees, royalties, or any other obligation in any way involving any of the parties introduced and Confidential Information disclosed pursuant to this Agreement, or any transaction contemplated hereunder or other business arrangement arising out of or connected in any way to the Confidential Information.

**7. Return of Confidential Information.** Unless a business agreement, contract, or other business arrangement is entered into, each Party agrees to return or destroy, with written confirmation, all Confidential Information in any form upon conclusion of the evaluation of entering into the transaction or other business arrangement or upon the specific request of the Disclosing Party.

**8. Independent Contractors.** Each party is an independent contractor with respect to the other, and nothing in this Agreement will be deemed to place the parties in the relationship of employer-employee, principal-agent, franchisee-franchisor, partners, or joint ventures. Neither party shall have authority to bind the other except to the extent authorized herein.

**9. Integration.** The Parties agree that this Agreement constitutes the entire Agreement and the understanding of the Parties concerning subject matter hereof and this Agreement supersedes all previous communications, proposals, representations and agreements, whether oral or written, relating thereto, among these parties. This Agreement may not be amended except in a writing signed by both Parties.

**10. Severability.** Should any provisions at this Agreement be held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby and shall continue to be in effect.

**11. Waiver.** The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

**12. Governing Law.** All matters affecting the interpretation of this Agreement and the rights of the parties hereto shall be governed by the laws of the United States and the State of California, without reference to rules governing choice of laws.

This Agreement and each party's obligations shall be binding on the representatives, assigns, and successors of such party. Each party has signed this Agreement through its authorized representative.

We Rock the Spectrum Kid's Gym,

**Disclosing Party**

By: \_\_\_\_\_

Dina L. Kimmel - President/CEO

\_\_\_\_\_  
**Receiving Party**

By: \_\_\_\_\_

Date:

Date: