



EMPLOYEE CONFIDENTIALITY AND NON-COMPETE AGREEMENT

This agreement was entered into on _____ 20____ and is between _____
(Employer) and _____ (Employee).

Employer and Employee agree as follows:

1. Employee is advised and acknowledges that the Employer (whether as a franchisee of 9Round Franchising, LLC or any 9Round gym regardless of ownership) is operating a highly unique and proprietary system (System) called 9Round Kickboxing gym that relies in part on trademarks, copyrights, trade dress, intellectual property, and other unique and proprietary systems and information (Trade Secrets).
2. Employee acknowledges and understands the need of Employer to require Employee to keep all this information confidential and to not use it to the disadvantage of Employer once they become possessed of such referenced information.
3. Employee will use Trade Secrets in confidence and use them only in the course of his/her employment with Employer.
4. Employee shall not at any time make copies of any documents containing Trade Secrets or information pertaining to the System without the Franchisor express written permission.
5. Employee shall not disclose or permit the disclosure of the Trade Secrets to any third-party except to other employees and then only to the extent necessary to assist other employees in the conduct of their 9Round jobs.
6. Employee shall surrender any System manuals or other written materials to Employer or 9Round Franchising, LLC upon request, or upon termination of employment.
7. Employee will not divert any business or customer of the Business to any competitor nor compete, directly or indirectly, with Employer or 9Round Franchising, LLC (the franchisor of the 9Round Kickboxing Gyms) during their employment and for a period of two years after their termination of employment with Employer.

EMPLOYER

Signed: _____

Print Name: _____

EMPLOYEE

Signed: _____

Print Name: _____

