



AASDN Non Compete Agreement

THIS AGREEMENT is made as _____(date) between AASDN and
_____ **Consultant**

WHEREAS the Consultant and AASDN have entered into or are about to enter into a consultant relationship for their mutual benefit; **AND WHEREAS** as a condition of entering into and/or continuing such a consultant/training relationship, AASDN has required that the Consultant enter into this Agreement;

NOW THEREFORE IN CONSIDERATION OF the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Definitions.** Whenever used in this Agreement the following words and phrases shall have the following respective meanings:

- a) **"Affiliate"** means any entity a majority of whose voting shares or securities are owned or controlled directly or indirectly by the AASDN or the shareholders of AASDN, or whose control is held by the AASDN or the shareholders of AASDN.
- b) **"Confidential Information"** means information in any form, not generally known to the public, disclosed to or acquired by the Consultant directly or indirectly from the AASDN or any clients, business partners or affiliates of AASDN during the term of the Consultant's association with AASDN, including, without limitation:
- c) **Information relating** to the research, developments, systems, operations, clients and business activities of AASDN or its business partners or Affiliates;
- d) **Information received** from any clients, business partners or Affiliates of AASDN;
- e) **Information specifically** designated by AASDN as confidential;
- f) **Information specifically** designated by a client, business partner or Affiliate of the AASDN as confidential; and
- g) **Information required** to be maintained in confidence by the AASDN pursuant to an agreement with a client, business partner, associate or other person; but shall not include any information which was known to the Consultant prior to the date of the Consultant's association with the AASDN or which was publicly disclosed otherwise than by breach of this Agreement.

2. **Confidentiality.** The Consultant acknowledges that

- a) During his or her association with AASDN, he or she will be disclosed or will acquire Confidential Information;
- b) AASDN has and will continue to enter into agreements with clients and others whereby AASDN agrees to maintain the confidentiality of certain information;
- c) disclosure of Confidential Information to others would be highly detrimental to both the interests of AASDN and its clients; and
- d) Confidential Information is the property of AASDN and/or its clients, business partners of Affiliates, as the case may be. Accordingly, the Consultant agrees that:

- I. the Consultant will not, at any time, disclose any Confidential Information to any other person not a consultant of AASDN, nor will the Consultant use Confidential Information for any purpose other than required by his or her association with AASDN; and
- II. the Consultant will not, at any time, or in any way, take or reproduce Confidential Information unless required by his or her association with AASDN. The Consultant will, upon ceasing to be associated with the AASDN, return to the AASDN all Confidential Information in his or her possession or under his or her control whether such Confidential Information belongs to the AASDN or otherwise. The Consultant will also return all property then in his or her possession or under his or her control which belongs to the AASDN or its Affiliates.

Non-Competition and Non-Solicitation.

The Consultant acknowledges that he or she will acquire considerable knowledge about, and expertise in, certain areas of AASDN' business and that he or she will have knowledge of, and contact with, customers and suppliers of AASDN and its Affiliates. The Consultant further acknowledges that he or she may well be able to utilize such knowledge and expertise, following termination of his or her association with AASDN, to the serious detriment of the AASDN in the event that the Consultant should solicit business from customers of AASDN or its affiliates. Accordingly, the Consultant agrees that:

- (a) **Non-Competition.** During his or her employment/consulting and for a period of **four (4) years** after dissolution of his or her association, the Consultant will not in any way be associated with or involved, directly or indirectly, with any person, firm, corporation or other entity engaged in any business which provides services substantially similar to the services provided by AASDN or its Affiliates within the area known as **Nutrition Continuing Education services, Nutrition Certification** in any area located within the USA, whether now operated by AASDN or hereafter operated by it;
- (b) **Non-Solicitation of Customers.** He or she will not, for a period of **four (4) years** after termination of his or her association, directly or indirectly, approach any customer or business partner of AASDN or its Affiliates for the purpose of providing services substantially similar to the services provided by AASDN or its affiliates; and
- (c) **Non-Solicitation of Consultants.** He or she will not, for a period of **four (4) years** after termination of his or her association, directly or indirectly, approach, solicit, entice or attempt to approach, solicit or entice any of the other consultants of AASDN or its Affiliates to leave the employment of AASDN.

4. **Restrictions Reasonable.** The Consultant acknowledges that all restrictions in this Agreement are reasonable in the circumstances and hereby waives all defenses to the enforcement thereof by AASDN. In the event that any provisions of this Agreement shall be deemed void or invalid by a court of competent jurisdiction, the remaining provisions shall be and remain in full force and effect and the Consultant hereby confers upon such court the power to replace such void or invalid provisions with such other enforceable and valid provisions as shall be as near as may be to the original in form and effect.

5. **Irreparable Harm.** The Consultant acknowledges that breach by him or her of the terms and conditions of this Agreement may cause irreparable harm to AASDN which may not be compensable by monetary damages. Accordingly, the Consultant acknowledges that a breach by it of the terms and conditions of this Agreement shall be sufficient grounds for the granting of an injunction at the suit of the AASDN by a court of competent jurisdiction.

6. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of FL.

7. **Entire Agreement.** This Agreement is the entire agreement between the Consultant and AASDN relating to the subject matter hereof and stands in the place of any previous agreement, whether oral or in

writing. The Consultant agrees that no amendment to this Agreement shall be binding upon the parties unless it is in writing and executed by both parties.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

AASDN signature

Date

Consultant signature

Date