

**Please print and fax to BOTH Forms to 646.349.5220
NO LESS THAN 3 WEEKS PRIOR TO COURSE DATE**

Studio Owner's Name:	
Employee's Name:	Home#:
Email:	Cell#:
Street Address:	
City:	State:
Zip:	Employee : YES NO
Course Title:	Workstudy : YES NO
Course Location:	Dates:
Attendee has completed course prerequisites YES (Please call us with questions regarding exceptions.)	
Attendee is contributing to the travel costs of the Master Trainer YES Total: _____ NO	
I have faxed in the employee's non-compete to 646.349.5220 YES NO	
Course Policy: Courses may be canceled if attendance is less than 3 participants. If you have not registered 3 weeks prior to the course date then please call us at 800.IMX.1336 to make sure the course will be held.	

Note: Your staff's registration will not be complete without the following Non-Compete Agreement.

This agreement must be signed by all employees and/or sub-contractors who are working at your IM=X Pilates Studio/Express Unit franchise. You must supply a copy of this agreement to The Xercize Studio, LLC).

This AGREEMENT is made and entered into this day of _____, 20____, by and between _____, a corporation (the "Franchisee") _____, a corporation; and _____("Employee").

WITNESSETH

WHEREAS, The Xercize Studio, LLC (hereinafter the "Franchisor") and Franchisee have entered into a franchise agreement dated _____, 20____, (the "Franchise Agreement"), pursuant to which Franchisee shall receive access to Confidential Information as defined in the Franchise Agreement and trade secrets of the Franchisor which Franchisee may, in certain instances, need to convey to Employee, in order to operate its _____ ("IM=X Pilates Studio/Express Unit"); and

WHEREAS, Franchisor and Franchisee desire to protect said Confidential Information and trade secrets from disclosure and unauthorized use by the Employee; and

WHEREAS, Franchisor and Franchisee have agreed in writing on the Franchised Business' exclusive territory ("Exclusive Territory") and the privileges of protection within that Exclusive Territory only. Such Exclusive Territory as agreed by Franchisor and Franchisee shall include the following description_____

NOW, THEREFORE, in consideration of the employment of Employee by Franchisee and the mutual promises and covenants herein contained, and other valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

- A. Covenant Not to Compete.

Employee specifically acknowledges that due to its employment by Franchisee, Employee will receive valuable, specialized training and Confidential Information regarding operational, sales, and marketing methods and techniques of Franchisor and its unique pilates, yoga and cardio exercise System. Employee covenants that during the term of his employment and subject to the post-termination provisions contained herein, except as otherwise approved in writing by Franchisor, Employee shall not, within the Exclusive Territory, either directly or indirectly, for himself or through, on behalf of, or in conjunction with any person, persons, partners, or corporation:

1. Divert or attempt to divert any business, customer, or employees of the Franchisor or Franchisee to any competitor, by direct or indirect inducement or otherwise, or do or perform directly or indirectly any act injurious or prejudicial to the goodwill associated with Franchisor's Proprietary Marks and System.

2. Employ or seek to employ any person who is at that time employed by Franchisor or Franchisee, by any other franchisee or developer of Franchisor, or otherwise directly or indirectly induce such person to leave his or her employment.

3. Own, maintain, engage in, be employed by, advise, assist, invest in, franchise, or have any interest in any business which has a pilates program of any kind within the Exclusive Territory or the exclusive territory of any Express Unit/Studio operated under the System as that term is defined in the Franchise Agreement.

Employee covenants that, except as otherwise approved in writing by Franchisor (including, but not limited to, if the Employee is himself/herself purchasing an IM=X Studio franchise), Employee shall not, for a continuous uninterrupted period commencing upon the expiration or termination of his employment with Franchisee, regardless of the cause for termination, and continuing for two (2) years thereafter, either directly or indirectly, for himself or through, on behalf of, or in conjunction with any person, persons, partnerships, or corporation, own, maintain, engage in, be employed by, advise, assist, invest in, franchise, make loans to, or have any interest in any business that is the same as or substantially similar to that of the Franchisor or Franchisee and that is located within the Franchisee's Exclusive Territory, or of any Express Unit/Studio operated under the System as that term is defined in the Franchise Agreement that is in existence on the date of termination of Employee's employment relationship with Franchisee. Employee acknowledges and agrees that these covenants will survive the termination of his or her employment.

B. Nondisclosure and Confidentiality

1. Franchisor and Franchisee may make available to Employee certain proprietary certification programs, copyrighted certification manuals, fitness training techniques, and information pertinent to the services offered by the Franchisee pursuant to the Franchisor's System and Proprietary Marks. Franchisor provides extensive instructor certification programs, including the following proprietary courses: Basic, Advanced, SUPER Advanced and Spinal Xercize, Yoga, Heart Rate Training, and Tower.

2. Employee acknowledges and agrees that all certification materials and other proprietary materials and information shall be used solely for the purposes of conducting his duties as an employee of the Franchise System, unless the Employee purchases an IM=X Studio franchise from Franchisor.

3. Employee agrees to hold in strict trust and confidence all knowledge, training skills, certification materials and other proprietary information gained through the IM=X Pilates education program that the Franchisor or Franchisee furnishes or otherwise makes available to Employee. Employee further agrees that once he/she has taken Franchisor's proprietary certification programs, Employee can not claim that he/she teaches other forms of Pilates nor may Employee in any way diminish the knowledge that was provided to him/her under this strict confidentiality covenant.

4. Neither the Employee nor his/her relatives, agents, or representatives will use such materials or information for any purpose other than stated herein and shall not copy, reproduce, sell, reveal, or otherwise disclose any such materials and information to any persons or parties.

5. Employee shall not be subject to the restrictions imposed herein with respect to any information or data obtained by it from the Franchisor or Franchisee during his employment with Franchisee if the information or data:

(a) was known to the Employee or has been independently developed by the Employee at the time of the receipt of the proprietary materials and information thereof from the Franchisor or Franchisee; or

(b) was or hereafter is obtained by Employee from another source; however, the burden of proof shall rest on the Employee to demonstrate that such information or materials were not provided by the Franchisor or Franchisee.

C. Not an Employment Agreement

Employee is being employed by Franchisee under separate arrangements that form no part of this Agreement. Franchisee is not obligated by this Agreement to continue to employ Employee for any particular time period, or under any specific terms or conditions. This Agreement does not create an employment relationship between Franchisor and Employee.

D. Severability

The parties agree that each of the foregoing covenants shall be construed as independent of any other covenant or provision of this Agreement. If any or all portions of the covenants in this Section are held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which Franchisor and Franchisee are parties, Employee expressly agrees to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, if the resulting covenant were separately stated in and made a part of this Agreement.

E. Governing Laws

This Agreement shall be construed in accordance with the laws of the state where the Employee resides, which law shall govern in the event of conflict of laws.

F. Third Party Beneficiary

Franchisor shall be a third party beneficiary of this Agreement, irrespective of whether Franchisor has executed this Agreement or not, and will have the independent right to enforce the terms of this Agreement.

IN WITNESS WHEREOF, the parties have signed this Agreement and affixed their seals on the day and year above written.

EMPLOYEE: _____

FRANCHISEE: _____