

RESTRICTIVE COVENANTS AGREEMENT – Alpha Omega Gymnastics

This Restrictive Covenants Agreement (this “Agreement”) is dated _____, (“Effective Date”), and is between Alpha Omega Gymnastics Allen, LLC, a Texas limited liability company (“Employer”), and _____ (“Employee”).

1. Definitions.

- (a) “Competing Business” means gymnastics or ninja warrior instruction or coaching for youth or children.
- (b) “Confidential Information” includes any trade secrets or confidential or proprietary information of Employer Group, including, but not limited to information concerning customers, financial details, marketing and operational methods, training methods, and coaching techniques.
- (c) “Customer” means any person who is a Student of Employer Group during the term of Employee’s employment at a gym location where Employee works for Employer Group as an Instructor, Customer Service Representative, or Assistant.
- (d) “Employer Group” means, collectively, Employer, Alpha Omega Gymnastics Allen, LLC, a Texas limited liability company; Rev Twenty Two Thirteen Co, a Texas S-Corp; and future Texas limited liability companies owned by Rev Twenty Two Thirteen Co.
- (e) “Restricted Area” means the area within a 10-mile radius of each gym location where Employee works for Employer Group as an employee in any capacity. As of the Effective Date, the Employee’s principal work location is:
Alpha Omega Gymnastics – McKinney
Other
- (f) “Restricted Period” means the duration of Employee’s employment and the 1 year period year immediately following termination or resignation.

2. Employment: Covenant to Provide Confidential Information. Employer hereby employs Employee, subject to the terms and conditions of this Agreement and Employer’s policies and procedures. Employee’s employment is on an at-will basis. That means either Employee or Employer may terminate the employment relationship at any time and for any reason not expressly prohibited by law or for no reason.

During the course of employment after the Effective Date, Employer covenants to provide Employee access to new and ongoing Confidential Information to which Employee has not previously had access.

Employer has invested and continues to invest, substantial time, money and specialized knowledge into developing its resources, creating a customer base, generating customer and potential customer lists, training its employees and improving its offerings in the field of gymnastics and dance. Employee understands and acknowledges that as a result of these efforts, Employer has created, and continues to create, Confidential Information. Employee further understands and acknowledges that this Confidential Information provides Employer with a competitive advantage over others in the marketplace and that Employer would suffer irreparable harm if Confidential Information is disclosed to its competitors.

The Confidential Information and Employer’s business goodwill are valuable assets to Employer. Any unauthorized use or disclosure of Employer’s Confidential Information would cause irreparable harm to Employer, including damage to the Employer’s business goodwill, for which there is no adequate remedy at law. For these reasons,



Employee agrees that, to protect the Employer's Confidential Information and business goodwill, it is necessary to enter into the restrictive covenants in Section 3 below.

3. **Non-Competition and Non-Solicitation.**

- (a) **Non-Competition.** Employee covenants that during the Non-Competition Period Employee will not, on his or her own behalf or as a partner, employee, agent, or consultant of any other person or entity engage in any Competing Business in the Restricted Area.
- (b) **Non-Solicitation.** Employee covenants that during the Restricted Period Employee will not directly or indirectly, for Employee or on behalf of any other person or entity, solicit or take away, by any means (including, without limitation, email, phone, text, contact through social media, such as Facebook, Instagram, LinkedIn, or Twitter, or any other form of communication), any Customer for purposes of offering or providing gymnastics or dance instruction or coaching.
- (c) **Remedies.** Employee acknowledges that the restrictions contained in this Section 3, in view of the nature of Employer Group's business, are reasonable and necessary to protect Employer Group's legitimate business interests and business goodwill and that any violation of these restrictions would result in irreparable injury to Employer and Employer Group.
- (d) **Injunctive Relief and Damages.** Employee acknowledges that a breach of Section 3(a) or (b) will result in irreparable harm and continuing damage to Employer and Employer Group, and that money damages would not be a sufficient remedy. Therefore, Employee agrees Employer shall be entitled to a temporary restraining order and injunctive relief restraining Employee from breach, and to recover Employer's attorneys' fees, costs and expenses related to any breach or threatened breach of this Agreement. Nothing in this Agreement shall be construed as prohibiting Employer from pursuing any other remedies available to it, including, without limitation, recovery of money damages, attorneys' fees and costs.
- (e) **Notice.** If during the Restricted Period Employee seeks or is offered employment or any other position with a Competing Business within the Restricted Area, before accepting the position, Employee agrees to inform the new employer or entity of the existence of the restrictions in Section 3(a) and (b). Further, before accepting the position, Employee agrees to give written notice to Employer of the name of the employer or entity. Employer shall be entitled to advise the employer or entity of the existence and terms of this Agreement.
- (f) **Reformation.** In the event any of the covenants contained in Section 2 shall be held by any court to be effective only if the covenant is modified to limit its duration or scope, then the court shall have authority to so reform the covenant, and Employee and Employer shall consider the covenant(s) to be amended and modified to comply with the order of such court.

SIGNATURE PAGE TO RESTRICTIVE COVENANTS AGREEMENT

EMPLOYEE

ALPHA OMEGA GYMNASTICS
ALLEN, LLC / REV TWENTY TWO THIRTEEN CO

Employee's Name

Authorized Company Representative's Name

Employee's Signature

Authorized Signature

Date Signed

Title

Date Signed

