



# BIRTH BOOT CAMP®

YOUR HEADQUARTERS FOR NATURAL BIRTH

## NONCOMPETITION, NONINTERFERENCE AND CONFIDENTIALITY AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into as of \_\_\_\_\_, 20\_\_\_\_, by and between BIRTH BOOT CAMP, INC., a Texas corporation ("Birth Boot Camp") and \_\_\_\_\_, an individual ("Instructor").

### RECITALS AND ACKNOWLEDGEMENTS

1. Birth Boot Camp and Instructor are parties to a Policies and Procedures Agreement (the "Instructor Agreement"), allowing Instructor the right to use Birth Boot Camp's resources, training, goodwill and other Confidential and Proprietary Information (defined below);
2. A condition of the Instructor Agreement is that Birth Boot Camp and Instructor enter into an agreement setting forth protection of Birth Boot Camp's resources, training, goodwill and other Confidential and Proprietary Information and restrictions on Instructor's activities in terms of competition and interference.
3. The relationship between Instructor and Birth Boot Camp's customers, employees, other instructors and doulas has or will result in a unique and special situation whereby Instructor is placed in a position of trust, and the protections in this Agreement are reasonable and necessary to protect Birth Boot Camp, including its resources, training, goodwill and other Confidential and Proprietary Information.

In consideration of these Recitals and Acknowledgements, the definitions, terms, covenants, agreements and consideration in this Agreement and other good and valuable consideration, Birth Boot Camp and Instructor agree as follows:

1. **DEFINITIONS.** For purposes of this Agreement,
  - a) "**Instructor Period**" means the period of time that starts on the above date and ends upon the later of: (i) written notice to or from Birth Boot Camp of Instructor's termination of advertising and/or holding herself out as a Birth Boot Camp Instructor or an Instructor certified by Birth Boot Camp; (ii) Instructor's termination of the use of the Birth Boot Camp's products or services, including the Birth Boot Camp Student Field Manual, Birth Boot Camp Instructor Manual, Breastfeeding: The Ultimate MRE or the Birth Boot Camp's curriculum or methodologies; or (iii) the expiration and non-recertification of Instructor's Birth Boot Camp Instructor Certification.
  - b) "**Restrictive Period**" means that period which starts on the above date and ends two (2) years immediately after the later of the Instructor Period or when Instructor's relationship with Birth Boot Camp has terminated or otherwise ended.
  - c) "**Protected Business**" means (i) the writing or development of curriculum, training materials or promotional materials related to childbirth education and (ii) the training of childbirth educators.
  - d) "**Market Area**" means throughout the United States and Canada as Instructor understands that Birth Boot Camp's business, products and services, including its Protected Business, is provided and reaches a world-wide market. Birth Boot Camp customers, including those trained by Birth Boot Camp, may and do view, receive and utilize Birth Boot Camp's services and products globally, including over the internet and through other media channels.

e) “**Confidential and Proprietary Information**” means Birth Boot Camp’s patents, copyrights, trade secrets, training materials, books, workbooks, guides, video or audio productions, techniques, methodologies, know-how, processes, equipment, computer software and programs, research, applications, schedules of product/service fees or charges, customer lists and contact/account information, business/marketing plans and strategies, information contained on birthbootcamp.net (intended for only active, certified Birth Boot Camp Instructors) and any other information known by Instructor to be maintained in confidence by Birth Boot Camp.

2. **NON-COMPETE COVENANT.** During the Restrictive Period, Instructor agrees not to, directly or indirectly, for herself or any other person or entity engage in the Protected Business within the Market Area. This provision does not prohibit Instructor from teaching natural childbirth education to clients, such as expecting parents, outside of Birth Boot Camp, as long as in providing such services Instructor is not training others to teach natural childbirth education.

3. **NON-INTERFERENCE COVENANT.** During the Restrictive Period, Instructor agrees not to, directly or indirectly, for herself or any other person or entity, solicit, employ, retain as a consultant, interfere with, or attempt to entice away from the Birth Boot Camp any employee, instructor or doula of the Birth Boot Camp.

4. **CONFIDENTIALITY.** Except on behalf of Birth Boot Camp, at any time during or after the Restrictive Period, Instructor shall not use, divulge, disclose or interfere with, directly or indirectly, any Confidential and Proprietary Information.

5. **ENFORCEMENT.** Instructor acknowledges that that the covenants and restrictions in this Agreement relate to matters which are of a special, unique and extraordinary character that give each of the covenants and restrictions a special, unique and extraordinary value; a breach of any such covenants or restrictions or any other provision of this Agreement will result in irreparable harm and damage to Birth Boot Camp and its business, and Birth Boot Camp’s remedies at law will be inadequate. Therefore, in the event of a breach or threatened breach of this Agreement, Birth Boot Camp will be entitled to injunctive or other similar relief to prevent or stop any breach of this Agreement and to enforce the provisions herein, in addition to money damages sustained as a result of the breach or threatened breach and any other remedy to which Birth Boot Camp may be entitled at law or in equity.

6. **SEVERABILITY.** If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect without regard to the invalid portions; the court or other tribunal making determination on the enforceability of the Agreement or a covenant or provision shall have the power, if applicable, to reduce the duration or area of any covenant or provision so such covenant or provision shall then be enforceable; and Birth Boot Camp may seek relief in the court of any other jurisdiction as to failures to observe such term or provision in such other jurisdictions.

7. **CONSTRUCTION.** The headings or titles are inserted solely for convenience or reference and do not constitute a part of or change the meaning, construction or effect of this Agreement. In the event an ambiguity or question of intent or interpretation, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

8. **GOVERNING LAW.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Texas without regard to its conflicts of law doctrine; provided, however, the enforceability of this Agreement with respect to actual, attempted or threatened competition in a particular jurisdiction other than Texas shall be governed by and construed and enforced in accordance with the laws of such jurisdiction. Exclusive venue is in a district court of Tarrant County, Texas.

9. **ENTIRE AGREEMENT.** This Agreement constitutes the parties' entire understanding of the subject matter herein and supersedes any written or oral prior agreements or understandings related to same. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by Birth Boot Camp and Instructor.

10. **SUCCESSORS AND ASSIGNS.** Birth Boot Camp shall have the right to assign this Agreement, which shall inure to the benefit of, and may be enforced by, any and all successors and assigns of Birth Boot Camp, including without limitation by assignment, stock sale, merger, consolidation or other corporate reorganization, and be binding on Instructor. Instructor shall not have the right to assign this Agreement.

11. **NO WAIVER.** The failure of either Birth Boot Camp or Instructor at any time to require performance of any provision hereof shall in no manner affect its/her right at a later time to enforce the same. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

12. **COUNTERPARTS.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

**INSTRUCTOR:**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_

**BIRTH BOOT CAMP, INC:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_