

CORNERSTONE ACADEMIC

Non-Compete & Non-Disclosure Agreement

This Agreement (“Agreement”) is made between _____ (hereinafter referred to as “Director”, “Instructor”, “Contract Worker”, “Tutor”, or “you”) and Cornerstone Holdings International, LLC (hereinafter referred to as “Cornerstone Academic”, “CAS”, “we”, “us”, “our”, or “the Company”), a Georgia Corporation, along with its subsidiaries, parents, joint ventures, affiliated entities, and includes its successors and assigns or any such related entities. This Agreement sets forth the terms and conditions of the relationship between you and Cornerstone Academic.

As part of being accepted into a position by Cornerstone Academic, the undersigned agrees not to directly or indirectly compete with the business of Cornerstone Academic during the period of employment and for a period of four (4) years following the end of the said contractual period and notwithstanding the cause or reason for that end.

The term “non-compete” as used herein shall mean that the Director/Instructor/contract worker shall not own, manage, operate, consult to or be employed in a business substantially similar to or competitive with the present tutoring, test preparation, and collegiate preparation business of Cornerstone Academic for a period of four (4) years from the date of leave or termination.

The undersigned Director/Instructor/contract worker also agrees not to disclose or in any manner distribute any privileged information and materials deemed confidential including, but not limited to: strategies, lesson plans and specific forms, documents, electronic files, etc. received from Cornerstone Academic to any person/persons or third party without the expressed and written consent of Cornerstone Academic whether for compensation or not. Such permission is neither given nor implied.

Required Confidentiality

For so long as Director/Instructor/contract worker shall remain engaged by Cornerstone Academic and for a period of four (4) years after termination of engagement with Cornerstone Academic for any reason, Director/Instructor/contract worker shall not disclose or communicate any “Confidential Information” to any person or entity other than Cornerstone Academic nor use said “Confidential Information” for any purpose or reason other than the benefit of Cornerstone Academic. For purposes of the preceding sentence, “Confidential Information” means any information regarding Cornerstone Academic’s business methods, business policies, procedures, techniques, research or development projects or results, sales information of any kind, financial information of any kind, trade secrets or other knowledge processes by Cornerstone Academic which is not generally known by individuals outside of Cornerstone Academic (including Cornerstone Academic’s employees, consultants, and advisors). Also, “Confidential Information” shall additionally include, but not be limited to, the following information of Cornerstone Academic:

- Customer lists or other customer information;
- Sales strategy, tactics, presentations or methods;
- Intellectual property or information pertaining to products or services under development;
- Any information performed within the service deemed integral to the services provided by Cornerstone Academic; and

- Pricing information, price lists, or compensation structures.

Non-compete Agreement

For so long as Director/Instructor/contract worker shall remain engaged by Cornerstone Academic and for a period of four (4) years after termination of engagement with Cornerstone Academic for any reason (to be known as the “Non-compete Period”), Director/Instructor/contract worker shall not directly or indirectly solicit business from customers or clients of Cornerstone Academic nor engage in (as an employee, shareholder, partner, consultant or any other capacity) any enterprise conducting business activities that are the same or similar to those of Cornerstone Academic within the “the Non-compete Geographic Area” (defined below). Finally, during the Non-compete Period, Director/Instructor/contract worker shall not directly or indirectly solicit any employee, officer, volunteer, or member of Cornerstone Academic for employment elsewhere (i.e., employment with any person or entity other than Cornerstone Academic).

Director/Instructor/contract worker’s bar from soliciting business from “customers or clients” of Cornerstone Academic applies to all individuals or entities who were or are “customers or clients” of Cornerstone Academic at any time during the Non-compete Period.

1. The brief description of Cornerstone Academic’s business activities contained in the recitals to this agreement shall not be considered an exclusive and exhaustive list of the business activities of Cornerstone Academic.
2. The term “Non-compete Geographic Area”, for purposes of this agreement, shall be defined as the State of Georgia and including, but not limited to any other states where Cornerstone Academic conducts business.

This agreement shall be binding upon and inure to benefit of the parties, their heirs, assigns, and personal representatives.

Instructor Name (Please Print)

Date

Instructor Signature

Instructor Initials: _____