

NON-SOLICITATION AGREEMENT

This Non-Compete and Non-Solicitation Agreement (the "Agreement") is made as of **September 5, 2024**, by and between Positive Tutors (the "Company"), with its principal office located at 4949 E Van Buren St SUITE 60144, Phoenix, AZ 85082, USA, and _____ [Tutor's Name] ("Recipient"), residing at _____ [Tutor's Address].

Purpose

The purpose of this Agreement is to protect the legitimate business interests of the Company, including its relationships with students, parents, employees, and proprietary information.

Non-Solicitation

The Tutor agrees that during the term of their engagement with the Company and for a period of 1 year following the termination of their engagement, regardless of the reason for termination, the Tutor will not directly or indirectly engage in any of the following activities:

- **Soliciting Students:** The Tutor will not solicit or attempt to solicit any student or parent of a student to terminate or reduce their relationship with the Company for the purpose of providing tutoring services independently or through another entity.
- **Soliciting Employees or Contractors:** The Tutor will not solicit or attempt to solicit any employee, contractor, or other tutors of the Company to terminate or alter their relationship with the Company.

Confidentiality

The Tutor acknowledges that during their engagement with the Company, they will have access to and become acquainted with various proprietary information and trade secrets, including but not limited to student lists, curriculum, and business strategies. The Tutor agrees to keep all such information confidential and not to disclose it to any third party, except as required in the course of their duties for the Company.

Reasonableness

The Tutor acknowledges that the restrictions contained in this Agreement are reasonable and necessary to protect the legitimate business interests of the Company. If any court of competent jurisdiction finds any provision of this Agreement to be unenforceable, such provision shall be modified to the extent necessary to render it enforceable without affecting the remainder of this Agreement.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, without regard to its conflict of laws principles.

Remedies

The Tutor acknowledges that the Company will suffer irreparable harm in the event of a breach of this Agreement, and that monetary damages will be inadequate to compensate the Company for such a breach. Accordingly, the Tutor agrees that in the event of a breach or threatened breach by the Tutor of any provision of this Agreement, the Company shall be entitled to injunctive relief, in addition to any other remedies available at law or in equity.

Miscellaneous

- **Amendments:** This Agreement may be amended or modified only by a written agreement signed by both parties.
- **Severability:** If any provision of this Agreement is found to be unenforceable, it will be enforced to the maximum extent permissible, and the remainder of this Agreement will continue in full force and effect.
- **Entire Agreement:** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings, and representations, whether written or oral.

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

Positive Tutors:

Tim Tosh
CEO
(Date)

Tutor:

[Tutor's Name]
[Date]