

Confidentiality and Non-Competition Agreement

Whereas in consideration of _____ (the Independent contractor) interested in providing services to Taal school of Dance and the Indian arts. (Taal School of Dance and the Indian Arts)

Whereas Teacher and or Independent contractor will have access to the company's customers and to the confidential and valuable business information of the company, together with its affiliates and subsidiaries, and any subsidiaries or affiliates which hereafter may be formed or acquired;

WHEREAS Company will consider Teacher and or Independent contractor as possible provider of certain service to provided that consultant/teacher agrees that the following terms and conditions will apply to consultant should he or she perform services for Taal school of dance and the Indian arts;

Therefore, the Company and the Independent contractor hereby agrees as follows:

1. The Company's Business. The Company is an institution providing education in dance, music, Arts and fitness. The Company is committed to quality and service in every aspect of its business. The Teacher and or Independent contractor will have substantial contact with the Company's customers and potential customers. The Independent contractor understands that all business and fees produced or transacted through the Teacher's and or Independent contractor's efforts shall be the sole property of the Company, and that the Teacher and or Independent contractor shall have no right to share in any commission or fee resulting from the conduct of such business other than as compensation referred to in paragraph 3 hereof.

2. Duties of Teacher and or Consultant. The Teacher and or Independent contractor shall comply with all Company rules, procedures and standards governing the professional conduct and their access to and use of the Company's property, equipment and facilities.

3. Agreement Not To Compete With the Company. As long as the Teacher and or Independent contractor is working for the Company, Teacher and or Independent contractor shall not participate directly or indirectly, in any capacity, in any business or activity that is in direct competition with the Company. Furthermore, in recognition of the fact that Teacher and or

Independent contractor will have access to the confidential information of the Company and that the Company's relationships with their customers and potential customers constitute a substantial part of their good will, the Independent contractor agrees that for one (1) year from and after termination of this Agreement, for any reason, unless acting with the Company's express prior written consent, the Teacher and or Independent contractor shall not, directly or indirectly, in any capacity, solicit or accept business from, provide consulting services of any kind to, or perform any of the services offered by the Company for, any of the Company's customers or prospects with whom the Independent contractor had business dealings in the year next preceding termination. Termination may be achieved by either party by providing a written notice of termination, which date of receipt shall mark the commencement of the 1 year non-compete term.

4. Unauthorized Disclosure Of Confidential Information. While working for the Company and thereafter, the Independent contractor shall not, directly or indirectly, disclose to anyone outside of the Company any Confidential Information or use any Confidential Information (as hereinafter defined).

The term "Confidential Information" as used throughout this Agreement means any and all trade secrets and any and all data or information not generally known outside of the Company whether prepared or developed by or for the Company or received by the Company from any outside source. Without limiting the scope of this definition, Confidential Information includes any customer files, customer lists, any business, marketing, financial or sales record, data, plan, or survey; and any other record or information relating to the present or future business, product or service of the Company. All Confidential Information and copies thereof are the sole property of the Company.

5. Prior Obligations. The Teacher and or Independent contractor has informed the Company of any and all continuing obligations that require the Teacher and or Consultant not to disclose to the Company any information or that limits the Independent contractor's opportunity or capacity to compete with any previous employer.

6. Return Of Property. At any time upon request of the Company, and upon termination of this Agreement, the Teacher and or Independent contractor shall return promptly to the Company, including all copies of all Confidential Information, records, files, and any other materials furnished, used or generated by the Teacher and or Independent contractor during the course of this Agreement, all of which the Teacher and or Independent contractor recognizes to be the sole property of the Company.

7. Miscellaneous Provisions. This Agreement contains the entire and only agreement between the Teacher and or Independent contractor and the Company respecting the subject matter

hereof and supersedes all prior agreements and understandings between us as to the subject matter hereof; and no modification shall be binding upon the Teacher and or Independent contractor or the Company unless made in writing and signed by the Teacher and or Independent contractor and the Company.

The Teacher's and or Independent contractor obligations under this Agreement shall survive its termination regardless of the manner of or reasons for such termination, and regardless of whether such termination constitutes a breach of this Agreement or of any other agreement the Teacher and or Independent contractor may have with the Company. If any provisions of this Agreement are held or deemed unenforceable or too broad to permit enforcement of such provision to its full extent, then such provision shall be enforced to the maximum extent permitted by law. If any of the provisions of this Agreement shall be construed to be illegal or invalid, the validity of any other provision hereof shall not be affected thereby.

This Agreement shall be governed and construed according to the laws of State of South Carolina, and shall be deemed to be effective upon the execution of this Agreement

BY SIGNING THIS AGREEMENT, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF ITS PROVISIONS AND THAT I AGREE TO BE FULLY BOUND BY THE SAME.

_____ Independent contractor/Teachers

_____ Date

_____ Company

_____ Date