

Student Non-Compete Agreement

THIS NON-COMPETE AGREEMENT ("Agreement") is made as of "DATE" by Shruthilayam Academy bearing EIN # 26-3248075. This agreement is between Shruthilayam Academy ("Music School") and "Student Name").

The Music School desires to receive from the student mentioned herein, a covenant not to engage, either directly or indirectly, in competition with, or to solicit any customer, client, or account of Shruthilayam Academy.

The parties mentioned above desire to set forth in writing the terms and conditions of their agreements and understandings.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises herein contained, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending legally to be bound, hereby agree as follows:

Covenants Against Competition.

The student acknowledges that the services he/she receives from the Academy have a significant and material value to the Music School, the loss of which cannot adequately be compensated by damages alone. Keeping in view the same, the student hereby acknowledges not to share any curriculum of the school without getting written consent from the school, also understands that the information given to students in the form of notes and recordings shall belong only to the Music school and the student and is not to be used for distribution to others without getting a written waiver from the school and its board. The student understands and agrees that the curriculum of the school is confidential and belongs only to the school and its staff/students/members .

During the period of the term as a student and also any time after the student ceases to be a student of Shruthilayam Academy, the student shall not within 100 miles directly or indirectly, either for student's own account or as a partner, officer, employee, agent or otherwise, be employed by, connected with, participate in, consult or otherwise associate with any other business, enterprise or venture that is the same as, similar to or competitive with Shruthilayam Academy. By way of example, and not as a limitation, the foregoing shall preclude the student from soliciting business or sales from, or attempting to convert to other sellers or providers of the same or similar products or services as provided by Shruthilayam Academy, any customer, client or account of Shruthilayam Academy with which student has had any contact during the term of his/her status as a student.

The student is allowed by Shruthilayam Academy to enroll himself/herself as a student of another music school if he /she decides to leave the Academy due to whatever reason. The student agrees not to share any details/curriculum of Shruthilayam Academy with such another school.

The student understands that the radius restriction as mentioned above shall only apply to those students who plan to operate their own venture or get involved in whichever capacity as mentioned above, leading to management/operation of another organization similar to Shruthilayam Academy either during the term or after their term with Shruthilayam Academy as this would result in competition for Shruthilayam Academy within the 100 mile radius specified above.

During the term as a student of the Music School, and thereafter the student shall not disclose to anyone any Confidential Information. For the purposes of this Agreement, "Confidential Information" shall include any of the school's confidential, proprietary or trade secret information that is disclosed to the student or the student otherwise learns in the course of being a student such as, but not limited to, business plans, customer lists, financial statements, software diagrams, flow charts and product plans. Confidential Information shall not include any information which; (i) is or becomes publicly available through no act of student, (ii) is rightfully received by student from a third party without restrictions; or (iii) is independently developed by student in a manner which does not seem copied off from the Music School contents.

The student covenants and agrees that, if he/she shall violate any covenants or mentioned herein then the Music School-Shruthilayam Academy shall be entitled to an accounting and repayment of all profits, compensation, commissions, remunerations or benefits which the student directly or indirectly has realized and/or may realize as a result of, growing out of or in connection with any such violation; such remedy shall be in addition to and not in limitation of any injunctive relief or other rights or remedies to which the Music School-Shruthilayam Academy is or may be entitled at law or in equity or under this Agreement.

The student & their family agrees in writing that they will not spread any harmful words about the Academy during the tenure as a student or after they cease to be a student of Shruthilayam Academy as this would result in loss of business and loss of name to the Music School. If the school founder has reason to believe that this clause has been violated then Shruthilayam Academy reserves the right to bring a defamation suit against such a student or their family if the student is a minor who knowingly or unknowingly involves himself/herself in such an act.

The student has carefully read and considered the provisions mentioned herein and, having done so, agrees that the restrictions set forth are fair and reasonable and are reasonably required for the protection of the interests of the Music School-Shruthilayam Academy, its officers, directors, shareholders and other employees.

In the event that, notwithstanding the foregoing, any part of the covenants set forth hereof shall be held to be invalid or unenforceable, the remaining parts thereof shall nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included therein

This Agreement shall be binding upon, the student and the Music School-Shruthilayam Academy, and their respective heirs, personal and legal representatives, successors and assigns.

Construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Pennsylvania.

The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.

As used herein, the term "Music School " shall include any corporation which is at any time a parent or subsidiary of Shruthilayam Academy.

Any notice required to be or otherwise given hereunder shall be sufficient if in writing, and sent by certified or registered mail, return receipt requested, first-class postage prepaid.

A waiver of any provision of this Agreement shall be valid only if signed by the Academy founder in writing in the presence of a notary public/witness and the other party requesting the waiver along with the concerned party's signature.

IN WITNESS WHEREOF, the student has duly executed this Agreement as of
the day and year written below.

The Music School-Shruthilayam Academy requires that each student faithfully abide by these rules and regulations. The following are rules of conduct of general application and are supplemented by local and departmental regulations which must also be observed. These rules may be modified at any time.

1. Students shall maintain a presentable appearance at all times while in class and shall wear clothing appropriate to their class. Attention to good grooming and neatness is mandatory.
2. Violence, fighting and other inappropriate conduct is prohibited.
3. Neglect of duty and insubordination will not be tolerated.
4. No student shall engage in outside employment that is detrimental to the school's interest or where such work is competitive or in conflict with the school's interest.
5. Students shall not reveal information in school records/contents/emails to unauthorized persons or other Music schools/ competing businesses.
6. Students shall not publish or broadcast material in which the Music School is identified is expressed or implied without first submitting such material to the appropriate officials for review and approval.

7. No student shall knowingly submit inaccurate or untruthful information for, or on, Shruthilayam Academy's record, report or document.
8. Students must avoid tardiness, absence, and departure from class early without the permission of their teachers. Every student shall notify his or her supervisor or specified contact of an anticipated absence or lateness in accordance with the Music School's(Shruthilayam Academy) and departmental procedures.
9. Students shall not use Shruthilayam Academy's equipment, materials or facilities for personal purposes.
10. No students shall be on or about the Music School's property soliciting funds or services, selling tickets, distributing petitions or literature for any purpose (except as otherwise provided by law) at any time without the prior consent of supervisor/teacher.
11. All duties shall be performed in a professional and workmanlike manner both with regard to the specific conduct of work assignments and as such activities affect one's relationship with others. In the latter instance, harassment for reasons related to color, race, religion, national origin, age or handicap or any others is strictly prohibited.
12. Every student will comply with safety regulations and procedures. Every student shall pay the fees and Annual registration fees on time as specified by the teacher.
13. The student shall be solely responsible for any lost and stolen items and Shruthilayam Academy will not be made accountable for the same.
14. The student understands that they might have to adjust some class schedules, locations and timings upon the request of the teacher if the class has been moved due to teacher's unavailability due to whatever reason.
15. I acknowledge that I have read, understand and agree to the foregoing General Rules of Conduct and a copy of the rules has been provided to me.

Student Signature: (Parent must sign if a student is minor)

Date: