

***Women Traveling Together***  
**Tour Leader**  
**Non-Disclosure and Non-Compete Agreement**

I recognize that *Women Traveling Together* (“Company”) is engaged in providing custom designed tours for women. As part of my periodic engagement with Company, I have certain obligations to the information I am provided access to. In return for my engagement by Company, I acknowledge and agree that:

1. **Effective Date:** This agreement (“Agreement”) shall become effective upon my agreement to accept a tour representative assignment.
2. **Confidentiality:** I will maintain in confidence and will not disclose or use, either during or after the term of my employment, any proprietary or confidential information or know-how belonging to Company (“Confidential Information”), whether or not in written form, except to the extent required to perform duties on behalf of Company. Confidential Information refers to any information, not generally known in the relevant trade or industry, which was obtained by me in the scope of my engagement. Such Confidential Information includes, but is not limited to, software, technical and business information relating to Company’s tours, research, finances, customers, marketing, and future business plans and any other information which is identified as confidential by Company. Upon termination of my engagement or at the request of my supervisor before termination, I will deliver to Company all written and tangible material in my possession incorporating the Confidential Information or otherwise relating to Company’s business.
3. **Company’s Materials:** Upon termination of my engagement with Company or at any other time upon Company’s request, I will promptly deliver to Company, without retaining any copies, all documents and other materials furnished to me by Company or prepared by me for Company.
4. **Competitive Employment:** During the term of my engagement with Company, I will not engage in any employment, consulting, or other activity in any business competitive with Company without Company’s written consent. By definition, a competitive business is any tour company or tour division within a tour company whose primary purpose is to provide group travel services exclusively for women.
5. **Non-Compete Agreement:** During the term of my engagement with Company and for a period of two (2) years thereafter, I will not engage in the creation of, or principle ownership in, a business that provides group travel services exclusively for women that is deemed as direct competition with Company.

6. **Non-solicitation:** During the term of my engagement with Company and for a period of two (2) years thereafter, I will not solicit or encourage any clients of Company to terminate their relationships with Company, or to participate in activities offered by any business competitive with Company.
7. **No Conflicting Obligations:** My performance of this Agreement and as an employee of Company does not and will not breach any agreement to keep in confidence proprietary information, knowledge or data acquired by me prior to my employment with Company. I will not disclose to Company, or induce Company to use, any confidential or proprietary information or material belonging to any previous employer or other person or entity. I am not a party of any other agreement which will interfere with my full compliance with this Agreement. I will not enter into any agreement, whether written or oral, in conflict with the provisions of this Agreement.
8. **Specific Performance:** A breach of any of the promises or agreements contained herein will result in irreparable and continuing damage to Company for which there will be no adequate remedy at law, and Company shall be entitled to injunctive relief and/or a decree for specific performance, and such other relief as may be proper (including monetary damages if appropriate).
9. **Waiver:** The waiver by Company of a breach of any provision of this Agreement by me will not operate or be construed as a waiver of any other subsequent breach by me.
10. **Sever-ability.** If any part of this Agreement is found invalid or unenforceable, that part will be amended to achieve as nearly as possible the same economic effect as the original provision and the remainder of this Agreement will remain in full force.
11. **Entire Agreement:** This Agreement, including all Exhibits to this Agreement, constitutes the entire agreement between the parties relating to this subject matter and supersedes all prior discussions, negotiations and agreements, whether written or oral. This Agreement may be amended or modified only with the written consent of both me and Company. No oral waiver, amendment or modification will be effective under any circumstances whatsoever. Nothing in this Agreement constitutes or shall be interpreted as altering or otherwise affecting my status as an “at will” tour representative; my status as an “at will” tour representative is hereby acknowledged.
12. **Assignment:** This Agreement may be assigned by Company. I may not assign or delegate my duties under this Agreement without Company’s prior written approval. This Agreement shall be binding upon my heirs, successors, and permitted assignees.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_