



INDEPENDENT CONTRACTOR'S NON-DISCLOSURE AND NON-COMPETE AGREEMENT

FOR GOOD CONSIDERATION, and in consideration of being employed by ASA College (COMPANY), the undersigned hereby agrees and acknowledges:

1. That during the course of my employ there may be disclosed to me certain trade secrets of the COMPANY; said trade secrets consisting but not necessarily limited to:
 - a) Technical information: methods, processes, formulae, compositions, systems, techniques, inventions, computer programs and research projects.
 - b) Business information: customer lists, pricing data, source of supply, financial data, marketing, production, merchandising systems and plans.
2. I agree that I shall not during or at any time after the termination of my employment with the COMPANY, use for myself or others, or disclose or divulge to others including future employees, any trade secrets, confidential information, or any other proprietary data of the COMPANY in violation of this agreement.
3. I recognize and acknowledge that during my association with COMPANY I will be given access to confidential information and secrets of the COMPANY including but not limited to names of Customers, "Key Employees" of customers, COMPANY Employees, trade processes, designs, lists, plans, equipment, specifications, methods, techniques, improvements, innovations and variations on existing patents and processes (hereinafter collectively called "Trade Secrets") and that I specifically recognize that such confidential information Trade Secrets of the COMPANY are valuable, special and unique assets of the COMPANY's business. I covenant and agree that I will not, during my association with the COMPANY, or after termination of employment for the period of two years, disclose such confidential information and Trade Secrets to any other corporation, person or association or other entity for any purpose whatsoever, and that I will keep secret any and all Trade Secrets and any confidential information relating to the business of the COMPANY.
4. That upon the termination of my employment from the COMPANY:
 - a) I shall return to COMPANY all documents and property of the COMPANY, including but not necessarily limited to: drawings, blueprints, reports, manuals, correspondence, customer lists, computer programs, and all other materials and all copies thereof relating in any way to the COMPANY's business, or in any way obtained by me during the course of employ. I further agree that I shall not retain copies, notes or abstracts of the foregoing.

DOWNTOWN BROOKLYN

81 Willoughby Street
Brooklyn, NY 11201
Tel.: 718 - 522-9073

MIDTOWN MANHATTAN

1293 Broadway/One Herald Center
New York, NY 10001
Tel.: 212-672-6450

NORTH MIAMI BEACH

3909 N.E. 163rd Street
North Miami Beach, FL 33160
Tel.: 786-279-1740



b) COMPANY may notify any future of prospective employer or third party of the existence of this agreement and shall be entitled to full injunctive relief for any breach.

c) This agreement shall be binding upon me and my personal representatives and successors in interest and shall inure to the benefit of the COMPANY, its successors and assigns.

5. I further agree that for a period of two years after termination of my employment with COMPANY, I shall not and will not solicit any of the COMPANY's customers. I also agree that I shall not solicit Key Employees of any customer or employees of COMPANY. I further agree that for the period of two years thereafter I shall not directly or indirectly enter the employ of or render any services to any person/partnership or corporation which is a competitor of the COMPANY without the prior written consent of the COMPANY.

This non-solicitation and non-competition provision shall apply only to the geographic area of New York, Florida, New Jersey, Connecticut and Pennsylvania for a period of two years after termination of the Consultant/Contractor/Employee relationship with COMPANY.

Signed this _____ day of _____, _____

Company: _____ Signature: _____
Authorized representative (Name, Title)

Contractor: _____ Signature: _____
(Name, Title)

APPLICANT SIGNATURE:

Signed: _____ Date: _____

SWORN TO BEFORE ME:

County: _____ State: _____ Date: _____

NOTARY SIGNATURE AND STAMP:

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