

Non-Compete/Confidentiality Agreement

(*N.C.O.F.*[®] Proprietary Information and Data Exchange Form)

The National Childhood Obesity Foundation[®], Inc. located at 11 Hathaway Road, Suite 1A, Marblehead, Massachusetts 01945 (hereinafter referred to as *N.C.O.F.*[®]), in good faith has initiated or will initiate in the near future communications in the form of verbal and/or writings via telephone or cell-phone, face-to-face meetings, faxes, E-mails, regular mail, FedX or like carrier, and/or by any other means of current or future electronic or non-electronic information exchange; inform, educate, solicit, release too, and outline in detail, *N.C.O.F.*[®] proprietary information (including but not limited to: property and event concept planning data, donor benefits data, donor level giving date, marketing data, event and property production estimate data, development cost and expense data, strategic plans, etc.) regarding the following *N.C.O.F.*[®] *P.O.W.E.R.*[®] health education programs and properties: the *P.O.W.E.R.*[®] Health Education Tour; the *P.O.W.E.R.*[®] Health Internship Program; the *P.O.W.E.R.*[®] *T.H.I.N.K.*SM Curriculum Health Education Website; the *P.O.W.E.R.*[®] Health Communication Programs; the *P.O.W.E.R.*[®] Health Obesity Research Program; and the *P.O.W.E.R.*[®] Health Scholarship Program. *N.C.O.F.*[®] in "good faith" is releasing said *N.C.O.F.*[®] proprietary information and data regarding the above cited *N.C.O.F.*[®] events too (official corporate name):

_____ of

(official corporate mailing address):

_____ (hereinafter referred to as Recipient). Recipient shall not, from the cited *N.C.O.F.*[®] date above and during the stated duration herein, directly or indirectly use, compete and/or create in any manner and/or form, on its own and/or with any third party a similar and/or like event or events as detailed on *N.C.O.F.*[®] 's website or as received via any other means of communication. Any information provided or to be provided is considered to be proprietary to *N.C.O.F.*[®], and is provided to Recipient to raise awareness and understanding of the Foundation's mission, vision, and strategy; or for better informed partnering and/or co-branding opportunities, and/or donor decision-making purposes only. Recipient will treat with a reasonable standard of care (that is a standard whereby a duty is placed on the Recipient of this information to use all reasonable means necessary to protect said information from being released to any third party not under the same standard as cited herein). *N.C.O.F.*[®] recognizes two exceptions to the extent that such information is: (i). disclosed pursuant to the requirements of any law or governmental agency, and/or (ii). disclosed to or from a third party under an identical or higher standard of care to Recipient's herein, but has received a waiver, in writing, from *N.C.O.F.*[®] to permit such an exchange between Recipient and any third party. Furthermore, this reasonable standard of care will be

applicable during the duration of *N.C.O.F.*[®] 's and Recipient's immediate exchanges of *N.C.O.F.*[®] 's proprietary information and for a duration of thirty-six (36) months thereafter.

Recipient may share *N.C.O.F.*[®] 's proprietary information and data with colleagues /employees, brand managers, product-line division executives, strategic business unit management within its own corporate umbrella on a "need to know" basis, as long as, they are informed in-writing by reasonable means of the legal duty imposed by this reasonable standard of care.

The Recipient by its signature below understands and attests to the need to protect *N.C.O.F.*[®] 's proprietary information and data no matter how it is received from *N.C.O.F.*[®] from any third party knowledge and/or usage as cited above.

Recipient Senior Corporate Officer or Brand Manager Signature

Date

Typed Name of Signing Senior Corporate Officer or Brand Manager

Telephone

Email Address