

## **Confidentiality/Non-Compete Agreement (Proprietary Information Exchange Form)**

**The National Childhood Obesity Foundation, Inc. located at Eleven Hathaway Road, Suite 1A, Marblehead, Massachusetts** (hereinafter referred to as **N.C.O.F.®**), in "good faith", has and/or will in the future, communicate via **N.C.O.F.®**'s website and/or verbally and/or in writing via faxes, E-mails, regular mail, FedX, and/or by any other means of information exchange; inform, educate, solicit, release to and outline in detail including but not limited to: donor information; event and programming development and production; donor benefits; strategic plans; development and marketing data; demographic and targeted donors; production data; cost data; celebrity couples board; etc. (hereinafter referred to as "Proprietary Information" or "PI") 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.®** Health Communications Program; the **P.O.W.E.R.® T.H.I.N.K™** Curriculum Health Education Program and Website; the **P.O.W.E.R.®** Health Obesity Research Program; the **P.O.W.E.R.®** Health Scholarship Program; and the **P.O.W.E.R.®** Health Animated Characters Henry and Alisha. **N.C.O.F.®** in "good faith" shall release said **N.C.O.F.®** PI regarding the events and programs cited above to (corporate name and address):

\_\_\_\_\_ located at \_\_\_\_\_ (hereinafter referred

to as **Recipient**). **Recipient** shall not use the PI from the cited date below 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 discuss insurance placement for business 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 including without limitation, pursuant to the terms of a subpoena or other similar document, (ii). disclosed to or received from a third party under an identical restriction 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, and which **Recipient** has confirmed in writing of no reason to believe that such third party had any confidentiality or fiduciary obligation to **N.C.O.F.®**; and (iii) in the Public domain at the time disclosed to or obtained by **Recipient**, or becomes part of the public domain through no act, omission or fault of **Recipient**.

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 sixty (60) months thereafter. **Recipient** may share **N.C.O.F.®**'s proprietary information with colleagues/employees within its own company on a "need to know" basis, as long as, they are informed, in-writing, via reasonable means of the legal duty imposed by this standard of care. Whether or not **N.C.O.F.®** and **Recipient** conclude this exchange of **N.C.O.F.®**'s proprietary information with a written contractual business relationship, **Recipient** will implement this reasonable standard of care immediately upon receipt of said PI and will maintain said standard for a duration of sixty (60) months after receipt and/or after the conclusion of a written contractual agreement between the parties herein.

The **Recipient** by its signature below understands and attests to the need to protect **N.C.O.F.**®'s PI and data no matter how it is received from **N.C.O.F.**® including from any third party under same standard of care.

\_\_\_\_\_  
Recipient Senior Corporate Officer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed Name of Signing Senior Corporate Officer

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Email