

## **ChiWalking® Mentor CONFIDENTIALITY & NON-COMPETE AGREEMENT**

This Confidentiality and Non-Compete Agreement ("Agreement") is entered into by and between ChiLiving, Inc. doing business as ChiWalking® ("ChiWalking®) and (Name) \_\_\_\_\_, hereafter referred to as "You" and "Your." ChiWalking® and You agree as follows:

**1. Confidential Information.** While involved with ChiWalking® or attending ChiWalking® Mentor courses, you will be exposed to certain valuable information that ChiLiving, Inc.® deems confidential (hereafter the "Information"). This Information includes, but is not limited to, the ChiWalking® exercise method, techniques, program, processes, unpublished materials, products, and all other information included in the scope of the confidential Information as described below, all of which are collectively referred to for convenience as the "ChiWalking® Program and Method." ChiLiving, Inc.® wishes to disclose the Information only if it can do so without risk that the Information's value will be diminished. You understand that ChiLiving, Inc.,® has invested substantial effort into developing this Information and the ChiWalking® Program and Method, and that your **unauthorized disclosure of the Information would irreparably damage ChiWalking and ChiLiving, Inc.®**

**The SCOPE of the confidential Information includes**, but is not limited to the ChiLiving® running, walking, hiking, living and fitness methods, program, and discipline. The Information includes the teaching techniques, instructional and other materials, and concepts in the presentation package, workbooks, and presentations that ChiLiving, Inc.. and ChiWalking® will make available to you only upon your signing this Agreement. The Information includes designs, text, movement techniques and combinations, and the concept of the ChiWalking® Program and Method, which themselves are among ChiWalking®'s trade secrets. The confidential Information includes ChiWalking®'s "know-how," clients, client lists, Certified Instructor and Instructor candidate and Mentor lists, certification standards, databases, marketing, tactics and strategy, merchandising, licensing, licensees, vendors, personnel contracts and their terms, business models and plans, compilations, techniques, devices, intellectual property, methods, processes, copy, formats, packaging, brand names, formulas, patterns, products, slogans, and illustrations. **The Information includes all trade secrets and other information about ChiLiving Inc®'s and ChiWalking®'s methods, programs, business, and techniques to which You are exposed while involved with ChiWalking® in any capacity.**

In consideration of ChiWalking® disclosing this Information to you, and training you to become a ChiRunning® Mentor, You hereby agree that the Information is and shall be kept confidential, except as You are authorized to disclose it by ChiLiving, Inc. and ChiWalking® and **only after being approved as a Mentor**. You also agree that information and resources which You develop or obtain while reviewing the ChiWalking® Information or serving as a ChiRunning® Mentor automatically become the property of ChiLiving, Inc.®, and that You will inform ChiLiving, Inc.® of those developments. You agree that all such Information shall be used only to benefit ChiLiving, Inc. and ChiWalking®.

You also agree to keep the Information secret and to hold it in confidence except as You are authorized to disclose it by ChiWalking®. You agree that you will not divulge, without consent, any of the Information to anyone who does not need to know to further ChiLiving, Inc. and ChiWalking®'s purposes unless: (a) the information is known to You prior to obtaining it from ChiWalking®; (b) the information is, at the time of disclosure by You, then in the public domain; or (c) the information is obtained by You from a third party who did not receive it directly or indirectly from ChiLiving, Inc.®. You agree to return to ChiLiving, Inc.® all materials related to the ChiWalking® Program and Method within fifteen (15) days of the conclusion of Your providing services to ChiWalking®, or when your Mentor License ends, whichever is earlier, including all documentation, copies, notes, diagrams, computer data storage media, and other materials containing any portion of the Information.

Whether or not confidential or already public, ChiWalking® trademarks and trade names (including ChiLiving, ChiRunning®, ChiWalking®, and others), and its written and recorded materials are protected by federal and state law, including copyright and trademark laws, from unauthorized reproduction or use, and may not be used or reproduced in any way without ChiLiving, Inc and ChiWalking®'s consent.

**2. Authorized Disclosures by Certified ChiRunning® Instructors.** Once approved as a ChiWalking Mentor, You are authorized to support others in learning the ChiWalking® Program and Method to clients using the teaching materials and techniques as presented in the workbook distributed at or in connection with the Mentor workshop. You agree to comply with all guidelines in the ChiRunning® Mentor Manual that you will receive as part of your training, and all other materials provided to you by ChiWalking® from time to time, including but not limited to all guidelines relating to use of all ChiWalking® names and logos (including ChiRunning®, ChiWalking®, and ChiLiving) in all promotional activities associated with your work as a ChiWalking® Mentor. You may not use or disclose the names, logos, or Information in any other manner or context without ChiWalking®'s written consent. You may not teach others to teach the ChiWalking® Program and Method or to be ChiWalking® Program and Method instructors, and You may not certify others in the ChiWalking® Program and Method. You may not authorize any facility to represent that it is an authorized or licensed ChiWalking® Facility. You understand that the materials that will be distributed to you, are copyrighted works, and that they may not be copied, reproduced, licensed, displayed, performed, or distributed in any manner except as expressly authorized in the written Manual that will be distributed at or in connection with the Mentor workshop.

**3. Non-competition.** You agree not to manufacture, sell, deal in or otherwise use or appropriate the Information for your own use, including but not limited to creating derivative works, adaptation, imitation, redesign, reverse engineering, digitization, or modification. Products or services that You are currently manufacturing or marketing that are similar to those described in the Information and that are expressly listed on Schedule A attached hereto ("Preexisting Products") are exempt from this non-competition provision. You agree that You will not market, or cause to be marketed any exercise or fitness method or program that is substantially similar to the ChiRunning® or ChiWalking® Program and Method to anyone in the world at anytime during the time you are reviewing the ChiWalking® Information or performing services for ChiWalking® or serving as a ChiWalking® Mentor and for a period of one year after the completion of that review or those services, or your certification ends. You further agree that You

will not market, or cause to be marketed any program or method using the same or a substantially similar method to persons or businesses whom are then-present clients, contractors, directors, employees, or instructors of ChiWalking® for a period of two years after review, the completion of the services you performed for ChiWalking® or your certification ends. If the provisions contained in this non-competition provision are deemed to exceed the time, geographic, or other limits imposed by applicable law in any jurisdiction, then such provision shall be deemed reformed in such jurisdiction to the maximum extent permitted by applicable law.

**4. General Provisions.** This is the Parties' entire Agreement. It supersedes any and all prior agreements whether written or oral, and may be amended only by a separate writing. The persons signing below represent and warrant that each has the full power and authority to bind the party on whose behalf he or she signs, even if he or she signs on behalf of a corporation. This Agreement shall be construed using California law except as it applies to conflicts of law. The Parties consent to the jurisdiction of any federal or state court within San Francisco, California. If any provision of this Agreement is determined to be unenforceable, that provision shall be reformed as set out above, or severed if such reformation is not applicable, and all other provisions shall remain in effect. This Agreement is not assignable, and shall bind the Parties and their heirs, beneficiaries, affiliates, directors, shareholders, partners, and successors. Correspondence will be to the Parties at the addresses at the bottom of this Agreement, or to such other places that the Parties designate from time to time in writing. This Agreement may be signed in counterparts, which together shall be one contract. Faxed signatures shall be construed to be as valid as originals.

**ACCEPTED AND AGREED AS OF THE EFFECTIVE DATE ABOVE:**

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Katherine Dreyer

By: \_\_\_\_\_

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

For: ChiWalking®  
530 Merrimon Avenue, Suite A  
Asheville, NC 28804

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

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

**SCHEDULE A  
PREEXISTING PRODUCTS**

Only those products listed here below are Pre-existing Products/Services exempt from the non-compete provisions of this Agreement.

PRODUCT NAME	PRODUCT DESCRIPTION

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Katherine Dreyer

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

For: ChiWalking®  
530 Merrimon Avenue, Suite A  
Asheville, NC 28804

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

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_