**Confidentiality, Non-Solicitation, Non-Competition, and Solicitation Agreement**

In consideration of my employment or continued employment with Fitness Fun & Games, Inc. (“FFG”), I agree to the following:

**Confidentiality**. The Employee acknowledges and agrees that, by virtue of his or her employment with FFG, the Employee may have access to and use FFG’s Confidential Information. For purposes of this Agreement, the term “Confidential Information” includes all information known by the Employee as a consequence of his or her employment with FFG, whether in oral, written, or electronic form, that is about FFG, its clients and vendors, FFG’s operations, finances, methods, and processes, and all information entrusted to FFG in confidence by anyone else including, but not limited to, client names and contact information, pending projects and proposals, information about vendors, business dealings with clients or vendors, pricing, trade secrets, and/or any other confidential or proprietary information relating to the operation of FFG. Confidential Information does not include information that is generally available to the public.

**Non-Solicitation**. Employee shall not, at any time during his or her employment with Employer and for a period of eighteen months after the termination of his or her employment for any reason, on behalf of himself or herself or on behalf of any other person or entity, directly or indirectly, by any method of communication, including but not limited to, oral, written, or electronic communication, or any form of communication made through social media:

(a) Solicit or advise any Client to patronize any business that offers products and services that are competitive with the products and services offered by Employer;

(b) Solicit or advise any Client to cease doing business with Employer or to reduce the volume of business done with Employer;

(c) Solicit or advise any employee of Employer to terminate his or her employment with Employer; and

(d) Solicit or advise any vendor of Employer to cease doing business with Employer or to reduce the volume of business done with Employer.

For purposes of this provision, the term “Client” is defined as any person or entity with whom Employee did business during Employee’s employment with Employer and is limited to those persons or entities for whom Employee performed services or with whom Employee had substantial contact in the course of his or her employment with Employer.

**Non-Competition**. Employee shall not, at any time during his or her employment with Employer and for a period of eighteen months after the termination of his or her employment for any reason, directly or indirectly, on behalf of himself or herself or on behalf of any other person or entity become employed or otherwise engaged in the business of childcare/youth programming in any capacity that is the same as or similar to the position Employee held with Employer within a three-mile radius of Employer’s locations without prior written agreement with the Employer.

**Solicitation**.  The Company has established a non-solicitation policy to ensure the productivity and safety of the workplace environment.  To that end, selling, solicitation, and/or distribution are not permitted in working areas or on working time, by either employees or third parties.  A working area is any place where work is usually performed or that is used for Company purposes, and working time is all time when an employee is supposed to be working.  Soliciting is requesting another person to do something, such as join, subscribe to, or donate to a club, union, religious group, political organization, or other organization.  Distribution is the circulation, passing, or posting of any petition, notices, literature, pamphlets, or other printed materials.  Off duty employees, employees who have not yet begun to work, and persons not employed by the Company are not permitted in any Company work area for the purpose of soliciting or distributing materials

FFG staff, shall not use their position to advance any commercial, business, political, religious, or personal issue with parents, children, other FFG personnel, or school personnel.

Failure to abide by these rules is grounds for discipline, including suspension or termination of employment and any legal recourse that is applicable.

I hereby acknowledge receipt and the opportunity to review this Confidentiality, Non-Solicitation, Non-Competition, and Solicitation Agreement.

Staff Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Staff Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_