

## NONDISCLOSURE AGREEMENT

This Agreement is entered into as of the DATE, by and between CrossFit, LLC ("**CrossFit**") and volunteer (or if applicable, contractor) ("**Receiving Party**").

Whereas, CrossFit is, among other things, in the business of designing, creating, developing, marketing, distributing, licensing and supporting a strength and conditioning program, including a network of affiliated gyms, the CrossFit Games (including qualifying rounds such as the Open, Quarterfinals, Semifinals, etc.) and other sporting and fitness related events and competitions, fitness and nutritional seminars, certificate courses, insurance-related products and related software, tools and associated content, features, products and services (hereinafter collectively referred to as the "**Product**" or "**Products**"), and has developed certain confidential and proprietary information and related materials concerning the Products and CrossFit's business, including, without limitation, CrossFit's financial information, CrossFit Games and event programming, administration, workouts, rules, restrictions, scoring, results, schedules, methodology, prescription, technology, software, hardware, tools, artwork, design, CrossFit-affiliated gym (and membership and ownership) and related information, insurance-related information, database(s), lists, personal and personally identifiable information, development, support, operation, maintenance and marketing of Products, which information, data (including user and customer), lists and materials CrossFit desires to maintain as confidential, proprietary and/or trade secret information, whether in electronic, digital, machine-readable, written, oral or visual form (hereinafter the "**Confidential Information**"); and

Whereas, Receiving Party wishes to, has and/or will receive the Confidential Information in connection with the CrossFit Games.

Now, therefore, in consideration of representations, warranties and covenants contained hereinafter, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Receiving Party and CrossFit agree as follows:

1. Scope. This Agreement shall apply to all Confidential Information disclosed by or on behalf of CrossFit or its affiliates to Receiving Party at any time, whether or not owned, licensed or developed by CrossFit or its affiliates, including without limitation all information related to the Product and CrossFit's or its affiliates' technology, software, databases, lists, data, customer, trainer, certificate holder, seminar attendee and athlete lists and information, insurance or CrossFit RRG information, tools, know-how, scoring and scoring methodologies, workouts, results, schedules, products, potential products, services, markets and other business information, whether disclosed orally, visually, in writing, in electronic, digital or machine-readable form.

2. Non-Disclosure of Confidential Information. Receiving Party agrees that (i) it shall hold the Confidential Information in strict confidence and not disclose such Confidential Information to any third parties, including consultants; (ii) it shall disclose the Confidential Information only to those employees of the Receiving Party who need to know such information in order to carry out the purpose of this Agreement and only to the extent necessary for such purpose; (iii) it will not disclose any Confidential Information to affiliates of Receiving Party without CrossFit's prior written consent; (iv) it will take all measures necessary to safeguard the Confidential Information in order to prevent it from falling into the public domain or into the possession of persons other than those persons authorized hereunder to have any such information; such protective measures shall include but in no event be less than the highest degree of care that Receiving Party utilizes to protect its own

confidential information of a similar nature; (v) it shall not reverse engineer, decrypt, disassemble or decompile any code or tools included in the Confidential Information or remove any copyright notice, trademark notice, and/or other proprietary legend set forth on or contained within any of the Confidential Information; and (vi) it shall not directly or indirectly, either during or subsequent to the term of this Agreement, disclose the existence, content, and/or substance of this Agreement or any of the Confidential Information to any third party, nor utilize the Confidential Information for its own use or otherwise than in strict compliance with the provisions of this Agreement. Receiving Party will advise any employees who are provided access to Confidential Information of the confidential nature thereof and shall be responsible for any breach of this Agreement by its employees or agents.

3. Exceptions. The obligations set forth in Paragraph 2 shall not apply to Confidential Information for which Receiving Party can demonstrate that such information (i) becomes part of information in the public domain through no fault of the Receiving Party; (ii) was known by Receiving Party prior to the disclosure thereof by CrossFit; or (iii) properly comes into the possession of Receiving Party from a third party which is not under any obligation to maintain the confidentiality of such information. Receiving Party may disclose Confidential Information pursuant to a judicial or other government order, provided that Receiving Party shall provide CrossFit with prompt notice prior to any disclosure so that CrossFit may seek other legal remedies to maintain the confidentiality of such Confidential Information, and Receiving Party shall comply with any applicable protective order or equivalent.

4. Remedies. Receiving Party agrees that the unauthorized disclosure or use of Confidential Information will cause irreparable harm and significant injury for which money damages may be inadequate and/or difficult to ascertain. Accordingly, Receiving Party agrees that CrossFit shall have the right to seek an immediate injunction enjoining any breach of this Agreement. Receiving Party agrees further that, if it fails to comply with any of its obligations as set forth herein, CrossFit shall be entitled to an accounting and repayment of all forms of compensation, commissions, remunerations or benefits which Receiving Party directly or indirectly realizes as a result of or arising in connection with any such failure to comply. Such remedy shall be in addition to and not in limitation of any injunctive relief or other remedies to which CrossFit may be entitled under this Agreement or otherwise at law or in equity. In addition, Receiving Party agrees to indemnify and hold CrossFit harmless from and against all claims, losses, liabilities, damages, expenses, and costs (including, without limitation, reasonable fees for attorneys and expert witnesses) which result from a breach or threatened breach of any of Receiving Party's agreements herein.

5. Return of Materials. All copies of Confidential Information in tangible (including, without limitation, electronic, written, digital and magnetic) form which are in the possession of Receiving Party will be promptly returned to CrossFit at any time upon CrossFit's request. Receiving Party agrees that it shall thereafter retain no photocopies, back-ups or other reproductions or transcriptions of any portion of the Confidential Information.

6. No License. Receiving Party hereby acknowledges that all Confidential Information shall be and remain the sole property of CrossFit. Receiving Party recognizes and agrees that nothing contained in this Agreement shall be construed as granting any rights, by license or otherwise, to any Confidential Information, or as obligating either party hereto to enter into any further agreement with respect to the subject matter hereof or otherwise. Receiving Party may provide feedback and comments to CrossFit based on the Products or Confidential Information. All of Receiving Party's feedback and comments shall be the sole and exclusive property of CrossFit

and/or its licensors or licensees, and CrossFit and/or its licensors or licensees shall have the perpetual right to use all or part of the Receiving Party's feedback or comments in any manner or media now known or hereafter devised without any payment of any form of compensation, royalties, fees, commissions, remunerations or benefits. Receiving Party agrees that CrossFit and/or its licensors or licensees own all rights, title, and interests in any and all of Receiving Party's feedback and comments, without any remuneration, compensation or credit to Receiving Party. To the extent that any of the rights assigned herein cannot presently be assigned under applicable law, Receiving Party agrees to assign such rights at such time as the rights are capable of being assigned. Receiving Party agrees at CrossFit's request to execute such further documents and to do such further acts as may be necessary or desirable to document, perfect, register or enforce CrossFit's and/or its licensor's ownership of any of the rights, title and/or interests in the Product and the Confidential Information, in whole or in part including, without limitation, execution of a copyright assignment in a form provided by CrossFit in its sole discretion. If Receiving Party fails or refuses to execute any such documents, Receiving Party hereby appoints CrossFit as Receiving Party's attorney-in-fact, which appointment is coupled with an interest and is irrevocable, to act on Receiving Party's behalf and to execute, deliver, record and file such documents. The rights granted, assigned and/or to be assigned by Receiving Party hereunder are granted for the entire universe and shall inure in perpetuity, and, as set forth above, no further consideration shall be payable to Receiving Party at anytime in connection therewith. Receiving Party further acknowledges and agrees that nothing contained in this Agreement shall be construed as granting Receiving Party the right to utilize the Confidential Information to develop, manufacture, produce, and/or distribute any goods, products or services derived from or which otherwise uses any of the Confidential Information, or to authorize or in any way assist others to do so, without CrossFit's prior written consent. Receiving Party understands and acknowledges that any and all Confidential Information which is provided to it hereunder is provided without any representation or warranty by CrossFit, express or implied, as to the accuracy or completeness of such Confidential Information.

7. Term. The term of this Agreement shall commence upon the date first written above and shall continue in full force and effect as long as any of the Confidential Information continues to be maintained as confidential and proprietary by CrossFit and/or its affiliates.

8. No Assignment. Receiving Party may not assign this Agreement, nor may any of Receiving Party's rights hereunder be assigned or otherwise transferred to any third party, without CrossFit's prior written consent. Any attempted or purported assignment or other such transfer by Receiving Party to any third party without CrossFit's consent shall be void. CrossFit may assign, transfer or delegate this Agreement, in whole or in part, in its sole and absolute discretion. Subject to the foregoing, this Agreement shall be binding upon and for the benefit of Receiving Party, CrossFit and affiliates of CrossFit, and each of their respective successors and permitted assigns, and no other person shall acquire or have any rights under this Agreement.

9. Governing Law and Jurisdiction. This Agreement shall be governed by and construed under the laws of the State of California, except with respect to conflict of law provisions. Any action or proceeding brought to enforce the terms of this Agreement or adjudicate any dispute arising out of this Agreement shall be brought in the County of San Diego, State of California (if under state law) or the Southern District of California (if under Federal law). The parties will not raise in connection therewith, and hereby waive, any defenses based upon the venue, the inconvenience of the forum, the lack of personal jurisdiction, the sufficiency of service of process or the like in any such action or suit brought in the State of California.

**Notwithstanding anything to the contrary herein, Receiving Party hereby irrevocably waives**

**any right or remedy to seek and/or obtain injunctive or other equitable relief or any order with respect to, and/or to enjoin or restrain or otherwise impair in any manner, the production, support, development, operation, distribution, exhibition or other exploitation of CrossFit Products or any CrossFit goods, products or services, or the use, publication, distribution or dissemination of any advertising in connection with such Products, goods, products or services. The provisions of this paragraph shall supersede any inconsistent provisions of any prior agreement between the parties.**

10. Miscellaneous. Failure to enforce any provisions of this Agreement shall not constitute a waiver of any term hereof. This document contains the entire agreement between the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous agreements with respect to the subject matter hereof. No waiver or modification of any of the provisions of this Agreement shall be valid unless in writing and signed by both of the parties. In the event that any provision of this Agreement (or portion thereof) is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, such provision (or part thereof) shall be enforced or, if incapable of such enforcement, shall be deemed to be deleted from this Agreement, while the remainder of this Agreement shall continue in full force and remain in effect according to its stated terms and conditions.

11. Non-Disparagement. Receiving Party shall not defame, ridicule, or disparage the reputation of CrossFit, its founders, employees, staff, representatives, agents or volunteers, the Products or other individual or entity.

IN WITNESS WHEREOF, the parties hereby have caused this Agreement to be executed as of the date written above.

RECEIVING PARTY

CROSSFIT, LLC

*By /Volunteer/*

*By /CrossFit, LLC/*