

CONFIDENTIALITY AGREEMENT

I, the undersigned, recognize that in connection with my capacity as a member of the Board of Directors of the WILLIE STARGELL FOUNDATION, INC. (“the Foundation”), I will have access to and become familiar with the Foundation’s confidential information. I further recognize that I will be performing a highly responsible role and may have important personal contact with sponsors, donors, celebrities, and other members of the public who may or do support the Foundation with their time, talent, and money. I understand that the Foundation must protect itself from any injury that might occur to the Foundation as a result of the disclosure of such information. Finally, I recognize that my agreement not to disclose the Foundation’s confidential information is a material inducement to my appointment to the Foundation’s Board of Directors, and I enter into this Agreement for the benefit of the Foundation in consideration of my appointment to the Board of Directors and as a condition of my service.

I agree to be bound by this Agreement, which shall survive the termination of my relationship with the Foundation. I hereby agree as follows:

1. Confidentiality. I agree that except as required by applicable law, I will not at any time during or after my service on the Board of Directors, directly or indirectly reveal, divulge, publish, or make known to any person, firm, company or corporation, nor will I make personal use of, any information that relates to the Company’s business which is not generally available or used by others, including, but not limited to: The content of meetings of the Foundation’s Board of Directors; the financial records of the Foundation; financial information related to any current, past, or future Willie Stargell Foundation Celebrity Golf Tournament or other Foundation event; the Foundation’s plans for future golf tournaments and other future Foundation events; and the addresses, email addresses, telephone numbers, and other contact information of actual and potential celebrity guests who have participated or will participate in Foundation events (collectively, “Confidential Information”).

2. Agreement Not to Contact Celebrity Guests or Sponsors. I agree that I will not contact actual or potential celebrity guests or sponsors regarding matters related to the Foundation, the Willie Stargell Foundation Celebrity Golf Tournament, or without the express approval of the Foundation President.

3. No Contact with Media. I agree that I shall not purport to be the spokesperson of the Foundation, nor shall I have interviews or other contact with the media regarding the Foundation, Willie Stargell Foundation Celebrity Golf Tournament, or other Foundation matters or events. I shall not solicit media inquiries, and I shall direct any unsolicited media inquiries to the Foundation President or the event chairperson designated by the President.

4. Severability and Interpretation. In the event that any provision of this agreement is held invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. Further, in the event that any provision is held to be overbroad as written, such provision shall be deemed amended to narrow its application to the extent necessary to make the provision enforceable according to applicable law and enforced as amended.

5. Applicable Law; Jurisdiction. This agreement shall be governed by and construed in accordance with the laws of the State of North Carolina. Each party hereto specifically consents to and agrees that any legal action or proceeding for enforcement of or breach of this agreement or any other claims which may arise out of their relationship shall be instituted and maintained in any state or federal court of competent jurisdiction located in New Hanover County, North Carolina, and. each party specifically consents to, and agrees that such party is subject to, the jurisdiction of such courts.

6. Waiver. The Foundation's waiver of any terms of this agreement or any violation(s) of this agreement shall not constitute a waiver of its rights with respect to other violations of this agreement or prejudice its rights to enforce a provision of this agreement previously waived, unless such waiver is in a writing signed by the Company.

7. Injunction. I understand and agree that if I violate this agreement, the Foundation's remedy at law will be inadequate and the Foundation shall have the right, in addition to other rights it may have, to obtain injunctive relief to restrain any breach or threatened breach of this agreement.

8. Indemnification. I agree to indemnify and hold the Company harmless from and against any and all losses, claims, damages, or expenses, including attorneys' fees, arising or growing out of any breach or threatened breach of this agreement.

9. Entire Agreement. This agreement contains the entire agreement of the parties regarding the matters described herein, and there are no provisions other than those set forth herein. All changes, additions or deletions must be in writing and signed by all the parties to this agreement.

10. Parties. This agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Confidentiality Agreement to be effective as of this ____ day of January, 2012.

Board Member

_____(SEAL)

Print Name: _____

Willie Stargell Foundation, Inc.

By: Tim Gardner, Board Chair 2017