

CPL Soccer LP

Confidentiality and Non-Disclosure Agreement

Thursday, November 4, 2021

This Confidentiality and Non-Disclosure Agreement (the “Agreement”) is made and entered into on Thursday, November 4, 2021 by and between **U SPORTS CPL draft prospect** (the “Receiving Party”) and CPL Soccer LP (the “Disclosing Party”) (together referred to as the “Parties”).

RECITALS

1. The Receiving Party and the Disclosing Party wish to engage in discussions (the “Discussions”) regarding a possible business relationship (the “Possible Relationship”).
2. The Disclosing Party possesses certain highly confidential, proprietary information and trade secrets, as defined herein.
3. The Disclosing Party may disclose certain highly confidential, proprietary information and trade secrets in the course of the Discussions.
4. The Disclosing Party desires to ensure that this information remains confidential and is not disclosed to any unnecessary third party.
5. The Parties, in order to foster Discussions concerning the Possible Relationship, agree to be bound by the provisions of this Agreement.

AGREEMENT

In consideration of the above promises, the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows.

1. Definitions.

a. Defined Terms. As used herein, the following terms have the meaning set forth below:

- i. “Confidential Information” means any information, except Excluded Information, that one Party (in such capacity, the Disclosing Party or his representative) provides to the other Party (in such capacity, the Receiving Party or his/its representative) in connection with the Possible Relationship, including, but not limited to financial, business, strategic, artistic, schematic, technical and nontechnical in any form, and all notes, specifications, data, trade secrets, customer lists, ideas, code, spreadsheets, product and marketing plans, customer lists, financial information and/or projections, and business policies or practices, analyses, studies prepared by the Disclosing Party and similar concepts and any derivative work thereof, regardless of who prepared such work and on which medium it is stored.
- ii. “Excluded Information” means any information, however designated, that:
 - a) Was, is, or becomes publicly known other than through a breach of this Agreement by the Receiving Party;
 - b) Is already known to the Receiving Party at the time of disclosure;
 - c) Is lawfully received by the Receiving Party from a source other than the Disclosing

- Party, which source is not itself known by the Receiving Party to be bound by a confidentiality agreement with the Disclosing Party; or
- d) Is authorized in writing by the Disclosing Party to be released from the confidentiality obligations herein.
- iii. “Person” means a natural person, Disclosing Party, corporation, government or political subdivision thereof, agency, instrumentality of a government, Limited Liability Disclosing Party, partnership, joint venture, association, bank or other financial institution.
- iv. “Representative(s)” means, with respect to any Person, that Person’s directors, officers, employees, affiliates, players, managers, members, shareholders, agents and advisors.
- v. “Restricted Period” means until Friday, January 29, 2022 7 PM ET commencing on the date hereof.

b. Construction. Unless the context of this Agreement otherwise requires: (i) words of any gender include each other gender; (ii) words using the singular or plural number also include the plural or singular number, respectively, (iii) the term “hereof,” “herein,” “hereby” and similar or derivative words refer to this entire Agreement; (iv) the term “Section” refers to the specified Section of this Agreement; (v) the word “or” will be deemed to include both its disjunctive and its conjunctive meaning; and (vi) the term “including” and similar or derivate words will be deemed to be followed by the words “without limitation.” Whenever this Agreement refers to a number of days, that number will refer to calendar days unless otherwise expressly specified.

2. Confidentiality; Non-disclosure. The Receiving Party will keep the Disclosing Party’s Confidential Information, including, but not limited to the U SPORTS Draft pick selections, conversations with the Disclosing Party and its employees and affiliates, strictly confidential during the Restricted Period. The Receiving Party shall exercise reasonable care, including safeguarding and protecting such Confidential Information using at least those practices that are reasonably expected under the circumstances. The Receiving Party will not use or permit any of his/its Representatives to use any of the Disclosing Party’s Confidential Information for any purpose other than in connection with the evaluation of the Possible Relationship, as contemplated under this Agreement. The Receiving Party shall make sure any such Confidential Information is not available to any Person for any other purpose whatsoever. Except with the Disclosing Party’s prior written approval or as required by law, the Receiving Party shall not disclose or permit its Representatives to disclose, to any Person (other than his/its Representatives,) the fact that it is engaging in the Discussions or considering the Possible Relationship, or the fact that the Disclosing Party has provided the Confidential Information to the Receiving Party. The Receiving Party agrees to be responsible for any actions taken by his/its Representatives that are inconsistent with the terms of this Agreement.

3. Ownership of Confidential Information. The Disclosing Party’s Confidential Information, including intellectual property and business concepts, will remain his exclusive property. Except to the extent necessary to evaluate the Possible Relationship, the Disclosing Party does not grant to the Receiving Party any license, right, title or interest in or to the Disclosing Party’s Confidential Information.

4. Return of Confidential Information. Upon the Disclosing Party’s written request (either in paper or via email) at any time, the Receiving Party will promptly redeliver to the Disclosing Party or destroy, at the Disclosing Party’s sole option, all copies of documents (in any media) containing the Disclosing Party’s Confidential Information, and will promptly destroy all memoranda, notes and other writings the Receiving

Party or any of its Representatives prepared based on the Disclosing Party's Confidential Information. If the Receiving Party has destroyed any of the Disclosing Party's Confidential Information, he/it may respond to a return request by delivering a written notice signed by the Receiving Party to the Disclosing Party stating that such Confidential Information was destroyed.

5.No Warranty or Representation. The Parties acknowledge and agree that: (a) all Confidential Information is provided on an "as is, where is" basis, and that the Disclosing Party has not made, nor will make, any warranty whatsoever with respect to Confidential Information, including without limitation warranties of accuracy, completeness or performance; (b) this Agreement creates no obligation to enter into or consummate the Possible Transaction or any agreement relating to the Possible Relationship; and (c) this Agreement creates no obligation to disclose confidential and proprietary information.

6.Legally Required Disclosure. If the Receiving Party becomes legally compelled (by oral questions, interrogatories, request for information or documents, subpoena, civil investigative demand, or similar process) to disclose any Confidential Information, the Receiving Party will provide the Disclosing Party with prompt written notice so that the Disclosing Party may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. The Receiving Party will not oppose action by, and the Receiving Party will cooperate with, the Disclosing Party, at the Disclosing Party's sole expense, to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded for Confidential Information. If the Disclosing Party fails to obtain such protective order or other remedy, or if the Disclosing Party waives compliance with the requirements of the preceding sentence, the Receiving Party will disclose only that Confidential Information that it is legally required to disclose, and will exercise commercially reasonable efforts, at the Disclosing Party's expense, to obtain reliable assurance that confidential treatment will be accorded that Confidential Information so disclosed.

7. Irreparable Harm; Indemnification; Fees/Costs. The Receiving Party acknowledges that a violation of this Agreement would cause irreparable harm to the Disclosing Party for which no adequate remedy at law may exist, and therefore agrees that, in addition to any other remedies available, whether at law or equity, the Disclosing Party will be entitled to injunctive relief, including an ex parte temporary restraining order, to enforce the terms of this Agreement without posting bond or some other form of security, and without have to prove damages. The Receiving Party agrees to indemnify the Disclosing Party from any loss or harm, including, without limitation, attorneys' fees, in connection with any breach or enforcement of the Receiving Party's obligations hereunder or the unauthorized use or release of any of the Disclosing Party's Confidential Information. The Receiving Party will notify the Disclosing Party in writing immediately upon the occurrence of any such unauthorized release or other breach of which he/it is aware. The prevailing party will be entitled to recover all reasonable costs and expenses, including reasonable attorneys' fees incurred because of any legal action arising in relation to this Agreement.

8.Miscellaneous.

- a) This Agreement supersedes all previous oral and written agreements, if any, among the Parties with respect to the subject matter hereof.
- b) This Agreement may be executed in counterparts, each of which will be deemed an original, and all of which will constitute one and the same instrument.
- c) This Agreement may not be amended, modified supplemented, or canceled, and none of its provisions may be waived, except by a written agreement executed by the Parties.
- d) No Party may assign any of its rights or delegate any of its obligations under this Agreement, except with the prior written consent of the other Party. Notwithstanding the foregoing, this Agreement will be binding upon, inure to the benefit of, and be enforceable by the respective permissible successors of the Parties hereto.

e) In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be illegal, invalid, or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.

9. Notice. All notices or other communications hereunder will be in writing, in English, and will be deemed given when delivered in person or by electronic mail. Either Party may change its address at any time by written notice to the other Party as set forth above.

10. Presumption Regarding Drafting. The Parties acknowledge that they have each had the opportunity to have this Agreement reviewed and negotiated by competent counsel and waive any right they may have to interpret a writing against the drafter thereof.

11. Headings. The headings used in this Agreement are for reference purposes only and will not be deemed a part of this Agreement.

12. Choice of Law; Etc. This Agreement will be interpreted and construed in accordance with the laws of the Province of Ontario, Canada, without regard to its principles of conflicts of laws. Each Party agrees that any legal proceeding arising out of the terms of this Agreement will be commenced in the courts located in Ontario, Canada and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum. The prevailing Party in any dispute will be entitled to recover from the losing Party its costs, including costs of collection, reasonable attorneys' fees and investigative fees. This provision will survive any termination, expiration or rescission of this Agreement.

EXECUTED in multiple counterparts, each of which shall have the force and effect of an original, as of the date first above written.