

## MUTUAL NON-DISCLOSURE AGREEMENT

This MUTUAL NON-DISCLOSURE AGREEMENT (this “Agreement”) is made and entered into as of \_\_\_\_\_, 20\_\_\_\_ (the “Effective Date”) by and between CLEVELAND SOCCER GROUP, LLC, an Ohio limited liability company (“CSG”), and \_\_\_\_\_, INSERT TYPE OF LEGAL ENTITY/OR INDIVIDUAL AND STATE OF ORGANIZATION (“Company”). CSG and Company may be referred to in this Agreement individually as a “Party” and together as the “Parties”.

### WITNESSETH:

WHEREAS, the Parties desire to share certain Confidential Information (as defined below) for the purpose of discussing soccer and related real estate opportunities in Northeast, Ohio (the “Purpose”).

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants, and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

**1. Definitions.** The following terms shall have the respective meanings set forth in this Section 1:

“Confidential Information” means all information (whether or not specifically labeled or identified as “confidential”) in any form or medium that is disclosed to or for the benefit of the Receiving Party (as defined below) by or on behalf of the Disclosing Party (as defined below) in connection with the Purpose including, but not limited to, economic and business information, know-how, drawings, designs, intellectual property, notes, studies, forecasts, plans, analyses, compilations, interpretations, specifications, reports, lists, data, files, records, documents, the contents of this Agreement, and any other materials relating to the Purpose; ***provided, however***, that Confidential Information shall not include any such information that (a) is or becomes generally available to the public, other than through disclosure by the Receiving Party or its Representatives (as defined below) in violation of this Agreement; (b) becomes available to the Receiving Party or its Representatives on a non-confidential basis from a third party, provided that such third party is not known by the Receiving Party or its Representatives to owe a contractual, legal, fiduciary, or other obligation of confidentiality to the Disclosing Party with respect to such information; (c) the Receiving Party or its Representatives possessed or developed prior to receiving such information from the Disclosing Party, provided that the source of such information was not known by the Receiving Party or its Representatives to owe a contractual, legal, fiduciary, or other obligation of confidentiality to the Disclosing Party with respect to such information upon the Receiving Party’s receipt of such information; (d) is required to be disclosed (i) by applicable law, rule, or regulation (ii) in response to an order of a court of competent jurisdiction, or (iii) at the direction of a governmental/regulatory body of competent jurisdiction, provided that in the event disclosure of such information is required pursuant to the foregoing (i)-(iii), the Receiving Party shall notify the Disclosing Party of such requirement as soon as reasonably practicable, to the extent permitted by such applicable law, rule, regulation, court order, or governmental/regulatory directive, so that the Disclosing Party

may, at the Disclosing Party's sole cost and expense, seek a protective order or other appropriate remedy, and the Receiving Party shall, if requested by and at the Disclosing Party's sole cost and expense, reasonably cooperate with the Disclosing Party in any such effort.

"Disclosing Party" means the Party disclosing Confidential Information to the other Party pursuant to this Agreement.

"Receiving Party" means the Party receiving Confidential Information from the other Party pursuant to this Agreement.

"Representatives" means, as to either Party, such Party, its parents, affiliates, and subsidiaries, and their respective owners, directors, officers, employees, advisors, agents, successors and assigns.

**2. Non-Disclosure and Non-Use.** The Receiving Party shall (a) hold all Confidential Information in confidence, (b) not disclose Confidential Information to any third party other than to its Representatives who have a need to know such Confidential Information solely for the Purpose, provided that any such Representative shall have been furnished a copy of this Agreement and instructed by the Receiving Party to comply with the terms of this Agreement as though such Representative is deemed to be a Party under this Agreement, and (c) not use Confidential Information for any purpose other than to evaluate the Purpose and consummate any transactions between the Parties in connection with the Purpose. The Receiving Party is responsible for any breach of the terms of this Agreement by its Representatives (including Representatives who, subsequent to the first date of disclosure of Confidential Information under this Agreement, become former Representatives), and shall take all reasonable measures (at its sole expense) to cause its Representatives to refrain from prohibited or unauthorized disclosures or uses of Confidential Information.

**3. Return/Destruction of Confidential Information.** Upon written request of the Disclosing Party, the Receiving Party shall promptly return or destroy (at the Disclosing Party's sole option) any and all Confidential Information disclosed or otherwise furnished to the Receiving Party or its Representatives by the Disclosing Party. If requested by the Disclosing Party, the Receiving Party shall deliver to the Disclosing Party a letter confirming on behalf of itself and its Representatives the destruction and/or delivery to the Receiving Party of any and all Confidential Information. Notwithstanding the foregoing, Receiving Party may retain any Confidential Information that exists only as part of regularly generated electronic backup data, the return or destruction of which is not practicable; provided that such Confidential Information shall remain subject to the terms of this Agreement for so long as it is retained by the Receiving Party. In addition, notwithstanding anything to the contrary contained herein, to the extent required by applicable law, rule, regulation, court order, or governmental/regulatory directive, a copy of the applicable Confidential Information may be retained by the Receiving Party and its Representatives. Any materials developed or otherwise derived from the Confidential Information by the Receiving Party that contains Confidential Information shall be destroyed by the Receiving Party and may not be used in any manner following the expiration or termination of this Agreement.

4. **Ownership of Confidential Information.** All Confidential Information remains the sole and exclusive property of the Disclosing Party. Nothing in this Agreement may be construed as granting any rights to the Receiving Party, by license or otherwise, in or to any Confidential Information of the Disclosing Party, or any patent, copyright, or other intellectual property or proprietary rights of the Disclosing Party, except as specified in this Agreement.
5. **Term.** This Agreement commences as of the Effective Date and shall continue in full force and effect for a period of three (3) years from the Effective Date.
6. **Injunctive Relief.** The Parties acknowledge that a breach of any of the provisions of this Agreement by the Receiving Party would cause irreparable harm to the Disclosing Party and its business, in which case monetary damages may be difficult to ascertain or an inadequate remedy. Because of this, the Disclosing Party may pursue court orders to protect its Confidential Information without having to provide proof of actual damages. The Disclosing Party shall have the right, in addition to its other rights and remedies, to seek injunctive relief for any such breach of this Agreement. The Receiving Party shall immediately notify the Disclosing Party in writing of any breach or threatened breach of this Agreement of which it becomes aware, and shall provide all reasonable assistance to, and reasonably cooperate with, the Disclosing Party as the Disclosing Party may request in its efforts to regain possession and control of the Confidential Information and to prevent further unauthorized use.
7. **No Obligation.** No contract or agreement (other than this Agreement) providing for a transaction between the Parties will be deemed to exist unless and until the Parties execute and deliver a definitive written agreement therefor. Neither Party shall be under any obligation of any kind by virtue of this Agreement to negotiate or enter into any such definitive agreement or transaction with the other Party.
8. **No Representation or Warranty.** For purposes of this Agreement, the Receiving Party (a) acknowledges that the Disclosing Party makes no representation or warranty (express or implied) as to the accuracy or completeness of any Confidential Information, (b) agrees to assume full responsibility for all conclusions it derives from the Confidential Information, and (c) agrees that the Disclosing Party shall have no liability to the Receiving Party under this Agreement as a result of the Receiving Party's use of the Disclosing Party's Confidential Information.
9. **No Waiver.** No failure or delay in exercising any right under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise of any other right under this Agreement.
10. **Assignment.** Neither Party may assign this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld. This Agreement shall be binding upon, enforceable against, and inure to the benefit of the Parties and their respective successors and assigns.
11. **Severability.** If any portion of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, or is in conflict with any applicable federal or state law now in force or

hereafter enacted, such provision shall become inoperative, but all other provisions of this Agreement shall remain in full force and effect so long as the remainder of this Agreement can be given its intended effect, and to such extent, the provisions of this Agreement are deemed severable.

**12. Governing Law.** This Agreement shall be governed by, and construed and enforced in accordance with, the substantive laws of the State of Ohio without regard to its principles of conflicts of law. The Parties consent and submit to the exclusive jurisdiction of the United States District Court for the Northern District of Ohio or the Court of Common Pleas, General Division, for the State of Ohio, Cuyahoga County, in connection with the enforcement of this Agreement.

**13. Entire Agreement.** The terms, covenants, and conditions in this Agreement shall constitute the entire agreement of the Parties with regard to the matters referred to in this Agreement and supersede all prior oral or written representations and agreements, if any, of the Parties. This Agreement may not be modified, supplemented, or amended, except in writing signed by the Parties.

**14. Counterparts.** This Agreement may be executed in counterparts, all of which shall be considered one and the same agreement. Delivery of a copy of this Agreement by facsimile transmission, by electronic mail in “portable document format” (“pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, shall have the same effect as physical delivery of the paper document bearing the original signature.

*[signatures on following page]*

***Signature page to Non-Disclosure Agreement by and between  
CLEVELAND SOCCER GROUP LLC and***

\_\_\_\_\_

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date first written above.

**CLEVELAND SOCCER GROUP, LLC**

\_\_\_\_\_

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

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

Name: Michael Murphy

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

Title: Co-Founder & CEO

Title: \_\_\_\_\_