

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT REGARDING SMT OUTPOST

THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (“Agreement”) is made and entered into as of _____, 2022 by and between SportsMEDIA Technology Corporation, d/b/a SMT (“SMT”) and _____ (referred to herein as “Recipient”).

WHEREAS, in connection with a proposed business relationship between SMT and Recipient, which may include the use of, or access to, SMT’s Outpost (as defined below) by Recipient, SMT intends to disclose or demonstrate to Recipient (or allow Recipient to have access to) certain Confidential Information and Technology (as such terms are defined below); and

WHEREAS, SMT has requested that Recipient execute this Agreement as a condition precedent to the disclosure of, or access to, Confidential Information or Technology by SMT to Recipient.

NOW, THEREFORE, in consideration of the premises set forth above, the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. SMT Outpost. The outpost (“Outpost”) is one component of the SMT IR tracking system and it collects and pre-processes images from a tracking camera before sending them to the central tracking system server. The Outpost shall be considered both “Confidential Information” and “Technology” as such terms are defined in this Agreement.

2. Confidential Information.

2.1 For purposes of this Agreement, “Confidential Information” shall mean all information disclosed by SMT to Recipient from time to time in oral, written or machine-readable form, or demonstrated by SMT to Recipient, which (a) is not generally known to the public and (b) SMT uses reasonable efforts to protect. Confidential Information, includes, without limitation, any (a) Technology (as defined below), including the SMT Outpost, and all documents and information relating to the Technology, (b) financial statements or other financial information, business plans, trade secret, know-how, idea, invention, process, technique, algorithm, software, hardware, device, design, schematic, drawing, formula, data, plan, strategy, client lists or information regarding SMT’s clients and (c) technical, engineering, manufacturing, product, marketing, servicing, manuals, internal photos, financial, personnel and other information and materials of SMT and its employees, investors, affiliates, licensors, suppliers, vendors, and clients. Confidential Information, however, does not include information that: (1) is now or subsequently becomes generally available to the public through no fault or breach on the part of Recipient; (2) Recipient can demonstrate to have had rightfully in its possession prior to disclosure to the Recipient by SMT; (3) Recipient rightfully obtains from a third party who has the right to transfer or disclose it.

2.2 Recipient hereby acknowledges and agrees that the Confidential Information is proprietary to and a valuable trade secret of SMT. Recipient shall treat the Confidential

Information as confidential and proprietary and as valuable business and property rights. Recipient shall use such measures, procedures and systems to prevent unauthorized access to or the disclosure of the Confidential Information of SMT that are at least equivalent to those measures, procedures and systems used by Recipient to prevent unauthorized access to or the disclosure of its proprietary information. Recipient shall not use or disclose the Confidential Information except to those employees of Recipient who have an actual need to know the Confidential Information, and in such case shall first (a) advise the employee receiving such Confidential Information of the existence of this Agreement, the restrictions contained herein and the confidential nature of the Confidential Information, and (b) require each such employee to whom disclosure is made to agree to adhere to the restrictions in this Agreement. The provisions of this paragraph shall survive the termination or expiration of this Agreement for any reason.

2.3 Recipient agrees (a) that any use or disclosure of the Confidential Information by Recipient or its employees for any purpose other than those stated above will be a violation of this Agreement; (b) that any violation of this Agreement will result in immediate and irreparable harm to SMT in an amount that will be impossible to ascertain at the time of the violation and thus monetary damages alone will be an inadequate remedy, and (c) that any violation of this Agreement shall give rise to a right of SMT to obtain enforcement of this Agreement in a court of equity by a decree of specific performance or other injunctive relief, in addition to any other remedy SMT may have.

3. Technology.

3.1 Recipient acknowledges that the SMT Outpost and all computer software, hardware and related processes, know-how, computer codes, technology, manuals and related documentation used or created by SMT and provided or demonstrated to Recipient (collectively, the "Technology") are the exclusive property of SMT. SMT retains all right, title and interest in or to the Technology, including, without limitation, any inventions, developments or other ideas, whether or not patentable, that may arise in connection with SMT's performance of services for Recipient.

4. Miscellaneous.

4.1 This Agreement shall be governed by the laws of the State of North Carolina.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**SportsMEDIA Technology Corporation,
d/b/a SMT**

[NAME OF RECIPIENT]

By: _____

By: _____

Print Name: Gerard J. Hall

Print Name: _____

Title: CEO, Founder

Title: _____