

## FC7Soccer® NDA

*Confidentiality and Non-Disclosure Agreement in connection with the Proprietary Information Developed and Held by FC7Soccer® will provide viewing access to FC7Soccer® confidential proprietary information pertinent to player development and training under the terms and conditions of this Confidentiality and Non-Disclosure Agreement ("NDA") to FC7Soccer® members and their families only. Confidential information ("Information") means and includes, but is not limited to, the additional confidential and proprietary intellectual property regarding existing information that is protected by the State Bar of California after submission of this agreement by a FC7Soccer® staff member. All Information disclosed by FC7Soccer® is and at all times will remain the sole and exclusive property of FC7Soccer®. Any written or printed versions must be returned to FC7Soccer® Management within 7 days after leaving the organization. Any member who does not renew their recurring submission cost within the first ten days of the month when payment is due is considered no longer a member of the FC7Soccer® organization and must return all documents and properties of FC7Soccer® immediately or may be subject to legal action without FC7Soccer®'s prior written consent. Members and former members will not: (i) disclose to any person or entity the substance or import of the Information learned; (ii) use and/or pass on/sell any Information to another person outside of the FC7Soccer® Management Team nor obtain additional information outside the purpose contemplated by this NDA; (iii) duplicate, distribute or otherwise reproduce any Information in any way, shape, or form. Members and their families agree that FC7Soccer® will retain all Information provided in connection with membership in the strictest confidence and will neither use nor disclose such information to anyone other than those who, in each case, need to know the Information. Members and their families will use their best efforts to ensure that everyone adheres to the NDA and agrees that they will be responsible for any breach of this NDA by any of their own family members. Close friends and/or distant relatives and/or former staff members who are not members or no longer staff even if they were members and/or staff prior (in the past) may NOT be allowed access to any proprietary information owned and distributed by FC7Soccer® or anything marked as "Confidential" and/or "For Your Eyes Only." Information does not include confidential information that: (i) is or becomes generally known to the public and available*

*online from FC7Soccer® other than as a result of any breach by the Family signing this NDA; (ii) is subsequently learned from a third party who is under no obligation of confidentiality with respect to such Information; (iii) was known by member is under obligation of confidentiality prior to disclosure by FC7Soccer® and its Management Team hereunder; or (iv) was generated independently by a family member(s) with reference to FC7Soccer®'s Information. Upon submission of any proprietary information to any member, the member will promptly, and at its own expense: (i) return to FC7Soccer® all copies of the Information in their possession, whether such Information is in written, electronic, digital or other form or format; (ii) destroy any other documents in any form or format that were prepared by or for the use of the member which contain or reflect any Information; and (iii) certify such destruction to the FC7Soccer® in writing by an authorized notary who supervised such destruction, as well as the return of all copies as specified above. FC7SAC Confidentiality and Non-Disclosure Agreement member's confidentiality obligations hereunder will be continuing and will survive expiration or termination of the NDA. Member acknowledges and agrees that the remedy at law for any breach of this NDA is adequate and that, in addition to monetary damages, including but not limited to special, incidental, consequential or punitive damages, and any other available relief at law, whether based in contract, tort or otherwise, FC7Soccer® will be entitled to specific performance, injunction relief or any other equitable remedy without the need to (i) prove actual damages and/or (ii) post any bond or other security deposit in connection with such remedy. Notwithstanding the foregoing, this NDA will not prohibit any member and its family from disclosing any Information if required by an appropriate legal or regulatory authority, provided that, prior to any disclosure: (iii) member provides FC7Soccer® with prompt written notice of the required disclosure so that FC7Soccer® may seek such protective order as it may deem appropriate; and (iv) disclosure of any Information is limited only to the extent legally required and member (and its family) uses its best efforts to obtain assurances that confidential treatment will be accorded such disclosed Information. This NDA will be governed and construed in all respects in accordance with the laws of the State of California without regard to its conflict of laws principles. This NDA will be effective as of the date it is electronically agreed to by date and time stamp of submission.*