

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

The undersigned business entity or individual contemplates entering into a business relationship With Perfect Game, Inc. (hereinafter referred to as "Company"), having its principal place of business in Sanford, FL. In order for the undersigned business entity or individual and Company to evaluate or enter into the contemplated business relationship, each party (hereinafter, a "Discloser") may disclose to the other party (hereinafter, a "Recipient") certain Confidential Information (as defined below). Collectively, Discloser and Recipient are referred to as the "Parties." Therefore, in consideration of its receipt of such Confidential Information from the other party, and of the prospective business relationship, each party agrees as follows: The effective date ("Effective Date") of this Agreement is the date the last party executes the Agreement.

WHEREAS, the Parties, for their mutual benefit, desire to enter into a relationship (the "Relationship") in which Recipient will be given access to, and express disclosure of, information that Discloser considers to be confidential and proprietary, Recipient hereby agrees to the terms and conditions of the Relationship that are set forth herein below, said terms and conditions being material to the formation of the Relationship, and providing adequate consideration therefore, based upon mutual promises now, as well as anticipated exchanges of monetary and other pecuniary consideration in the future:

1. Definition of Confidential Information. "Confidential Information" means any oral, written, graphic, or machine-readable information including, but not limited to, that which relates to trade secrets, patentable material, patent applications, research, specialized know-how, product plans, products, developments, inventions, processes, designs, drawings, engineering, formulae, markets, software (including source and object code), hardware configuration, computer programs, algorithms, business plans, financial information, skills, the identity of and/or any agreements with third parties, service providers, clients, and/or other dealers and furthermore any marketing, planning, finances, or structure of any organization, or any other secret or proprietary technical information, knowledge, and/or experience, provided by a Discloser to a Recipient, including, but not limited to, the name and identity of any owner or affiliate of a Discloser.

2. Exceptions to Confidential Information. Notwithstanding the above, neither Party (the "Recipient" Party) shall have liability to the other (the "Discloser" Party) with regard to any Confidential Information which the Recipient can prove:

- a. was in the public domain at the time it was disclosed by Discloser or has entered the public domain through no fault of Recipient;
- b. was known to Recipient, without restriction, at the time of disclosure, as demonstrated by documentary files that were already in existence at the time of disclosure;
- c. was disclosed with the prior written approval of Discloser;
- d. becomes known to Recipient, without restriction, from a source other than Discloser without breach of this Agreement by Recipient and otherwise not in violation of Discloser's rights; or
- e. is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided, however, that Recipient shall provide prompt notice

of such court order or requirement to Discloser to enable Discloser to seek a Protective Order or otherwise prevent or restrict such disclosure.

3. Nondisclosure of the Confidential Information of Other Party. Each Party, when acting in the role of Recipient, hereby expressly agrees not to use any Confidential Information disclosed to it by the other Party, when acting in the role of Discloser, for its own use or for any purpose other than to carry out discussions concerning, and the undertaking of, the Relationship. Recipient shall not disclose or permit disclosure of any Confidential Information of Discloser or any of its member participants to non-member third parties or to employees of Recipient, other than directors, officers, managers, employees, consultants and agents of Recipient who are required to have the information in order to carry out the discussions regarding, and operations of, the Relationship. Each Party, when acting in the role of Recipient, hereby expressly agrees that it shall take all reasonable measures to protect the confidentiality of and avoid disclosure or use of Confidential Information of Discloser in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized under this Agreement to have any such information. Such measures shall include, but not be limited to, the highest degree of care that Recipient utilizes to protect its own Confidential Information of a similar nature, which shall be no less than reasonable care. Recipient further agrees to notify Discloser in writing of any actual or suspected misuse, misappropriation, or unauthorized disclosure of Confidential Information that may come to Recipient's attention.

4. Ownership of Confidential Information Including Intellectual Property. Nothing in this Agreement shall vary the ownership of any Confidential Information or other Intellectual Property solely by virtue of its being disclosed and/or used pursuant to this Agreement and the Relationship. Except as set forth in any other, later, agreement in writing signed by both Parties and/or their agents, acting under proper authority, it is understood and expressly agreed that any and all Confidential Information or other Intellectual Property shall remain solely the property of that Party which was acting in the role of Discloser and, upon request from Discloser, Recipient shall promptly return each and every copy or form of said Confidential Information and/or other Intellectual Property. Each Party, when acting in the role of Recipient, also shall return each and every copy or form of said Confidential Information and/or other Intellectual Property upon making Recipient's own independent determination that it no longer has need for said information, even if not yet asked for its return by the other Party, acting in the role of Discloser. Other than as set forth herein, no rights regarding the Confidential Information and/or other Intellectual Property shall be transferred from the Party acting in the role of Discloser to the other Party, acting as Recipient.

5. Survivability of the Provisions of This Agreement. This Agreement and each of the terms, conditions, and/or provisions hereof, shall survive and continue for a period of three (3) years following the end or termination of the Relationship. The Relationship shall terminate upon written notice given by either party. Upon such notice, the Recipient shall promptly return or destroy Confidential Information as set forth in Section 5.

6. Independent Recipients. Except as set forth in any other agreement in writing signed by both Parties and/or their agents, acting under proper authority, it is understood and expressly agreed that Company and Recipient are independent Recipients, and nothing contained in this Agreement

shall be construed to constitute Company and Recipient as partners, joint ventures, co-owners, or otherwise as participants in a joint or common undertaking.

7. Successors and Assigns. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of each Party, provided however, that the Confidential Information of any Party acting as Discloser may not be assigned to anyone else by the Party acting as Recipient without the express prior written consent of Discloser. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the Parties hereto (or their respective successors and assigns) any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

8. Modification of This Agreement. This Agreement, and each of the terms, conditions, and/or provisions hereof, may only be amended, changed, modified, or waived by an express, later, agreement in writing signed by both Parties and/or their agents, acting under proper authority.

9. Governing Law; Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to agreements made and to be performed within such State. Any party to this Agreement bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in either the United States District Court for the Southern District of Florida or in any court of the State of Florida sitting in Miami, Florida (the "Designated Courts"). Each party consents to the sole and exclusive jurisdiction of the Designated Courts for the purpose of all legal actions and proceedings arising out of or relating to this Agreement, and each party waives, to the fullest extent permitted by law, (a) any objection which it may now or later have to a Designated Court as the proper venue for any legal action or proceeding arising out of or relating to this Agreement, and (b) any claim that any action or proceeding brought in a Designated Court has been brought in an inconvenient forum.

10. Remedies. Company and Recipient each agree that the rights, responsibilities, and obligations set forth in this Agreement are necessary and reasonable in order to protect each of the Parties and his or its business from irreparable harm. Company and Recipient each expressly and irrevocably agree that, due to the proprietary and unique nature of the Confidential Information that each Party intends to disclose to the other, monetary damages would be inadequate to compensate the Party acting as Discloser for any breach by the Party acting as Recipient of the covenants and agreements as set forth in this Agreement. Accordingly, the Parties each agree and acknowledge that any such violation or threatened violation shall cause irreparable injury to the Party acting as Discloser and that, in addition to any other remedies that may be available, in law, in equity, or otherwise, the Party acting as Discloser shall be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach by the Party acting as Recipient, without the necessity of proving actual damages.

11. Severability. If one or more provisions of this Agreement is/are held to be unenforceable under applicable law, the Parties agree to renegotiate such provision in good faith. In the event that the Parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (a) such provision shall be excluded from this Agreement; (b) the balance of the Agreement shall

be interpreted as if such provision were so excluded; and (c) the balance of the Agreement shall be enforceable in accordance with its terms.

12. Counterparts and Faxes. This Agreement may be executed in two counterparts, each of which shall be deemed to be an Original and all of which together collectively, shall comprise one complete Agreement. Any signature evidenced by facsimile transmission, if otherwise genuine, shall have the same force and legal effect as if that signature were an original in ink of that signature on behalf of the Party to be charged.

IN WITNESS WHEREOF, the Parties have executed this Agreement, intending to be bound, and intending this Agreement to be effective as of the date set forth herein above:

Perfect Game, Inc.

Signed: Roderick A. Skinner
Print Name: RODERICK A. SKINNER
Title: NC USSSA STATE DIRECTOR
Date: 1-7-23

Signed: James Choi
Print Name: James Choi
Title: Head of Finance
Date: 1/7/2025