

Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement ("Agreement") is entered into on the date of acceptance by the Funded Sports Bettor ("Bettor") and PicksHero.io ("Company"), collectively referred to as the "Parties."

1. Purpose

The Parties wish to protect the confidential information disclosed by PicksHero.io to the Bettor in relation to their engagement as a funded sports bettor. This Agreement sets forth the terms and conditions under which such confidential information will be protected.

2. Definition of Confidential Information

"Confidential Information" refers to all proprietary information, technical data, and other materials, whether written, oral, or in electronic form, disclosed by PicksHero.io to the Bettor, including but not limited to:

- Betting strategies, algorithms, and data models.
- Account details, performance metrics, and payout structures.
- Financial information, funding models, and business operations.
- Any information marked or identified as confidential by PicksHero.io.

3. Obligations of the Bettor

The Bettor agrees to:

3.1. Confidentiality:

Keep all Confidential Information received from PicksHero.io strictly confidential and not disclose it to any third parties without prior written consent from the Company.

3.2. Non-Use:

Use the Confidential Information solely for the purpose of executing their duties as a funded sports bettor for PicksHero.io. The Bettor shall not use or exploit the Confidential Information for their own personal gain or for any purpose other than that expressly allowed under this Agreement.

3.3. Care and Protection:

Take reasonable steps to protect and safeguard the Confidential Information from unauthorized use, access, or disclosure.

3.4. Non-Disclosure of Agreement:

The Bettor shall not disclose the existence of this Agreement or any of its terms to any third party, unless expressly permitted by PicksHero.io.

4. Exclusions from Confidential Information

Confidential Information does not include information that:

- Was publicly available at the time of disclosure, or becomes publicly available through no breach of this Agreement by the Bettor.
- Was lawfully known to the Bettor prior to disclosure by PicksHero.io.
- Was independently developed by the Bettor without reliance on or reference to PicksHero.io's Confidential Information.

- Is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided the Bettor promptly notifies PicksHero.io in writing of such requirement.

5. Term and Termination

5.1. Term:

This Agreement shall remain in effect for the duration of the Bettor's engagement with PicksHero.io and for a period of two (2) years following the termination of such engagement.

5.2. Return of Materials:

Upon termination of this Agreement, or upon the request of PicksHero.io, the Bettor shall promptly return or destroy all documents and materials containing or derived from the Confidential Information.

6. Ownership of Confidential Information

All Confidential Information disclosed by PicksHero.io remains the exclusive property of the Company. Nothing in this Agreement grants the Bettor any rights, title, or interest in or to the Confidential Information, except for the limited right to use such information as specified in this Agreement.

7. No Warranty

PicksHero.io provides the Confidential Information "as is" and makes no representations or warranties, express or implied, regarding the accuracy or completeness of the Confidential Information.

8. Breach and Remedies

8.1. Breach:

In the event of any unauthorized disclosure or breach of this Agreement, the Bettor acknowledges that PicksHero.io may suffer irreparable harm and shall be entitled to seek injunctive relief in addition to any other remedies available at law or in equity.

8.2. Indemnity:

The Bettor agrees to indemnify and hold harmless PicksHero.io from any losses, damages, claims, or expenses, including reasonable attorneys' fees, arising out of any unauthorized use or disclosure of Confidential Information.

9. Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction where PicksHero.io is registered. Any disputes arising under or in connection with this Agreement shall be resolved through arbitration in Malta.

10. Entire Agreement

This Agreement constitutes the entire understanding between the Parties regarding the protection of Confidential Information and supersedes all prior agreements, understandings, or discussions, whether written or oral, related to the subject matter of this Agreement.

11. Amendment and Waiver

No modification or waiver of any provision of this Agreement shall be effective unless made in writing and signed by both Parties.

By signing this Non-Disclosure Agreement, the Bettor acknowledges that they have read, understood, and agreed to all of its terms and conditions.