

**NON-DISCLOSURE, NON-DISPARAGEMENT AND
CONFIDENTIALITY AGREEMENT**

This Non-Circumvention, Non-Disclosure, Non-Disparagement and Confidentiality Agreement (the "Agreement") is entered into this _____ day of _____, 2021 (the "Effective Date"), by and between Virtual Fights Unlimited, Party of the First Part and _____, Party of the Second Part, collectively "the Parties."

RECITALS:

WHEREAS, the Parties acknowledge that certain confidential information may be disclosed between them during the course of their relationship;

WHEREAS, the Parties desire to set forth the terms and conditions upon which they are willing to disclose such information to each other. Party of the Second Part affirms and agrees that he shall not disclose any confidential information about Virtual Fights Unlimited under any circumstances to any third party except as though specifically authorized herein.

NOW, THEREFORE, for and in consideration of the promises herein stated, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby covenant and agree as follows:

1. Confidentiality.

(a) **Confidential Information.** "Confidential Information" shall mean any confidential, non-public or proprietary information concerning Hearn and/or his family, living and deceased.

(b) **Not Confidential Information.** Notwithstanding anything to the contrary contained herein, no information from the disclosing party shall be considered Confidential Information if it:

- i. was previously known to the receiving party free of any obligation to keep it confidential;
- ii. is or becomes publicly available by other than unauthorized disclosures;
- iii. is received by the receiving party from a third party whose disclosure does not violate any confidentiality obligation;
- iv. is developed by or on behalf of the receiving party independent of any Confidential Information furnished by the disclosing party;
- v. is disclosed to third parties by the disclosing party without restriction; or
- vi. is required to be disclosed by court order, law or regulation, but only to the extent of such required disclosure.

(c) **Disclosure Required by Law.** If the receiving party or any of her representatives are required by applicable law to disclose any Confidential Information, the receiving party shall promptly notify the disclosing party to permit the disclosing party to

seek a protective order or to take other appropriate action. The receiving party shall also cooperate in the disclosing party's efforts to obtain a protective order or other reasonable assurance that confidential treatment will be accorded the Confidential Information. If, in the absence of a protective order, the receiving party or any of its representatives are, in the written opinion of its counsel addressed to the disclosing party, compelled as a matter of law to disclose the Confidential Information, the receiving party may disclose, but only to the extent required by applicable law, only the part of the Confidential Information as is required by law to be disclosed; provided that the receiving party shall exercise its best efforts to obtain an order or reasonable assurance that confidential treatment shall be accorded such Confidential Information.

(d) **Degree of Care.** The Parties hereto:

- (i) shall keep the Confidential Information received from the other party hereto in strict confidence;
- (ii) shall not disclose to any person not a party to this agreement any of the Confidential Information in any manner whatsoever;
- (iii) shall limit access to the Confidential Information to their respective employees, agents and advisors on a need-to-know basis;
- (iv) shall advise their respective employees, agents and advisors who receive the Confidential Information of the existence and terms of this Agreement and of the obligations of confidentiality hereunder and
- (v) shall use at least the same degree of care in keeping the Confidential Information confidential as such parties use for their own confidential and proprietary information (which degree of care shall in no event be less than holding the Confidential Information in confidence);

provided, however, that the recipient of the Confidential Information may make any disclosure of Confidential Information to which the other party gives its prior written consent.

2. **Non-Disparagement.** The Party of the Second Part shall not disparage, criticize or defame Virtual Fights Unlimited either publicly or privately.

3. **Remedies.** The parties hereto acknowledge that money damages would not be a sufficient remedy for any violation of the terms of this Agreement by the other party and, accordingly, Hearn shall be entitled to seek from a court of competent jurisdiction specific performance and any injunctive or equitable relief as remedies for any violation hereof by the disclosing party. Such remedies will not be exclusive remedies but will be in addition to all other remedies available to Hearn at law or in equity.

4. **Amendments; Waivers.** This Agreement cannot be changed or terminated orally and no waiver of compliance with any provision or condition hereof and no consent provided for herein shall be effective unless evidenced by an instrument in writing duly

executed by both parties hereto. A Party's failure and or delay in exercising any right, power, or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other further exercise thereof or the exercise of any right, power, or privilege under this Agreement.

5. **Severability.** The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any person or any circumstance, is found to be invalid or unenforceable in any jurisdiction, (i) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid or enforceable, such provision, and (ii) the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

6. **GOVERNING LAW.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS, AND NOT THE LAW OF CONFLICTS, OF THE STATE OF MICHIGAN.

7. **Assignment; Binding E f f e c t .** Neither party may transfer, assign or otherwise convey this Agreement, in whole or in part, or its obligations, rights or responsibilities hereunder, without the prior written consent of the other party. Any purported transfer, assignment or conveyance without such prior written consent shall be null, void and of no effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

10. **Entire Agreement.** This Agreement sets forth the entire understanding of the parties with regard to the subject matter hereof and supersedes any and all prior agreements, memoranda, arrangements and understandings relating to such subject matter. No amendment or modification hereof shall be valid or binding on the parties unless made in writing and signed on behalf of the parties by their respective duly authorized officers or representatives.

11. **Construction: Counterparts.** The paragraph headings of this Agreement are for convenience of reference only and do not form a part hereof and do not in any way modify, interpret or construe the intentions of the parties. This Agreement may be executed in one or more counterparts, and all such counterparts shall constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement to be effective as of the Effective Date stated hereinabove.

A handwritten signature in black ink, appearing to be 'L.H.', is written over a horizontal line.

Virtual Fights Unlimited