

CONFIDENTIALITY AGREEMENT AND RESTRICTIVE COVENANTS

In consideration of my employment with **Perfect Game, Inc.**, whose principal executive offices are located at 667 Progress Way, Sanford, FL 32771, together with any of its current or future subsidiaries, affiliates, successors or assigns (the "Company"), which I acknowledge to be good and valuable consideration for my obligations hereunder and based upon mutual promises now, as well as anticipated exchanges of monetary and other pecuniary consideration in the future, I hereby agree as follows:

1. Proprietary Rights; Nondisclosure.

(a) I acknowledge that during the term of my employment with the Company (my "Relationship") I will have access to, make use of, acquire and/or add to Confidential Information (as hereinafter defined). I hereby agree 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. I recognize and acknowledge that the Confidential Information represents valuable, special and unique assets of the Company's business, access to and knowledge of which are essential to my Relationship. Accordingly, at all times during my Relationship and thereafter, I will hold in strictest confidence and will not disclose, use, lecture upon or publish any of the Company's Confidential Information, except as such disclosure, use or publication may be required in connection with my work for the Company, or unless an officer of the Company expressly authorizes such in writing. I hereby assign to the Company any rights I may have or acquire in such Confidential Information and recognize that all Confidential Information shall be the sole property of the Company and its assigns and that the Company and its assigns shall be the sole owner of the title, patents, patent rights, copyrights, trademarks, trade secrets (trade secrets include certain Confidential Information and means, as provided in the Uniform Trade Secrets Act (Delaware Code Title 6 § 2001(4))) and all other rights throughout the world (collectively, "Proprietary Rights") in connection therewith.

(b) For the purposes of this Agreement, "Confidential Information" shall include, but is not limited to, any Inventions (as hereinafter defined), trade secrets, discoveries, ideas, concepts, research, development, processes, methodologies, technologies, procedures and know-how and information including, 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, plans, strategies, product development, contractual arrangements, budget, forecasts, projections, operational methods, technical processes, other business affairs and methods, plans for future developments and other technical and business information, including all Intellectual Property Rights (as hereinafter defined) therein, which is not publicly available and can be communicated by any means whatsoever, including, without limitation, oral, visual, written, graphic, machine-readable information and electronic transmission, that relates to the Company's:

i. business operations, products and services; existing and prospective client information, including client names, identity(ies), contact information (including, telephone numbers, postal and email addresses), biographical information, compensation, fee arrangements, buying habits, special needs and other existing or prospective client information ("Client Information") that derives value because of the Company's efforts to keep such information confidential; existing and potential partnerships, strategic alliances or joint ventures; employment

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and compensation agreements and arrangements; business policies, practices and contracts with others; information received from others that the Company is obligated to treat as confidential or proprietary; marketing, distribution or financing plans; information regarding existing and prospective clients, investors and co-investors; or proprietary information of the Company, whether of a technical nature or otherwise.

Confidential Information shall not include that information defined as Confidential Information above provided that I can conclusively establish, by documentary evidence, that the information: (i) entered the public domain without my breach of any obligation owed to the Company; or (ii) was conclusively established to be independently developed by me or became known by or available to me from a source other than the Company subsequent to the Company's disclosure of such information to me, without any breach of any obligation of confidentiality owed to the Company or through no fault of mine. I understand that the above list is not exhaustive, and that Confidential Information also includes other information that is marked or otherwise identified as confidential or proprietary, or that would otherwise appear to a reasonable person to be confidential or proprietary in the context and circumstances in which the information is known or used,

(c) Notwithstanding the foregoing, any and all Client Information known by myself prior to employment with the Company, that is then brought to the Company by myself during the employment Relationship, is assigned to the Company for the additional consideration in the sum of TEN (\$10.00) DOLLARS, and for other good and valuable consideration, and so becomes proprietary information owned by the Company.

(d) I acknowledge that the Confidential Information as defined by Subparagraph 1(b) of this Agreement was developed and will continue to be developed by the Company at great expense and constitutes trade secrets of the Company, as the case may be, and that irreparable injury will result to the Company from unauthorized disclosure of Confidential Information. I also recognize that the Company has received and, in the future, will receive confidential or proprietary information from third parties subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes and that such information is also considered Confidential Information. I COVENANT TO HOLD ALL CONFIDENTIAL INFORMATION AND CONFIDENTIAL MATERIALS IN STRICT CONFIDENCE AND NOT TO DISCLOSE IT TO THIRD PARTIES OR USE IT AT ANY TIME, EXCEPT TO THE EXTENT NECESSARY TO CARRY OUT MY RESPONSIBILITIES AS AN EMPLOYEE OF THE COMPANY.

(e) For the purposes of this Agreement, "Confidential Materials" shall mean all tangible materials containing Confidential Information, including, without limitation, graphic, written or printed documents and computer disks or tapes whether machine or user readable.

(f) I acknowledge and agree that all writings, works of authorship, technology, inventions, discoveries, ideas, and other work product of any nature whatsoever, that are created, prepared, produced, authored, edited, amended, conceived, or reduced to practice by myself, individually or jointly with others, during the period of my Relationship and relating in any way to the business or contemplated business, research, or development of the Company (regardless of when or where the Work Product is prepared or whose equipment or other resources is used in preparing the same) and all printed, physical, and electronic copies, all improvements, rights, and claims related to the foregoing, and other tangible embodiments

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thereof (collectively, "Work Product"), as well as any and all rights in and to copyrights, trade secrets, trademarks (and related goodwill), patents and other Intellectual Property Rights therein arising in any jurisdiction throughout the world and all related rights of priority under international conventions with respect thereto, including all pending and future applications and registrations therefor, and continuations, divisions, continuations-in-part, reissues, extensions, and renewals thereof (collectively, "Intellectual Property Rights"), shall be the sole and exclusive property of the Company.

(g) For purposes of this Agreement, Work Product includes, but is not limited to, the Company's information, including plans, publications, research, strategies, techniques, agreements, documents, contracts, terms of agreements, negotiations, know-how, computer programs, computer applications, software design, web design, work in process, databases, manuals, developments, reports, formulae, notes, communications, algorithms, inventions, discoveries, specifications, customer information, Client Information, customer lists, client lists, marketing information, advertising information, and sales information.

2. Former Employer Information.

I represent that my performance, as an employee of the Company, of all terms of this Agreement, in addition to all terms of the Employment Agreement, have not breached and will not breach any agreement to keep in confidence proprietary information, knowledge or data acquired by me in confidence or trust prior or subsequent to the commencement of my Relationship, and I will not disclose to the Company, or induce the Company to use, any inventions, confidential or proprietary information or material belonging to any previous employer or any other party.

3. Assignment of Inventions.

(a) I hereby assign to the Company all my right, title and interest in and to any and all Inventions. As used in this Agreement, the term "Inventions" shall mean and include all procedures, systems, machines, methods, processes, uses, apparatuses, compositions of matter, designs, configurations, and computer programs of any kind, discovered, conceived, reduced to practice, developed, made, or produced, and any improvements to them, and shall not be limited to the meaning of the term "invention" under the United States patent laws (and all Proprietary Rights with respect thereto), whether or not patentable or registrable under copyright or similar statutes, made or conceived or reduced to practice or learned by me, either alone or jointly with others, during the period of my Relationship and related to the business of the Company.

(b) Without limiting the generality of the foregoing, I shall, at any time during or after engagement with Company, at Company's request and expense, execute specific assignments in favor of Company. I hereby irrevocably waive, to the extent permitted by applicable law, any and all claims I may now or hereafter have in any jurisdiction to all rights of paternity, integrity, disclosure and withdrawal, and any other rights that may be known as "moral rights" with respect to all Work Product and all Intellectual Property Rights therein. I recognize that this Agreement does not require assignment of any invention which qualifies fully for protection under Title 19, Section 805 of the Delaware Code (hereinafter "Section 805"), which provides, in relevant part:

i. "Any provision in an employment agreement which provides that the employee shall assign or offer to assign any of the employee's rights in an invention to the employee's employer

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shall not apply to an invention that the employee developed entirely on the employee's own time without using the employer's equipment, supplies, facility or trade secret information, except for those inventions that:

A. Relate to the employer's business or actual or demonstrably anticipated research or development; or

B. Result from any work performed by the employee for the employer.

ii. To the extent a provision in an employment agreement purports to apply to the type of invention described, it is against the public policy of this State and is unenforceable. An employer may not require a provision of an employment agreement made unenforceable under this section as a condition of employment or continued employment."

4. Enforcement of Proprietary Rights; Further Assurances; No License.

(a) I will assist the Company in every proper way (upon expense reimbursement from the Company) to obtain and, from time to time, enforce United States and foreign Proprietary Rights relating to Company Inventions in any and all countries. To that end, I will execute, verify, and deliver such documents and perform such other acts (including appearances as a witness) as the Company may reasonably request for use in applying for, obtaining, perfecting, evidencing, sustaining, and enforcing such Proprietary Rights and the assignment of such Proprietary Rights to the Company or its designee. My obligation to assist the Company with respect to Proprietary Rights relating to such Company Inventions in any and all countries shall continue beyond the termination of my Relationship.

(b) In the event the Company is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding Subparagraph, I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agents and attorney in fact, to act for and on my behalf to execute, verify, and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding Subparagraph thereon with the same legal force and effect as if executed by me. I hereby waive and quitclaim to the Company any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any Proprietary Rights assigned hereunder to the Company.

5. Non-Disparagement.

Both parties agree and covenant that they will not at any time make, publish or communicate to any person or entity or in any public forum any defamatory or disparaging remarks, comments, or statements concerning the other party, the other party's products or services, existing and prospective, and other associated third parties, or make any maliciously false statements about the other party's employees and officers.

6. Security Covenants.

(a) I agree and covenant:

i. to comply with all Company security policies and procedures as in force from time to time, including, without limitation, those regarding computer equipment, telephone systems,

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voicemail systems, facilities access, monitoring, key cards, access codes, Company intranet, internet, social media and instant messaging, systems, computer systems, email systems, computer networks, document storage systems, software, data security, encryption, firewalls, passwords, and any and all other technology resources (the "Facilities Information Technology and Access Resources");

ii. not to access or use any Facilities and Information Technology Resources except as authorized by the Company;

iii. not to access or use any Facilities and Information Technology Resources in any manner after the termination of my Relationship with the Company, whether termination is voluntary or involuntary; and

(b) I agree to notify the Company promptly in the event I learn of any violation of the foregoing by others, or of any other misappropriation or unauthorized access, use, reproduction or reverse engineering of, or tampering with any Facilities and Information Technology Access Resources or other Company property or materials by others.

(c) I agree while employed by Company, all times to devote my best efforts to the business of the Company, to perform conscientiously all duties and obligations required or assigned, and to not usurp for personal gain any opportunities in Company's line of business.

7. Soliciting Clients, Customers and Contractors.

(a) I acknowledge and agree that the Company's Client Information and Company's affiliates' clients, customers and contractors and all other Confidential Information relating to those clients, customers and contractors, including their identity, contact information (including names, telephone numbers and postal and email addresses), compensation, fee arrangements, buying habits and special needs, are in each instance, provided to me in confidence and constitute Confidential Information in which the Company has Proprietary Rights and trade secrets of the Company and I acknowledge and agree that the sale, unauthorized use, or disclosure of any of the Company's Confidential Information or trade secrets obtained by me during the term of my Relationship constitutes unfair competition.

(b) I covenant and agree not to engage in any unfair competition with the Company during my term of employment with the Company. I agree that, during my employment with Company, I will not, directly or indirectly, either as an employee, employer, consultant, agent, principal, partner, corporate officer, board member, or director, or in any other individual or representative capacity, engage or attempt to engage in any competitive activity relating to the subject matter of my employment with Company or relating to Company's line of business.

(c) I shall not directly or indirectly, without the express prior written consent of the Company, solicit, induce, recruit or encourage any employee or contractor of the Company to terminate his/her relationship with the Company for any reason, or hire or take away such employee or contractor, or attempt to solicit, induce, recruit, or take away such employee or contractor of the Company, either for myself or for any other person or entity as of the Termination Date of my Relationship with the Company and for 12 months following my Termination Date.

(d) I shall not directly or indirectly, without the express prior written consent of the Company,

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solicit or accept the business of any client, contractor, customer or licensor of the Company (other than on behalf of the Company), with respect to any business, products and/or services that are competitive to the business, products and/or services currently, or may hereafter be, offered by the Company or under development as of the Termination Date of my Relationship with the Company and for 12 months following my Termination Date, notwithstanding that such clients may have been induced to give their patronage to the Company or to engage the Company to represent them by virtue of my efforts or of the efforts of someone on my behalf, and further notwithstanding, that all or some of such clients prior to my Relationship may have been my clients or the clients of others.

(e) During the term of my Relationship, I shall not directly or indirectly, without the express prior written consent of the Company, willfully or intentionally disrupt, damage, impair or interfere with the business of the Company, whether for my own account or for the account of any other person whether by way of interfering with or raiding any person who at any time during the term of my Relationship was an employee, consultant, agent, authorized sales representative, principal, partner, client, customer, contractor or supplier of or deals with the Company.

(f) I acknowledge that I have carefully read and considered the Security Covenants of this Agreement and agree that the restrictions set forth herein are fair and reasonable, are supported by valid consideration, and are reasonably required to protect the legitimate business interests of Company.

8. Return of Confidential Materials; Inspection of Company Property.

When my Relationship is terminated with the Company, I will deliver to the Company all Confidential Information, Confidential Materials, Work Product and other property of the Company, including, without limitation, all drawings, photographs, charts, graphs, notebooks, memoranda, client, customer and every other list, client contact information (including telephone numbers and postal and email addresses), computer disks, tapes or printouts, sound recordings, and other printed, typewritten, handwritten or electronic documents, as well as samples, formulas and prototypes, together with all copies thereof.

9. Company's Interest in Clients.

I recognize that regardless of whether clients of the Company were induced to give their patronage to the Company by virtue of my efforts or the efforts of someone on my behalf, either during my usual hours of work or otherwise, and notwithstanding that some or all of such persons may have previously been my clients or the clients of others, such clients are clients of the Company and I hereby assign, release and quitclaim to and in favor of the Company all and any interest (proprietary or otherwise) that I have or may have or be entitled to have in such clients and their respective business dealings with the Company.

10. Legal and Equitable Remedies.

(a) I acknowledge that violation of any of the provisions of this Agreement will cause irreparable harm to the Company, for which remedies at law will not be adequate and may also cause the Company to incur financial costs, loss of business advantage, liability under confidentiality agreements with third parties, and civil damages.

(b) I acknowledge that in the event of a breach or threatened breach of this Agreement, or any other agreement between or among the Company and myself, Company shall have the right to enforce this Agreement and any of its provisions in a court of competent jurisdiction by temporary or permanent

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injunction, specific performance or other equitable relief, without prejudice to any other rights and remedies that the Company may have for a breach of this Agreement. The Company shall have the right to have the matter heard in the court of the jurisdiction where such violation has occurred notwithstanding the governance of this Agreement by the laws of the State of New York.

(c) I acknowledge that all disputes between the Company and myself shall be governed by, interpreted and enforced in accordance with the internal laws of the State of New York without regard to principles of conflicts of laws. All disputes between the Company and myself shall be submitted to binding arbitration in Seminole County State of Florida, before one arbitrator in accordance with the governing Employment Arbitration Rules of the American Arbitration Association then in effect. Judgment may be entered and enforced on the arbitrator's award in any court of competent jurisdiction. I further agree that, except as otherwise set forth herein, the arbitrator, and not any federal, state, or local court or agency, shall have exclusive jurisdiction to resolve any dispute relating to the interpretation, applicability, enforcement, or formation of this Agreement, including, but not limited to, any claim that all or any part of this Agreement is void or voidable, including the arbitrability of this Agreement and which must therefore be submitted to binding arbitration under this Subparagraph. **THE PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, LAWSUIT OR PROCEEDING RELATING TO ANY DISPUTE ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT.**

11. General Provisions.

(a) Entire Agreement and Amendment. This Agreement sets forth the entire agreement and understanding between the Company and myself relating to the subject matter hereof and supersedes and merges all prior discussions between us. No provision of this Agreement may be amended unless such amendment is set forth in a signed writing, which makes express reference to this Agreement as the subject of such amendment, and which is signed by myself and accepted and acknowledged by a duly authorized officer of the Company. Any subsequent change or changes in my duties, services, salary or compensation will not affect the validity or scope of this Agreement.

(b) Validity and Severability. If one or more of the provisions in this Agreement or any portions thereof are deemed unenforceable by law, then this Agreement shall be amended to the extent necessary to make the provision valid and enforceable (for example, by reducing the duration or scope provided for in the provision or by deleting the offending provision) it being the intention of the parties that such provision be enforced to the maximum extent permitted by law or be severable from the remainder of this Agreement and that the remaining provisions continue in full force and effect.

(c) Successors and Assigns. This Agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its successors and assigns.

(d) Survival; Assignment of Agreement. The provisions of this Agreement shall survive the termination of my Relationship and the assignment of this Agreement by the Company to any successor in interest or other assignee. The Company may assign this Agreement to any subsidiary or corporate affiliate, or to any successor or assign (whether direct or indirect, by purchase, merger, consolidation, or otherwise) to all or substantially all of the business or assets of the Company. This Agreement shall inure to the benefit

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of the Company and permitted successors and assigns. I may not assign this Agreement or any part hereof. Any purported assignment by myself shall be null and void from the initial date of purported assignment.

(e) Relationship with the Company. I agree and understand that nothing in this Agreement shall confer any right with respect to continuation of my Relationship with the Company, nor shall it interfere in any way with my right or the Company's right to terminate my employment at any time, for any reason, with or without cause.

(f) Waiver. No waiver by the Company of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by the Company of any right under this Agreement shall be construed as a waiver of any other right. The Company shall not be required to give notice to enforce strict adherence to all terms of this Agreement. To be effective, any waiver must be set forth in writing, signed by the waiving Party, and must specifically refer to the condition or provision being waived.

(g) Expenses/Attorney's Fees. Each party shall pay all costs and expenses that it incurs with respect to the negotiation, execution, delivery, and performance of this Agreement. In the event of any arbitration or other action arising out of or related to this Agreement, the prevailing party in such arbitration or other action shall be entitled to receive an award of all costs and expenses of such arbitration or other action, including reasonable attorneys' fees and costs and all other expenses in connection therewith, in addition to any other award or remedy provided in such arbitration or action.

(h) Construction. Words importing the singular include the plural and vice versa and words importing gender include all genders, including the neuter gender. The headings and captions of this Agreement are provided for convenience only and are intended to have no effect in construing or interpreting this Agreement.

(i) Freely executed. In entering into this Agreement, I represent and warrant that I do so freely and voluntarily, after having had the opportunity to meet and confer with my attorney(s) regarding the contents and legal effect of this Agreement.

This Agreement shall be effective as of this 24th day of April, 2025.

ACCEPTED AND ACKNOWLEDGED:

By: **EMPLOYEE**

Signature: _____

Name: _____

Date: _____

By: **PERFECT GAME, INC.**

Name: _____

Title: _____

Signature: _____

Date: _____