



NON-DISCLOSURE AGREEMENT

This Non-disclosure Agreement (this "**Agreement**") is made effective as of (the "**Effective Date**"), by and between Beach City (BCT"), of 2701 Barnard Way, Santa Monica, California 90405, and _____ (the "**Contractor**"), of _____, _____, _____.

The BCT has requested and the Contractor agrees that Contractor will protect the confidential material and information which may be disclosed between BCT and Contractor. Therefore, the parties agree as follows:

I. CONFIDENTIAL INFORMATION. The term "Confidential Information" means any information or material which is proprietary to BCT, whether or not owned or developed by BCT, which is not generally known other than by BCT, and which Contractor may obtain through any direct or indirect contact with BCT. Regardless of whether specifically identified as confidential or proprietary, Confidential Information shall include any information provided by BCT concerning the business, technology and information of BCT and any third party with which BCT deals, including, without limitation, business records and plans, trade secrets, technical data, product ideas, contracts, financial information, pricing structure, discounts, computer programs and listings, source code and/or object code, copyrights and intellectual property, inventions, sales leads, strategic alliances, partners, and customer and client lists. The nature of the information and the manner of disclosure are such that a reasonable person would understand it to be confidential.

A. "Confidential Information" does not include:

- matters of public knowledge that result from disclosure by BCT;
 - information rightfully received by Contractor from a third party without a duty of confidentiality;
 - information independently developed by Contractor;
 - information disclosed by operation of law;
 - information disclosed by Contractor with the prior written consent of BCT;
- and any other information that both parties agree in writing is not confidential.

II. PROTECTION OF CONFIDENTIAL INFORMATION. The Contractor understands and acknowledges that the Confidential Information has been developed or obtained by BCT by the investment of significant time, effort and expense, and that the Confidential Information is a valuable, special and unique asset of BCT which provides BCT with a significant competitive advantage, and needs to be protected from improper disclosure. In consideration for the receipt by Contractor of the Confidential Information, Contractor agrees as follows:

A. No Disclosure. The Contractor will hold the Confidential Information in confidence and will not disclose the Confidential Information to any person or entity without the prior written consent of BCT.

B. No Copying/Modifying. The Contractor will not copy or modify any Confidential Information without the prior written consent of BCT.

C. Unauthorized Use. The Contractor shall promptly advise BCT if Contractor becomes aware of any possible unauthorized disclosure or use of the Confidential Information.

D. Application to Employees. The Contractor shall not disclose any Confidential Information to any employees of Contractor, except those employees who are required to have the Confidential Information in order to perform their job duties in connection with the limited purposes of this Agreement. Each permitted employee to whom Confidential Information is disclosed shall sign a non-disclosure agreement substantially the same as this Agreement, at the request of BCT.

III. UNAUTHORIZED DISCLOSURE OF INFORMATION - INJUNCTION. If it appears that Contractor has disclosed (or has threatened to disclose) Confidential Information in violation of this Agreement, BCT shall be entitled to an injunction to restrain Contractor from disclosing the Confidential Information in whole or in part. The BCT shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

IV. NON-CIRCUMVENTION. During the term of this Agreement, Contractor will not attempt to do business with, or otherwise solicit any business contacts found or otherwise referred by BCT to Contractor for the purpose of circumventing, the result of which shall be to prevent BCT from realizing or recognizing a profit, fees, or otherwise, without the specific written approval of BCT. If such circumvention shall occur, BCT shall be entitled to any commissions due pursuant to this Agreement or relating to such transaction.

V. RETURN OF CONFIDENTIAL INFORMATION. Upon the written request of BCT, Contractor shall return to BCT all written materials containing the Confidential Information. The Contractor shall also deliver to BCT written statements signed by Contractor certifying that all materials have been returned within five (5) days of receipt of the request.

VI. RELATIONSHIP OF PARTIES. Neither party has an obligation under this Agreement to purchase any service or item from the other party, or commercially offer any products using or incorporating the Confidential Information. This Agreement does not create any agency, partnership, or joint venture.

VII. NO WARRANTY. The Contractor acknowledges and agrees that the Confidential Information is provided on an "AS IS" basis. THE BCT MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONFIDENTIAL INFORMATION AND HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL THE BCT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE PERFORMANCE

OR USE OF ANY PORTION OF THE CONFIDENTIAL INFORMATION. The BCT does not represent or warrant that any product or business plans disclosed to Contractor will be marketed or carried out as disclosed, or at all. Any actions taken by Contractor in response to the disclosure of the Confidential Information shall be solely at the risk of Contractor.

VIII. LIMITED LICENSE TO USE. The Contractor shall not acquire any intellectual property rights under this Agreement except the limited right to use as set forth above. The Contractor acknowledges that, as between BCT and Contractor, the Confidential Information and all related copyrights and other intellectual property rights, are (and at all times will be) the property of BCT, even if suggestions, comments, and/or ideas made by Contractor are incorporated into the Confidential Information or related materials during the period of this Agreement.

IX. INDEMNITY. Each party agrees to defend, indemnify, and hold harmless the other party and its officers, directors, agents, affiliates, distributors, representatives, and employees from any and all third party claims, demands, liabilities, costs and expenses, including reasonable attorney fees, costs and expenses resulting from the indemnifying party's material breach of any duty, representation, or warranty under this Agreement.

X. ATTORNEY FEES. In any legal action between the parties concerning this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees and costs.

XI. GENERAL PROVISIONS. This Agreement sets forth the entire understanding of the parties regarding confidentiality. The obligations of confidentiality shall survive as from the date of disclosure of the Confidential Information. Any amendments must be in writing and signed by both parties. This Agreement shall be construed under the laws of the State of California. This Agreement shall not be assignable by either party. Neither party may delegate its duties under this Agreement without the prior written consent of the other party. The confidentiality provisions of this Agreement shall remain in full force and effect at all times after the effective date of this Agreement. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the remaining portions of this Agreement shall remain in full force and effect and construed so as to best effectuate the original intent and purpose of this Agreement.

XII. SIGNATORIES. This Agreement shall be executed by Troy Mass, Director, on behalf of Beach City Tennis and Contractor and delivered in the manner prescribed by law as of the date first written above.

This Non-Disclosure Agreement is executed and agreed to by:

(Contractor Name)_____

(Company Name (if applicable) _____

(Date) _____

(Director Name) _____

(Beach City Tennis Academy

(Date) _____

REVISED: 8-1-15