

MUTUAL NON-USE, NON-DISCLOSURE AND NON-CIRCUMVENTION AGREEMENT

THIS MUTUAL NON-USE, NON-DISCLOSURE AND NON-CIRCUMVENTION AGREEMENT is made and entered into as of this ____ day of June, 2011 by and among World of Sports and Academics, LLC, a Delaware limited liability company (“WSA LLC”), and [____], an individual residing in the State of [____] (“[INDIVIDUAL]”)/ [____] Company, a ____ corporation with headquarters in the State of [____] (“[COMPANY]”).

WHEREAS, WSA LLC and [INDIVIDUAL/ COMPANY] (each a “Party” and collectively the “Parties”) are interested in entering into discussions with each other concerning one or more possible business arrangements or relationships (collectively, the “Relationship”); and

WHEREAS, in order to evaluate the advisability of the Relationship, each Party believes that it/ he/ she needs to receive and analyze certain confidential information of the other Party, including intellectual property and technical, financial, operational and other information; and

WHEREAS, each Party is willing to make such information available to the other Party for the sole purpose of analysis in connection with the Relationship and subject to the confidentiality, nondisclosure, non-circumvention and other provisions contained in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and as a condition to any provision of information, each of the Parties hereto agrees as follows:

1. Confidential Information. Each Party acknowledges and agrees that all information made available to it/ him/ her by the other Party in connection with the Relationship, whether furnished before or after the date of this Agreement and regardless of the manner in which such Party has been furnished with such information, including, without limitation, any and all intellectual property, financial information, technical data, customer lists, prospect lists, price lists, sales, marketing and business plans, operating procedures, personnel data and agreements, whether or not such information is oral, written, printed, contained on computer disc, electronically transmitted, sent by telecopy or otherwise represented, is the confidential and proprietary information of the disclosing Party (the “Confidential Information”). The term “Confidential Information” as used herein also includes (a) the fact that the Parties may be or are engaged in discussions regarding the Relationship and any proposed terms or conditions of or relating thereto and (b) any and all analyses, compilations, studies or other documents or records prepared by the receiving Party or any of such Party’s employees, representatives, agents or advisors that contain or otherwise reflect or are generated from Confidential Information.

2. No Use or Disclosure. A Party receiving Confidential Information (as such, a “Recipient”) from a disclosing Party (as such, a “Disclosing Party”) shall hold in strict confidence the Confidential Information, and the Recipient shall not, directly or indirectly, (a) use or permit the use of any of the Confidential Information for, or in connection with, any business of the Recipient, or by any other person whatsoever, or for any purpose other than analysis of the Relationship, or (b) disclose or permit the disclosure of any of the Confidential Information to any person or entity other than the Recipient's employees, representatives or agents, including, without limitation, its financial, legal or other professional advisors, whose knowledge of and access to the Confidential Information is required to perform their duties in connection with the Relationship and who either (i) have executed and delivered to the Recipient and the Discloser a confidentiality agreement pursuant to which they are obligated to maintain in confidence the confidential information of third parties to the same degree as they are obligated to maintain in confidence the confidential information of the Recipient, or (ii) agree in writing to comply with the confidentiality, nondisclosure and non-use provisions of this Agreement. Without limiting the foregoing, the Recipient shall maintain in confidence all trade secrets and other proprietary information disclosed to it by the Discloser, whether of a technical or commercial nature, both during the term of this Agreement or any other agreement between the parties and after its or any such agreement’s expiration or termination, and the Recipient shall immediately cease all use of Confidential Information upon the expiration or termination of this Agreement or any such other agreement.

3. Return of Documents and Materials; Duplication. Recipient shall deliver to the Discloser, within five days after written request therefore by the Discloser, any and all Confidential Information heretofore or hereafter obtained by Recipient from the Discloser or any of its affiliates or representatives in connection with the Relationship, and any and all copies, reproductions, and summaries thereof. Any portions of the Confidential Information which consist of analyses, compilations, studies or other documents or records prepared by Recipient, shall either be (a) delivered to the Discloser, (b) held by Recipient and kept confidential subject to the terms of this Agreement or (c) destroyed. Recipient shall not duplicate, reproduce, summarize, photocopy or in any other way create copies or renderings of any Confidential Information without the Discloser’s express written consent.

4. Compliance. Recipient agrees to use the same degree of care to protect the Confidential Information as Recipient uses to protect Recipient’s own confidential information; provided that, without in any way limiting any other obligation or liability of Recipient under this Agreement, Recipient shall take all appropriate action to prevent the unauthorized use of Confidential Information or disclosure of the proposed Relationship or other Confidential Information, and shall take all reasonable precautions to protect and maintain the confidentiality of the Confidential Information.

5. Information Not Deemed Confidential. This Agreement shall not apply to any portion of the Confidential Information (a) the Recipient proves it derived from information in the public domain or without assistance of or reference to anything disclosed through the Confidential Information; or (b) becomes a part of the public domain through no fault of the Recipient; or (c) the Recipient proves was in its possession prior to the disclosure of the Confidential Information by the Discloser; or (d) the Recipient acquires outside of the

relationship between the parties to this Agreement, from a third party that is lawfully in possession of such Confidential Information and under no obligation of confidence to a disclosing party.

6. Persons Included in Definitions of “Parties” and of “Recipient”. Notwithstanding any other provision in this Agreement (a) the term “Party” as used this Agreement shall include each Party and its/his/her affiliates (including any person which, directly or indirectly, is in control of, is controlled by, or is under common control with such person), and the respective owners, officers, directors, employees, partners, representatives, members, family, advisors, and/or agents of the Party and/or its/his/her affiliates, and (b) the term “Recipient” as used in this Agreement shall be deemed to include the Party who is the Recipient and any and all of such Recipient’s affiliates, subsidiaries, members, partners, relatives, officers, directors, owners, employees, representatives, agents and/or advisors, as and if applicable, including, without limitation, its financial, legal, technical or other professional advisors.

7. Compliance with Legal Obligations. In the event that Recipient becomes legally compelled (such as by order of court, administrative agency or other governmental body) to disclose Confidential Information, it shall provide the Discloser with prompt written notice of such order or obligation, and to the extent possible, an opportunity to seek a protective order or other appropriate means to preserve the confidentiality of the Confidential Information. In the event no such order is issued or no such challenge is undertaken or such challenge is unsuccessful, only that portion of the Confidential Information that is legally required to be disclosed shall be disclosed. The Recipient agrees that any such disclosure shall not cause any of the Confidential Information that was not required to be disclosed to fall within any exception set forth in Section 5.

8. No Warranties; Access to Confidential Information. The Recipient understands and acknowledges that any and all information contained in the Confidential Information is being provided without any representation or warranty, express or implied, on the part of the Discloser. The Recipient agrees that neither the Discloser nor any of its representatives shall have any liability to Recipient resulting from use of the Confidential Information. The Recipient acknowledges that the Discloser is under no obligation pursuant to this Agreement to provide the Recipient with any information, including without limitation the Confidential Information, or to give the Recipient access to any portion of the Discloser’s premises or its employees.

9. Non-Circumvention. Each of the Parties agrees not to directly or indirectly, whether for such Party’s own account or for the account of any other person or entity, enter into any business arrangements with any customers, clients and/or third parties introduced or otherwise disclosed by any other Party pursuant to this Agreement, including without limitation any business arrangements that involve business activities deriving from or in any way relating to the Relationship as discussed, proposed or otherwise in effect, during the period in which there are discussions conducted pursuant hereto and for a period of three (3) years thereafter, without the prior written consent of the Disclosing Party, which consent may be withheld (in each case) in the sole discretion of such Disclosing Party.

10. Injunctive Relief. It is understood and agreed by each of the Parties that the Confidential Information is very valuable and essential to the business operations of the Disclosing Party, that monetary damages would not be a sufficient remedy for any breach of this Agreement by the Recipient, and that the Disclosing Party shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach by the Recipient, as well as any reasonable legal fees and disbursements, court costs and other expenses of protecting the Disclosing Party's interests hereunder. The Recipient further agrees to waive any requirement for the security or posting of any bond in connection with such remedy. Such remedy shall not be deemed to be the exclusive remedy for a breach of this Agreement, but shall be in addition to all other remedies available at law or equity to the Disclosing Party.

11. Representations and Warranties. Each Party represents and warrants to the other Party as of the date hereof:

(a) Such Party is an individual or a corporation, as applicable, and in the case of the latter, is in valid existence and good standing under the laws of the jurisdiction of its organization.

(b) Such Party is duly authorized and empowered to enter into, execute, deliver and perform this Agreement and each of the other documents, agreements and instruments contemplated herein, to which it is or may be a party.

(c) This Agreement, when executed and delivered, will be a legal, valid and binding obligation of such Party, enforceable against it in accordance with its terms, except as may be limited by applicable bankruptcy, reorganization, insolvency or similar affecting the enforcement of creditor's rights generally and equitable principles of general applicability.

12. Notices. Except as otherwise expressly provided in this Agreement, all notices, requests, demands and other communications under this Agreement shall be in writing, and shall be deemed to have been duly received when (a) delivered, if delivered in person, (b) mailed, if mailed by certified or registered mail, postage prepaid, or (c) delivered, if mailed by reputable private overnight courier with established tracking capability, postage prepaid, to each Party at the address set forth below such Party's signatures at the end of this Agreement. Each of the Parties agrees that it will send notices to the other Party promptly, with respect to any address changes.

13. Continuing Effect. This Agreement shall survive any termination or expiration, and shall remain in full force and effect, for a period of three (3) years from and after the date of its signature by the Parties.

14. Governing Law; Jurisdiction. This Agreement shall be governed by and construed under the laws of the Commonwealth of Massachusetts without application of principles of conflicts of laws, and any dispute or action arising under this Agreement shall be settled in the courts of the Commonwealth of Massachusetts or the United States District Court for the Eastern District of Massachusetts, to whose exclusive jurisdiction each of the Parties hereby submits, both personally and for purposes of subject matter.

15. Miscellaneous. Neither this Agreement nor any provision hereof may be amended or modified, and no waiver hereunder may be granted, except by a written instrument signed by each of the parties hereto. Neither this Agreement nor any of the rights or obligations hereunder shall be assignable by either of the Parties without the prior written consent of the other Party. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the Parties and their respective successors and permitted assigns. With respect to its subject matter, this Agreement contains the entire understanding of the Parties and shall survive execution of any definitive agreement between the Parties relating to the Relationship or otherwise unless such definitive agreement contains confidentiality provisions expressly relating to the Confidential Information disclosed pursuant to this Agreement, notwithstanding any merger clause contained in such definitive agreement. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and either Party may execute any such counterpart, all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement under seal as of the day and year first above written.

WORLD OF SPORTS AND ACADEMICS, LLC

ADDRESS:

By: _____
Name:
Title:

[COMPANY]

ADDRESS:

By: _____
Title:

[INDIVIDUAL]

ADDRESS: