

United Premier Soccer League
Club Application Non-Disclosure Agreement

As part of the application process for joining the United Premier Soccer League ('UPSL') you will be provided with certain confidential information regarding teams, divisions, regions, clients, pricing, costs of operations, processes, the UPSL Rules and Regulations, referee assignors, business development, registration system and other vital information items (collectively, 'Information') which are valuable and unique assets of the UPSL.

You, the undersigned, as representative of the soccer club ('Club') agree that you and any other officials of the Club, including but not limited to owners, coaches, admins and consultants will not at any time or in any manner, either directly or indirectly, divulge, disclose, or communicate any Information to any third party, including any representatives of any other soccer leagues, without the prior written consent of the UPSL and that you will protect the Information and treat it as strictly confidential. A violation by any Club official shall be a material violation of this Agreement and will justify legal and/or equitable relief. This Non-Disclosure Agreement shall remain in full force and effect for a period of 3 years after the signing of this Agreement.

If it appears that a Club official has disclosed (or has threatened to disclose) Information in violation of this Agreement, the UPSL shall be entitled to an injunction to restrain the Club from disclosing, in whole or in part, such Information, or from providing any services to any party to whom such information has been disclosed or may be disclosed. The UPSL shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

You acknowledge that the terms of this Agreement are reasonably necessary to protect the legitimate interests of the UPSL, are reasonable in scope and duration, and are not unduly restrictive. You further acknowledge that a breach of any of the Terms of this Agreement will render irreparable harm to the UPSL, and that a remedy at law for breach of the Agreement is inadequate, and that the UPSL shall therefore be entitled to seek any and all equitable relief, including, but not limited to, injunctive relief, and to any other remedy that may be available under any applicable law or agreement between the parties. You further acknowledge that an award of damages to the UPSL does not preclude a court from ordering injunctive relief. Both damages and injunctive relief shall be proper modes of relief and are not to be considered as alternative remedies.

The laws of the State of Florida shall govern this Agreement.

IN WITNESS THEREOF, this agreement is executed as of the date below.

Date:

Name of Club Representative:

Signature: _____