

NONDISCLOSURE AGREEMENT

Cherokee Nation Entertainment, L.L.C., a Cherokee Nation limited liability company with offices at 777 W. Cherokee Street, Catoosa, OK 74015 (“CNE”), and _____, a _____ with offices at _____ (“Company”), in consideration of the mutual covenants of this Nondisclosure Agreement (“Agreement”), hereby agree as follows:

1. In connection with discussions and/or negotiations between the parties regarding potential business transactions and relationships (“Subject Matter”), each Party to this Agreement may wish to disclose information (“Disclosing Party”) that is proprietary, is a trade secret, or is confidential (“Information”) to the other Party (“Receiving Party”) (the Disclosing Party and Receiving Party are referred to each as “Party” and collectively as the “Parties”). The Disclosing Party may consider such Information proprietary or confidential under this Agreement because the Disclosing Party has developed the Information internally or because of other reasons. The Disclosing Party may consider such Information as a trade secret because such Information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertained by proper means by, other persons who can obtain economic value from its disclosure or use. The Disclosing Party may also deem such Information to be proprietary, confidential or a trade secret under this Agreement because it is subject to a third-party nondisclosure agreement that protects it as such.
2. When Information is furnished in a tangible form, including electronic mail, the Disclosing Party shall clearly mark the Information in a manner to indicate that it is considered proprietary, confidential, a trade secret or otherwise subject to limited distribution as provided herein. When Information is provided orally, including Information conveyed to an answering machine, voice mail box or similar medium, the Disclosing Party shall, at the time of disclosure, clearly identify the Information as being proprietary, confidential, a trade secret or otherwise subject to limited distribution as provided herein. If the Disclosing Party fails to identify Information as provided above, such Disclosing Party may correct the omission by later notice consisting of a writing or statement, and the Receiving Party shall only be liable for unauthorized disclosures of such Information made subsequent to said notice. In addition, the existence and terms of this Agreement, and the fact and substance of discussions and correspondence between the Parties concerning goods or services, shall be deemed proprietary Information.
3. With respect to Information disclosed under this Agreement, the Receiving Party shall:
 - a. hold the Information in confidence, exercising a degree of care not less than the care used by Receiving Party to protect its own proprietary or confidential information that it does not wish to disclose;
 - b. restrict disclosure of the Information solely to those directors, officers, employees, affiliates, agents/consultants/advisors, commercial lenders, and/or the Chief and Tribal Council of the Cherokee Nation, with a need to know and not disclose it to any other person;
 - c. advise those persons to whom the Information was disclosed of their obligations with respect to the Information;
 - d. use the Information only in connection with the Subject Matter, except as may otherwise be mutually agreed upon in writing;
 - e. except for the purposes of the Subject Matter, not copy or distribute such Information or knowingly allow anyone else to copy or distribute such Information, and any and all copies shall bear the same notices or legends, if any, as the originals; and
 - f. only disclose Information as pursuant to the requirement or request of a duly empowered governmental agency or body or court of competent jurisdiction to the extent such disclosure is required by a valid law, regulation or court order, and sufficient notice is given by the Receiving Party to the Disclosing Party of any such requirement or request to permit the Disclosing Party to seek an appropriate protective order or exemption from such requirement

or request, unless such notice is prohibited by said order.

4. The Information shall be deemed the property of the Disclosing Party and, upon request, the Receiving Party will return all Information received in tangible form (and marked as required in this Agreement) to the Disclosing Party or will destroy or erase it if such Information is recorded on an erasable storage medium, all at the Receiving Party's discretion, and certify to the Disclosing Party the Information has been so returned, destroyed or erased. Notwithstanding the preceding, the Parties acknowledge that in the case of Information communicated through email or which has been scanned or otherwise stored electronically by the Receiving Party, the Receiving Party's deletion of (a) email messages from individual mailboxes or (b) documents from network or individual hard drives will not result in the removal of all copies of such information from its back-up or archival systems. Any Information so retained will remain subject to the confidentiality obligations of this Agreement for so long as it is retained, will be maintained in a secure environment, and will be destroyed in accordance with the Receiving Party's document retention policies. Neither the Receiving Party's retention of archival copies nor failure to remove copies from its back-up or archival systems will be deemed a breach of this Agreement. If the Receiving Party loses or makes an unauthorized disclosure of the Disclosing Party's Information, it shall notify the Disclosing Party immediately and use reasonable efforts to retrieve the lost or wrongfully disclosed Information.
5. In the event the Receiving Party makes an unauthorized disclosure, the Receiving Party shall indemnify the Disclosing Party, including the Disclosing Party's officers, directors, managers, agents and/or employees for any loss proximately arising from such disclosure.
6. The Receiving Party shall not transfer or provide access to Protected Information outside the country in which Providing Party had originally delivered such Protected Information without the express written consent of Providing Party. For purposes of this Agreement, Protected Information includes all information protected under this Agreement including information which identifies, relates to, describes, is capable of being associated with, can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or could reasonably be directly or indirectly linked to, any contractor, customer, or employee of Providing Party.
7. Receiving Party shall implement security which, at a minimum, includes the implementation and maintenance of all administrative, organizational, technical, and physical safeguards and other security measures necessary for compliance with industry best practices and applicable international, federal, state, provincial and local laws, rules, regulations, directives and governmental requirements relating in any way to the privacy, confidentiality, and/or security of Personal Data.
8. In the event of an Information Security Incident which shall include any actual or suspected unauthorized access to or use, disclosure, processing, or acquisition of any Protected Information, Receiving Party will, subject to applicable legal and regulatory requirements, immediately or, in no event, more than 2 business days: (i) notify Providing Party in writing of such Information Security Incident with assurances that the Information Security Incident is not likely to recur (such notice shall summarize in reasonable detail, the effect of the Information Security Incident on Providing Party, the Collective Data affected, and the corrective action taken or to be taken by Receiving Party); (ii) investigate the Information Security Incident and perform a root cause analysis, including with limitation, a security assessment and security audit and forensic analysis of the Information Security Incident; (iii) take (at its sole cost and expense) all necessary actions to prevent, contain, mitigate, and remediate the impact of the Information Security Incident; (iv) cooperate fully with Providing Party in all reasonable and lawful efforts to mitigate the effects of such Information Security Incident; (v) fully cooperate with Providing Party by providing all information necessary to notify customers or government regulators regarding any Information Security Incident; (vi) indemnify/reimburse Providing Party for any costs incurred by Providing Party arising out of or in connection with any such

Information Security Incident, including Providing Party's internal and external costs (legal fees, consulting fees, etc.) associated with addressing and responding to the Information Security Incident; and (vii) defend and hold Providing Party harmless from any third party claims made or fines, fees, or penalties assessed or levied against Providing Party which directly or indirectly resulted from the Information Security Incident. Subject to applicable legal and regulatory requirements, Receiving Party must obtain the approval of Providing Party prior to the publication or communication of any filings, communications, notices, press releases or reports related to any Information Security Incident that expressly mentions Providing Party or its Affiliates. The provisions of this Section shall survive any expiration or earlier termination of this Agreement. In the event Receiving Party has experienced an Information Security Incident which may or may not have involved the Protected Information of Providing Party, Receiving Party shall immediately respond to any inquiries from Providing Party concerning such Information Security Incident, including without limitation the extent of any effect or impact concerning the Protected Information of Providing Party.

9. Information will not be subject to the confidentiality obligations of this Agreement if it:
 - a. was previously known to the Receiving Party free of any obligation to keep it confidential;
 - b. is or becomes publicly available by other than unauthorized disclosure;
 - c. is developed by or on behalf of the Receiving Party independent of any Information furnished under this Agreement; or
 - d. is received from a third party whose disclosure does not violate any confidentiality obligation.
10. Neither this Agreement, nor the disclosure of Information under this Agreement, nor the ongoing discussions and correspondence between the Parties, shall constitute or imply a commitment or binding obligation between the Parties or their respective affiliated companies, if any, regarding the Subject Matter. If, in the future, the Parties elect to enter into a binding commitment regarding the Subject Matter, such commitment will be explicitly stated in a separate written agreement executed by both Parties, and the Parties hereby affirm that they do not intend their discussions, correspondence, and other activities to be construed as forming a contract regarding the Subject Matter or any other transaction between them without execution of such separate written agreement.
11. This Agreement may not be assigned by either Party without the prior written consent of the other Party, except that no consent is necessary for either Party to assign this Agreement to a corporation or other legal entity succeeding to substantially all the assets or business of such Party whether by merger, consolidation, acquisition or otherwise. This Agreement shall benefit and be binding upon the Parties and their respective successors and permitted assigns.
12. This Agreement and any disputes arising out of, or relating to, this Agreement shall be governed by the laws of the State of Oklahoma without regard to the conflicts of law rules thereof.
13. This Agreement shall become effective as of the date set forth below ("Effective Date"). Disclosure of Information between the Parties under this Agreement may take place for a period (the "Information Disclosure Period") of two (2) years after the Effective Date. The obligations of the Parties contained in Paragraphs 3 and 4 shall survive and continue beyond the expiration of the Information Disclosure Period indefinitely with regard to Information designated as a trade secret by Disclosing Party and for a period of three (3) years with regard to all other Information.
14. The Parties acknowledge that in the event of an unauthorized disclosure, the damages incurred by the non-disclosing Party may be difficult if not impossible to ascertain, and that such non-disclosing Party may seek injunctive relief as well as monetary damages against the Party that breaches this Agreement.
15. This Agreement constitutes the entire understanding between the Parties with respect to the Subject Matter provided hereunder and supersedes all proposals and prior agreements (oral or written) between the Parties relating to the confidential nature of the Information provided hereunder. No amendment or

modification of this Agreement shall be valid or binding on the Parties unless made in writing and executed on behalf of each Party by its duly authorized representative.

16. Neither Party:

- a. shall be responsible or liable for any business decisions made or inferences drawn by the other Party in reliance on this Agreement or in reliance on actions taken or disclosures made pursuant to this Agreement; or
- b. shall be liable to or through the others hereunder for amounts representing loss of profits, loss of business, or special, indirect, consequential, or punitive damages.

17. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, NEITHER DISCLOSING PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY NATURE WHATSOEVER WITH RESPECT TO ANY INFORMATION DISCLOSED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR AGAINST INFRINGEMENT.

18. The Parties acknowledge that this Agreement does not restrict the ability of the Parties to engage in their respective businesses, nor does it limit either Party's use or application of any information or knowledge acquired independently of the other without a breach of this Agreement in the course of such Party's business.

19. This Agreement may be executed in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Facsimile and electronic signatures to this Agreement shall be deemed to be binding upon the Parties.

Each Party represents that it has caused this Agreement to be executed on its behalf as of the date written below by a representative empowered to bind that Party with respect to the undertakings and obligations contained herein.

[SIGNATURE PAGE IMMEDIATELY FOLLOWING]

Executed and effective as of _____.

CHEROKEE NATION ENTERTAINMENT, LLC **[COMPANY]**

By: _____
(SIGNATURE)

By: _____
(SIGNATURE)

(PRINTED NAME)

(PRINTED NAME)

(TITLE)

(TITLE)