



GRAYSCALE MARKETING

CONFIDENTIALITY, NON DISCLOSURE
and NON SOLICITATION AGREEMENT

2021

OVERVIEW

THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT ("Agreement") is entered into effective as of _____ by and between Grayscale Entertainment Marketing, LLC together with its affiliates and subsidiaries (collectively, "Party A" or "Company") and _____ ("Party B"). Party A and Party B are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

Each Party as a provider/discloser of Confidential Information hereunder is sometimes referred to herein as a "Provider;" and each Party as a reviewer/recipient of Confidential Information hereunder is sometimes referred to herein as a "Reviewer."

RECITALS

A. The Parties desire to enter into an agreement whereby Party B will be in the employ of Party A. In the course of providing such services, each Party may need to disclose certain Confidential Information (as herein defined) to the other Party, their subsidiary entities and/or affiliates. The Parties wish to enter into this Agreement to provide for the protection of such information and materials and to restrict the use and disclosure of such information and materials by the Reviewer.

B. As a condition to either Party providing any Confidential Information to the other Party, the Parties have agreed to execute and deliver this Agreement to protect each other.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties agree as follows:

1. Confidential Information.

a. Subject to the provisions of Section 1(b) below, the term "Confidential Information" means and includes information and materials (whether in written, oral or electronic form) relating to either Party, and information and materials relating to each Party's subsidiary entities and affiliates (as such term is defined in Rule 12b-2 under the Securities Exchange Act of 1934, as amended) including, without limitation, books, records, financial statements, organizational documents, capital structure information, ownership information, business plans, marketing plans and procedures, strategies, sales and marketing information, customer lists, supplier lists, processing information, production information, formulations, prototype samples, product development plans, trade secrets, documents, studies, and other information and materials relating to either Party, and all of the foregoing relating to each Party's subsidiary entities and affiliates, whether prepared or created by the Provider, the Reviewer or otherwise. Further, any document marked confidential.

b. Anything contained in this Agreement to the contrary notwithstanding, the following types of information and materials shall not constitute "Confidential Information" for purposes of this Agreement, and neither Party shall have any obligations to the other Party hereunder with respect to any information or materials if, when or to the extent that such information or materials: (i) is or becomes generally available in the industry or to the public other than as a result of unauthorized disclosure by the Reviewer or its Representatives (hereinafter defined); (ii) is developed by such Party independently of any information and/or materials of the other Party; (iii) was received by or available to the Reviewer or its

Representatives on a non-confidential basis from a source other than the other Party who is lawfully possessing and lawfully entitled to disclose such information; or (iv) is required to be disclosed by law or by regulatory or judicial process, subject to compliance with Section 3(b) hereof. In addition, the Parties agree and acknowledge that this Agreement is solely to restrict the use of each Party's Confidential Information by the other and that this Agreement is not intended to and shall not restrict or interfere with the right and ability of each Party, and their respective subsidiary entities and affiliates, to pursue and engage, either together or independently of each other, in business activities involving the businesses which they are currently operating.

2. Purpose.

Each Party agrees that its review and inspection of the Confidential Information shall be used solely and exclusively for the purpose of providing services as described in paragraph A of the Recital.

3. Non-Disclosure and Use of Confidential Information.

a. The Reviewer agrees that all Confidential Information shall be used by the Reviewer solely for the purpose of providing services as stated in Section 2 and shall be treated by the Reviewer and its Representatives (as defined below) as strictly confidential. The Reviewer further agrees not to disclose, directly or indirectly, any of the Confidential Information to any third party without the prior written consent of the Provider, other than to the Reviewer's directors, officers and executive employees (collectively, the "Representatives"), and in each case only to those Representatives who have a need to know the Confidential Information for the purpose of providing services as stated in Section 2. The Reviewer shall inform each of its Representatives that receives any of the Confidential Information of the requirements of this Agreement and shall be responsible for compliance with such requirements by its Representatives.

b. If the Reviewer receives a subpoena or other validly issued administrative or judicial process demanding Confidential Information, the Reviewer must promptly notify the Provider and tender to it the defense of that demand. Unless the demand has been timely limited, quashed or extended, the Reviewer will thereafter be entitled to comply with such demand to the extent permitted by law. If requested by the Provider, the Reviewer will cooperate (at the expense of the Provider) in the defense of a demand.

4. No Licenses Granted.

Confidential Information disclosed by the Provider to the Reviewer will at all times remain the property of the Provider and no right, title or interest in or to any of the Confidential Information or any material developed therefrom, by license or otherwise, is transferred to the Reviewer hereby or by its delivery to the Reviewer. No license to use trademarks, patents, copyrights, or other rights is granted, by implication or otherwise, under this Agreement or by any disclosure of Confidential Information.

5. Protection of Confidential Information.

The Reviewer will protect the confidentiality of the Confidential Information with no less care than it protects the confidentiality of its own proprietary and confidential information and materials of like kind, but in no event will the Reviewer protect the confidentiality of the Confidential Information with less than a reasonable standard of care. The Reviewer will take (and will cause its Representatives to take) any reasonable steps required to avoid inadvertent disclosure of materials in the Reviewer's possession.

6. Return/Destruction of Confidential Information.

Upon the request of the Provider, all copies of Confidential Information provided to or in the possession of the Reviewer or its Representatives shall be destroyed or returned promptly to the Provider, together with (i) all copies thereof made by the Reviewer or its Representatives, and (ii) all portions of all compilations, studies, notes, analyses and memoranda prepared in connection with the examination thereof or derived therefrom that contain or reflect any Confidential Information, except to the extent required to comply with applicable law, rule or regulation. Upon the request of the Provider, the Reviewer shall provide to the Provider a certificate as to the return or destruction of such Confidential Information.

7. No Obligation to Disclose Confidential Information/No Representation or Warranty.

Notwithstanding any provision of this Agreement (i) neither Party shall have any obligation to furnish or otherwise disclose Confidential Information to the other Party and (ii) either Party as a Provider may cease providing services at any time in such Provider's sole discretion. Each Party understands and agrees that the Provider of Confidential Information does not make any representation or warranty to the Reviewer or its Representatives, express or implied, as to the accuracy or completeness of such Confidential Information and shall have no liability whatsoever to the Reviewer or its Representatives relating to or resulting from the use of Confidential Information or any errors therein or omissions therefrom.

8. Non Solicitation: Non Disparagement.

(a) For the period commencing on the date hereof and continuing for a period of **two (2) years** following the termination of this Agreement, **unless Company consents in advance in writing**, Party B shall not, directly or indirectly through another entity, (i) induce or attempt to induce any employee of Company to leave the employ of Company, or in any way interfere with the relationship between Company and any employee thereof, (ii) hire any person, who was an employee of Company at any time during the Term, (iii) induce or attempt to induce any customer, supplier, subcontractor, licensee, licensor, franchisee or other business relation of Company to cease doing business with Company, or in any way interfere with the relationship between any such customer, supplier, subcontractor, licensee or business relation and Company (including, without limitation, making any negative statements or communications about Company), or (iv) service (except in the capacity as an employee of Company) any customer, licensee, agent or franchisee of Company who was a customer, licensee, agent or franchisee of Company at any time during the Term. At all times after the date hereof, Party B shall not disparage Company or any of its shareholders, directors, officers, employees, consultants or agents.

(b) In the event either Party is held pursuant to a final non-appealable judgment of a court of competent jurisdiction to have breached this paragraph, the non-breaching party shall be entitled to liquidated damages of Fifteen Thousand and 00/100 Dollars (\$15,000.00) per incident, in addition to any other remedies provided for herein or by applicable law, which amount the Parties acknowledge is a reasonable estimate of potential damages. The Parties further acknowledge that actual damages are indeterminable or difficult to measure at this time and that this liquidated damages amount is not designed to be a penalty.

9. Disclosure of this Agreement: Requests for Information.

Without the prior written consent of the other Party to this Agreement, no Party will disclose to any person (other than such person's Representatives) the fact that the services have been, or are being, provided. The Parties also agree that they will not disclose the terms and conditions, and the subject matter of this Agreement, without the written consent of the other Party; provided, however, that each Party may disclose such terms (i) to its Representatives consistent with the provisions of Paragraph 3(a) hereof or (ii) in response to a valid order by, or requirement of, a court or governmental, regulatory or self-regulatory body, or requirements of applicable law or regulation.

10. Amendment.

No amendment, modification or discharge of this Agreement and no waiver hereunder shall be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of the amendment, modification, discharge or waiver is sought.

11. Breach of Agreement.

a. In the event the Reviewer or any of its Representatives fails in any respect to comply with its obligations under this Agreement, the Reviewer shall be liable to the Provider for breach of this Agreement. The Reviewer agrees that its failure to perform any obligation or duty which it has agreed to perform under this Agreement may cause irreparable harm to the Provider, which harm cannot be adequately compensated for by monetary damages. It is further agreed by the Reviewer that an order of specific performance or for injunctive relief against the Reviewer in the event of a breach or default under the terms of this Agreement would be equitable and would not work a hardship on the Reviewer. Accordingly, in the event of a breach or default by the Reviewer hereunder, the Provider, without any bond or other security being required and in addition to whatever other remedies are or might be available at law or in equity, shall have the right either to compel specific performance by, or to obtain injunctive relief against, the Reviewer, with respect to any obligation or duty herein or breach hereof.

b. The rights, powers, and remedies provided for in Section 11(a) shall be in addition to and do not preclude the exercise of any other right, power or remedy available to the Provider at law or in equity. No forbearance, failure or delay in exercising any such right, power or remedy shall operate as a waiver thereof or preclude its further exercise.

12. Binding Effect.

This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and each of their respective affiliates, and upon their respective heirs, successors, representatives and assigns; provided, however, that neither Party shall assign any of its rights or obligations under this Agreement without the prior written consent of the other Party.

13. Severability.

This Agreement shall be interpreted so as to give full force and legal effect to all provisions hereof to the maximum extent permitted by law. If any term, provision, covenant, or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void, unenforceable, or against public policy, such term, provision, covenant, or restriction shall be deemed to be reformed to the minimum extent necessary to make such term, provision, covenant, or restriction enforceable to the maximum extent permitted by law, and the remainder of the terms, provisions, covenants, and restrictions of this Agreement shall remain in full force and effect to the maximum extent permitted by law and shall in no way be affected, impaired, or invalidated.

14. No Further Obligations or Agreements Hereunder.

Neither Party shall be under any obligation to enter into any further agreements with the other Party as a result of this Agreement.

15. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Transmission by facsimile of an executed counterpart signature page hereof by a Party shall constitute due execution and delivery of this Agreement by such Party.

16. Entire Agreement/Applicable Law.

This Agreement represents the entire agreement between the Parties relating to the subject matter hereof and to the treatment of Confidential Information heretofore or hereafter reviewed or inspected by either Party or its Representatives and this Agreement supersedes all prior agreements, understandings and communications between the Parties, if any, relating to the subject matter hereof, both oral and written. This Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of Tennessee, without regard to the conflict of law principles thereof.

17. Intellectual Property Rights.

(a) All rights, title, and interest, including copyright interest, in any data, deliverable or other work done by Party B that is system discovered, developed, learned, created, produced, or provided by Party B, alone or in combination with any employee of Company, that pertain in any way to the Services, and whether arising prior to or during the Term, are the property of Company. Party B agrees that any contributions by Party B to the creation of such works, including all copyright interest therein, shall be considered works made for hire by Party B for Company under 17 U.S.C. § 101 and that such works shall, upon their creation, be owned exclusively by Company. To the extent that any such works may not be considered works made for hire for Company under applicable law, Party B agrees to assign and, upon their creation, automatically assigns to Company, the ownership of such works, including copyright interests and any other intellectual property therein, without the necessity of any further consideration.

(b) With respect to data not prepared or originated in the performance of the Services, but which is delivered to Company or incorporated in the Services, Party B agrees to and does hereby grant to Company a royalty-free, non-exclusive and irrevocable license throughout the world to use, disclose, publish, translate, reproduce, deliver, perform, dispose of, and to authorize others so to do, all such data.

(c) Party B shall not include in any data delivered to Company or incorporated in the Services, without the written approval of Company, any data or material which is or will be copyrighted by Party B or others unless Party B provides Company with the written permission of the copyright owner for Company to use such copyrighted material in the manner provided in paragraph 6(b) hereof.

(d) Party B agrees that as to any trade secret, formula, device, technology, technical information, process, etc. ("**Invention**"), made or conceived prior to or during the Term of this Agreement, solely or jointly with any

other, which are made with the use of Company's equipment, supplies, facilities, trade secrets, or time, or which relate to the business of Company or Company's actual or demonstrably anticipated research or development, or which result, either in whole or in part, from any work performed for Company, such Invention shall belong to Company, and Party B agrees to assign any and all rights, title and interest in such Invention to Company. For purposes of this Agreement, an Invention is deemed to have been made during the term of this Agreement if during such period, the invention was developed, adhered, conceived or first reduced to practice.

(e) Party B agrees to make full disclosure to Company of all ideas, designs, concepts, writings, discoveries, inventions, improvements, processes, procedures, techniques, and developments that are deemed to be the property of Company by the terms of this Agreement, and shall do everything necessary or desirable to vest the absolute title thereto in Company. To the extent that Party B may be entitled to claim any ownership interest in any rights or materials that are deemed to be owned by Company pursuant to this Section 6, Party B transfers and assigns to Company all of her right, title and interest in and to such rights and materials, under all applicable patent, copyright, trade secret and trademark laws, in perpetuity or for the longest period otherwise permitted by law. Party B further agrees to furnish promptly to Company complete information thereon and execute all documents (including assignment in a form specified by Company), furnish all information, and do all things necessary to facilitate the consideration of, and the filing and prosecution of, applications for patents throughout the world, without additional compensation from, but at the expense of, Company.

(f) Party B agrees that she is not entitled to any additional or special compensation or reimbursement regarding any ideas, designs, concepts, writings, discoveries, inventions, improvements, processes, procedures, techniques, or developments that are deemed to be the property of Company by the terms of this Agreement

19. Termination.

(a) Company may immediately terminate this Agreement if (i) Party B commits any act of fraud, misappropriation or personal dishonesty intended to result in the substantial personal enrichment of Party B at the expense of Company, or (ii) Party B is convicted of or enters a plea of nolo contendere to any felony or any misdemeanor involving moral turpitude.

(b) Either party may immediately terminate this Agreement by written notice to the other if the other party becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of the receiver for its business or assets, or becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign, dissolved or liquidated, voluntarily or otherwise. Upon the occurrence of any of the above events, immediate notice of such event shall be given to the non-defaulting party by the party so affected.

IN WITNESS WHEREOF, duly authorized representatives of the parties have executed this Agreement as of the date first set forth above.

Grayscale Entertainment Marketing, LLC

Date: _____

Name: _____

Title: _____

Signature: _____

"PARTY B"

Date: _____

Name: _____

Title: _____

Signature: _____