

CONFLICTS OF INTEREST, CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement (this “Agreement”), effective as of the date of signing, is by and between the undersigned (the “Recipient”) and the National Skeet Shooting Association (the “NSSA”).

WHEREAS, the Recipient is an officer, director, committee member, delegate, volunteer leader, employee, or other agent (an “Agent”) of NSSA and/or the NSSA’s division, the National Sporting Clay Association (the “NSCA”); and

WHEREAS, as a result of Recipient’s role as an Agent of NSSA and/or NSCA, Recipient may be exposed to confidential and proprietary information of NSSA and NSCA, and NSSA desires to protect all such information as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, the parties hereby agree as follows:

1. Confidential Material. For the purposes of this Agreement, “Confidential Material” means any documents or information of NSSA and/or NSCA, including but not limited to trade secrets, proprietary information, business strategies, accounts (including potential accounts), sponsor lists, member lists, marketing and advertising practices, financial data, employee and staffing information, customer data or personally identifiable information, and any other confidential business practices or potential confidential business practices of NSSA and NSCA. Except that no information shall be considered to be Confidential Material which: (a) was in the public domain prior to being furnished to Recipient; (b) is disclosed to Recipient by a third party who, to Recipient's knowledge, did not unlawfully acquire or receive such information on a confidential basis from the Company; or (c) after being furnished to Recipient entered the public domain through no act or failure to act on the part of Recipient.
2. Nondisclosure of Confidential Material. Recipient hereby agrees to keep the Confidential Material confidential and to not disclose the Confidential Material to anyone other than persons who have a need to review such information in connection with their position as an employee, officer, director, committee member, delegate, volunteer leader or other agent of NSSA and/or NSCA, or with the prior written consent of NSSA. Recipient will protect and safeguard the confidentiality of all such Confidential Material with at least the same degree of care as the Recipient would protect its own Confidential Material, but in no event with less than a commercially reasonable degree of care. NSSA retains its entire right, title, and interest in and to all Confidential Material, and no disclosure of Confidential Material hereunder will be construed as a license, assignment, or other transfer of any such right, title, and interest to Recipient or any other person.
3. Use of Confidential Material. Recipient recognizes and acknowledges the competitive value and confidential nature of the Confidential Material and the damage that could result to NSSA if any information contained therein is disclosed to a third party. The Confidential

Material will be used by Recipient solely for the purpose of carrying out Recipient's responsibilities and duties as an Agent of NSSA and/or NSCA and for no other purpose. Recipient further agrees to reimburse, indemnify and hold harmless NSSA, its affiliates and their respective representatives from any damage, loss or expense incurred as a result of any breach of this Agreement by Recipient, including without limitation, in connection with the handling or use of the Confidential Material by Recipient contrary to the terms of this Agreement.

4. Required Disclosure. If Recipient is requested or required by any governmental authority to disclose Confidential Material, Recipient shall provide NSSA with prompt written notice of the request or demand, so that NSSA may seek an appropriate protective order, and Recipient shall cooperate with the NSSA's efforts with respect thereto. In the event that such protective order or other remedy is not obtained, Recipient may disclose the requested or required Confidential Material; provided, however, that Recipient will disclose only that portion of the Confidential Material that is legally required to be disclosed and Recipient will use its best efforts to ensure that all Confidential Material so disclosed will be accorded confidential treatment.
5. Return of Confidential Material. Upon the termination of the Recipient's position as an Agent of NSSA and/or NSCA, or upon request by NSSA, Recipient will promptly delete all Confidential Material furnished by NSSA from any computer and backup storage system in which the Confidential Material has been stored and will turn over to NSSA (i) all documents and other materials (including without limitation all copies or reproductions of such documents or materials, backup copies, and other forms of electronic storage media) which constitute, contain or are derived from such Confidential Material, and (ii) all other documents, notes, and other materials connected with or arising out of Recipient's consideration of the Confidential Material, and no copy thereof will be retained by Recipient. Notwithstanding the return, deletion or destruction of the Confidential Material, the Recipient will continue to be bound by all obligations of confidentiality and other obligations under this Agreement.
6. Conflicts of Interest. Given Recipient's position with the NSSA and/or NSCA, Recipient is expected to adhere to the highest ethical and professional standards in performing Recipient's duties. Consistent with such standards, is Recipient's responsibility to avoid actual, potential, or the appearance of conflicts between personal interests and those of the NSSA and/or NSCA. Conflicts of interest include, without limitation:
 - (a) Recipients having, directly or indirectly, through business, investment or family:
 - (i) an ownership or investment interest in any entity with which the NSSA, or the NSSA through its division the NSCA, has a transaction or arrangement;
 - (ii) a compensation arrangement with the NSSA, or the NSSA through its division the NSCA, or with any entity or individual with which the NSSA, or the NSSA through its division the NSCA, has a transaction or arrangement; or

(iii) a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the NSSA, or the NSSA through its division the NSCA, is negotiating a transaction or arrangement.;

(b) Recipient's, directly or indirectly, whether on behalf of Recipient or on behalf of any other person, firm, entity or organization, engaging or participating in, or otherwise supporting or financing, any business or organization that competes with the NSSA or the NSSA's division, the NSCA;

(c) Recipient's, directly or indirectly inducing or attempting to induce, on behalf of Recipient or any other person, firm, entity or organization, any current or perspective club, supplier, member or sponsor of the NSSA or the NSSA's division, the NSCA, to cease doing business in whole or in part with the NSSA or the NSSA's division, the NSCA, or soliciting the business of any such current or perspective club, supplier, member or sponsor, for a purpose which is competitive with the NSSA or the NSSA's division, NSCA; and

(d) Recipient's directly or indirectly interfering with the contractual arrangements, between the NSSA or the NSSA's division, the NSCA, or any of its employees, consultants, agents or contractors, or soliciting, recruiting, hiring, or assisting others in recruiting or hiring, or discussing employment or contractual arrangements with any employees, consultants, agents or contractors of the NSSA or the NSSA's division, the NSCA.

In connection with any actual or possible conflict of interest, Recipient must disclose the existence of Recipient's financial interest, if any, and all material facts regarding such conflict of interest to the NSSA's Executive Committee. After an opportunity for disclosure of the actual or possible conflict of interest and all material facts, and after any discussion with the Recipient, the NSSA's Executive Committee (other than the Recipient, if recipient is a member of the NSSA's Executive Committee) shall determine whether a conflict of interest exists. If the NSSA's Executive Committee has reasonable cause to believe that the Recipient has failed to disclose or has engaged in an actual or possible conflict of interest, it shall inform the Recipient of the basis for such belief and afford the Recipient an opportunity to explain the foregoing. If, after such opportunity and making such further investigation as may be warranted in the circumstances, the NSSA's Executive Committee determines that the Recipient has in fact failed to disclose or engaged in an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action, including, but not limited to, removing the Recipient from Recipient's position with the NSSA and/or NSCA and revoking such Recipient's membership in the NSSA and/or NSCA.

7. Equitable and Other Relief. Recipient acknowledges and agrees that NSSA would be damaged irreparably if any provision of this Agreement were not performed in accordance with its specific terms or was otherwise breached. Accordingly, NSSA will be entitled to equitable relief, including, without limitation, an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement

and its provisions in any action or proceeding instituted in *any state or federal court located in Bexar County, Texas*, in addition to any other remedy to which NSSA may be entitled, at law or in equity. If the NSSA's Executive Committee reasonably believes the Recipient has breached this Agreement, then the NSSA's Executive Committee shall have the right to immediately remove the Recipient from Recipient's position with the NSSA and/or NSCA and revoke such Recipient's membership in the NSSA and/or NSCA. Except as expressly provided herein, the rights, obligations and remedies created by this Agreement are cumulative and in addition to any other rights, obligations or remedies otherwise available at law or in equity, and nothing herein will be considered an election of remedies.

8. Notices. Except as set forth elsewhere herein, any notice or demand to be given or served in connection herewith shall be deemed to be sufficiently given or served for all purposes by being sent as registered or certified mail, return receipt requested, postage prepaid, in the case of the NSSA, addressed to:

The National Skeet Shooting Association
Attn: Michael Hampton, Executive Director
5931 Rofit Road
San Antonio, Texas 78253
With a copy to:

Dykema Cox Smith
Attn: Jeffrey C. Gifford
112 E. Pecan Street, Suite 1800
San Antonio, Texas 78205

And in the case of the Recipient, to the address set forth in the NSSA's records for such Recipient.

9. Term; Governing Law. This Agreement will remain in effect for five (5) years from the last date on which NSSA makes any disclosure of Confidential Material to Recipient. This Agreement will be governed by and construed in accordance with the laws of the State of Texas, without giving effect to any choice of law principles.
10. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior understandings, agreements or representations by or among the parties, written or oral, to the extent they relate in any way to the subject matter hereof.
11. Assignment. Recipient may not assign any of its rights under this Agreement or delegate any of its performance obligations hereunder without the prior written approval of NSSA.
12. Counterparts; Electronic Delivery. This Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. Delivery of a facsimile copy of an executed signature page, or delivery via email of a PDF or other electronic copy of an executed

signature page to this Agreement shall be as effective as manual delivery of a manually executed counterpart of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth below.

Date: _____

RECIPIENT:

By: _____
Name: _____
Title: _____

**NATIONAL SKEET SHOOTING
ASSOCIATION**

By: _____
Name: _____
Title: _____