

## EXHIBIT A

### CONFIDENTIALITY AGREEMENT

The Tennessee Sports Wagering Council ("State") has entered into an agreement (the "Agreement") with **CONTRACTOR LEGAL ENTITY NAME** ("Contractor") in which the Contractor has been engaged to provide business and individual background investigations and due diligence reviews, or component thereof, of Applicants for a sports gaming operator license or vendor registration in Tennessee (each operator and vendor applicant, and their respective Key Personnel, an "Applicant"). As required by the Agreement, the Contractor and each member of Contractor's staff or those engaged by the Contractor to perform services who have responsibility for the performance of the background investigations and due diligence reviews must execute a confidentiality agreement as a condition to providing the services. The information provided to the Contractor is highly sensitive and personal, contains personally identifiable information, and must remain strictly confidential. As such, the undersigned willfully enters into the following confidentiality agreement.

1. "Confidential Information" shall include all information, statements, financial or tax information and other information relating, used in or arising out of the individual's background or the business of each Applicant for a sports gaming operator license or vendor registration, including, but not limited to, data, plans, intellectual property, analyses, manuals, records, files, memoranda, reports and other sources of information of whatever kind, financial statements, financial projections and budgets, historical and projected sales and revenue, capital spending budgets and plans, law enforcement records, confidential and privileged information, regulatory agency records or reports, sources of the information, the names and backgrounds of key personnel, and materials, and reports generated by the Contractor on the information of an Applicant. Confidential Information does not include information that is:
  - a. Generally available to the public other than as a result of a disclosure by the receiving party;
  - b. Available to the Contractor on a non-confidential basis from a source which is not prohibited from disclosing such information by a legal, contractual or fiduciary obligation to the Applicant; or
  - c. In the possession of Contractor or known to Contractor prior to its receipt; or
  - d. Required to be disclosed pursuant to state law.
2. The undersigned will hold in total and absolute confidence the Confidential Information and shall and will not, without the express prior written consent of the State:
  - a. disclose the Confidential Information or work product based on the Confidential Information, except as permitted in the Agreement.

- b. make any use, for the benefit of the Contractor or otherwise, of any portion of the Confidential Information, including but not limited to any commercial or potentially commercial use thereof, or
  - c. duplicate, disseminate, disclose or transfer any portion thereof to any other person, including any employee of the receiving party, governmental agency, firm or business, unless required by law to do so.
- 3. Confidential Information shall at all times remain the sole property of the State. The Contractor merely is granted a temporary, limited, non-exclusive license to use Confidential Information as required by the terms of its Agreement with the State, and shall have no rights to any Confidential Information. The Contractor agrees that it shall use the Confidential Information only in accordance with the Agreement. In the event that any Confidential Information is so compelled, the Contractor shall notify the State regarding such immediately and, cooperate with the State in obtaining a protective order, to the extent permitted by law. Only the portion of such Confidential Information successfully so compelled shall be provided, and the State shall take all reasonable efforts to ensure confidential treatment of such compelled Confidential Information.
- 4. The Contractor shall return to the State upon the completion of every background investigation or due diligence review, or component thereof, the original documentation, its work product based on the documentation and every copy of any and all Confidential Information and any notes, memoranda, diagrams or other written records which it may at any time have within its possession or control which contain any Confidential Information.
- 5. No right or license, expressed or implied, is granted to either party in connection with any Confidential Information disclosed pursuant to this Agreement.
- 6. The undersigned shall assume that all information and material provided to the undersigned during the engagement is confidential, shall institute and maintain appropriate security measures in order to carry out the purpose and intent of the Agreement, and shall exercise at least the same degree of care in protecting Confidential Information as they use with their own valuable propriety information.
- 7. The undersigned acknowledges that the Confidential Information is proprietary and sensitive information and acknowledges and agrees that any material breach of this Agreement would cause irreparable damage to the disclosing party. The parties agree that in the event of any such breach the disclosing party shall have, in addition to any and all remedies at law, the right to an injunction, specific performance or other equitable relief to prevent the violation of any of its rights hereunder.
- 8. The undersigned acknowledges that a breach of this Agreement could cause irreparable harm to the Applicant and to the State, that it may be difficult to ascertain actual monetary damages to the Applicant and to the State by such breach, and that, in any event, monetary damages may be inadequate to provide restitution to the Applicant or to the State. Accordingly, in the event of

such a breach, the undersigned agrees that the Applicant and State shall be entitled to pursue in a court of competent jurisdiction all rights and remedies that the either may have at law or in equity; including the right to immediate injunctive relief and/or specific performance. The Contractor acknowledges that such remedies are not intended as a penalty.

9. This Agreement shall be construed, interpreted in accordance with and enforced under the laws of the State of Tennessee, without regard to the conflict of laws provisions thereof or any other jurisdiction.

**IN WITNESS WHEREOF,**

**CONTRACTOR LEGAL ENTITY NAME:**

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**CONTRACTOR SIGNATURE**

**DATE**

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**PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)**