

THESCORE.COM SPORTS FEDERATION NETWORK AGREEMENT

PLEASE READ VERY CAREFULLY THESE TERMS AND CONDITIONS BEFORE REGISTERING FOR THESCORE.COM SPORTS FEDERATION NETWORK PROGRAM (“NETWORK”). PARTICIPATION IN THESCORE.COM SPORTS FEDERATION NETWORK PROGRAM INDICATES THAT YOU ACCEPT THESE TERMS AND CONDITIONS, INCLUDING THOSE SET FORTH ON ALL ATTACHMENTS TO THIS AGREEMENT. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS, PLEASE DO NOT REGISTER FOR OR PARTICIPATE IN THESCORE.COM SPORTS FEDERATION NETWORK PROGRAM.

This agreement (“*Agreement*”) by and between publisher (“*you*” or “*Publisher*”) and **Score Media Ventures Inc.** (“*Score*”) (together, the “*Parties*”) consists of these Terms and Conditions and the accompanying attachments, which are incorporated in full by this reference. In the event of a conflict between these terms and conditions and the terms of the accompanying attachments, these terms and conditions shall control.

1. Advertising Services.

a. Publisher hereby grants to Score the exclusive, worldwide right to manage and sell advertising and sponsorships on its website or blog (“*Publisher’s Website*”). Score shall select and serve marketing messages from third parties and from Score (collectively, “*Advertising*”) in the form of banners, text links, video streams, pre-rolls, headline links, sponsorships, buttons and other such creative units determined by Score and its advertisers into the Publisher Websites and share a percentage of revenue resulting from advertisers paying for such Advertising with Publisher according to the terms described below and in Section 3 of this Agreement. Advertising shall include all or some portion of the following items but shall not be limited to:

- i. Banners, display, text, or video, in the form of 728x90 pixel units, 300x250 pixel units, 160x 600 pixel units and other such units requested by advertisers (“*Banners*”);
- ii. A content module with links out to Score Network partners;
- iii. Messaging provided by Score at or near the top of the site on every page, that describes the site as linked to the Score Network (“*Score Network Branding*”).

b. Both Publisher and Score specifically agree to take the following actions in order to execute the Advertising:

Publisher agrees to:

- i. Display the Advertising on pages of Publisher's Website according to the terms of this Agreement;
- ii. Post Score's contact information in the advertising section of Publishers Website;
- iii. Make Advertising provided to Publisher by Score the only advertising on Publisher's Website and appear on the first visible page (i.e., above the "fold");
- iv. Implement all tags, formatting and code necessary in order for Score to exercise its rights under this Agreement;
- v. Obtain Score's final approval of the placement, "look and feel" of the Advertising and all references to Score in the Publisher's Website.

Score agrees to:

- i. Identify and integrate the Publisher as a member of the Network;
- ii. Share revenue received by Score from advertisers for Advertising placed on the Publisher Websites by Score with Publisher consistent with the provisions of Section 3 of this Agreement; and
- iii. Deliver monthly advertising and revenue reports that are available to the Publisher in a secure location on the Score website.

2. Publisher Editorial Services.

Publisher shall author, update, brand and oversee (collectively, "***Publish***") the Publisher Website, as described below in this Section of the Agreement ("***Editorial Services***"). Both Publisher and Score specifically agree to take the following actions in order to execute the terms of the Editorial Services provisions in this Agreement:

a. Publisher agrees to:

- i. Publish the Publisher Websites;
- ii. Publish the Publisher Websites in a way that adheres at all times to the Score Editorial Standards for Linked Publishers set forth in Attachment A ("***Editorial Standards***") and regularly monitor the Publisher Websites,

including all parts and aspects of the Publisher Websites, for compliance with the Editorial Standards;

- iii. Include the Score Network Branding at the top of every Score Advertising unit, or as otherwise agreed to by both parties.
 - iv. Allow Score to advertise, promote and publicize Publisher and Publisher Websites availability on www.thescore.com, www.thescore.ca and www.hardcoresportsradio.com, and/or any other website now or hereafter managed or owned by Score (collectively, “*Score’s Websites*”);
 - v. Allow Score to link to the Publisher Websites from all Score’s Websites;
 - vi. Allow Score to modify the Advertising, which appears on the Publisher Websites, as described above in Section 1;
 - vii. Take commercially reasonable measures to maintain the web server supporting the Publisher Websites in order to ensure that the Publisher Websites are available twenty-four (24) hours a day, every day of the year. Publisher shall notify Score as soon as Publisher becomes aware that its web server is not operating and as soon as it becomes available again;
 - viii. Not include in its Publisher Websites or its linkages any software, tools or text that could cause Score’s or its users’ websites, systems and networks harm from reduced system performance, system unavailability, data loss, or other damage; and
 - ix. Abide by all the terms and conditions set forth in the documents attached hereto as Attachment B(a) and Attachment B(b), and the Non-Disclosure Agreement in Attachment C.
- b. Score agrees that:
- i. Publisher shall have control over the content and “look and feel” of the Publisher Websites, subject to the terms of this Agreement;
 - ii. Score shall advertise, promote and publicize the Network in areas, selected in Score’s sole discretion, that may include but shall not be limited to contextual placement throughout Scores Websites where appropriate and relevant to a particular page, product, or story on Scores Websites;
 - iii. Other than modifying the Advertising as explicitly described above in Section 2, Score may not otherwise change the content or meaning of the Publisher Websites, except, however, if the Publisher does not meet the Editorial Standards or other requirements for the Publisher set forth in this

Agreement, in which case Score may remove the Publisher from Score's website and the Advertising from the Publisher Websites without providing Publisher with prior notice; provided that Score promptly notifies Publisher of any such removal by email and reinstates the Publisher's Website upon cure of such failure.

3. Compensation and Revenue Share.

In consideration of the obligations to be performed by Publisher under this Agreement, Score agrees to compensate Publisher as follows:

a. Revenue Share

Net Advertising Revenue received by Score from third-party advertisers for Advertising placed on the pages of the Publisher Websites shall be shared by Score and Publisher on the following basis: Fifty percent (50%) to Score and fifty percent (50%) to Publisher ("**Payment Amount**"). "**Net Advertising Revenue**" shall be defined as Gross Revenues, less agency fees and administrative costs (including without limitation brand research, ad distribution fees, charge backs, bad debt, refunds and other such offsets) "**Gross Revenues**" shall be defined as the amount that Score's third party network advertising management agency determines that advertisers owe for advertising campaigns trafficked on Publishers Website.

When no Banners from third-party advertisers are placed in the Advertising unit on the Publisher Websites, Score shall at its option, place Score's own Advertising and/or other bonus (not revenue-generating) third-party ads in the Advertising unit until new third-party ads become available.

b. Payment Amount

The Payment Amount earned on a monthly basis, will be paid no more than sixty (60) days following the last day of the calendar month in which the revenue was earned. In the event that the Payment Amount in any given month is less than \$50 USD, Score will hold back payment until the next month when the \$50 threshold has been reached and will remit the full Payment Amount due at that time.

c. Additional Information

With each remittance from Score as set forth in Section 3.b above, Score shall provide Publisher with a statement setting forth the fees earned by Publisher, together with the number of advertisers and other reasonable supporting information regarding revenues accrued during the preceding month.

d. Confidentiality of Fact and Amount of Payment.

Publisher covenants and agrees to keep strictly confidential the fact and amount of the payment under this Agreement, and shall not disclose such information to any other person or entity, unless required by applicable securities or other laws, law or disclosed in confidence to Publisher's attorneys.

4. **Copyrights, Linking and Licenses.**

Publisher grants to Score:

- a. A worldwide, transferable, royalty-free license to link to the Publisher Websites and to serve Advertising into the Publisher Websites for the permitted uses set forth in this Agreement; and
- b. The right to use Publisher's name, likeness, photograph and biographical material in connection with all permitted uses set forth in this Agreement. The Publisher shall be credited at all times as the publisher of the Publisher Websites in connection with all permitted uses by Score.

Except as expressly set forth in this Agreement, neither party grants the other party any other licenses to its content, proprietary materials, and intellectual property, including all copyrights, trademarks, trade names, service marks, and patents, and all such rights are reserved.

5. **Mutual Representations and Warranties.**

Each party represents and warrants to the other party that:

- a. There are no agreements or arrangements, written or oral, that would be breached upon the respective party's execution or performance of this Agreement, that would restrict, interfere or conflict with the respective party's obligations under this Agreement, or that would diminish the other party's rights granted under this Agreement;
- b. Each party shall comply with all the terms, conditions, obligations and restrictions in this Agreement;
- c. Each party has the right, power and authority to enter into this Agreement and perform its obligations as set forth herein; and
- d. Each party shall at all times be in compliance with all applicable laws, rules and regulations with respect to this Agreement.

6. **Indemnification.**

Each party shall defend, indemnify and hold harmless the other party, its Publishers, employees, successors and assigns, against and from any and all third party claims, liabilities, damages, fines, penalties or costs of whatsoever nature (including reasonable

attorney's fees and costs), arising out of its performance or lack of performance of its obligations under this Agreement or in any way connected with its breach of its representations and warranties under this Agreement.

7. Term and Termination.

This Agreement will commence on the date set forth below and shall continue for a term of one (1) year ("**Initial Term**"). In the event that Publisher's Sell Through Rate during the Initial Term reaches or exceeds fifty percent (50%), Score shall have the right to renew this Agreement for a further one year term by giving written notice to Publisher on or before the end of the Initial Term. For clarity, Sell Through Rate shall mean the percentage of Publisher's total page views that have been sold to advertisers or used by Score for Advertising during the Initial Term.

If Publisher fails to comply with any material obligation under this Agreement, including, but not limited to, those obligations listed in Attachment A and Attachments Ba and Bb, such failure shall constitute an event of default ("**Event of Default**") and Score shall be released from all payment obligations under Section 3 of this Agreement, except to the extent such obligations are outstanding and due to Publisher prior to the Event of Default. Upon an Event of Default, Score may terminate this Agreement effective immediately without prior notice. Publisher may not terminate this Agreement prior to the end of the Initial Term or any renewal term; however, either party may terminate this Agreement on 30 days prior notice for any material breach by the other party of this Agreement, if the material breach is not cured within the 30-day notice period. Upon termination of this Agreement at the end of the Initial Term or by Score for any reason, the following shall occur:

- a. All copyrights, linking and licenses granted in this Agreement cease;
- b. Score and Publisher shall promptly remove all Advertising and the Score Network Branding from the Publisher Websites; and
- c. Score shall make a final remittance to Publisher of Publisher's share of outstanding Net Advertising Revenue according to the terms of Section 4.

8. Specific Performance

The parties hereby acknowledge and agree that the failure of any party to perform its agreements and covenants hereunder will cause irreparable injury to the other party, for which damages, even if available, will not be an adequate remedy. Accordingly, each party hereby consents to the issuance of injunctive relief by any court of competent jurisdiction to compel performance of such party's obligations and to the granting by any court of the remedy of specific performance of its obligations hereunder, including, without limitation, with respect to obligations under this Agreement relating to Editorial and Advertising services described in Sections 1 and 2.

9. Right of First Refusal

- a. Notice. If at any time Publisher proposes to sell, license, lease or otherwise transfer all or any portion of its interest in any of the Publisher Websites, then Publisher shall promptly give Score written notice of Publisher's intention to sell (the "**Notice**"). The Notice shall include (i) a description of the website's content, (ii) the name(s) and address(es) of the prospective purchaser(s), (iii) the proposed consideration and (iv) the material terms and conditions upon which the proposed sale is to be made. The Notice shall certify that Publisher has received a firm offer from the prospective purchaser(s) and in good faith believes a binding agreement for the sale is obtainable on the terms set forth in the Notice. The Notice shall also include a copy of any written proposal, term sheet or letter of intent or other agreement relating to the proposed sale.
- b. Right of First Refusal. Score shall have an option for a period of 15 days from receipt of the Notice to elect to purchase Publisher's interest in such website(s) at the same price and subject to the same material terms and conditions as described in the Notice. Score may exercise such purchase option by notifying Publisher in writing before expiration of the 15-day period. In this event, Publisher agrees to enter into an agreement on terms substantially similar to the terms set forth in the Notice.

10. Limitation of Liability.

The Score shall not be liable or obligated under any section of this Agreement or under contract, negligence, strict liability or other legal or equitable theory for any special, incidental or consequential damages (including any loss of revenue, profits or data) exemplary or punitive suffered or incurred by the other party or its Publishers. In addition, The Score's total liability under this Agreement and in relation to anything which it may have done or not done in connection with this Agreement (and whether the liability arises because of breach of contract, negligence or for any other reason) shall be limited to an amount equal to the payments by The Score to Publisher in the calendar year pertaining to which the relevant liability is assessed.

11. Entire Agreement, Amendment.

This Agreement represents the entire agreement between Publisher and Score with respect to the subject matter hereof and thereof and supersedes all previous oral or written communications, representations or agreements. This Agreement may be modified only by writing executed by a duly authorized company officer.

12. Severability.

To the extent that any of the provisions of this Agreement, or any word, phrase, clause, or sentence in it shall be found to be illegal or unenforceable for any reason, such provision, word, clause, phrase or sentence shall be modified or deleted in such a manner so as to make the Agreement as modified legal and enforceable under applicable laws, and the

balance of the Agreement or parts thereof shall construed as severable and independent and not be affected thereby.

13. Notices.

All notices or other communications required under or regarding this Agreement shall be in writing and shall be deemed sufficient when delivered personally or sent by electronic mail or facsimile (in each case, with prompt confirmation of receipt) or upon deposit in the mail, as certified or registered first class mail, with postage prepaid, and addressed, if to Score at 370 King Street West, Suite 435, Toronto, Ontario M5V 1J9 set forth in the preamble of this Agreement and if to Publisher at Publisher's place of business set forth in the signature page of this Agreement, unless, in either case, written notice of another address shall have been provided to the other party in the manner provided for in this Section. If mailed, any such notice will be considered to have been given one business day after it was mailed, as evidenced by the postmark.

14. Assignment.

This Agreement may not be assigned by Publisher without the Company's prior written consent. This Agreement may be assigned by the Company without Publisher's consent.

15. No Joint Venture.

Nothing contained in this Agreement will be construed as creating a joint venture, partnership or employment relationship between the parties hereto, nor will either party have the right, power or authority to create any obligation or duty, express or implied, on behalf of the other.

16. Governing Law.

This Agreement shall be governed by the laws of the province of Ontario, without regard to the choice of law provisions thereof, which state shall have jurisdiction of the subject matter hereof.

17. Successors and Assigns.

The terms of this Agreement shall bind, and shall inure to the benefit of, the permitted successors and assigns of the parties hereto.

18. Counterparts.

This Agreement may be signed in two counterparts, each of which shall be deemed an original and which together shall constitute one instrument.

Accepted and agreed this ____ day of _____, 2009.

SCORE MEDIA VENTURES INC.

PUBLISHER:

Per: _____

Per: _____

Name:

Address:

Attachment A

Score Editorial Standards for Linked Publishers and Score.com Websites

These Editorial Standards exist to help the Publisher and Score achieve their goals of growing the audience for the Publisher Websites, growing Score's overall users, and deriving mutual financial benefit. As outlined below, these Editorial Standards set forth some known limits for editorial content. The list of standards specified below, however, is not a comprehensive listing of prohibited conduct by Publisher. The Publisher remains fully responsible for ongoing monitoring of content on the Publisher Websites to ensure adherence with the requirements of this Agreement. The Editorial Standards include the following:

1. Unacceptable Content.

The Publisher Websites, including all information, text, images, photographs, graphics, e-mail addresses, web pages, comments and reviews, discussion board postings and other materials contained in or linked to the Publisher Websites, may not contain, publish, link to, sell or otherwise distribute any "Unacceptable Content." Unacceptable Content is defined as content that:

- a. Is lewd, obscene, or indecent, including any content that is violent or pornographic or that contains nudity, explicit violent or sexual material, or depictions of violent or sexual acts;
- b. Is harassing, threatening, abusive, inflammatory or otherwise objectionable, including content used to harass, stalk or threaten a person;
- c. Is unlawful or that could facilitate the violation of any applicable law, regulation or governmental policy including without limitation gaming or gambling laws or criminal laws;
- d. Offers or disseminates any fraudulent goods, services, schemes or promotions, including any make-money-fast schemes, chain letters, or pyramid schemes;
- e. Is libelous, defamatory, knowingly false or misrepresents another person;
- f. Infringes upon the intellectual property rights of any third party, including the copyrights, trademarks, trade names, trade secrets or patents of such third party;
- g. Is harmful to Score's or any other party's systems and networks, including any transmissions which may damage, interfere with, surreptitiously intercept, or expropriate any system, program, data or personal information, including without

- any limitation any ‘virus’ or other destructive programming or device that could impair or injure any data, computer system or software;
- h. Violates any obligation of confidentiality;
 - i. Violates the privacy, publicity, moral or any other right of any third party; and
 - j. Consists of any other content that Score in its sole discretion deems to be Unacceptable Content.

If Publisher permits user comments and trackbacks on the Publisher Websites, Publisher shall regularly monitor these comments and remove any that include and/or link to Unacceptable Content.

2. Editorial Consistency.

The Publisher and the Authors must also:

- a. Ensure that all content contained in the Publisher Websites is original material created by Publisher, unless proper attribution is given to a third party. A ready definition of proper attribution and fair use is set forth in The Electronic Frontier Foundation’s “Legal Guide for Blogger’s” at <http://www.eff.org/bloggers/lg/>;
- b. Ensure that all opinions and statements are representative of the Publisher’s honest views; and
- c. Continue the general topic that is the focus of the Publisher Websites as at the time of enrollment or provide Score with thirty (30) days prior written notice if the focus of the Publisher Websites is substantially changing. Score will undertake a review of the Publisher’s new direction at that time to determine suitability for Score.

Score, in its sole discretion, will determine what constitutes “Unacceptable Content” under these Editorial Standards. Score is under no obligation to monitor the Publisher for compliance with these Editorial Standards. Score may change the Editorial Standards at any time by providing Publisher with ten (10) business days prior written notice. Score reserves the right to remove the Publisher, without providing the Publisher with prior notice, from the Network at any point if the Publisher posted uses Unacceptable Content or otherwise does not meet the requirements for the Publisher set forth in this Agreement. Score reserves the right to terminate this Agreement without prior notice in the event that, in Score’s judgment, Publisher has violated the Editorial Standards or the other requirements for the Publisher set forth in this Agreement. Publisher shall not have any

right to review or approve Score's use of the Publisher content, provided such use is in compliance with this Agreement.

Attachment B (a)

Traffic Assignment Request for comScore Inc. Reporting

I, _____ of _____ ("Company A") , certify that Company A
[Insert name] [Insert Company Name]

- a) is the majority owner of the URLs listed below
- b) enjoys a legitimate business relationship with Score Media Ventures Inc. justifying the aggregation of this traffic, and
- c) requests assignment of the traffic to these URLs from Company A to Score Media Ventures Inc in the comScore Inc. syndicated audience measurement reports.

In requesting this assignment, I understand that Company A will not receive credit for traffic to these URLs in the syndicated audience reports for those entities where Score Media Ventures Inc. elects to include these URLs. These URLs may not be assigned to any other company. In the event that comScore Inc. receives multiple requests for assignment of the same URL, comScore Inc. will review and honor the request most recently received.

I understand that this request is subject to review by comScore Inc. to determine that the assignment of traffic is consistent with comScore Inc. reporting rules. comScore Inc. retains the right in its sole discretion to refuse the requested assignment if such assignment would in fact be inconsistent with comScore Inc. reporting rules. If necessary, comScore Inc. may require additional documentation to verify ownership of the URLs before granting this request. For example, if Company A is not the named registrant of the URLs listed below, Company A must provide documentation demonstrating that the registrant of those URLs is (1) owned or (2) employed by Company A. In the event Company A is not able to provide this information, Company A gives Score Media Ventures Inc. the right to register those URLs listed below in Company A's name, and agrees to change the URLs as needed in order to avoid infringement of any third party rights. Company A further agrees to take all actions and execute all documents required to fulfill its obligations hereunder.

I understand that acceptance of this letter by comScore Inc. imposes no legal liability whatsoever on comScore Inc. for damages, whether actual, incidental or consequential, relating to the maintenance or reporting of the attached URLs. I understand that Company A is fully responsible for timely notification to comScore Inc. of any updates to the list below, including, but not limited to, changes in ownership of any of those URLs.

Company A shall indemnify and hold harmless comScore Inc. from and against any claims, liabilities, costs and expenses of any kind (including reasonable attorney's fees and expenses) arising out of any allegation of improper assignment of the URLs pursuant to this letter.

List of URLs here:

Signature

Name

Title

Company

Date

Attachment B (b)

NetView Traffic Assignment Agreement

Request for the Assignment of Syndicated Report Traffic

I, hereafter Assignor, would like to transfer Assignor traffic to SCORE MEDIA, INC, hereafter Assignee, for the purpose of NetRatings, Inc. syndicated audience measurement reports. By requesting this assignment, I understand that Assignor will not receive credit for traffic for these domains and URLs in the NetRatings, Inc. syndicated audience reports but will be included in the aggregation of traffic by the Assignee. These domains may only be assigned to one company and may not be assigned to any other company. In the event that NetRatings, Inc. receives multiple requests for assignment of the same domain or URL, NetRatings, Inc. will honor the request most recently received.

I certify that Assignor is the majority owner of the domains and URLs listed below and enjoys a legitimate business relationship with Assignee justifying the aggregation of this traffic in the NetRatings, Inc. syndicated audience measurement reports.

I understand that this request is subject to review by NetRatings, Inc. to determine that the assignment of traffic is consistent with NetRatings, Inc. reporting rules. NetRatings, Inc. retains the right in its sole discretion to refuse the requested assignment if such assignment would in fact be inconsistent with NetRatings, Inc. reporting rules. If necessary, NetRatings, Inc. may require additional documentation to verify ownership of the domains and URLs before granting this request. For example, if Assignor is not the named registrant of the domains and URLs listed below, Assignor must provide documentation demonstrating that the registrant of those domains and URLs is (1) owned or (2) employed by Assignor.

I understand that in the event that a URL that is not listed on the attached list displays the exact same Web page/site as a URL that is listed on the attached list, NetRatings, Inc. shall be entitled to count/report the traffic from such URL as if such URL was included on the list. (For example: (i) siteX.com is included on the attached list but siteX.net is not; (ii) siteX.net displays the exact same Web page as siteX.com; (iii) siteX.com and siteX.net shall be treated the same by NetRatings, Inc.)

I understand that acceptance of this letter by NetRatings, Inc. imposes no legal liability whatsoever on NetRatings, Inc. for damages, whether actual, incidental or consequential, relating to the maintenance or reporting of the attached domains and URLs.

I understand that Assignor is fully responsible for timely notification to NetRatings, Inc. of any updates to the list below, including, but not limited to, changes in ownership of any of those domains and URLs. I further understand that NetRatings, Inc. may terminate this assignment at any time in its sole discretion.

Assignor shall indemnify and hold harmless NetRatings, Inc. from and against any claims, liabilities, costs and expenses of any kind (including reasonable attorney's fees and expenses) arising out of any allegation of improper assignment of the domains and URLs pursuant to this letter.

This assignment request shall expire on the third anniversary of the date of this letter, unless an earlier expiration date is set forth in this letter. Upon termination, the traffic for the domains and URLs being assigned hereunder shall be credited to the Assignor or as otherwise consistent with NetRatings, Inc.'s reporting rules.

Agreed to and Accepted this ____ **day of** _____, **20** ____

ASSIGNOR:

By: _____

Name:

Attachment C

NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT (this “*Agreement*”) is entered into and effective as of the date of this form submission, 2007 between Score Media Ventures Inc and Publisher (the Publisher), which are referred to herein separately as a “*party*” or together as the “*parties*”).

RECITALS:

A. The parties are interested in entering into discussions which may lead to one party (the “Receiving Party”) obtaining disclosure of confidential information by from the other party (the “Disclosing Party”) for the purposes of evaluating and/or entering into a Publisher linkage and advertising services arrangement.

B. In connection therewith, Disclosing Party may also disclose certain information concerning its businesses, products and contract terms, a portion of which information is regarded as confidential or proprietary and which may include valuable commercial assets. The parties desire to provide for a means of determining which information is confidential or proprietary information and for the respective rights and duties of the parties with respect thereto.

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, the parties hereto agree as follows:

1. Definitions.

As used herein:

a. The term “Information” shall mean all information relating to the products, designs, inventions, research, trade secrets, personnel, business, financial condition or prospects of the Disclosing Party, or which the Disclosing Party obtained from a third party, that is furnished to the Receiving Party by the Disclosing Party or its agents, or is obtained by the Receiving Party through its inspection of the Disclosing Party’s property.

b. The term “Confidential Information” shall mean all Information that the Disclosing Party protects against unrestricted disclosure to others and which: (i) if in written or other tangible form, is clearly designated as “Confidential” or “Proprietary”; and (ii) if disclosed orally, is designated to be “Confidential” at the time of its disclosure or which under the circumstances surrounding disclosure ought to be treated as confidential. By way of illustration, but not limitation, Confidential Information may include equipment, products, inventions, concepts, designs, drawings, schematics, plans, production specifications, source code, libraries, agents, applets, script, JavaScript, object

classes, software architecture, object code, flowcharts, source listings, software-related documentation, databases, structures, formulas, algorithms, techniques, processes, circuits, computer disks or tapes whether machine or user readable, business plans, market data, market studies and analyses, financial information, data regarding suppliers and customers, and confidential information received from third parties. Confidential Information shall include all copies, reproductions, photographs, images, records, and extracts thereof, as well as all notes and summaries prepared by the Receiving Party from Information of the Disclosing Party which is Confidential Information.

2. Protection of Confidential Information.

Receiving Party agrees, with respect to any Confidential Information received by it:

- a. To hold and use such Confidential Information in confidence, to take all necessary and reasonable precautions to prevent disclosure of such Confidential Information, including, without limitation, precautions at least as great as the methods and degree of care the Receiving Party uses to prevent disclosure of its own proprietary and confidential information and to use such Confidential Information solely for the purpose(s) expressed in Recital A of this Agreement;
- b. To disclose Confidential Information only to the Receiving Party's officers, employees and consultants on a need-to-know basis;
- c. To request all persons receiving Confidential Information to agree to abide by the Receiving Party's obligations with respect to the Confidential Information and require that each shall have executed or shall execute appropriate written agreements sufficient to enable the Receiving Party to comply with all of the provisions of this Agreement;
- d. To notify the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement by Receiving Party and in every reasonable way to cooperate and to assist the Disclosing Party to regain possession of the Confidential Information and to prevent its further unauthorized use; and
- e. To promptly return the Confidential Information existing in any tangible form to the Disclosing Party and destroy all Confidential Information of the Disclosing Party stored electronically or otherwise as part of any data storage system, at any time upon the request of the Disclosing Party, which return and destruction shall be certified under oath if so requested by the Disclosing Party.

3. Limitations.

The Receiving Party shall not be obligated to treat Information as Confidential Information if such Information:

- a. Was rightfully in the Receiving Party's possession or was rightfully known to the Receiving Party prior to receipt from the Disclosing Party; or
- b. Is or becomes public knowledge without the fault of the Receiving Party;
or
- c. Is or becomes rightfully available to the Receiving Party without confidential restriction from a source not bound by a confidentiality obligation to the Disclosing Party; or
- d. Is independently developed by the Receiving Party without use of the Confidential Information disclosed hereunder; provided, however, that the burden of proof of such independent development shall be upon the Receiving Party; or
- e. Is required to be disclosed pursuant to court or government action, or applicable securities laws; provided, however, that the Receiving Party must give the Disclosing Party reasonable prior notice of disclosure pursuant to such court or government action, and the Information shall continue to be treated as Confidential Information for all other purposes.

The obligations of confidentiality and other restrictions imposed under Section 2 hereof shall terminate with respect to any Confidential Information which ceases to be Confidential Information in accordance with this Section 3.

4. Ownership; No Implied License or Permission to Use.

No license, right, title or interest is granted, directly or indirectly, by the Disclosing Party in or to any Information, patent, copyright, trade secrets, Derivative, or other property as a result of conveying Information to the Receiving Party, except such license or other rights as may be mutually and expressly agreed upon between the parties by separate written agreement. For the purposes of this Agreement, Derivative shall mean (i) for copyrightable or copyrighted material, any translation, abridgment, revision or other form in which an existing work may be recast, transformed or adapted; (ii) for patentable or patented material, any improvement thereon; and (iii) for material which is protected by trade secret, any new material derived from such existing trade secret material, including new material which may be protected by copyright, patent and/or trade secret. Receiving Party further agrees that, notwithstanding the respective proprietary positions in any Information or objects disclosed to it, it will not undertake, or allow others, to reverse engineer, decompile or disassemble, any equipment, media, software or other Confidential Information disclosed to it, nor will Receiving Party use any Confidential Information except for the purpose(s) specified in Recital A of this Agreement.

5. Warranties and Disclaimers.

Disclosing Party warrants that it has the unqualified lawful right to transmit, exchange and otherwise control and dispose of the Information that it supplies under this Agreement. Nothing herein requires the disclosure of any Information by Disclosing Party or requires either party to proceed with any proposed transaction or relationship in connection with Information disclosed. No other rights, obligations or warranties, implied or express, are deemed to arise between the parties out of the performance of this Agreement other than those expressly recited herein or mutually agreed to in writing by a separate agreement. Receiving Party understands that Disclosing Party makes no representation or warranty as to the accuracy or completeness of any Information furnished by it hereunder, except to the extent expressly set forth in a definitive agreement executed between the parties to effect the contemplated transaction.

6. No Waiver.

None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of either party, its employees or agents, but only by an instrument in writing signed by an authorized officer of the respective party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision or of the same provision on another occasion.

7. No Export.

Neither party shall export any Information to any country in violation of the United States Export Administration Act and regulations thereunder, to any end-user who has been prohibited by U.S. law or regulations from participating in U.S. export transactions, or in violation of any other U.S. export restrictions.

8. Assignment.

The Disclosing Party may freely assign its rights under this Agreement to any entity formed or controlled by the Disclosing Party. The Receiving Party may assign its rights under this Agreement only to a third party which acquires a majority voting interest in the Receiving Party or which acquires substantially all of the assets of the Receiving Party, provided that all of the rights and obligations contained herein shall inure to the benefit of and be binding upon any such assignee.

9. Entire Agreement.

This Agreement, including its recitals, contains the entire understanding between the parties and supersedes all prior or contemporaneous communications, agreements, and understandings between the parties with respect to the subject matter hereof. This Agreement may be modified only by a written amendment executed by both parties and made a part hereto by incorporation.

10. Governing Law.

The validity and interpretation of this Agreement and the enforcement thereof shall be governed by the laws of the state of California without regard to any principles governing conflicts of laws.

11. Attorneys' Fees.

The prevailing party in any action brought for the enforcement or interpretation of this Agreement shall be entitled to receive from the losing party a reasonable sum for its actual out of pocket attorneys' fees and costs of litigation, in addition to any other relief to which it may be entitled.

12. Equitable Remedies.

Each of the parties acknowledge that the unauthorized disclosure of Confidential Information will diminish the value of the proprietary interests of the Disclosing Party therein and may cause irreparable damage, including loss of profit, reputation and good will. Accordingly, it is agreed that if Receiving Party breaches its obligations hereunder, Disclosing Party shall be entitled to equitable relief to protect its interests, including but not limited to injunctive relief, as well as monetary damages.

Agreed to and Accepted this ___ day of _____, 20____

PUBLISHER:

By: _____

Name:

SCORE MEDIA VENTURES INC.

By: _____