

MISS * USA MISSTEEN * USA

**2022 MISS USA® PRELIMINARY STATE PAGEANT NON-DISCLOSURE AGREEMENT
FOR NON-FRANCHISEES WITH POTENTIAL ACCESS TO MISS USA ORGANIZATION
AND THE MISS BRAND MEETINGS, DOCUMENTATION, AND OTHER BUSINESS
(EFFECTIVE JANUARY 1, 2022)**

State: _____

Below are excerpts from the Miss USA Organization State Franchise Agreement that was signed and executed by the State Franchisee with whom you are affiliated. If you would like to know more about the contents of Exhibit B, please contact our Miss USA Organization Franchisee.

Section 14.4 Procurement of Additional Covenants.

You agree to require and obtain the execution of our Confidentiality/Non-Competition Agreement (Exhibit B) by all your State Pageant Directors and all other individuals employed or agents contracted by you as well as any individual having ownership participation in you or association with or service to you, at the same time as the execution of this Agreement (or at such later time as they assume such status). You agree to furnish us with copies of all executed Confidentiality/Non-Competition Agreements no later than ten days following their execution.

Section 14.5 Your Enforcement of Confidentiality/Non-Competition Agreements.

You agree to vigorously and vigilantly prosecute breaches of any Confidentiality/Non-Competition Agreement executed by any of the individuals referenced in Section 14.4. You acknowledge our right, to be exercised in our sole judgment, to enforce the terms of each executed Confidentiality/Non-Competition Agreement ourselves, including, for example, our right to bring civil actions to enforce the terms of the Confidentiality/Non-Competition Agreement. You agree to prosecute these actions to the fullest extent permitted by law. Moreover, if provisions of our Confidentiality/Non-Competition Agreement have been breached by an individual employed, engaged or otherwise serving your State Pageant, but who has not executed a Confidentiality/Non-Competition Agreement, you must nevertheless vigorously and vigilantly prosecute this conduct to the fullest extent permitted by law.

SECTION 13. CONFIDENTIAL INFORMATION, PRIVACY AND DATA PROTECTION

Section 13.1 Restriction on Use of Confidential Information.

You agree to use and permit the use of our Confidential Information (as defined below) solely in connection with the operation of your State Pageant. You further agree that you will never (during the Term of this Agreement, or at any time after this Agreement expires or terminates) divulge or use any Confidential Information for the benefit of any other person, corporation, partnership, proprietorship, association, or other entity, nor will you directly or indirectly permit the disclosure of, imitate or aid any such third party to imitate any of the Confidential Information.

“Confidential Information” is defined as knowledge, trade secrets or know-how concerning the systems of operation, services, products, programs, contestants, potential contestants, titleholders, sponsors, judges, spectators or practices of us or of the Miss USA System however conveyed (orally, in writing, electronically or by any other means). Confidential Information includes (without limitation) all information, knowledge, know-how, techniques and information which we, our Affiliates, or their officers, contractors, employees and/or designees, designate as confidential. Confidential Information will not, however, include information which you can demonstrate came to your attention before we disclosed it to you (unless illegally or improperly procured by you before our disclosure) or which, at or after the

time of disclosure, has become a part of the public domain through publication or communication by others, but not through any act of yours.

Except as authorized in this Agreement, you agree never to copy, duplicate, record or otherwise reproduce any of the Confidential Information or any material containing all or part of the Confidential Information. You may never store it in a computer, data base or other electronic format and you may not make it available to any third party. Upon the expiration or termination of this Agreement, you agree to return to us all Confidential Information, including all materials, books, records, manuals, computer data, software, data and databases, and manuals considered Confidential Information under this Agreement which are then in your possession (or, if we request, destroy them and give us an affidavit attesting to their destruction).

Your agreement to require and obtain the execution of our Confidentiality/Non-Competition Agreement (Exhibit B) by all your State Pageant Directors and all other individuals employed by you as well as any individual having ownership participation in you or association with or service to you is set forth in Section 14.4.

13.2 Privacy and Data Protection.

You will (i) comply with all applicable Privacy Laws; (ii) comply with all Standards that relate to Privacy Laws and the privacy and security of Personal Information; (iii) refrain from any action or inaction that could cause us or any of our parents or affiliates to breach any Privacy Laws; (iv) do and execute, or arrange to be done and executed, each act, document and thing we deem necessary in our business judgment to keep us and our parents and affiliates in compliance with the Privacy Laws; and, (v) immediately report to us the theft or loss of Personal Information (other than the Personal Information of your own officers, directors, shareholders, employees or service providers). "Privacy Laws" means each and any international, national, federal, provincial, state, or local law, code, rule or regulation of any nation, state, province or other political subdivision that regulates your collection, processing, use and/or disclosure of Personal Information in any way including, but not limited to, state or national data protection and privacy laws, laws governing protection of minors and data associated with them, laws regulating marketing communications and/or electronic communications, information security regulations, credit card processing and related data passthrough requirements and security breach notification rules.

"Personal Information" means any information that (i) can be used (alone or when used in combination with other information within your control) to identify, locate or contact an individual, or (ii) pertains in any way to an identified or identifiable individual. Personal Information can be in any media or format, including computerized or electronic records as well as paper-based files.

As an individual with potential access to Miss USA Organization or The MISS Brand confidential information, by my signature below, I agree to comply with the said aforementioned stipulations and consequences.

(Print Name of Non-Franchisee)

(Signature of Non- Franchisee)

(Date)

(Print Name of Franchisee)

(Signature of Franchisee)

(Date)