

## CONFIDENTIALITY AGREEMENT

This **CONFIDENTIALITY AGREEMENT** (this “Agreement”) is entered into this \_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, by and between the Gun Lake Tribal Gaming Authority (the “Authority”), an unincorporated instrumentality of the Match-E-Be-Nash-She-Wish Band of Pottawatomi Indians, a federally recognized Indian tribe (the “Tribe”), and \_\_\_\_\_, the Recipient.

**WHEREAS**, the Authority is prepared to furnish the Recipient a copy of the Gun Lake Tribal Gaming Authority’s Annual Report which contains certain financial and confidential information relating to the Authority’s financials at the Gun Lake Casino (the “Annual Report”); and

**WHEREAS**, the Recipient is willing to receive the Annual Report under the strict obligation of confidentiality described below, and the possibility the Authority will take the Recipient to Gun Lake Tribal Court if the information is released by the Recipient.

**NOW, THEREFORE**, in consideration of the foregoing promises and the following mutual covenants, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereby agree as follows:

1. **Confidential Information.** “Confidential Information” as used in this Agreement shall mean the Annual Report disclosed to the Recipient by the Authority.
2. **No Disclosure or Use of Confidential Information.** The Recipient shall not disclose the Annual Report and any of the information contained in the Annual Report to any third party.
3. **Ownership of Confidential Information.** The Annual Report shall be and remain the property of the Authority. The Authority warrants and represents that it has the right to disclose the Confidential Information that it is disclosing to the Recipient pursuant to this Agreement.
4. **Relationship of Parties.** No right or license, express or implied, is granted to the Recipient with respect to the Annual Report.
5. **Severability.** In the event that any one of the provisions contained in this Agreement should be found to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the validity, legality or enforceability of the remaining provisions contained in this Agreement shall not in any way be affected or impaired by such a finding.
6. **Waiver.** Nothing in this Agreement shall be construed to waive the immunity of the Authority from suit.
7. **Injunctive Relief.** The Recipient agrees that should it breach or threaten to breach any provision of this Agreement, the Authority may suffer irreparable damages and its remedy at law may be inadequate. Therefore, if the Recipient breaches this Agreement, the Authority shall be entitled, in addition to all other remedies available to it at law or in equity, to seek equitable relief, including specific performance and injunctive relief to enforce any provision hereof and to restrain the Recipient from using or disclosing, in whole or in part, directly or indirectly, the Annual Report.
8. **Governing Law; Venue.** This Agreement shall be governed by, and interpreted in accordance with, the laws of the Match-E-Be-Nash-She-Wish Tribe without regard to the principles of conflict of laws thereof. Any legal or equitable action arising out of or relating to this Agreement shall be

instituted and maintained exclusively in the Gun Lake Tribal Court and the parties hereby irrevocably and unconditionally consent to the exclusive jurisdiction of the Tribe and its courts.

9. **Entire Agreement; Amendments.** This Agreement contains the entire agreement of the parties and supersedes any and all prior agreements, written or oral, between the Authority and the Recipient relating to the subject matter of this Agreement. This Agreement may not be amended unless agreed to in writing by authorized representatives of both parties.

10. **Authorization.** The Authority and the Recipient signing below, each warrant and represent that such individuals are authorized and empowered to enter into and execute this Agreement on behalf of the Authority and the Recipient, respectively.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the day and year first written above.

**"Authority"**

**"The Recipient"**

**Gun Lake Tribal Gaming Authority**, an unincorporated instrumentality of the Tribe

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_