



NONDISCLOSURE AGREEMENT

In connection with the evaluation of a potential business opportunity with Seneca Gaming Corporation ("SGC"), you have requested that SGC make available to you information about its business, operations and plans that is non-public, confidential or proprietary in nature ("Confidential Information"). Additionally, in connection with evaluation of the aforementioned opportunity, certain of your Confidential Information may be shared with SGC.

As a condition to the receipt of such Confidential Information by either you or SGC, each party agrees that all Confidential Information disclosed by one party to the other will be used only for its evaluation of entering into a business relationship or transaction with the other party, or as otherwise expressly approved by the disclosing party in writing, and that under no circumstances will a party disclose any of the other party's Confidential Information publicly, or to any other person or entity not bound by the terms of this Agreement. The parties also agree that Confidential Information of the other party will only be shared internally within its business with officers or employees who have a clear need to know such information, and that such individual(s) maintain the confidentiality of such information.

Because any breach of this Nondisclosure Agreement will cause irreparable injury to the disclosing party for which money damages would be an inadequate remedy, in addition to remedies at law, a disclosing party will be entitled to equitable relief as a remedy for any such breach. Finally, the parties acknowledge and agree that a party disclosing confidential information retains all right and title to, and ownership of, its Confidential Information and upon request, the receiving party will promptly return or destroy any Confidential Information of the other party in its possession.

Accepted and Agreed to as of the ____ day of _____, 2021.

RECIPIENT

PRINT NAME OF COMPANY: _____

SIGNATURE OF AUTHORIZED OFFICER: _____

PRINT NAME AND TITLE OF SIGNER: _____

Acknowledged:

SENECA GAMING CORPORATION

By: _____

Jason Crane, SVP & General Counsel