



CONFIDENTIALITY AGREEMENT (the "Agreement")

This Agreement is made and entered into by and between **PURIFY AN URBAN SWEAT LODGE LLC ("PURIFY")** and _____ ("**APPLICANT**"), and sets forth the terms and conditions of a planned disclosure to LICENSEE of confidential information of PURIFY, its parent, affiliated, subsidiary and any related companies (collectively, "PURIFY"). APPLICANT hereby agrees on behalf of itself and any of its employees and representatives as follows:

1. The confidential information of PURIFY which is subject to this Agreement includes, but is not limited to, any information relating to ideas, concepts, manufacturing or marketing techniques, know-how, processes, formulas, costs, developments, experimental works, works in progress, trade secrets, scripts, plots, characters or any other matters relating to the creations, technical information or business of PURIFY; information acquired by APPLICANT from PURIFY employees or from inspection of PURIFY's property; confidential information disclosed to PURIFY by third parties; and all documents, things and record bearing media disclosing or containing any of the foregoing information, including any materials prepared by APPLICANT which contain or otherwise relate to PURIFY's intellectual, technical, and commercial information, including the terms of this Agreement and the existence thereof (all collectively referred to as "Confidential Information"). Confidential Information shall not be deemed to be within the knowledge of the general public merely because it is embraced by general disclosures in the public domain.

2. APPLICANT agrees that all Confidential Information obtained from PURIFY will be accepted in confidence and maintained strictly confidential and shall not, without the prior written consent of PURIFY, be disclosed to others, copied, photographed, reproduced, reverse engineered, or transcribed in any manner whatsoever, whether manually, through electronic transfer, or other means in whole or in print.

3. APPLICANT agrees that it will not reveal the Confidential Information to others, except to the extent that it is necessary to disclose such information to its representatives and employees having a need to know such information for the sole purpose of evaluating a possible transaction, or carrying out an agreed upon activity, between the parties. APPLICANT further agrees that all such representatives and employees shall be informed by APPLICANT of the confidential nature of such information and shall agree to be bound by the terms and conditions of this Agreement prior to receiving Confidential Information. APPLICANT agrees that it will be liable to PURIFY for any disclosure or use of Confidential Information by its representative or employee in breach of this Agreement. No other use or disclosure of the Confidential Information shall be made by APPLICANT without the prior written consent of PURIFY.

4. Upon PURIFY's request, APPLICANT agrees to return all Confidential Information and all documents and things connected with or related to such information, without retaining any copies without prior written consent. In addition, APPLICANT agrees that all plans, drawings, specifications, ideas, concepts, models, documents, things, or other tangible work product produced by APPLICANT in connection with its use of the Confidential Information pursuant to this Agreement, whether created by APPLICANT, its representatives or employees, is at the time of conception/creation and shall be and remain the property of PURIFY and shall be kept confidential by APPLICANT subject to the terms of this Agreement.



5. APPLICANT agrees that any suggestions, ideas, information, documents, or things which it discloses to PURIFY shall not be subject to an obligation of confidentiality by PURIFY, and PURIFY shall not be liable in any manner, shape or form for any use or disclosure thereof, unless there is a prior written agreement to the contrary between the parties which has been breached .

6. It is understood by the parties that the Confidential Information disclosed by PURIFY to APPLICANT shall not be subject to this Agreement if such information:

(a) is publicly known at the time of disclosure to APPLICANT or thereafter becomes publicly known without any fault of the APPLICANT, or

(b) is known to APPLICANT at the time of the disclosure and APPLICANT can establish such prior knowledge by competent documentation, or

(c) is disclosed to APPLICANT by a third party and such disclosure by the third party is not in violation of any confidentiality obligations, or

(d) is independently developed by APPLICANT without using the Confidential Information and can be so shown by competent documentation, or

(e) is required to be disclosed by applicable law or legal process (including litigation discovery) provided that APPLICANT provides PURIFY with prompt notice of such requirement in order to allow PURIFY the opportunity to seek a protective order or other appropriate relief.

7. All reasonable precautions shall be taken by APPLICANT to ensure compliance with the terms and conditions of this Agreement. The provisions of this Agreement shall be binding upon the heirs, personal representatives, successors, and assigns of APPLICANT.

8. It is expressly understood by APPLICANT that the disclosure by PURIFY is not a public use or disclosure, or sale or offer for sale, of any PURIFY product, equipment, process or service.

9. APPLICANT acknowledges that any breach of its obligations hereunder would cause irreparable harm for which remedies at law would be inadequate, and therefore such breach will entitle PURIFY to seek immediate injunctive relief in addition to any applicable remedies at law.

10. Nothing contained herein shall be construed to obligate either party to enter into future agreements and either party shall have the right to terminate the discussions at any time.

AGREED AND ACCEPTED, this ____ day of _____, 2023.

APPLICANT

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