

06360 CONFIDENTIALITY AGREEMENT

THIS AGREEMENT (“Agreement”) is made as of _____, 2022, by and between P.I.T.S. Entertainment, LLC (“PITS” and including by such term KB Real Estate LLC) of 188 West Town Street, Norwich, Connecticut 06360 and _____ (“Recipient”).

RECITALS

In connection with a possible business relationship or transaction (“Purpose”), representatives of PITS may disclose to the Recipient certain Confidential Information (as defined below) of PITS so that Recipient may evaluate such Confidential Information and determine whether the Recipient wishes to enter into a business transaction with PITS.

PITS is willing to make such disclosures only if they are protected in accordance with the provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants of the parties set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

TERMS

1. Recitals. The Recitals are hereby incorporated into and made a part of this Agreement.

2. Confidentiality Obligations. Recipient hereby agrees (a) that all Confidential Information of or relating to PITS, disclosed or communicated to the Recipient orally, in writing or in any other manner (including but not limited to visits), whether before or after the date of this Agreement, in connection to the Purpose, will be held in strict confidence and, except as expressly permitted herein, will not be disclosed to any other person or entity, and (b) that it will use PITS’s Confidential Information solely for the Purpose. The Recipient may disclose PITS’s Confidential Information to those employees, officers, directors and professional advisors (collectively, “Representatives”) of the Recipient having a need to know such Confidential Information in furtherance of the Purpose. Recipient shall inform all such Representatives of the confidential nature of PITS’s Confidential Information, shall require each such Representative to abide by the terms of this Agreement with respect to PITS’s Confidential Information and shall be liable for any breach by its Representatives of such obligations.

3. Confidential Information. For purposes of this Agreement “Confidential Information” includes but is not limited to financial and accounting data, plans, results and forecasts, cost data, tax data, equipment data, employee and human resources data, pricing data,

environmental data, marketing data, vendor and customer data, information technology data, whether or not constituting a trade secret. Confidential Information shall not include of any of the foregoing which:

- a. Is already known by the Recipient prior to any disclosure to it, as shown by the Recipient's prior written records; or
- b. is or becomes publicly known through no wrongful act of the Recipient; or is rightfully received by the Recipient from a third party who is not bound by a confidentiality obligation to PITS; or
- c. is independently developed by the Recipient without using any Confidential Information of PITS; or
- d. is approved for release in advance by written authorization from PITS and is released consistently with such authorization.

The obligations of the Recipient with respect to specific Confidential Information of PITS shall terminate upon the earlier of (a) three (3) years from the Date the Recipient and PITS have terminated discussions concerning the Purpose or (b) the date of execution of a definitive agreement between the parties hereto regarding the Purpose that expressly sets forth the treatment of such Confidential Information thereafter, except in the case of terms, conditions and obligations that expressly survive the termination of this Agreement. To the extent the Confidential Information received by Recipient is a trade secret under applicable law, the confidentiality obligation of such information shall survive the expiration of this agreement until it is no longer a trade secret under applicable law.

4. Legal Obligation to Disclose. In the event that the Recipient receives legal process (by oral question, interrogatory, request for information or documents, subpoena, civil investigative demand or similar process) designed to make any disclosure which is prohibited by this Agreement, the Recipient may make the required disclosure provided that the Recipient (a) gives PITS prompt notice thereof so that it may seek an appropriate protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement, and (b) cooperates with PITS in its efforts to decline, resist or narrow the required disclosure.

5. No Definitive Agreement. Each party acknowledges and agrees that no contract or agreement with respect to the purchase or sale of any product or service shall be deemed to exist between the parties unless and until a definitive agreement providing for such rights or obligations has been executed and delivered by each party.

6. **Return of Information.** The Recipient agrees, promptly upon PITS's request at any time, to return to it all of its Confidential Information, including all copies thereof, or to destroy such Confidential Information and certify such destruction in writing to PITS.

7. **Disclaimer** Information, to include Confidential Information, is provided "as-is". Although PITS will endeavor to provide such accurate and complete data as is reasonably requested, there is no representation or warranty, express or implied, or other enforceable obligation made by PITS as to the accuracy or completeness of any of its Information. Nothing in this Agreement shall be construed to create, constitute, give effect to or otherwise imply a joint venture, partnership, agency or employment relationship of any kind between the parties.

8. **Consent to Injunctive Relief.** Recipient acknowledges that its breach of any obligation or covenant set forth herein will cause irreparable harm to PITS, for which there will be no adequate remedy at law. Consequently, in addition to, and without limiting any other available rights or remedies, Recipient hereby acknowledges that PITS shall be entitled to immediate injunctive relief against Recipient, without the posting of a bond, in the event of any actual or threatened breach by a party of any obligation or covenant set forth in this Agreement.

9. **No Waiver or License.** The disclosure of Confidential Information by PITS to Recipient shall not be deemed a waiver or assignment of any intellectual property rights, by statute or common law, that PITS may have therein. Each party acknowledges that no right or license, express or implied, is granted hereunder with respect to any Confidential Information disclosed by the other party.

10. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut, excluding its conflicts of laws principles. The parties hereby submit to the exclusive jurisdiction of the courts of the State of Connecticut in any action or proceeding arising out of or related to this Agreement.

11. **Severability.** Any judicial determination that any provision of this Agreement is unlawful or unenforceable shall not affect the enforceability of the remaining provisions.

12. **Waiver/Survival.** The waiver or failure to enforce by either party of any of its rights or of any breach by the other party under this Agreement in a particular instance shall not constitute a waiver of the same or different rights or breaches in subsequent instances. No waiver shall be effective unless in writing and signed by the party to be charged. All obligations set forth in this Agreement shall survive the termination of this Agreement or of any business relationship or negotiations between the parties hereto.

13. **Miscellaneous.** This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof, and supersedes all prior written or oral agreements between the parties pertaining to such subject matter. This Agreement may not be

modified, supplemented or amended except by an instrument signed by both parties. This Agreement may be executed in multiple counterparts, each of which shall be deemed enforceable without production of the others. The language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent and no rule of strict construction will be applied against any party hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed as of the date first above written.

RECIPIENT

P.I.T.S. ENTERTAINMENT LLC

By: _____

By:

<i>Ken Fontaine</i>	dotloop verified 03/31/22 10:35 AM EDT QLFA-EFL8-EN83-EO6Y
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Title: _____

Title: Owner

Print Name:

Print Name: Kenneth Fontaine