

This Confidentiality Agreement (the "**Agreement**"), dated as of [] ("**Effective Date**"), is between Brooklyn Members Club d/b/a RainmakeMe, a New York LLC. ("**Recipient**"), and [YOUR NAME], [ENTITY TYPE IF APPLICABLE] located at [ADDRESS] ("**Disclosing Party**").

1. In connection with the financing, investment or development of [IDEA NAME], (the "**Purpose**"), Disclosing Party may disclose to Recipient, or Recipient may otherwise receive access to, Confidential Information (as defined below). Recipient shall use the Confidential Information solely for the Purpose and, subject to **Section 3**, shall not disclose or permit access to Confidential Information other than to its affiliates and its or their employees, and officers, directors, shareholders, attorneys, accountants and financial advisors (collectively, "**Representatives**") who: (a) need to know such Confidential Information for the Purpose; (b) know of the existence and terms of this Agreement; and (c) are bound by confidentiality obligations no less protective of the Confidential Information than the terms contained herein. Recipient shall safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its most sensitive information and no less than a reasonable degree of care. Recipient shall promptly notify Disclosing Party of any unauthorized use or disclosure of Confidential Information and take all reasonable steps to prevent further use or disclosure.

2. "**Confidential Information**" means all non-public, proprietary or confidential information relating to Disclosing Party's [IDEA NAME], in oral, visual, written, electronic or other tangible or intangible form, whether or not marked or designated as "confidential," and all notes, analyses, summaries and other materials prepared by Recipient or any of its Representatives that contain, are based on or otherwise reflect, to any degree, any of the foregoing ("**Notes**"); provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Recipient's or its Representatives' act or omission; (b) is obtained by Recipient or its Representatives on a non-confidential basis from a third party that was not legally or contractually restricted from disclosing such information; (c) was in Recipient's or its Representatives' possession, as established by documentary evidence, prior to Disclosing Party's disclosure hereunder; or (d) was or is independently developed by Recipient or its Representatives, as established by documentary evidence, without using any Confidential Information. Confidential Information also includes: (x) the facts that the parties are in discussions regarding the Purpose and that Confidential Information has been disclosed; and (y) any terms, conditions or arrangements discussed.

3. If Recipient or any of its Representatives is required by applicable law or a valid legal order to disclose any Confidential Information, Recipient shall, prior to such disclosure, notify Disclosing Party of such requirements so that Disclosing Party may seek a protective order or other remedy, and Recipient shall reasonably assist Disclosing Party therewith. If Recipient remains legally compelled to make such disclosure, it shall: (a) only disclose that portion of the Confidential Information that, in the written opinion of its legal counsel, Recipient is required to disclose; and (b) use reasonable efforts to ensure that such Confidential Information is afforded confidential treatment.

4. Disclosing Party has no obligation under this Agreement to (a) disclose any Confidential Information or (b) negotiate for, enter into or otherwise pursue the Purpose. Disclosing Party provides all Confidential Information without any representation or warranty, expressed or implied, as to the accuracy or completeness thereof, and Disclosing Party will have no liability to Recipient or any other person relating to Recipient's use of any of the Confidential Information or any errors therein or omissions therefrom.

5. Disclosing Party retains its entire right, title and interest in and to all Confidential Information, and no disclosure of Confidential Information hereunder will be construed as a license, assignment or other transfer of any such right, title and interest to Recipient or any other person.

6. The rights and obligations of the parties under this Agreement expire 6 months after the Effective Date.

7. This Agreement and all matters relating hereto are governed by, and construed in accordance with, the laws of the State of New York, without regard to the conflict of laws provisions of such State. Any legal suit, action or proceeding relating to this Agreement must be instituted in the federal or state courts located in Manhattan, New York County, New York. Each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

8. All notices must be in writing and addressed to the relevant party via email (confirmation or proof of delivery to be maintained).

9. This Agreement constitutes the entire agreement of the parties with respect to its subject matter, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, whether written or oral, with respect to such subject matter. This Agreement may only be amended, modified, waived or supplemented by an agreement in writing signed by both parties. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement, and a signed copy of this Agreement delivered by email is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

[YOUR NAME]

CHUCK PETTID
FOUNDER
BROOKLYN MEMBERS CLUB
RAINMAKEME

By _____

Name:

Title:

Company (if applicable):