

## Confidentiality Agreement

This confidentiality agreement is dated **June 15, 2024** (“**Effective Date**”) and is between **ENDSUN SERVICES LLC**, a Delaware limited liability company with offices at 250 Corey Ave. Suite 66704 St Pete Beach FL, 33706 and an email address of eduard.b@endsunservices.com (“**Disclosing Party**”), and \_\_\_\_\_ (**legal name**), professionally known as \_\_\_\_\_ (**creator name**) with an address of \_\_\_\_\_ (**physical address**) and with an email address of \_\_\_\_\_ (**email address**) (“**Recipient**”).

1. In connection with Loyalfans.com (“**Purpose**”), Disclosing Party may disclose to Recipient, or Recipient may otherwise receive access to, Confidential Information. Recipient shall use the Confidential Information solely for the Purpose and, subject to Section 3,

2. shall not disclose or permit access to Confidential Information other than to Recipient’s attorneys, accountants, and financial advisors (collectively, “**Representatives**”) who: (a) need to know that 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 here. Recipient shall safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care Recipient uses to protect Recipient’s 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 use Recipient’s best efforts to prevent further use or disclosure. Recipient will be responsible for any breach caused by Recipient’s Representatives.

3. “**Confidential Information**” means all non-public, proprietary, or confidential information of Disclosing Party, including, but not limited to, the amount and nature of payments by Disclosing Party to Recipient, 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 Recipient’s Representatives that contain, are based on, or otherwise reflect, to any degree, any of the foregoing (“**Notes**”), except that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Recipients or Recipient’s Representatives’ act or omission; (b) is obtained by Recipient or Recipient’s Representatives on a non-confidential basis from any person other than a party that was not legally or contractually restricted from disclosing that information; (c) was in Recipients or Recipient’s Representatives’ possession, as established by documentary evidence, before Disclosing Party’s disclosure under this agreement; or (d) was or is independently developed by Recipient or Recipient’s 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 or arrangements discussed.

4. If Recipient or any of Recipient’s Representatives is required by applicable law or a valid legal order to disclose any Confidential Information, Recipient shall, before that

disclosure, notify Disclosing Party of those requirements so that Disclosing Party may seek a protective order or other remedy, and Recipient shall reasonably assist Disclosing Party with it. If Recipient remains legally compelled to make that disclosure, Recipient shall: (a) only disclose that portion of the Confidential Information that, in the written opinion of Recipient's outside legal counsel, Recipient is required to disclose; and (b) use reasonable efforts to ensure that the Confidential Information is afforded confidential treatment.

5. On the expiration of this agreement or otherwise at Disclosing Party's request, Recipient shall promptly, at Disclosing Party's option, either return to Disclosing Party or destroy all Confidential Information in Recipient's and Recipient's Representatives' possession other than Notes, and destroy all Notes, and certify in writing to Disclosing Party the destruction of that Confidential Information.

6. Disclosing Party is not obligated 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 of it, 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 in it or omissions from it.

7. Disclosing Party retains its entire interest in and to all Confidential Information, and no disclosure of Confidential Information under this agreement will be construed as a license, assignment, or other transfer of any such interest to Recipient or any other person.

8. The rights and obligations of the parties under this agreement expire 15 years after the Effective Date, except that for Confidential Information that is a trade secret under the laws of any jurisdiction, those rights and obligations will survive that expiration until, if ever, that Confidential Information loses its trade secret protection other than due to an act or omission of Recipient or Recipient's Representatives.

9. Recipient acknowledges that any breach of this agreement will cause injury to Disclosing Party for which money damages would be an inadequate remedy and that, in addition to remedies at law, Disclosing Party is entitled to equitable relief as a remedy for any such breach.

10. Delaware law governs all adversarial proceedings arising out of this agreement or disclosure or use of Confidential Information. As the exclusive means of bringing adversarial proceedings to resolve any dispute arising out of this agreement or the subject matter of this agreement, a party may bring such a proceeding in the United States District Court for the District of Delaware or in a state court of Delaware. Each party acknowledges that those courts would be a convenient forum.

11. All notices must be in writing and addressed to the relevant party at its address set out in the preamble (or to that other address that party specifies under this Section 10). All notices must be personally delivered or sent prepaid by nationally recognized courier or certified

or registered mail, return receipt requested, and are effective on actual receipt.

12. This agreement constitutes the entire understanding between the parties regarding the subject matter of this agreement and supersedes all earlier and contemporaneous understandings, both written and oral, with respect to that subject matter. To be effective, any amendment to this agreement must be in writing and signed by each party.

[Signature Page Follows]

The parties are signing this agreement on the Effective Date.

By: **ENDSUN SERVICES LLC**

**NAME:**

**TITLE: DIRECTOR OF ENDSUN SERVICES LLC**

By:

**NAME:**

**TITLE: CREATOR**