

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (this "Agreement") is made and entered into as of this 14th day of December, 2021, by and between That Was Random, Inc. ("TWR") and Brent Furl ("Company").

RECITALS

This will confirm the interest of Company in pursuing discussions with TWR concerning a potential business arrangement between TWR and Company. In connection therewith, each party understands that each party and its officers, employees, advisors, agents and representatives may have access to confidential information and materials of the other party. Each party acknowledges that neither party has any obligation to pursue or consummate the potential business arrangement.

In consideration of the recitals and the agreements set forth herein, the parties agree as follows:

1. Confidential Information. This Agreement applies to any information (the "Confidential Information") disclosed by either party to the other in the context of the business discussions, whether communicated orally or in any physical form, including but not limited to (a) product ideas, marketing and advertising plans and methods, pricing policies, financial information and financial statements (including, without limitation, information relating to the financial condition and projections of either party), customer lists, business plans, strategic plans, employee information, methods of operation, research and development, and proprietary concepts and proposals; and (b) other information related to a party's business which is a trade secret or proprietary information of such party, or which such party otherwise keeps in confidence and so informs the other party. Company further acknowledges that the product development proposals of TWR which may be disclosed to Company in connection with discussions concerning a possible business arrangement are subject to TWR's proprietary rights and are considered to be a trade secret of TWR.

2. Nondisclosure/Nonuse. Neither party nor such party's employees, agents or representatives shall disclose to any other person or entity that TWR and Company are contemplating a possible business arrangement between TWR and Company, or that any discussions or negotiations are taking place concerning a possible business arrangement between TWR and Company, without the prior written consent of the other party. Each party agrees to maintain the confidentiality of all Confidential Information of the other party presented, disclosed, or revealed to it in connection with the proposed business arrangement and shall not release, publish, reveal or disclose any Confidential Information of the other party, directly or indirectly, to any other person, entity or group, without the prior written consent of the other party. Each party agrees that the Confidential Information of the other party shall be used solely for the purpose of evaluating a possible business arrangement between Company and TWR. Neither party will use any of the Confidential Information of the other party for any purpose other than as stated herein.

3. **Disclosure to Certain Parties.** Notwithstanding the foregoing, each party may disclose certain Confidential Information to those officers, employees, agents, advisors, and representatives (the "Designated Representatives") under such party's control on a "need-to-know" basis, provided that all of such persons shall be directed and obligated to maintain the disclosed Confidential Information in confidence at all times thereafter. The party disclosing information to its Designated Representative shall be responsible for any breach of this Agreement by such party's Designated Representatives.

4. **Ownership of Confidential Information.** All Confidential Information of a party furnished hereunder to the parties, as well as any copies thereof, on whatever media, shall remain the property of the distributing party.

5. **Safeguards.** The parties agree to take all reasonable precautions including the establishment of appropriate procedures and disciplines to safeguard the confidential nature of the Confidential Information of the other party; provided, however, neither party will be liable for disclosure of such information which (i) has passed into the public domain through no breach of this Agreement, it being understood that Confidential Information is not deemed to be in the public domain merely because it is embraced by general information which may be in the public domain; (ii) is lawfully received by either party from a third party who is not an agent of either party; (iii) is required to be disclosed pursuant to an order issued by a court of law or any federal, state or municipal regulatory or administrative agency; (iv) was rightfully possessed by either party prior to disclosure by the owning party; or (v) is developed independently, provided that persons developing such information have not had prior access to the Confidential Information.

6. **Return of Confidential Information.** In the event that TWR and Company do not enter into a business arrangement, or upon the request of a party at any time, the other party will return promptly all copies of all Confidential Information of the requesting party in its possession and the possession of its Designated Representatives and will destroy all copies of any analyses, compilations, financial information, studies, conclusions and evaluations thereof or any other related documents (whether written, oral, electronic or otherwise) which reflect or utilized the Confidential Information of the requesting party and will direct its Designated Representatives to do likewise.

7. **Injunction.** The parties understand that a party may not have an adequate remedy at law for the material breach or material threatened breach of any one or more of the covenants set forth in this Agreement. Each party therefore agrees that if there is any such material breach or material threatened breach, each party may, in addition to any other legal or equitable remedies available to it, obtain an injunction or restraining order to enjoin the other party from such breach or threatened breach.

8. **Applicable Law.** This Agreement and the rights of the parties hereto shall be governed and construed in accordance with the laws of the State of New York.

9. **Waiver.** No provision of this Agreement shall be deemed to have been waived unless such waiver shall be in writing.

10. Binding Effect; Survival. This Agreement shall inure to the benefit of and shall be binding upon the parties and their Designating Representatives and their respective successors and assigns. The obligations in this Agreement shall survive termination of this Agreement and any termination of any negotiations regarding a business arrangement between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives on the date first above written.

THAT WAS RANDOM, INC.

By: 

Title: COO

By: _____

Title: Contractor