

PLEASE NOTE

It is not mandatory that a buyer apply for the franchise. However, because the franchise agreement is included in the Due Diligence package, all potential buyers must execute both the NDA and the CA and return to receive access.

NONDISCLOSURE AND NONCOMPETITION AGREEMENT

In return for 1) his or her training by Retrofitness, LLC ("Retrofitness") to operate a RETROFITNESS® Outlet, 2) the grant of a franchise by Retrofitness to a company in which he or she has an ownership interest, or 3) his or her employment by Retrofitness or one of its franchisees, _____

_____ ("Confidant") agrees as follows:

1. Nondisclosure of Trade Secrets and Confidential Information

Confidant agrees, during the term of the Franchise Agreement and following termination, expiration or assignments of the Agreement, not to disclose, duplicate, sell, reveal, divulge, publish, furnish or communicate, either directly or indirectly, any Trade Secret or other Confidential Information of Retrofitness to any other person or entity unless authorized in writing by Retrofitness. Confidant agrees not to use any Trade Secrets or Confidential Information for his or her personal gain or for purposes of others, whether or not the Trade Secret or Confidential Information has been conceived, originated, discovered or developed, in whole or in part, by Confidant or represents Confidant's work product. If Confidant has assisted in the preparation of any information that Retrofitness considers to be a Trade Secret or Confidential Information or has himself or herself prepared or created the information, Confidant assigns any rights that he or she may have in the information as its creator to Retrofitness, including all ideas made or conceived by Confidant.

2. Definition of Trade Secrets and Confidential Information

For purposes of this Agreement, the terms "Trade Secrets" and "Confidential Information" mean any knowledge, techniques, processes or information made known or available to Confidant that Retrofitness treats as confidential, whether existing now or created in the future, including but not limited to information about the cost of materials and supplies; supplier lists or sources of supplies; internal business forms, orders, customer accounts, member lists, member contracts, manuals and instructional materials describing Retrofitness' methods of operation, including Retrofitness' Brand Standards Manual; products; drawings, designs, plans, proposals, and marketing plans; all concepts or ideas in, or reasonably related to Retrofitness' business that have not previously been publicly released by Retrofitness; and any other information or property of any kind of Retrofitness that may be protected by law as a Trade Secret, confidential or proprietary. The Trade Secrets and Confidential Information described in this Agreement are the sole property of Retrofitness.

3. Return of Proprietary Material

Upon termination of franchise ownership or employment by Retrofitness or a RETROFITNESS® franchisee, Confidant shall surrender to Retrofitness all materials considered proprietary by Retrofitness, technical or non-technical, whether or not copyrighted, which relate to Trade Secrets, Confidential Information or conduct of the operations of Retrofitness.

Confidant expressly acknowledges that any such materials of any kind given to him or her are and will remain the sole property of Retrofitness.

4. Solicitation of Employees

Confidant further agrees that he or she will not furnish to or for the benefit of any competitor of Retrofitness, or the competitor's franchisees, or the competitor's subsidiaries, the name of any person who is employed by Retrofitness or by any franchisee of Retrofitness.

5. Noncompetition

Confidant agrees and covenants that because of the confidential and sensitive nature of the Confidential Information and because the use of the Confidential Information in certain circumstances may cause irrevocable damage to Retrofitness, Confidant will not, until the expiration of two (2) years after the termination of the employment relationship between Confidant and Retrofitness or the Retrofitness franchisee that employs him or her, or termination of the ownership interest of Confidant in a RETROFITNESS® franchise, engage, directly or indirectly, or through any corporations or Related Parties, in any business, enterprise or employment that is directly competitive with the Retrofitness franchise and is located within fifteen (15) miles of the Outlet or any other RETROFITNESS® Outlet.

6. Saving Provision

Confidant agrees and stipulates that the agreements and covenants not to compete contained in the preceding paragraph are fair and reasonable in light of all the facts and circumstances of the relationship between Confidant and Retrofitness. However, Confidant and Retrofitness are aware that in certain circumstances courts have refused to enforce certain agreements not to compete. Therefore, in furtherance of the provisions of the preceding paragraph, Confidant and Retrofitness agree that if a court or arbitrator declines to enforce the provisions of the preceding paragraph, that paragraph shall be considered modified to restrict Confidant's competition with Retrofitness to the maximum extent, in both time and geography, which the court or arbitrator finds enforceable.

7. Irreparable Harm to Retrofitness

Confidant understands and agrees that Retrofitness will suffer irreparable injury that cannot be precisely measured in monetary damages to its Trade Secrets if Confidential Information or proprietary information is obtained by any person, firm or corporation and is used in competition with Retrofitness. Accordingly, Confidant agrees that it is reasonable and for the protection of the business and goodwill of Retrofitness for Confidant to enter into this Agreement. Thus, if there is a breach of this Agreement by Confidant, Confidant consents to entry of a temporary restraining order or other injunctive relief and to any other relief that may be granted by a court having proper jurisdiction.

8. Binding Effect

This Agreement will be binding on Confidant's heirs, executors, successors and assignees as though originally signed by these persons.

9. Applicable Law

The laws of the state where Confidant lives will govern the validity of this Agreement. If any provision of this Agreement is void or unenforceable in that State, the remainder of the Agreement will be fully enforceable according to its terms.

CONFIDANT



By:

[Confidant's signature]

CONFIDANT

[Name of Confidant]

By:

[Confidant's signature]

CONFIDANT

[Name of Confidant]

By:

[Confidant's signature]

CONFIDANT

[Name of Confidant]

By:

[Confidant's signature]

Confidentiality Agreement

U.S Bankruptcy Sale/Southern District of Florida – West Palm Beach Division/Case No. 23-17407-EPK

This is a request for confidential information (“CA”). Fisher Auction Company (“Fisher Auction”) has been retained on an exclusive basis by the Seller and appointed by the U.S. Bankruptcy Court for the Southern District of Florida, West Palm Beach Division, hereinafter referred to as “Court”, with respect to the offering for sale for the Assets in the above referenced case (the “Assets”). The Seller and Court have indicated that all inquiries and communications with respect to the contemplated sale of such Assets be directed to Fisher Auction.

Fisher Auction has available for review confidential information concerning the Assets which includes materials (collectively “Informational Materials”). Fisher Auction will not disclose such Informational Materials to a Potential Purchaser or Buyer’s Broker (“Broker”) unless and until the Potential Purchaser or Broker has executed this Agreement. The confidential information is intended solely for your own use as well as your affiliates, directors, officers, employees, agents, consultants, contractors, advisors, and/or other representatives (collectively, your “Representatives”) in considering pursuit of negotiations to acquire the Assets. You hereby warrant that you are acting as Principal or Agent (as indicated below) in the possible acquisition and shall not receive and/or cause to be received any fee associated with the procurement or acquisition of the Assets other than as described in the Court Order.

These Informational Materials which contain brief, selected confidential information pertaining to the Assets, have been prepared by Fisher Auction and are not intended to be an offer for sale of the Assets. This confidential information does not purport to be all-inclusive or to contain all the information which a Prospective Purchaser may desire. Fisher Auction, Seller or Court approval of the executed confidentiality agreement will also allow you privileged and confidential access to a digital website that contains information prepared by Fisher Auction and information transmitted on an “as is” basis directly from the Seller or Court. Neither the Seller, Court or Fisher Auction make any representation or warranty, express or implied, as to the accuracy or completeness of this confidential information or its contents and no legal liability is assumed or implied with respect thereto.

By your acceptance and acknowledgment below, you agree that upon receipt of the confidential information contained within the Informational Materials, its contents are confidential and you will hold and treat it in the strictest of confidence. You will not directly or indirectly disclose or permit anyone else to disclose this memorandum or its contents to any other person, firm or entity without prior written authorization of Fisher Auction, the Seller or Court. You will not use or permit to be used this memorandum or its contents in any fashion or manner detrimental to the interest of the Seller or Court.

The Seller and the Court expressly reserves the right at their sole discretion to reject any or all CA’s, proposals or expressions of interest in the Assets and to terminate discussions with any party at any time with or without notice.

All information and materials, including, without limitation, any drawings, specifications and compilations of data which the Seller or Court provide or cause to be provided to Prospective Purchaser shall be deemed Trade Secrets for the purposes of this CA. Prospective Purchaser shall receive the Trade Secrets in confidence and shall, at all times, maintain them in confidence and use them only in the course of its activities in connection with this CA and the sale of the Assets. Prospective Purchaser shall not at any time disclose or permit the disclosure of the Trade Secrets except to those third-parties having a bona fide need to know and then limited to such of the Trade Secrets shall be required for the uses and purposes of such third-party in connection with the purchase of the Assets. Prospective Purchaser shall destroy or return and deliver to Fisher Auction any material containing some or all of the Trade Secrets, upon request, or upon termination of this CA and shall require that all third-parties to whom Prospective Purchaser has delivered same shall be similarly bound by the terms of this section, including but not limited to the return of the Trade Secrets.

As used in this Agreement, the term “Trade Secrets” shall not include any information that: (i) is already known to the Prospective Purchaser at the time of disclosure by the Seller, (ii) becomes generally available to the public other than as a result of a disclosure by a Prospective Purchaser; or (iii) becomes available to Prospective Purchaser in a non-confidential basis from a source (other than Fisher Auction, Seller or the Court) which is known by Fisher Auction to be bound by a confidentiality agreement or other obligation or secrecy to Seller or the Court. Prospective Purchaser shall not, without the prior written consent of the Seller or the Court, divulge, make known or in any manner confirm to third-persons, including, but not limited to employees, agents and contractors of Seller of the existence of this Agreement or any of the terms herein contained. This prohibition shall include, and is not limited to governmental bodies, agencies and all forms of media.

The confidential information contained in the Informational Materials shall not be deemed a representation of the state of affairs of the Assets or constitute an indication that there has been no change in the business or affairs of the Assets since the date of preparation of this information.

If you do not wish to pursue negotiations leading to this acquisition, or if you discontinue such negotiations, you agree to return the confidential information to Fisher Auction and the Seller.

Interested parties and permitted persons are prohibited from any and all communication with any personnel at the site of the Assets and guests of the site, and party to any of the contracts affecting the Assets or any governmental authority with respect to any information and/or the transaction without, in each instance, obtaining the Seller or Court’s prior written consent, which consent may be withheld in the Seller or Court’s sole and absolute discretion. Additionally, interested parties and permitted persons are prohibited from contacting or entering into any discussions or any verbal or written agreement with any current or former lender, current or former investor, current or former partner and/or current or former capital provider of Seller or any of Seller’s affiliates, regarding any matter or arrangement directly or indirectly involving the Assets, Seller and or Seller’s affiliates under any circumstances.

Confidentiality Agreement

If you are Principal signing below, you confirm you are acting as a Principal and have had no dealings, negotiations, or consultations involving the Assets with any Broker other than Fisher Auction. You confirm you are not represented by a Broker.

You shall indemnify and save harmless Fisher Auction, Seller and the Court and their respective affiliates, successors, and assigns against and from any loss, liability or expense, including attorney's fees, arising out of (i) any claim by Broker (ii) any claim by any other party if such claim is based in whole or in part on dealings with Broker, (iii) any breach of any terms of this Agreement by Broker.

This agreement shall be governed and construed in accordance with the laws of the State of Florida. Proper venue shall be in Palm Beach County, Florida. This agreement shall expire one (1) year after the date executed.

If in agreement with the foregoing, please return one signed copy of this agreement and send to **Fisher Auction Company** via email to info@fisherauction.com; Fax (954)782.8143; address: 2112 E. Atlantic Blvd., Pompano Beach, Florida 33062

<input type="checkbox"/> I wish to access the Asset Information Package		
<input type="checkbox"/> Principal	<input type="checkbox"/> I am a Broker Acting as Principal	<input type="checkbox"/> I am a Broker
_____ Company and/or Name		
_____ Address		_____ City, St. & Zip
_____ Phone	_____ Fax	_____ Email
Accepted & Agreed to this _____ day of _____ 2023		
_____ Signature		
_____ Name		_____ Title