

APPLICANT
CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (“Agreement”) is made as of _____, 201__, between KAIA F.I.T., a Nevada limited liability company (“Company” or “Franchisor”), and _____, a _____ (“Applicant”).

In consideration of the Applicant’s attendance at the KAIA Fitness Training Certification Program and the KAIA F.I.T. Management Program, and receipt of drafts of the Franchise Agreement and Franchise Disclosure Document from the Company, with the intention that this Agreement shall apply to the entire franchise application period and following as set forth below, (including the period prior to the date of this Agreement), the Applicant hereby agrees as follows:

1. **APPLICANT STATUS.** Applicant is in the process of applying for a KAIA franchise from Company. It is the express intention of the parties that Applicant shall not be considered to be an employee, agent, joint venturer, or partner of the Company.

2. **CONFIDENTIAL INFORMATION DEFINED.** “Confidential Information” means trade secrets, proprietary information, and confidential knowledge and any information which includes, but is not limited to, information regarding business operations, matters of a technical nature (such as discoveries, ideas, training concepts, designs, specifications, techniques, methods, models, diagrams, test data, scientific methods and know-how), and matters of a business nature (such as the identity of member/clients and prospective member/clients, suppliers, marketing techniques and materials, marketing and development plans, pricing or pricing policies, franchise operation guidelines and manuals, financial information, plans for further development, and any other information of a similar nature not available to the public).

3. **NON-DISCLOSURE OF CONFIDENTIAL INFORMATION OF THE COMPANY.** Applicant acknowledges that, during the application and certification period and following, Applicant has had or will have access to Confidential Information of the Company. Therefore, Applicant agrees that both during and after the application and certification period with the Company, Applicant shall not, without the prior written approval of the Company, directly or indirectly (a) reveal, report, publish, disclose or transfer any Confidential Information of the Company to any person or entity, or (b) use any Confidential Information of the Company for any purpose or for the benefit of any person or entity, except as may be necessary in the operation of the Applicant’s possible future KAIA F.I.T. franchise.

4. **NON-DISCLOSURE OF CONFIDENTIAL INFORMATION OF OTHERS.** Applicant acknowledges that, during the application and certification period, Applicant may have had or will have access to Confidential Information of third parties who have given the Company the right to use such Confidential Information, subject to a non-disclosure agreement between the Company and such third party. Therefore, Applicant agrees that both during and after the application and certification period, Applicant shall not, without the prior written approval of the Company, directly or indirectly (a) reveal, report, publish, disclose or transfer any Confidential Information of such

third parties to any person or entity, or (b) use any Confidential Information of such third parties for any purpose or for the benefit of any person or entity, except as may be necessary in the operation of Applicant's possible future KAIA franchise.

5. **PROPERTY OF THE COMPANY.** Applicant acknowledges and agrees that all Confidential Information of the Company and all reports, drawings, blueprints, data, notes, spreadsheets, electronic records, manuals, and other documents and records, whether printed, typed, handwritten, videotaped, transmitted or transcribed on data files or on any other type of media, made or compiled by Applicant, or made available to Applicant, during the period of Applicant's engagement with the Company (including the period prior to the date of this Agreement) concerning the Company's Confidential Information are and shall remain the Company's property and shall be delivered to the Company within five (5) business days after the termination of such engagement with the Company or at any earlier time on request of the Company. Applicant shall not retain copies of such Confidential Information, documents and records.

Applicant acknowledge and agree that the Company and its affiliates own all right, title and interest in and to the Confidential Information. The Company will disclose to Applicant such parts of the Confidential Information as Company shall determine (in the sole judgment of the Company) as are required for completion of the application and training period. Applicant and each of Applicant's Owners acknowledge and agree that neither Applicant, the Owners nor any other person or entity will acquire any interest in or right to use the Confidential Information, other than Applicant's right to utilize certain Confidential Information for purposes of the application and successful completion of the certification period. Applicant agrees that the use or duplication of the Confidential Information in any other business would constitute an unfair method of competition with Company and Company's franchisees and affiliates.

6. **PROPRIETARY NOTICES.** Applicant shall not, and shall not permit any other person to, remove any proprietary or other legends or restrictive notices contained in or included in any Confidential Information.

7. **REPRESENTATIONS.** Applicant represents that Applicant has the right to enter into this Agreement, and that Applicant's performance of all the terms of this Agreement and his activities as an Applicant to Franchisor will not breach any confidential information agreement, non-competition agreement or other agreement with any party, either as an Applicant, consultant, contractor, employee or independent contractor, or with any other party. Applicant represents that Applicant will not disclose to the Company any trade secrets or confidential or proprietary information of any third party that are not generally available to the public.

8. **SPECIFIC PERFORMANCE.** Applicant acknowledges that money damages alone would not adequately compensate the Company in the event of a breach or threatened breach by Applicant of this Agreement, and that, in addition to all other remedies available to the Company at law or in equity, the Company shall be entitled to injunctive relief for the enforcement of its rights and to an accounting of profits made during the period of such breach.

9. SEVERABILITY.

(a) Each of the covenants provided in this Agreement are separate and independent covenants. If any provision of this Agreement shall be determined to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and any such invalid or unenforceable provision shall be reformed so as to be valid and enforceable to the fullest extent permitted by law.

(b) It is not a defense to the enforcement of any provision of this Agreement that the Company has breached or failed to perform any obligation or covenant hereunder or under any other agreement or understanding between Applicant and the Company.

10. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada without regard to conflict of law rules.

11. SUPERSEDES OTHER AGREEMENTS. This Agreement contains the entire agreement of the parties with respect to subject matter hereof and supersedes all previous agreements and understandings between the parties with respect to its subject matter.

12. AMENDMENTS. This Agreement may not be changed, modified, released, discharged, abandoned or otherwise terminated in whole or in part except by an instrument in writing, agreed to and signed by the Applicant and a duly authorized officer of the Company.

13. FRANCHISE AGREEMENT TO GOVERN. If at the end of the application and certification period Applicant and Company enter into a Franchise Agreement, then if any of the terms of the Franchise Agreement conflict with those of this Agreement, the terms of the Franchise Agreement shall govern.

14. ATTORNEY FEES. If any legal action or other proceeding is brought to enforce the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees and other costs incurred in the action or proceeding, in addition to any other relief to which the prevailing party may be entitled.

15. FACSIMILE SIGNATURES. This Agreement may be executed and delivered by facsimile and or by email transmission, and upon such delivery the facsimile or emailed signature will be deemed to have the same effect as if the original signature had been delivered to the other party. The original signature copy shall be delivered to the other party by express overnight delivery. The failure to deliver the original signature copy and/or the non-receipt of the original signature copy shall have no effect upon the binding and enforceable nature of this Agreement.

16. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered will be deemed an original, and all of which together shall constitute one and the same agreement.

17. ACKNOWLEDGEMENTS. THE APPLICANT ACKNOWLEDGES THAT (i) THE APPLICANT HAS READ AND FULLY UNDERSTANDS THIS AGREEMENT; (ii) THE

APPLICANT HAS BEEN GIVEN THE OPPORTUNITY TO ASK QUESTIONS; (iii) THE APPLICANT HAS RECEIVED A COPY OF THIS AGREEMENT, THE ORIGINAL OF WHICH WILL BE RETAINED WITH THE COMPANY; AND (iv) THE APPLICANT'S OBLIGATIONS UNDER THIS AGREEMENT SURVIVE THE TERMINATION OF THE APPLICANT'S APPLICATION AND TRAINING PERIOD WITH THE COMPANY FOR ANY REASON.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

COMPANY

APPLICANT

KAIA F.I.T.
A Nevada Corporation

Signature: _____

Signature: _____

Name: _____

Name: _____

Dated: _____

Dated: _____