

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (the “**Agreement**”), is effective June __, 2023 (the “**Effective Date**”), between Hello Livingston Extended LLC and _____ for the benefit of his Affiliates (as defined below).

The parties desire to explore and discuss a possible transaction or to further a business relationship between them (the “**Proposed Transaction**”). In connection with the Proposed Transaction, the parties will be given access to Confidential Information (as defined below). In consideration of the promises and the mutual covenants and obligations set forth herein, the parties agree as follows:

1. **Confidential Information.** “**Confidential Information**” means and includes any financial, operational, technical and other information relating to the present and future businesses and affairs of the disclosing party and its Affiliates (the “**Disclosing Party**”) made available to the receiving party (the “**Receiving Party**”). The term “**Affiliate**” shall mean any Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, the Person specified. The term “**Person**” shall mean an individual, firm, trust, association, corporation, limited liability company, partnership, government (whether federal, state, local or other political subdivision, or any agency or bureau of any of them) or other entity. The term “Confidential Information” does not mean, and shall not include information that:
 - (a) is or subsequently becomes publicly available without the Receiving Party’s breach of any obligation owed to the Disclosing Party;
 - (b) before disclosure hereunder is within the possession of the Receiving Party, provided that such Confidential Information is not the subject of another obligation of confidentiality or secrecy;
 - (c) is lawfully received by the Receiving Party from a third party having rights to disseminate such information without restriction;
 - (d) is disclosed with the prior written approval of the Disclosing Party; or
 - (e) is independently developed without use of the Confidential Information.
2. **Ownership; No Liability.** Ownership of all Confidential Information will remain with the Disclosing Party and no license to use any Confidential Information is granted by this Agreement. All of the Confidential Information of the Disclosing Party is being disclosed solely for the purpose of enabling the parties to conduct the discussions relating to the Proposed Transaction and is to be used by the Receiving Party and its Representatives (as defined in below) only in such limited manner as is permitted by the provisions of this Agreement. Neither the Disclosing Party nor any of its Representatives (as defined below) makes any representation or warranty as to the accuracy or completeness of the Confidential Information. Neither party shall be under any obligation of any kind with respect to the Proposed Transaction, except for the matters specifically agreed to herein, unless and until a definitive agreement regarding the Proposed Transaction has been executed and delivered by the parties.
3. **Non-Disclosure of Confidential Information.** The Confidential Information shall be kept confidential by the Receiving Party and its Affiliates and Representatives and not disclosed to any third party except that the Receiving Party may disclose the Confidential Information, for the purposes of evaluating the Proposed Transaction, to its (a) legal, accounting or financial advisors who, are under a duty to protect the confidentiality of such Confidential Information consistent with the terms of this Agreement; or (b) external consultants with whom the Receiving Party has entered into a written agreement to protect the confidentiality of the Confidential Information provided. Legal, accounting or financial advisors and external consultants are collectively identified as “**Representatives**”. The Receiving Party will (i) inform each of its Representatives receiving Confidential Information of the confidential nature of the Confidential Information and of the existence and the terms of this Agreement, (ii) direct its Representatives to treat the Confidential Information confidentially and not to use it other than in connection with an evaluation of the Proposed Transaction, and (iii) be responsible for any improper disclosure or use of the Confidential Information by any Representative. Neither party shall publicly announce or otherwise disclose that discussions relating to the Proposed Transaction are taking place.

In the event any Confidential Information is required to be produced by the Receiving Party under order of a court of competent jurisdiction or a valid administrative or congressional subpoena, the Receiving Party shall promptly notify the Disclosing Party in writing prior to making any such disclosure unless prohibited by law

and shall provide the Disclosing Party with an opportunity (if then available, and to the extent permitted by law) to contest the propriety of such order or subpoena, to limit the required disclosures, or to arrange for appropriate safeguards against any further disclosure by the court or administrative or congressional body seeking to compel disclosure of such Confidential Information.

In the event of any actual or threatened breach of this Agreement, the Disclosing Party would be irreparably and immediately harmed and could not be made whole by monetary damages. Accordingly, the Disclosing Party shall be entitled to seek an injunction or injunctions (without the posting of any bond and without proof of actual damages) in addition to any other remedy to which it may be entitled to at law or in equity. The Receiving Party also agrees to reimburse the Disclosing Party for all costs and expenses, including reasonable attorney's fees, incurred by the Disclosing Party in successfully enforcing the obligations of the Receiving Party or of its Representatives hereunder.

4. **Care and Return of Confidential Information.** The Receiving Party and its Representatives agree to prevent inadvertent disclosure of Confidential Information. The Receiving Party agrees to treat the Confidential Information with at least the degree of care that it treats similar materials of its own, or a higher standard of care if reasonable under the circumstances. Upon the request of the Disclosing Party, the Receiving Party will either: (i) return to the Disclosing Party all Confidential Information, including all copies thereof, or (ii) promptly destroy all Confidential Information in the Receiving Party and its Representatives possession and certify such destruction to the Disclosing Party in writing.
5. **Term.** The term of this Agreement shall be three years commencing on the Effective Date, unless otherwise agreed in writing by the parties.
6. **Miscellaneous.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the state of New York, without regard to conflict of laws principles. This Agreement contains the entire agreement of the parties with respect to the subject matters covered herein. Any other agreement between the parties shall not be affected by this Agreement. This Agreement may be amended only in writing signed by both parties. This Agreement may only be assigned with the other party's prior written consent which may not be unreasonably withheld. This Agreement shall be binding on each party's successors and permitted assigns. No failure or delay by the Disclosing Party in exercising any rights hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right preclude any other or further exercise thereof. A facsimile transmission by one party to another party of an executed signature page of this Agreement shall have the same effect as delivery of an original signature page. This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. If one or more provisions of this Agreement is held unenforceable, invalid, or illegal in any respect, such unenforceability, invalidity, or illegality shall not affect any other provision of this Agreement, which shall be construed as if such unenforceable, invalid, or illegal provision had never been a part hereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered by their duly authorized respective officers or representatives as of the Effective Date.

HELLO LIVINGSTON EXTENDED LLC

Signature of Authorized Representative

David Goldwasser

Printed Name

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Title

Signature of Authorized Representative

Printed Name

Title