

CONFIDENTIALITY AGREEMENT

This **CONFIDENTIALITY AGREEMENT** (the “Agreement”), dated as of October _____, 2021 is entered into by and between _____ (“Recipient”), and Hey Gang Holdings, LLC a Nevada Limited Liability Company, its affiliates and subsidiaries and Empty Spaces, LLC, a Utah Limited Liability Company, its affiliates and subsidiaries (“Disclosing Party”). Recipient and Disclosing Party are each referred to herein as a “Party” and collectively as the “Parties.”

WHEREAS, The Parties are considering a potential business transaction relating to a real estate development opportunity (“Proposed Relationship”);

WHEREAS, Disclosing Party wishes to provide confidential information regarding a real estate development opportunity; and

WHEREAS, Recipient wishes to receive Confidential Information and is willing to agree to keep such information confidential under certain circumstances described below;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Confidential Information**. Except as provided in Paragraph 2, “Confidential Information” includes all material non-public information (whether oral, written, electronic or otherwise) relating to the Disclosing Party or the Proposed Relationship (including, without limitation, contracts, software, prototypes, samples, equipment, data, design plans, drawings, contracts, operational or financial information or other business and/or technical information) that on or after the date hereof is disclosed to Recipient or any of its Representatives (as defined below) by Disclosing Party or any of its Representatives. References to “Representatives” in this Agreement shall mean, with respect to either Party hereto, such Party’s affiliates, parent, subsidiaries, together with the officers, directors, members, employees, equity holders, partners, agents, consultants and advisors (including, without limitation, financial advisors, counsel and accountants) of such Party, its affiliates, parent or subsidiaries.
2. **Exceptions**. Confidential Information does not include information that:
 - (a) is now in the public domain, or later enters the public domain through no action by Recipient or its Representatives in violation of this Agreement;
 - (b) Recipient can demonstrate was already in its or its Representatives’ possession on a non-confidential basis at the time of its disclosure to Recipient pursuant to this Agreement;
 - (c) is independently developed by Recipient or its Representatives without reference to, or the use of, any Confidential Information;
 - (d) becomes available to Recipient or its Representatives on a non-confidential basis from a source other than Disclosing Party; provided that, to the knowledge of Recipient or its Representatives, such source was not bound by an obligation of confidentiality to Disclosing Party; or
 - (e) is approved for disclosure or release by written authorization from Disclosing Party.
3. **Non-Disclosure**. For the term of this Agreement, Recipient shall keep the Confidential Information confidential and shall not disclose or reveal it to any person other than to its Representatives who are involved in evaluating and/or approving the Proposed Relationship and/or who are involved in audits or other reviews of the books and records of Recipient or its affiliates and who agree to maintain the Confidential Information as confidential in accordance with the terms and conditions of this Agreement. For purposes of this Agreement, the term “person” shall be broadly interpreted to include, without limitation, any corporation, company, partnership, other entity or

individual. In addition, for the purposes of this Agreement, the Confidential Information disclosed by Disclosing Party to Recipient and/or its Representatives shall not be used by Recipient to actively pursue new business opportunities with any of Disclosing Party's existing business clients.

4. Permitted Disclosure. Recipient and its Representatives may disclose Confidential Information to the extent required by a valid legal order. If Recipient or its Representatives are required to disclose Confidential Information pursuant to a valid legal order, Recipient shall provide notice to Disclosing Party of any such requirement so that Disclosing Party may, at its sole expense, seek a protective order or other appropriate remedy. Recipient agrees to cooperate with Disclosing Party in any such proceeding, at Disclosing Party's sole expense. Regardless of whether or not such protective order or other appropriate remedy is obtained, Recipient will only furnish that portion of the

5. No Solicitation. Recipient and its affiliates shall not use any Confidential Information for the purpose of soliciting business unrelated to the Proposed Relationship.

6. Ownership, Return, or Destruction of Confidential Information. Disclosing Party does not grant to Recipient or any of its Representatives any right, title or interest of any kind in any intellectual property contained in or relating to the Confidential Information. At any time upon the written request of Disclosing Party, Recipient shall use its commercially reasonable efforts to return to Disclosing Party or, at Recipient's option, destroy all Confidential Information in the possession of Recipient or any of its Representatives, provided, however, that (a) Recipient may retain a copy of the Confidential Information as well as copies of any analyses, compilations, forecasts, studies, memoranda, notes or other working papers prepared by Recipient or its Representatives ("Recipient Work Product") that contain or reflect Confidential Information so long as any such Confidential Information and Recipient Work Product is kept confidential subject to the terms of Recipient's internal policies and procedures and in accordance with this Agreement, and (b) Recipient and its Representatives shall in no event be required to erase, destroy or return any information from computer systems or hard drives, emails, tapes or memory or other electronic forms of information retention processes, materials or equipment.

7. No Representations or Warranties Concerning Confidential Information. Recipient acknowledges that neither Disclosing Party nor any of its Representatives is making any express or implied representation or warranty as to the accuracy or completeness of any Confidential Information. Recipient also agrees that neither it nor any of its Representatives is entitled to rely on the accuracy or completeness of any Confidential Information and that it and they shall be entitled to rely solely on such representations and warranties regarding Confidential Information as may be made to Recipient in any final agreement relating to the Proposed Relationship, subject to the terms and conditions of such agreement. Notwithstanding the foregoing, Disclosing Party does represent that it has the authority to provide such Confidential Information to Recipient and its Representatives.

8. No Obligation to Proceed. The Parties agree that unless and until a definitive agreement has been executed and delivered with respect to the Proposed Relationship, neither Party shall be under any obligation with respect to the Proposed Relationship. Either Party may, at any time and in its sole discretion, elect to terminate discussions or any negotiations regarding the Proposed Relationship and is under no obligation to continue or to consummate an agreement with respect to the Proposed Relationship with the other Party.

10. Miscellaneous. This Agreement shall be terminated or superseded by any future agreement between the Parties which addresses confidentiality pertaining to such information, unless such future agreement specifically provides otherwise. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The Parties agree that all electronic, telecopied or telefaxed copies of this Agreement and signatures hereto shall be deemed to be originals. This Agreement sets out the Parties' entire understanding with respect to the subject matter hereof as of this date, and there are no other written or oral agreements or understandings among the Parties. This Agreement may only be amended by a written document signed by both Parties. It is not the purpose or intention of the Parties to create, and this Agreement shall never be construed as creating, a joint venture, partnership or other relationship whereby any Party shall be held liable for the acts, either of omission or commission, of any other Party hereto. This Agreement shall be binding on, and shall inure to the benefit of, the Parties and their respective successors and assigns, provided that no person other than the Parties hereto may enforce the provisions of this Agreement. No waiver of any provision of this Agreement, or of a breach hereof, shall be effective unless it is in writing, signed by the Party waiving such provision or breach. No waiver of a breach of this Agreement (whether express or implied) shall

constitute a waiver of a subsequent breach hereof. The headings used in this Agreement are for convenience only and shall have no significance in the interpretation of this Agreement. All provisions of this Agreement are severable, and the unenforceability, invalidity or illegality of any of the provisions of this Agreement shall not affect the validity, enforceability or legality of the remaining provisions of this Agreement.

11. Governing Law; Consent to Jurisdiction. (a) This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada, without regard to principles of conflicts of law.

12. Term. The terms and conditions set forth in this Agreement shall automatically terminate on the earlier of (a) five (2) years from the date of this Agreement, or (b) the execution by the Parties of any other agreement which addresses the confidentiality of information relating to the Disclosing Party or the Proposed Relationship (unless such future agreement specifically provides otherwise).

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

DISCLOSER

By: _____

Name: Scott Howard

Title: Manager

RECIPIENT

By: _____

Name: _____

Title: _____