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**PULSE LOUNGE**  
MEMPHIS, TENNESSEE

**NON-DISCLOSURE & CONFIDENTIALITY AGREEMENT**

MEMBERS ONLY · PRIVATE & CONFIDENTIAL · LEGALLY BINDING

**AGREEMENT OVERVIEW**

This Non-Disclosure and Confidentiality Agreement ("Agreement") is entered into between Pulse Lounge Memphis LLC ("the Venue") and the undersigned Member ("Member"). By signing this Agreement, Member agrees to maintain strict confidentiality regarding all aspects of the Venue, its members, events, and operations.

EFFECTIVE DATE: \_\_\_\_\_

AGREEMENT #: \_\_\_\_\_

**SECTION 1 — PARTIES TO THIS AGREEMENT**

LEGAL FIRST NAME

LEGAL LAST NAME

DATE OF BIRTH (MM/DD/YYYY)

MM / DD / YYYY

MEMBERSHIP TYPE

Single Man    Single Woman    Couple

RESIDENTIAL ADDRESS

CITY

STATE

ZIP CODE

EMAIL ADDRESS

PHONE NUMBER

**PARTNER INFORMATION (Complete if Couple — leave blank if Single)**

PARTNER'S LEGAL FIRST NAME

PARTNER'S LEGAL LAST NAME

PARTNER'S DATE OF BIRTH

PARTNER'S EMAIL ADDRESS

**SECTION 2 — DEFINITIONS**

**"Confidential Information" —**

means any and all information, in any form, relating to Pulse Lounge Memphis LLC, its members, guests, staff, events, activities, operations, financial matters, or any matter witnessed or experienced on or in connection with the Venue premises.

**"Member" —**

means the undersigned individual(s) who have been approved for membership at Pulse Lounge Memphis and are bound by this Agreement.

**"Venue" —**

means Pulse Lounge Memphis LLC, its owners, operators, employees, contractors, and affiliated entities located in Memphis, Tennessee.

**"Disclosure" —**

means the communication, publication, sharing, posting, or transmission of Confidential Information to any third party by any means including but not limited to verbal, written, electronic, photographic, or social media.

### **SECTION 3 — CONFIDENTIALITY OBLIGATIONS**

#### **3.1 No Disclosure.**

Member agrees not to disclose, directly or indirectly, any Confidential Information to any third party, entity, or the public, without the prior written consent of the Venue. This obligation applies permanently and survives termination of membership.

#### **3.2 Identity Protection.**

Member shall not identify, name, photograph, film, record, describe, or otherwise expose the identity of any other member, guest, or staff encountered at or in connection with the Venue. This includes disclosure on social media, dating applications, blogs, forums, podcasts, news media, or any other platform.

#### **3.3 No Photography.**

Photography, video recording, audio recording, or any form of digital capture is strictly prohibited on the Venue premises. Member agrees to surrender any such material immediately upon request by Venue management.

#### **3.4 Social Media Prohibition.**

Member shall not post, tag, check-in, reference, hint at, or otherwise indicate the Venue or any identifiable member, guest, or staff on any social media platform, messaging application, website, or public forum.

### **SECTION 4 — PERMITTED DISCLOSURES**

#### **4.1 Legal Compulsion.**

Nothing in this Agreement shall prevent Member from disclosing Confidential Information to the extent required by applicable law, lawful court order, or enforceable government subpoena, provided that Member gives the Venue prompt written notice prior to such disclosure and cooperates with the Venue in seeking a protective order.

#### **4.2 Member's Own Information.**

This Agreement shall not restrict Member from disclosing information solely relating to their own presence at the Venue, provided such disclosure does not identify, expose, or imply the identity of any other member, guest, or staff.

### **SECTION 5 — TERM & TERMINATION**

#### **5.1 Duration.**

This Agreement is effective upon signature and shall remain in full force and effect permanently, surviving any cancellation, suspension, or expiration of membership.

#### **5.2 Breach & Remedies.**

Member acknowledges that breach of this Agreement would cause irreparable harm to the Venue and its members for which monetary damages would be inadequate. Accordingly, the Venue shall be entitled to seek injunctive relief, specific performance, and any other equitable remedy without the necessity of proving actual damages or posting bond, in addition to all other legal remedies available.

#### **5.3 Liquidated Damages.**

In the event of breach, Member agrees to pay the Venue liquidated damages in the minimum amount of \$10,000 per incident of unauthorized disclosure, which the parties acknowledge as a reasonable estimate of harm and not a penalty.

### **SECTION 6 — MEMBERSHIP REVOCATION**

#### **6.1 Immediate Revocation.**

Any violation of this Agreement constitutes grounds for immediate, permanent revocation of membership without refund. The Venue reserves the right to revoke membership upon reasonable suspicion of breach pending investigation.

#### **6.2 No Reinstatement.**

A member whose membership is revoked for breach of confidentiality shall not be eligible for reinstatement at any future time.

### **SECTION 7 — GENERAL PROVISIONS**

#### **7.1 Governing Law.**

This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to conflict-of-law principles. Exclusive venue for any dispute shall be Shelby County, Tennessee.

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**7.2 Entire Agreement.**

This Agreement constitutes the entire agreement between the parties regarding confidentiality and supersedes all prior discussions or understandings.

**7.3 Severability.**

If any provision of this Agreement is held unenforceable, the remaining provisions shall continue in full force and effect.

**7.4 Amendment.**

This Agreement may not be amended except by written instrument signed by both parties. The Venue reserves the right to update this Agreement; continued membership constitutes acceptance of any updated terms.





**SECTION 8 — MEMBER ACKNOWLEDGEMENTS**

By initialing each acknowledgement below, Member confirms their understanding of and agreement to each specific obligation:

INITIALS

1. I understand that all activity, conversations, and interactions at Pulse Lounge Memphis are strictly private and confidential.

INITIALS

2. I will never photograph, film, record, or otherwise capture images or audio of any person, activity, or space at the Venue.

INITIALS

3. I will never identify, expose, tag, or reference any member, guest, or staff in any public or private forum or social media platform.

INITIALS

4. I understand that violation of this Agreement may result in immediate membership revocation and legal action.

INITIALS

5. I confirm I am 21 years of age or older and entering into this Agreement of my own free will.

INITIALS

6. I have read this Agreement in its entirety, understand its terms, and agree to be bound by them permanently.

**SECTION 9 — SIGNATURES**

IN WITNESS WHEREOF, the undersigned have executed this Non-Disclosure Agreement as of the date first written above. Both parties acknowledge reading, understanding, and agreeing to all terms of this Agreement.

**PRIMARY MEMBER**

PRINTED FULL NAME

DATE SIGNED

MEMBER ID (IF KNOWN)

**PARTNER (Couples Only — leave blank if Single)**

PRINTED FULL NAME

DATE SIGNED

**ACCEPTED ON BEHALF OF PULSE LOUNGE MEMPHIS LLC**

AUTHORIZED SIGNATURE

NAME & TITLE

DATE ACCEPTED

*This Agreement is strictly confidential. Retain one signed copy for your personal records. Submit your completed, signed original to Pulse Lounge Memphis staff upon request or upload via the secure member portal. For questions, contact management through the member portal only.*

