

CONFIDENTIALITY/NON-DISCLOSURE AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (this “Agreement”) is made as of this January 22, 2019 (the “Effective Date”), by and between Foodbuy, LLC, (“Foodbuy”), on its own behalf and as agent for its parent, affiliates and subsidiaries, and Legendary Event Staffing and Entertainment LLC (“Legendary Event Staffing and Entertainment” and together with Foodbuy, the “Parties”).

RECITALS

A. The Parties desire to explore the possibility of entering into or has entered into a business relationship or transaction(s) with each other (a “Business Relationship”) and desire to obtain from each other Confidential Information (as defined below).

B. Each of the Parties is willing to make available to the other Confidential Information upon the terms and conditions provided in this Agreement.

C. The Parties recognize that each Party’s Confidential Information is the sole property of such Party (or the Property of its Affiliates (as defined below).

D. The Parties agree that each Party is permitted to utilize the Confidential Information solely in connection with exploring a Business Relationship in accordance with the terms of this Agreement.

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

1. Definitions.

1.1. The term “Affiliates” means, with respect to any Person (as defined below), any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with such Person in question, as of the date on which, or at any time during the period for which, the determination of affiliation is being made. As used herein, the term “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities or interests, by contract, or otherwise.

1.2. The term “Confidential Information” means, collectively, proprietary or secret information of a Party; information that has independent economic value from not being generally known to the public; or information which would constitute a trade secret under the U.S. Uniform Trade Secrets Act, which is used, developed, or obtained by a Party relating to such Party’s business, business methods, business plans, business models, research and development efforts, including, without limitation, technical information, know-how, technology, software, prototypes, ideas, inventions, product or service information, specialized equipment, technique, capacity, engineering, improvements, data, files, information relating to supplier and customer identities and lists, accounting records, prices, business and marketing plans and strategy, product delivery and distribution systems, recipes, formulas, financial information, and all similar information, and all copies and tangible embodiments thereof (in whatever form or medium). Confidential Information includes, but is not limited to, a Party’s procedures, policies, processes, systems, plans, business vision(s), methods, and financial or other data and information relating to merchandising,

brand, software or product development, trademarks (whether or not registered), trade dress, trade concepts or inventions (whether or not subject to patent or copyright rights), marketing, communication, sales and operations, client accounts, services, contracts, strategy and business planning, or other business activities of a Party, its vendors, suppliers, and customers, whether made in written or oral form and inclusive of all notes, analyses, compilations, studies, records, drawings, blueprints, memoranda, analyses, summaries or other documents; information that is not generally known in the applicable industry, would logically be considered confidential or proprietary to a Party, would do such Party harm if divulged, or, if disclosed in writing, is marked “confidential”, “privileged” or “proprietary” by the disclosing Party or, if disclosed orally or in the form of tangible materials, is indicated at the time of disclosure to be confidential, privileged or proprietary; and all work-product (including, without limitation, attorney work product), work papers, analyses, memoranda, and summaries generated or derived by the receiving Party from the foregoing (collectively, “Notes”).

1.2.1. Confidential Information does not include any information that: (i) was already published or otherwise in the public domain at the time it is disclosed by the disclosing Party to the receiving Party or at the time it is disclosed by the receiving Party to a third party (other than by a breach of this Agreement); (ii) was already available or known to the receiving Party (as established by the receiving Party’s business records) at the time it is disclosed to the receiving Party by the disclosing Party; (iii) is or becomes publicly known without fault on the part of the receiving Party; (iv) is disclosed to the receiving Party by a third party not subject to any confidentiality obligation or restriction owed to the disclosing Party; (v) is independently developed by the receiving Party without reference to Confidential Information disclosed by the disclosing Party, provided such development can be adequately substantiated by the receiving Party’s business records; (vi) is or has been disclosed by the disclosing Party to a third party not subject to any confidentiality obligation or restriction to the disclosing Party; or (vii) is used or disclosed by the receiving Party with the prior, written approval of the disclosing Party.

1.2.2. Confidential Information shall be deemed to include Confidential Information of a Party’s Affiliates.

1.3. The term “Marks” refers collectively to the names, logos, service marks, trademarks, trade dress, and trade names, whether or not registered, of a Party.

1.4. The terms “Party” or “Parties” shall be deemed to include a Party’s Affiliates as required by the applicable context.

1.5. The term “Person” means any individual, firm, corporation, limited liability company, business trust, partnership, or other entity and shall include any successor (by merger or otherwise) of any such entity.

1.6. The term “Representatives” means a Party’s advisors and the directors, officers, and employees of a Party’s advisors.

2. Use and Control of Confidential Information Indemnification. Each Party shall maintain in strict confidence all Confidential Information provided to it by the disclosing Party, shall not use any of such Confidential Information except for the limited

purposes of evaluating a Business Relationship and, other than with respect to such Business Relationship, shall refrain from using the Confidential Information for its own use, advantage, or commercial purpose. In addition, neither Party shall disclose or make accessible to any third party any Confidential Information provided by the disclosing Party, except as set forth in this Section 2. Each Party shall (i) use commercially reasonable efforts to notify all of its respective employees, officers, advisors (excluding attorneys), consultants, and agents who may come into contact with or obtain access to the Confidential Information of its confidentiality obligations hereunder; (ii) implement reasonable internal controls and procedures to prevent any unnecessary or unwarranted duplication or copying of any Confidential Information contained in any tangible medium; and (iii) during the term of this Agreement and thereafter, not directly, or indirectly, reveal, report, publish, disclose or transfer any of the other Party's Confidential Information, without written permission of the disclosing Party.

3. Ownership. Each Party acknowledges and agrees that the Confidential Information provided by the disclosing Party is the confidential and proprietary information of such disclosing Party and that such Confidential Information is the exclusive and proprietary property of such disclosing Party. Each Party acknowledges that the Marks of the disclosing Party are the proprietary Marks of the disclosing Party and agrees that it will not employ the Marks of the disclosing Party for any reason, except as expressly permitted by the disclosing Party. Each Party further agrees that it will not (a) adopt any trademark, service mark, word, symbol, letter or design that is confusingly similar to the Marks of the disclosing Party; (b) apply for, seek registration of, or take any other action, whether singularly or in concert with others, to establish in the receiving Party or other(s) any ownership rights in the Marks of the disclosing Party, or any word or mark confusingly similar thereto; or, (c) perform any action, direct or indirect, which would reasonably be expected to prejudice or adversely affect the validity of the Marks of the disclosing Party or the disclosing Party's ownership thereof.
4. No Transfer of Interest. Except as otherwise expressly stated above, neither Party, through its receipt of Confidential Information hereunder, shall obtain (either directly or indirectly) any license, right to use, or other interest in or to any Confidential Information of the disclosing Party, or any copyright, trademark, service mark, or trade secret of the disclosing Party (whether by implication, estoppel, or otherwise). Each Party remains solely responsible for any and all of its activities hereunder. THE PARTIES MAKE NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE CONFIDENTIAL INFORMATION EACH DISCLOSES HEREUNDER (INCLUDING WITHOUT LIMITATION, IN CONNECTION WITH ANY PROTOTYPES OR RESULTS CREATED USING SAME), EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, NO CONFIDENTIAL INFORMATION AS DISCLOSED UNDER THIS AGREEMENT IS DEEMED TO CONSTITUTE A REPRESENTATION, WARRANTY, COVENANT, ASSURANCE OR GUARANTEE BY OWNER WITH RESPECT TO THE INFRINGEMENT UPON, OR OWNERSHIP OF, PATENTS, TRADEMARKS, OR OTHER INTELLECTUAL PROPERTY RIGHTS OF EITHER PARTY OR OF ANY THIRD PARTY. ALL INFORMATION IS PROVIDED, FOR THE PURPOSES OF THIS CONFIDENTIALITY AGREEMENT, "AS IS" AND "WITH ALL FAULTS".
5. Required Disclosure. If either Party (the "Required Party") is legally required to disclose any Confidential Information of the

other Party (the "Owning Party"), the Required Party shall promptly provide written notice to the Owning Party to enable the Owning Party (at its sole cost and expense) to seek a protective order or other appropriate remedy to avoid public or third-party disclosure of its Confidential Information. If such protective order or other remedy is not timely obtained, the Required Party shall furnish only so much of the Confidential Information that it is legally required to disclose, and shall exercise its commercially reasonable efforts to obtain assurance that confidential treatment will be accorded the Confidential Information. The Required Party reasonably shall cooperate with and assist the Owning Party, at the Owning Party's expense, in seeking any protective order or other relief requested pursuant to this Section 5.

6. Tax Matters. Notwithstanding anything to the contrary contained in this Agreement, the Parties and their respective Representatives may disclose to any and all persons, without limitation of any kind, the tax treatment and tax structure of consummated transactions contemplated hereby and all materials of any kind (including opinions or other tax analysis) that are provided to the Parties and their Representatives relating to such tax treatment and tax structure, all as permitted by applicable law and as contemplated by Treasury Regulation Section 1.6011-4(b)(3)(iii) and nothing contained herein shall be deemed to limit any such disclosure. The preceding disclosure authorization shall not affect, or prevent any person from asserting, any attorney-client privilege, work-product doctrine, or other applicable privilege or defense against disclosure of such information.
7. No Commitment to Enter into Business Arrangement. The execution of this Agreement and the provision of Confidential Information pursuant hereto do not constitute a commitment to enter into any underlying business relationship, including, without limitation, any license, distribution, technology transfer, joint venture, partnership, or any other arrangement. Any such relationship is to be entered into only upon the execution of a written agreement between the Parties concerning such relationship. Nevertheless, in the event the Parties enter into such a Business Relationship, unless superseded in such written agreement, the terms and provisions of this Confidentiality Agreement shall continue to apply to the Business Relationship.
8. Term and Termination. This Agreement commences on the Effective Date and remains in effect until one (1) year after the expiration or earlier termination of the Effective Date (the "Term"), as extended or shortened in writing upon the mutual agreement of the Parties; provided, however, that the obligations of confidentiality set forth herein shall continue until the earlier of (a) with respect to any portion of the Confidential Information for which one of the conditions listed in Section 1.2.1 occurs or is satisfied, the date of the occurrence or satisfaction of such condition, and (b) the two (2) year anniversary of the termination or expiration of this Agreement. Each Party agrees that at the end of the Term, the receiving Party shall, upon request of the disclosing Party, (a) either (i) return all tangible copies of the disclosing Party's Confidential Information (excluding Notes) to the disclosing Party or (ii) certify to the disclosing Party the destruction thereof, and (b) certify to the disclosing Party the destruction of all Notes, to the extent permitted by the receiving Party's document retention policies and excluding, in all cases, attorney work product of the receiving Party; in either case except for one copy of such Confidential Information which the receiving Party may keep for its records as provided for or required by state or federal law.
9. Privileged/Protected Confidential Information. To the extent that any Confidential Information includes materials subject to the attorney-client privilege, work product doctrine or any other applicable privilege concerning pending or threatened legal

proceedings or governmental investigations, the receiving Party agrees that the Parties have a commonality of interest with respect to such matters and it is the desire, intention and mutual understanding of the Parties that the sharing of such material is not intended to, and shall not, waive or diminish in any way the confidentiality of such material or its continued protection under the attorney-client privilege, work product doctrine or other applicable privilege. All Confidential Information that is entitled to protection under the attorney-client privilege, work product doctrine or other applicable privilege shall remain entitled to such protection under these privileges, this Agreement, and under the joint defense doctrine and is governed by the provisions in Section 5 concerning Required Disclosures.

10. Survival. This Agreement shall be binding on and inure to the benefit of the Parties, their respective successors and permitted assigns and survive the termination of the Business Relationship for any reason.
11. Notices. All notices and communications required or permitted under this Agreement are to be in writing and are deemed to be duly given on the date of delivery if sent to the party to whom notice is to be given either by registered or certified mail, postage prepaid, or by national overnight delivery service to the address set forth below.
12. Entire Agreement. This writing constitutes the entire agreement and understanding between the Parties at the time of execution and delivery hereof as to matters described herein and supersedes all prior agreements, whether written or oral, between the Parties with respect to the subject matter hereof.
13. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the internal laws of the State of North Carolina, without regard to its provisions concerning choice of laws, choice of forum or any principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction. The Parties hereby consent and submit to the exclusive jurisdiction of the federal or state courts located in North Carolina, to hear any action or suit arising out of this Agreement or related matters. Neither Party shall raise, and the Parties hereby waive, any defenses based upon venue, inconvenience of forum, or lack of personal jurisdiction, improper service of process or the like in any such action or suit. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES EACH HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY ON ANY CLAIM, D E M A N D , ACTION, CAUSE OF ACTION, OR COUNTERCLAIM ARISING

UNDER OR IN ANY WAY RELATED TO THIS AGREEMENT AND UNDER ANY THEORY OF LAW OR EQUITY, WHETHER NOW EXISTING OR HEREAFTER ARISING. The Parties hereby consent to mandatory, non-binding mediation to hear any claim, demand or dispute arising out of this Agreement or related matters. Any such mediation shall take place in North Carolina, before a single mediator to be agreed upon by the Parties. Notwithstanding the foregoing, either Party may seek any appropriate equitable relief, including injunction, to which it may be entitled.

14. Disclaimer of Relationship. This Agreement does not create a relationship of agency, partnership, joint venture, or license between the Parties.
15. Remedies. Each Party acknowledges that its failure to comply with any of the provisions of this Agreement may irreparably harm the business of the other Party, and that such Party may not have an adequate remedy at law in the event of such non-compliance. Therefore, each Party acknowledges that the other Party is entitled to seek injunctive relief without the posting of bond or other security, in addition to whatever other remedies it may have, at law or in equity, in any court of competent jurisdiction against any acts of non-compliance by either Party under this Agreement. The Parties hereby consent to the jurisdiction of the state and federal courts located in North Carolina as the appropriate forum for seeking equitable relief pursuant to this Section 15.
16. Severability. If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect.
17. Assignment. Neither Party may assign its rights or obligations under this Agreement to any third party without the prior written consent of the other party hereto, which such consent shall not be unreasonably withheld.
18. Waiver. No waiver of any of the provisions of this Agreement shall be valid unless embodied in a writing executed by the party against whom the waiver is sought to be enforced.
19. Litigation Costs. If any legal or equitable action is taken or filed to enforce this Agreement, or any part thereof, the prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees and costs of the action.

IN WITNESS WHEREOF, each Party hereto has caused this Confidentiality Agreement to be executed by its duly authorized officer, as of the Effective Date.

FOODBUY, LLC
2400 Yorkmont Road
Charlotte, NC 28217

Legendary Event Staffing and Entertainment LLC
912 S Bascom Ave,
San Jose, CA 95128

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____