

MERIDIAN HOSPITALITY GROUP
MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement (this “**Agreement**”) is between you, the undersigned, and **Meridian Hospitality Group, LLC** (The “**Company**”) a registered corporation in the State of Ohio, and is effective as of the date that you execute this Agreement, as set forth beneath your signature below (the “**Effective Date**”). The parties acknowledge and agree that each may be exposed to or otherwise receive certain information or data of the other for evaluating a potential business transaction and that such information or data may be private, proprietary, or confidential. You and the Company hereby agree and acknowledge that each party will receive, or have already received, (a) consideration in the form of access to such information or data or actual receipt of Confidential Information (as defined below) regarding the other party or its business, and (b) other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged. In exchange for such consideration, by the signatures below, you and the Company agree as follows:

1. Confidential Information. For purposes of this Agreement, “Confidential Information” means materials or information, regardless of form (including, without limitation, oral, documentary, photographic, video graphic, and electronic), held or provided by the disclosing party (the “**Disclosing Party**”) to the other party or its affiliates, representatives, or agents (the “**Receiving Party**”), whether provided before or after the Effective Date, and considered to be confidential or proprietary by the Disclosing Party, including, without limitation (a) any and all current and future product information, roadmap, technical or financial information, patent rights, copyrights, trademarks, service marks, trade names, mask work rights, trade secret rights and all other rights, including rights in inventions, mask works, trade secrets, ideas, processes, formulas, source and object codes, data, computer programs, other works of authorship, know-how, improvements, discoveries, developments, designs and techniques; (b) information regarding plans for research, development, new products, marketing and selling, business plans, budgets and unpublished financial statements, licenses, prices and costs, suppliers and customer names, address, and related data, contracts, practices, procedures, and other business information including, but not limited to software, reports, strategies, plans, documents, drawings, machines, tools, models, inventions, patent disclosures, samples, materials, and Request For Proposals of the Parties; (c) information regarding the Disclosing Party’s employees, salaries, incentive programs, stock options or other sensitive information; and (d) any other information that, by its nature, should reasonably be treated as private, proprietary, and/or confidential. This Agreement shall apply to all Confidential Information of the Disclosing Party, no matter how you may obtain it (e.g., through disclosure, during a facilities tour, or otherwise).

2. Protection and Non-Disclosure. The Receiving Party also agrees to protect and not disclose or misuse any Confidential Information it obtains from the Disclosing Party, regardless of whether it is designated as confidential and regardless of how the Receiving Party obtained it, either directly or indirectly, except as required by law or (a) use Confidential Information in any manner not authorized in this Agreement; (b) disseminate Confidential Information to any of the Receiving Party’s employees without a legitimate need to know the Confidential Information; (c) communicate Confidential Information to any third party for any reason; or (d) publish or display any Confidential Information. Moreover, except as expressly authorized in writing by the Disclosing Party, the Receiving Party agrees not to make any photographs or recordings of any kind of any person, place, thing, activity, or event existing or occurring on the Disclosing Party’s property.

The Receiving Party agrees to protect and preserve the confidentiality of Confidential Information and to use such Confidential Information solely about the Receiving Party’s business relationship with the Disclosing Party. The Receiving Party agrees not to issue or release any article, advertising, publicity, or other matter relating to any Confidential Information, except as may

be required by law and then only after giving the Disclosing Party an opportunity to review the matter and comment thereon.

3. Trade Secret / Confidential Information. Trade Secret or Confidential Information In recognition of the Parties’ need to protect their legitimate business interests, each Party hereby covenants and agrees that it shall regard and treat each item of information or data constituting a Trade Secret or Confidential Information of the other Party as strictly confidential and wholly owned by the other Party and that it will not, for any reason or in any manner, either directly or indirectly, use, sell, lend, lease, distribute, license, give, transfer, assign, show, disclose, disseminate, reproduce, copy, appropriate or otherwise communicate any such item of information or data to any person or Entity for any purpose other than strictly in accordance with the express terms of this Agreement or any other written agreement between the Parties. With regard to each item of information or data constituting a Trade Secret, the covenant in the immediately preceding sentence shall apply at all times during a Discussion and for as long after the cessation of a Discussion as such item continues to constitute a trade secret under applicable law; and with regard to any Confidential Information, the covenant in the immediately preceding sentence shall apply at all times during a Discussion and for three (3) years after the termination of a Discussion.

Each Party shall exercise reasonable efforts to ensure the continued confidentiality of all Trade Secrets and Confidential Information known by, disclosed or made available to that party or that Party’s employees or personnel during a Discussion. Each Party shall immediately notify the other Party of any intended or unintended, unauthorized disclosure or use of any Trade Secrets or Confidential Information by that Party or any other person of which that party becomes aware. Each Party shall assist the other Party, to the extent necessary, in the procurement or any protection of the other Party’s rights to or in any of the Trade Secrets or Confidential Information.

Upon termination of a Discussion, or anytime at the specific request of the other Party, or upon the execution of any agreement resulting from a Discussion containing provisions that expressly supersede the provisions of this Agreement, each Party shall return to the other Party all written or descriptive materials of any kind that contain or discuss any Confidential Information or Trade Secrets, and the confidentiality obligations of this Agreement shall continue until their expiration under the terms of this Agreement.

4. Obligation of Non-Competition. The non-competition provisions of this Agreement are an essential and material part of the total agreement, by which the Confidant agrees it shall not use any advantages derivable from such confidential information in its own business or affairs, unless the same is done pursuant to a new agreement executed by all signatories to this document.

5. Non-Circumvent. The parties shall not in any manner solicit nor accept any business from sources or their affiliates that are made available by the party or parties to this agreement at any time without the express permission of the party or parties who made the source available. The parties shall not in any way whatsoever circumvent or attempt to circumvent each other or any parties involved in any of the transactions the parties are desirous of entering into and to the best of their abilities ensure that the original transaction entered into will not be altered or changed. In the event of circumvention by any party, directly or indirectly, the circumvented party shall be entitled to legal monetary penalty equal to the maximum amount it would have realized from such a transaction and any and all expenses, including, but not limited to legal fees, that would be involved in recovery of said funds.

6. Exclusions. This Agreement imposes no obligation upon the Receiving Party with respect to Confidential Information, which (a) the Receiving Party can demonstrate was already in its possession before receipt from the Disclosing Party; (b) is or becomes publicly available through no fault of the Receiving Party or its representatives; (c) is rightfully received by the Receiving Party from a third party without a duty of confidentiality; (d) is disclosed by the Disclosing Party to a third party without a duty of confidentiality on the third party; (e) is independently developed by the Receiving Party without a breach of this Agreement; or (f) is disclosed by the Receiving Party with the Disclosing Party's prior written approval.

7. Notice of Disclosure. If the Receiving Party is required to disclose Confidential Information by law, the Receiving Party agrees to give the Disclosing Party reasonable notice of such disclosure so that the Disclosing Party may contest the disclosure and/or seek a protective order.

8. Basis of Covenants. The Receiving Party acknowledges and agrees that the Disclosing Party's decision to disclose Confidential Information is induced primarily because of the covenants and assurances made by the Receiving Party in this Agreement; that irrevocable harm and damage may be done to the Disclosing Party if the Receiving Party violates its obligations under this Agreement. The Receiving Party further acknowledges and agrees that the consideration given by the Disclosing Party in disclosing to the Receiving Party, and in granting the Receiving Party access to, the Confidential Information of the Disclosing Party gives rise to the Disclosing Party's interest in the promises made by the Receiving Party in this Section.

9. Remedies. The Receiving Party agrees and understands that any damage resulting from improper disclosure or misuse of Confidential Information may be irreparable; therefore, the Receiving Party agrees that the Disclosing Party will be entitled to seek equitable relief, including injunction and preliminary injunction, without an obligation to post bond or other security, in addition to all other remedies, to prevent any improper disclosure or misuse of Confidential Information.

10. No Obligation. This Agreement imposes no obligation on the Disclosing Party to disclose any Confidential Information to the Receiving Party or to purchase, sell, license, transfer, or otherwise enter any business relationship or make use of any of the Receiving Party's technology, services, or products.

11. No Rights. The Receiving Party understands that it acquires no license or conveyance of any right under any patent, copyright, trade secret, trademark, or any other intellectual property right, except the limited rights necessary to carry out the purposes set forth in this Agreement. Subject to the Receiving Party's

obligations under this Agreement, the Receiving Party will not be precluded from independently developing technology or pursuing business opportunities like those covered by this Agreement.

12. Return of Information. The Receiving Party agrees that, at the request of the Disclosing Party, the Receiving Party will promptly return all Confidential Information, together with all copies and any reports, compilations, memos or other document or recording, which contain summaries, exhibits, or otherwise contains or describes Confidential Information.

10. Third Party Information and Disclosure. The Receiving Party further agrees that it will communicate and explain the obligations and duties imposed by this Agreement to any employee or other third party who obtains Confidential Information, by whatever means, from the Receiving Party. The Receiving Party further agrees to require any such person to execute a copy of this Agreement as soon as it becomes aware that such person has obtained Confidential Information.

13. Relationship. This Agreement does not create any agency, employment, or partnership relationship.

14. Use of Name, Website and Logo. The Receiving Party will not use for publicity, promotion, or otherwise, any logo, name, trade name, service mark, or trademark of Meridian Hospitality Group, LLC or its affiliates, or any simulation, abbreviation, or adaptation of the same, without the Company's prior, written, express consent. Meridian Hospitality Group, LLC may withhold such consent in MHG's absolute discretion.

15. Binding Affiliates. The obligations and duties imposed by this Agreement with respect to any Confidential Information may be enforced by the Disclosing Party against the Receiving Party and any of its recipients, including its affiliates, of such Confidential Information. All terms and provisions of this Agreement will be binding upon the parties and each of their respective affiliates receiving Confidential Information, and upon their respective successors and assigns.

16. No Assignment. This Agreement may not be assigned except with the other party's prior written consent.

17. GOVERNING LAW. THIS AGREEMENT IS MADE UNDER AND WILL BE CONSTRUED PER THE LAWS OF THE STATE OF OHIO AND ALL DISPUTES WILL BE RESOLVED IN STATE OF OHIO.

18. Severability and Modification. If any provision of this Agreement is found to be invalid or unenforceable in whole or in part, the parties agree the remaining provisions of this Agreement shall remain valid and enforceable to the maximum extent compatible with existing law. Neither party has authority to add to or modify this Agreement unless made in a writing signed by both parties.

19. Survival. Each party's obligations with respect to Confidential Information received hereunder shall survive the termination of this Agreement.

20. Counterpart and Facsimile Execution. The parties agree that each intends a facsimile copy of its signature and/or this Agreement to be as fully and legally binding as an original signature. Each Party agrees that facsimile signatures will have the same legal effect as original signatures and may be used as evidence of execution.

IN WITNESS WHEREOF, the Parties hereto have individually and by their duly authorized representatives executed and delivered this Agreement.

This Mutual Confidentiality and Non-Disclosure Agreement shall be effective as of the day of your execution of this Agreement, as set forth below.

AGREED AND ACCEPTED BY:

THE COMPANY:

MERIDIAN HOSPITALITY GROUP, LLC
200 6th Street NW
Canton, Ohio 44702

Correspondence To:
P.O. Box 36272, Canton, Ohio 44735

By: _____
Signature Name: Brenda Miller
Its: Member/COO


Dated: _____

RECEIVING PARTY:

Gaming Benefits Corporation, a company registered in the State of New Hampshire - Business ID: 841066.

GAMING BENEFITS CORPORATION
16 Low Ave
Concord, NH 03301

Correspondence To: Mailing:
PO Box 74
E Wakefield, NH 03830

By:  _____
Signature Name: Ross Myers
Its: Director

Dated: July 10, 2021