

REQUEST FOR PROPOSAL ON OUR ADVERTISEMENT CAMPAIGN

NON DISCLOSURE AGREEMENT

We would like to exchange certain Confidential Information (defined below) to facilitate, explore or enable the Vendor to provide products and/or services to Our Company .

In consideration of the mutual covenants, terms and conditions set forth in this Agreement, the receiving party agree as follows:

1. Term and Termination. The term of this Agreement begins on the Effective Date and continues until either Party provides the other with written notice to terminate earlier (“Term”). Each Party’s rights and obligations under this Agreement shall survive any expiration or termination of this Agreement in perpetuity, even after the Recipient returns or destroys the Confidential Information.

2. “Representative(s)” means the officers, directors, partners, shareholders, agents, attorneys, accountants, advisors, employees and contractors of a Party, including its parent company and affiliates. For Company, the term “Representatives” shall be construed to also include Company’s franchisees and its affiliates’ franchisees.

3. Confidential Information. Except as set forth in Section 4 below, “Confidential Information” means all non-public, confidential or proprietary information

disclosed or accessed on or after the Effective Date by any of either Party's Representatives (a "Disclosing Party") to any of the other Party's Representatives (a "Recipient"), whether disclosed orally, or disclosed, or accessed in written, electronic or other form or media, and whether or not marked, or otherwise identified as confidential, including, without limitation:

A. hardware, software, software development tools, documentation, algorithms, equipment specifications, designs, components, source code, object code, images, schematics, protocols, usernames, passwords, access codes;

B. business processes, data, plans, strategies, and/or programs; pricing, operating and production procedures; sales/financial budgets, forecasts, results and records; supplier, franchise, employee, and/or customer lists; market research;

C. product specifications, ingredients, recipes, enhancements, formulations and/or chemical compositions; proposed products, product ideas, prototypes; preparation procedures; engineering and scientific research; product positioning;

D. structural plans, development plans, site location plans and/or data; designs, specifications, blueprints and/or drawings;

E. terms of commercial contracts; the facts and terms of this Agreement itself and any principal transactions;

F. trade secrets and other intellectual property assets, including unpatented inventions, ideas, methods and discoveries, know-how, unpublished patent applications and other confidential intellectual property; and,

G. any third-party confidential information included with, or incorporated in, any information provided by the Company to the Vendor.

4. Exclusions from Confidential Information. The term “Confidential Information” does not include information that: (A) is, or becomes, generally available to and known by the public other than as a result of a violation of this Agreement; or, (B) becomes, available to a Party on a non-confidential basis from a third-party source; or (C) was independently developed by a Party, without reference to or use of any of the other Party’s Confidential Information.

5. Recipient’s Obligations. (A) Subject to the provisions of subsection 5.B. below, the Recipient must: (i) protect and safeguard the confidentiality of all such Confidential Information with a commercially reasonable degree of care and at least the same degree of care as the Recipient would protect its own confidential information; (ii) not use or disclose material, non- public information concerning the other Party (in violation of Federal and state securities laws);

(iii) not use the Confidential Information, or permit it to be accessed or used, for any purpose other than the Business Purpose or used in any manner to the other Party’s detriment, including without limitation, to reverse engineer, disassemble, decompile or design around the other Party’s proprietary services, products and/or confidential intellectual property; (iv) not disclose any such Confidential Information to any person or entity, except to the Recipient’s Representatives who: (a) need to know it to assist the Recipient in relation to the Business Purpose; (b) are informed by the Recipient of the confidential nature of the information; and,

(c) are subject to confidentiality obligations to the Recipient that are no less

restrictive than the terms of this Agreement; and (v) be responsible for any breach of this Agreement caused by any of its Representatives.

(B) Immunity from Liability for Confidential Disclosure of a Trade Secret to the Government or in a Court Filing. Notwithstanding any provision of this Agreement to the contrary, an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (i) is made: (a) in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney; and (b) solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose a trade secret to the attorney of the individual, and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal, and does not disclose the trade secret, except pursuant to a court order.

6. Legally Required Disclosure. Any disclosure by the Recipient or its Representatives of any of the Disclosing Party's Confidential Information pursuant to applicable law or a valid order issued by a court or governmental agency of competent jurisdiction (a "Legal Order") is subject to the terms of this Section 6. Before making any such disclosure, the Recipient must make commercially reasonable efforts to provide the Disclosing Party with: (A) prompt written notice of the disclosure request and Legal Order (unless notice is legally prohibited) such that the Disclosing Party may seek a protective order or other remedy; and, (B) reasonable assistance in opposing or limiting such disclosure. If, after such notice and assistance, the Recipient remains subject to a Legal Order, then the Recipient may disclose no more than that portion of the Confidential Information which the Legal Order specifically requires be disclosed.

7. Return or Destruction of Confidential Information. At any time during or after the term of this Agreement, at the Disclosing Party's written request, the Recipient and its Representatives must promptly return to the Disclosing Party all copies of the Disclosing Party's Confidential Information (including notes), whether in written, electronic or other form or media, or destroy all such copies and if requested, certify in writing that such Confidential Information has been destroyed. The obligation to return or destroy Confidential Information shall not extend to automatically-generated electronic backups created in the ordinary course of the Recipient's business, provided no other use is made of the information and it is retained subject to the confidentiality obligations of this Agreement.

8. No Transfer of Rights, Title or Interest. Each Party hereby retains its entire rights, title and interest, including all intellectual property rights, in and to all of its Confidential Information. Any disclosure of Confidential Information will not be construed as an assignment, grant, option, license or other transfer of any such right, title or interest whatsoever to the Recipient or any of its Representatives, directly or by implication, estoppel or otherwise.

9. No Other Obligation. The Parties agree that this Agreement is for the purpose of protecting Confidential Information only and does not obligate the Parties to supply information, create a partnership, joint venture or other such arrangement, or enter into any future business or contractual relationship.

10. Remedies. Each Party acknowledges and agrees that money damages might not be a sufficient remedy for any breach or threatened breach of this Agreement. Therefore, in addition to all other remedies available at law, the non-breaching Party will be entitled to seek specific performance and injunctive and other equitable relief as a remedy for any such breach or threatened breach, and each Party hereby waives any requirement for the securing or posting of any bond or

the showing of actual monetary damages in connection with such claim.

11. Governing Law, Jurisdiction and Venue. This Agreement will be governed by and construed in accordance with the laws of the State of California without giving effect to any choice or conflict of law provision or rule that would cause the application of laws of any jurisdiction. Any legal suit, action or proceeding arising out of or related to this Agreement must be instituted exclusively in the City of San Diego, California. Each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

12. Notices. All notices, claims and other communications required or permitted under this Agreement must be in writing, and delivered by nationally recognized overnight courier (receipt requested), facsimile or e-mail of a document (with confirmation of transmission), or certified or registered mail, return receipt requested. Such communications must be sent to the Parties

at the addresses set forth above in this Agreement (or to such other address that may be designated by a Party from time to time in accordance with this Section 12.

13. Entire Agreement. This Agreement constitutes the entire understanding of the Parties with respect to the protection of Confidential Information. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by both Parties.

14. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, that will not affect any other term or provision of this Agreement or invalidate or render unenforceable the term or provision in

any other jurisdiction.

15. Counterparts. A signed copy of this Agreement delivered by electronic transmission will be deemed to have the same legal effect as an original. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same instrument.

16. Assignment. Neither Party may assign any of its rights under this Agreement without the prior written consent of the other Party, which may not be unreasonably withheld. Any purported assignment or delegation in violation of this Section will be null and void and will not relieve the assigning of any of its obligations hereunder.

17. Waivers. No waiver by any Party of any of the provisions of this Agreement or any breach or default under this Agreement will be effective unless explicitly set forth in writing and signed by the Party waiving the provision.

REQUEST FOR PROPOSAL

Start date: June 28th, 2021

Business Problem:

We are interested in finding out more about how can we get more purchasers/client to patronize our services/products using contextual promotions.

Hypotheses:

Awareness Issue: Guests aren't using the channels that we are communicating these promos and/or we have the physical assets in the wrong place at the wrong time

Shopping Behavior Issue: More than 1 out of 5 Past purchasers that bought from us within the past 2 months sent in zero referrals.

Non-C-Store Channels are competing more effectively.

Brand Availability: We aren't carrying the brands they want

Pricing Issue: Competitors are beating us on service/product pricing

Promo Issue: The promotions aren't good enough or relevant the guest needs

Goals/Key Questions:**Purchase Behavior:**

Usage

What and where do they buy?

Purchase frequency?

Promotions:

What payment methods is convenient for purchasers?

What are the current effective ways or promoting our product/services to new buyers?

What makes a good promotion/advertisement campaign?

How do we communicate with buyers using these promotions?

Which channels?

What context/ information to include?

How can we specifically, utilize these promotion in our app?

Methodology:

We were considering using a mixed method approach with quant (survey) and qual (IDIs) but we are open to ideas so please feel free to add your own thoughts/approaches as well.

Target Guest: Cigarette smokers and/or dip users

Those who use and do not use promotions/discount when purchasing

Those who do and do not purchase on over NET 60 days Credit Terms

Those who do not default on payments

Incidence: Unknown

Markets: All open exchange markets - we would consider opening up the regions more if we really need too or if it helps with cost

Sample Frame: 300 past and/or present clients/buyers

Budget:

No firm budget/don't specifically know

Timing:

We are looking at a mid-August timeline. If it's easier we can call it the week of August. 11th?

Please let me know if you need anything else in the meantime.

Thanks

Helen

Vice President

Marketing Department