

CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

THIS CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT MADE THIS ___TH DAY OF JUNE, 2014, BY AND BETWEEN SPENCER JEROME STUART DBA CULINARY CONSTRUCTION CO. AND _____ AND _____ DBA _____ (THE "RECIPIENT").

WITNESSETH:

A. CULINARY CONSTRUCTION CO. IS ENGAGED IN THE BUSINESS OF DEVELOPING CERTAIN BUSINESS APPLICATIONS AND CONCEPT DESIGNS FOR THE RESTAURANT AND RETAIL INDUSTRY(S), INCLUDING BUT NOT LIMITED TO THE PLAYERS GRILL, ÚR MARKET & CAFÉ, THE EPIC ENTERTAINMENT COMPLEX, HEARTH – A NATIVE AMERICAN CONCEPT, DRINK!, WERKS, 90 DEGREES WEST, COASTAL BAR AND GRILL, BLUE GRIT A SOUTHERN GASTROPUB, HALF PIE, REATAIL (THE "BUSINESS"); AND

B. CULINARY CONSTRUCTION CO. HAS DEVELOPED AND IS IN POSSESSION OF CERTAIN CONFIDENTIAL INFORMATION, DESIGNS AND TRADE SECRETS RELATED TO ITS BUSINESS APPLICATIONS, AND ITS BUSINESS AND OPERATIONS GENERALLY, INCLUDING, WITHOUT LIMITATION, FINANCIAL, TECHNICAL AND COMMERCIAL INFORMATION; AND

C. THE RECIPIENTS WISHES TO RECEIVE CULINARY CONSTRUCTION CO. CONFIDENTIAL INFORMATION, DESIGN AND TRADE SECRETS FOR THE PURPOSE OF REVIEWING THE BUSINESS OPPORTUNITY AND FOR THE PURPOSE OF PROVIDING SERVICE/MANAGEMENT/PARTNERSHIP RELATIONSHIPS TO INCLUDE RAISING CAPITAL FOR THE COMPANY, AND

D. CULINARY CONSTRUCTION CO. DESIRES TO MAINTAIN THE CONFIDENTIALITY OF ITS CONFIDENTIAL INFORMATION, DESIGN AND TRADE SECRETS DISCLOSED TO THE RECIPIENTS AND TO PRESERVE TO ITSELF THE COMMERCIAL BENEFITS OF THE UTILIZATION THEREOF; AND

E. THE RECIPIENTS ACKNOWLEDGES THAT IT WILL BE RECEIVING CULINARY CONSTRUCTION CO.'S CONFIDENTIAL INFORMATION, DESIGN AND TRADE SECRETS, AND IT IS REQUIRED TO PROTECT THE INFORMATION IT RECEIVES FROM UNAUTHORIZED USE AND DISCLOSURE.

NOW, THEREFORE, IN CONSIDERATION OF THESE PREMISES AND THE MUTUAL COVENANTS HEREINAFTER CONTAINED, CULINARY CONSTRUCTION CO. AND THE RECIPIENTS AGREE AS FOLLOWS:

1. CONFIDENTIAL INFORMATION. CONFIDENTIAL INFORMATION, AS USED HEREIN, SHALL MEAN ANY INFORMATION NOT GENERALLY KNOWN TO THE PUBLIC PROVIDED BY CULINARY CONSTRUCTION CO. , ITS EMPLOYEES, REPRESENTATIVES OR AGENTS, TO THE RECIPIENTS AND CONVEYED IN WRITTEN, GRAPHIC, ORAL, OR PHYSICAL FORM INCLUDING, BUT NOT LIMITED TO, INTELLECTUAL PROPERTY, SOFTWARE, SCIENTIFIC KNOWLEDGE, KNOW HOW, PROCESSES, INVENTIONS, TECHNIQUES, FORMULAE, PATTERNS, COMPILATIONS, PROGRAMS, DEVICES, METHODS, PROCESSES, PRODUCTS, BUSINESS OPERATIONS, CUSTOMER REQUIREMENTS, DATA, PLANS OR OTHER RECORDS, ANALYSIS, COMPILATIONS, STUDIES, AND/OR OTHER DOCUMENTATION PROVIDED BY OR ON BEHALF OF CULINARY CONSTRUCTION CO. TO THE RECIPIENTS OR TO ANY OF THE RECIPIENTS'S EMPLOYEES, REPRESENTATIVES OR AGENTS. CONFIDENTIAL INFORMATION SHALL INCLUDE INFORMATION OWNED OR DISCLOSED TO CULINARY CONSTRUCTION CO. BY THIRD PARTIES THAT CULINARY CONSTRUCTION CO. TREATS AS OR IS OBLIGATED TO MAINTAIN AS CONFIDENTIAL.

2. TRADE SECRETS. TRADE SECRETS, AS USED HEREIN, SHALL MEAN CONFIDENTIAL INFORMATION THAT:

(A) DERIVES INDEPENDENT ECONOMIC VALUE, ACTUAL OR POTENTIAL, FROM NOT BEING GENERALLY KNOWN TO, AND NOT BEING READILY ASCERTAINABLE BY ANY PROPER MEANS BY, OTHER PERSONS WHO CAN OBTAIN ECONOMIC VALUE FROM ITS DISCLOSURE OR USE; AND

(B) IS THE SUBJECT OF EFFORTS THAT ARE REASONABLE UNDER THE CIRCUMSTANCES TO MAINTAIN ITS SECRECY.

3. LIMITED USE. ANY CONFIDENTIAL INFORMATION DISCLOSED BY CULINARY CONSTRUCTION CO. TO THE RECIPIENTS IS INTENDED FOR THE RECIPIENTS OWN LIMITED USE IN ORDER TO DETERMINE WHETHER IT DESIRES TO ENTER INTO A BUSINESS RELATIONSHIP WITH CULINARY CONSTRUCTION CO. .

4. EXCLUSIONS. CONFIDENTIAL INFORMATION DOES NOT INCLUDE INFORMATION THAT RECIPIENT CAN DEMONSTRATE, DOCUMENT, AND PROVE BY CLEAR AND CONVINCING EVIDENCE THAT IT IS:

(A) IN THE PUBLIC DOMAIN THROUGH NO FAULT OF THE RECIPIENTS;

(B) RIGHTFULLY KNOWN TO THE RECIPIENTS WITHOUT AN OBLIGATION OF CONFIDENTIALITY PRIOR TO SUCH DISCLOSURE;

(C) LAWFULLY RECEIVED BY THE RECIPIENTS WITHOUT AN OBLIGATION OF CONFIDENTIALITY FROM A SOURCE OTHER THAN CULINARY CONSTRUCTION CO. AFTER THE INFORMATION HAD BEEN DISCLOSED BY CULINARY CONSTRUCTION CO. ;

(D) INDEPENDENTLY DEVELOPED FOR THE RECIPIENTS BY PERSONS WITHOUT ACCESS TO THE CONFIDENTIAL INFORMATION; OR

(E) DISCLOSED WITH THE PRIOR WRITTEN APPROVAL OF CULINARY CONSTRUCTION CO. .

IF RECIPIENT MAINTAINS THAT ANY ONE OR MORE OF THE EXCLUSIONS WITHIN THIS PARAGRAPH 4 ARE APPLICABLE TO ANY INFORMATION OTHERWISE WITHIN THE DEFINITION OF CONFIDENTIAL INFORMATION, THEN AT LEAST 30 DAYS BEFORE USING OR DISCLOSING SUCH INFORMATION, RECIPIENT SHALL SO ADVISE CULINARY CONSTRUCTION CO. IN WRITING, STATING IN DETAIL ITS REASONS THEREFORE, CITING AND SPECIFICALLY REFERRING TO THE DOCUMENTS OR CIRCUMSTANCES ON WHICH IT IS RELYING, AND PROVIDING COPIES OF ALL CITED DOCUMENTS.

5. OBLIGATIONS OF THE RECIPIENTS. THE RECIPIENTS AGREES TO, AND TO CAUSE ITS EMPLOYEES, REPRESENTATIVES OR AGENTS TO:

(A) HOLD THE CONFIDENTIAL INFORMATION IN STRICT CONFIDENCE AND NOT DISCLOSE SUCH CONFIDENTIAL INFORMATION TO ANY THIRD PARTY EXCEPT AS SPECIFICALLY AUTHORIZED IN THIS AGREEMENT;

(B) RESTRICT THE DISCLOSURE OF THE CONFIDENTIAL INFORMATION ONLY TO THOSE EMPLOYEES, REPRESENTATIVES AND AGENTS OF RECIPIENT WHO REQUIRE SUCH INFORMATION FOR THE PURPOSES OF RECIPIENT'S EVALUATION OF WHETHER IT DESIRES TO ENTER INTO A BUSINESS RELATIONSHIP WITH CULINARY CONSTRUCTION CO. ;

(C) CAUSE ANY EMPLOYEES, REPRESENTATIVES OR AGENTS TO WHOM ANY CONFIDENTIAL INFORMATION IS DISCLOSED, PRIOR TO ACCESS TO OR DISCLOSURE OF CONFIDENTIAL INFORMATION, TO AGREE IN WRITING TO CONFIDENTIALITY OBLIGATIONS NO LESS STRINGENT THAN THE OBLIGATIONS IN THIS AGREEMENT;

(D) BE RESPONSIBLE FOR (I) ENSURING THAT ALL EMPLOYEES, REPRESENTATIVES OR AGENTS TO WHOM ANY CONFIDENTIAL INFORMATION IS DISCLOSED COMPLY WITH THE OBLIGATIONS PROVIDED HEREIN, AND (II) PREVENTING USE OR DISCLOSURE OF CONFIDENTIAL INFORMATION BY RECIPIENT'S EMPLOYEES, REPRESENTATIVES AND AGENTS;

(E) NOT USE ANY CONFIDENTIAL INFORMATION FOR A PURPOSE OTHER THAN DETERMINING WHETHER IT DESIRES TO ENTER INTO A BUSINESS RELATIONSHIP WITH CULINARY CONSTRUCTION CO. ; AND

(F) NOTIFY CULINARY CONSTRUCTION CO. OF ANY UNAUTHORIZED USE OR DISCLOSURE OF THE CONFIDENTIAL INFORMATION.

RECIPIENT ACKNOWLEDGES THAT ALL CONFIDENTIAL INFORMATION DISCLOSED TO IT IS IN FACT CONFIDENTIAL INFORMATION OF CULINARY CONSTRUCTION CO. . FURTHER, RECIPIENT ACKNOWLEDGES THAT IT SHALL BE LIABLE FOR ANY UNAUTHORIZED USE OR DISCLOSURE OF ANY CONFIDENTIAL INFORMATION BY ITS EMPLOYEES, REPRESENTATIVES OR AGENTS.

6. NO REPRESENTATIONS OR WARRANTIES OF ACCURACY. THE CONFIDENTIAL INFORMATION PROVIDED TO THE RECIPIENTS BY OR ON BEHALF OF CULINARY CONSTRUCTION CO. DOES NOT PURPORT TO BE ALL INCLUSIVE NOR NECESSARILY TO CONTAIN ALL OF THE INFORMATION THAT THE RECIPIENTS MAY REQUEST. NEITHER CULINARY CONSTRUCTION CO. NOR ANY OF ITS EMPLOYEES, REPRESENTATIVES OR AGENTS MAKES ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF ANY OF THE CONFIDENTIAL INFORMATION, WHETHER IN WHOLE OR IN PART AND NO LEGAL LIABILITY IS ASSUMED BY ANY OF THEM WITH RESPECT HERETO.

7. RETURN OF INFORMATION. IF RECIPIENT DETERMINES THAT IT DOES NOT DESIRE TO PURSUE A BUSINESS RELATIONSHIP WITH CULINARY CONSTRUCTION CO. , OR THE BUSINESS RELATIONSHIP IS NOT CONSUMMATED FOR ANY REASON (INCLUDING DEFAULT BY CULINARY CONSTRUCTION CO.), OR UPON REQUEST BY CULINARY CONSTRUCTION CO. AT ANY TIME, THE RECIPIENTS SHALL PROMPTLY DESTROY OR RETURN TO CULINARY CONSTRUCTION CO. ALL OF CULINARY CONSTRUCTION CO. PROPERTY, INCLUDING ANY MATERIALS, DOCUMENTS, PLANS, RECORDS, NOTES, OR OTHER PAPERS, ALL COMPUTER FILES, DISKETTES, OR OTHER ELECTRONICALLY STORED MATERIALS, AND ANY COPIES IN RECIPIENT'S POSSESSION OR CONTROL, THAT RELATE IN ANY WAY TO THE BUSINESS OR CONTAIN OR EMBODY CONFIDENTIAL INFORMATION.

8. BREACH. THE RECIPIENTS UNDERSTANDS THAT CULINARY CONSTRUCTION CO. BUSINESS APPLICATIONS AND STRATEGIES COULD MATERIALLY IMPACT THE RESTAURANT, ENTERTAINMENT AND RETAIL INDUSTRY(S). IN THE EVENT OF A BREACH OR THREATENED BREACH OF THIS AGREEMENT BY RECIPIENT, CULINARY CONSTRUCTION CO. SHALL BE ENTITLED TO TEMPORARY, PRELIMINARY, AND PERMANENT INJUNCTIVE RELIEF REQUIRING RECIPIENT TO COMPLY WITH, ABIDE BY, HONOR AND FULFILL THE TERMS OF THIS AGREEMENT, AND CULINARY CONSTRUCTION CO. SHALL NOT BE REQUIRED TO POST ANY BOND IN ORDER TO OBTAIN TEMPORARY OR PRELIMINARY INJUNCTIVE RELIEF. THE PARTIES AGREE THAT BREACH OF THIS AGREEMENT WOULD RESULT IN IRREPARABLE HARM TO CULINARY CONSTRUCTION CO. , AND THAT CULINARY CONSTRUCTION CO. REMEDY AT LAW WOULD BE INADEQUATE.

9. RECIPIENT DEFINED. ANY REFERENCE IN THIS AGREEMENT TO RECIPIENT SHALL INCLUDE ANY PERSON OR ENTITY DIRECTLY OR INDIRECTLY CONTROLLED BY, CONTROLLING OR UNDER COMMON CONTROL WITH THE RECIPIENTS. AS USED IN THIS PARAGRAPH "CONTROL" SHALL REFER TO THE POWER TO DIRECT OR CAUSE THE DIRECTION OF THE MANAGEMENT AND POLICIES OF ANOTHER ENTITY, WHETHER THROUGH OWNERSHIP OF VOTING SECURITIES, BY CONTRACT OR OTHERWISE.

10. NO OWNERSHIP RIGHTS OR LICENSE. CULINARY CONSTRUCTION CO. RETAINS ALL OWNERSHIP RIGHTS IN THE CONFIDENTIAL INFORMATION, INCLUDING OWNERSHIP OF ANY PHYSICAL EMBODIMENT OF SUCH CONFIDENTIAL INFORMATION (INCLUDING, BUT NOT LIMITED TO, ANY DOCUMENTS OR ELECTRONICALLY-

STORED MATERIALS). NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED TO CONVEY TO RECIPIENT ANY RIGHT, TITLE OR INTEREST IN ANY CONFIDENTIAL INFORMATION, OR ANY LICENSE TO USE, EXPLOIT, COPY OR FURTHER DEVELOP ANY CONFIDENTIAL INFORMATION.

11. TERM. THE RECIPIENTS'S OBLIGATIONS PURSUANT TO PARAGRAPH 5 OF THIS AGREEMENT SHALL EXPIRE THREE (3) YEARS FOLLOWING THE DISCLOSURE OF CONFIDENTIAL INFORMATION PURSUANT TO THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, THE RECIPIENTS AGREES NOT TO USE FOR ANY PURPOSE WHATSOEVER OR DISCLOSE THE TRADE SECRETS OF CULINARY CONSTRUCTION CO. AT ANY TIME HEREAFTER EXCEPT AS NECESSARY FOR THE PERFORMANCE OF ITS DUTIES UNDER THIS AGREEMENT. THE RIGHTS OF CULINARY CONSTRUCTION CO. TO PROTECTION OF ITS TRADE SECRETS IN THIS AGREEMENT ARE IN ADDITION TO THE RIGHTS THAT CULINARY CONSTRUCTION CO. HAS UNDER COMMON OR STATUTORY LAW FOR THE PROTECTION OF ITS TRADE SECRETS. NONE OF CULINARY CONSTRUCTION CO. RIGHTS UNDER TRADE SECRET, COPYRIGHT OR PATENT LAWS SHALL BE LIMITED BY, OR ABANDONED UPON THE EXPIRATION OF, THIS AGREEMENT.

12. NO WAIVER OF RIGHTS. NO FAILURE OR DELAY BY CULINARY CONSTRUCTION CO. IN EXERCISING ANY RIGHT, POWER, PRIVILEGE OR REMEDY HEREUNDER SHALL OPERATE AS A WAIVER THEREOF, NOR SHALL ANY SINGLE OR PARTIAL EXERCISE THEREOF PRECLUDE ANY OTHER OR FURTHER EXERCISE THEREOF OR THE EXERCISE OF ANY RIGHT, POWER, PRIVILEGE OR REMEDY HEREUNDER.

13. NOTICES. ALL NOTICES, REQUESTS, DEMANDS AND OTHER COMMUNICATIONS REQUIRED OR PERMITTED TO BE GIVEN UNDER THIS AGREEMENT SHALL BE GIVEN IN WRITING, AND DELIVERED TO THE PARTIES AT THEIR RESPECTIVE ADDRESSES AS SET FORTH BELOW (OR AT SUCH OTHER ADDRESSES AS THE PARTIES MAY DESIGNATE BY WRITTEN NOTICE IN THE MANNER AFORESAID), IN ONE OF THE FOLLOWING WAYS, AT THE OPTION OF THE PARTY GIVING THE NOTICE: (I) BY HAND DELIVERY; (II) BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED AND PROPER POSTAGE PREPAID; OR (III) BY A NATIONALLY RECOGNIZED OVERNIGHT COURIER SERVICE SUCH AS FEDERAL EXPRESS.

IF TO CULINARY CONSTRUCTION CO. :

SPENCER JEROME STUART - CEO
CULINARY CONSTRUCTION CO. , LLC
1713 LIBERTY LANE
ROSWELL, GA. 30075

IF TO RECIPIENT: _____

14. ATTORNEYS' FEES. THE RECIPIENTS SHALL INDEMNIFY, DEFEND AND HOLD CULINARY CONSTRUCTION CO. HARMLESS FROM ALL ATTORNEYS' FEES AND COSTS PAID OR INCURRED BY OR ON BEHALF OF CULINARY CONSTRUCTION CO. RELATING TO ANY BREACH OR THREATENED BREACH OF THIS AGREEMENT BY THE RECIPIENTS, WHETHER OR NOT SUCH FEES AND COSTS ARE PAID OR INCURRED IN LITIGATION.

15. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF GEORGIA, WITHOUT REGARD TO ITS CONFLICTS OF LAWS RULES.

16. VENUE. IN ANY LEGAL ACTION RELATING TO OR ARISING FROM THIS AGREEMENT, THE PARTIES (A) IRREVOCABLY CONSENT AND SUBMIT TO THE EXCLUSIVE VENUE AND JURISDICTION OF THE STATE COURTS FOR THE COUNTY IN WHICH CULINARY CONSTRUCTION CO. 'S PRINCIPAL PLACE OF BUSINESS IS THEN LOCATED OR THE UNITED STATES DISTRICT COURT FOR THE DISTRICT IN WHICH CULINARY CONSTRUCTION CO. 'S PRINCIPAL PLACE OF BUSINESS IS THEN LOCATED, AND (B) WAIVE ANY AND ALL RIGHT TO OBJECT TO JURISDICTION AND VENUE IN SAID COURTS, OR TO SEEK TRANSFER OF ANY SUCH ACTION AWAY FROM SAID COURTS.

17. SEVERABILITY. IF ANY TERM, COVENANT, PROVISION OR CONDITION OF THIS AGREEMENT, OR THE APPLICATION THEREOF TO ANY PERSON OR CIRCUMSTANCE SHALL BE TO ANY EXTENT HELD INVALID OR UNENFORCEABLE, SUCH TERM, COVENANT, PROVISION OR CONDITION SHALL BE GIVEN ITS NEAREST LEGAL MEANING OR OTHERWISE CONSTRUED AS SUCH AUTHORITY DETERMINES. THE REMAINDER OF THIS AGREEMENT OR THE APPLICATION OF SUCH TERMS, COVENANTS, PROVISIONS AND CONDITIONS TO THE PARTIES OR CIRCUMSTANCES OTHER THAN THOSE AS TO WHICH IT IS HELD INVALID OR UNENFORCEABLE, SHALL NOT BE AFFECTED THEREBY AND EACH TERM, COVENANT, PROVISION OR CONDITION OF THIS AGREEMENT SHALL BE VALID AND ENFORCEABLE TO THE FULLEST EXTENT PERMITTED BY LAW.

18. MODIFICATION. NO CHANGE, MODIFICATION, AMENDMENT, TERMINATION, OR ATTEMPTED WAIVER OF ANY OF THE PROVISIONS OF THIS AGREEMENT SHALL BE VALID OR BINDING UPON ANY PARTY HERETO UNLESS REDUCED TO WRITING AND SIGNED BY CULINARY CONSTRUCTION CO. AND THE RECIPIENTS.

19. PARAGRAPH HEADINGS. THE PARAGRAPH HEADINGS USED IN THIS AGREEMENT ARE FOR CONVENIENCE ONLY, AND SHALL NOT BE USED IN INTERPRETING OR CONSTRUING ANY PROVISION OF THIS AGREEMENT.

20. ENTIRE AGREEMENT. THIS AGREEMENT EXPRESSES THE FINAL AGREEMENT AND UNDERSTANDING BETWEEN THE PARTIES AS TO THE SUBJECT MATTER HEREOF. ANY AND ALL PRIOR AGREEMENTS, UNDERSTANDINGS AND REPRESENTATIONS ARE HEREBY TERMINATED AND CANCELED IN THEIR ENTIRETY AND ARE OF NO FURTHER FORCE AND EFFECT.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED AS OF THE DATE FIRST ABOVE WRITTEN.

CULINARY CONSTRUCTION CO. , LLC

SIGNATURE – SPENCER JEROME STUART

SIGNATURE – _____

TITLE

TITLE

PRINT NAME

SIGNATURE – _____

CEO-PRESIDENT

TITLE

TITLE