

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (“Agreement”) is made effective as of the date of acceptance of the Agreement via the contact form at (webpage): <https://kegeratorvending.com/investor-relations-contact-us-page/> (“Contact Form”). This Agreement is entered into by and between KVM Technologies LLC, a California limited liability company (“KVM Tech”) and the individual, trust or other entity provided on the Contact Form (“you”). KVM and you are also referred to as “party,” individually, and “parties,” collectively, sometimes herein.

1. Purpose. KVM Tech and you wish to explore potential business or investment opportunities of mutual interest related to KVM Tech’s KVM®, also known as Kegerator Vending Machine™ (“KVM”). The parties acknowledge that the KVM consists of KVM Tech’s proprietary beverage tap control system (known as the “KVM Topper”), as attached to a standard kegerator refrigeration unit, that is designed to dispense various beverage liquids, such as cold brew coffee, kombucha and more from beverage kegs and/or Bag-in-Box (BiB) containers through the tap faucets of the KVM Topper using pressurized gas and/or an electronic pump delivery system. Via its integrated Point-of-Sale (POS) payment system, the KVM can charge users for each ounce of beverage liquid poured or dispensed by way of the KVM, or it can be configured to dispense beverage liquids at no cost to its users. The KVM’s proprietary software also allows for the remote, online monitoring of sales and transaction data, inventory levels, temperature data, gas pressure levels, as well as other functionality. In connection with these opportunities, KVM Tech has disclosed and may disclose to you, and you may disclose to KVM Tech, certain confidential, technical, financial, and business information that the disclosing party desires the receiving party to treat as confidential.

2. Confidential Information. “Confidential Information” means any proprietary information or technology, technical, financial or other data, trade secrets, know-how, practices, procedures, methods or technics, including, but not limited to ideas, concepts, designs, inventions, systems, components, formulations, plans, pricing, projections, documents, drawings, hardware and software (including source or object codes), patented or unpatented, as well as any brands, products, services, Contacts (as hereinafter defined), customers, customer lists or other business information, which relates, in whole or in part, to you or KVM Tech, as disclosed to a receiving party by a disclosing party, either directly or indirectly, orally, in writing, electronically or by inspection of equipment or facilities. Confidential Information shall include any information disclosed by disclosing party to receiving party on or before the date hereof that would have been subject to this Agreement if disclosed pursuant hereto. Confidential Information may also include information disclosed to receiving party by third parties affiliated with disclosing party. Confidential Information shall not, however, include any information which a receiving party can establish (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; (ii) becomes publicly known and made generally available after disclosure to the receiving party through no action or inaction of the receiving party; or (iii) is in the possession of the receiving party, without confidentiality restrictions, at the time of disclosure by the disclosing party as shown by the receiving party's files and records immediately prior to the time of disclosure. Nothing in this Agreement shall be deemed to prohibit the receiving party from disclosing any Confidential Information that is (i) required by law or (ii) pursuant to the written consent of the disclosing party; *provided, however*, that in the event of such requirement, prior to disclosing any Confidential Information, the receiving party will notify the disclosing party of the scope and source of such legal requirement and shall give the disclosing party the opportunity to challenge the need to disclose and/or limit the scope of disclosed information.

3. Non-Use and Non-Disclosure. Each party agrees not to use any Confidential Information for any purpose except to evaluate and engage in discussions concerning a potential business relationship between KVM Tech and you. Each party agrees not to disclose any Confidential Information to third parties or to its employees, except to those employees who are required to have the information in order to evaluate or engage in discussions concerning the contemplated business relationship. The parties shall not analyze, reverse engineer, disassemble or duplicate any samples, prototypes or other tangible objects,

machines or equipment which embody either party's Confidential Information that are provided to the receiving party hereunder.

4. Maintenance of Confidentiality. Each party agrees that it shall take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. Without limiting the foregoing, each party shall take at least those measures that the party takes to protect its own most highly confidential information and shall not disclose any Confidential Information to any third party or allow any third-party access to any Confidential Information. Each party shall have its employees who have access to Confidential Information sign a non-use and non-disclosure agreement in content substantially similar to the provisions hereof, prior to any disclosure of Confidential Information to such employees. Neither party shall make any copies of Confidential Information unless the same are previously approved in writing by the other party. Each party shall reproduce the other party's proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth in or on the original. Each party shall immediately notify the other party in the event of any unauthorized use or disclosure of the Confidential Information.

5. Non-Circumvention. Each party agrees not to circumvent, avoid, bypass or obviate the other party, directly or indirectly, to avoid payment of fees or commissions in any transactions with any corporation, partnership or individual revealed by either party to the other (referred to herein as "Contacts"), in connection with any project or transaction, involving any product or services, any additions, renewals, extension or rollovers, or agreements or third party assignments thereof or to transact business with Contacts. Each party agrees that it will not in any manner solicit, nor accept, any business in any manner from Contacts of the other party, without the express permission of the other party.

6. No Obligation. Nothing herein shall obligate KVM Tech or you to establish any business relationship between them, and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the business opportunity.

7. No Warranty. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.

8. Return of Materials. All documents and other tangible objects containing or representing Confidential Information and all copies thereof which are in the possession of a receiving party shall be and remain the property of the disclosing party and shall be promptly returned to disclosing party upon its request.

9. No License. Nothing in this Agreement is intended to grant any rights to either party under any patent, copyright, trademark, trade name, trade secret, or other proprietary right of either party, nor shall this Agreement grant either party any rights in or to Confidential Information except as expressly set forth herein.

10. Term. This Agreement shall remain in effect for a period of twenty-four (24) months from the date this Agreement was made unless terminated sooner by mutual agreement of the parties.

11. Third Parties Bound. Each party agrees and accepts full responsibility and liability for itself, its officers, directors, owners, shareholders, members, managers, agents, employees, representatives, principals, employees and any other related parties or professionals to be bound by the terms of this Agreement.

12. Injunctive Relief. The parties agree that any violation or threatened violation of this Agreement will cause irreparable injury to the disclosing party and that monetary damages may be inadequate to compensate the disclosing party in such event. Therefore, the disclosing party shall be entitled to obtain injunctive relief, in addition to all other legal remedies available to it, to enforce the provisions of this Agreement.

13. Attorneys' Fees. In the event that any action or proceeding arises concerning this Agreement, the prevailing party shall be entitled to be reimbursed for the costs of such action or proceeding, including attorneys' fees and expert witness fees, in addition to any other relief which may be awarded.

14. Indemnification. Each party hereby agrees to indemnify the other party from any damages, losses, costs, and expenses suffered by it related to any breach hereof by the other party, its parties, agents, or affiliates.

15. Miscellaneous. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their affiliates, successors, and assignees in the same manner the parties are bound by this Agreement. This Agreement shall be governed by the laws of the State(s) in which the parties are situated, and the parties agree that any and all lawsuits be filed in the County of either party's principal place of business or residence. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision hereof. In the event that any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Agreement shall continue in full force and effect without said provision. This Agreement sets forth the entire understanding and agreement of the parties with regard to the subject matter hereof and supersedes all prior and contemporaneous written and oral agreements, arrangements and understandings related to the subject matter hereof. In the event of any inconsistency between this Agreement and any statement contained in or transmitted with any Confidential Information, this Agreement shall control. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties hereto. The captions to the several sections hereof are not a part of this Agreement but are included merely for convenience of reference only and shall not affect its meaning or interpretation. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and both together shall be deemed to be one and the same agreement, or in accordance with the Electronic Signatures in Global and National Commerce Act of 2000 (15 U.S.C. §7001).