

CONFIDENTIALITY AGREEMENT

BETWEEN

MSC Cruises S.A., a company incorporated under the laws of Switzerland with registered offices in Geneva (1206), Switzerland, Avenue Eugène-Pittard 40;

Hereinafter referred to as "**MSC**"

AND

MAD FRESH ENTERTAINMENT INC. DBA SHIPSOMNIA of 13900 Panay Way APT-R118, Marina del Rey California 90292

Hereinafter referred to as "**[MAD FRESH]**"

MSC and MAD FRESH may also be referred to individually as "**Party**" and collectively as "**Parties**".

RECITALS:

Whereas the Parties are evaluating a potential partnership (the "**Possible Project**") and wish to enter into discussions regarding the Possible Project.

Whereas the Parties are willing, in accordance with the terms and conditions of this Agreement, to disclose to each other some Confidential Information (as defined below) in relation to the Possible Project (as defined above).

THE PARTIES AGREE AS FOLLOWS:

1. Definitions

In this Agreement:

"Affiliated Company" shall mean for a Party any company or legal entity which Controls such Party, or is Controlled by such Party, or is Controlled by an entity that Controls such Party. "Control" means having the right to direct the management and policies of an entity, whether through the ownership directly or indirectly of more than 50 percent of the voting rights, by contract or otherwise.

"Confidential Information" means any and all information (whether marked confidential or otherwise) including but not limited to data, reports, records, correspondence, notes, compilations, studies, forecasts, analyses, renderings, sketches, trade secrets, operations, processes, plans, intentions, product information, prices, know-how, designs, customer lists, market opportunities, transactions, affairs and/or business of the Disclosing Party and/or its Affiliates, and/or relating to their respective directors, officers, employees, shareholders, customers, suppliers, clients, analysts, consultants, business associates or Affiliates in or on any medium or format, whether in writing or oral, whether disclosed and/or obtained prior to, on, or after the date of this Agreement, for the purpose of, or in the course of, considering, negotiating, advising or furthering the Possible Project. Confidential Information in all cases excludes information that:

- (i) is already in the public domain or enters the public domain other than through the act or omission of the Receiving Party; or
- (ii) can be demonstrated to be already known by the Receiving Party before the date the information is disclosed to the Receiving Party by the Disclosing Party or is lawfully obtained by the Receiving Party from a third party which, as far as the Receiving Party is aware, is not otherwise subject to any obligation of confidentiality; or
- (iii) is independently developed by the Receiving Party without reference to, use of or access to the Confidential Information of the Disclosing Party, as evidenced by its written records.

"Disclosing Party" means the Party who provides Confidential Information to the other Party.

"Group" means a Party and its Affiliated Companies.

"Permitted Purpose" means considering and evaluating of the Possible Project.

"Receiving Party" means the Party who receives Confidential Information from the other Party.

2. Confidentiality Undertaking

- 2.1 In consideration of the Disclosing Party agreeing to make available Confidential Information, the Receiving Party hereby undertakes to the Disclosing Party:
- (a) to keep the Confidential Information confidential and not to disclose it to anyone except as provided for by clause 3 below and to ensure that the Confidential Information is protected with security measures and a degree of care that would apply to its own confidential information;
 - (b) to keep confidential and not disclose to anyone the fact that the Confidential Information has been made available or that discussions or negotiations are taking place or have taken place between the Disclosing Party and the Receiving Party (and the status or terms of such discussions) in connection with the Possible Project; and
 - (c) to use, and permit the use of, the Confidential Information only in connection with the Permitted Purpose.
- 2.2 The Disclosing Party hereby represents and warrants that it has the right and authority to disclose the Confidential Information to Receiving Party on the terms of this Agreement. The Disclosing Party makes no representations or warranties, express or implied, as to the quality, accuracy and completeness of the Confidential Information. Absent fraud, wilful misconduct or bad faith, the Disclosing Party and the other members of its Group, their respective officers, directors and employees shall have no liability whatsoever regarding the use of or reliance upon the Confidential Information by the Receiving Party.
- 2.3 The Receiving Party shall acquire no proprietary interest in or rights to the Confidential Information.

3. Permitted Disclosure

- 3.1 The Receiving Party may disclose the Confidential Information:
- (a) without the Disclosing Party's prior written consent, to members of the Receiving Party's Group and their officers, directors, employees on a "need to know" basis to carry out the Permitted Purpose;
 - (b) without the Disclosing Party's prior written consent, to any professional consultant, auditor or advisor (including legal advisor) engaged by the Receiving Party in order to carry out the Permitted Purpose;
 - (c) without the Disclosing Party's prior written consent and only to the extent necessary for the Permitted Purpose, to any investor, potential partner, insurance company or bank funding or proposing to participate in the Possible Project, including any professional consultant retained by such person;
 - (d) without the Disclosing Party's prior written consent (i) where requested or required by any court of competent jurisdiction or any competent judicial, governmental, supervisory or regulatory body, (ii) where required by the rules of any stock exchange on which the shares or other securities of any member of the Receiving Party's Group are listed or (iii) where required by the laws or regulations of any country with jurisdiction over the affairs of any member of the Receiving Party's Group; or
 - (e) with the prior written consent of the Disclosing Party.
- 3.2 Prior to making any such disclosure to persons under paragraph (b) and (c) above, the Receiving Party shall obtain an undertaking of confidentiality, in substantially the same form and content as this Agreement, from each person save in the case of outside counsel who are subject to professional obligations to maintain the confidentiality of the Confidential Information.
- The Receiving Party shall be responsible for ensuring that all persons to whom the Receiving Party discloses the Confidential Information under this Agreement shall keep such information confidential and shall not disclose or divulge the same to any unauthorized person.
- 3.3 A Party may be irreparably harmed by any breach of the terms of this Agreement and that damages alone may not necessarily be an adequate remedy; accordingly, the Receiving Party hereby acknowledges that the Disclosing Party shall be entitled to immediate injunctive relief, specific performance and other equitable relief in the event of any breach of the terms of this Agreement.
- 3.4 The liability of the Parties to each other for breach of this Agreement shall be limited to direct actual damages only. Such direct actual damages shall be the sole and exclusive remedy, and all other remedies or damages at law or in

equity are waived except such equitable relief as may be granted under Article 3.3. In no event shall the Parties be liable to each other for any other damages, including loss or deferment of revenue or profits or loss of opportunity or any incidental, indirect, consequential, special, or punitive damages, regardless of negligence or fault.

4. Notification of Required or Unauthorised Disclosure

- 4.1 The Receiving Party will make all reasonable efforts (to the extent permitted by law) to inform the Disclosing Party (i) of any disclosure under clause 3.1(d) and to the extent permitted by law to seek the Disclosing Party's approval regarding the content of such disclosure or (ii) upon becoming aware that Confidential Information has been disclosed in breach of this Agreement.
- 4.2 For the avoidance of doubt, nothing in this Agreement shall prevent the Disclosing Party from seeking a protective order or other legal measures to prevent or restrict the extent of disclosure the Receiving Party may be required to make pursuant to Clause 3.1(d).

5. Return/Destruction of Copies

- 5.1 If the Disclosing Party so requests in writing, the Receiving Party shall either return or destroy (choice between return and destruction at the option of the Receiving Party) within 20 days of such written request all Confidential Information and permanently erase all copies in its possession and use all reasonable endeavours to ensure that anyone to whom the Receiving Party has supplied any Confidential Information pursuant to paragraphs (a), (b), (c) and (e) of Clause 3.1 destroys such Confidential Information and permanently erases any copies made by them, provided that the Receiving Party or the said recipients may retain any such Confidential Information subject to the provisions of this Agreement (i) where required by any applicable law, rule or regulation or by any competent judicial, governmental, supervisory or regulatory body or in accordance with internal policy, or (ii) where the Confidential Information has been disclosed under clause 3.1(d) above, or (iii) where such Confidential Information has been stored in the Receiving Party's electronic back-up systems pursuant to the automated and routine back-up procedure generally applicable to all the Receiving Party's electronic data if the Confidential Information will be destroyed in accordance with the regular ongoing records retention process of Receiving Party or such person and if the Confidential Information is not used prior to its destruction.
- 5.2 If requested in writing by the Disclosing Party, the Receiving Party shall provide an official certificate to the Disclosing Party to the effect that the foregoing terms and conditions of this clause have been complied with.

6. Term

This Agreement shall terminate on the earlier of: i) the date the Receiving Party and the Disclosing Party enter into a binding agreement in relation to the Possible Project which contains obligations of confidentiality, ii) 2 years after the date of this Agreement; or ii) 12 months after the Receiving Party notify the Disclosing Party it has returned or destroyed all Confidential Information supplied to the Receiving Party by the Disclosing Party and destroyed and permanently erased all copies of Confidential Information made by it (other than any such Confidential Information or copies which have been disclosed under clause 3.1(d) above or which, pursuant to clause 5 above, are not required to be returned or destroyed).

7. No Partnership and Acknowledgements

- 7.1 Entering into this Agreement and disclosing and receiving the Confidential Information will not commit either Party to enter into any further contract in connection with the Possible Project, or any other product or service to which the Confidential Information relates. This Agreement shall not constitute nor should it be construed to constitute an offer or commitment to proceed with the Possible Project.
- 7.2 The decision of a Party to proceed with the Possible Project is within the absolute discretion of such Party and unless and until mutually agreed definitive and legally binding written and executed agreements are entered into by the Parties with respect to the Possible Project, no duty of any kind (other than the obligations of confidentiality pursuant to this Agreement) is owed by a Party to the other Party in connection therewith and each Party shall be entitled to withdraw from discussions relating to the Possible Project without liability of any kind to the other Party, provided that the terms of this Agreement are otherwise complied with.
- 7.3 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute any Party the agent of another Party, or authorise any Party to make or enter into commitments for, or on behalf of the other Party.

8. No Waiver; Amendments

No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver thereof nor will any single or partial exercise of any right, power or privilege preclude any further exercise thereof or the exercise of any other right, power or privileges under this Agreement. This Agreement may only be amended or modified by written agreement between the Receiving Party and the Disclosing Party.

9. Third Parties' Rights

Nothing in this Agreement shall be considered or construed as conferring any right or benefit on a person not a party to the Agreement and the Parties do not intend that any term of the Agreement should be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not a party to the Agreement.

10. Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of England and Wales but without reference to any conflict of law rules.

11. Jurisdiction

The High Court sitting in London shall have exclusive jurisdiction to settle any dispute arising out of or relating to this Agreement, including non-contractual disputes or claims, any question regarding its existence, validity or termination.

12. Entire Agreement

This Agreement comprises the full and complete agreement of the Parties regarding the disclosure of Confidential Information and supersedes and cancels all prior communications, understandings and agreements between the Parties relating to the Confidential Information, whether written or oral, expressed or implied.

13. Counterparts

This Agreement may be executed in counterparts and each counterpart shall be deemed an original Agreement for all purposes, provided that neither Party shall be bound to this Agreement until both Parties have executed a counterpart.

This Agreement has been entered into by the Parties hereto on the date stated at the beginning of this Agreement.

For and on behalf of MSC CRUISES S.A.

By:

Date: Sept 16, 2019

For and on behalf of MAD FRESH
ENTERTAINMENT INC. DBA Shipsomnia

ALESSANDRA MADERNI

By:

Date: Sept 16, 2019