

MUTUAL NON-DISCLOSURE AGREEMENT

THIS MUTUAL NON-DISCLOSURE AGREEMENT ("**Agreement**") is made and entered into as of

_____ ("**Effective Date**") between MOOD LTD LLC ("**Company**"), a

Florida limited liability company, and _____, ("**Client**")
(collectively, the "**Parties**", and each individually referred to as a "**Party**").

1. Purpose: The Parties wish to explore a business opportunity of mutual interest with one another, where Company will provide Client certain public relations services, and in connection therewith, the Parties desire to execute this Agreement in order to disclose with each other certain information, allowing each Party to evaluate, engage in, and service, the business opportunity with the other Party (the "**Business Purpose**"). Whereas, the Parties acknowledge the Business Purpose may give rise into a contractual relationship between the Parties where the Parties may execute an agreement which details the full scope of rights and obligations as it relates to each Party and the Business Purpose. Whereas, each Party possess certain valuable confidential and proprietary information regarding its company, brand, know-hows, techniques, processes, products, services, including, but not limited to, information regarding business and marketing plans, distribution channels, relationships with, and identities of, customers, investors, clients, buyers, sellers, agents, distributors, as well as financial information, business, marketing and operating information, geographic sales information, new media information, price comparison information, sales information and data, operating procedures and data, intellectual property, information about a Party's employees and contractors, and other confidential or proprietary information related to a Party's affairs (collectively referred to as "**Proprietary Business Information**"). Parties hereby agree as follows:

2. Confidential Information: The term "Confidential information" shall only include the Proprietary Business Information that is clearly and prominently marked as "**CONFIDENTIAL**," which is disclosed by either Party ("Disclosing Party") to the other Party ("Receiving Party"), and any agents thereof, in writing, orally, by demonstration, or by inspection, including, without limitation, documents, files, texts, emails, social media, links, source code, software, charts, graphs, and any other form of communication. Confidential Information shall not include any information (a) which the Receiving Party can establish was publicly known and made generally available in the public domain prior to the time of disclosure, other than as a result of an improper disclosure by a party hereto, or (b) was in Receiving Party's possession on a non-confidential basis prior to its disclosure.

3. Mutual Non-Disclosure of Confidential Information:

a) The Receiving Party agrees not to use, reveal, make available, or disclose, whether directly or indirectly, to any third party, any Confidential Information for any purpose except as approved in writing by Disclosing Party; *provided*, however that nothing herein restricts Company from using or disclosing, and Company may use and disclose, Confidential Information, when reasonable, in order to carry out the Business Purpose and to provide Client with public relation services. Further, the Receiving Party shall (a) not assist or enable anyone to access or use any of Confidential Information; and (b) not use or exploit any of the Confidential Information for any purpose whatsoever except in furtherance of the Business Purpose.

4. Maintenance of Confidentiality Information: The Receiving 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, Receiving Party shall take at least those measures that Receiving Party takes to protect its own most highly confidential information and shall have its employees and contractors, if any, who have access to Confidential Information sign a non-disclosure agreement in content substantially similar to the provisions of this Agreement, prior to any disclosure of Confidential Information to such employees or contractors. The Receiving Party shall not make any copies of Confidential Information unless the same are previously approved in writing by the Disclosing Party. The Receiving Party shall immediately notify the Disclosing Party, in writing, in the event of any unauthorized use or disclosure of the Confidential Information.

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

6. Return of Materials: All documents, electronically stored information, and other tangible objects containing or representing Confidential Information and all copies thereof which are in the possession of Receiving Party shall be and remain the property of the Disclosing Party and shall be promptly returned to the Disclosing Party upon the Disclosing Party's request or upon termination of this Agreement, whichever occurs first.

7. Termination: The Parties expressly acknowledge and agree that each Party's obligations and covenants under this Agreement shall continue from the Effective Date through six (6) months from the Date of Termination (defined below) of this Agreement; *provided*, however, that the obligations under Sections 1—

4, relating to Company's trade secrets, shall not terminate under any circumstance so long as such Confidential Information remains a trade secret as a matter of law.

8. Miscellaneous: This Agreement does not constitute a partnership, joint venture or other relationship between the Parties. This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns. This Agreement shall be governed by the laws of the State of Florida, without reference to conflict of laws principles. Individual hereby irrevocably consents to the personal jurisdiction of and agrees that the sole venue for any dispute arising in connection to this Agreement shall be the courts (state and federal) located within Orange County, Florida. The substantially prevailing party in any proceedings in connection with this Agreement shall be entitled to recover all reasonable attorneys' fees and costs from the non-substantially prevailing party. If any provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision and such invalid provision shall be deemed to be severed from the Agreement; *provided* that the Parties hereby agree prior to the Court severing the invalid provision, the Court should first amend the provision to give effect to the Parties' intent in the provision so as to avoid the invalidation of any such provision. This Agreement has been fully reviewed and negotiated by the parties hereto and their respective counsel. Accordingly, in interpreting this Agreement, no weight shall be placed upon which party hereto or its counsel drafted the provisions being interpreted. All notices, requests or demands hereunder shall be in writing and shall be delivered to either Party at the e-mail addresses stated below. This Agreement may be executed by electronic means and in any number of counterparts, each of which when so executed and delivered will be deemed an original, and all such counterparts together will constitute one and the same instrument.

Signature Page Follows

IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the date set forth as written above.

“CLIENT”

SIGN

(Printed Name and Title)

(Print Address)

(Email)

MOOD LTD LLC

“COMPANY”

SIGN

(Printed Name and Title)

(Print Address)

(Email)