

MUTUAL CONFIDENTIAL DISCLOSURE AGREEMENT

This Mutual Confidential Disclosure Agreement, made as of the ____ day of _____, _____, by and between SohoMuse Inc., a Delaware corporation with offices at 11413 Moor Park Street, North Hollywood, California 91602 ("SohoMuse") and the Undersigned, allows for access to Confidential Information (defined below).

Whereas, the parties to this agreement are entering in to discussion with the purpose of exploring a further business relationship, and

Whereas, in order to facilitate discussions and make evaluations, the parties contemplate exchanging information, including proprietary and confidential information, and

Whereas, the parties agree to protect the confidential and proprietary information of the other.

The intent of this Agreement is to protect any such information which the parties elect to disclose, but not to obligate either party to disclose any information hereunder. In consideration of the parties' desire to receive Confidential Information and for being granted such access, the parties hereby agree as follows:

1. **CONFIDENTIAL INFORMATION** - For the purposes of this Agreement, "Confidential Information" shall mean all oral or written information relating to services and products, marketing strategies, customers, suppliers, sales estimates, business plans, and internal performance results, and all scientific or technical information, including, without limitation, all documentation, reports, data, specifications, software (both source and object code), flow charts, inventions, trade secrets, designs, processes, procedures, formulas or improvements, whether patentable or copyrightable, and all data, materials, documentation and record bearing media containing or disclosing any of such Confidential Information together with any summaries, declarations, extracts, analysis, compilations, studies or other documents or records which contain, reflect or are generated from such information provided pursuant to this Agreement.

2. **NON-CONFIDENTIAL INFORMATION** - Confidential Information shall not include information which is:

- a) in the recipient's possession as the result of it being rightfully obtained before disclosure by the disclosing party;
- b) rightfully acquired by the recipient from a third party who has rightfully obtained it without notice or obligation of confidence;
- c) or becomes part of the public domain through no fault of the recipient of the Confidentiality Information;
- d) independently developed by the recipient's employees, consultants, agents or affiliates who do not have knowledge of the Confidential Information;
- e) required to be disclosed pursuant to a judicial order or decree of governmental law or regulation, provided that the recipient promptly notifies the disclosing party of such requirement in writing and reasonable opportunity is allowed by the recipient for the disclosing party to file for or obtain a protective order or otherwise proceeds to protect under applicable law the interests of the disclosing party (with the recipient's reasonable cooperation).

Confidential Information disclosed pursuant to this Agreement shall not be deemed to be within the foregoing exceptions merely because such Confidential Information is embraced by more general information which is publicly known or in the possession of the recipient.

3. **NON-DISCLOSURE** - The parties agree to hold the Confidential Information in confidence and take all measures reasonably necessary to prevent Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information, and shall not disclose it without the disclosing parties' prior written consent to any person, firm or corporation, or to the public, or in any way whatsoever to parties other than recipients' employees, consultants, agents or affiliates having a reason to know and who have agreed in writing to preserve the confidentiality of the Confidential Information. The parties agree to treat the Confidential Information as confidential and proprietary to the disclosing party. The obligations of this Section also apply to the fact of the existence of the Confidential Information, of this Agreement and the occurrence of all meetings and communications of the parties which involve Confidential Information. The recipient of the Confidentiality Information shall promptly advise the disclosing party, in writing, of any misappropriation or misuse of the Confidential Information by any person, which may come to the recipient's attention.
4. **RETURN OF CONFIDENTIAL INFORMATION** - The recipient will, at its own expense, immediately return to the disclosing party, or certify as to its' destruction, the disclosing parties Confidential Information upon request. The duty of confidentiality imposed by this Agreement shall continue after the Confidential Information is returned by the recipient and until the disclosing party permits the termination of such duty of confidentiality.
5. **RIGHTS IN CONFIDENTIAL INFORMATION** - No license, interest, title or any other right is hereby granted in, to or under the Confidential Information. The recipient understands and agrees that it is not allowed to sell, license, transfer, use, disclose, develop or otherwise exploit any products, materials, service, documents or information which embodies in whole or in part any Confidential Information of the disclosing party.
6. **INJUNCTIVE RELIEF** - Because of the unique nature of the Confidential Information, the recipient understands and agrees that the disclosing party may suffer irreparable harm in the event that the recipient fails or threatens not to comply with any of the terms of this Agreement, and that monetary damages may be inadequate to compensate the disclosing party in such event. Accordingly, the recipient agrees that the disclosing party, in addition to any other remedies available to it at law or in equity, including the right to monetary damages, will be entitled to injunctive relief, without the posting of bond or other security, to enforce the terms of this Agreement.
7. **PRIOR DISCLOSURE** - This Agreement shall apply to any Confidential Information that may have been provided to or created by the recipient before the effective date hereof.
8. **DAMAGES LIMITATION. THE PARTIES PROVIDE THE CONFIDENTIAL INFORMATION ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND.** Neither party shall be liable for any damages arising out of the use of the Confidential Information. Disclosure of information concerning business plans is for planning purposes only. Either party may change or cancel its plans at any time. Therefore, use of such information is at the recipient's own risk.

9. **RELATIONSHIP** - This Agreement does not create a joint venture or partnership between the parties, and neither party is obligated to enter into any further contract or business relationship with the other.
10. **GENERAL** - This Agreement, its validity, construction and effect will be governed by the internal laws of the State of California without giving effect to its rules relating to conflicts of laws. The parties agree to submit to the personal jurisdiction of the courts of San Francisco County in the State of California, which shall be the exclusive venue for resolving all disputes hereunder

This Agreement can only be modified by a written amendment executed by both the parties.

Neither party may assign nor transfer (by operation of law or otherwise) this Agreement or its rights or delegate its duties or obligations under this Agreement without prior written consent. Any attempt to do so is void.

Waiver of any breach of this Agreement shall not be a waiver of any subsequent breach nor shall it be a waiver of the underlying obligation.

This agreement shall be effective as of the date executed, and shall continue until terminated in written notice by one of the parties. All obligations undertaken respecting Confidential Information shall survive termination of this agreement.

Should any action or proceeding arise concerning this Agreement, the prevailing party shall be entitled to be reimbursed for the costs of such action or proceeding, including attorney's fees and expert witness fees, in addition to any other relief which may be awarded.

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 consultants, agents and affiliates

This Agreement supersedes any and all prior or contemporaneous understandings and agreements between the parties with respect to the subject matter of this Agreement and is the complete and exclusive statement thereof.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement on the date first above written.

SohoMuse, Inc.

"UNDERSIGNED"

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____
Company: _____
Address : _____
