

MUTUAL CONFIDENTIALITY AGREEMENT

This Agreement, dated and effective as of _____ (the "Effective Date"), is made and entered into by and between _____ and Gizmo Beverages, LLC. The parties agree as follows:

1. DEFINITIONS.

1.1 "Confidential Information" means any trade secrets or other information of Discloser, whether of a technical, business or other nature (including, without limitation, any information contained in any document provided by Discloser to Recipient for translation, information relating to Discloser's technology, software, products, services, designs, methodologies, business plans, finances, marketing plans, customers, prospects or other affairs), that is disclosed in any manner to Recipient during the Term. Confidential Information does not include any information that: (a) is or was lawfully acquired by Recipient from a third party and is not subject to an unexpired obligation to such third party restricting Recipient's use or disclosure thereof; (b) is independently developed by Recipient without reliance upon or use of the Confidential Information; or (c) is or has become generally publicly available through no fault or action of Recipient.

1.2 "Confidential Materials" means any document, diskette, tape, writing or other tangible item that contains any Confidential Information, whether in printed, handwritten, coded, magnetic or other form and whether delivered by Discloser or made by Recipient.

1.3 "Term" means the period beginning with the Effective Date and ending five (5) years after either party gives the other written notice of termination.

2. RESTRICTIONS.

2.1 Confidential Information and Confidential Materials are made available to Recipient solely for the

purpose of enabling Recipient to more thoroughly evaluate a potential investment in Discloser. Recipient will not use, disclose, disseminate or distribute any Confidential Information or Confidential Materials for any other purpose without the prior written consent of Discloser. Without limiting the foregoing, Recipient will not use any Confidential Information or Confidential Materials to design, develop, provide or market any product or service that would compete with any product or service of Discloser, or assist any person or entity who Recipient knows, or could reasonably know, to be engaged in any business which is competitive with any product or service in which Discloser is, or demonstrably expects in the future to be, engaged.

2.2 Recipient will protect any Confidential Information and Confidential Materials from any unauthorized use, disclosure, copying, dissemination or distribution. Without limiting the foregoing, Recipient will: (a) make the Confidential Information and Confidential Materials available only to those of its employees, agents and other representatives who have a need to know the same for the purpose specified in paragraph 2.1, who have been informed that the Confidential Information and Confidential Materials belong to Discloser and are subject to this Agreement, and who have agreed or are otherwise obligated to comply with this Agreement; (b) not disclose the Confidential Information to any third party; (c) make or copy the Confidential Materials only as reasonably required for the purpose specified in paragraph 2.1; (d) not deliver, distribute, display, demonstrate or otherwise make available the Confidential Materials to any third party except as provided in clause (a) above;

(e) not reverse engineer, decompile or disassemble any computer program included in such Confidential Materials except to the extent permitted by law; and (f) not remove or obliterate markings (if any) on Confidential Information indicating its proprietary or confidential nature. In any event, Recipient will be responsible for any breach of this Agreement by anyone receiving Confidential Information or Confidential Materials from or through Recipient. Recipient will, at its sole expense, take all-reasonable measures (including, but not limited to, court proceedings) to restrain prohibited or unauthorized disclosure or use of the Confidential Information or Confidential Materials by anyone receiving the Confidential Information or Confidential Materials from or through Recipient.

2.3 Notwithstanding paragraph 2.2, Recipient may disclose or produce any Confidential Information or Confidential Materials if and to the extent required by any discovery request, subpoena, court order or governmental action, provided that Recipient gives Discloser reasonable advance notice of the same (e.g., so as to afford Discloser a reasonable opportunity to appear, object and obtain a protective order or other appropriate relief regarding such disclosure).

2.4 All Confidential Information and Confidential Materials are the property of Discloser. This Agreement will not be interpreted or construed as granting any license or other right under any patent, copyright, trademark, trade secret or other proprietary right. Recipient will hold all Confidential Materials in trust for Discloser and will promptly destroy them or deliver them to Discloser upon the earlier of Discloser's request or when they are no longer needed for the purpose described in paragraph 2.1. Upon Discloser's request, Recipient will certify its destruction of such Confidential Information.

2.5 Recipient will comply with any and all applicable laws relating to the use, disclosure, copying, dissemination and distribution of any Confidential Information or Confidential Materials (including, but not limited to, any and all laws relating to Discloser's proprietary rights or the export of any technical data included in such Confidential Information).

3. MISCELLANEOUS.

3.1 Recipient's obligations with respect to any Confidential Information and Confidential Materials will survive any termination of the Term.

3.2 In the event of any breach of this Agreement, Discloser may suffer irreparable harm and have no adequate remedy at law. In such event or the threat of any such event, Discloser will be entitled (in addition to any and all other remedies) to injunctive relief, specific performance and other equitable remedies without proof of monetary damages or the inadequacy of other remedies.

3.3 The prevailing party will be entitled (in addition to any and all other remedies) to recover any and all costs and expenses (including, without limitation, reasonable attorneys' fees) that it may incur in connection with any legal action to enforce this Agreement or to recover damages or other relief on account of any breach of this Agreement.

3.4 The protections afforded to the Confidential Information and Confidential Materials under this Agreement are in addition to, and not in lieu of, the protections afforded to the same under any applicable trade secrets laws, including the Uniform Trade Secrets Act.

3.5 This Agreement will be interpreted, construed and enforced in accordance with the laws of the State of California without regard to its choice of law principles to the contrary. Recipient hereby irrevocably consents to the jurisdiction and venue of any state or federal court located in Los Angeles, California, with regard to any legal action or proceeding relating to this Agreement.

3.6 This Agreement will not be construed as an obligation by either party to enter into a contract, subcontract, or other business relationship.

3.7 This Agreement may not be amended, except by a writing signed by both of the parties.

Gizmo Beverages, LLC

900 S. Main Street, Penthouse

Los Angeles, CA 90015

By: Don Park
Its: Founder

By:
Its: