**MUTUAL CONFIDENTIALITY AGREEMENT**

This Agreement is made and entered into, as of 11/15, 2012 (“Effective

Date”), by and between Joe Henderson, CEO of Like Kinds, LLC, having a principal place of business at 9940 Starr Rd. St. 110, Windsor CA 95492, and [Input Name],

a(n) 🗷 1 individual, 􀀁 2 partnership, 􀀁 3 limited liability partnership, 􀀁 4 corporation,

􀀁 5 limited Liability Company (check the appropriate box) of the state of [Input Location].

1.) Definition of Confidential Information. "Confidential Information" as used

in this Agreement shall mean any and all technical and nontechnical information

including patent, copyright, trade secret, and proprietary information, techniques,

sketches, drawings, models, inventions, knowhow, processes, apparatus, equipment,

algorithms, software programs, software source documents, and formulae related to

the current, future and proposed products and services of each of the parties, and

includes, without limitation, each party’s respective information concerning research,

experimental work, development, design details and specifications, engineering,

financial information, procurement requirements, purchasing, manufacturing, customer

lists, business forecasts, sales and merchandising, and marketing plans and

information. "Confidential Information" also includes proprietary or confidential

information of any third party who may disclose such information to either party in the

course of the other party's business. Any information disclosed by the disclosing party

("Discloser") will be considered Confidential Information of Discloser by the receiving

party ("Recipient"), only if such information (a) if provided as information fixed in a

tangible medium of expression, is conspicuously designated as "Confidential" or

“Proprietary”, or (b) if provided orally, is identified as confidential at the time of

disclosure and confirmed in writing within thirty (30) days of disclosure.

2.) Nondisclosure and Nonuse Obligation. Each of the parties, as Recipient,

agrees that such Recipient will not use, disseminate, or in any way disclose any

Confidential Information of the other party, as Discloser, to any person, firm or

business, except to the extent necessary for internal evaluations in connection with

negotiations, discussions, and consultations with personnel or authorized

representatives of such Discloser, and for any other purpose such Discloser may

hereafter authorize in writing. Furthermore, the existence of any business negotiations,

discussions, consultations or agreements in progress between the parties shall not be

released to any form of public media without written approval of both parties. Each of

the parties, as Recipient, agrees that such Recipient shall treat all Confidential

Information of the other party, as Discloser, with the same degree of care as such

Recipient accords to such Recipient’s own Confidential Information, but in no case less

than reasonable care. Each of the parties, as Recipient, which is not an individual

agrees that such Recipient shall disclose Confidential Information of the other party, as

Discloser, only to those of such Recipient’s employees who need to know such

information, and such Recipient certifies that such Recipient employees have

previously agreed, either as a condition to employment or in order to obtain the

Confidential Information of the Discloser, to be bound by terms and conditions

substantially similar to those terms and conditions applicable to such Recipient under

this Agreement. Each of the parties, as Recipient, shall immediately give notice to the

other party, as Discloser, of any unauthorized use or disclosure of Discloser’s

Confidential Information. Each of the parties, as Recipient, agrees to assist the other

party, as Discloser, in remedying any such unauthorized use or disclosure of Discloser’s

Confidential Information.

3.) Exclusions from Nondisclosure and Nonuse Obligations. The obligations

under Paragraph 2 ("Nondisclosure and Nonuse Obligations") of each of the parties, as

Recipient, with respect to any portion of the Confidential Information of the other party,

as Discloser, shall not apply to such portion that such Recipient can document: (a) was

in the public domain at or subsequent to the time such portion was communicated to

such Recipient by such Discloser through no fault of such Recipient, (b) was rightfully

in such Recipient's possession free of any obligation of confidence at or subsequent to

the time such portion was communicated to such Recipient by such Discloser, (c) was

developed by employees or agents of such Recipient independently of and without

reference to any information communicated to such Recipient by such Discloser, or (d)

was communicated by such Discloser to an unaffiliated third party free of any

obligation of confidence. A disclosure by each of the parties, as Recipient, of

Confidential Information of the other party, as Discloser, either (a) in response to a valid

order by a court or other governmental body, (b) otherwise required by law, or (c)

necessary to establish the rights of either party under this Agreement, shall not be

considered to be a breach of this Agreement by such Recipient or a waiver of

confidentiality for other purposes; provided, however, such Recipient shall provide

prompt prior written notice thereof to such Discloser to enable such Discloser to seek a

protective order or otherwise prevent such disclosure.

4.) Ownership and Return of Confidential Information and Other Materials.

All Confidential Information of each of the parties, as Discloser, and any Derivatives

thereof whether created by such Discloser or the other party, as Recipient, shall remain

the property of Discloser, and no license or other rights to such Discloser’s Confidential

Information or Derivatives is granted or implied hereby. For purposes of this

Agreement, "Derivatives" shall mean: (a) for copyrightable or copyrighted material, any

translation, abridgment, revision or other form in which an existing work may be recast,

transformed or adapted; (b) for patentable or patented material, any improvement

thereon; and (c) for material which is protected by trade secret, any new material

derived from such existing trade secret material, including new material which may be

protected under copyright, patent and/or trade secret laws. All materials (including,

without limitation, documents, drawings, models, apparatus, sketches, designs, lists

and all other tangible media of expression) furnished by each of the parties, as

Discloser, to the other party, as Recipient, and which are designated in writing to be the

property of such Discloser, shall remain the property of such Discloser. At such

Discloser’s request and no later than five (5) days after such request, such Recipient

shall promptly destroy or deliver to such Discloser, at such Discloser’s option, (a) all

materials furnished to such Recipient by such Discloser, (b) all tangible media of

expression in such Recipient’s possession or control to the extent that such tangible

media incorporate any of such Discloser’s Confidential Information, and (c) written

certification of such Recipient’s compliance with such Recipient’s obligations under

this sentence.

5.) Independent Development. Each of the parties, as Discloser,

understands that the other party, as Recipient, may currently or in the future be

developing information internally, or receiving information from other parties that may

be similar to such Discloser’s Confidential Information. Accordingly, nothing in this

Agreement will be construed as a representation or inference that such Recipient will

not develop products or services, or have products or services developed for such

Recipient, that, without violation of this Agreement, compete with the products or

systems contemplated by such Discloser’s Confidential Information.

6.) Disclosure of Third Party Information. Neither party shall communicate

any information to the other in violation of the proprietary rights of any third party.

7.) No Warranty. All Confidential Information is provided "AS IS" and without

any warranty, express, implied or otherwise, regarding such Confidential Information’s

accuracy or performance.

8.) No Export. Neither party shall export, directly or indirectly, any technical

data acquired from the other party pursuant to this Agreement or any product utilizing

any such data to any country for which the U.S. Government or any agency thereof at

the time of export requires an export license or other government approval without first

obtaining such license or approval.

9.) Term. This Agreement shall govern all communications between the

parties that are made during the period from the Effective Date to the date on which

either party receives from the other written notice that subsequent communications

shall not be so governed, provided, however, that each party's obligations under

Paragraph 2 ("Nondisclosure and Nonuse Obligations") with respect to Confidential

Information of the other party which such each party has previously received shall

continue in perpetuity unless terminated pursuant to Paragraph 3 ("Exclusions from

Nondisclosure and Nonuse Obligations").

10.) No Assignment. Neither party will assign or transfer any rights or

obligations under this Agreement without the prior written consent of the other party,

which consent shall not be unreasonably withheld.

11.) Notices. Any notices required or permitted by this Agreement shall be in

writing and shall be delivered as follows, with notice deemed given as indicated: (a) by

personal delivery, when delivered personally; (b) by overnight courier, upon written

verification of receipt; (c) by telecopy or facsimile transmission, upon acknowledgment

of receipt of electronic transmission; or (d) by certified or registered mail, return receipt

requested, upon verification of receipt. Notice shall be sent to the addresses set forth

above or to such other address as either party may specify in writing.

12.) Governing Law. This Agreement shall be governed in all respects by the

laws of the United States of America and by the laws of the State of California.

Each of the parties irrevocably consents to the exclusive personal jurisdiction of the federal and state courts located in California, as applicable, for any matter arising out of or relating to this Agreement, except that in actions seeking to enforce any order or any judgment of such federal or state courts located in California, such personal jurisdiction shall be nonexclusive.

13.) Severability. If any provision of this Agreement is held by a court of law to

be illegal, invalid or unenforceable, (i) that provision shall be deemed amended to

achieve as nearly as possible the same economic effect as the original provision, and

(ii) the legality, validity and enforceability of the remaining provisions of this Agreement

shall not be affected or impaired thereby.

15.) Waiver; Amendment; Modification. No term or provision hereof will be

considered waived by either party, and no breach excused by either party, unless such

waiver or consent is in writing signed by the party against whom such waiver or

consent is asserted. The waiver by either party of, or consent of either party to, a

breach of any provision of this Agreement by the other party shall not operate or be

construed as a waiver of, consent to, or excuse of any other or subsequent breach by

the other party. This Agreement may be amended or modified only by mutual

agreement of authorized representatives of the parties in writing.

" 15." Injunctive Relief. A breach by either party of any of the promises or

agreements contained herein will result in irreparable and continuing damage to the

other party for which there will be no adequate remedy at law, and such other party

shall be entitled to injunctive relief and/or a decree for specific performance, and such

other relief as may be proper (including monetary damages if appropriate).

16.) Entire Agreement. This Agreement constitutes the entire agreement with

respect to the Confidential Information disclosed hereunder and supersedes all prior

or contemporaneous oral or written agreements concerning such Confidential

Information.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the

date first written above.

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**Date**

**Name**

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**Joe Henderson, Founder/CEO Date**