



MUTUAL NON-DISCLOSURE AGREEMENT

This MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (the “Agreement”) is made and entered into as of the _____ day of _____ 2014, (the “Effective Date”) by and between Moshulu Group Inc. with its principal office located at 10755 Scripps Poway Pkwy, Suite 503 San Diego, CA 92131 (hereinafter “Moshulu”)

and _____ with its principal office located at

(hereinafter “Company”).

WHEREAS, in the course of business discussions, Company and Moshulu (each a “Party” and together the “Parties”) shall disclose certain confidential and proprietary information to each other in connection with a proposed business relationship between Company and Moshulu (the “Transaction”); and

WHEREAS, as a condition to such exchange, each Party (each, a “Disclosing Party”) seeks to bind the other Party (each, a “Receiving Party”) to obligations of confidentiality and limited use with respect to the information it discloses.

NOW, THEREFORE, IN CONSIDERATION of the mutual agreements contained herein and the agreement to exchange information as contemplated hereunder, the Parties agree as follows:

1. Confidential Information means any tangible or intangible information or materials possessed by a Party in whatever form or format relating to the Disclosing Party or its actual or proposed information systems, other business, financial or accounting systems, business procedures or methods, business plans, financial products, marketing plans, results of operations, manuals, techniques, and similar items that are deemed to be or constitute the know-how, customer lists, market surveys and researches, list of prospective customers, contracts including actual and proposed, and other legal work products including accounting work products and tax calculations, with third parties or personnel directly or indirectly disclosed by the Disclosing Party to the Receiving Party during or in the course of discussions or correspondence arising out of or related to the Transaction whether received before or after the Effective Date. Confidential Information also includes all the above information even if it is owned by a third party and disclosed by a Disclosing Party hereunder.

2. Confidential Information does not include information that (i) was in the Receiving Party's possession prior to receiving the Confidential Information from the Disclosing Party; or (ii) is or later becomes generally available to the public through no fault of the Receiving Party; or (iii) Receiving Party develops internally without benefit of or reference to Disclosing Party's Confidential Information (burden of proving independent development shall be on the Receiving Party); or (iv) Receiving Party receives from a third party who has the right to disclose such information.

The Receiving Party agrees (i) to adopt measures to protect the confidentiality, limited use and proprietary nature of the Confidential Information at least as restrictive as those it adopts for its own confidential information of similar importance and in any event, no less than reasonable; (ii) to disclose Confidential Information to only those of its directors, officers, agents, employees, corporate affiliates and third parties retained by the Receiving Party who have a need to know such information in order for the Receiving Party to accomplish the purposes set forth in Paragraph 4 hereof and who are made aware of the confidentiality provisions of this Agreement (and in the case of a third party, who have signed a binding undertaking of confidentiality and non-use substantially equivalent to this Agreement), and (iii) to not use Confidential Information for any purpose except as permitted by Paragraph 4.

A Receiving Party shall be responsible to the Disclosing Party for any unauthorized use or disclosure of Confidential Information by any party to whom Receiving Party has disclosed such information.

4. The Receiving Party may use the Disclosing Party's Confidential Information for the sole purpose of evaluating, negotiating and, in its discretion, entering into the proposed Transaction. A Receiving Party may disclose Confidential Information pursuant to a request by an applicable regulatory authority, or if they are required by law or pursuant to an order of a court of competent jurisdiction to disclose Confidential Information, provided, however, in such event the Receiving Party shall (i) promptly notify the Disclosing Party; (ii) consult with the Disclosing Party as to the advisability of taking steps to resist or narrow such request; and (iii) if so requested, cooperate with the Disclosing Party in seeking a protective order or other appropriate remedy.

5. Parties shall promptly advise each other in writing if they learn of any unauthorized use or disclosure of Confidential Information by any of their directors, officers, employees, corporate affiliates, agents or by any third party.

6. Parties agree that, in the event of a breach of this Agreement, monetary damages may not be a sufficient remedy and in addition to any other legal remedy, the non-breaching Party shall be entitled to equitable remedies, including injunctive relief. In the event that any Party takes legal action as a result of a breach of this Agreement, the non-breaching Party shall be entitled to seek all available legal and equitable remedies and recover reasonable legal fees and expenses incurred in connection with such legal action in the event that it prevails in one or more of its claims.
7. The provisions of this Agreement shall remain in full force and effect beginning as of the Effective Date and shall continue with respect to a Receiving Party for as long as it retains the Confidential Information in its possession and for three (3) years thereafter. A receiving Party shall return or destroy all copies of the Disclosing Party's Confidential Information to the Disclosing Party within ten (10) days after the Disclosing Party's request.
8. No Party may assign its rights under this Agreement without the prior written consent of the other Party. This Agreement will be binding upon the successors, heirs and all assigns of the Parties.
9. This Agreement expresses the entire agreement between the Parties and supersedes all prior understandings and discussions between the Parties. This Agreement may only be modified, changed or amended by an agreement in writing executed by the Parties. A waiver of any provision of this Agreement shall not be deemed a waiver of any other provision and shall not be binding unless it is in writing and executed by the Party making such waiver. A waiver shall be valid only in writing and deemed to be an amendment of this Agreement agreed by the Parties.
10. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument.
11. By entering into this Agreement, the Parties agree that they have waived any right to file a lawsuit or other civil proceeding relating to any and all disputes arising from or under this Agreement ("Claims") and are waiving the right to a jury trial. Any Claims between the Parties shall be subject to arbitration by an arbitrator in accordance with the rules set forth by the Rabbinical Council of California ("RCC") in effect at the time of submission to arbitration. The arbitration will be held under the auspices of RCC, its successor. The Parties agree that the arbitration will take place in Los Angeles County.

Judgment may be entered on the arbitrator's award in any court having jurisdiction. Each party to the arbitration shall bear his or its own attorneys' fees during the arbitration. The arbitration shall be conducted in a procedurally fair manner by a mutually agreed upon neutral arbitrator selected in accordance with the applicable Rules or if none can be mutually agreed upon, then by one arbitrator appointed pursuant to the Rules; the arbitration shall be conducted confidentially in accordance with the Rules unless provided otherwise by applicable law; each party shall have the right to conduct reasonable discovery including depositions, requests for production of documents and such other discovery as permitted under the Rules or ordered by the arbitrator; the arbitrator shall have the authority to award any damages authorized by law for the claims presented, including punitive damages, and shall have the authority to award reasonable attorneys' fees to the prevailing party; the decision of the arbitrator shall be final and binding on all parties and shall be the exclusive remedy of the parties; the award shall be in writing in accordance with the Rules, and shall be subject to judicial enforcement and review in accordance with California law.

IN WITNESS WHEREOF, the Parties to this Agreement have duly executed this Agreement by their duly authorized representatives.

(Date, if different from the Effective Date)

Moshulu Group Inc.

By: _____
(Name and Title of Representative)

(Signature of Representative)



(Name of Company)

By: _____

(Name and Title of Representative)

(Signature of Representative, in non-black ink, please)