

MUTUAL NON-DISCLOSURE AGREEMENT

This MUTUAL NON-DISCLOSURE AGREEMENT, dated as of _____, 2017 is entered into by and between Spa de Soleil, Inc., a California corporation having a principal business address at 10443 Arminta Street, Sun Valley, California 91352 (hereafter "Spa De Soleil") and _____, a whose principal address is _____(hereafter "Business") (Spa De Soleil and Business are sometimes hereafter referred to as " Parties" or individually "Party"). It is understood and agreed to that the Parties would each like to provide the other with certain information that may be considered confidential. To ensure the protection of such information and in consideration of the agreement to exchange said information, the Parties agree as follows:

1.0 The confidential information to be disclosed under this Agreement ("Confidential Information") can be described as and includes: technical and business information relating to proprietary ideas, patentable ideas and/or trade secrets, existing and/or contemplated products and services, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models, regardless of whether such information is designated as "Confidential Information" or proprietary at the time of its disclosure.

a. In addition to the above, Confidential Information shall also include, and the Parties shall have a duty to protect, other confidential and/or sensitive information which is (a) disclosed as such in writing and marked as confidential (or with other similar designation) at the time of disclosure; and/or (b) disclosed by in any other manner and identified as confidential at the time of disclosure and is also summarized and designated as confidential in a written memorandum delivered within thirty (30) days of the disclosure.

2.0 The Parties shall use the Confidential Information only for the purpose of evaluating a potential business, employment and/or investment relationship with the other party.

3.0 The Parties shall limit disclosure of Confidential Information within its own organization to its directors, officers, partners, members and/or employees having a need to know Confidential Information and shall not disclose Confidential Information to any third party (whether an individual, corporation, or other entity) without the prior written consent of the other party, which consent shall not be unreasonably withheld. The Parties shall satisfy their obligations under this paragraph if they take affirmative measures to ensure compliance with these confidentiality obligations by its employees, agents, consultants and others who are permitted access to or use of the Confidential Information.

4.0 This Agreement imposes no obligation upon the Parties with respect to any Confidential Information (a) that was possessed by the receiving party before receipt; (b) is, or becomes a matter of, public knowledge through no fault of the receiving party; (c) is rightfully received from a third party not owing a duty of confidentiality to the disclosing party; (d) is disclosed without a duty of confidentiality to a third party by, or with the authorization of, the disclosing party; or (e) is independently developed.

5.0 The Parties warrant that they have the right to make the disclosures under this Agreement.

6.0 This Agreement shall not be construed as creating, conveying, transferring, granting or conferring upon either party any rights, license or authority in or to the information exchanged, except the limited right to use Confidential Information specified in Section 2 above. Furthermore and specifically, no license or conveyance of any intellectual property rights is granted or implied by this Agreement.

7.0 Neither party has an obligation under this Agreement to purchase any services, goods, or intangibles from the other party. Furthermore, both Parties acknowledge and agree that the exchange of information under this Agreement shall not commit or bind either party to any present or future contractual relationship (except as specifically stated herein), nor shall the exchange of information be construed as an inducement to act or not to act in any given manner.

8.0 Neither party shall be liable to the other in any manner whatsoever for any decisions, obligations, costs or expenses incurred, changes in business practices, plans, organization, products, services, or otherwise, based on either party's decision to use or rely on any information exchanged under this Agreement.

9.0 The validity, construction and performance of this Agreement shall be governed by the laws, without regard to the laws as choice or conflict of laws, of the state of California. In the event of any dispute involving this Agreement, the parties hereby agree that such dispute shall be resolved in the appropriate State or Federal court, in the county of Los Angeles, state of California, and the parties hereby agree that proper venue and jurisdiction shall lie with any court of competent jurisdiction in the county of Los Angeles, state of California.

10.0 In the event of a breach, or threatened breach of any provision of this Agreement, the non-breaching party shall give the breaching party a notice to cure within three (3) business days. In the event the breach is not cured, the non-breaching party shall have the right to bring appropriate

legal action in the appropriate State or Federal court as set forth in Paragraph 9 above. The non-breaching party shall have the right to bring a temporary restraining order, preliminary injunction and permanent injunction in addition to receiving any damages which the non-breaching party may prove in the appropriate litigation identified in Paragraph 9 above.

11.0 Binding Arbitration Provision: This paragraph is inserted for the purposes of electing binding arbitration which will prevail over the provisions in Paragraphs 9 and 10 with respect to resolution of any dispute. WWWIn order to have this Paragraph 11 in effect, upon execution of this Agreement by both parties in the signature block on Page 5, both parties must sign at the bottom of said Paragraph 11 for this Paragraph 11 to be binding. If both parties do not sign this Paragraph 11 then the provisions of Paragraphs 9 and 10 shall control. If both parties sign below in Paragraph 11 then the provisions of this paragraph with respect to conducting any dispute shall control over the litigation provisions provided in Paragraphs 9 and 10. However, the laws of California shall apply and the arbitration shall take place in Los Angeles, California as set forth below. Upon signing at the bottom of Paragraph 11 in addition to signing on Page 5, the parties agree to submit to binding arbitration in the state of California which shall be a binding arbitration proceeded to be conducted under the Commercial Arbitration Rules of the American Arbitration Association of Los Angeles, California. The subject to binding arbitration will include, without limitation, disputes regarding any breach of contract by either party or any other remedies available to a non-breaching party for failure to perform a condition of this Agreement. The parties agree that such binding arbitration shall be a final decision of the American Arbitration Association. The parties agree that arbitration will be the sole means of resolving such disputes and both parties waive any rights to resolve disputes by a court proceeding or other means and any judgment received in such binding arbitration shall be enforced in the appropriate State or Federal court. In the event of a breach of this Agreement, it is specifically agreed that the non-breaching party may bring a cause of action for a preliminary and permanent injunction in the appropriate state or federal court and thereafter submit the balance of the dispute to binding arbitration if elected under this section. Each party shall pay for one-half the cost of the arbitration. The prevailing party shall be reimbursed for said costs from the non- prevailing party.

We specifically elect the arbitration provision in this Agreement:

Party 1 : Spa de Soleil Party 2: Business

12. All notices hereunder shall be in writing and shall be deemed to have been duly given if delivered personally, one day after delivery to a nationally recognized overnight delivery service, charges prepaid, or three days after being sent by registered or certified mail, postage prepaid, to the parties at their respective addresses set forth above and:

If to Spa de Soleil, to:

Spa de Soleil, Inc.
10443 Arminta Street
Sun Valley, California 91532
Attention: Rena Revivo

If to____, to:
Attn:

13. This Agreement contains the entire understanding between the Parties concerning the disclosure of Confidential Information and supersedes any prior agreements, understandings, or representations with respect thereto. Any addition or modification to this Agreement must be made in writing and signed by authorized representatives of both Parties.

14. The validity, construction and performance of this Agreement shall be governed by the laws, without regard to the laws as choice or conflict of laws, of the State of California. The Parties agree that the proper venue to bring any action to enforce any provision of this Agreement shall in any court of competent jurisdiction in Los Angeles, California.

15. If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

16. This Agreement may be executed in two or more counterpart, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

WHEREFORE, the Parties acknowledge that they have read and understand this Agreement and voluntarily accept the duties and obligations set forth herein.

Spa De Soleil, Inc.
A California Corporation

BY: _____
NAME: _____
TITLE: _____

BY: _____
NAME: _____
TITLE: _____

SIGNATURE: _____

SIGNATURE: _____