



This MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT ("Agreement") is between Grand Industries LLC ("Grand Industries") and \_\_\_\_\_, ("Recipient"). This Agreement shall be effective as of the date the last Party signs it. In consideration of the mutual covenants and conditions below, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. "Confidential Information" means without limitation all non-public, confidential and proprietary information including any derivatives thereof. Confidential Information does not include information which: (a) is disclosed in a printed publication available to the public, is otherwise in the public domain at the time of disclosure, or becomes known to the general public through no wrongful act or negligence by the receiving Party; (b) is obtained by the receiving Party in a lawful manner and not in breach of this Agreement from a third party who is under any obligation of confidentiality or secrecy to a Party, under and restrictions on disclosure or use similar to those contained in the Agreement; or (c) is generally disclosed by the disclosing Party to others without restrictions similar to those contained in the Agreement. All Confidential Information furnished or disclosed by or on behalf of a Party shall, at all times, be and remain the disclosing Party's confidential, privileged, proprietary and valuable property. Each Party shall use the Confidential Information and Client Confidential Information for the sole purposes of determining if it wishes to enter into a transaction with the other.

2. Each Party agrees to furnish their Confidential Information to the other in any media or form as they determine. The parties acknowledge Confidential Information constitutes valuable and irreplaceable assets. Accordingly, as long as information meets the definition of Confidential Information above, each Party agrees it will not disclose, reveal, utilize or make known any to any person or organization not authorized herein without the other Party's prior written authorization except as may be specifically required by a court or regulatory body of competent jurisdiction (and the only after consultation with the other Party). Notwithstanding the above, and only to the extent necessary to facilitate business, a Party may disclose Confidential Information of the other with their affiliates, officers, directors, owners, agents and/or legal and financial advisors (collectively and individually, "Agents"), provided that they respectively assume full responsibility for, and undertake all appropriate measures which are necessary to ensure that, the terms of the Agreement apply to and are complied with by every Agent. Each Party remains responsible for all of the actions of its Agents with whom it shares the Confidential Information. The Parties agree by virtue of access to the Confidential Information, each will become privy to valuable and confidential business information and trade secrets which would significantly assist, to the material detriment of the other, in soliciting employees, contractors or the business of the other Party's customers or clients. Each Party agrees and warrants that neither they nor their Agents shall engage in any business transaction using Confidential Information as long as the information continues to meet the definition of Confidential Information in this Agreement. Each Party agrees that it will not without the prior written consent of the other, 1-initiate or maintain contact, (other than in the ordinary course of business), with any present or former officer, director, employee or of the other or of any client or customer of the other regarding anything relating to the other and/or its operations, financing, prospects or finances; 2-solicit for employment as an employee or independent contractor any person who is now employed by the other as an employee or independent contractor of the other; or 3- solicit the existing customers of the other to cease doing business, or to reduce the current or currently planned levels of business currently being done with the other. Neither Party shall be prohibited from employing any person who contacts them on their own without any direct or indirect solicitation. Each Party agrees and understands that the obligations contained in this Agreement are applicable all over the world and agrees to abide by the provisions of this Agreement regardless of where they are located or where Confidential Information may be used. Each party agrees that the obligations of confidentiality shall apply as long as information meets the definition of Confidential Information or Client Confidential Information as set forth in this Agreement. Upon request, each Party shall forthwith return to the other all Confidential Information, Client Confidential Information and any information derived there from in any form, including all copies, any notes, computer files, and all other recordings whether written or recorded in any electronic format or media.

3. Except as otherwise provided below, any controversy or claim arising out of or relating to this Agreement shall be submitted to final and binding arbitration before, and in accordance with, the rules of the Judicial Arbitration and Mediation Service ("JAMS") for commercial arbitration as modified herein plus the provisions of Part IV of Title 3 of the California Code of Civil Procedure relating to evidence production. A single arbitrator mutually acceptable to both Parties selected from a JAMS panel shall arbitrate each matter. If the Parties cannot agree on a single arbitrator, the Parties will both select an arbitrator and the two so selected will choose the arbitrator from another JAMS panel. Any award rendered in any arbitration proceeding shall be final and binding on each of the Parties, and judgment may be entered in the Superior Court of California for the County of Los Angeles, or any other court of competent jurisdiction. The Parties agree the arbitrator may impose sanctions at their discretion to enforce compliance with discovery obligations. All arbitrators shall have expertise in the subject matter of the dispute. The arbitration shall be conducted in English in Los Angeles, CA. All submissions in arbitration must be in English. The arbitration





process, including selection of the arbitrator or arbitrators, exchanges of requests for information and the arbitration hearing, shall be completed within 60 days following the initiation of the arbitration by either Party, and the actual arbitration hearing shall be limited to one (1) day. The arbitrator shall issue a written judgment within ten (10) days following the arbitration hearing specifying the reasons for the decision. Judgment upon any arbitration award may be entered in any court having jurisdiction thereof. This provision is self-executing, and in the event that either party fails to appear at any properly noticed arbitration proceeding, an award may be entered against such Party notwithstanding said failure to appear. Each Party expressly agrees not to challenge or otherwise oppose in any jurisdiction the enforcement of the decision of the arbitrator. Both Parties acknowledge that a breach or attempted breach of the Agreement will cause irreparable damage and that damages at law will be an insufficient remedy. Accordingly, Both Parties agree that the other shall be entitled as a matter of right to: (i) injunctive relief in the Superior Court of California located in Los Angeles, CA to restrain the breach or threatened breach of any covenant herein or otherwise to specifically enforce any of such covenants; and (ii) its reasonable attorney's fees and costs in obtaining such relief or specific enforcement. Such rights shall be cumulative and in addition to whatever other remedies are available in law or in equity. Each Party shall indemnify the other from any loss incurred as a result of wrongful application for injunctive relief. If any dispute should result in litigation, arbitration, or mediation, the prevailing party as defined in Section 1032 of the California Code of Civil Procedure, is entitled to recover all reasonable fees, costs and expenses of enforcing any right of the prevailing party, including reasonable Attorneys' Fees and expenses, all of which shall be deemed to have accrued upon the commencement of such action and shall be paid regardless if an action is prosecuted to judgment. Any judgment or order entered shall contain a specific provision providing for the recovery of legal fees and costs incurred in enforcement and an award of prejudgment interest from the date of the breach at the maximum rate of interest allowed by law. Claims must be sent to arbitration within 12 months of discovery or shall be void. If any provision of this Agreement is held, in a final and non-appealable decision by an arbitrator or court of competent jurisdiction, not to comply with any applicable law, now existing or hereafter enacted, such provision shall to the extent possible be interpreted so as to comply with such law or condition or, if such interpretation is not possible, it shall be deemed amended to satisfy the requirements thereof. Any provision hereof deemed invalid or unenforceable, in a final and non-appealable decision by an arbitrator or court of competent jurisdiction, shall be severed from this Agreement, the balance of which shall remain enforceable. Any severed or altered provision shall be automatically replaced by another provision resulting in the same economic position to the parties as if the severed provision had not been severed.

4. This Agreement shall be binding upon and inure to the benefit of the Parties, their successors and assigns. This Agreement may be executed in counterparts, all of which taken together will constitute one single Agreement between the Parties. This Agreement will be fairly interpreted in accordance with its terms and without construction in favor of or against any Party. Each of the persons executing this Agreement represents and warrants that they are authorized to execute this Agreement and the entity on whose behalf they are signing is bound; by the terms hereof. The headings used herein are for the convenience of the reader and shall not have any effect on the interpretation of this Agreement. This Agreement may be executed in counterpart originals. Each will be treated as if it were the single original. Facsimile and electronic signatures shall be treated as original signatures.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and do each hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date of this Agreement duly authorized by all necessary and appropriate corporate action to execute this Agreement.

RECIPIENT	GRAND INDUSTRIES LLC
By: _____ (Signature)	By: _____ (Signature)
TITLE: _____	TITLE: _____
ADDRESS: _____	ADDRESS: _____
_____	_____
FAX: _____	FAX: _____
EMAIL: _____	EMAIL: _____
Date: _____	Date: _____

