

THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (the "NDA") is made as of _____, between SEVEN SPIRITS STUDIOS, LLC located at 207 Buckhead Ct., Florence, AL 35634 ("SS") and _____ located at _____ ("Consultant"), and each may be referred to as a "Party" or collectively, the "Parties".

WHEREAS, the Parties desire to engage in discussion regarding the investment or structure of investment in, or purchase of, or other business involving (the "Transactions").

WHEREAS, in order to evaluate the Transactions, the Parties may exchange or share non-public, confidential or proprietary information, and discussions and negotiations with respect thereto (the "Information"), that shall be kept confidential in accordance with the terms of this NDA.

THEREFORE, in consideration of this fully executed NDA, the receipt by the Parties of Information for their mutual benefit in connection with the Transaction, the Parties agree:

1. Consultant understands and agrees that Seven Spirits Studios LLC discussions with Consultant are not exclusive, and that Seven Spirits Studios, LLC may have similar discussions with other persons, and that Seven Spirits Studios, LLC may enter into agreements with persons for transactions similar to the Transactions.
2. The Parties shall safeguard the Information against disclosure by employing the same means to protect the Information as that Party uses to protect its own non-public, confidential or proprietary information, but in no event less than commercially reasonable means.
3. No receiving Party shall, nor shall it permit its employees, consultants and/or agents to, disclose to any person, corporation or other entity any of the Information (in whole or in part) without the prior written consent of the Party providing the Information.
4. The Parties acknowledge that one of them may need to disclose Information in connection with regulatory filings or to satisfy its regulatory requirements or in connection with litigation or as requested by a court or other judicial authority. In the event that either party intends to disclose any of the Information to any regulatory authority, or in connection with any litigation, or pursuant to a court request, subpoena, or other order of the court, arbitrator or mediator, such party will give the other party prior written notice of its intention and reasonable notice so that the other party may, if it so desires, seek a protective order or other appropriate remedy. In the event of any of the foregoing if a Party becomes legally compelled to disclose any of the Information, such Party shall give the other Party prompt prior written notice of such requirement so that the providing Party may seek a protective order or other appropriate remedy and/or waive the compelled Party's compliance with the terms of this NDA. In the event that such protective order is not obtained, the providing Party waives the compelled Party's compliance with the terms hereof with respect to such Information.
5. The Parties agree that nothing related to this NDA, the Information, or the Transactions may be used in any press releases or other release of information to the media without the prior express written consent of both Parties (an email will not suffice, it must be a signed writing).

6. This NDA shall be interpreted, governed and construed under the laws of the State of Alabama as if it were executed and to be performed wholly within the State of Alabama without regard to its conflict of laws principles.

7. Each Party agrees that the unauthorized disclosure of any Information may cause irreparable harm and significant injury difficult to ascertain. Thus, the Parties agree that specific performance or injunctive relief, in addition to other legal and equitable relief, are appropriate remedies for any violation or breach of this NDA, although neither party shall be entitled to any special, consequential, indirect or punitive damages as a result, whether a claim is based in contract, tort or otherwise.

8. In the event either party elects to not continue with discussions with respect to the Transaction, then, at the request of either party, the other party shall promptly return to the other, or securely destroy with the other's consent, all Information and all copies thereof, retaining only that information which such party is legally required by federal or state law or rule to be kept. The Parties' obligations under this NDA will expire five (5) years from the date the Parties are no longer conducting business either related to the Transactions or with other business or transactions, arising therefrom.

9. This NDA may be executed in counterparts, and each counterpart shall for all purposes be an original, and all such counterparts shall together constitute one and the same NDA.

10. This NDA shall not (i) preclude in any way either Party from pursuing any other business opportunity(ies); (ii) establish any relationship between the Parties with respect to such business opportunity(ies); or (iii) establish any relationship between the Parties with respect to any possible Transaction.

11. This NDA may only be amended by both Parties in writing and no amendment is binding unless and until both Seven Spirits and Consultant have fully executed such an amendment.

By: _____ Date: _____
Seven Spirits Studios, LLC

By: _____ Date: _____
Consultant (Company / Organization)

Name: _____

Title: _____