MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (the "Agreement") is made and effective _____,
(Date)

BETWEEN: _____ (the "Disclosing Party"), with its head office located at:

_____(Street Address)

_____ (Street Address)

AND: **Endorphin Farms Inc** (the "Receiving Party"), a corporation organized and existing under the laws of the Florida, with its head office located at:

3255 Parker Drive
Saint Augustine FL 32084

WHEREAS, in order to pursue the mutual business purpose of a possible transaction between Disclosing Party and Receiving Party and/or their affiliates, both Disclosing Party and Receiving Party recognize that there is a need to disclose to one another certain information in respect of itself and/or its affiliates.

WHEREAS, all such information, delivered by or on behalf of one party and/or its affiliates (the "Disclosing Party") to the other party (the "Receiving Party") and/or its Representatives (as defined below), whether furnished before or after the date of this Agreement and regardless of the manner in which it is furnished, together with all analyses, compilations, studies or other documents or records prepared by the Receiving Party and/or its Representatives to the extent such analyses, compilations, studies, documents or records contain, otherwise reflect, or are generated from such information, is referred to herein as "Evaluation Material".

NOW, THEREFORE, in consideration of the opportunity to consider such Evaluation Material, both parties hereby agree as follows:

1. NON-DISCLOSURE OF EVALUATION MATERIAL

The Evaluation Material will be used by the Receiving Party solely for the purpose of evaluating the Transaction. Such Evaluation Material will be kept strictly confidential by the Receiving Party, except that the Evaluation Material or any portion thereof may be disclosed to affiliates, directors, officers, employees, advisors, attorneys, agents, controlling persons, potential bidding partners and financing sources or other representatives (each, a "Representative", and collectively, the "Representatives") of the Receiving Party who need to know such information for the purpose of evaluating the Transaction and who agree to treat the Evaluation Material in accordance with the terms of this Agreement.

The term "Evaluation Material" does not include information which:

a. Is or becomes generally available to the public other than as a result of the breach of the terms of this Agreement by the Receiving Party and/or any of its Representatives;

b. Is or has been independently acquired or developed by the Receiving Party and/or any of its Representatives without violating any of the terms of this Agreement;

c. Was within the Receiving Party and/or any of its Representatives' possession prior to it being furnished to the Receiving Party and/or any of its Representatives by or on behalf of the Disclosing Party pursuant to the terms hereof; or

d. Is received from a source other than the Disclosing Party and/or any of its Representatives; provided that, in the case of (c) and (d) above, the source of such information was not known by the Receiving Party to be bound by a confidentiality obligation to the Disclosing Party or any other party with respect to such information.

2. DISCLOSURE UNDER COURT ORDER OR SUBPOENA

In the event that the Receiving Party or any of its Representatives receives a request to disclose all or any part of the Evaluation Material under the terms of a subpoena or order issued by a court of competent jurisdiction or under a civil investigative demand or similar process, (i) the Receiving Party agrees to promptly notify the Disclosing Party of the existence, terms and circumstances surrounding such a request and (ii) if the Receiving Party or its applicable Representative is in the opinion of its counsel compelled to disclose all or a portion of the Evaluation Material, the Receiving Party or its applicable Representative may disclose that Evaluation Material that its counsel advises that it is compelled to disclose and will exercise reasonable efforts to obtain assurance that confidential treatment will be accorded to that Evaluation Material that is being so disclosed.

3. CONFIDENTIALITY OF THE TERMS OF THIS AGREEMENT

Unless otherwise required by law, or unless otherwise provided in a final definitive agreement regarding the Transaction when, as and if executed, both parties and their respective Representatives will not, without the prior written consent of the other party, disclose to any person (other than Representatives of the parties hereto who need to know such information for the purpose of evaluating the Transaction and who agree to treat such information in accordance with the terms of this Agreement) any of the terms or conditions of the Transaction.

4. OWNERSHIP OF RIGHTS TO EVALUATION MATERIAL

Nothing in this Agreement shall divest the Disclosing Party of any of its right, title or interest in and to any Evaluation Material. Within 30 days after being so requested by the Disclosing Party, the Receiving Party and its Representatives shall destroy or return all Evaluation Material furnished to the Receiving Party and/or any of its Representatives by the Disclosing Party. Except to the extent a party is advised by counsel that such destruction is prohibited by law, the Receiving Party and its Representatives will also destroy all written material, memoranda, notes, copies, excerpts and other writings or recordings whatsoever prepared by the Receiving Party and/or its Representatives based upon, containing or otherwise reflecting any Evaluation Material. At the request of the Disclosing Party made at the time of its request for the destruction of Evaluation Material, any destruction of materials shall be certified to the Disclosing Party in writing by an authorized officer of the Receiving Party supervising such destruction.

5. DISCLAIMER

The Receiving Party acknowledges and agrees that neither the Disclosing Party nor any of its Representatives are making any representation or warranty as to the accuracy or completeness of any of the information furnished hereunder to the Receiving Party or any of its Representatives and each of the Receiving Party and the Disclosing Party further acknowledges and agrees that no party has any

obligation to the other party or any of its Representatives to authorize or pursue with the other party the Transaction. Each of the Receiving Party and the Disclosing Party may at any time terminate any discussions or negotiations regarding the Transaction that may be taking place, and only those terms and conditions of the Transaction, if any, which are made in a final definitive agreement, when, as and if executed, will have any legal effect.

6. INJUNCTIVE RELIEF

Both parties agree that money damages may not be a sufficient remedy for any breach of the terms of this Agreement by the Receiving Party or any of its Representatives, and that, in addition to all other remedies at law or in equity to which the Disclosing Party may be entitled, the Disclosing Party may be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach.

7. PROTECTION WITHIN ATTORNEY-CLIENT PRIVILEGE

To the extent that any Evaluation Material may include materials subject to the attorney-client privilege, work product doctrine or any other applicable privilege concerning pending or threatened legal proceedings or governmental investigations, each party hereto understands and agrees that both parties hereto and their respective Representatives have a commonality of interest with respect to such matters and it is the desire, intention and mutual understanding of both parties hereto that the sharing of such Evaluation Material is not intended to, and shall not, waive or diminish in any way the confidentiality of such Evaluation Material or its continued protection under the attorney-client privilege, work product doctrine or other applicable privilege. All Evaluation Material provided by either party hereto that is entitled to protection under the attorney-client privilege, work product doctrine or other applicable privilege shall remain entitled to such protection under those privileges, this Agreement, and under the joint defense doctrine.

8. NO LICENSE GRANTED

Both parties recognize and agree that, on and after the date hereof, neither party will have the right to use the other party's service marks, trademarks, trade names, licenses, procedures, processes, labels, trade secrets or customer lists without explicit written consent.

9. NON-ASSIGNMENT OF RIGHTS

Neither party hereto shall assign in whole or in part its rights or obligations under this Agreement without the express written consent of the other party. This Agreement shall be binding upon and shall inure to the benefit of each of the party’s successors and permitted assigns.

10. SEVERABILITY

If it is found in a final judgment by a court of competent jurisdiction (not subject to further appeal) that any term or provision hereof is invalid or unenforceable, (i) the remaining terms and provisions hereof shall be unimpaired and shall remain in full force and effect and (ii) the invalid or unenforceable provision or term shall be replaced by a term or provision that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term or provision.

11. PRIOR UNDERSTANDINGS

This Agreement embodies the entire agreement and understanding of the parties hereto and supersedes any and all prior agreements, arrangements and understandings relating to the matters provided for herein. No alteration, waiver, amendment, change or supplement hereto shall be binding or effective unless the same is set forth in writing signed by a duly authorized representative of each party.

12. COPIES

For the convenience of the parties, any number of counterparts of this Agreement may be executed by the parties hereto. Each such counterpart shall be, and shall be deemed to be, an original instrument, and all such counterparts taken together shall constitute one and the same agreement.

13. GOVERNING LAW

The validity and interpretation of this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida applicable to agreements made and to be fully performed therein (excluding the conflicts of laws rules).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

_____ COMPANY NAME	**Endorphin Farms Inc**
_____ EMAIL ADDRESS	sales@endorphinfarms.com
_____ PHONE NUMBER	904-824-2006
_____ FAX NUMBER	904-824-4014
By:_____ Authorized Signature	By:_____ Authorized Signature
By:_____ Print Name and Title	By: Michelle L Fehr, Controller Print Name and Title

List other authorized signers on this account:

_____

_____

_____