

## SAVANNAH FAMILY INSTITUTE

### MUTUAL NON-DISCLOSURE AGREEMENT

In connection with the mutual consideration of a possible strategic transaction between the parties hereto, each undersigned party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose information which has commercial and other value in the Disclosing Party's business and is confidential or proprietary in nature (including, but not limited to, trademarks, servicemarks, copyrights and any applications therefor, trade secrets, know-how, ideas and inventions, product information and product development plans, customer lists, supplier information, the names and expertise of employees and consultants, information concerning the financial condition, operations, assets and liabilities, financial forecasts and business strategies of the Disclosing Party and other confidential information) (the "Proprietary Information").

As a condition to such Proprietary Information being furnished to each party and its affiliates, directors, officers, employees, consultants, agents or advisors (including, without limitation, attorneys, accountants, consultants, bankers and financial advisors) (collectively, the "Representatives"), each party agrees on behalf of itself and its Representatives, to treat any Proprietary Information of the other party in accordance with the provisions hereof, and to take or abstain from taking certain other actions hereinafter set forth.

1. The Receiving Party hereby agrees as follows:
  - (a) to hold the Disclosing Party's Proprietary Information in confidence and to take all precautions to protect such Proprietary Information as the Receiving Party employs with respect to its most confidential materials, but in no case shall the Receiving Party employ less than reasonable precautions;
  - (b) not to disclose any such Proprietary Information of the Disclosing Party or any information derived therefrom to any third person;
  - (c) not to make any use whatsoever at any time of such Proprietary Information of the Disclosing Party except for the sole limited business purposes of understanding, evaluating, implementing or making preparations for the implementation of the Proprietary Information and the strategic transaction contemplated hereby;
  - (d) not to copy or reverse engineer, or attempt to derive the composition or underlying information, structure or ideas of any such Proprietary Information of the Disclosing Party; and
  - (e) to have each of its Representatives who is given access to any such Proprietary Information of the Disclosing Party execute an agreement substantially similar to this Agreement.

2. Without granting any right or license, the Disclosing Party agrees that Section 1 above shall not apply with respect to any information that the Receiving Party can document (i) is or becomes, through no improper action or inaction by the Receiving Party, generally available to the public or (ii) was rightfully disclosed to it by a third party (other than any Representative of the Disclosing Party) without restriction. The Receiving Party may make disclosures required by court order provided that the Receiving Party (i) promptly notifies the Disclosing Party, (ii) uses reasonable efforts to limit disclosure and to obtain confidential treatment or a protective order and (iii) has allowed the Disclosing Party to participate in the proceeding.

3. The Receiving Party understands that nothing herein (i) requires the disclosure of any Proprietary Information of the Disclosing Party which shall be disclosed, if at all, solely at the option of the Disclosing Party or (ii) requires the Disclosing Party to proceed with any proposed transaction or business relationship in connection with which Proprietary Information may be disclosed.

4. Immediately upon a request by the Disclosing Party at any time, the Receiving Party will turn over to the Disclosing Party all Proprietary Information of the Disclosing Party including, but not limited to, all documents or media containing any such Proprietary Information and any and all copies of extracts thereof as well as any documents or media prepared by the Receiving Party which are directly related to the Disclosing Party's Proprietary Information or the strategic transaction contemplated hereby.

5. The Receiving Party acknowledges and agrees that, due to the unique nature of the Disclosing Party's Proprietary Information, there can be no adequate remedy at law for any breach of its obligations hereunder and that any such breach or any unauthorized use or release of any Proprietary Information will allow the Receiving Party or third parties to unfairly compete with the Disclosing Party resulting in irreparable harm to the Disclosing Party. Therefore, the Receiving Party agrees that, upon any such breach of this Agreement or any threat thereof, the Disclosing Party shall be entitled (i) to appropriate equitable relief in addition to whatever remedies the Disclosing Party might have at law and (ii) to be indemnified by the Receiving Party from any loss or harm (including, without limitation, attorney's fees) in connection with any breach or enforcement of the Receiving Party's obligations hereunder or the unauthorized use or release of any such Proprietary Information. The Receiving Party shall notify the Disclosing Party in writing immediately upon the occurrence of any such unauthorized release or other breach of which it is aware.

6. Except to the extent required by law, neither party shall disclose the existence or subject matter of the discussions, negotiations or business relationship contemplated by this Agreement in the absence of the prior consent of a duly authorized representative of the other party.

7. All notices and other communications relating hereto shall be in writing and shall be deemed given if delivered personally or by commercial messenger or courier service, or mailed by registered or certified mail (return receipt required) or sent via facsimile (with acknowledgement of complete transmission) to the parties at the following addresses (or at such other address for a party as shall be specified by like notice), provided however, that notices sent by mail will not be deemed

given until received:

Savannah Family Institute, Inc. \_\_\_\_\_

2651 E. Desert Inn Dr. \_\_\_\_\_

Chandler, AZ 85249 \_\_\_\_\_

Facsimile No.: 866-512-2067 \_\_\_\_\_

8. This Agreement may be executed by facsimile and in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that all parties need not sign the same counterpart. The obligations contained herein shall continue for a period of two years.

9. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

10. No waiver or modification of this Agreement will be binding upon any party unless made in writing and signed by a duly authorized representative of such party and no failure or delay in enforcing any right will be deemed a waiver.

11. In the event that any provision of this Agreement, or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement will continue in full force and effect and the application of such provision to other persons or circumstances will be interpreted so as reasonably to effect the intent of the parties hereto. The parties further agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

12. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia regardless of the laws that might otherwise govern under applicable principles of conflicts of laws. Each party hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Agreement or the actions of the parties in the negotiation, administration, performance and enforcement hereof.

13. If any action or other proceeding relating to the enforcement of any provision of this Agreement is brought by any party hereto, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements (in addition to any other relief to which the prevailing party may be entitled).

14. The parties hereto waive the application of any law, regulation, holding or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year set forth below.

SAVANNAH FAMILY INSTITUTE,  
a Georgia Corporation

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: Director of Operations

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_