

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Nondisclosure Agreement (the "Agreement") is made and entered into as of _____, 2011 (the "Effective Date"), by Sales Getters, a Georgia corporation ("Sales Getters") and _____, a _____ Corporation ("Other Party"). Sales Getters and the Other Party (each, a "Party", and collectively, the "Parties") desire to explore possible business arrangements. In furtherance of this exploration, the Parties anticipate an exchange of Confidential Information and are entering into this Agreement to provide for the protection of such information and materials and to restrict the use and disclosure of such information and materials by the receiving Party. Accordingly, the Parties agree:

1. Definitions. "Confidential Information" means: (a) product information, marketing plans, financial/pricing information, customer and vendor related data, services/support and other business information including, but not limited to software, strategies, plans, techniques, drawings, designs, specifications, technical or know-how data, research and development, ideas, inventions, patent disclosures that may be disclosed between the Parties whether in written, oral, electronic, website-based, or other form and (b) any modifications or derivatives prepared by the Receiving Party that contain or are based upon any Confidential Information obtained from the Disclosing Party, including any analysis, reports, abstracts, or summaries of the Confidential Information. The Party disclosing Confidential Information is referred to in this Agreement as the "Disclosing Party" and the Party receiving such Confidential Information is referred to as the "Receiving Party."

2. Term. This Agreement shall continue in full force and effect: (a) in the case of Confidential Information that constitutes a trade secret under applicable law, for as long as such Confidential Information remains a trade secret; or (b) in the case of any other Confidential Information, for a term of 3 years following the date of disclosure. The obligations of confidentiality and limitation of use shall survive termination of this Agreement.

3. Limitations on Use. Unless the Disclosing Party expressly authorizes otherwise in advance of such use, the Receiving Party must only use the Confidential Information in connection with a possible business arrangement. The Receiving Party agrees that it shall have no right to copy or reproduce the Confidential Information, in whole or in part, without the Disclosing Party's written permission. The Receiving Party shall not disassemble, decompile, or reverse engineer software (if any) provided.

4. Protection of Confidential Information. Receiving Party will take no less care with protecting Disclosing Party's Confidential Information than it uses with its own confidential information and in no event will the Receiving Party use less than a reasonable standard of care.

5. Access to Confidential Information. Access to the Confidential Information must be restricted to personnel of Receiving Party on a need-to-know basis. Receiving Party shall require all personnel granted access to the Confidential Information, including but not limited to employees, agents, and independent contractors of Receiving Party, to execute a non-disclosure agreement binding such personnel to the confidentiality obligations set forth herein, to the same extent as the Receiving Party is bound to the Disclosing Party herein. In all such personnel non-disclosure agreements, the Disclosing Party must be specifically identified as an intended third party beneficiary to that agreement.

6. No Other License. Confidential Information disclosed by the Disclosing Party to the Receiving Party will at all times remain the property of the Disclosing Party. No other license to use any trademarks, patents, copyrights, or other rights is granted under this Agreement or by any disclosure of Confidential Information under this Agreement.

7. Return of Confidential Information. All Confidential Information made

available under this Agreement, including copies of Confidential Information, must be returned to the Disclosing Party upon the first to occur of: (a) termination of discussions concerning a possible transaction between the Parties, or (b) upon the request by the Disclosing Party.

8. Non-Confidential Information. Nothing in this Agreement will prohibit or limit Receiving Party's use of information (including but not limited to intangible ideas, concepts, know-how, techniques, and methodologies) that is: (a) previously known to Receiving Party; (b) independently developed by the Receiving Party without the use of Confidential Information by any personnel, including but not limited to employees, agents, and independent contractors, that have not had access to the Confidential Information, as can be substantiated by reasonable evidence; (c) acquired by the Receiving Party from a third party which was not, to the Receiving Party's knowledge, under an obligation to the Disclosing Party not to disclose such information; or (d) which is or becomes publicly available through no breach by the Receiving Party or the Receiving Party's personnel.

9. Judicial Disclosures. If Receiving Party receives a subpoena or other validly issued administrative or judicial process demanding Confidential Information, Receiving Party must promptly notify Disclosing Party and tender to it the defense of that demand.

10. Successors and Assigns. This Agreement is and will be binding upon the Parties and each of their respective affiliates, and upon their respective heirs, successors, representatives and assigns.

11. Injunctive Relief. Receiving Party agrees that the Disclosing Party will be entitled to a restraining order, injunction or other equitable relief if Receiving Party breaches its obligations under this Agreement, in addition to any other remedies and damages that would be available at law or equity.


12. Governing Law. The validity, performance, construction, and effect of this Agreement will be governed by the laws of the State of Georgia, without regard to its conflicts of laws principles.

13. Entire Agreement. This Agreement constitutes the entire agreement between the Parties concerning the confidentiality and non-disclosure obligations discussed herein and may not be modified or amended other than by a written instrument executed by both Parties. No provision herein is to be construed against or in favor of any Party on the basis of authorship.

14. Severability. Each provision of this Agreement is independent, and if any term, covenant, or condition in this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement and the covenants herein contained shall not be affected thereby and the residue shall be valid and enforceable to the fullest extent permitted by law.

15. Facsimile Signature and Counterparts. The Parties hereby agree that signatures transmitted and received via facsimile are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. The parties may also execute this Agreement in counterparts, each of which will constitute an original.

Sales Getters:

By: 
Name: Louis Bernstein _____
Title: CEO _____
Address: 4544 Dairy Way _____
City, State, Zip: Norcross, GA 30092 _____

Other Party:

By: _____
Name: _____
Title: _____
Address: _____
City, State, Zip: _____