

**SYNERGI PARTNERS
RECIPROCAL NON-DISCLOSURE AGREEMENT**

This Reciprocal Non-Disclosure Agreement ("Agreement") is entered as of the Effective Date set forth below by and between Synergi Partners and its affiliates and the party identified below ("Company").

WITNESSETH:

In consideration of the covenants and agreements herein contained and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Synergi Partners and Company agree as follows:

1. DEFINITION. "Confidential Information" shall mean all confidential or other proprietary information that is disclosed by or on behalf of one party (the "Disclosing Party") to the other party (the "Receiving Party") in any form, including, without limitation, employee and payroll data, any strategies, research, methodologies, techniques, any product specifications, designs and documentation, customer lists, software code and designs, business, service and product plans, sales data, drawings, models, prototypes, product mix data, current or future initiatives, inventory management data, business, marketing or promotional information, merchandising changes, flow charts, customer lists, vendor lists, or other information that the Disclosing Party designates as confidential, or which under the circumstances surrounding disclosure or given the nature of the information would reasonably be believed to be confidential (whether disclosed before, on or after the Effective Date). Confidential Information shall also include any information observed by Synergi Partners or Company while at the facilities of Company or Synergi Partners or in the course of meetings between Synergi Partners and Company. Confidential Information shall not include any information which: (i) is or becomes a part of the public domain through no act or omission of the Receiving Party; (ii) is in the Receiving Party's possession, with no confidentiality restrictions, prior to the time of disclosure under this Agreement; (iii) is disclosed to the Receiving Party by a third party with no confidentiality restrictions; or (iv) is independently developed by the Receiving Party without use of, or reference to, the Disclosing Party's Confidential Information.

2. RESTRICTIONS.

2.1 General. The Receiving Party agrees that, as a condition to the receipt of the Disclosing Party's Confidential Information, the Receiving Party shall: (i) not disclose, directly or indirectly, to any third party (including, without limitation, any affiliate of Receiving Party, any research company, analyst, member of the media, and any employees of Receiving Party that do not have a need to know) any portion of the Disclosing Party's Confidential Information without the prior written consent of the Disclosing Party; (ii) not use or exploit the Disclosing Party's Confidential Information in any way except for the internal review in connection with the evaluation or performance of a possible business transaction with the Disclosing Party; (iii) promptly return or destroy, at the Disclosing Party's option, all materials and documentation containing the Confidential Information upon request of the Disclosing Party; (iv) take all reasonably necessary precautions to protect the confidentiality of the Confidential Information received hereunder and exercise at least the same degree of care in safeguarding the Confidential Information as the Receiving Party would with its own confidential information; and, (v) promptly advise the Disclosing Party in writing upon learning of any unauthorized use or disclosure of the Confidential Information.

2.2 Governmental Procedure. If either Synergi Partners or Company is required under a judicial or governmental order or procedure to disclose any Confidential Information received from the other party, such party may disclose the Confidential Information provided that they give the other party prior notice to contest such order or procedure and that they disclose only such portions of the Confidential Information as required by such order or procedure.

2.3 Employees. Synergi Partners and Company shall take all necessary steps to ensure that its employees comply with the confidentiality restrictions and obligations of this Agreement. Synergi Partners and Company acknowledge and agree that each shall be responsible for any breach of this

Agreement by their employees.

2.4 Trading of Securities. Company hereby acknowledges that it understands and is aware that federal securities laws prohibit any person who possesses material, non-public information about a company from purchasing or selling securities of such company while such information remains material and nonpublic or from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities, and Synergi Partners and Company hereby agrees to comply with such laws.

3. OWNERSHIP.

3.1 Ownership. All Confidential Information furnished hereunder shall, unless otherwise agreed in writing, remain the property of the Disclosing Party.

3.2 No License. Except for purposes of its internal evaluation of the Confidential Information, neither Synergi Partners nor Company grants to the other party any license, by implication or otherwise, to use the Confidential Information or any license rights in any patent, copyright or other intellectual property rights regarding the Confidential Information.


4. DISCLAIMER. The Confidential Information is disclosed "AS-IS." Nothing contained in this Agreement or in any Confidential Information shall constitute any express or implied warranty of any kind, including, without limitation, any warranty of merchantability, accuracy, fitness for a purpose or non-infringement of any patent, copyright or other third party intellectual property right.

5. MISCELLANEOUS. Synergi Partners and Company recognizes that breach of this Agreement may cause irrevocable harm to the Disclosing Party that is inadequately compensable in damages and that the disclosing party is entitled to seek injunctive relief for such breach. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof. No provision of this Agreement may be amended or waived without a written agreement signed by Synergi Partners and Company. This Agreement shall be governed by the laws of the State of South Carolina and the United States of America, without giving effect to principles of conflicts of laws, and the parties consent to the jurisdiction of the state and federal courts located in South Carolina. The parties agree that any signatures of a party or parties delivered by facsimile transmission or by scanned image (e.g. pdf file) as an attachment to electronic mail (email) will be treated in all respects as having the same effect as an original signature. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Synergi Partners and Company have entered into this Reciprocal Non-Disclosure Agreement as of the Effective Date set forth below.

SYNERGI PARTNERS

[COMPANY NAME]

By:  _____

By: _____

Name: Tim Norwood

Name: _____

Title: Executive Vice President

Title: _____

Effective Date: _____

Address: _____

