

MUTUAL NON-DISCLOSURE AGREEMENT

_____ (your full name), having offices in _____ (city), _____ (state/
country) (the "Customer") and Gann Memorials, LLC
having offices in Creedmoor, North Carolina (the "Company") (collectively the
"Parties") are about to begin discussions with respect to a possible business or
contractual relationship. In order for such discussions to be meaningful, it is necessary
that the Parties make available to each other certain of their most highly confidential
and or proprietary information ("Confidential Information").

In consideration of the disclosure of the Confidential Information by the Parties to each other, the Parties agree as follows:

1) Non-disclosure and Restriction on Use of Information. The Parties (each either a "Disclosing Party" or a "Receiving Party", as the case may be, agree:

That any Confidential Information disclosed by a Disclosing Party to a Receiving Party in connection with the discussions regarding a possible business relationship between the Parties is to be kept secret and confidential. The Disclosing Party further agrees not to reveal such Confidential Information to any person other than such employees or advisors of the Disclosing Party: (i) as may be necessary for the purposes of stated herein; and (ii) who have entered into agreements sufficient to protect the Confidential Information. For the purposes of this Agreement, Confidential Information shall mean all confidential or proprietary information, whether oral or written, and other documentation, data or information relating to or provided a Disclosing Party to a Receiving Party hereunder. For purposes of this Agreement, Confidential Information shall not include: (a) Confidential Information that was known by the Receiving Party prior to its receipt from the Disclosing Party; (b) Confidential Information that is or becomes part of the public domain other than by the Receiving Party's direct or indirect act; (c) Confidential Information that is rightfully disclosed to the Receiving Party by a third party without restrictions; or (d) similar information that is independently developed without access to the Disclosing Party's Confidential Information. The Parties further agree to:

- To treat the Disclosing Party's Confidential Information in the same manner as it treats its own most highly confidential information.
- Not to disclose, publish, release, transfer or otherwise make available the Disclosing Party's Confidential Information in any form to, or for the use or benefit of, any person or entity. In the event that it becomes necessary for any reason for the Receiving Party to disclose the Confidential Information to parties not authorized in Paragraph 1 (a) hereof, the Receiving Party agrees that they shall not disclose any such information to any third party, directly or indirectly, without the prior written consent of the Disclosing Party and, if such disclosure to a third party is consented to by the Disclosing Party such third party shall be required to agree to be bound by the terms of this Agreement.

- To keep safe all documents and other tangible property comprised with the Disclosing Party's Confidential Information and not to release them or it out of their possession.
- In the event that the Receiving Party is required to disclose the Confidential Information in connection with any judicial proceeding or government investigation, the Receiving Party shall promptly notify the Disclosing Party, in writing, and allow a reasonable time for the Disclosing Party to seek a protective order from the appropriate authority.
- To immediately notify the Disclosing Party upon learning of any unauthorized use or disclosure of any Confidential Information.
- Acknowledgment. The Parties hereto acknowledge and agree that the Disclosing Party's Confidential Information is proprietary to and a valuable asset of the Disclosing Party. All right, title, and interest in and to the Disclosing Party's Confidential Information shall be and remain vested in the Disclosing Party. Nothing in this Agreement shall grant the Receiving Party any license or right of any kind with respect to the Confidential Information, other than the privilege to review and evaluate such information for the sole purpose set forth above. All Confidential Information is provided on an "AS IS" basis, and all representations and warranties, express or implied, including fitness for a particular purpose merchantability, and non-infringement, are hereby disclaimed. Neither party has an obligation under this Agreement to enter into any other agreement with the other party.
- Term and Termination. The obligations imposed by this Agreement shall continue indefinitely. The Parties may terminate the discussions contemplated hereunder at any time for any reason and neither Party may assert any claim against the other for any such decision to terminate the discussions, provided that obligations of the Parties set forth herein shall survive any such termination. Upon termination of discussions hereunder, the parties shall return to each other all Confidential Information and any copies thereof, or, at the Disclosing Party's option, provide proof satisfactory that such Confidential Information has been destroyed.
- Injunctive Relief. The Receiving Party recognizes that the disclosure of the Disclosing Party's Confidential Information would cause irreparable injury. For that reason, in the event of a breach of any of the covenants or representations hereof, the Disclosing Party shall be entitled to injunctive relief in addition to any other remedy, including claims for damages and attorneys' fees, that it might otherwise have.
- Non-Solicitation. The parties agree that they shall not recruit or employ any employee of the other during the term of this agreement without the prior approval.
- Miscellaneous. This Agreement represents the entire agreement between the Parties with respect to the subject matter. This Agreement may not be terminated, amended or modified, except by an instrument in writing signed by the Parties. The Parties may not assign this Agreement or its obligations under this Agreement, in whole or in part, without the prior written consent of the other.
- Applicable Law. The provisions of this Agreement shall be construed, and the performance thereof shall be enforced, in accordance with the laws of (State/Province & Country) _____ and North Carolina, USA.

IN WITNESS WHEREOF, the parties hereto have set their hand and seal this day of _____ (MM/DD/YYYY)

_____ (Your Full Name - Print) - Principal

_____ (Your Full Name - Signature) - Principal

Gann Memorials, LLC
By: Chris Gann - CEO/President

_____ (Signature)