

CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT

This Agreement is entered into this ____ day of November, 2014 by and between Savannah Spirits, LLC ("SS") and _____, ("Recipient"), pertaining to various business enterprises planned by SS.

1. Definition of Confidential Information

a) As used in this Agreement, the term "Confidential Information" means information that has been or that may be disclosed, in either oral, written, graphic, electronic or any other form, by SS to the Recipient, including, but not limited to, information concerning all aspects of the business and/or business plan of SS and its affiliates, including but not limited to the following: financial statements, budget information, business and marketing plans, customer/client transactions, member information, customer/client lists; vendor lists or information, prospective contractual relations, assembled data, plans, drawings and similar marketing materials, trademark information, research and development material; work in progress; and any other documentation marked "confidential." Including all oral discussions pertaining to the subject matter of SS's business plans.

b) The term "Confidential Information" does not include information that: i) was in the public domain prior to the Effective Date of this Agreement or subsequently came into the public domain through no fault of the Recipient; ii) was lawfully received by the Recipient from a third party not, to the Recipient's knowledge, subject to any contractual or fiduciary duty not to disclose; iii) was already known or in the possession of the Recipient prior to receipt thereof from SS, as evidenced by the Recipient's written records; iv) is required to be publicly disclosed in a judicial or administrative proceeding after all reasonable legal remedies for maintaining such information in confidence have been exhausted; or v) is subsequently and independently developed by employees, consultants or agents of the Recipient without reference to the Confidential Information disclosed by SS.

2. Confidentiality

The Recipient shall:

- a) not use or disclose any Confidential Information of SS to third parties other than in conformity with the provisions of this Agreement;
- b) limit access to the SS's Confidential Information to its employees who are aware of the proprietary nature and obligations of this Agreement and have a need-to-know in connection with the discussions concerning the possible investment;
- c) be responsible for any breach of the terms hereunder by the Recipient or any person who receives or has access to any Confidential Information of SS through the Recipient.

3. Duty of Care

The Recipient shall exercise a reasonable level of care that, at a minimum, will equal or exceed the level of care it would exercise

to safeguard its own Confidential Information with regard to Confidential Information received from SS.

4. No License or Warranty

All Confidential Information disclosed by SS shall remain the property of SS. Nothing in this Agreement shall be construed as granting any license or right as to use of the Confidential Information.

5. Term and Termination

This fully executed Agreement shall commence on the Effective Date and shall continue to be in effect until the later of: (i) two (2) years after either party indicates in writing that the discussions have ended; or (ii) two (2) years following the Effective Date. Upon termination of this Agreement or the reasonable written request of SS, the Recipient shall return or destroy all documents or other matter furnished by SS to the Recipient constituting Confidential Information (including all copies, notes, electronic or other records, in any medium whatsoever of Confidential Information) and upon reasonable written request, the Recipient shall confirm in writing to SS that it has not retained any such Confidential Information in any medium whatsoever.

6. Injunctive Relief and Costs of Enforcement

Each party acknowledges that any breach of this Agreement would cause irreparable harm to SS which would be difficult, if not impossible, to quantify in monetary damages. The Recipient consents to the grant of immediate injunctive relief to SS upon material breach of this Agreement, in addition to all other remedies available in equity and at law. The Recipient waives any requirement that SS posts a bond in connection with any application for or order granting injunctive relief. The prevailing party shall be entitled to recover its costs of suit and reasonable expenses in any suit to enforce this Agreement.

7. Miscellaneous

This Agreement shall be governed by and construed in accordance with the internal laws of the State of Georgia, without regard to any conflict of laws principles. Both parties consent to the exclusive jurisdiction of the state or federal courts located in Chatham County, Georgia for the resolution of disputes under this Agreement. This Agreement may be modified only in a writing signed by the parties. This Agreement may not be assigned. This Agreement supersedes all prior understandings of the parties relating to Confidential Information.

SAVANNAH SPIRITS, LLC.

RECIPIENT:

By Dean B. Bell, President

Printed Name: _____

Address: _____