

MUTUAL NON-DISCLOSURE AGREEMENT

The parties to this Non-Disclosure Agreement (“Agreement”) are The Mercantile, Inc., a Georgia corporation (“Mercantile”), and Prospective Buyer. “Prospective Buyer” means:

- (i) (if an entity) _____, a _____ [entity domicile] entity, with a home office address of _____, or _____, or
- (ii) (if an individual) _____, a resident of the state of _____ with an address of _____.

Mercantile and Prospective Buyer anticipate the need to communicate regarding the potential sale of Mercantile’s business. Therefore, the parties enter into this Agreement to facilitate such communications while protecting the parties’ Confidential Information and Trade Secrets. “Disclosing Party” means the party disclosing information, and “Receiving Party” means the party receiving information. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions.

“**Confidential Information**” means any data, materials or information (“Information”) that is not generally known to the public, that is subject to reasonable efforts by Disclosing Party to keep such Information confidential and that is owned, licensed or possessed by Disclosing Party and is disclosed to Receiving Party (before or after execution of this Agreement) by or on behalf of Disclosing Party whether in oral, written, digital or other form. Confidential Information includes, but is not limited to: information concerning Disclosing Party’s customers, vendors, suppliers, employees, independent contractors or entities with whom Disclosing Party does or intends to do business; Disclosing Party’s business plan and practices, methods of operation, processes, know-how, strategies or plans; Disclosing Party’s assets, liabilities, debt, accounts payable and expenses; Disclosing Party’s personal financial information or credit worthiness; Disclosing Party’s systems; Disclosing Party’s internal organization structure; and Disclosing Party’s revenue, profits, accounts receivable or losses.

Excluded from Confidential Information. Confidential Information does not include Information which: (i) was independently developed by Receiving Party without reference to Disclosing Party’s Confidential Information, as evidenced by written proof in existence prior to disclosure (whether such disclosure occurs before or after execution of this Agreement) of such Information by or on behalf of Disclosing Party; (ii) is widely available to the public with little effort and at a relatively low cost, or (iii) is known to Receiving Party prior to disclosure (whether such disclosure occurs before or after execution of this Agreement) by Disclosing Party.

“**Trade Secret**” means information, without regard to form, including, but not limited to, technical or nontechnical data, a formula, a pattern, a compilation, a program, a device, a method, a technique, a drawing, a process, financial data, financial plans, product plans, or a list of actual or potential customers or suppliers which is not commonly known by or available to the public and which information: (A) Derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (B) Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. Trade Secrets specifically include any Confidential Information satisfying the criteria in this paragraph.

2. Protection of Confidential Information and Trade Secrets.

(a) Receiving Party will not use, copy, or disclose to any third party (other than counsel, accountants or advisors who agree to adhere to the obligations of this Agreement for the purposes of assessing participating in the Offering), or permit any unauthorized person access to, Disclosing Party's Confidential Information, except as expressly permitted in this Agreement where necessary to further the purposes of this Agreement. It is Receiving Party's responsibility to assess the nature of any information provided to it by Disclosing Party and to determine whether it constitutes Confidential Information or a Trade Secret. Receiving Party shall consult Disclosing Party where necessary in order to assess the nature of any information provided to Receiving Party.

(b) Receiving Party will not use, copy, or disclose to any third party (other than counsel, accountants or advisors who agree to adhere to the obligations of this Agreement for the purposes of assessing participating in the Offering), or permit any unauthorized person access to Disclosing Party's Trade Secrets for as long as trade secrecy status is maintained except as expressly permitted in this Agreement and only to the extent necessary to further the purposes of this Agreement.

(c) Receiving Party agrees that, as between the parties, all Confidential Information or Trade Secrets are the exclusive property of Disclosing Party and all rights not expressly granted to Receiving Party in this Agreement are hereby reserved to Disclosing Party. Upon termination or expiration of this Agreement for any reason (including but not limited to a breach of this Agreement by Disclosing Party) or upon Disclosing Party's request, whichever is sooner, Receiving Party will immediately return or destroy all Confidential Information and Trade Secrets and Receiving Party shall not retain any copies or other memorializations of Confidential Information or Trade Secrets.

3. No Duty to Disclose, Do Business & Expenses. Neither this Agreement nor the disclosure or receipt of Confidential Information or Trade Secrets shall constitute an obligation by either party to enter into any transaction or agreement or to participate in the Offering. Neither party has any obligation to furnish the other party with any Confidential Information or Trade Secrets. Each party shall be solely responsible for its own expenses incurred relating to the Offering unless and until the parties expressly agree otherwise in writing.

4. Waiver, Modifications, Severability, Assignment, Entire Agreement & Counterparts. No term of this Agreement shall be waived and no breach excused unless such consent to waive or excuse be in writing and signed by the party claimed to have waived or excused such term or breach. A waiver of any term or breach of this Agreement shall not be construed as a waiver of the same term or breach in the future. All modifications of this Agreement must be in writing and signed by the party against whom the modification is to be enforced. The provisions of this Agreement shall be severable if any of them are held to be invalid; in which case, the remaining provisions shall remain enforceable to the extent permitted by law. This Agreement, made in Georgia, constitutes the full and entire understanding and agreement between the parties with regard to the subject matter hereof, and supersedes all prior agreements, understandings, inducements or conditions, express or implied, oral or written, except as herein contained. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original.

Each representative of any entity below represents individually that he/she is authorized by the respective entity to bind that entity to this Agreement:

[signatures on following page]

Mercantile, Inc.

If Prospective Buyer is an entity:

By: _____
Name: _____
Title: _____
Date: _____

(Print entity name)
By: _____
Name: _____
Title: _____
Date: _____

If Prospective Buyer is an individual:

Signature: _____
Printed Name: _____
Date: _____