

expenses. If one party substantially prevails, they shall be awarded a reasonable sum as litigation expenses and are not obligated to pay legal expenses for the other party(ies). This provision applies to any controversy, claim, or dispute that is the subject of and judicial, arbitration, or administrative proceedings, including appeals therefrom.

7.4 No Further Obligation. Nothing in this Nondisclosure Agreement shall obligate either party to enter or to refrain from entering any further agreement or negotiation with the other party or with any third party.

7.5 Entire Agreement; Modification. This Agreement together with all exhibits or schedules attached to this Agreement: (a) contains the entire understanding between the parties with respect to the safeguarding of Confidential Information disclosed during the term of this Agreement; and (b) supersedes all prior communications and understandings between the parties with respect thereto. This Agreement may be modified, supplemented and/or amended only by a writing signed by authorized representatives of both CapVisor and Recipient; provided, however, that in the event any court of competent jurisdiction determines any provision herein is too broad to enforce as written, such court is authorized and directed by the parties hereto to construe, modify or reform such provision to the extent reasonably necessary to make such provision enforceable.

EXECUTED as of the date first set forth above.

RECIPIENT

By *Glen C. Falk*

Glen C. Falk

Print Name

CAPVISOR ASSOCIATES, LLC

By _____

Print Name

Title

Title

Recipient's Address for Notices:

1525 Whitlow Xing
Bishop, GA 30621

CapVisor's Address for Notices:

P.O. Box 1084
Gainesville GA, 30503
Attention: Carl Terzer