

Confidentiality Agreement

This Confidentiality Agreement, is made this _____ day of _____, 201____, by and between BJ Con-Sew, Inc. and _____ (the "Third Party"), both of which may be collectively referred to as Parties.

WITNESSETH:

WHEREAS, Company is in possession of valuable confidential and proprietary, technical and/or commercial information and documentation (Collectively referred to as "Confidential Information") Being, but not limited to, past, present or future ideas, concepts, business plans, cost information, price lists, products, formulas, recipes, procedures, policies, instructions, equipment, technical information, customer database, financial information and/or reports; and

WHEREAS, Third Party is desirous of obtaining certain Confidential Information for the purpose of providing services/or products to Company.

NOW THEREFORE, Company is willing to make such disclosures of Confidential Information in reliance upon Third Party complying with the following terms and conditions:

1. Third Party, its officers, directors, employees, agents, or representatives will (a) hold in trust and maintain confidential, (b) not disclose or make available to any third party whether orally, electronically, on disk, in writing, or otherwise, without prior written approval of Company, and (c) not use for itself or for any third party (other than a use by a Party for the purposes states above) any Confidential Information received from Company.
2. Third Party will strictly limit access to Confidential Information received hereunder to only those officers, directors, agents, representatives and employees who need and require such Confidential Information for the sole purpose of potentially providing or providing services and/or products to Company.
3. Third Party agrees that the Confidential Information is and shall remain the sole and exclusive property of Company. On written request by Company, the Third Party shall, within seven (7) days of being requested to do so, promptly return all written documents or other materials embodying the Confidential Information provided by Company and all copies, excerpts, abstracts and/or materials which may have been made by Third Party.

4. The obligations established herein will not apply to the extent Third Party can show that such Confidential Information:
 - a. was known or in its possession prior to disclosure hereunder; or
 - b. is or becomes generally known to the public through no wrongful act of Third party; or
 - c. is approved for release by written authorization of Company; or
 - d. Is disclosed pursuant to the lawful requirement of a government agency or is required by the operation of law. Notwithstanding of foregoing, in the event Third Party must disclose Confidential Information pursuant to this Paragraph, Third Party shall give Company written notice of said disclosure request and a copy thereof so that company can take action, if any, to protect its interest.
5. The obligations established under Paragraphs 1 and 4 of this Agreement will expire five (5) years from the date of this Agreement as set forth hereinabove, unless specifically renew by a written modification to this Agreement or a subsequent written agreement between Parties.
6. This Agreement shall not in any way constitute a grant of any patent, copyright or other right or license of any kind to Third Party in the Confidential Information or to use any Confidential Information in any other manner or way except for the limited purposes provide herein. Nor shall this Agreement commit either Party to enter into a business relationship with the other or to use said other Party for any other activities with regard to the Confidential Information or the products or services of either Party absent separate written agreement between the Parties.
7. The opportunity to receive Confidential Information under this Agreement may be terminated at any time by written notice from Company.
8. This Agreement constitutes the entire understanding between the Parties and supersedes any oral or written agreements which may have been entered into between the Parties on disclosure of Confidential Information.
9. Because of the nature of the competitive marketplace and the uniqueness of the Confidential Information, each Party acknowledges and agrees that any breach of any other terms of the Agreement by Third Party will result in immediate and irreparable injury to Company, and therefore, the Third Party authorizes Company to seek injunctive relief, without the requirement of posting a bond or other security, in order to prohibit the

Third Party form, or to cause the Third Party to cease, breaching any of the terms hereof, as well as to seek all other legal or equitable remedies to which Company may be entitled. Further, Company will be entitled to recover its attorneys' fees, costs, and expenses if it seeks to enforce this Agreement. No remedy conferred by the Agreement is intended to be exclusive of any other remedy and all remedies now or hereafter existing at law or in equity shall be available to Company. The election of any one or more remedies by Company shall not constitute a waiver of the right to pursue other available remedies.

- 10. This Agreement shall be governed by and construed according to the laws of the State of North Carolina.
- 11. No waiver by a Party of any breach of this Agreement shall constitute a waiver of the terms and conditions of this Agreement with respect to any subsequent breach hereof.
- 12. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors, legal representatives, and, to the extent permitted hereby, assigns. Third Party may not assign this Agreement without the express written permission of Company.

IN WITNESS WHEREOF, each Party has caused this Agreement to be duly executed as of the date first above written.

By: _____

Its: _____

THIRD PARTY

By: _____

Its: _____