

MUTUAL CONFIDENTIALITY AGREEMENT

THIS MUTUAL CONFIDENTIALITY AGREEMENT, is made by and between Bee Consulting, LLC a North Carolina corporation with its principal place of business at 2833 Forest Dr, Winston Salem, NC 27104, ("Bee Consulting") and the company applying for the Bee Consulting "EMS (Evaluate My Business) service ("Company").

WHEREAS, Company wishes to hire Bee Consulting to provide business analysis insight and analysis (the "Purpose"); and are mutually interested in exchanging certain technical and/or business information owned by the parties. Both Bee Consulting and Company may acquire certain assets, intellectual property rights, brands, trademarks, patents, technical information, and or know-how of the other party; and

WHEREAS, in the course of the Purpose, for the parties' mutual benefit and in contemplation of the foregoing, the parties may disclose to each other information that the party disclosing the information ("Disclosing Party") may consider confidential, that if disclosed or improperly used by the party receiving the information ("Receiving Party") could damage the Disclosing Party; and

WHEREAS, the parties acknowledge that the willingness of the other party to provide such confidential information, or to enter into any business relationship, is expressly contingent upon the protection of the confidential information by the acceptance and performance of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions.

1.1 Confidential Information. Confidential Information shall mean any and all information provided by either party to the other party pertaining to the disclosing party's business. Confidential Information shall include, but not be limited to, information such as financial information, reports, projections, books and records, customer and supplier information, formulae for products, manufacturing processes, production techniques, packaging processes, methods, research materials, ideas, marketing plans and related materials, quality standards, test results and data, apparatus, engineering drawings, contract documents, computer software, hardware, or firmware, business activities and operations, customer and supplier lists and data, specifications, know how, and other proprietary information or Trade Secrets (as hereinafter defined) that either party may furnish to the other party or may be generated by the joint efforts of Company and Bee Consulting. Confidential Information shall not include information that: (a) is or becomes publicly known if such public knowledge or disclosure is not the result of any act or failure to act on the part of the receiving party; (b) is, at the time of disclosure, already known to the Receiving Party without utilizing the Confidential Information; (c) is information disclosed to the Receiving Party by a third party which is not to the Receiving Party's knowledge, after inquiry of the third party, under a duty of confidentiality to the Disclosing Party; or (d) is independently developed by the Receiving Party without the use of Confidential Information. The Receiving Party shall have the burden of proof as to prior knowledge and absence of breach. Confidential Information may be furnished in any tangible or intangible form including, but not limited to, writings, drawings, computer and other electronic media, logic diagrams, component specifications, graphs, prototypes, samples, or verbal communications.

1.2 Trade Secrets. Trade Secrets shall mean and include business or technical information of either party, including processes, formulas, devices, techniques, compilations, and other material that each party attempts to maintain in secret and that derive commercial value for each party from not being generally known to the public or readily ascertainable through independent development or reverse engineering.

2. Covenants.

2.1 Confidentiality. Each party agrees to safeguard and protect all Confidential Information obtained by it from the other party prior to or after the date hereof and will not disclose the Confidential Information at any time after obtaining such Confidential Information except where required by law. The Receiving Party or its representatives may make such disclosure as is required by law, provided that the Disclosing Party is notified sufficiently in advance so that the Disclosing Party has an opportunity to obtain a protective order.

2.2 Non-Disclosure. Neither party shall have any rights in or to the Confidential Information as it pertains to the other party to this Agreement. Each party covenants and agrees that without the express written consent of the Disclosing Party, the Receiving Party will not: (1) use for its direct or indirect benefit any Confidential Information for any purposes other than as contemplated by this Agreement; (2) divulge, furnish, disclose or make accessible to any person, firm, organization or corporation, in any manner whatsoever, Confidential Information; (3) reverse engineer or analyze for composition any Confidential Information; (4) copy or reproduce the Confidential Information; or (5) divulge the contents of this Agreement, the substance of the potential business relationship or that any discussions or exchange of information is taking place between the parties.

2.3 Limited Disclosure. Disclosure by either party of the Confidential Information received hereunder shall be limited to those employees who need to know the Confidential Information to evaluate the potential business relationship, but neither party shall disclose Confidential Information to any employees until those individuals agree to protect said Confidential Information in compliance with the terms of this Agreement. Each party shall be responsible for any improper disclosure by its employees. Each party represents and warrants that it will protect the Confidential Information from unauthorized use, disclosure, or publication by taking reasonable precautions which are no less stringent than the precautions or procedures utilized to protect each party's own confidential or proprietary information. At a minimum, reasonable precautions shall be deemed to include, without limitation, taking precautions to ensure (1) that Company and Bee Consulting will disclose Confidential Information only to those persons, advisors, or entities who have a need to know such Information and who have executed appropriate written confidentiality agreements with a like obligation of confidentiality as under this Agreement; (2) that each document containing Confidential Information which is circulated to such persons, advisors or entities shall bear a legend to the effect that said Confidential Information is "Confidential" or "Proprietary" and may not be further disclosed or used; and (3) that the Confidential Information is maintained under lock and key or in a similarly protected area.

3. Return of Confidential Information. Upon the written request or termination of the business relationship between the parties or termination of the negotiations between the parties, each party shall promptly return, or certify as destroyed, all Confidential Information in tangible form and shall not retain any copies or extracts of memoranda, work product, notes, records, manuals or other materials (whether in written form or stored electronically or magnetically) pertaining to the Confidential Information, whether or not compiled by the Receiving Party or furnished to the Receiving Party on behalf of the Disclosing Party or otherwise.

4. Survival. The restrictions and obligations of this Agreement shall survive the completion of the evaluation of the business relationship by Bee Consulting regardless of whether the parties enter into a business relationship.

5. Specific Performance. Company and Bee Consulting acknowledge that the Confidential Information and Trade Secrets are of the character as to render the same unique, and therefore agree that disclosure thereof by a party in violation of the covenants contained in this Agreement may cause irreparable damage to the other party. Accordingly, this Agreement shall be enforceable by the injunction, decree of specific performance or any other equitable relief that a court of competent jurisdiction shall determine to be just and reasonable without the need to post bond. Company and Bee Consulting consent to the availability of such relief to each party and agree not to assert that there is an adequate remedy at law available to the other party in any action instituted to enforce this Agreement. The parties agree that the remedies for breach of the Agreement are cumulative, and the seeking or obtainment of injunctive relief shall not preclude a claim for damages or other relief. In the event of the breach of any provision of this Agreement, the injured party shall be entitled to recover all reasonable expenses (including attorneys' fees and costs) incurred by such party seeking to enforce this Agreement or in seeking damages for breach of this Agreement.

6. Relationship Between Parties. Neither party has an obligation under this Agreement to purchase any service, material, business or product from the other party or to enter into any business relationship with the other party. The parties are acting as independent contractors hereunder and no agency, partnership or other relationship is created between them by this Agreement.

7. Assignability. The rights and obligations under this Agreement shall accrue to and be binding upon the assigns and successors to the business of the parties, provided, however, that neither party may assign this Agreement or any right or duty hereunder without the express written consent of the other party to this Agreement.

8. Governing Law. This Agreement shall be governed by the laws of the State of North Carolina, without regard to conflict of law principles, and the parties' consent to the jurisdiction of the courts in the State of North Carolina.

9. No Waiver. Failure or delay by either party in exercising any right, power or privilege under this Agreement shall not be deemed a waiver of such right, power or privilege, nor shall any single or partial exercise thereof preclude any other further exercise of any right, power or privilege under this Agreement.

10. Severability. Each provision of this Agreement shall be interpreted in such manner as to be effective and valid under the law; however, the invalidity of one or more of the provisions herein shall not have any effect upon the validity or enforceability of any of the remaining provisions of this Agreement.

11. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes any prior and/or written agreements with respect to the matters described herein, and no provision may be waived, modified, or altered except by a writing signed by each of the parties.

12. Effective Upon Acceptance. This Agreement becomes effective and binding between Bee Consulting and Company upon checking of the accompanying acceptance box on the Bee Consulting web site by Company.