



Phone: 330.995.0736

Fax: 678.817.9132

Email: Info@Broberry.com

Website: www.Broberry.com

CONFIDENTIALITY AND NO "STOCK" OF BLANK GOODS AGREEMENT

This Confidentiality Agreement ("Agreement") is made and effective the [REDACTED] (Month, Day, Year) by and between **Broberry Manufacturing, Inc.** ("Owner") and [REDACTED] ("Recipient" your companies name, printed).

1. **Confidential Information.** Owner proposes to disclose certain of its confidential information to Recipient. Confidential Information shall include all Carhartt pricing/fees for blank and/or decorated items, online ordering and/or online stock status, and other information disclosed or submitted, orally, in writing, or by any other media, to Recipient by Owner. Confidential Information disclosed orally shall be identified as such within five (5) days of disclosure. Nothing herein shall require Owner to disclose any of its information.

2. **Carhartt Blank Goods:** A. Carhartt "blank" goods may be resold with stipulations. "Blank" constitutes not decorated or embellished with embroidery, screen printing, transfers, etc. You may not publicly advertise (print, radio, billboard, website, general catalogs, etc.) Carhartt blank goods. B. Carhartt blank goods must be sold to your traditional end user clients, and not the general public. C. Your customer may not re-sell Carhartt items. D. You may not stock blank Carhartt items for resell to general public "acting" as a retail or online store. E. Any of the above would constitute you acting as a carhartt retail store and we can no longer sell to you. Please inquire with Carhartt Inc. if interested in becoming a stocking, retail store. They can give you full details on the stringent requirements that need met.

3. **Decorated Carhartt goods may be advertised.**

4. **Recipient's Obligations.** Recipient agrees that the Confidential Information is to be considered confidential and proprietary to Owner and Recipient shall hold the same in confidence, shall not use the Confidential Information other than for the purposes of its business with Owner, and shall disclose it only to its officers, directors, or employees with a specific need to know. Recipient will not disclose, publish or otherwise reveal any of the Confidential Information received from Owner to any other party whatsoever except with the specific prior written authorization of Owner.

5. **Term.** The obligations of Recipient herein shall be effective [**Non-Disclosure Period**] from the date Owner last discloses any Confidential Information to Recipient pursuant to this Agreement. Further, the obligation not to disclose shall not be affected by bankruptcy, receivership, assignment, attachment or seizure procedures, whether initiated by or against Recipient, nor by the rejection of any agreement between Owner and Recipient, by a trustee of Recipient in bankruptcy, or by the Recipient as a debtor-in-possession or the equivalent of any of the foregoing under local law.

Broberry Manufacturing, Inc.

125 Commerce Drive, Suite K • Fayetteville, GA 30214



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6. **No Publicity.** Recipient agrees not to disclose its participation in this undertaking, the existence or terms and conditions of the Agreement, or the fact that purchases are being held with Owner.

7. **Governing Law and Equitable Relief.** This Agreement shall be governed and construed in accordance with the laws of the United States and the State of Georgia and Recipient consents to the exclusive jurisdiction of the state courts and U.S. federal courts located there for any dispute arising out of this Agreement. Recipient agrees that in the event of any breach or threatened breach by Recipient, Owner may obtain, in addition to any other legal remedies which may be available, such equitable relief as may be necessary to protect Owner against any such breach or threatened breach.

8. **Final Agreement.** This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

9. **No Assignment.** Recipient may not assign this Agreement or any interest herein without Owner's express prior written consent.

10. **Headings.** Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

Broberry Manufacturing, Inc	(Recipient Co name)
125 Commerce Dr., Suite K	(address 1)
Fayetteville, GA 30214	(address 2)
www.broberry.com	(website)
330.995.0736	(phone number)

[Recipient signature] _____ [Company name] _____

[Email address] _____ [PPAI/SAGE/ASI] * _____

* If a membership number is not provided above, please also include a copy of your resale certificate

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