

CONFIDENTIALITY/NON-DISCLOSURE AGREEMENT

EXHIBIT "A"

For purposes of this Confidentiality/Non-Disclosure Agreement (this "Agreement"), "Disclosing Party" shall mean ASL Sign Services LLC, and/or any of its affiliated entities, whose address is 901 Hwy 17 S., Surfside Beach, SC 29575, and "Recipient" shall mean _____ and/or any of its affiliated entities, whose address is _____. Recipient hereby agrees that this Agreement will extend to all documents, materials and information (whether oral, written or otherwise) relating to the Disclosing Party which are given or disclosed to Recipient by the Disclosing Party's employees, personnel or representatives. The following terms shall have the following meanings when used in this Agreement:

(a) "Confidential Information" shall mean the proprietary and confidential data or information of the Disclosing Party, other than "Trade Secrets" (as defined below), which is of tangible or intangible value to the Disclosing Party and is not public information or is not generally known or available to the Disclosing Party's competitors but is known only by the Disclosing Party and its affiliates and those of their respective employees, attorneys, independent contractors, consultants, customers or agents to whom such data and information must be confided in order to apply it to the uses intended. In addition, the definition of Confidential Information shall include those items specifically identified as "Trade Secrets" in Paragraph

(b), if it is judicially determined that any such items are not trade secrets, under applicable law, and such items otherwise meet the definition of Confidential Information as contained in this Paragraph (a). Confidential Information does not include (i) information which is now in or hereafter enters the public domain through no action on Recipient's part in violation of the terms or conditions hereof; (ii) information which Recipient can demonstrate was in Recipient's possession at the time of disclosure or which subsequently becomes known to Recipient and was not acquired by Recipient directly or indirectly from the Disclosing Party on a confidential basis; or (iii) information disclosed by the Disclosing Party to others on an unrestricted, non-confidential basis. Provided, however, if a portion of any such Confidential Information falls within any one of the exceptions, then the remainder shall continue to be subject to the prohibitions and restrictions set forth in this Agreement. (b) "Trade Secrets" shall mean information of or about the Disclosing Party including, without limitation, technical or non-technical data, recipes, formulas, patterns, compilations, programs, devices, methods, techniques, drawings, plans, prototypes, processes, financial data, financial plans, products plans, or lists of actual or potential customers, clients, distributees, or licenses, that: (i) 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 their disclosure or use; and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

(c) "Evaluation Material" shall mean all notes, reports, drawings, plans, documents and materials of whatever nature prepared by Recipient to the extent that any such materials include or are derived from Confidential Information or Trade Secrets. 901 Hwy 17 S., Surfside Beach, SC 29575 | 843.748.0411 | www.aslservicesmb.com

1. Recipient acknowledges that improper and/or unauthorized use or disclosure of Trade Secrets, Confidential Information and/or Evaluation Material (collectively, the "Protected Information") could cause irreparable harm to the Disclosing Party. Accordingly, Recipient hereby agrees that the Protected Information will be kept strictly confidential by Recipient during the term of this Agreement. Recipient also agrees that without the prior written consent of the Disclosing Party, the Protected Information: (i) will not be disclosed by Recipient, in whole or in part, to any person or entity in violation of this Agreement; and (ii) will not be used by Recipient with the intention of adversely affecting the business or operations of the Disclosing Party or creating new or different competition therewith.

2. Recipient hereby agrees that its directors, officers, employees, contractors, subcontractors, auditors and attorneys will be bound by this Agreement, and Recipient agrees to be responsible for the actions, uses and disclosures of its directors, officers, employees, contractors, subcontractors, auditors and attorneys in respect of Protected Information.

3. Recipient will promptly return to the Disclosing Party all written Protected Information, together with all copies or extracts thereof upon the earlier of the (i) request of the Disclosing Party, or (ii) termination of this Agreement between the parties for any reason.

4. If Recipient becomes legally compelled to disclose any Protected Information, Recipient will provide the Disclosing Party with prompt notice so that the Disclosing Party may seek a protective order or other appropriate remedy. If such protective order or other remedy is not obtained, Recipient will use its best efforts to furnish only that portion of the Protected Information which is legally required and Recipient will use its best efforts to cooperate with the Disclosing Party's counsel to enable the Disclosing Party to obtain a protective order or other reliable assurance that confidential treatment will be accorded to the same.

5. The Disclosing Party makes no representation or warranty as to the accuracy or completeness of any of the Protected Information.

6. This Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, by and under the laws of the State of South Carolina (without giving effect to principles of conflicts of laws which would lead to the application of the laws of another jurisdiction). RECIPIENT HEREBY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE UNITED STATES

DISTRICT COURT FOR THE EASTERN DISTRICT OF SOUTH CAROLINA AND TO THE STATE COURTS OF SOUTH CAROLINA LOCATED IN THE CITY OF MYRTLE BEACH, COUNTY OF HORRY FOR THE PURPOSES OF RESOLVING ANY DISPUTE ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE AND ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY IN THE COURTS OF THE STATE OF SOUTH CAROLINA OR THE UNITED STATES OF AMERICA LOCATED IN THE CITY OF MYRTLE BEACH, COUNTY OF HORRY, AND HEREBY FURTHER IRREVOCABLY AND UNCONDITIONALLY WAIVES AND AGREES NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH ACTION, SUIT OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

7. The term of this Agreement shall commence on the date hereof and shall continue: (a) with regard to each item of Protected Information constituting a Trade Secret, for as long as such item remains a trade secret; (b) with regard to any Confidential Information and/or Evaluation Material, for a period of three (3) years from the date the Protected Information is returned to the Disclosing Party pursuant to paragraph 3 of this Agreement.

8. In the event of any breach or threatened breach by Recipient of the terms hereof, in addition to all other relief and remedies available to the Disclosing Party, the Disclosing Party shall be entitled to injunctive and other equitable relief, and Recipient shall not plead in defense thereto that there would be an adequate remedy at law.

9. No failure or delay by the Disclosing Party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder. Time is of essence. This Agreement can only be modified or waived in writing.

Signed and agreed to this ____ day of _____, 20__.

RECIPIENT: _____

By: _____

Name: _____

Title: _____