

CONFIDENTIALITY AGREEMENT

CONFIDENTIALITY AGREEMENT made as of the date upon which this Agreement is executed below by and among:

Name: Beall’s Inc. & Subsidiaries
Address: 1806 38th Ave. E., Bradenton, Florida, USA 34208

(hereinafter the “Company”) and

Name: _____
Address: _____

(hereinafter the “Recipient”) and

WHEREAS, Company possesses Confidential Information (hereafter defined) relating to Original Artistic Designs, whose copyrights are held by BDSRCO, Inc. and attached hereto as “Exhibit A”;

WHEREAS, the Confidential Information is a commercial asset of considerable value to Company; and

WHEREAS, Company is willing to disclose the Confidential Information to Recipient, but only for the purpose of sampling of and/or production of items utilizing these Original Artistic Designs for sale to Beall’s Imports Inc.

In consideration of the premises and the mutual promises contained in this Agreement, and intending to be legally bound, Company and Recipient agree as follows:

1. “Confidential Information” as used in this Agreement means (a) any technical information, data, designs, drawings or proposals received by Recipient directly from Company which are in writing and labeled as confidential, or which are orally disclosed and identified as confidential and reduced to writing within 30 days after the oral disclosure, and (b) any notes, copies, summaries, or other records prepared by Recipient containing any part of any information described in the preceding clause (a). “Confidential Information” does not include any information which:

(a) Recipient can show, by written records, was in the possession of Recipient before receipt of the information from Company or from a third party who is under a secrecy obligation to Company; or

(b) is acquired by Recipient from a third party who is not under a secrecy obligation to Company; or

(c) after disclosure by Company to Recipient, becomes without the fault or participation of Recipient a part of the public domain by publication or otherwise; or

(d) was already in the public domain at the time of disclosure by Company to Recipient.

Specific Confidential Information disclosed to Recipient will not be deemed to come under one of the above exceptions merely because it is embraced by more general information which is or becomes public knowledge or was in the prior possession of Recipient. Even if relieved of its obligations of confidentiality and non-use under one of the above exceptions, Recipient will not identify such information with Company or disclose that it was obtained from Company.

2. Recipient will not, without Company's prior written consent, disclose any Confidential Information to any third party or use any Confidential Information except for the purposes described above. Recipient will make all reasonable efforts to require those employees of Recipient who must be given access to, or receive disclosure of, any of the Confidential Information to maintain it in strictest confidence. Recipient will be strictly responsible for any breach of this Agreement by any employee of Recipient. Recipient will insure that upon the termination of employment of any employee, no Confidential Information will be removed from the premises of Recipient.

3. Recipient will not, without Company's prior written consent, reproduce or copy, or permit the reproduction or copying of any of the Confidential Information, except that Recipient can make adequate reproduction and copying for the purposes permitted by this Agreement. All Confidential Information supplied by Company to Recipient, and any copies thereof, will be returned to Company at any time upon request.

4. Nothing contained in this Agreement or in any disclosure made by Company under this Agreement will obligate Company to provide any particular Confidential Information to Recipient, or be construed to grant to Recipient any license to any patents or patent rights or other intellectual property rights in or to the Confidential Information. Nothing contained in this Agreement or in any disclosure made by Company under this Agreement will be construed to extend any guaranty or warranty as to the accuracy, contents or results to be obtained from use of any of the Confidential Information.

5. This Agreement will be construed in accordance with the laws of the United States of America and the State of Florida.

6. No subsequent amendment or modification of this Agreement will be binding to any extent whatsoever unless made in writing and executed by duly authorized officers of Company and Recipient.

7. Recipient's obligations of confidentiality and non-use under this Agreement shall terminate after a period of ten years from the effective date set forth below, provided that Recipient has returned all Confidential Information or certified to Company the confidential

destruction thereof (including all notes, reports or other documents prepared by Recipient containing any Confidential Information) before the date of termination. Recipient acknowledges that the Confidential Information may be subject to patent, trademark, copyright, trade secret or other intellectual property protection even after termination of this Agreement.

8. No failure or delay by Company or Recipient in exercising any right, power or privilege under this Agreement will operate as a waiver thereof nor will any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege.

9. Recipient agrees that its failure to perform its obligations under this Agreement would cause irreparable injury to Company, and Recipient accordingly agrees that, in addition to any other remedies available to Company, any such failure to perform this Agreement will entitle Company to the remedies of injunction, specific performance and liquidated damages equal to 25% of Recipient's gross sales in U.S. Dollars of products incorporating BDSRCO copyrighted designs.

10. The invalidity, illegality or unenforceability of any provision of this Agreement will not affect the validity or enforceability of the remaining provisions, and if any provision of this Agreement is inapplicable to any person or circumstance, it will nevertheless remain applicable to all other persons and circumstances.

IN WITNESS WHEREOF, Company and Recipient have executed this Agreement effective the date upon which this agreement is executed below by both parties.

COMPANY

RECIPIENT

By: Jim Knapp

By: _____

Title: Sr. VP & CMO

Title: _____

Date: _____

Date: _____

EXHIBIT A

Description of Confidential Information / Original Artistic Designs:
