

USE AND DISCLOSURE OF PROPRIETARY INFORMATION

_____, (together with its affiliates, the "Company") is entering into discussions with 321 Automotive Mailing Services ("Vendor") with respect to the provision by Vendor of certain goods and services to the Company. In connection with these discussions, Vendor may be provided access to certain confidential and proprietary information regarding the Company and its business and operations. By means of this Letter Agreement, the Company wishes to confirm the following understandings with respect to the use and disclosure of such information:

1. Vendor shall keep all Proprietary Information (as defined below) confidential and shall not without the prior written consent of the Company, disclose such information to any party other than those of its officers, directors, employees and representatives who need to know such information in connection with Vendor's discussions with the Company and who have been advised of Vendor's obligations hereunder and agreed to abide by the terms hereof.
2. Vendor acknowledges that all Proprietary Information is and shall remain the exclusive property of the Company and shall be used by Vendor solely in connection with its discussions with and the provisions of goods and services to the Company and for no other purpose.
3. Vendor agrees that upon the request of the Company, Vendor shall promptly deliver to the Company all tangible materials (whether provided by the Company or created by or on behalf of the Vendor), containing Proprietary Information, and shall not retain any copies, extracts or other reproductions of such materials.
4. Unless required by applicable law or regulation (including, without limitation, disclosures required by federal or state securities laws or regulations), Vendor shall not without the prior consent of the Company, disclose to any person the fact that the Vendor is discussing an offer to produce goods or services for the Company, Nor should Vendor disseminate the terms and conditions on which it proposes to provide such goods or services.
5. As used herein, "Proprietary Information" shall mean all information, whether written or oral, tangible or intangible, of a confidential or proprietary nature, of or concerning the Company and its business and operations, including, without limitation, all pricing and other financial data and projections, business plans and strategies, computer software, marketing and sales information, but shall not include any information which (a) was known by Vendor prior to disclosure by or on behalf of the Company, (b) becomes available to Vendor from a source other than the Company that is not bound by a duty of confidentiality to the Company, or (c) becomes generally available or known in the industry other than as a result of Vendor, or (d) is readily available through public records.
6. If Vendor or any of its officers, directors, employees or representatives shall be ordered to disclose any Proprietary Information, Vendor shall provide the Company with prompt written notice thereof so that the Company may seek a protective order or other appropriate remedy. In the event that such order or other remedy is not obtained, Vendor agrees to disclose only that portion of the Proprietary Information which it is advised by counsel is legally required to be disclosed.
7. Vendor acknowledges that the Proprietary Information is of a special and unique character that gives it peculiar value and any breach of its obligations hereunder may cause the Company great and irreparable injury that cannot be adequately compensated by the payment of damages. Accordingly, without limiting any other remedies to which the Company may be entitled, the Company shall be entitled to the remedies of injunction, specific performance and other equitable relief to redress any breach or prevent any threatened breach of this Letter Agreement (and the Company shall not be required to post any bond or prove any special damages as a condition therefore).

8. This Letter Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns. Vendor may not assign any of its rights or obligations under this Letter Agreement. This Letter Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina without regard to its principles of conflict of laws. The parties agree that any action, suit or proceeding arising out of or relative to this Letter Agreement or the relationship of Vendor and the Company shall be instituted only in the state or federal courts located in Mecklenburg County in the State of North Carolina, and each party irrevocably consents to the personal jurisdiction and venue of any such court and waives any objection it may have thereto. The obligations of Vendor under this Letter Agreement shall survive termination of the Vendor's discussions and relationship with the Company. Any failure on the part of the Company to insist upon the performance of this Letter Agreement or any part thereof shall not constitute a waiver of any rights hereunder. If in any judicial proceeding a court shall refuse to enforce any of the separate covenants included in this Letter Agreement, then such unenforceable covenant shall be deemed modified so as to be enforceable (if not subject to modification, then eliminated herefrom) for purposes of such proceeding. Should the Company establish that Vendor has breached any of its obligations under this Letter Agreement, Vendor shall pay all costs and expenses (including reasonable attorneys' fees and expenses) incurred by the Company in enforcing its rights hereunder.

Please execute a copy of this letter where indicated below to confirm your agreement to abide by the terms hereof.

Agreed and Accepted,



By: Clayton Perry

Name: _____

Title: _____

By: _____

Name: _____

Title: _____