

CONFIDENTIAL

MUTUAL CONFIDENTIALITY AGREEMENT

This Mutual Confidentiality Agreement (the "Agreement") dated as of this ____ day of _____, 20__, is entered into by and between iautolead.com, and _____.

Recitals

WHEREAS, the parties hereto each possess certain confidential and proprietary information; and

WHEREAS, in connection with the desire of the parties to explore the possibility of entering into a prospective business transaction (the "Potential Transaction"), each party (each a "Disclosing Party") is furnishing certain information to the other party (each a "Recipient") which is non-public, confidential and/or proprietary in nature. Each party confirms its desire to examine the others confidential and proprietary information for the purpose of evaluating the Potential Transaction (the "Evaluation") and, in consideration of being furnished with such information, agrees that:

Agreement

1. Non-Disclosure and Restrictions on Use of Information.

(a) Information. For purposes of this Agreement, "Information" shall mean, without limitation, all strategic information, financial statements or projections, business plans, data, business records, customers lists, supplier agreements, partnership or joint venture agreements, marketing plans, employee lists, policies and procedures, information relating to processes, technologies or theory and any or all other information which may be disclosed by the Disclosing Party to the Recipient in accordance with this Agreement.

(b) Non-Disclosure of Information. The Recipient acknowledges the competitive value and confidential nature of the Information and the damages that would result to the Disclosing Party if any such information were disclosed or misused, therefore, except as otherwise expressly permitted herein, the Information will be kept confidential and shall not be disclosed by the Recipient in any manner whatsoever, in whole or in part. Notwithstanding the foregoing:

(i) the Recipient may disclose the Information to its directors, officers, employees, agents, and legal and financial advisers (collectively, its "Agents") solely for the purposes of the Evaluation; provided the Recipient shall transmit the Information only to Agents who need to know the Information in connection with the Evaluation; and provided, further, that such Agents agree to maintain the Information in confidence and not to disclose the Information to others, and that they will not permit others to use for their benefit or to the detriment of the Disclosing Party, any of the Information and Recipient shall be responsible for its Agents' compliance with the same; and

Initials _____ Initials _____

Page 1 of 4

CONFIDENTIAL

(ii) the Recipient shall have no non-disclosure obligation hereunder with respect to any Information which (A) has been legally made public, other than by acts of the Recipient or its Agents in violation of this Agreement or (B) was or becomes independently known or available to the Recipient, on a non-confidential basis, from a source other than the Disclosing Party and which is not subject to any restrictions or disclosure.

(c) Non-Disclosure of Potential Transaction. Neither the Recipient nor any of its Agents shall disclose to any third person (including, without limitation, employees and agents of the Disclosing Party):

(i) The fact that it has received any of the Information;

(ii) That discussions or negotiations are taking place concerning a Potential Transaction; or

(iii) any of the terms, conditions or other facts with respect to any such Potential Transaction, including the status thereof; unless such disclosure is required by law and then only with prior written notice as promptly as possible to the Disclosing Party.

(d) Restrictions on Use. Recipient shall not use the Information, directly or indirectly, for any purpose other than Recipient's Evaluation of a Potential Transaction, and such permitted use shall absolutely cease if and when the Disclosing Party has notified the Recipient that it no longer considers the Recipient a candidate for a Potential Transaction. Without limiting the generality of the foregoing: (i) except as provided in paragraph 2, the Recipient shall not use the Information in any judicial or Administrative proceeding and (ii) the Recipient shall not use any of the Information to the detriment of the Disclosing Party.

(e) Loss or Misuse of the Information. The Recipient shall keep a record of the location of the Information and shall notify the Disclosing Party promptly of any loss, misuse or misappropriation of the Information. The Recipient hereby agrees to indemnify Disclosing Party against all losses, damages, claims or expenses (including attorneys' fees) incurred or suffered by Disclosing Party as a result of Recipient's breach of this Agreement.

(f) Title to and Return of the Information. Recipient agrees that no license, either expressed or implied, is hereby created or granted to Recipient by Disclosing Party to use any of the Information other than solely for the purpose of the Evaluation of the Potential Transaction. Title to the Information shall remain in the Disclosing Party, and in the event a Potential Transaction is not consummated, the Information (and all copies, summaries, and notes of the contents thereof) shall be returned to the Disclosing Party by the Recipient in accordance with the Disclosing Party's instructions.

2. Response to Legal Process. In the event that the Recipient (or anyone to whom it transmits the Information whether or not in compliance with this Agreement) is requested, pursuant to subpoena or other legal process, to disclose any of the Information, the Recipient shall provide the Disclosing Party with immediate notice so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, or that the Disclosing Party waives compliance with the provisions of this Agreement, the Recipient (or such other person) shall furnish only that portion of the Information which is legally required and shall exercise its best efforts to obtain a protective order or other assurance satisfactory in form and substance to the Disclosing Party that the Information will receive confidential treatment in accordance with this Agreement.

3. Disclaimer of Accuracy of Information. Although the Disclosing Party has endeavored to include in the Information such information known to it which it believes to be relevant for the purpose of the Evaluation, the Recipient understands that neither the Disclosing Party nor any of its representatives or advisors has made or herein makes any representation or warranty as to the accuracy or completeness of the Information.

4. Remedies. The parties agree that the disclosure of the Information by Recipient in violation of this Agreement may cause irreparable harm, the amount of which would be impossible to ascertain, and that there is no adequate remedy at law for any breach by Recipient of this Agreement. Therefore, in addition to any other rights and remedies it may have, Disclosing Party shall have available, in addition to any other available right or remedy, the right to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach and to specific performance of any provision of this Agreement. Recipient further agrees that no bond or other security shall be required in obtaining such equitable relief and consents to the issuance of such injunction and to the ordering of specific performance.

5. Assignment. Recipient shall not have the right to assign its rights under this Agreement, expressly or by operation of law. This Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of the parties hereto.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

7. Severability. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of the remainder of this Agreement or any other provision hereof.

8. Modification; Waiver. No oral modifications shall be effective, and no delay or failure on the part of either party to insist on compliance with any provision hereof shall constitute a waiver of such party's right to enforce such provision.

Initials _____ Initials _____
CONFIDENTIAL

9. Integration. This Agreement may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of such taken together shall constitute only one Agreement, superseding all prior understandings, oral or written; and it is expressly understood and that this Agreement does not obligate either party to enter into any other or further agreements.

IN WITNESS WHEREOF, the parties to this Agreement have duly authorized and executed this Agreement as of the date first written above.

iautolead.com Authorized Representative

Signature: _____

Print Name: _____

Print Title: _____

COMPANY: _____

Signature: _____

Print Name: _____

Print Title: _____

Company Address: _____

Initials _____ Initials _____