

NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is made and entered into as of _____, between customer (the "**Company**") and Mailing Solutions Inc. (the "**Receiving Party**")

1. Purpose. The Parties wish to explore a potential business relationship of mutual interest ("**Business Relationship**") and in connection with this relationship the Company may disclose to the Receiving Party certain confidential technical and business information that the Company desires the Receiving Party to treat as confidential ("**Confidential Information**").

2. "Confidential Information" means any information disclosed by the Company to the Receiving Party, either directly or indirectly, in writing, orally or by inspection of tangible objects (including without limitation documents, mailing lists, prototypes, samples, plant and equipment). The Company shall not have any obligation to specifically identify any information to which the protection of this Agreement applies by any notice or other action. Each Party acknowledges that the Company has delivered, is delivering, and/or will deliver Confidential Information to the Receiving Party in reliance upon the promises, agreements and undertakings contained in this Agreement, and on the continuing condition that the Receiving Party fully comply with such promises, agreements and covenants. Notwithstanding any provision in this Agreement to the contrary, however, Confidential Information shall not include any information which (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the Company; (ii) becomes publicly known and made generally available after disclosure by the Company to the Receiving Party through no action or inaction of the Receiving Party; (iii) is already in the possession of the Receiving Party at the time of disclosure by the Company as evidenced by the Receiving Party's files and records immediately prior to the time of disclosure; and (iv) is obtained by the Receiving Party from a third party without a breach of such third party's obligations of confidentiality.

3. Non-use and Non-disclosure. The Receiving Party agrees not to use any Confidential Information of the Company for any purpose except to evaluate and engage in discussions concerning the Business Relationship. The Receiving Party shall not reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the Company's Confidential Information and which are provided to the Receiving Party under this Agreement. The Receiving Party agrees not to disclose any Confidential Information of the Company to third parties, *provided* that Receiving Party may disclose Confidential Information to its employees and agents who have a *bona fide* need to know the Confidential Information in order to evaluate or engage in discussions concerning the Business Relationship and who will agree to be bound by the terms and conditions of this Agreement (the "**Agents**"). The Receiving Party will be responsible for any breach of this Agreement by the Agents and will take all reasonable measures, including but not limited to court proceedings, to restrain the Agents from unauthorized disclosure or use of the Confidential Information.

4. Maintenance of Confidentiality. The Receiving Party agrees that it shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the Company. Without limiting the foregoing, the Receiving Party shall take at least those measures that it takes to protect its own most highly confidential information. The Receiving Party shall not make any copies of the Confidential Information of the Company unless the Company previously approves the making of such copies in writing. The Receiving Party shall reproduce the Company's proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth in or on the original.

5. No Obligation. Nothing herein shall obligate either Party to proceed with the Business Relationship or any transaction between the Parties, and each Party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the business opportunity.

6. No Warranty. ALL CONFIDENTIAL INFORMATION OF THE COMPANY IS PROVIDED "AS IS". THE COMPANY MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING THE ACCURACY, COMPLETENESS OR PERFORMANCE OF THE CONFIDENTIAL INFORMATION.

7. Return of Materials. All documents and other tangible objects containing or representing Confidential Information which have been disclosed by the Company to the Receiving Party, and all copies thereof which are in the possession of the Receiving Party, shall be and remain the property of the Company and shall be promptly returned to the Company upon the Company's request.

8. No License. Nothing in this Agreement is intended to grant any rights to the Receiving Party under any patent, mask work right or copyright of the Company, nor shall this Agreement grant the Receiving Party any rights in or to the Confidential Information of the Company except as expressly set forth herein.

9. Term. The confidentiality obligations of the Receiving Party hereunder shall survive until such time as all Confidential Information of the Company disclosed hereunder becomes publicly known and made generally available through no action or inaction of the Receiving Party.

10. Remedies. Each Party agrees that any violation or threatened violation of this Agreement may cause irreparable injury to the other Party, entitling the other Party to seek injunctive relief in addition to all legal remedies.

11. Miscellaneous. This Agreement shall bind and inure to the benefit of the Parties and their successors and assigns. This Agreement shall be governed by the laws of the State of Rhode Island and Providence Plantations, without reference to conflict of laws principles. This document contains the entire agreement between the Parties with respect to the subject matter of this Agreement and neither Party shall have any obligation, express or implied by law, with respect to trade secret or proprietary information of the other Party except as set forth in this Agreement. Any failure to enforce any provision of this Agreement shall not constitute a waiver of that provision or of any other provision. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both Parties.

Name of Company:

Name of Receiving Party:

Print: _____

Print: Mailing Solutions Inc.

By: _____

By: _____

Name: _____

Name: Bruce A. Demoranville

Title: _____

Title: President

[Signature page to Non-Disclosure Agreement]