AMERICA IN MOTION, INC

MUTUAL CONFIDENTIALITY AGREEMENT

This Agreement is made and entered into this_____day of_____, 20___, by and between_____, having its principal place of business at _____,_____,_____, and America In Motion , Inc. (AIM) , having its principal place of business at 8026 Tower Point Road, Charlotte, NC 28227.

WITNESSETH:

WHEREAS, each of the parties hereto has disclosed or will be disclosing to the other certain information which is regarded as Confidential and Proprietary by the disclosing party.

WHEREAS, the parties desire to enter into an agreement to define and protect their rights with respect to said Confidential and proprietary information.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound, the parties hereto agree as follows:

1. Each party shall, in its discretion, disclose to the other party certain Confidential Information relating to material compositions and products for the sole purpose of pursuing a business relationship with each other, but nothing in this Agreement shall require either party to disclose any particular Confidential Information to the other.

2. "Affiliate" shall mean with respect to any Party, a business entity that is owned by, controlled by, or under common control with such Party.

3. "Confidential Information" means information of a proprietary, trade secret or Confidential nature, disclosed pursuant to this Agreement, which may include but is not limited to research data, technical information, software, samples, devices, specifications, financial data, business plans, production, laboratory or engineering techniques or manuals or other intellectual property or its physical embodiments, whether disclosed orally, visually, in writing or in document form, by observation or inspection of a party's item, or facilities or by conversation with a party's officers, directors, employees, affiliates or agents.

4. Confidential Information means only that information disclosed pursuant to this Agreement, which is identified as Confidential Information in the following manner:

   (a) If disclosed in written or document form, Confidential Information shall be clearly marked at the time of its disclosure as being Confidential or proprietary.

   (b) If disclosed orally, visually or through observation or inspection of a party's facilities, devices, samples or other items, the disclosing party shall notify the receiving party at the time of disclosure that the information is Confidential or proprietary and shall confirm to the receiving party in writing within thirty (60) days after disclosure that the information is Confidential Information. The written confirmation shall reference the

place and date of disclosure and the persons to whom disclosed and shall describe and summarize in reasonable detail the Confidential Information disclose

(c) Recipient knew or should have reasonably known the information was Confidential from the nature of the information or from the circumstances of its disclosure to the Recipient.

5. Each party agrees to use the other party's Confidential Information only for the sole purpose identified in Paragraph 1 of this Agreement. Each party agrees not to use or exploit any of the other party's Confidential Information directly or indirectly for its own benefit or for the benefit of any third party in a manner inconsistent with that purpose.

6. Each party agrees not to disclose the other party's Confidential Information in any way or in any form to third parties without the disclosing party's prior specific written authorization and each party agrees to disclose the Confidential Information only to those of its officers, directors, employees or others under its control who have a need to know the Confidential Information to achieve the purpose set forth in Paragraph 1 hereof, all of whom will be required by the party receiving the Confidential Information to protect it in accordance with this Agreement.

7. Each party agrees not to copy, duplicate, reproduce or transcribe the other party's Confidential Information except as may be necessary for the purpose set forth in Paragraph 1 hereof. All copies shall contain the same Confidential or proprietary designations that appear on the original Confidential Information.

8. The obligations set forth in Paragraphs 5, 6 and 7 hereof shall be satisfied if the receiving party maintains and protects the disclosing party's Confidential Information with the same degree of care and the same controls that it normally uses to protect its own trade secrets and Confidential or proprietary information to prevent disclosure, publication, dissemination or unauthorized use thereof.

9. INAPPLICABILITY OF RESTRICTIONS. The restrictions set forth in Paragraphs 5, 6 and 7 hereof shall not apply to information which:

(a) is established to have been in the public domain at the time of disclosure or is thereafter established to be in the public domain other than through a breach of this Agreement.

(b) is established through documentary evidence to have been in the possession of the receiving party prior to its receipt from the disclosing party.

(c) is lawfully obtained from a third party under circumstances permitting the receiving party to use or disclose the information without restrictions.

(d) is independently developed by the receiving party other than through knowledge or use of the disclosing party's Confidential Information.

(e) is required to be disclosed as a result of governmental or judicial action.

No information which is specific shall be deemed to be within any of the foregoing exceptions merely because it is embraced by more general information which falls within any one or more of the foregoing exceptions.

Any combination of features shall not be deemed to be within any of the foregoing exceptions merely because individual features fall within any one or more of the foregoing exceptions.

10. OWNERSHIP. All Confidential Information shall be and remain the property of the disclosing party and no present or future intellectual property rights or licenses are offered, granted or implied by either party in the disclosure of any Confidential Information hereunder.

11. This Agreement does not constitute any representation, warranty, or guarantee by the disclosing party to the receiving party with respect to the non-infringement of intellectual property rights of third parties nor shall the disclosing party be liable to the receiving party for any errors or omissions in the Confidential Information or for the results of the use of the Confidential Information by the receiving party.

12. In the event any term of this Agreement is found by any court to be void or otherwise unenforceable, the remainder of this Agreement shall remain valid and enforceable, and, to the fullest extent permitted by law, such offending term or terms shall be replaced with an enforceable term or enforceable terms that as nearly as possible effect the Parties' intent.

13. TERM. This Agreement shall be effective as of the date first written above and shall remain in effect for a period of Five (5) years from that date; provided, however, that the obligations of this Agreement governing the Confidentiality and use of the Confidential Information survive such termination. Upon termination of this Agreement, or at any time, upon the written request of the disclosing party, the receiving party shall promptly return all Confidential Information and copies thereof.

    Notwithstanding anything to the contrary herein, it is understood and agreed that Recipient's computer systems may automatically back-up Confidential Information disclosed to it under this Agreement and that Recipient may retain such copies in its archival or back-up computer storage for the period it normally archives backed-up computer records. Such back-up copies shall be subject to the provisions of this Agreement until the same are destroyed and shall not be accessed by Recipient during such period of archival or back-up storage other than as might be permitted herein.

14. It would be extremely difficult for any disclosing party to accurately measure the damages they would sustain from any breach of Confidentiality obligations herein set forth, and that injury from any such failure would be incalculable and irredeemable. Further, the remedy at law would be inadequate in the event a receiving party or any employee or agent of that receiving party breaches this agreement, and that in addition to being entitled to pursue such rights and remedies as provided by law, the disclosing party shall be entitled as a matter of right to institute legal proceedings against receiving party in any court of competent jurisdiction and receive restraining orders and/or injunctions prohibiting the further or continued use or disclosure of the information, knowledge or data involved.

THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NORTH CAROLINA, EXCLUDING ITS CONFLICTS OF LAW AND CHOICE OF LAW PRINCIPLES.

This Agreement shall be binding upon the parties, their successors and assigns. Neither party shall assign this Agreement nor any Confidential Information received from the other party pursuant to this Agreement without the other party's prior written consent.

This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement. Any amendment or modification of this Agreement shall be in writing and executed by duly authorized representatives of the parties.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed in duplicate by its duly authorized representative.

America In Motion, Inc. together with its affiliates	_____ together with its affiliates
By_____	By_____
(Signature)	(Signature)
_____	_____
	(Printed Name)
Title_____	Title_____
Date_____	Date _____