CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

RepoSystems Com Inc. dba RepoSystems.Com and RepoDispatch.com ("Disclosure") possess valuable information of a confidential nature, including business methods and plans, processes, equipment, know-how, trade secrets, and other data relating to the marketing and production of web applications centered around the repossession industry, primarily for the development of accounting and workflow management web applications called RepoSystems.com (the "Confidential Information").

The user is desirous of acquiring access to the Confidential Information and Disclosure has and is willing to disclose its Confidential Information to Receiver solely for the purpose of discussing a possible business alliance. All of the Confidential Information is deemed to be a commercial asset of considerable value to Disclosure, and Disclosure only agrees to disclose its Confidential Information for the above purpose and in consideration of the promises set forth below:

1. Receiver will not use the Confidential Information it receives other than for the purpose set forth above or in accordance with a subsequent written agreement which may be entered into between the parties.

2. Receiver agrees to disclose the Confidential Information to its employees or agents only pursuant to agreements of confidentiality with such persons which obligates them to the same extent as provided here. Receiver further agrees to maintain the secret and confidential nature of the Confidential Information it receives and to prevent access to and discovery of such Confidential Information by third parties and shall prevent its disclosure, except for the following limited categories:

   (a) information that at the time of disclosure to the Receiver is in the public domain as evidenced by printed publications;

   (b) information that the Receiver can show by written records was in the Receiver's possession at the time or disclosure and can demonstrate was not acquired, directly or indirectly, from Disclosure; and

   (c) information that, after disclosure to the Receiver becomes known to the general public through publication or otherwise through no act or omission of the Receiver.

4. In the event the Disclosure requests a discontinuation of any further evaluation of the Confidential Information by the Receiver, the Receiver shall immediately cease to evaluate the Confidential Information and shall return to the Disclosure all documents and other materials disclosing the Confidential Information.

5. Receiver acknowledges that the disclosure or use of the Confidential Information in a manner inconsistent with this Agreement will constitute irreparable and irreversible harm to Disclosure, and any disregard or violation of the confidential relationship created by this Agreement shall entitle Disclosure to enjoin, restrain, and otherwise prevent such disclosure or wrongful use.

6. This Agreement shall not and does not serve to grant or convey to the Receiver any right to use or license the Confidential Information.

7. This Agreement contains the entire understanding between the parties concerning the subject matter hereof.

8. The foregoing obligations of the Receiver shall continue until all of the Confidential Information disclosed to it becomes generally known and is in the public domain as evidenced by printed publications.

   Accepted by receiver upon submission of a company profile within RepoSystems.com or RepoDispatch.com