

CONFIDENTIALITY AGREEMENT



202 N. Curry Street, Suite 100
Carson City, Nevada 89703-4121
Ph. | Fx. | Vm. 1 888 452-7177

This Agreement is entered into between InteractiveIntermediaries.com, Inc., herein after referred to as "III" and _____ and it's respective parent or subsidiary companies, affiliates, officers, employees and agents herein after referred to as "Company" with regard to a proposed or contemplated "Transaction" between the parties.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties do hereby agree as follows:

1. "Confidential Information" shall mean all information distributed to Company related to the Transaction concerning III and customers and any products, businesses, data plans, strategies or other matters, whether oral or written including without limitation, information obtained by meeting, facsimile transmission, magnetic media, computer data, telephone conversation with representatives or other personnel of III together with analysis, compilations, studies or other documents or information which contain or otherwise reflect or are based in any respect on such information. The term "Confidential Information" shall not include such portions of the Confidential Information which: (i) are generally available to the public; (ii) are within the possession of Company prior to being furnished by III provided that the source of such information does not owe any duty to III to maintain such information as confidential; (iii) are provided by any third party not in contravention of a confidentiality agreement; or (iv) are devised by Company without use of the information provided hereunder.

2. Company makes no claim to the Confidential Information, except as permitted by this Agreement. Company agrees that the Confidential Information provided by III shall be used solely for the purpose of evaluation of the Transaction and that such information will not be used in competition with III, or in any other way detrimental to III. Company agrees that all information will be kept confidential by it, and will not be disclosed to any person or entity except as expressly permitted under the term of this agreement. Both parties agree that, unless required by law, neither party, nor any of its Representatives (as such term is defined herein), without the express written consent of to other party hereto. shall disclose any information about the potential acquisition by the Company, including the fact that discussions are taking place with respect thereto, or the status thereof, or the fact that Confidential Information has been made available to the Company. The Confidential Information may be disclosed to Company's directors, officers, employees and other agents (collectively "Representatives") who have a need to review such information for the purpose of rendering advice to Company in connection with its evaluation of the Transaction. Company agrees to advise all such Representatives of the existence of this confidentiality agreement and of the restrictions it imposes. Company further agrees to be liable for any breach of this agreement by such Representatives. The term of this agreement shall be three year from the date hereof.

3. Without the advance written consent of the other party, neither will make, and each will cause its Representatives to refrain from making, disclosure (including any public announcement, statement or acknowledgment) to any person or entity (1) that the Confidential Information has been made available to Company or that Company has inspected any portion thereof, or (2) that discussions or negotiations may be taking place concerning the Transaction involving III.

4. If at any time Company or its Representatives are requested, or required as a result of a judicial or regulatory proceeding to disclose any information, Company agrees to provide III with prompt notice thereof so that III may, at its discretion, either seek an appropriate protective order or waive the requirements of this agreement. If, in the absence of a waiver or protective order, Company is, in the opinion of its counsel, compelled to disclose information concerning III or else stand liable for contempt or suffer other censure, sanction or penalty, Company may disclose only such Confidential Information as may be required to comply with the judicial or regulatory order.

5. Until a definitive written agreement concerning the Transaction has been signed, at any time upon III request Company shall promptly return to III all material (or such portions thereof as III may request) constituting the Confidential Information, and neither Company nor its Representatives will retain any copies, extracts or other reproductions in whole or in part of such information.

6. The parties agree that unless and until a definitive written agreement is reached concerning the Transaction, neither party will be under any legal obligation of any kind whatsoever with respect to such a Transaction by virtue of this agreement, except with respect to matters expressly set forth herein. III reserves the right to negotiate with one or more possible parties to a Transaction at any time and without restriction.

7. III represents that, to the best of its information, knowledge and belief, the Confidential Information it provides to Company hereunder will not be false or misleading. Except as provided in the preceding sentence, Company agrees that III is not making any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information and that only those representations or warranties that are made in a definitive agreement when, as, and if it is executed, and subject to such limitations and restrictions as may be specified in such agreement, will have any legal effect.

8. In the event that either party institutes legal proceedings to protect its rights under this agreement, the prevailing party shall be entitled to reasonable legal fees and expenses incurred in connection with such proceedings in the event it shall prevail in one or more of its claims.

9. Company acknowledges that it is aware of the restrictions placed by U.S. Securities laws upon the trading of securities of a business organization by a person possessing material nonpublic information about the organization. Company agrees to indemnify III for all reasonable costs, fees and expenses incurred by III as a result of a breach of such laws by Company or its Representatives, provided such breach is based upon misuse of the confidential information provided to Company hereunder.

10. If any provision of this agreement or its application to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this agreement and its application of other persons or circumstances shall not be affected thereby, and shall be enforced to the fullest extent permitted by law.

11. The terms; of this agreement may be amended, modified or waived only by a written instrument duly executed by the party against whom enforcement of such modification, amendment or waiver is sought. This agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

12. The terms of this Agreement will be governed by and subject to the laws of the State of Nevada. This agreement shall constitute the entire agreement between III and Company with regard to the subject matter hereof.

If the above correctly sets forth the terms and conditions of our agreement, please indicate your approval below and return a copy below either by mail, fax, and/or email and will be consider fully executed and legally binding upon receipt and signature of George C. Bavin, President and CEO of Interactiveintermediaries.com, Inc.

Accepted and Agreed this ____ day of _____, 2004.

Accepted and Agreed this ____ day of _____,2004.

x _____
George C. Bavin – President
InteractiveIntemediaries.com, Inc. “III”
202 N. Curry Street, Suite 100
Carson City, Nevada 89703-4121
Ph. | Fx. | Vm. 1 888 452-7177
gbavin@interactiveintermediaries.com

x _____

