

CONFIDENTIALITY AGREEMENT

In connection with your consideration of a possible purchase of (the "Transaction") an Online Auto Parts Retailer, our Client No. B2487 (the "Company"), you have asked that certain information concerning the Company be furnished to you and your officers, directors, employees, agents, accountants, consultants, attorneys, affiliates, partners and potential financing sources (collectively, "Representatives"). The Company and its Representatives (including SealedBid) are sometimes referred to as "us", "we" and "our".

As a condition to furnishing financial, technical and other information concerning the Company, you agree to treat all such information, whether oral, written or electronic, furnished to you or your Representatives by us or on our behalf and all analyses, compilations, reports, memoranda, studies and other material prepared by you or your Representatives containing or based in whole or in part on any such information furnished by us or on our behalf (collectively, the "Evaluation Material"), as follows:

- (1) You recognize and acknowledge the competitive value and confidential and proprietary nature of the Evaluation Material and the irreparable injury that could result to us if any of the Evaluation Material is disclosed to any third party or used by you or any third party. It is understood that the Company is the intended party and beneficiary whose rights are being protected by this Agreement and that it may enforce the terms of this Agreement as if it were party to it.
- (2) Neither you nor any of your Representatives will use any Evaluation Material in any manner that is detrimental to the Company, including without limitation by using any Evaluation Material in connection with any solicitation of any customers of the Company, or otherwise for the purpose of obtaining a competitive advantage.
- (3) You agree that the Evaluation Material will be used solely for the purpose of evaluating the Transaction. You also agree that you will not use the Evaluation Material for any other purpose or disclose any of the Evaluation Material to any third party without our prior written consent; provided, however, that the Evaluation Material may be disclosed to those of your Representatives who must have access to the Evaluation Material for the sole purpose of evaluating the Transaction and who agree to (a) not use the Evaluation Material, (b) keep the Evaluation Material confidential, and (c) be bound by this Agreement to the same extent as if they were parties to this Agreement.
- (4) In the event that you or your Representatives are requested in any legal proceeding to disclose any Evaluation Material, you will provide us with prompt prior written notice of such request, you will furnish only that portion of the Evaluation Material which you are advised by opinion of counsel is legally required, and you will exercise your reasonable efforts to obtain reliable assurance that confidential treatment will be accorded such Evaluation Material by any recipient thereof.
- (5) Without our prior written consent, you and your Representatives will not disclose to any person or entity either the fact that discussions or negotiations are taking place concerning the Transaction or any of the terms, conditions or other facts with respect to the Transaction, including the status thereof; provided that you may make such disclosure if you have received the written opinion of your legal counsel that such disclosure must be made by you in order that you not commit a violation of law and that you promptly notify the Company in advance of such disclosure.
- (6) All inquiries, requests for information and other communications with us shall be made through Gerald R. Clark at SealedBid.
- (7) In the event that the Transaction is not consummated, neither you nor your Representatives shall, without the Company's prior written consent, use any of the Evaluation Material for any purpose. Upon our request, you will promptly provide written confirmation that all Evaluation Material has been destroyed, and will destroy all analyses, compilations, studies and other material prepared by you or your Representatives, which are based in whole or in part on such Evaluation Material. Any oral Evaluation Material will continue to be held subject to the terms of this Agreement. Notwithstanding the foregoing, recipient may retain one copy of the Evaluation Material in its corporate files for legal record keeping, which shall remain subject to the terms and obligations of this Agreement for so long as such copy of the Evaluation Material is retained.
- (8) You and your Representatives shall have no obligation hereunder with respect to any information included in the Evaluation Material to the extent that such information (a) has been made public other than by acts by you or your Representatives in violation of this Agreement, (b) becomes available to you on a nonconfidential basis from a source that is entitled to disclose it on a nonconfidential basis, or (c) was known to you or was in your possession prior to the date it was disclosed to you or your Representatives by us.
- (9) You hereby acknowledge that although we have endeavored to include in the Evaluation Material information known to us that we believe to be relevant to your evaluation of the Transaction, you understand that we and our Representatives make no representation or warranty as to the accuracy or completeness thereof and you agree that neither we nor any of our Representatives shall have any liability with respect to the Evaluation Material or any use thereof except as may be agreed upon in definitive transaction documents. You also acknowledge the responsibility to

perform any due diligence review at your own cost and expense.

(10) You agree that without our prior written consent, for a period of two years from the date hereof, neither you nor any of your affiliates will directly or indirectly solicit for employment, employ or otherwise contract for the services of any person who is now employed (either as an employee or a contractor) by the Company, provided however; that this provision does not apply to solicitations for employment from non-directed third party search inquiries or solicitation for employment directed to the general public.

(11) You acknowledge that remedies at law may be inadequate to protect the Company against any actual or threatened breach of this Agreement by you or your Representatives, and, without prejudice to any other rights and remedies otherwise available to the Company, you consent to the Company seeking an injunction or other equitable relief in the Company's favor regardless of actual damages. The prevailing party in any action brought for the enforcement of this Agreement shall be entitled to receive from the losing party a reasonable sum for its attorney's fees and costs of litigation, in addition to any other relief it may be entitled.

(12) No failure or delay by us or any of our Representatives in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege hereunder.

(13) In case any provision of this Agreement shall be found to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of the Agreement shall not in any way be affected or impaired thereby.

(14) This Agreement and all controversies arising from or related to performance under this Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, without giving effect to its conflicts of laws principles. You agree that you may be served with process at your address set forth on the first page hereof.

(15) It is understood and agreed that nothing stated herein shall entitle you to receive any Evaluation Material from us or obligate us in any manner to enter into or continue any discussions or negotiations with you, or to accept any proposals from you, concerning the Transaction. You agree that, unless and until a definitive agreement between us and you with respect to the Transaction has been executed and delivered, neither us nor you will be under any legal obligation of any kind whatsoever with respect to the Transaction by virtue of this or any other written or oral expression by it or by any of its Representatives except, in the case of this Agreement, for the matters specifically agreed to herein. This Agreement may be modified or waived only by a separate writing by us and by you expressly so modifying or waiving this Agreement.

(16) The Company understands that you may be in the business of investing in companies that participate in the same or similar markets as the Company and as such may from time to time have an ownership interest in one or more businesses that are customers, suppliers or competitors of the Company and that any such investment or ownership position will not violate this Agreement.

(17) Your obligations under this Agreement shall expire two years from date of signing.

Please acknowledge your agreement to the foregoing by countersigning this Agreement in the place provided below and please return it to Gerald R. Clark of SealedBid.

Very truly yours,

SealedBid



Gerald R. Clark, Founding/Managing Officer

*This Agreement is legal and binding with faxed or electronic signature. **Please sign and return pages 1 & 2 of this B2487 - Confidentiality Agreement to SealedBid via fax at 952-893-0380 or e-mail to info@sealedbid.com.***

Executed, Agreed to and Accepted this ____ day of _____, 2017 by the undersigned:

Contact: _____, Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Signature: _____