

PRIVACY AND CONFIDENTIALITY AGREEMENT

ABC Motors (the Company) and **B & B Marketing and Training, LLC.** (Service Provider), including all of its affiliate companies and agents have entered into an agreement that calls for the Service Provider and agents to provide goods and/or services to the Company. This Privacy and Confidentiality Agreement (PCA) is entered into in connection with the Purchase Agreement and is incorporated as a part of the Purchase Agreement as of the date signed by both parties. By means of the PCA, Company and Service Provider desire to confirm the following understandings:

RECITALS

WHEREAS, the Service Provider delivers goods and/or services to the Company;

WHEREAS, in order for Service Provider to produce its goods and/or services, it is necessary for Company to share nonpublic personal information (NPI) about (its Consumers) and (Customers) with the Service Provider;

WHEREAS, Company and Service Provider desire to comply with the requirements of Title V of the Gramm-Leach-Bliley Act, 15 U.S.C. §§ 6801 through 6810 GLB Act and the Federal Trade Commission's implementing regulation, Regulation P, 16 CFR Part 313, in particular, as both relate to the disclosure and protection of NPI;

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company and Service Provider agree as follows:

1. In the event of a conflict between the terms of this PCA and any prior agreement between the parties, including, without limitation, (the Agreement) the terms of this PCA will control.
2. The terms "Nonpublic Personal Information", "Consumers" and "Customers" have the meaning assigned to them in Regulation P.
3. Each party will substantially comply with the GLB Act and Regulation P and will keep confidential all Consumer and Customer NPI received or obtained from the other party in accordance with the provisions of the GLB Act and Regulation P. In particular, Service Provider may use Consumer and Customer NPI it receives or obtains from Company only for the purpose for which the Company delivered such NPI, and only for such other purposes permitted under 16 CFR §§313.14 and 313.15.
4. Each party agrees to maintain particular physical, electronic and procedural safeguards that comply with federal regulations to guard NPI receives from the other pursuant to the Purchase Agreement.

5. Each party agrees to be responsible for any breach of this PCA by any of its directors, officers, employees, agents or advisors (including, without limitation, attorneys, accountants, consultants, bankers and financial advisors). In the event a party discovers that the other party's NPI has been used in an unauthorized manner or disclosed in violation of this PCA, the discovering party will immediately notify such other party (the "Aggrieved Party") of such event and will indemnify and hold the Aggrieved Party harmless from all claims, damage, liability, costs and expenses (including court costs and reasonable attorneys' fees) arising or resulting from the unauthorized use or disclosure. In addition, the Aggrieved Party will be entitled to all other remedies available at law or equity, including injunctive relief.
6. Upon the request of a party, the other party will promptly return all NPI received from such party, or will promptly destroy all materials containing such NPI (and any copies, extracts, and summaries thereof) and will further provide the other party with written confirmation of such return or destruction upon request.
7. This PCA shall be binding upon and inure to the benefit of the parties and their successors and assigns. This PCA shall be governed by and in accordance with the laws of the State of (name of State dealership is located in) without regard to the principles of the conflict of laws. The parties agree that any action, suit or proceeding arising out of or relative to this PCA to the relationship of the Company and Service Provider shall be instituted only in the state or federal courts located in the county where Company is located. The obligations of the parties under this PCA shall survive the termination of the Agreement for a period of two (2) years, except that the obligation to maintain confidential the NPI of Company's consumers and customers shall remain in effect for an indefinite period of time. Any failure on the part of Company to insist upon the performance of this PCA or any part thereof shall not constitute a waiver of any rights hereunder. If a court in any judicial proceeding shall refuse to enforce any of the separate covenants included in this PCA, then such unenforceable covenant shall be deemed modified or eliminated so as to be enforceable for purposed of such proceeding.

Agreed and Accepted:

Service Provider: B & B Marketing and Training, LLC

By: Stan Bates **Date:** 2009

Title: Chief Executive Officer

Company: ABC Motors

By: _____ **Date:** _____

Title: _____

Please fax back signed copy for our files to 210-568-4342

Thank you