

EXHIBIT B

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (“Agreement”) is made and entered into as of this 9th day of July, 2008 (the “Effective Date”), by and between Innotrac Corporation having a place of business at 6655 Sugarloaf Parkway, Duluth, GA 30097 (“INNOTRAC”), and Dynamic Response Group, Inc, having its principal place of business at 4770 Biscayne Blvd., Suite 1400, Miami, FL 33137 (“COMPANY”).

1. INNOTRAC and COMPANY are entering into this Agreement in order to obtain from the other certain technical and business information under terms that will protect the confidential and proprietary nature of such information. Such information shall only be used in conjunction with the parties entering into a new business outsourcing relationship.

2. As used herein, “Confidential Information” shall mean any and all technical or business information, including third party information (including, but not limited to, trade secrets, product/service specifications, prototypes, computer programs, models, drawings, marketing plans, financial data, and personnel statistics) provided, disclosed or made accessible by one party to the other that is either identified as or would reasonably be understood to be confidential and/or proprietary. “Confidential Information” does not include information that the receiving party can clearly establish by written evidence: (a) is or becomes known to the receiving party from a third party without an obligation to maintain its confidentiality; (b) is or becomes generally known to the public through no act or omission of the receiving party; or (c) is independently developed by the receiving party without use of Confidential Information of the disclosing party.

3. The receiving party will make no use of Confidential Information of the disclosing party for any purpose other than that specified in Section 1. The receiving party will not disclose Confidential Information of the disclosing party to any third party (including any affiliates of itself or of the disclosing party), and will protect and treat all Confidential Information of the disclosing party with the same degree of care as it uses to protect its own confidential information of like importance, but in no event with less than reasonable care. The receiving party will only disclose Confidential Information of the disclosing party to its employees and/or agents who have a “need to know.” The receiving party will notify and inform such employees and/or agents of the receiving party’s obligations imposed by this Agreement, and the receiving party will be responsible for any breach of this Agreement by its employees and/or agents. In the event that the receiving party is required to disclose Confidential Information of the disclosing party pursuant to law, the receiving party will notify the disclosing party of the required disclosure with sufficient time for the disclosing party to seek relief, will cooperate with the disclosing party in taking appropriate protective measures, and will make such disclosure in a fashion that maximizes protection of the Confidential Information from further disclosure.

4. The receiving party agrees that in the event that the disclosing party grants permission for the receiving party to copy Confidential Information, or that copying is otherwise permitted hereunder, each such copy shall contain the same confidential or proprietary notices or legends that appear on the original.

5. This Agreement shall remain in full force and effect during the Term of the Fulfillment Services Agreement executed by the parties dated July, 2008 and for a period of two (2) years following the expiration or termination of same.

6. Upon termination of this Agreement for any reason or upon request of the disclosing party, the receiving party shall, at the disclosing party’s option, return all Confidential Information, together with any copies thereof, to the disclosing party, or certify to the disclosing party that the same has been destroyed.

7. Except for the obligations of use and confidentiality imposed herein, no obligation of any kind is assumed or implied against either party by virtue of the parties’ meetings or conversations with respect to the subject matter stated above or with respect to whatever Confidential Information is exchanged. Without limiting the generality of the foregoing, so long as the receiving party does not breach this Agreement, this Agreement shall not impair or restrict the receiving party’s right to make, procure or market any products or services, now or in the future, that may be similar to or competitive with those offered by the disclosing party, or that are the subject matter of the information exchanged pursuant to this Agreement.

8. Nothing herein contained shall be construed as granting to either party any right or license under any copyrights, inventions, or patents now or hereafter owned or controlled by the other party.

9. Without the prior consent of the other party, neither party shall disclose to any third party the terms or conditions of this Agreement and that Confidential Information is being shared. The parties also agree that neither party shall use any trade name, service mark, or trademark of the other or refer to the other party in any promotional activity or material without obtaining the prior written consent of the other party.

10. Neither this Agreement nor any rights or obligations of either party under this Agreement shall be transferable or assignable by that party without the prior written consent of the other party, and any attempted transfer or assignment of this Agreement by either party not in accordance herewith shall be null and void. Notwithstanding the foregoing, COMPANY may assign this Agreement immediately, without the prior written consent of the other party: (a) to any entity that controls, is controlled by, or is in common control with, COMPANY, and (b) to any successor in interest to COMPANY. The rights and obligations of each party under this Agreement shall be binding upon and inure to the benefit of their permitted successors or assigns.

11. This Agreement will be governed by the laws of the State of Georgia without reference to its choice of law rules. It is expressly agreed that either party may seek injunctive relief with respect to this Agreement in the state and federal courts in the state and county of the party defending the action, and the parties hereby irrevocably consent to exclusive jurisdiction and venue therein.

12. This Agreement, together with any and all exhibits incorporated herein, constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior oral and written understandings, arrangements and agreements between the parties relating thereto. No provision of this Agreement shall be deemed waived, amended or modified by either party, unless such waiver, amendment or modification is made in writing and signed by both parties.

13. Any notice to be given hereunder by either party to the other shall be in writing and shall be hand delivered, sent by overnight courier or sent by U.S. mail to the address listed below. All notices shall be deemed effective upon receipt.

INNOTRAC CORPORATION

Innotrac Corporation
6655 Sugarloaf Parkway
Atlanta, GA 30097
Phone: 678.584.4000
Fax: 678.584.8950
Attn: George Hare, CFO

DYNAMIC RESPONSE GROUP, INC.

Dynamic Response Group, Inc.
4770 Biscayne Blvd., Suite 1400
Miami, FL 33137
Phone: 305.576.6889
Fax: 305.576.6997
Attn: Melissa Rice, CEO

14. Neither party will use the other party's names, marks, codes, drawings or specifications in any advertising, press release, promotional effort or publicity of any kind without the prior written permission of the other party.

IN WITNESS THEREOF, this Agreement is executed by the parties as of the date first set forth above.

INNOTRAC CORPORATION

By: /s/ George Hare
Name: George Hare
Title: CEO 7-15-08

DYNAMIC RESPONSE GROUP, INC.

By: /s/ Melissa K. Rice
Name: Melissa K. Rice
Title: CEO 7-18-08