

# BOYD LAW FIRM, LLC

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Myrtle Beach, South Carolina 29587

November 20, 2009

**via Email and U.S. Mail**

Mr. Bob Sakayama  
TNG/Earthling, Inc.  
110 West 86<sup>th</sup> St.  
New York, NY 10024

**Re: DSL Marketing  
File No.: 09.030.b**

Dear Mr. Sakayama:

Please be advised that this firm has been retained to represent DSL Marketing, Inc. ("DSL") in connection with certain claims that DSL may have against you. Mr. Trey Harris at DSL has provided me with copies of recent correspondence between you and DSL, and has asked me to respond as necessary on his behalf. Please direct future communication concerning this matter to this office.

My understanding is the amount of your most recent outstanding invoice is \$2,390.00. It is certainly true that significant differences of opinion exist between you and my client as to the validity of this outstanding invoice. However, in an effort to expeditiously resolve this matter, DSL has authorized me to make the following offer to you.

DSL is prepared to issue a check for the outstanding balance on your invoice, \$2,390.00, but is prepared to do so only under the following understanding, and with the following assurances from you on your own behalf, on behalf of your company, and on behalf of any others who others who may work in your employ or on your behalf:

- (1) If you have undertaken any steps to "undo" the search engine optimization work you previously performed for DSL, you will immediately take such steps as are necessary to re-establish or re-configure the proper search engine optimization for DSL, thereby restoring the previous search rankings you had obtained for DSL;
- (2) You agree to not make any negative or derogatory comments about DSL, Trey Harris, or any other DSL employee, product or service, now or in the future. (This non-disparagement clause will be mutual; DSL also agrees that they will make no negative or derogatory comments concerning you and your business in the future.);

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- (3) You will undertake no action, either through any computer programming or the introduction of any computer code onto DSL's computers or servers, or any other computer or server, or onto the internet or any other computer network, that is intended to disrupt DSL's business in any way, harm or in any way offset their search engine optimization, or in any way prevent or limit the ability of third parties to find or reach DSL's website(s), or otherwise in any other respect harm the business of DSL in any way; and
- (4) You agree that you will make no effort or attempt to gain unauthorized access to any computer, server or web site that DSL may maintain, now or in the future. You understand and acknowledge that your access to such computers, servers and websites is prohibited.

Any breach of the above covenants by you or anyone acting on your behalf would subject you to the following:

- (1) Immediate return of the above-stated \$ 2,390.00 to DSL; and
- (2) Further and immediate legal proceedings for such additional damages as may be proved by DSL in a court of law.

Be advised, in the interest of complete clarity, and whether or not this agreement is accepted or not, that any further actions on your part that are inconsistent with the above terms, or otherwise intended to harm DSL or its business, will result in the immediate filing of legal proceedings and/or criminal prosecution against you, to the fullest extent available to DSL under the law.

If you are in agreement with the terms set forth herein above, please sign where indicated below and return a signed copy to me via facsimile. I will provide a short memorandum agreement for execution by the parties to the above effect. A check in the amount of \$2,390.00 as payment of your outstanding invoice will be forwarded to you immediately upon your execution of the memorandum agreement.

Yours sincerely,



Reese R. Boyd, III

Accepted this \_\_\_\_ day of November, 2009:

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**Bob Sakayama**

cc: Trey Harris