

NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT (the "**Agreement**") is entered into of **07-31-2020** by and between **df** (the "**Receiving Party**") at **fd** and J.W. Logistics, LLC ("**Disclosing Party**") with its principal place of business at 3801 Parkwood, Suite 500, Frisco, Texas 75034. For purposes of this Agreement, the terms Receiving Party and Disclosing Party shall include all parents, subsidiaries and affiliates.

1. Definition of Confidential Information

For purposes of this Agreement, Confidential Information shall mean information disclosed by the Disclosing Party to the Receiving Party which relates to product plans, designs, costs, confidential price lists and names, finances, marketing plans, business opportunities, research, development, know-how, or personnel, including confidential information disclosed by third parties and information relating to any type of services and/or technology; provided that information disclosed by the Disclosing Party will be considered Confidential Information by the Receiving Party only if such information is conspicuously designated as "Confidential" (i) in writing, if communicated in writing, or (ii) confirmed in writing within thirty (30) days of disclosure if disclosed orally; and provided further that Confidential Information shall not include information that (A) is now or subsequently becomes generally available to the public through no fault or breach on the part of the Receiving Party; (B) Receiving Party can demonstrate to have had rightfully in its possession prior to disclosure to Receiving Party by Disclosing Party; (C) is independently developed by Receiving Party without the use of any Confidential Information; or (D) Receiving Party rightfully obtains from a third party who has the right to transfer or disclose it.

2. Non-Disclosure and Non-Use of Confidential Information

The Receiving Party shall not, without the prior written approval of the Disclosing Party in each instance or unless otherwise expressly permitted in this Agreement, use for its own benefit, publish or otherwise disclose to others or permit the use by others for their benefit or to the detriment of the Disclosing Party, any of the Confidential Information. The Receiving Party shall carefully restrict access to the Confidential Information to those of its officers, directors and employees who clearly need such access in order to participate on behalf of the Receiving Party in the analysis and negotiation of a business relationship or any contract or agreement, or the advisability thereof, with the Disclosing Party and who are bound by written confidentiality agreements that protect third party information. The Receiving Party may disclose Confidential Information if required by a judicial or governmental request, requirement or order; provided that the Receiving Party will take reasonable steps to give the Disclosing Party sufficient prior notice of such request for Disclosing Party to contest such request, requirement or order.

3. Ownership of Confidential Information

All Confidential Information and all intellectual property rights therein remain the property of the

Disclosing Party and no license or other right to Confidential Information is granted or implied hereby.

4. Term

The obligations of this Agreement shall be continuing until the Confidential Information disclosed to the Recipient is no longer confidential.

5. Injunctive Relief

The Receiving Party understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information in violation of this Agreement may cause the Disclosing Party irreparable harm, the amount of which may be difficult to ascertain and, therefore, agrees that the Disclosing Party shall have the right to apply to a court of competent jurisdiction for an order restraining any such further disclosure or misappropriation and for such other relief as the Disclosing Party shall deem appropriate, such right of the Disclosing Party to be in addition to the remedies otherwise available to the Disclosing Party at law or in equity.

6. Return of Confidential Information

The Receiving Party shall immediately return to the Disclosing Party all written Confidential Information of the Disclosing Party and any and all records, notes and other written, printed or tangible materials pertaining to such Confidential Information upon receipt of a written request from the Disclosing Party.

7. Binding on Successors

This Agreement and the Receiving Party's obligations hereunder shall be binding upon the representatives, assigns and successors of the Receiving Party and shall inure to the benefit of the assigns and successors of the Disclosing Party.

8. Applicable Law

This Agreement shall be construed in accordance with and governed by the laws of the State of Texas, without regard to its principles of conflict of laws.

9. Entire Agreement

This Agreement constitutes the sole understanding of the parties with respect to the subject matter hereof and may not be amended or modified except in writing signed by each of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement on the date set forth above.

JW LOGISTICS, LLC

BY: _____

DATE: 07-31-2020

df

BY: df

DATE: 07-31-2020