

NON-DISCLOSURE AGREEMENT

This Non-disclosure Agreement ("Agreement") is made as of _____ (the "Effective Date") by and between **FR8Connect LLC** and _____.

WHEREAS, the parties contemplate discussions regarding certain potential business arrangements between them;

WHEREAS, in order to facilitate such discussions, the parties may disclose (or may have already disclosed) to each other certain confidential information; and

WHEREAS, the parties desire to set forth certain terms and conditions regarding their use and disclosure of such confidential information.

NOW THEREFORE, the parties hereby agree as follows:

1. Definitions.

1.1 "Confidential Information" means (a) any information, including any Personal Data, disclosed by or on behalf of a party (the "Disclosing Party") to the other party (the "Receiving Party") in connection with the Purpose and (b) the fact that the parties are discussing potential business arrangements and any terms or other facts with respect to such arrangements. Confidential Information described in clause (a) above shall be deemed Confidential Information of the Disclosing Party, and Confidential Information described in clause (b) above shall be deemed the Confidential Information of each party.

1.2 "Personal Data" means (a) any individually identifiable information from or about an individual, or any information that is combined with such individually identifiable information, including Social Security number, information that can be used to authenticate an individual, such as passwords or PINs, biometric data, unique identification numbers, and answers to security questions, and (b) any information protected under applicable data protection or privacy laws or regulations.

1.3 "Purpose" means the discussion and evaluation of potential business arrangements between the parties.

2. Restrictions.

2.1 Subject to Section 2.5, the Receiving Party shall not (a) use Confidential Information of the Disclosing Party for any purpose except the Purpose or (b) disclose Confidential Information of the Disclosing Party to anyone other than employees or agents of the Receiving Party who (i) need to know such Confidential Information in connection with the Purpose and (ii) are bound to the Receiving Party by confidentiality obligations no less stringent than those set forth in this Agreement. The Receiving Party shall comply with all applicable laws (including applicable data protection or privacy laws or regulations) with respect to the

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Disclosing Party's Confidential Information and use the same degree of care to prevent the unauthorized use or disclosure of the Disclosing Party's Confidential Information as it uses to prevent the unauthorized use or disclosure of its own confidential information, but no less than a reasonable degree of care. The Receiving Party shall notify the Disclosing Party in writing promptly after becoming aware of any unauthorized use or disclosure of the Disclosing Party's Confidential Information (and, in the case of any such unauthorized use or disclosure of Personal Data, no later than 48 hours after becoming aware thereof) and cooperate with the Disclosing Party as the Disclosing Party may reasonably request in responding to such unauthorized use or disclosure. The Receiving Party shall be responsible to the Disclosing Party for any unauthorized use or disclosure of the Disclosing Party's Confidential Information by any of its employees or agents.

2.2 Notwithstanding Section 2.1, the Receiving Party may disclose Confidential Information of the Disclosing Party to the extent required by law; provided, however, that the Receiving Party shall notify the Disclosing Party (including providing the Disclosing Party with a copy of any written request or order for disclosure) of such requirement reasonably prior to disclosure and provide the Disclosing Party with such assistance as the Disclosing Party may reasonably request in connection with its efforts to limit or restrict such disclosure.

2.3 The provisions of Sections 2.1 and 2.2 shall remain in effect (a) with respect to Personal Data, indefinitely, and (b) with respect to Confidential Information other than Personal Data, for a period of five (5) years after the Effective Date.

2.4 Upon the earlier of (a) completion of the parties' discussions regarding potential business arrangements between them and (b) the written request of the Disclosing Party, the Receiving Party shall return to the Disclosing Party or securely destroy (in accordance with applicable laws) all originals and copies of the Disclosing Party's Confidential Information, in any media, in its possession or control, including any portions of notes or other documents prepared by or on behalf of the Receiving Party that incorporate or are derived from the Disclosing Party's Confidential Information, except as otherwise required by applicable law. Upon the Disclosing Party's request, the Receiving Party shall provide the Disclosing Party with a written certification of such return or destruction by a duly authorized person.

2.5 The Receiving Party's obligations hereunder shall not apply to any Confidential Information of the Disclosing Party, other than Personal Data, that as reasonably documented by the Disclosing Party (a) is generally known to the public through no wrongful act or omission of the Receiving Party, (b) was in the Receiving Party's possession, without confidentiality restrictions, before it was disclosed by the Disclosing Party, (c) is received by the Receiving Party, without confidentiality restrictions, from a third party without breach of any confidentiality obligations owed by such third party to the Disclosing Party, or (d) is independently developed by the Receiving Party, without use of any Confidential Information of

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the Disclosing Party.

3. Miscellaneous.

3.1 Nothing in this Agreement is intended to grant the Receiving Party any rights or licenses under any intellectual property rights of the Disclosing Party. THE DISCLOSING PARTY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE ACCURACY, COMPLETENESS OR USEFULNESS OF ANY OF ITS CONFIDENTIAL INFORMATION.

3.2 This Agreement constitutes the entire agreement, and supersedes all prior or contemporaneous agreements or understandings, between the parties with respect to the subject matter hereof. This Agreement may not be modified except by a writing signed by both parties. No right under this Agreement shall be deemed waived except by a writing signed by the waiving party, nor shall any waiver of any right hereunder operate as a waiver of any other right hereunder. This Agreement shall be binding upon the successors and assigns of the parties.

3.3 If any provision of this Agreement is declared void or unenforceable, such provision shall be deemed modified to the minimum extent necessary to permit its enforcement in a manner most closely approximating the intention of the parties as expressed herein, and all other provisions of this Agreement shall remain in full force and effect.

3.4 This Agreement shall be governed by the laws of the U.S.A., without regard to its conflict of laws principles. Each party hereby submits to the exclusive jurisdiction of the state and federal courts located in Missouri for purposes of any action or proceeding arising out of this Agreement, and neither party shall bring any such action or proceeding except in such courts.

3.5 The Receiving Party acknowledges that any breach of its obligations hereunder would result in irreparable injury to the Disclosing Party that could not adequately be compensated by monetary damages. In the event of any such breach (or threat of any such breach), without limiting any other remedies that may be available to the Disclosing Party, the Disclosing Party shall be entitled to preliminary and permanent injunctive relief, without the necessity of proving irreparable injury or actual damages or posting a bond.

3.6 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall be deemed to constitute one and the same instrument. An executed signature page of this Agreement delivered by facsimile transmission or by electronic mail in "portable document format" (".pdf") shall be as effective as an original executed signature page.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

By: Paul Kangethe II

FR8Connect LLC

Title: Director of Sales

By:

Title: