



**C.R. England, Inc**  
**England Logistics, Inc**  
**Non-Competition, Confidentiality, and Non-Solicitation Agreement**

Connor Cross hereinafter called "Employee", "I" and "me".

**I.**

**RECITALS:**

Employee wishes to be employed or continue to be employed by C.R. England, Inc./England Logistic, Inc. in a significant position involving customer or vendor contact, having access to the Company's confidential and proprietary business information and systems. Employee wishes to enter into or continue employment with the potential of increased responsibility and knowledge about the Company's affairs. C.R. England, Inc/England Logistics, Inc. will only agree to employ or continue to employ Employee if Employee signs this Agreement and is bound by it.

**II.**

**DEFINITIONS:**

In this Agreement:

- A. The "Company" means C.R. England, Inc, and all existing or affiliated corporations including all subsidiaries (including but not limited to England Logistics, Inc.) divisions and enterprises owned or controlled by those corporations.
- B. "The Company Businesses" shall mean freight forwarding, transportation logistics, transportation related information systems businesses, "Carrier Services", custom house brokerage, supply chain management systems, truck load transportation, LTL, parcel transportation, container transit and drayage, transportation related financial services, third party logistics, warehousing, consolidation/deconsolidation/cross-docking, special project engineering (OCG) and other businesses the Company may become involved in now or in the future (collectively referred to as the "Company Businesses").
- C. "Confidential Information" shall mean:
  - a. All information, written (or generated/stored on magnetic, digital, photographic, or other media) or oral, not generally known, or proprietary in the Company about the Company's designs, customers, suppliers and the Company's marketing, accounting, merchandising, and information gathering techniques and methods, and all accumulated data, listings, or similar recorded matter used or useful in the Company Businesses, which information includes but is not limited to the Company's customer lists, business forms, systems, practices, services contracts, pricing information, computer programs and marketing adds.
  - b. All information disclosed to me, or to which I have access during the period of my employment, for which there is any reasonable basis to be believed is, or which appears to be treated by the Company as, Confidential Information, shall be presumed to be Confidential Information hereunder.

- D. "Competing Business" means any business, firm, undertaking, company or organization, other than the Company, which:
- a. Is engaged in, or is about to become engaged in a business or businesses similar to the Company Businesses, or
  - b. Regardless of the nature of its business, either competes, directly or indirectly with the Company in any of the Company Businesses
- E. "Customer" means any person, company, or organization that has employed or potentially could employ the Company's services in any of the Company Businesses.
- F. "Prospective Customer" means any person, company, or organization that has received Company sales calls, promotional materials, or other solicitations from the Company, for the purposes of employing the Company's services in any of the Company Businesses.
- G. "Carrier" means any person, company, or organization that qualifies as a Common Carrier that is engaged by the Company to provide transportation services for Company's customers.

### III.

#### NATURE OF EMPLOYEE'S ACTIVITIES

- A. I am aware and acknowledge that the Company has developed a special competence in the Company Businesses, and has accumulated proprietary information (not generally known to others). This proprietary pool of information has enabled the Company to conduct the Company Business with unusual success and has thus afforded unusual job opportunities and potential to its employees.
- B. The Company promises to provide me with Confidential Information to permit me to carry out, perform and fulfill my job responsibilities. I acknowledge that the Company promises to provide me with such Confidential Information, and I further acknowledge in the course of carrying out, performing, and fulfilling my responsibilities for the Company, I have been given Confidential Information relating to the Company's Businesses and customers, and I recognize that disclosure of any such Confidential Information to competitors of the Company or to the general public would be highly detrimental to the Company. I acknowledge that what I have and may learn in the training received would necessarily cause unfair competition if I took employment competitive to Company. I further acknowledge that in the course of performing my obligations to the Company, I will be a representative of the Company to many of the Company's customers and, in some instance, practically the Company's sole and exclusive contact with the customer. In this capacity, I will be significantly responsible for maintaining or enhancing the business relationship and/or goodwill of the Company with such customers.



IV.  
PROTECTION OF BUSINESS

Therefore, in consideration of the Company's promise to provide me with Confidential Information, in consideration of my employment by the Company and in consideration of the compensation (part of which is for the covenants and promises made herein) to be paid to me from time to time during such employment.

I hereby agree as follows:

A. Use and Disclosure of Confidential Information

- a. Except as may be required in the performance of my employment duties with the Company, I will never at any time use, disclose, copy, or assist any other person or firm in the use, disclosure or copying of any Confidential Information.
- b. Upon termination of my employment with the Company, I will turn over all records or copies of such Confidential Information in my possession, whether prepared by me or others, and regardless of how the same came into my possession, to the Company.

B. Covenant Against Competition

For a period of one (1) year after the termination of my employment with the Company, however occasioned and for whatever reason, including but not limited to termination by the Company, I will not:

- a. Accept employment, as an agent, representative, consultant, or in any other capacity, with any Competing Business, which competes in any areas of the Company Businesses that I have worked or have been privy to Confidential Information, within any state, county, city or other recognized geographic area within the United States, or any foreign country in which the Company is conducting or has conducted business at any time;
- b. Operate or conduct a Competing Business, which competes in any areas of the Company Businesses that I have worked or have been privy to Confidential Information, whether as an owner, part-owner, affiliate, partner, agent, joint venture, officer, director, or in any other capacity, which operations include business activities conducted within any state, county, city, or other recognized geographic area within the United States, or any foreign country in which the Company is conducting or has conducted business at any time;
- c. Directly or indirectly solicit, sell, accept business or render services to or for the benefit of any Competing Business, including a business which I may own in whole or in part, with any customer or prospective customer of the Company with whom I worked or had regular contact, or on whose account I worked, at any time during my employment with the Company; or cause or attempt to cause any customer of the Company to divert, terminate, limit or in any manner modify or fail to enter into any actual or potential business relationship with the Company.

- C. I will not solicit any employees of the Company for employment with or on behalf of any Competing Business or attempt to interfere with the employment contracts or contract relationships between the Company and its employees, or directly or indirectly cause or attempt to cause any employee of the Company to terminate employment with the Company.



D. Reasonableness of Restrictions

I have carefully read and considered the provision in sections II, III, and IV of this Agreement and agree that the restrictions set forth, inducing without limitations the time period, geographical restrictions and definition of Competing Business, are reasonable and restrict my right to compete only to the extent necessary to protect the Company's valid and legitimate business interest and from disclosure of confidential information and unfair competition. **I further acknowledge and agree that such restrictions do not preclude me from being able to obtain gainful employment.** I understand and acknowledge that the geographical scope of these restrictions, as stated in section IV (B) are appropriate and necessary due to the fact that the Company Business can be conducted worldwide from any location in the United States or foreign country. I understand the legal and other consequences of entering into the covenants contained in sections III and IV. If any restrictions, including without limitation, any time or geographical restriction, contained in sections III and IV is deemed to be unenforceable by a court of competent jurisdiction, I and the Company agree that such court may modify and enforce such restrictions to the extent it believes to be reasonable under the circumstances existing at that time.

Employee Initials: CT

V.

INJUNCTIVE RELIEF

In the event of a breach or threatened breach, the Company shall be entitled to a temporary and/or permanent injunction restraining such breach, and shall further be entitled to recover all attorney's fees reasonably incurred in establishing such violations of this Agreement; but nothing herein shall be construed as prohibiting the Company from pursuing any other remedy available to it for such breach or threatened breach.

VI.

SEPARATE AND DIVISIBLE COVENANTS

The covenants contained in this Agreement are intended to be separate and divisible covenants, and, if for any reason, any one or more thereof shall be held to be invalid or unenforceable, in whole or in part, it is agreed that the same shall not be held to affect the validity or enforceability of any other covenant or part of this Agreement.

VII.

GOVERING LAW

I agree that all of my obligations hereunder shall be binding upon my heirs, beneficiaries, and legal representatives and interpreted and enforced according to that the laws of the State of Utah and any action suit or proceeding, with respect or arising out of this Agreement shall be brought in the State or Federal Courts sitting in Utah.



VIII.  
ACKNOWLEDGEMENTS


I specifically agree that:

1. I have had sufficient time within which to consider the Agreement before executing it;
2. I have carefully read and fully understood all of the provisions of the Agreement;
3. I knowingly and voluntarily agree to all the terms set forth in the Agreement;
4. I knowingly and voluntarily intend to be legally bound by all the terms of this Agreement;
5. I knowingly and voluntarily execute this Agreement.


IX  
ENTIRE AGREEMENT

This Agreement sets for the entire agreement between the Company and the Employee pertaining to the subject of the Agreement, and full supersedes in all respects any and all prior oral or written agreements or understandings between the Company and the Employee pertaining to the subject of this Agreement. This Agreement may be amended or modified only by writing and signed by the Company and the Employee. It is agreed that nothing contained herein modifies or changes my at-will employment with the company.

Executed this 1st day of DECEMBER, 2014.

  
Employee Signature

Executed this 1st day of December, 2014.

  
Company Representative.