

## MUTUAL NON-DISCLOSURE AGREEMENT

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This Mutual Non-Disclosure Agreement ("Agreement") is entered into by and between **AAGEX Freight Group, LLC** ("AGX"), and the party identified as agent candidate below ("**Candidate**"). AGX and CANDIDATE may be referred to herein individually as a "Party" and jointly as the "Parties."

**1. Background.** AGX and CANDIDATE desire to exchange information and to engage in discussions concerning AGX's agent program and Candidate's qualifications to establish a freight **Agency Relationship**. In the course of such discussions and negotiations, it is anticipated that a Party ("Disclosing Party") may disclose or otherwise make available to the other Party ("Receiving Party") certain confidential and proprietary information for the purpose of enabling the Receiving Party to evaluate and the prospective business relationship (the "NDA Purpose"). The Parties have entered into this Agreement in order to ensure the confidentiality and proper protection of such confidential and proprietary information.

**2. Confidential Information.** As used in this Agreement, the term "Confidential Information" shall mean all information that is not generally known or readily ascertainable by proper means by other persons and is either (i) designated as "confidential" or "proprietary" by the Disclosing Party prior to or at the time of disclosure or (ii) information that a reasonable person should recognize as being confidential or proprietary, based on the nature of the information and/or the circumstances of its disclosure. By way of example, Confidential Information includes, without limitation, information regarding a Party's products, product development, services, agreements and contracts, business operations, business plans and financial affairs; employees and other personnel; vendors and customers; marketing plans and strategies; processes, compensation formulas, methods and specifications; and information technology network. Additionally, the fact of the Parties discussions regarding a potential business relationship shall be deemed Confidential Information subject to the protections of this Agreement. Confidential Information may be either the property of the Disclosing Party or information provided to the Disclosing Party by a third party.

**4. Disclosure and Protection of Confidential Information.** The Receiving Party shall (i) hold all Confidential Information in confidence, and shall not disclose Confidential Information except as expressly permitted under the terms of this Agreement and (ii) use Confidential Information only for the NDA Purpose and for no other purpose without the prior written consent of the Disclosing Party.

**5. Scope and Term of Agreement.** This Agreement pertains to all Confidential Information that is disclosed or otherwise made available by the Disclosing Party or its Affiliates to the Receiving Party in connection with the NDA Purpose, whether prior to or during the term of this Agreement. The term of this Agreement shall commence as of the Effective Date set forth below and shall continue for a period of twelve (12) months thereafter.

**6. Limitation on Obligations.** The obligations of the Receiving Party with respect to the Disclosing Party's Confidential Information shall not apply with respect to any Confidential Information to the extent the Receiving Party can demonstrate that such Confidential Information: (a) is generally known to the public at the time of disclosure or becomes generally known through no breach of this Agreement; (b) is in the Receiving Party's rightful possession at the time of disclosure without an obligation to hold it in

confidence; (c) becomes known to the Receiving Party without obligation of confidence through disclosure by a third party having the legal right to disclose such information; (d) is independently developed by the Receiving Party without access or reference to, or reliance upon, the Confidential Information; or (e) is or becomes disclosed through the ordinary course of the NDA Purpose or as an element of any marketing plan intended to be released in the public domain or to targeted geographic public domain.

**7. Return of Documents.** The Receiving Party shall, upon the written request of the Disclosing Party, return to the Disclosing Party or, at the Disclosing Party's direction, destroy all documents and any and all other tangible manifestations of Confidential Information received or created by the Receiving Party pursuant to this Agreement (and all copies and reproductions thereof).

**AAGEX FREIGHT GROUP, LLC**

**AGENT CANDIDATE**

Signature: *Mike Williams*

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_