

NON-DISCLOSURE AGREEMENT

This Non-Disclosure and Confidentiality Agreement (hereinafter referred to as "Agreement" and "NDA") is entered into as of the _____ (the "Effective Date") by and between:

Simplicity Logistics, LLC a Limited Liability Company incorporated under the Laws of State of Ohio, USA, (Hereinafter referred to as the 'Discloser', which expression shall include, unless repugnant to the meaning or context thereof, its successors and permitted assigns) of the One Part.

AND

_____ an employee or independent contractor to the disclosing party.

Address:

Email:

Phone Number:

(Hereinafter referred to as the 'Recipient ', which expression shall include, unless repugnant to the meaning or context thereof, its successors and permitted assigns) of the Other Part)

WHEREAS, the Discloser & Recipient individually hereinafter referred as Party and collectively hereinafter referred as Parties

WHEREAS

A. Prior to entering this Agreement, the Recipient agreed to provide service and obligate based on the duties listed in your agreement or noted/documented duties [Freight Services] to the Discloser.

B. In the course of working [Freight Services], the Recipient acknowledges and agrees that the Discloser will disclose Confidential Information (as defined herein) to the Recipient.

C. as part of recipient services it was specifically agreed between the Parties that it was an essential and integral term that a separate Non-Disclosure agreement would be executed between the Parties;

In consideration of the mutual covenants contained in this Agreement and other good and valuable consideration, it is hereby agreed:

1. Interpretation

For the purpose of this Agreement, the following expressions shall have the meaning specified hereunder:

a) '**Agreement**' shall mean this Agreement or any modifications or amendment thereto

b) **'Affiliate'** shall mean, when referring to the Recipient and Discloser, any individual, partnership, joint venture, company or any legal entity or person which:

(i) is directly or indirectly under the control of either Party, or;

(ii) is directly or indirectly under common control with either Party, or

(iii) Ultimately controls either Party.

c) **"Discloser"** shall mean **Simplicity Logistics, LLC** a Limited Liability Company incorporated under the Laws of State of Ohio and Arizona with its registered office at including its successors and assigns;

d) **"Recipient"** shall mean and refer to the employee and independent contractor or in whatever capacity provides his/her services to the discloser;

e) **"Discloser's business"** shall mean and include amongst other things, the business of Pressure Washing Company;

f) **"Business Day"** shall means a day that is not a weekend, public holiday, as the case may be;

g) **"Confidential Information"** shall mean all intellectual and proprietary information whether disclosed by Discloser to the Recipient, either directly or indirectly, in writing, orally, by inspection of tangible objects (including without limitation documents, conversation between parties whether it is on phone call or video call, prototypes, samples, media, documentation, discs and code, copyrights, trademarks, patents, systems and designs, whether registered or unregistered) owned and/or controlled by the Discloser and all other information including personal information disclosed to the Recipient which would reasonably be considered by the Discloser to be confidential, secret or proprietary, including without limitation, any materials, brand name, technical and carriers/customer contact information or know-how, software and its usage, source code, tariffs data, ideas, concepts, business operations, products, processes, systems, trade secrets, policies, business and marketing plans, financial and operational information, Revenues or margin to customers and/or carriers and all other non-public information, material or data relating to the current and/ or future business and operations of the discloser and analysis, compilation, studies, summaries, extracts or other documentation prepared by the Discloser and employees of the Discloser (and any of its related bodies corporate) and all copies, notes and other records prepared by the Recipient based on or incorporating any of the

2. Secrecy

The Recipient agrees to at all times in perpetuity:

A. keep the Confidential Information absolutely secret and confidential and not directly or indirectly reveal it to any third party;

B. put in place and maintain adequate security measures to protect the Confidential Information from unauthorised access or use;

C. only use the Confidential Information for the purposes of his/her services in accordance with this Agreement.

- D.** To take reasonable measures at its own expense to restrain its affiliates from prohibited or unauthorized disclosure or use of the Confidential Information.
- E.** That Confidential Information at all times remain the property of the Discloser and may not be copied or reproduced by the recipient without the Discloser prior written consent.
- F.** only disclose the Confidential Information on a need-to-know basis with prior consent of Disclosure.
- G.** The Recipient shall be responsible and liable for all of the persons who have access to any part or whole of the Confidential Information pursuant to Clause 2(d) above and ensure that they each must comply with the obligations set forth in this Agreement; and wherever it is necessary to protect the confidentiality & secrecy or in case of breach of terms of this agreement the disclosure may act accordingly or sue before the court of law to the Recipient only or to all the persons who may have access to the confidential information.
- H.** The Recipient shall indemnify the Discloser for all costs, expenses or damages that Discloser incurs as a result of any violation of any provisions of this Agreement. This Obligation shall include court, litigation expenses, and actual, reasonable attorney's fees. The Recipient acknowledges that as damages may not be a sufficient remedy for any breach under this agreement, the Discloser is entitled to seek specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach, in addition to any other remedies at law or in equity.
- I.** The Recipient agrees that the conditions in this agreement and the Confidential Information disclosed pursuant to this Agreement are of a special, unique, and extraordinary character and that an impending or existing violation of any provision of this Agreement would cause the Discloser irreparable injury for which it would have no adequate remedy at law and further agrees that the Discloser shall be entitled

3. If required by the law

In the event if Recipient receives a summon or other validly issued administrative or judicial process requiring the disclosure of Confidential Information of the Discloser, the Recipient shall promptly notify the Discloser. The Recipient may disclose Confidential Information to the extent such disclosure is required by law, rule, regulation or legal process; *provided however*, that, to the extent practicable, the Recipient shall give prompt written notice of any such request for such information to the Discloser, and agrees to co-operate with the Discloser, at the reasonable Discloser's expense, to the extent permissible and practicable, to challenge the request or limit the scope thereof, as the Discloser may reasonably deem appropriate.

4. Exceptions

The obligations of confidentiality set out in this Agreement will not apply to Confidential Information:

- A.** the Recipient can prove that the disclosed information was in the public domain or comes into the public domain otherwise than as a result of a breach of this Agreement or any obligation of confidence owed by the Recipient; or
- B.** the Recipient can prove that the disclosed information was lawfully received by the Recipient from a third party provided that such third party was not known by the Recipient as being bound by a duty of confidentiality to the Discloser; or
- C.** which is required to be disclosed by law (provided the Recipient gives the Discloser enough advance notice to enable it to lawfully object to the disclosure of the Confidential Information) and the Recipient reveals only such part of the Confidential Information that the Recipient is required to disclose; or disclosed with the prior written consent of the Discloser

5. Return of documentation

Upon request by the Discloser, the Recipient will promptly (and in any event, within 1 Business Day) return to the Discloser (or permanently delete or destroy, as the Discloser directs) all documents and other material containing or relating to the Confidential Information, any and all copies or records of the Confidential Information in the Recipient's possession or control (regardless of the manner in which the information is held or stored) and shall not make or keep any copies or commit to memory of any part or whole the Confidential Information. The Recipient shall certify to the Discloser in writing that it has satisfied its obligations under this section.

6. Intellectual Property Rights

The Recipient acknowledged that this Agreement does not transfer any interest in any property including, but not limited to, any intellectual property rights of any nature whatsoever in the Confidential Information.

7. Non-Circumvention

For a period of **Three (3)** years after the end of the term of this Agreement, the Recipient will not attempt to do business with, or otherwise solicit any customer/carries contacts found or otherwise referred by Disclosure to Recipient for the purpose of circumventing, the result of which shall be to prevent the Disclosure from realizing or recognizing a profit, fees, or otherwise, without the specific written approval of the Disclosure. If such circumvention shall occur the Disclosure shall be entitled to 85% of profits generated due pursuant to this

8. Non- Solicitation

The Recipient During the term of this agreement, and for a period of **Three (3)** years immediately thereafter, shall not engage in a business:-

a) That involves solicitation or acceptance (either on his own account) or as the agent of any other person of the custom of any person in respect of the business of Disclosure's pursuant hereunder; or

b) That involves inducing, soliciting or endeavoring to encourage any person who is in employment/engagement in any capacity of the Disclosure's to leave the services or employment of the Disclosure's, as the case may be; or

c) SOLICITING CUSTOMERS AND CARRIERS DURING THE TERM & AFTER EXPIRY OR TERMINATION OF AGREEMENT: -

That during the term of this agreement and for a period of **Three (3)** years following the termination of this agreement and Recipient relationship with the Disclosure's, Recipient shall not, directly or indirectly, disclose to any person, firm or corporation the names or addresses of any of the clients of the Disclosure's or any other information pertaining to them. Neither Recipient shall call on, solicit, take away, or attempt to call on customers and carriers of the Disclosure on whom Recipient have called or with whom Recipient became acquainted during the term of this agreement, as the direct or indirect result of Recipient employment to the Disclosure.

9. Non-Compete

The Recipient undertakes to the Discloser that he/she shall not engage or participate directly or indirectly, whether as shareholder, director, partner, proprietor, member, agent, distributor, employee or otherwise in whatever capacity, during the period of his/her employment in whatever capacity with the Discloser and for a further period of **3 (Three) Year** from the end of Term or the termination hereof, as the case may be, engage, directly or indirectly, whether as owner/partner/director or shareholder or in any other capacity including but not limited to the employment as an Employee/Consultant/Advisor/Manager:

a) In any business which, involves, relates to or competes with the Employer's Business;

b) Establish, develop, carry on or assist in carrying on or be engaged, concerned, interested or employed in any business enterprise or venture competing with the Employer's Business:

c) act as an advisor, consultant, trustee or agent for any third person who is engaged or proposes to start any business which directly or indirectly relates to the Employer's business or promote, start, engage in or do any business that directly or indirectly relates to the Employer's Business;

d) Establish after the execution hereof at any future point of time any business or trade under a name that is identical or similar to ‘**Simplicity Logistics, LLC**’ or which in any way suggests any connection with ‘**Simplicity Logistics, LLC**’ without written consent of the Discloser. For the purposes of clarification, it is agreed by the Parties that the obligation, not to use a name which is identical or similar to ‘**Simplicity Logistics, LLC**’ shall not be limited to the term/period referred to in Section 9 above, in which case this restraint will have effect for an indefinite period;

e) For the purpose of this Section, the expression “**Competing with the Discloser’s Business” or Competing Business**” shall be deemed to include the following:-

- i. setting up, promoting or investing in a business, venture, activity or company which entails or proposes to compete against the business of the Discloser by inter alia offering same or similar Service as are offered or proposed to be offered by the Discloser and/or its Affiliate;
- ii. entering into any agreement or arrangement, with any third party which results or is likely to result in making available same or similar services as are offered or proposed to be offered by the Discloser and/or its Affiliate;
- iii. entering into any agreement with any third party for the transfer of business knowledge or information to any third party so, as to offer the third party an opportunity to compete with the Services and business of the Discloser by inter alia offering same or similar Service as are offered or proposed to be offered by

10. Warranties

The Recipient represents and warrants that by entering into this Agreement, the Recipient is not, and shall not be deemed to be, in default or breach of any of his duties or obligations to any person.

11. Invalidity

If any of the provisions of this Agreement become invalid, illegal or unenforceable in any respects under any applicable law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired. Where the provisions of such applicable law may be waived, they are hereby waived by the Parties to the full extent permitted so that this Agreement shall be deemed to be valid and binding and enforceable in accordance with its terms. If any provision of this Agreement becomes invalid, the Parties agree to substitute for such invalid provision a new provision, which serves the purpose of the invalid provision to the extent possible.

12. Recovery of costs

If any legal action or other proceeding is brought for the enforcement of this Agreement by the Discloser, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the Discloser shall be entitled to

recover attorneys' fees and other costs incurred in that action or proceeding (and any additional proceeding for the enforcement of a judgment) in addition to any other relief to which it may be entitled.

13. Compensation

Recipient shall be under the liability to pay any compensation to the Discloser for the loss arising purely as a result of such breach of this agreement, whether compensation for loss of profits or goodwill, or otherwise.

14. Notices

14.1. A notice or other communication required or permitted to be given by one party to another must be in writing and:

A. delivered personally.

B. sent by email or registered mail to the address of the addressee specified in this Agreement.

14.2 A notice or other communication is taken to have been given (unless otherwise proved) if mailed, on the third Business Day after posting; or

14.3 A party may change its address for service by giving notice of that change in writing to the other parties.

15. Survival of Obligations

This Agreement will continue in full force and effect notwithstanding the return of the Confidential Information.

16. Amendment

Any Amendment of this Agreement shall be mutually agreed in writing and executed by or on behalf of each of the Parties.

17. Waiver or variation

A. Discloser's failure or delay to exercise a power or right does not operate as a waiver of that power or right;

B. The exercise of a power or right does not preclude;

C. Its future exercise; or the exercise of any other power or right.

18. Governing law, jurisdiction and arbitration

A. This Agreement shall be governed by and shall be construed in accordance with the laws of State of Ohio and the courts of State of Ohio shall have the exclusive jurisdiction and the parties hereto expressly consent, and submit themselves, to the exclusive jurisdiction of the courts of that State, or at the absolute discretion of the Discloser any other courts of competent jurisdiction. In the event any party should bring any action to enforce or protect any of its rights under this Agreement, the prevailing party shall be entitled to recover, in addition to its damages, its reasonable Lawyer's fees, costs and expenses incurred in connection therewith, including any appeal or enforcement of any judgment obtained in any such action or proceeding.

B. The Parties hereto agree that they shall use all reasonable efforts to resolve between themselves any disputes, controversy or claim arising out of or relating to this Agreement in an amicable manner within a maximum period of forty-five (45) days from the date that written notice of the details of the issue in dispute, controversy or claim shall have been given by one Party to the other.

C. In the event the efforts and discussions described in preceding subsection fail to resolve the matter, such dispute, controversy or claim shall be settled by arbitration in accordance with the rules of American Association of Arbitration and any statutory modification or re-enactment thereof. It is further agreed that the place of arbitration shall be at State of Ohio and the Single Arbitrator shall be appointed mutually by the Parties. The decision of the arbitrator shall be final and binding upon the Parties

D. In case if the parties fail to appoint arbitrator mutually then either party may approach

19. Further assurance

Each party will from time to time do all things (including executing all documents) necessary or desirable to give full effect to this Agreement.

20. Counterparts

This Agreement may be executed in any number of counterparts but will constitute one and the same instrument and the date of the Agreement will be the date on which it is executed by the last party.

21. Whole agreement

In relation to the subject matter of this Agreement:

A. this Agreement is the whole agreement between the parties; and

B. this Agreement supersedes all oral and written communications by or on behalf of any of the parties.

22. No reliance on warranties and representations

In entering into this Agreement, each party:

- A. has not relied on any warranty or representation (whether oral or written) in relation to the subject matter of this Agreement made by any person; and
- B. has relied entirely on its own enquiries in relation to the subject matter of this Agreement.
- C. This clause does not apply to warranties and representations that this Agreement expressly sets out.

23. Independent advice

The Recipient hereby agreed that it has had, or has had the opportunity to obtain independent legal advice and confirms by the execution and delivery of this Agreement that it has done so in connection with the entering into of this Agreement.

24. Consents and approvals

Where this Agreement gives any party a right or power to consent or approve in relation to a matter under this Agreement, that party may withhold any consent or approval or give consent or approval conditionally or unconditionally. The party seeking consent or approval must comply with any conditions the other party imposes on its consent or approval.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT IN DUPLICATE BY AFFIXING THE SIGNATURE EITHER IN PERSON OR THROUGH ITS AUTHORISED REPRESENTATIVES AS OF THE DATE HEREIN ABOVE MENTIONED.

Signature:

Simplicity Logistics, LLC



Name:

Kevin W.

Date:

Managing Director