

## Non-Disclosure Agreement

This Non-Disclosure Agreement ("Agreement") dated as of March 31, 2015 ("Effective Date") between SUPER DISPATCH LLC limited liability corporation, and X-Labs LLC, an individual, (each a "party" and collectively, the "parties"). Each party may disclose information ("Discloser") and be a receiving party ("Recipient") under this Agreement.

1. **Confidential Information.** In pursuit of a potential mutually beneficial business relationship for purposes of evaluating administrative automation of freight logistics ("Purpose"), the parties may disclose non-public and proprietary information ("Confidential Information" as defined below) to each other. The parties may only use Confidential Information for the Purpose and in accordance with the terms and conditions of this Agreement.
  - a. "Confidential Information" under this Agreement means any information related to the Purpose which the parties disclose pursuant to the Purpose, including, but not limited to related (i) any and all intellectual property, including without limitation, patents, copyrights and trade secrets; (ii) financial information and pricing; (iii) technical information, such as techniques, discoveries, ideas, inventions, object code, research, development, procedures, algorithms, data, designs, diagrams, flow charts, and know-how; (iv) business information, such as operations, planning, marketing interests, strategy plans, strategic analyses, products and services; (v) information collected or developed by a party regarding its customers; and (vi) any discussions, negotiations and proposals between the parties under this Agreement.
  - b. The Confidential Information that must be protected under this Agreement includes (i) tangible information (such as written materials, models and specimens) identified as being Confidential Information by an appropriate, conspicuous legend (such as "Restricted" or "Confidential"); (ii) information in oral or visual form that is identified as being Confidential Information at the time of disclosure and confirmed in writing as Confidential Information within 30 days after the disclosure; or (iii) information that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as Confidential Information. In addition, if a party to this Agreement is on the premises of the other party and inadvertently receives information not related to this Agreement that a reasonable person would discern to be confidential to the other party, the Recipient must treat that information as it would Confidential Information under this Agreement.
2. **Disclosure Period.** This Agreement only relates to Confidential Information disclosed between the Effective Date and two consecutive years to follow. ("Disclosure Period").
3. **Obligation to Protect Confidential Information.** Other than as authorized in Section 4, a Recipient will not disclose the Confidential Information to any third party and will only use the Confidential Information for the Purpose. The Recipient must protect the Confidential Information from both unauthorized use and unauthorized disclosure by exercising at a minimum the same degree of care that it uses with respect to information of its own of a similar nature, except that the Recipient must exercise at least reasonable care. Recipient will comply with the terms of this Agreement for a period of 2 years from the end of the Disclosure Period.
4. **Further Disclosures.** Each party may disclose the other party's Confidential Information to its employees, contract employees, agents and legal representatives, if they have a need to know and an obligation to protect the Confidential Information that is at least as restrictive as this Agreement. No party will disclose to any other party, any Confidential Information of a third party without the third party's consent.
5. **Restricted Use.** Recipient agrees not to use, adapt, translate, reverse compile, disassemble in whole or in part the Confidential Information in any way, or manufacture or test any product embodying Confidential Information, except as agreed upon in writing by the parties.
6. **Limitations.** Recipient has no obligation to protect information that:

- a. is rightfully known to the Recipient before disclosure under this Agreement without obligation of confidentiality, which can be verified by independent evidence;
  - b. is independently developed by the Recipient without relying on the Discloser's Confidential Information;
  - c. is or becomes part of the public domain without breach of this Agreement or breach of a similar agreement, or is lawfully obtained by the Recipient from a third party not under an obligation of confidentiality; or
  - d. is free of confidentiality restrictions by written agreement of the Discloser.
- 7. Exception for Legal Process.** Recipient may disclose Confidential Information to the extent required by law; but the Recipient must give the Discloser prompt written notice of the required disclosure to permit the Discloser to seek a protective order.
- 8. Nature of Relationship; Warranty; Ownership.** This Agreement does not obligate any party to disclose any Confidential Information, enter into any transaction, or take any other action not expressly agreed to in this Agreement. Discloser warrants that it has the right to disclose all Confidential Information disclosed, but does not otherwise make any representation as to the accuracy, suitability or completeness of the Confidential Information. Discloser will have no liability to Recipient resulting from any use of the Confidential Information by the Recipient. All Confidential Information of the Discloser will remain the exclusive and sole property of the Discloser. This Agreement grants no rights of ownership, licenses or any other intellectual property rights. This Agreement does not create any agency, partnership, joint venture or any other relationship not expressly stated in this Agreement.
- 11. Right to Enjoin Disclosure.** Each party agrees that the wrongful disclosure of Confidential Information may cause irreparable injury that is inadequately compensable in monetary damages. Accordingly, either party may seek injunctive relief in any court of competent jurisdiction for the breach or threatened breach of this Agreement in addition to any other remedies in law or equity. The Recipient will not raise the defense of an adequate remedy at law. This provision does not alter any other remedies available to any party.
- 12. Return of Information.** The Recipient agrees to return to the Discloser or destroy, and verify in writing its destruction, all written, tangible or otherwise accessible material in any form (including electronic media such as computer diskettes, CD-ROM, electronic copies or any material resident in the hard or external drive of any computer) containing or reflecting any Confidential Information (including all copies, summaries, excerpts, extracts or other reproductions). At the Discloser's option, the Recipient will provide written certification of compliance with this Section.
- 13. Governing Law.** This Agreement and the rights and obligations of the parties are governed by the laws of the State of Missouri without regard to any conflict of law principles.

**PERSON**

**SUPER DISPATCH , LLC**

By Hunter Browning - X-Lab LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: March 31st, 2015

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