

Non-Disclosure Agreement

This Non-Disclosure Agreement (the "Agreement") is entered into as of this _____ day of _____, 2024 (the "Effective Date") by and between FreightAlytics, LLC ("Party A") and _____ ("Party B"). Party A and Party B are collectively referred to herein as the "Parties" and individually as a "Party."

WHEREAS, the Parties anticipate that they may disclose certain confidential and proprietary information to each other for the purpose of evaluating a potential business relationship, collaboration, or transaction (the "Purpose"); and

WHEREAS, each Party may be a Disclosing Party with respect to certain Confidential Information disclosed to the other Party, and each Party may be a Receiving Party with respect to certain Confidential Information received from the other Party;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows;

1. **Confidential Information:** The term "Confidential Information" shall mean any and all information disclosed by the Disclosing Party to the Receiving Party, whether orally, in writing, or by any other means, which is designated as confidential or which should reasonably be understood to be confidential given the nature of the information and the circumstances surrounding its disclosure.
2. **Non-Disclosure:** The Receiving Party agrees to hold the Confidential Information in strict confidence and not to disclose such Confidential Information to any third party without the prior written consent of the Disclosing Party, except to those of its employees, agents, or contractors who have a need to know such information for the Purpose and who are bound by obligations of confidentiality no less restrictive than those set forth herein. The Receiving Party shall use the Confidential Information solely for the Purpose and shall not use the Confidential Information for any other purpose without the prior written consent of the Disclosing Party.
3. **Protection of Confidential Information:** The Receiving Party agrees to take all reasonable measures to protect the Confidential Information from unauthorized disclosure, including, but not limited to, maintaining physical, electronic, and procedural safeguards to prevent the unauthorized access, use, or disclosure of the Confidential Information.
4. **Exceptions:** The obligations of confidentiality set forth herein shall not apply to any information that: (a) is or becomes generally available to the public through no fault of the Receiving Party; (b) was rightfully in the Receiving Party's possession or known to the Receiving Party prior to receipt from the Disclosing Party; (c) is rightfully disclosed to the Receiving Party by a third party without restriction on disclosure; or (d) is independently developed by the Receiving Party without reference to or use of the Confidential Information.
5. **Return of Confidential Information:** Upon the written request of the Disclosing Party or upon termination of this Agreement, the Receiving Party shall promptly return to the Disclosing Party all Confidential Information, including any copies thereof, or certify in writing the destruction thereof.
6. **Term:** This Agreement shall become effective as of the Effective Date and shall continue in full force and effect until terminated by either party upon written notice to the other party.



Notwithstanding the foregoing, the obligations of confidentiality set forth herein shall survive any termination of this Agreement for a period of one year.

7. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the state of Oregon without giving effect to any choice of law or conflict of law provisions.
8. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, whether oral or written, relating to such subject matter.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date first above written.

FreightAlytics, LLC

By: _____

By: _____

Name: Charles Minarsich

Name: _____

Title: Founder – Principal Consultant

Title: _____

Date:

Date: _____