



MUTUAL NON-COMPETE NON-DISCLOSURE AGREEMENT

This Mutual Non-Compete Non-Disclosure Agreement (the “Agreement”) is entered into effective as of the date written on the signature page below, by and between TRANS CARIBE EXPRESS SHIPPERS, INC., of East Orange USA (“TRANS CARIBE”) and Name: _____ an independent courier governed under the laws of the State of New Jersey collectively referred to as the “Parties.”

WHEREAS, this Agreement is intended to create a mutually beneficial business relationship between the Parties during the stages of information exchange and provision of services that are required to establish and set the stage for a real and tangible joint business transaction.

WHEREAS, the Parties desire to disclose, on a confidential basis, certain information, process, clients, business contacts and documents considered to be confidential and/or proprietary by the Parties concerning their respective businesses. The Parties wish to maintain the confidentiality and/or proprietary nature of the confidential information disclosed.

In consideration of the mutual promises and covenants set forth herein and for good and valuable consideration, the receipt and adequacy which is hereby acknowledged, the Parties hereby agree as follows:

1. Definitions.

- a. The term “Confidential Information” shall mean all information, whether in written, oral, electronic or other form, furnished or disclosed on or after the date hereof by or on behalf of a party to the other party and specifically includes, but is not limited to, all business and financial information, assets, marketing and strategic plans, analysis, projections, reports, technologies, processes and operations, compilations, forecasts, studies, lists, summaries, notes, data, legal and regulatory permitting strategic analysis and plans relative to state and local law, all terms and conditions including in any and all drafts of any agreement with respect to the Contacts (as defined below), all customers, employees, suppliers, vendors, professionals involved with Contacts, including the terms of this Agreement, and any prices, fees, financing agreements and schedules hereto. Confidential Information shall also include all information related to the Contacts provided by either party prior to the signing of this Agreement.
- b. Notwithstanding the foregoing, Confidential Information shall not include any information which:
 - i. is or becomes generally known to third parties through no fault of the parties;
 - ii. is already known to the party receiving the Confidential Information (the "Recipient") prior to their receipt from the party disclosing the Confidential Information (the "Disclosing Party") as shown by prior written records; or
 - iii. becomes known to the Recipient by disclosure from a third party whom has a lawful right to disclose the information.
- c. The term “Contacts” includes any person or entity introduced to the Recipient by the Disclosing Party including, but not limited to, potential strategic partners, suppliers, customers, acquisition targets, merger candidates, or investors. However, Contacts shall not include those persons or

entities with which the Recipient has already done business during the prior two (2) years without involvement of the Disclosing Party, or contacts developed independently by the Recipient and

not introduced by the Disclosing Party, or contacts provided by any third party without the direct or indirect assistance of the Disclosing Party

2. **Ownership of Confidential Information; Confidential Obligation.** The Parties agree that Confidential Information is proprietary and valuable to the Disclosing Party and shared with the Recipient and that any disclosure or unauthorized use thereof may cause irreparable harm and loss to Contacts and/or the Disclosing Party. The Parties further agree to receive and to treat Confidential Information on a confidential and restricted basis and to undertake the following additional obligation with respect thereto:
 - a. to use Confidential Information for the sole purpose of evaluating the feasibility of a transaction between Contact and the Recipient (or other purpose authorized by the Disclosing Party in writing);
 - b. not to duplicate, in whole or in part, any Confidential Information; and
 - c. not to disclose Confidential Information to any entity, individual, corporation, partnership, sole proprietorship, customer or client without the prior express written consent of the Disclosing Party.
3. **Return of Materials and Documents.** Upon written request of the Disclosing Party, the Recipient shall return to it (or, at the request of the Disclosing Party, erase and destroy) all Confidential Information and destroy any additional notes or records made from such Confidential Information. Return or destruction of such materials shall not relieve the Recipient of its obligations of confidentiality. Upon the request of the Disclosing Party, the Recipient shall certify that it has complied with the provisions of this paragraph.
4. **Standard of Care.** The standard of care to be utilized by the Parties in the performance of their obligations set forth herein shall be at minimum, commercially reasonable standard of care, and shall not be less than the standard of care utilized by the Parties in protecting their own information which it does not wish disclosed outside of their own respective organizations.
5. **Non-Circumvention.** The Parties agree that they will not in any way circumvent or attempt to circumvent, or permit another to circumvent, the Disclosing Party in any dealings with any Contact. For the purposes of this agreement, “circumvent” shall mean to contact, communicate with, negotiate with, enter into any transaction or other agreement, or otherwise transact business with a Contact including by utilizing any of the Confidential Information or by otherwise exploiting or deriving any benefit from the Confidential Information without prior written consent from the Disclosing Party. Such consent may take the form of an agreement to provide the Disclosing Party with a commission, finder’s fee, revenue participation fee, or other form of compensation. The Parties will keep each other informed of their contacts, communications and other dealings with Contacts. This non-circumvention provision shall survive until the second anniversary of the expiration or termination of this Agreement.
6. **Remedy.** Should a party threaten to circumvent or attempt to circumvent its obligations hereunder, either directly or indirectly in any manner, the other party shall have the right, in addition to other remedies provided by applicable law, to apply to the state court in either Essex County, New Jersey, or



..... , , as the respective party decides for the entry of an immediate order to restrain or enjoin such breach and to specifically enforce the provisions of this Agreement and that all legal expenses and related allowed costs resulting from this action will be borne by the prevailing party in addition to any damages allowed by law.

- 7. **Term.** Each party acknowledges that its obligations under this Agreement with regards to Confidential Information shall remain in effect for five (5) years after the termination of this Agreement or receipt of Confidential Information, whichever is longer.
- 8. **No Assignment.** Neither party may assign this agreement or their rights nor obligations under it without the prior written consent of the other party, any attempt to do so shall be void. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under this Agreement. Neither party grants to the other a license under any patents, copyrights, trademarks, or other intellectual properties by this agreement.
- 9. **Governing Law.** This agreement shall be governed by the substantive laws of the State of New Jersey, and is not governed by the United Nations Convention on Contracts for the International Sale of Goods.
- 10. **Jurisdiction.** Any claim of whatever character arising under this Agreement or under any statute or common law relating in any way, directly or indirectly, to the subject matter of this Agreement or the dealings between the parties during the term of this Agreement shall be filed in the state court of the Essex County, New Jersey, or,, as the respective parties deem prudent, and both parties irrevocably and unconditionally consent to the jurisdiction and venue in said courts and specifically agree to preclude litigation in federal court. If any action at law or in equity is brought to enforce or interpret the provisions of this agreement, the prevailing party in such action shall be entitled to actual costs and attorneys' fees incurred in pursuing such action. The parties hereby waive any requirement that a complaining party must prove irreparable injury in any action for injunctive relief arising out of this agreement.
- 11. **Indemnification.** Each party (hereinafter "Indemnitor") hereby agrees to indemnify, save and hold harmless, and defend at its own expense the other party from and against all claims, losses, damages, suits, costs, and expenses, including reasonable attorneys' fees, or actions of any nature whatsoever which arise out of, or are alleged to arise out of, Indemnitor's breach of this Agreement, whether such claims, losses, damages, costs and expenses are based upon, or claimed to be based upon, statutory, contractual, tort or other liability. This indemnification includes any and all third-party claims arising from Indemnitor's misrepresentations in this Agreement.
- 12. **Representations.** Each party hereto represents and warrants to the other that it is authorized to enter into this Agreement and perform its obligations hereunder.
- 13. **General.** In the event any provision of this agreement is adjudged to be invalid or unenforceable, then that provision shall be reformed in accordance with the intent of the parties as expressed herein. If such provision cannot be so reformed, then the remaining provisions of this agreement shall nonetheless be deemed valid.



14. **Entire Agreement.** This agreement constitutes the sole and exclusive understanding of the parties about this subject matter and may not be amended or modified except in writing signed by authorized representatives of each of them. Each of the parties has caused this agreement to be executed by its duly authorized representative.

EFFECTIVE DATE: _____

TRANS CARIBE EXPRESS SHIPPERS, INC.

Courier Name:

By: _____ 

By: _____

Name: Fanaye Ritty

Name:

Title: Forensics & Resolutions

Title:

Address: 163 Tremont Ave

Address:

East Orange, NJ 07018