

Confidentiality Agreement

This Confidentiality Agreement (the "Agreement") is entered into between JSI Logistics ("____ Company _____") and _____ ("____ Other Party _____"), for valuable consideration hereby received. For purposes hereof, the party disclosing confidential information will be referred to as "Discloser" and the party receiving confidential information will be referred to as "Recipient".

1. For purposes of this Agreement, the term "Confidential Information" means all information, business plans, methods, practices, technical plans, product or service specifications or designs, and similar information, financial information, software, hardware, systems and all other compilations of information in whatever form or media, which have been marked as "confidential" or, if disclosed orally, is identified as confidential, in writing, within ten (10) days of disclosure.

2. The parties acknowledge that the Confidential Information is a valuable proprietary asset of Discloser, and shall remain the exclusive property of Discloser. Recipient agrees that disclosure by Discloser to Recipient of any Confidential Information, whether written or oral, is made in strictest confidence and shall be used solely for Recipient's evaluation of Discloser's product and/or service, business designs and plans, and to determine whether to enter into a business relationship with Discloser. Recipient shall maintain the Confidential Information as confidential and secret using the same level of care associated with the Recipient's handling of its own confidential information. Recipient may only disclose the Confidential Information to its own employees, advisors, consultants, partners, co-investors, associates and subcontractors on a need to know basis. All such persons shall be deemed "Recipients" within the terms of this Agreement. Without the prior express written consent of Discloser, Recipient shall not otherwise reproduce or copy and thereupon distribute, in whole or in part, any documents or materials received from Discloser which contain any of the Confidential Information, nor disclose any of the Confidential Information to any person outside of Recipient's business group or organization (which group includes, but is not limited to, employees, advisors, consultants, partners, co-investors, associates or subcontractors), or otherwise use or dispose of the Confidential Information. Upon request of the Discloser, the Recipient shall return or destroy all such documents or materials, except archival copies.

3. This Agreement is binding upon Recipient and permitted disclosees for so long as any part of the Confidential Information disclosed or delivered to Recipient remains confidential, except that Recipient shall thereafter have no obligation with respect to particular Confidential Information which: (a) is already known to it at the time of disclosure; (b) is or becomes publicly known or generally known in the industry through no wrongful act of Recipient; (c) is disclosed to Recipient by a third person not in violation of any obligation of confidentiality owed to Discloser or a third party; (d) is independently developed by Recipient, or (e) is approved for release by prior written authorization of Discloser. The obligations of Recipient under this Agreement shall automatically terminate two (2) years after the date this Agreement was executed by Recipient.

4. Discloser agrees that, except as expressly stated in this Agreement, the receipt of Confidential Information shall in no way affect or restrict the Recipient's (or any permitted disclosee's) rights with respect to its other business activities or potential activities, nor shall it in any way affect or restrict the Recipient's (or any permitted disclosee's) rights to compete with the Discloser in such businesses.

5. In the event that the Recipient or anyone to whom the Recipient transmits the Confidential Information pursuant to this Agreement is requested pursuant to subpoena or other legal process to disclose any of the Information, it or they will provide the Discloser with prompt notice so that the Discloser may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, or that the Discloser waives compliance with the provisions of this Agreement, the Recipient (or permitted disclosee) will endeavor to furnish only that portion of the Confidential Information which is legally required and will exercise reasonable efforts to obtain a protective order or other reliable assurance that confidential treatment will be accorded to the Confidential Information.

6. This Agreement is binding upon, and shall inure to the benefit of, all successors, heirs, representatives and permitted assignees of the parties. This Agreement, and the obligations of the Recipient and related parties hereunder, shall survive the termination of any relationship between Discloser and Recipient. Recipient may not assign or transfer the rights or obligations granted to Recipient under this Agreement. No waiver, amendment, or modification of any provision of this Agreement shall be effective unless in writing and signed by authorized representatives of both parties. In the event of any litigation or other legal proceeding between the parties relating to this Agreement, the prevailing party shall be entitled to recover

Please Initial _____

(in addition to any other relief awarded or granted) its reasonable legal costs and expenses, including attorneys' fees, incurred in or relating to the proceeding, including any appeals. Recipient further agrees that there is no adequate remedy at law for a breach by it of this Agreement, and that Discloser, in addition to any other rights and remedies they may have in law or in equity, will be entitled to an injunction restraining any such breach. The validity, construction, and performance of this Agreement shall be governed by the internal laws of the State of California applicable to contracts entered into and to be fully performed in that State, and shall be interpreted and construed without regard to the drafting party. This Agreement represents the entire agreement of the parties and supersedes all prior representations and agreements, whether oral or written. Should any clause or part of this Agreement be held to be unenforceable or void by a court of competent jurisdiction, the remaining clauses and provisions of this Agreement shall remain in full force and effect.

Wherefore the undersigned parties have affixed their respective signatures hereto.

_____ JSI Logistics _____
("___ Company _____")

_____ ("___ Other party _____")

By: _____

By: _____

(Printed)

(Printed)

Title: _____

Title: _____

Dated: _____, _____

Dated: _____, _____

Please Initial _____