

## **CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

As a condition to employment or continued employment with 323 Logistics LLC (the "Company"), which you (the "Employee") acknowledge to be good and valuable consideration for the Employee's obligations hereunder, the Employee agrees as follows:

### 1. Confidentiality and Security .

a. Confidential Information . The Employee understands and acknowledges that during the course of employment by the Company, he/she will have access to and learn about confidential, secret and proprietary documents, materials, information regarding existing and prospective customers, and other information, in tangible and intangible form, including, but not limited to the Company's clients' technologies, delivery and distribution processes, and customer information (collectively, "Confidential Information"). The Employee further understands and acknowledges that this Confidential Information is of great competitive importance and commercial value to the Company and its clients, and that improper use or disclosure of the Confidential Information by the Employee might cause the Company to incur financial costs, loss of business advantage, liability under confidentiality agreements with third parties, civil damages and criminal penalties.

For purposes of this Agreement, Confidential Information includes, but is not limited to, all information not generally known to the public, in spoken, printed, electronic or any other form or medium, relating directly or indirectly to: business processes, practices, methods, policies, plans, publications, documents, research, operations, services, strategies, techniques, agreements, contracts, terms of agreements, transactions, negotiations, know-how, trade secrets, computer programs, computer software, applications, operating systems, software and/or web design, work-in-process, databases, device configurations, compilations, metadata, technologies, manuals, records, articles, systems, material, sources of material, supplier information, vendor information, financial information, results, accounting information, accounting records, legal information, marketing/advertising information, pricing information, credit information, design information, personnel and employee payroll information, employee lists, supplier lists, vendor lists, developments, reports, internal controls, security procedures, graphics, drawing, sketches, market studies, sales information, revenue, costs, formulae, communications, algorithms, product plans, designs, styles, models, ideas, audiovisual programs, inventions, unpublished patent applications, original works of authorship, discoveries, experimental processes and results, specifications,

manufacturing information, factory lists, distributor lists, buyer lists, client information, including but not limited to Company's clients' information relating to client processes, client technologies, and clients' customers' information, client lists, customer information and customer lists of the Company or any existing or prospective customer, supplier, investor or other associated third party, or of any other person or entity that has entrusted information to the Company in confidence. This definition includes, but is not limited to, information designated as a "trade secret" under federal or state law.

The Employee understands that the above list is not exhaustive, and that Confidential Information also includes other information that is marked or otherwise identified as confidential or proprietary, or that would otherwise appear to a reasonable person to be confidential or proprietary, as to Company or Company's clients, in the context and circumstances in which the information is known or used.

Confidential Information shall not include information that is generally available to and known by the public at the time of disclosure to the Employee, provided that such disclosure is through no direct or indirect fault of the Employee or person(s) acting on the Employee's behalf.

b. Disclosure and Use Restrictions.

The Employee agrees and covenants:

- (i) to treat all Confidential Information as strictly confidential;
- (ii) not to directly or indirectly disclose, publish, communicate or make available Confidential Information, or allow it to be disclosed, published, communicated or made available, in whole or part, to any entity or person whatsoever (including other employees of the Company) not having a need to know and authority to know and use the Confidential Information in connection with the business of the Company and, in any event, not to anyone outside of the direct employ of the Company except as required in the performance of the Employee's authorized employment duties to the Company (and then, such disclosure shall be made only within the limits and to the extent of such duties or consent); and
- (iii) not to access or use any Confidential Information, and not to copy any documents, records, files, media or other resources containing any Confidential Information, or remove any such documents, records, files, media or other resources from the premises or control of the Company except as required in the performance of the Employee's authorized employment duties to the Company or with the prior consent of an authorized officer acting on behalf of the Company in each instance (and then,

such disclosure shall be made only within the limits and to the extent of such duties or consent).

The Employee understands and acknowledges that the Employee's obligations under this Agreement regarding any particular Confidential Information begin immediately and shall continue during and after the Employee's employment by the Company until the Confidential Information has become public knowledge other than as a result of the Employee's breach of this Agreement or a breach by those acting in concert with the Employee or on the Employee's behalf.

Nothing herein shall be construed to prevent disclosure of Confidential Information as may be required by applicable law or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that the disclosure does not exceed the extent of disclosure required by such law, regulation or order. Employee shall, except to the extent prohibited by law, first: (a) give the Company sufficient prior notice of any request for Confidential Information to permit the Company to seek a protective order or similar confidential treatment requiring that the Confidential Information not be disclosed or be used only for specific purposes; (b) make a reasonable effort, at the Company's request and expense, to obtain a protective order or similar confidential treatment requiring that the Confidential Information so disclosed be used only for the purposes for which disclosure of this information was required, (c) disclose no more Confidential Information than is required, and (d) provide all necessary assistance and cooperation to the Company, at the Company's request and expense, to maintain the confidentiality of the Confidential Information to the fullest extent permitted despite the compelled disclosure by law.

This policy does not prohibit non-supervisory employees' communications about their own or their coworkers' wages, hours or working conditions.

## 2. Security .

a. Security and Access. The Employee agrees and covenants (i) to comply with all Company security policies and procedures as in force from time to time including without limitation those regarding computer equipment, telephone systems, voicemail systems, facilities access, monitoring, key cards, access codes, Company intranet, internet, social media and instant messaging systems, computer systems, e-mail systems, computer networks, document storage systems, software, data security, encryption, firewalls, passwords, facilities, IT resources, and communication technologies ("Information Technology Resources"); (ii) not to access or use any Information Technology

Resources except as authorized by Company; (iii) to comply with all Company client's security procedures, and not to access or use client passwords or information technology systems, excepts as expressly authorized by the Company or the client; and (iv) not to access or use any Information Technology Resources in any manner after the termination of the Employee's employment by the Company, whether termination is voluntary or involuntary. The Employee agrees to notify the Company promptly in the event he/she learns of any violation of the foregoing by others, or of any other misappropriation or unauthorized access, use, reproduction or reverse engineering of, or tampering with any Information Technology Resources or other Company property or materials by others.

b. Exit Obligations. Upon (i) voluntary or involuntary termination of the Employee's employment or (ii) the Company's request at any time during the Employee's employment, the Employee shall (A) provide or return to the Company any and all Company property, including uniforms, keys, key cards, access cards, identification cards, security devices, Company credit cards, network access devices, computers, cell/smartphones, fax machines, equipment, manuals, reports, files, books, work product, e-mail messages, recordings, thumb drives or other removable information storage devices, hard drives, and all Company documents and materials belonging to the Company and stored in any fashion, including but not limited to those that constitute or contain any Confidential Information that are in the possession or control of the Employee, whether they were provided to the Employee by the Company or any of its business associates or created by the Employee in connection with his/her employment by the Company; and (B) delete or destroy all copies of any such documents and materials not returned to the Company that remain in the Employee's possession or control, including those stored on any non-Company devices, networks, storage locations and media in the Employee's possession or control.

c. Pursuant to the federal Defend Trade Secrets Act, the Company hereby notifies Employee, and Employee acknowledges, that Employee shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (a) Employee makes (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) employee makes in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Further, pursuant to such Act, if Employee files a lawsuit for retaliation

by the Company for reporting a suspected violation of law, Employee may disclose a trade secret to Employee's attorney and use the trade secret information in the court proceeding, if Employee: (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order.

3. **Publicity** . The Employee hereby consents to any and all uses and displays, by the Company and/or its clients of the Employee's name, voice, likeness, image, appearance and biographical information in, on or in connection with any pictures, photographs, audio and video recordings, digital images, websites, television programs and advertising, other advertising, sales and marketing brochures, books, magazines, other publications, CDs, DVDs, tapes and all other printed and electronic forms and media throughout the world, at any time during or after the period of his/her employment by the Company, for all legitimate business purposes of the Company ("Permitted Uses"). Employee hereby forever releases the Company and its directors, officers, employees and clients from any and all claims, actions, damages, losses, costs, expenses and liability of any kind, arising under any legal or equitable theory whatsoever at any time during or after the period of his/her employment by the Company, in connection with any Permitted Use.

4. **Acknowledgement** . The Employee acknowledges and agrees that the Employee will obtain knowledge regarding the Company's and/or its clients' methods of doing business and marketing strategies by virtue of the Employee's employment; and that the terms and conditions of this Agreement are reasonable under these circumstances. The Employee further acknowledges that the amount of his/her compensation reflects, in part, his/her obligations and the Company's rights under this Agreement; that he/she has no expectation of any additional compensation, royalties or other payment of any kind not otherwise referenced herein in connection herewith; that he/she will not be subject to undue hardship by reason of his/her full compliance with the terms and conditions of this Agreement or the Company's enforcement thereof; and that this Agreement is not a contract of employment and shall not be construed as a commitment by either the Company or Employee to continue an employment relationship for any certain period of time. Nothing in this Agreement shall be construed to in any way terminate, supersede, undermine or otherwise modify the "at-will" status of the employment relationship between the Company and the Employee, pursuant to which either the Company or the Employee may terminate the employment relationship at any time, with or without cause, with or without notice.

5. **G overning Law; Arbitration** . This Agreement, for all purposes, shall be construed in

accordance with the laws of Oregon without regard to conflicts-of-law principles. Any action or proceeding to enforce this Agreement shall be brought in arbitration pursuant to the Mutual Agreement to Individually Arbitrate Disputes.

6. Modification and Waiver . No provision of this Agreement may be amended or modified unless such amendment or modification is agreed to in writing and signed by the Employee and by the President/CEO of the Company (other than the Employee). No waiver of any breach of any condition or provision of this Agreement shall be deemed a waiver of any similar or dissimilar provision or condition at the same or any prior or subsequent time, nor shall the failure of or delay by either the Company or Employee in exercising any right, power or privilege hereunder operate as a waiver thereof to preclude any other or further exercise thereof or the exercise of any other such right, power or privilege.

7. Severability . Should any provision of this Agreement be held by an arbitrator or court of competent jurisdiction to be enforceable only if modified, or if any portion of this Agreement shall be held as unenforceable and thus stricken, such holding shall not affect the validity of the remainder of this Agreement.

Name

First and last name

Date

Today's date

Address

Current address (no PO boxes allowed)

Clear

Save Signature

## Audit Log

08/21/2020 0:41:50, Contract created by **323logistics**

08/21/2020 0:43:14, **Contract signed online by client using 63.146.204.74**08/21/2020 0:50:11, Contract created by **323logistics**

08/21/2020 0:50:28, Signature removed by **323logistics**

08/21/2020 0:51:15, Contract updated by **323logistics**

08/21/2020 1:07:37, Contract updated by **323logistics**

08/21/2020 1:14:29, Contract updated by **323logistics**

08/21/2020 3:08:21, Contract updated by **323logistics**