**MUTUAL CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT**

 THIS MUTUAL CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT is made as of JAN 14, 2019 by and between **Coast Transportation and Warehousing (dba** **Coast 3PL.** (the “First Party”) and **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**and its subsidiaries and affiliated entities (hereinafter referred to as “Company”) to assure the protection and preservation of the confidential and/or proprietary nature of information to be disclosed or made available to each other in connection with certain negotiations and discussions.

 WHEREAS, the First Party and the Company (collectively referred to as “the parties”) wish to assure the confidential and/or proprietary status of the information that they may disclose to the other;

 NOW THEREFORE, in reliance upon and in consideration of the exchange and/or disclosure of valuable information, the adequacy of which is acknowledged and conceded, the parties agree as follows:

1. **Confidential Information.** The term “Confidential Information” refers to all documents or information: (i) which the disclosing party has marked “Confidential Information”; or (ii) pertaining to the disclosing party’s non-public, proprietary and/or trade secret operating, marketing, financial, or personnel matters, its present or future products, product development, services, sales, revenue, suppliers, customers, clients, employees, or business, whether such information is in oral, written, tangible, graphic, or electronic form, and whether such information is patented, copyrighted or categorized as a trade secret or know how. Confidential Information does not include information or documents that:
	1. was previously known to the receiving party free of any obligation to keep it confidential as shown by the written records of the receiving party, so long as the receiving party did not receive such information or documents directly or indirectly from the disclosing party under this agreement or a separate written agreement to keep such information confidential;
	2. is or became publicly available, by other than unauthorized disclosure by the parties;
	3. is independently developed by the receiving party without knowledge of the Confidential Information as shown by the written records of the receiving party; or
	4. is lawfully received from a third party whose disclosure would not violate any confidentiality or other legal obligation.
2. **Nondisclosure of Confidential Information.** The parties represent and warrant to each other that they will maintain the secrecy of all Confidential Information made available by the disclosing party and will disclose such information only to its applicable employees, officers, directors, accountants, attorneys, and/or shareholders and such other persons as the parties mutually agree. In the event that either party desires to make the Confidential Information available to any of its consultants, such party shall first require such consultant to deliver an executed copy of this Agreement to the other party. Further, in the event either party is, pursuant to, or required by, applicable law, regulation or legal process, to disclose any of the Confidential Information, the disclosing party shall notify the non-disclosing party promptly so the non-disclosing party may, at its cost, seek a protective order or other appropriate remedy or, at its sole discretion, waive compliance with the terms of this Agreement. The disclosing party shall not disclose any Confidential Information until the court has made a ruling under such circumstances. In the event that no such protective order or other remedy is obtained, or that the non-disclosing party waives compliance with the terms of this Agreement, the disclosing party will furnish only that portion of the Confidential Information which, when advised by counsel, is legally required and will exercise all reasonable efforts (without the incurrence of cost) to obtain reliable assurance that confidential treatment will be accorded the Confidential Information. The parties further covenant and agree that they will use the Confidential Information only for purposes of determining whether they are interested in entering into an agreement or business relationship with the disclosing party. The parties further covenant and agree that, to the best of their knowledge, all Confidential Information disclosed by the disclosing party is owned by the disclosing party, and all Confidential Information shall remain the property of the disclosing party, unless otherwise agreed to in writing. Nothing contained in this Agreement shall be construed as granting or conferring any rights, by license or otherwise, expressly, implied, or otherwise, to the disclosing party’s Confidential Information or any trademark, patent, copyright, invention, discovery, or improvement made, conceived, or acquired prior to or after the date of this Agreement, unless otherwise agreed to in writing.
3. **Independent Development and Residuals**. The terms of confidentiality under this Agreement shall not be construed to limit either party’s right to develop independently or acquire products without use of the other party’s Confidential Information. The parties acknowledge that the other party may currently or in the future be developing information or products internally, or receiving information or products from others, that is similar to the Confidential Information. Accordingly, nothing in this Agreement will prohibit the receiving party from developing or having developed for it products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Confidential Information provided that the receiving party does not use any Confidential Information or otherwise violate any of its obligations under this Agreement in connection with such development.
4. **Definitive Agreements**. Each party understands and agrees that no contract or agreement providing for any relationship involving the parties shall be deemed to exist between the parties unless and until a final definitive agreement has been executed and delivered. Each party also agrees that unless and until a final definitive agreement regarding a relationship between the parties has been executed and delivered, neither party will be under any legal obligation of any kind whatsoever with respect to such relationship by virtue of this Agreement except for the matters specifically agreed to herein. Both parties further acknowledge and agree that each party reserves the right, in its sole discretion, to provide or not provide Confidential Information to the receiving party under this Agreement, to reject any and all proposals made by the other party or any of its representatives with regard to a relationship between the parties, and to terminate discussions and negotiations at any time.
5. **Return or Destruction of Confidential Information.** The parties agree that, whenever the disclosing party so requests, the receiving party shall promptly return, at the disclosing party’s cost, all Confidential Information made available to it, together with all originals and copies of financial statements, spreadsheets, manuals, documents, drawings, tapes, discs, or other materials relating to such Confidential Information. Alternatively, the disclosing party may demand the receiving party to (i) destroy the Confidential Information and any notes, memos and analyses relating to the Confidential Information and (ii) certify in writing that the receiving party has complied with the obligations set forth in this paragraph.
6. **Prohibition of Use of Confidential Information.** Except as a subsequent written agreement between the parties may specifically permit, the parties covenant and agree that no Confidential Information supplied by the disclosing party will be used in any way except as specifically permitted by this Agreement, either by the receiving party or by any person receiving such Confidential Information through or from the receiving party, whether directly or indirectly.
7. **Duration.** The duration of this Agreement shall be perpetual, but the obligation to maintain the secrecy and confidentiality of Confidential Information made available under this Agreement and the obligation not to use or incorporate Confidential Information made available under this Agreement shall continue in full force and effect for as long as the Confidential Information remains confidential. If, however, a court finds this period is not reasonably necessary to protect the parties’ legitimate protectable interests, then the duration shall be for a period of ten (10) years from the date of this Agreement. If, however, a court finds this period is not reasonably necessary to protect the parties’ legitimate protectable interests, then the duration shall be for as long a period of time as the court determines is reasonably necessary to protect the parties’ legitimate protectable interests.
8. **Complete Agreement.** This Agreement contains the final, complete, and exclusive agreement of the parties relating to non-disclosure and confidentiality of Confidential Information, and this Agreement may not be changed, modified, amended, or supplemented except by a written instrument signed by both parties.
9. **Applicable Law.** This Agreement and the legal relations between the parties shall be governed by and in accordance with the laws of the State of California.
10. **Dispute Resolution.** In the event a dispute under or relating to this Agreement cannot be settled by mutual consultation between the parties, both parties irrevocably consent to the jurisdiction of any state or federal court sitting in Maricopa County, Arizona for the resolution of any such dispute and the courts located in Maricopa County, Arizona shall be the sole jurisdiction and venue for any dispute between the parties. The prevailing party in any litigation filed with any such court, including appeals from such court, shall be entitled to an award of costs and reasonable attorneys’ fees.
11. **Equitable Remedies.** Each party hereby acknowledges and agrees that, in the event of any breach of this Agreement by the receiving party, including, without limitation, the actual or threatened disclosure of the disclosing party’s Confidential Information without the prior written consent of the disclosing party, the disclosing party will suffer an irreparable injury such that no remedy at law will afford the disclosing party adequate protection against, or appropriate compensation for, such injury. Accordingly, each party hereby agrees that the disclosing party shall be entitled to specific performance of a receiving party’s obligations under this Agreement, as well as such further injunctive relief as may be granted by a court of competent jurisdiction.
12. **Severability.** In the event of invalidity of any provision of this Agreement, the parties agree that such invalidity shall not affect the validity of the remaining portions of the Agreement, and further agree to substitute for the invalid provision a valid provision that most closely approximates the intent and economic effect of the invalid provision.
13. **Definition.** The definition of the term “Company” shall include APL and any and all of its subsidiaries, affiliates and related entities.

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Company) Coast Transportation and Warehousing Co, Inc. (Coast 3PL), (First Party)**

By: By:

Name: Name: Paul Anderson

Title: Title: Director of Logistics

Date: Date: May 2, 2019