

MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (the "**Agreement**") by and between ID Logistics Warehousing, LLC including any of its divisions, subsidiaries, and affiliates, having its principal place of business at 3 Stauffer Industrial Park, Scranton, PA 18504 ("**IDL**"), and INSERT ENTITY NAME, having its principal place of business at INSERT ADDRESS ("**Company**"). This Agreement is made effective as of the date last executed (the "**Effective Date**").

WHEREAS, IDL and Company (individually a "**Party**" and collectively the "**Parties**") desire to exchange Confidential Information (as defined hereunder) for the purpose of evaluating a possible business transaction or other business arrangement. For purposes hereof, the Party disclosing the Confidential Information is the "**Disclosing Party**" and the Party receiving the Confidential Information is the "**Receiving Party**."

FOR AND IN CONSIDERATION of the mutual covenants contained in this Agreement, the Parties agree as follows:

Section 1. Confidentiality of Information.

(a) Each Party acknowledges that all Confidential Information which has or will come into the Receiving Party's possession or knowledge on or after the Effective Date is confidential and proprietary to the Disclosing Party and constitutes the exclusive property of the Disclosing Party. Each Party acknowledges that any disclosure of the other's Confidential Information other than as specifically provided herein will be wrongful and may cause irreparable injury to the other Party and, therefore, each Party agrees to hold the other's Confidential Information in strictest confidence and not to make use of it other than as specifically provided herein. Each Party shall protect the confidential and proprietary nature of the Disclosing Party's Confidential Information in at least the same manner and extent that it protects the confidential and proprietary nature of its own Confidential Information of like kind but in no event less than reasonable care.

(b) The term "**Confidential Information**" shall include, but not be limited to, pricing, financial statements, financing documents; Business plans, methods, and practices and responses to requests for proposals; personnel, customers, and suppliers; trade secrets, inventions, formulas, processes, methods, products, patent applications, and other proprietary rights; or specifications, drawings, sketches, models, samples, tools, computer programs, technical information, or other related information. All information disclosed by the Disclosing Party to the Receiving Party pursuant to this Agreement shall be deemed "Confidential Information" and shall be subject to the terms of this Agreement unless: (i) the Receiving Party can show that the Confidential Information received from the other is or has become generally available to the public through no violation of the terms of this Agreement; (ii) the Receiving Party can show that such Confidential Information was in its possession prior to receipt from the other Party; (iii) the Receiving Party at any time lawfully obtains such Confidential Information in writing from a third-party under circumstances permitting its disclosure; (iv) such Confidential Information is disclosed in accordance with the terms of a prior written consent of owning Party; or (v) the Receiving Party has independently developed such Confidential Information prior to or during the course of this Agreement without reference to or use of the Disclosing Party's Confidential Information.

(c) Confidential Information disclosed hereunder shall at all times remain, as between the Parties, the property of the Disclosing Party. No license under any trade secrets, copyrights, or other rights is granted by this Agreement or any disclosure of Confidential Information hereunder. THE DISCLOSING PARTY SHALL NOT BE DEEMED TO MAKE OR HAVE MADE ANY REPRESENTATION OR WARRANTY HEREUNDER AS TO THE ACCURACY OR COMPLETENESS OF ITS CONFIDENTIAL INFORMATION OR ANY PORTION THEREOF, ALL OF WHICH INFORMATION IS PROVIDED UNDER THIS AGREEMENT ON AN "AS IS" BASIS. Similarly, no license or intellectual property right is granted or implied by disclosure of Confidential Information to the Receiving Party.

Section 2. Non-Disclosure to Third Parties.

Neither Party shall communicate the other's Confidential Information in any form to any third-party without the other Party's prior written consent and each Party shall use commercially reasonable efforts to prevent the inadvertent disclosure of the other Party's Confidential Information to any third-party. Any Confidential Information disclosed to a third-party pursuant to this Section shall be provided pursuant to a non-disclosure agreement between that Party and the third-party.

Section 3. Authorized Disclosure.

(a) Access to Confidential Information shall be restricted to those of the Receiving Party's personnel with a reasonable need-to-know or need-to-have access to the Confidential Information. Each Party shall cause any of its employees to whom such Confidential Information is transmitted to be bound to the same obligation of secrecy and confidentiality to which the Parties are bound under this Agreement. Receiving Party will be liable for any breach of this Agreement by its representatives, employees, or agents.

(b) If the Receiving Party becomes required by law or applicable legal process to disclose any Confidential Information, the Receiving Party shall provide the Disclosing Party with prompt prior written notice of such requirement and the terms of and circumstances surrounding such requirement so that the Disclosing Party may seek an appropriate protective order or other remedy, or waive compliance with the terms of this Agreement, and the Receiving Party shall provide such cooperation with respect to obtaining a protective order or other remedy as the Disclosing Party shall reasonably request. If such protective order or other remedy is not obtained, or if the Disclosing Party is required to waive compliance with the provisions hereof, the Receiving Party shall furnish only that portion of such Confidential Information which, as it is advised in a written opinion by its counsel, it is legally required to furnish, and the Recipient will use reasonable efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so furnished.

Section 4. Survival of Terms.

(a) The obligations of this Agreement shall terminate three (3) years after the Effective Date, unless earlier terminated by either Party by providing written notice of termination.

(b) Notwithstanding the foregoing, all Confidential Information made available hereunder by the Disclosing Party, including copies hereof, shall be returned or destroyed by the Receiving Party: at any time upon request by the Disclosing Party, or upon termination of this Agreement, unless (i) the Receiving Party is required to retain copies thereof to comply with recordkeeping requirements of any governmental agency; or (ii) computer records or files created pursuant to automatic archiving and back-up procedures and the like, which cannot reasonably be deleted. Any Confidential Information that cannot be returned or destroyed or deleted will remain confidential indefinitely, subject to the terms of this Agreement.

Section 5. Miscellaneous.

(a) Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to or application of choice of law rules or principles. The Parties irrevocably consent to the exclusive jurisdiction of, and venue in, any court of competent jurisdiction located in Lackawanna County, Pennsylvania.

(b) Notice. Any notice required by this Agreement or given in connection with it, shall be in writing and shall be made by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services, to the address identified herein.

(c) Assignment. Neither Party may assign this Agreement without the prior written consent of the other, and any non-approved attempted assignment shall be null and void. This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the Parties hereto.

(d) Remedies. The Parties agree that in the event of any violation or threatened violation of this Agreement the injured Party shall be authorized and entitled to seek from any court of competent jurisdiction preliminary and permanent injunctive relief as well as an equitable accounting of all profits or benefits arising from such violation, which rights and remedies shall be cumulative and in addition to any other rights or remedies at law or in equity to which the injured Party may be entitled.

(e) Severability. Any invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity of any other of its provisions.

(f) No Waiver. No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Failure to exercise a right or remedy granted hereunder shall not be deemed a waiver of such right or remedy.

(g) No Commitment. This Agreement is not an agreement by the Parties to enter into any business relationship with another Party or to procure any product or service from the other. Any agreement for such business relationship, purchase or other procurement shall be at the discretion of the Parties and shall be evidenced by separate written agreements executed by the Parties.

(h) Counterparts; Electronic Signature. This Agreement may be executed in one or more counterparts and each of such counterparts will for all purposes be deemed to be an original, and all such counterparts will together constitute but one and the same instrument. This Agreement may be executed by electronic signature and emailed.

(i) Modifications. This Agreement may not be modified or amended, nor may any obligations hereunder be waived or extension of time to perform granted, except, by written instrument signed by a duly authorized representative of both Parties.

(j) Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof.

The Parties acknowledge that this Agreement is valid and legally binding and has been executed by an authorized representative. The Parties have executed this Agreement as of the date last executed, below.

ID LOGISTICS WAREHOUSING, LLC

INSERT ENTITY NAME

By: _____
Name:
Title:
Date:

By: _____
Name:
Title:
Date: