



MUTUAL NONDISCLOSURE AGREEMENT

Name	Logistica Solutions Inc 1251 N Jefferson St Anaheim, Ca 92807 714-238-3209	Name	
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Logistica Solutions Inc. will be disclosing certain confidential and Proprietary Information to one another. In consideration of such disclosure, each party understands, acknowledges, agrees, and warrants to the other that:

1. Definitions.

- Proprietary Information: Collectively, Confidential Information Trade Secrets, and third party information disclosed in confidence. Confidential Information: Confidential or Proprietary Information, other than Trade Secrets, of value to its owner, including business plans, personnel information, the terms hereof, and any data or information defined herein as a Trade Secret but which is determined by a court of competent jurisdiction not to rise to the level of a trade secret under applicable law.
- Trade Secrets: Information, without regard to form, including computer software programs, related documentation and other materials, compilations, techniques, drawings, processes, developments, financial and product data and plans, technical specifications, and lists of actual or potential clients or suppliers that: **(a)** derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and **(b)** is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

2. Confidentiality. The loss of competitive advantage due to unauthorized disclosure or use of Proprietary Information will cause great injury and harm. Therefore, both parties shall take all appropriate action to ensure the confidentiality and security of the Proprietary Information. Without limiting the generality of the foregoing, each party, unless otherwise approved in writing by the other party, shall:

- Maintain Proprietary Information in strict confidence, which obligation arises upon its first access thereto and survives termination of this Agreement.
- Use the Proprietary Information only for evaluating products and services, and shall not disclose, distribute, publish, provide, transmit, or otherwise make available any Proprietary Information, in whole or in part, except in confidence to its associates on a need-to-know basis only.
- Have no right to copy or reproduce Proprietary Information, in whole or in part, and shall not disassemble, decompile, or reverse

engineer software provided (if any). Each party will return Proprietary Information (and any copies) upon completion of its review or upon the owner's request. Neither party shall be liable for any disclosure of Proprietary Information which: (a) was in or enters the public domain through no act or failure to act by such party; (b) is disclosed by the owner to other parties without restriction on its disclosure; or (c) is received from a third party without breach of any standard of confidentiality.

3. Ownership; Remedies. The Proprietary Information is, and remains, the owner's sole and exclusive property, and this Agreement grants no licenses or other rights of any kind unless expressly stated herein. Any breach hereof will cause immediate and irreparable injury to owner, who shall be entitled to take whatever action may be necessary, at law or in equity, to protect its Proprietary Information.

4. Applicability. The restrictions set forth herein shall continue for Trade Secrets and any Confidential Information that rises to the level of a Trade Secret for as long as it qualifies as such under applicable law, and all other Confidential Information for a period of two (2) years after this Agreement's termination or expiration, whichever occurs first.

5. Governing Law. This Agreement is governed by the laws of the State of California without regard to its principles on conflicts of laws.

6. General. This Agreement constitutes the entire understanding, oral or written, between the parties with respect to the subject matter hereof, and shall be binding upon and inure to the benefit of the parties and any permitted successors or assigns. Any failure or delay in exercising any right or remedy by either party hereto shall not be deemed a waiver of any further or other right or remedy hereunder. If any provision herein is declared invalid, the other provisions shall remain in full force and effect, and this Agreement shall be deemed to be amended to replace, to the extent legally possible, the rights and obligations contained in the invalid provision. The invalidity of any provision shall not constitute a failure of consideration hereunder. Please indicate your understanding, acknowledgment, and acceptance of the above by executing this Agreement in the space provided below.

ACCEPTED: LOGISTICA SOLUTIONS INC., ASSOCIATE	ACCEPTED:
Signature:	Signature:
Print Name & Title:	Print Name & Title:
Date:	Date: