



NON-DISCLOSURE NON-COMPETE NON-SOLICITATION OF BUSINESS MATERIAL. NO REFUNDS AND/OR CHARGEBACKS OF USAGE OF A DEBIT, CREDIT CARD OR PAYPAL FOR EDUCATIONAL AND/OR SERVICE AGREEMENT – (SIGN, DATE and INITIAL EVERYTHING)

Non-Disclosure / Non-Compete Agreement / No Refunds or Charge Backs ZELLE Pay Service Agreement this “Agreement”) is made effective as of the date set forth: Date / Month _____, 2023, by and between Trans360 Logistics LLC, and known as the Dispatching Training all known as (“the Company/Companies”), Incorporated in Georgia and (known as the Recipient / Student / Customer Name), of as follows: (Printed Name) _____ . WHEREAS, the company desires to provide to the Recipient’s certain confidential Information and materials belonging to the Company, consisting of, without limitation, power-point presentation, data, specifications and Information relating to the Company’s Trans360 Logistics LLC, including verbal, visual, manual, software and data Information and, WHEREAS, in order to facilitate the Recipient’s training provided by Trans360 Logistics LLC and the Companies requires that all such items as the “Training Materials” be protected from unauthorized use and disclosure. The Recipient’s may not in any shape or form disclose and/or share any information to their employees or independent dispatchers bought to represent the Recipient’s Company or Individual. Person signing this agreement is not in any shape or form associated with any Dispatcher Training, Dispatchers, Educator(s) or Training Facility concerning Transportation or Logistics company. The Recipient’s will not disclose or share any information that is given whether written or spoken, and/or start any training and/or Dispatchers, Freight Agents, authority licensing company, and/or or transportation training program, and/or school in any shape or form for a period of 5 years. NOW, THEREFORE in consideration of the foregoing, of the mutual promises hereinafter set forth and of other goods and valuables consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending legally to be bound, hereby agrees as follows: **1.** The Recipient’s agrees to treat as confidential all technical, business, financial and other confidential or proprietary information of the Company which is disclosed to the Recipient’s, whether in written, oral, electronic or other tangible or intangible form, formulas, knowhow, plans, data, documentation, reports, inventions, ideas, concepts, and other Information (all of the foregoing information hereinafter collectively referred to as the “Information”). The term “Information” shall include all confidential information of the Company, whether disclosed to the Recipient’s before, on or after the date hereof. Notwithstanding the foregoing, the term “Information” shall not include information that the Recipients can demonstrate (a) was known to it prior to its receipt of such information from the Company; (b) became generally publicly known other than by the Recipient’s direct or indirect act; (c) was independently developed by the Recipient’s



without use or access to the Information. Recipient / Student is, allowed to use forms “only” within the “Training Materials” and/or “Power Point Presentations” supplied. **2.** The Recipient’s shall, with respect to all Information, (a) restrict disclose of or access to such Information to those of its employees, friends, relatives and/or any independents contractors hired or representing the Recipient’s with a need to know such Information who are under duties of confidentiality and nondisclosure and non-compete at least stringent as the ones set forth therein, and not disclose or allow access to such Information to any employee and/or independent agent; (b) not use such Information in any way that is detrimental or contrary to the interests of the Company; (c) not use such Information for its own or any other person’s benefit or for any purpose other than in connection with its evaluation of the Company’s products; (d) use at least the same, if not more of a degree of care in protecting the confidential Information; (e) not decompile, disassemble, or reverse engineer any part in any form the manual, software, information or computer code or portion thereof disclosed hereunder, or attempt to do so; and (f) not remove, change or deface any proprietary markings In or on nay part of the Information. The foregoing duties if the Recipient’s will survive the termination of this Agreement, **3.** The Recipient’s shall, upon the request of the Company, return any and all of the Information to the Company and, at the direction of the Company, return or destroy all copies of such Information (“Training Materials” and/or “Power Point Presentation”, copies, software, backups, analyses, reports and other Information derived from such Information), in paper, electronic or other form, then in the Recipient’s possession or control and will make any and all efforts to retrieve any of the above from anyone who may have the Information. **4.** Nothing contained in this Agreement shall be construed as granting or conferring any right by license or otherwise to the Recipient’s in any Information disclosed by the Company to the Recipient’s. **5.** Whereas, if the Recipient’s discloses and/or uses in any shape of form the information stated in this Agreement, the Recipient’s agrees to pay damages of no less than \$100,000 (One hundred thousand dollars) in damages and/or more if the Legal Courts and/or Judge does so order. *** _____ **INITIAL HERE.** The Recipient’s shall not export any of the Information to any non-U.S. person without prior written consent of the Company in any shape or form. **6.** That you understand and acknowledge if DOT and/or Federal and/or State request any copy of photo(s) or and written forms and that we will comply with the laws and regulations required. Give full permission to publish my photo in many media and /or advertising, paper or internet form. **7.** Recipient gives any representative of Trans360 Logistics, LLC permission to fax, email, publish or mail recipient’s information to any brokerage firm for the possible of employment as an independent contractor as a Dispatcher. This Agreement shall to governed and construed in accordance with the laws of the State of Georgia without giving effect to its conflicts of law rules and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. The Company hereby agree to the exclusive



jurisdiction and venue of the state and federal courts located in or serving McDonough, Georgia and waive any claim if inconvenient forum. **8.** No failure or delay by the Company in exercising any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right or power. The provisions of this Agreement shall be deemed severable, and the invalidity or enforceability of the other provisions hereof. In the event any provision of this Agreement shall be declared by a court of competent jurisdiction to be unreasonable or unenforceable, such restrictions shall be deemed to become and thereafter be the maximum restrictions which the court deems reasonable and enforceable. **9.** Recipient's understands and agrees to the following, which is our disclaimer located on our website at: <http://www.trans360logistics.com> on the webpage as follows: Once our "Training Materials and/or the "Power Point Presentation" from Trans360 Logistics, LLC, (which is Copyrighted) and will be either "Emailed" or "Hand Delivered" or if "Shipped" with a tracking number as proof of shipment, there are No refunds to said Recipient's/customer in any shape or form. "ALL SALES ARE FINAL. NO REFUNDS ARE GIVEN IN ANY SHAPE AND//OR FORM" and "NO CHARGE BACKS USING ZELLE PAY SERVICES IN AND SHAPE OR FORM". ALL PURCHASES and/or SALES ARE FINAL. ZELLE Pay has been advised of this disclaimer. Purchasing the "Training Materials" and/or "Power Point Presentation" to study for you, the individual (said Recipient's.

10. The Recipient's acknowledge that the breach or threatened breach of this Agreement may result in irreparable injury to the Company and that, in addition to its other remedies, the Company shall be entitled to injunction relief to restrain any threatened or continued breach of this Agreement by the Recipient. The Recipient's hereby waives any requirement for the posting of a bond or other security in connection with the granting to the Company of such injunctive relief. **11.** Each party represents to the other that this Agreement has been duly executed by it or it's duly authorized officers or agents and constitutes a valid, binding and enforceable obligation of such party. **12.** As used herein, the Company shall include any corporations, company or other business entity which is at any time the parent, subsidiary or an affiliate or, the Company.

13. In consideration of and as an inducement for the disclosure and non-compete of the Information hereunder, the Recipient's agrees, for a period of 5 (five) years following the date hereof, that neither it nor its parent companies, subsidiaries, associates, relatives or other affiliates, if any, will develop, create, obtain, manufacture, market, license or sell, whether for incorporation into or bundling with other companies, computer or for use as a stand-alone item, any manual, software or product which is competitive with the manual, software and products of the Company. **14.** Recipient/Student/Customer has been informed by representative of Trans360 Logistics, LLC company's "Training Materials" and/or the "Power Point Presentation" is copyrighted by LAWS. But, may manipulate and/or use any forms within the "Training Materials and/or the "Power Point Presentation" if they decide to become a fully licensed Instructor, Recipient



understands “only the forms” may be used. **15.** Recipient gives any representative of Trans360 Logistics, LLC permission to fax, email, publish or mail recipient’s information to any brokerage firm for the possible of employment as an independent contractor as a Dispatcher. To use and photos or written/verbal statements on the Company/Companies websites of the Recipients representative at class. **16.** IN WITNESS WHEREOF, the party hereto have executed this Agreement as of the date set forth below. Customer acknowledges and agrees whether using an “Electronic Signature” or “Hand Written Signatures” that this Agreement and/or Receipts by Name(s), Initial(s) and Date(s) is a Legal and Binding Agreement and can be used against them legally and fully in any states within United States of America, and agrees legally and fully that “All Sales and/or Payments Are Final”, that there are “NO Refunds” in any shape or form whether using a ZELLE, Pay.

The Student agrees not to screenshot the presentation or training materials _____ **INITIALS HERE.

FILL OUT EVERYTHING BELOW– AS PER THIS AGREEMENT

Print Name: _____ Birthday: _____

Address: _____

City: _____ St: _____ Zip: _____

Email: _____ PH: _____

Agreement Signature: _____ Date: _____

Our Office Use: ZELLE Transaction#: _____

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