



*SunTerra Transportation and Logistic Services, LLC.  
St Petersburg, FL. 33707  
Phone 727.362.6357 / Fax 866.871.6905*

### **MUTUAL NON - CIRCUMVENT and NON - DISCLOSURE**

This Agreement (“Agreement”) is made effective as of [REDACTED] day of [REDACTED] and is between Sunterra Environmental, a Florida limited liability company and [REDACTED], and are each referred to as a “Party” and collectively referred to as the “Parties”.

The purpose of this agreement is to protect the confidential information brought together by the business transactions and interchange of the stated parties above desiring to facilitate various strategic alliances and business ventures. Regarding the possible entry into a business relationship, each party may disclose its Trade Secrets or Confidential Information to the other. For and in consideration of the disclosures to be made hereunder and the mutual promises and covenants expressed herein, the parties agree as follows:

**I. CONFIDENTIAL INFORMATION** - As used herein, Confidential Information shall mean any information and data of a confidential or proprietary nature which is disclosed by Disclosing Party to Receiving Party, including but not limited to, customer information, proprietary technical, financial, personnel, marketing, pricing, sales, and/or commercial information with respect to computer networking, data communications, computing services; development, operation, performance, cost, know-how, business, process and marketing of computer software and other technology relating to computer networking, data communications and computing services as well as ideas, concepts, designs and inventions, computer source and object code and computer programming techniques; and all record bearing media containing or disclosing such information and techniques that are disclosed pursuant to this Agreement. The terms and existence of this Agreement, the fact that Confidential Information has been made available hereunder, that discussions or negotiations are taking place concerning a potential business relationship involving the Parties and all the terms, conditions, and other facts with respect thereto (including the status thereof) shall also be considered Confidential Information that is subject to the provisions of this Agreement.

**II. PROTECTION OF CONFIDENTIAL INFORMATION** - Both parties understand and acknowledge that the Confidential Information has been developed or obtained by stated parties by investment of significant time, effort and exposure, and that the confidential information is a valuable, special and unique asset of stated parties which provides each with a significant competitive advantage. Therefore, stated parties agree to hold in confidence and not to disclose the Confidential Information to any person or entity without the prior written consent of each Party. No copying: Both further agree that they will not copy or modify any Confidential Information without the prior written consent of stated parties. No contact: both further agree that they will not directly contact any listed source of Confidential Information without the prior written consent of respective parties.

**III. NON-CIRCUMVENT** - The Parties, hereby irrevocably agree, and guarantee each other they shall not, directly or indirectly interfere with, circumvent or attempt to circumvent, avoid, by-pass, or obviate each other's interest, or the interest or relationship between the Parties with other haulers, trucking companies, contractors on project, future contractors on project, carriers, prime contractors, sub-contractors, producers, sellers, buyers, brokers, dealers, , government departments, distributors, financial institutions, technology owners, developers or manufacturers, to change, increase or avoid directly or indirectly payment of established or to be established fees, commissions, or continuance of pre-established relationship or intervene in non-contracted relationships that by-pass one of the Parties with any haulers, trucking companies, contractors on project, future contractors on project, carriers, prime contractors, sub- contractors, producers, sellers, buyers, brokers, dealers, government departments, distributors, financial institutions, technology owners, developers or manufacturers, corporations, producer, technology owner, partnership, or individual revealed or introduced by one of the Parties to one another in connection with any on-going or future transaction or project.

**IV. AGREEMENT** - This mutual non-circumvent and non-disclosure agreement is for the purpose of protecting new business developed jointly by the Parties therein. The Undersigned agree that they shall not use proprietary information or trade secrets unknown to the general public belonging to the Providing Party for their own use or for any purpose, other than the purpose authorized in writing by the Providing Party to the benefit of the joint business effort of the parties.

Except as otherwise expressly set forth in this Agreement, both parties herein will hold in confidence and not disclose, reproduce, distribute, transmit, reverse engineer, decompile, disassemble, or transfer, directly or indirectly, in any form, by any means, or for any purpose, the Trade Secrets or Confidential Information or any portion thereof. The Receiving Party may only disclose the Trade Secrets and Confidential Information to its attorneys, accountants and employees, to the extent such persons have a need to know such information for the purposes described in this Agreement, and provided each such employee shall be obligated in writing to comply with the terms and conditions of this Agreement and each such attorney or accountant shall either be legally bound to comply with the terms and conditions of this Agreement or so obligated in writing.

Recipient's obligations under this Agreement with regard to the Trade Secrets remain in effect for so long as such information shall remain a trade secret under applicable law. Recipient's obligations with regard to the Confidential Information shall remain in effect for two (2) years after the execution of this Agreement. No contract or agreement providing for any transaction involving the Parties shall be deemed to exist between the Parties unless and until a final definitive agreement has been executed and delivered. Nothing in this Agreement shall constitute or be deemed to constitute a partnership between the parties hereto or constitute or be deemed to constitute one party as agent of the other, for any purpose whatsoever, and neither party shall have the authority or power to bind the other, or to contract in the name of or create a liability against the other, in any way or for any purpose.

## **V. TRADE SECRET**

- (a) The undersigned and/or their employees, agents, affiliates, attorneys, accountants, and advisors acknowledge that all information shared while performing duties related to the development of potential acquisition of business or any customers introduced whether in written, printed, verbal or electronic forms by either party, including but not limited to files, employees, clients, suppliers, names and addresses, products samples, designs and patents, copyrights, manufacturing processes, sales and marketing projects and programs are to be held up as proprietary information and a trade secret of the "Disclosing Party" and as such are to be treated in a strictly confidential manner.
- (b) All information provided by either "Party" to the other party shall remain the sole and exclusive property of the Provider. The undersigned shall make every effort to protect and secure the information belonging to the parties while in their possession. No information belonging to the "Parties" shall be provided or disclosed in any form by the Undersigned to a third party directly or indirectly unless the third party is bound by the terms of this Agreement.
- (c) The Undersigned agrees that the proprietary information including, but not limited to, financial and marketing information, product or service information and customers' name's provided by either "Party" shall not be provided to, or disclosed directly or indirectly to any third party without prior written agreement of both parties.
- (d) The Undersigned agrees that no copies in any form whether magnetic, printed or electronic, abstracts or photographs shall be made without written permission of the Provider {defined in III b}. Upon demand by either of the Parties, the Receiving Party herein Undersigned will return all the proprietary information to the appropriate Provider.

**VI. REMEDIES** - The parties herein acknowledge that in the event of a breach of this Agreement, the injured party shall be entitled to injunctive relief as a cumulative and not necessarily successive remedy and without the need to post bond. Both parties understand, acknowledge and agree that in the event the Disclosing Party is required to bring an action to enforce the provisions of this Agreement through a Temporary Restraining Order or other remedy, the damages to Disclosing Party for improper disclosure of the Information are irreparable, and the Disclosing Party is entitled to equitable relief, including a preliminary injunction, in addition to other monetary relief.

If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction or a regulatory agency having jurisdiction over the subject matter herein to be enforceable, void or invalid, the remainder of the provisions herein shall remain in full force and effect and shall in no way be affected, impaired or invalidates and the rights and obligations of the parties of this Agreement shall be construed and enforced accordingly.

**VII. ATTORNEYS FEES** - If any legal action arises to this Agreement, the prevailing party shall be entitled to recover its court costs, expenses and reasonable attorneys' fees.

**VIII. JURISDICTION**

This Agreement shall be construed and governed to the laws of State of Florida.

*IN WITNESS WHEREOF*, the Parties have duly executed this document as of the Effective Date.

**Sunterra Environmental**



By: \_\_\_\_\_

By: \_\_\_\_\_

Print: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_