

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement ("Agreement") is made and entered into on _____ by and between _____ (hereinafter referred to as "Recipient") and NVC Logistics Group Inc. ("Discloser"). The parties hereto agree as follows:

1. **Confidential Information:** For purposes of this Agreement, "Confidential Information" shall mean all non-public, proprietary, technical, financial, commercial and other confidential disclosures and information, whether in oral, written or other form, that Discloser designates to Recipient as being confidential or which under the circumstances surrounding the disclosure thereof Recipient knows or has reason to know should be treated as confidential (including but not limited to, any business plans, executive summaries, capitalization tables, budgets, financial projections and un-published financial statements; costs, prices, marketing plans and licenses; employee, customer, supplier, shareholder, partner or investor lists; technology, know-how, business processes, trade secrets and business models; notes, sketches, flow charts, formulas, blueprints and elements thereof; source code, object code, graphical design, user interfaces and other intellectual property).

2. **Exclusions:** The term "Confidential Information" shall not include information that: (a) is or becomes generally available to the public, other than as a result of a disclosure or other fault by Recipient of any of its Representatives (as hereinafter defined) in violation of this Agreement; (b) was rightfully in Recipient's possession free of any obligation of confidence before, at or subsequent to the time such portion was communicated to Recipient by Discloser; (c) was developed by employees or agents of Recipient independently of and without reference to any information communicated to Recipient by Discloser; or (d) was communicated by Discloser to an unaffiliated third party free of any obligation of confidence. Any disclosure by Recipient of Confidential Information in response to a valid order by a court or other governmental agency, or otherwise required by law shall not be considered to be a breach of this Agreement by Recipient; provided, however, that Recipient shall provide prompt prior notice thereof to Discloser to enable Discloser to seek a protective order or otherwise prevent such disclosure, and Recipient shall limit the extent of such disclosure solely to the extent required by such order or law, and Recipient shall use its commercially reasonable efforts to ensure that such disclosed information is treated strictly confidentially by all recipients thereof. Recipient has the burden of proving any of the above exceptions. Discloser has the right to inspect the records of Recipient to determine the source of any information claimed to be within any of the above exceptions.

3. **Obligations of Confidence:** Recipient agrees to treat and hold the Confidential Information in the strictest confidence. Recipient shall employ all reasonable steps to protect the Confidential Information from unauthorized or inadvertent disclosure or use, including but not limited to at least such steps that Recipient takes to protect to its own confidential and highly sensitive information. Recipient agrees not to, and to cause its Representatives not to, disclose to any person that it has been provided with any Confidential Information by Discloser or that it is evaluating the Confidential Information. Recipient further agrees that, without Discloser's prior written consent, it will not provide copies of or otherwise disclose the Confidential Information to any person (including but not limited to, media, any corporation, partnership, group, individual or other entity) other than those of its own officers, directors, accountants, attorneys,

bankers, agents, employees or other advisors (collectively, its "Representatives") to whom it needs to disclose such information in order for Recipient to make an evaluation of the Confidential Information. Recipient agrees to inform such persons of the confidential nature of such Confidential Information and to require them to treat such information in accordance with the terms of this Agreement as if they were parties hereto. Recipient shall be responsible for any breach by its Representatives of the terms of this Agreement.

4. Return or Destruction of Information: Upon Discloser's request, Recipient will promptly return to Discloser and/or destroy (and certify in writing the destruction of) all Confidential Information along with all copies, summaries and extracts thereof (including but not limited to any notes, memoranda, notebooks, drawings, reports, records, files, documented sources and object codes and other documents and materials and all copies of reproduction of such materials) in Recipient's possession or under Recipient's control, whether prepared by Recipient or others, or in the possession or control of Recipient's Representatives.

5. Title to Information: As between the parties, all right, title and interest in and to the Confidential Information shall remain the property of Discloser. This Agreement is neither intended to nor will it create a joint venture, partnership, or other form of business association between the parties, nor any obligation to disclose any Confidential Information, nor an obligation to buy or sell products or services using or incorporating the Confidential Information, nor an implied or expressed license grant from one party to the other.

6. No Representation: Recipient acknowledges and agrees that: (a) neither Discloser, nor any of its officers, directors, accountants, attorneys, bankers, agents, employees, advisors and other representatives, have made or herein makes any expressed or implied representation or warranty as to the accuracy or completeness of the Confidential Information of Discloser or any estimates or projections contained therein; (b) neither Discloser nor its officers, directors, accountants, attorneys, bankers, agents, employees, advisors and other representatives shall have any liability resulting from the use of the Confidential Information, errors therein, or omissions therefrom, it being understood that Recipient should be entitled to rely solely on the representations and warranties made to it by Discloser only in any definitive agreements executed between the parties, and unless and until such definitive agreements have been executed, neither Discloser nor any of its officers, directors, accountants, attorneys, bankers, agents, employees, advisors and other representatives shall have any legal obligation to Recipient of any kind whatsoever with respect to its consideration of the Confidential Information, whether by virtue of this Agreement, any other written or oral expression, or otherwise. The term "definitive agreements" does not include an executed letter of intent or any other preliminary written agreement, nor does it include any written or oral acceptance of an offer or bid.

7. Press Releases: Except and otherwise set forth in any definitive agreements between the parties which provides otherwise, the parties agree that any public announcements or press releases with respect to the relationship between the parties created by this Agreement must be expressly approved in advance by both parties. In all events, Recipient will not use or disseminate any of the Confidential Information to establish, maintain, create, expand or operate any business that is competitive with Discloser, or to any news reporter or publication or entity or person involved in the entertainment or media fields.

8. Notices: All notices or other written communications required or desired to be given by the parties under this Agreement shall be given to the other party by personal delivery, by certified mail (return receipt requested), by air courier or overnight commercial delivery service (e.g. Federal Express or DHL), or by telecopier or facsimile addressed as follows:

If to Recipient:

If to Discloser:

NVC Logistics Group, Inc.
One Pond Road
Rockleigh, NJ 07647
Attn: Francis J. McCabe, General Counsel

Any party may change its address for the purpose of receiving notices or other communications by a notice to the other party. Notice given by mail shall be deemed given three days after the date of mailing thereof; notice given by telecopier or facsimile shall be deemed given upon confirmed receipt (provided a hard copy thereof is mailed concurrently therewith); and, notice by personal (or messenger) delivery shall be deemed given upon the delivery and confirmed receipt thereof.

9. Binding Agreement: If not terminated sooner, this Agreement shall terminate one (1) year following the date hereof. Regardless of any expiration or termination of this Agreement, Recipient's obligations shall survive any such expiration or termination. This Agreement shall be binding upon and shall inure to the benefit the parties hereto and their respective transferees, personal representatives, executors, administrators, successors and assigns.

10. Governing Law, etc.: This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey without reference to choice of conflict of law principles, and the parties hereto commit to the jurisdiction of such State. Recipient acknowledges that a violation of this Agreement would cause irreparable harm to Discloser for which no adequate remedy at law exists, and Recipient therefore agrees that, in addition to any other remedies available, Discloser should be entitled, from any arbitrator or a court of competent jurisdiction, to seek a decree of specific performance and to an ex parte temporary restraining order or preliminary injunction or restraining order and permanent injunction, without bond or other security and without proving special damages or irreparable injury, enjoining and restraining the breach, or a threatened breach, of any provision of this Agreement. The prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees and costs incurred because of any legal action arising in relation to this Agreement. This Agreement may not be amended without the prior written consent of the parties hereto. No failure or delay by a party in

exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise of any other rights, power or privilege hereunder. Discloser has relied upon, and may continue to rely on, this Agreement in disclosing Confidential Information to Recipient. To the extent any portion of this Agreement, or any portion of any provision of this Agreement, is held to be invalid or unenforceable, it shall be construed by limiting and reducing it so as to be enforceable to the extent compatible with applicable law. All remaining provisions, and/or portions thereof, shall remain in full force and effect. This Agreement shall be binding upon and inure to the benefit of the Discloser and its successors and assigns, related or associated entities, and the Recipient.

INTENDING TO BE BOUND, the parties have executed this Agreement as of the day and year specified below.

_____	_____
By (please print name):	NVC Logistics Group, Inc.
	By (please print name):
_____	_____
Its _____	Its _____



Service Provider Profile & Price Quote Agreement

This SERVICE PROVIDER PROFILE & PRICE QUOTE AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 20__, by and between NVC LOGISTICS GROUP, INC., a New Jersey corporation with offices at One Pond Road, Rockleigh, New Jersey (“NVC”) and _____, a _____ corporation with offices at _____, whose Federal Tax Identification Number is _____ (“Service Provider”, “Carrier”), (each a “Party,” collectively the “Parties”).

WHEREAS, Service Provider is engaged in the business of transporting property and furnishing transportation services as a for-hire motor carrier and also supplies handling, fulfillment, assembly, and/or installation or de-installation services, and wishes to supply its services to NVC. In order to provide the best service, we request that you complete this application and forward it to us, along with copies of the following documentation.

All information will be held in the strictest confidence.

- State License(s)
- Insurance Policy
- Specialty Licenses(s) – Hazmat, Home Delivery
- Operating Authority

General Information

Company Name: _____ Phone: _____

Address: _____ Fax: _____

City: _____ State: _____ Zip: _____

Yrs. in Business: _____ # of Employees: _____ Office Hours: _____

Primary Contact: _____ Phone: _____

Email Address: _____ Fax: _____

Operations Manager: _____ Phone: _____

Email Address: _____ Fax: _____

Ownership Type: Corporation State of Incorporation: _____



Partnership Partner name: _____

Sole Proprietorship: Sales Tax Exempt Yes No

Names/Addresses of Corporate Officers, Partners, Owners

- 1.
- 2.
- 3.
- 4.

SS or Fed ID # _____ US DOT # _____ MC # _____

Facility Information

Owner: _____ Phone: _____ Email: _____

Operations Manager: _____ Phone: _____ Email: _____

Terminal Manager: _____ Phone: _____ Email: _____

Dispatcher: _____ Phone: _____ Email: _____

Sales Manager: _____ Phone: _____ Email: _____

Hours of Operation:

	<u>Office</u>	<u>Customer Service</u>	<u>Dock/Warehouse</u>
M –F	__ to __	__ to __	__ to __
Saturday	__ to __	__ to __	__ to __
Sunday	__ to __	__ to __	__ to __
Holidays	__ to __	__ to __	__ to __

Delivery Radius (based on flat rate): _____

Zip Codes Covered: _____

Building Size: _____ sq. ft.

Storage Area Available: Yes No _____ sq. ft.

Dock Space: _____ sq. ft.

Forklifts: Yes No

of Dock Doors:

Pallet Jacks: Yes No

Type of Security System:

Caged Security Area: Yes No



Equipment

	<u>Company Owned</u>	<u>#</u>	<u>Owner Operators</u>	<u>#</u>	<u>Lift Gates</u>
Vans	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
Step Vans	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
Box Trucks	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
Straight Trucks	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
Tractors	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
Trailers	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No

Miscellaneous

Daily Delivery Capacity	#	Type:	Electronics	<input type="checkbox"/>	Business Eq.	<input type="checkbox"/>
Current Daily Deliveries:	_____		Furniture	<input type="checkbox"/>	Medical Eq.	<input type="checkbox"/>
Average Daily Deliveries (past 6 months):	_____		Appliances	<input type="checkbox"/>	Bedding	<input type="checkbox"/>
Maximum Daily Capacity	_____		Fixtures/Kiosk	<input type="checkbox"/>	Other	<input type="checkbox"/>
Are you part of a Consolidation?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, list consolidation: _____				
Do you invoice by Computer?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Computer Type: _____ System: _____				

Product Installation Profile:

The profile below will determine the products that Service Provider will be able to install at NVC's request.

Can you Install this item?

- A/C
- Built in Microwave Oven
- Built In Electrical Wall Oven
- Dishwasher
- Double oven
- Electric Cooktop
- Electric Dryer
- Electric Range
- Gas Dryer
- Gas Range
- Microwave Oven
- Microwave Oven Drawer
- Oven
- Propane Dryer
- Range Hood
- Refrigerator
- Washer Dryer Combo
- Washing Machine
- Wine Cellar
- Other



Business References

1. Name: _____
Address: _____
Phone: _____ Fax#: _____
Contact: _____
2. Name: _____
Address: _____
Phone: _____ Fax#: _____
Contact: _____

Trade References

1. Company Name: _____
Address: _____
Phone: _____ Fax#: _____
Contact: _____
2. Company Name: _____
Address: _____
Phone: _____ Fax#: _____
Contact: _____

I am an authorized representative of above company and represent the above information is true and accurate.

Signature

Title

Print Name

Date



Insurance Coverage and Requirements

A. Service Provider shall maintain at all times and at its own expense during the term of this Agreement, and any renewal, insurance policies of the types and in the minimum amounts listed below.

- | | |
|--|--|
| 1. Worker's Compensation | Statutory |
| 2. Employers Liability | \$500,000 each incident |
| 3. Disability Benefits | Statutory |
| 4. Comprehensive General Liability
Including premises, bodily injury & property damage, operations, independent contractors, and blanket broad form contractual liability | \$1,000,000 each occurrence, combined single limit |
| 5. Employee Dishonesty or Fidelity Bond | \$100,000 |

This policy must include coverage for the liability assumed by the Service Provider under the indemnity provisions of this Agreement. Employee Dishonesty or Fidelity Bond coverage shall only be required where such coverage is excluded from Service Provider's cargo insurance coverage.

- | | |
|-------------------------|---|
| 6. Automobile Liability | \$1,000,000 each accident, combined single limit
Bodily injury and property damage |
|-------------------------|---|

will This policy must cover all owned, non-owned and hired vehicles of the Service Provider. Coverage also comply with all applicable automobile statutes and no fault laws.

- | | |
|--------------------|---|
| 7. Cargo Insurance | \$ 100,000 each occurrence, must include a provision that includes electronics products |
|--------------------|---|

B. Insurance will be written by an insurance company or companies of financial responsibility, rated B+ or better by A.M. Best or equivalent, and meet the requirements of all statutes and regulatory bodies having jurisdiction over Service Provider; policies to act as and respond to any loss covered on a primary basis. Service Provider shall notify NVC of any policy exclusions pertaining to them, their agents and/or partners.

C. Service Provider will provide NVC with properly executed Certificates of Insurance for itself within 15 days of the date of this Agreement, and Certificate must show:

1. Insurer(s) affording coverage acceptable to NVC;
2. Effective and expiration dates of policies;
3. That NVC will be given thirty (30) days notice of any cancellation, non-renewal, or material changes in any coverage;
4. That a contractual liability endorsement has been included in the comprehensive general liability policy;
5. Any deductible and/or self-insured retention;
6. Any exclusion to policies which are not part of the standard form;
7. NVC as an additional insured and/or loss payee as its interest may appear.
8. Coverage for all indemnity obligations of Provider as are set forth in the Agreement.
9. A BMC-32 amendment to the cargo policy in the form required by C.F.R. §387.313.



10. That NVC shall not be obligated to pay premiums for Provider insurance.

D. Insurance certificates must be faxed or mailed directly from Insurance Provider to:

NVC Logistics Group
One Pond Road
Rockleigh, NJ 07647
Fax: 201.750.8759
Attn: General Counsel

E. NVC will be given 30 days notice of any cancellation, non-renewal, or material changes in any coverage. The limits, conditions, and terms of insurance outlined in this Schedule B shall not limit, restrict, or otherwise reduce the liability of the Service Provider. NVC's failure to object to any lack or deficiencies of coverage, shall not bar any claim by NVC for indemnity, or waive Service Provider's obligation to secure any coverage. If Service Provider maintains any level of self-insurance, it must provide NVC, upon its request, evidence of such, including Authorization to be a Self-Insurer from the FMCSA or other applicable governing agency.

II. Approval

Service Provider

NVC LOGISTICS GROUP, INC.

By: _____

By: _____

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____

