

USEXPRESS, INC
7031 Middlebrook Pike
Knoxville, TN 37909
(800) 695-3636 ~ Fax: (865) 588-3940

NON-CIRCUMVENTION & NON-DISCLOSURE AGREEMENT

This Agreement made and entered as of this ____ day of _____ 200____, by and between _____ located at _____, _____, _____ (hereafter known as Client), and USExpress, Inc., with offices located at 7031 Middlebrook Pike, Knoxville, TN 37909.

WHEREAS, both parties mutually desire to enter into various business dealing and transactions in cooperation with one another and for their mutual benefit: and,

WHEREAS, each party understands that a party hereto will not in any manner attempt to contact or contract with, or otherwise enter into any transaction of any kind or whatsoever with a third party introduced by a party to this Agreement; and

WHEREAS, each party understands that a party hereto will not disclose or distribute any information to any third party for any reason whatsoever with respect or pertaining to the various business transactions between the parties.

WHEREAS, it is agreed that neither of the parties shall attempt to bypass or circumvent the other with respect to the business dealings being introduced in connection with this or any other agreements signed between them.

NOW, THEREFORE, in consideration of their mutual premises, agreements and understanding parties hereto agree as follows:

1. **Privileged and Proprietary Information.** For the purpose of this Agreement, each party separately and individually hereby agree that all information introduced, disclosed or otherwise provided by one party to the other, whether oral or in writing, with respect to any contracts, transactions, or other transactions or entities shall be of a proprietary nature and privileged information of the providing party (hereafter referred to as "Privileged Information").
2. **Compensation.** Each party agrees that where the other has been a provider of privileged information, information of a proprietary nature, or services therein; that information shall have value. That value shall be determined and consistent from existing or previous consulting agreements consummated between them.
3. **Term.** This Agreement shall be for a term of five years from the date first set forth above or for a term of five years from the date from the most recent financing of a project, whichever is greater.

4. **Confidentiality.** The parties hereby agree to keep completely confidential the names, transactions, documents, procedures, telephone numbers, addresses, telex numbers and any other information obtained in connection with any transaction affected by the Agreement from any bank, lending institutions, borrowers, buyers or sellers or other third parties introduced by any of the parties herein named. Such names, transactions, procedures and other information shall at all times remain strictly confidential during the applicable transaction(s) and the duration of this Agreement and shall include any and all other pertinent information. Such information shall be considered the property of the introducing party and each party hereby agrees not to distribute, disseminate, dispense or otherwise pass along this information to any third parties without the express written consent of the introducing party.
5. **Non-circumvention.** It is agreed that the signatories shall work together in a harmonious and mutually beneficial manner and neither party shall attempt to bypass or circumvent the other, in dealings, which may involve third parties, agents, or associates of the parties hereto. The signatories further agree that no effort shall be made to circumvent this Agreement, or the agreed terms thereof in an effort to avoid or reduce fees, costs, expenses, commissions, or royalties due a party, or in some way derive financial benefit.
6. **Reciprocal Agreement.** It is understood that this Agreement is reciprocal in nature between the parties.
7. **Entire Understanding.** This Agreement set forth the entire understanding between the parties and constitutes the full and complete Agreement that is in force. Any other prior Agreement or understanding, are hereby rescinded and unenforceable.
8. **Applicable Law.** The Agreement shall be governed by and under the laws of the state of Tennessee.

IN WITNESS WHEREOF, the parties hereby agree to the terms set as forth above, as evidenced by their signature below, and further confirm that each is in receipt of a fully executed copy of this Agreement.

BY OUR SIGNATURES we confirm we have full authority to execute this agreement and obligate all companies, firms, corporation, partnerships, organizations individuals and/or referenced herein.

Wally Anderson
USExpress, Inc.
