



Phone: +1-630-616-5555

Web: www.anchorexpressinc.com

ADD: 630 Supreme Dr. Bensenville, IL 60106

NON-COMPETE, NON-SOLICITATION AND CONFIDENTIALITY AGREEMENT

THIS NON-COMPETE, NON-SOLICITATION AND CONFIDENTIALITY AGREEMENT (this "Agreement") is made and entered into this ____ day of _____, 202_, by and between Anchor Express, Inc., an Illinois Corporation (the "Corporation") and _____ (the "Independent Contractor").

RECITALS

WHEREAS, Corporation is a fully integrated freight transportation and warehouse operation (the "Business") with their principal place of business located at 630 Supreme Drive, Bensenville, Illinois 60106 (the "Business Premises").

WHEREAS, Corporation has hired Independent Contractor to facilitate the services offered by the Business.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Independent Contractor and Corporation hereby agree as follows:

- 1. Incorporation of Recitals.** The foregoing Recitals are incorporated herein and made a part of this Agreement.
- 2. Non-Compete.** Independent Contractor hereby agrees that Independent Contractor is being duly compensated for its work by Corporation and that Independent Contractor shall refrain from competing directly or indirectly with Corporation, whether as an owner, manager, officer, director, shareholder, partner, employee, independent contractor or consultant of any entity whose business is substantially similar to Corporation's for a period of time not to exceed eighteen (18) months from the date that Independent Contractor ceases to be a contractor for Corporation (the "Non-Compete Period") and within fifty (50) miles of the Business Premises. Furthermore, Independent Contractor shall not be employed by or contract with any client of Corporation that was a client during the time that Independent Contractor was a contractor for Corporation during the Non-Compete Period.
- 3. Non-Solicitation.** Except with the express written consent of Corporation, Independent Contractor agrees that for a period of time not to exceed eighteen (18) months from the date that Independent Contractor ceases to be a contractor for Corporation (the "Non-Solicitation Period"), Independent Contractor shall not directly or indirectly solicit or induce for employment any officer, director, or Independent Contractor of Corporation or any of its respective affiliates. Independent Contractor also agrees that Independent Contractor shall not solicit the business of any client of Corporation that was a client during the time that Independent Contractor was a contractor for Corporation during the Non-Solicitation Period.
- 4. Confidentiality.** Independent Contractor acknowledges that Corporation may disclose or deliver to Independent Contractor certain documents, components, parts, information, drawings, data, sketches, plans, programs, specifications, techniques, processes, software, inventions and other materials, both written and oral, of a secret, confidential or proprietary nature, including without limitation any and all information relating to trade secrets, customer information, marketing, finance, forecasts, invention, research, design or development of information systems and any supportive or incidental subsystems, and any and all subject matter claimed in or disclosed by any patent application prepared or filed by or behalf of Corporation (collectively the "Proprietary Information").



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Independent Contractor agrees that Independent Contractor shall not disclose to any third party any Proprietary Information which is disclosed to Independent Contractor during the time Independent Contractor was a contractor for Corporation. Independent Contractor and Corporation acknowledge and agree that Confidential Information shall not include information that is publicly available, disclosed to Independent Contractor from a source other than Corporation and such source was not obligated to keep the information confidential or was rightfully in Independent Contractor's possession prior to the disclosure by Corporation. All Proprietary Information shall at all times remain the sole property of Corporation. Independent Contractor shall, upon the request from Corporation, return all Proprietary Information or any other tangible materials disclosed to Independent Contractor.

5. **Covenants.** Independent Contractor has carefully read and considered the provisions of this Agreement and hereby acknowledges and agrees that the covenants and restrictions set forth in this Agreement are fair and reasonable and are reasonably required for the protection of the interests of Corporation. Independent Contractor represents that compliance with the aforementioned covenants will not cause it any undue hardship, and Independent Contractor further covenants that he/she will not in any way challenge the reasonableness or the enforceability of this Agreement or any covenant or restriction contained herein.

6. **Remedies.** Independent Contractor acknowledges that the restrictions on Independent Contractor's activities under Paragraphs 2, 3 and 4 hereof are necessary for the reasonable protection of Corporation and constitute a material inducement of Corporation to contract with Independent Contractor. Independent Contractor further acknowledges and agrees that a breach of any of the obligations and agreements herein contained will result in irreparable harm and continuing damage to Corporation for which there will be no adequate remedy at law and further agrees that in the event of any breach of said obligations and agreements, Corporation and its successors and assigns will be entitled to injunctive relief and to such other relief as is proper under the circumstances.

7. **Severability.** In the event that any of the covenants of this Agreement shall be held to be invalid or unenforceable, the remaining provisions shall nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included herein, and the invalidity or unenforceability of one or more of the covenants contained herein shall not preclude Corporation from enforcing the remaining covenants to the fullest extent permitted by law. In the event that a court or other tribunal of competent jurisdiction determines that any provision of this Agreement is unreasonable, the time period, geographical or line of business restrictions deemed reasonable and enforceable by the court shall become and thereafter be the maximum time period, geographical or line of business restrictions.

8. **Amendment.** This Agreement may be amended, modified, superseded or canceled by mutual written agreement of the parties and any of the covenants, terms or conditions hereof may be waived, only by an instrument in writing signed by each of the parties hereto or, in the case of a waiver, by or on behalf of the party waiving compliance.

9. **Entire Agreement.** This Agreement, as may be amended, constitutes the entire agreement between the parties with respect to the subject matter hereof. Captions appearing in this Agreement are for convenience only and shall not be deemed to explain, limit or amplify the provisions hereof. The language in all parts of this Agreement shall in all cases be construed simply, according to its fair meaning, and not strictly for or against any of the parties hereto. Without limitation, there shall be no presumption against any party on the ground that such party was responsible for drafting this Agreement or any part thereof.



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10. **Governing Law.** This Agreement shall be construed under, and governed by, the laws of the State of Illinois, and in the event that litigation shall arise out of this Agreement, both Independent Contractor and Corporation agree to litigate in courts located within the County of DuPage, in the State of Illinois.

11. **Binding Effect.** This Agreement and the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of this date:

CORPORATION:

By: _____

Its: _____

INDEPENDENT CONTRACTOR:
