



Confidentiality Agreement

This agreement is made as of the _____ between **International Transport Logistics, Inc. (ITL)**,
of which is located at _____ ("Employer"), and
_____ ("Employee").

The following facts constitute the background for this Agreement:

Employee is employed by Employer and in that capacity has access to confidential information concerning Employer and its customers, which information includes, without limitation, information concerning customers, consignees, volumes, frequency of shipping, types of freight, freight charges and destinations as well as general information concerning Employer's and its customers' know-how, trade secrets, customer lists and other confidential information, data and analysis, (collectively called "Proprietary Information").

NOW, THEREFORE, in consideration of the continued employment by Employer of Employee, Employee hereby agrees as follows:

1. **Confidentiality.** Employee agrees that while employed by Employer and for a period of one year thereafter, Employee will keep confidential all Proprietary Information and not at any time, without the prior written consent of Employer, disclose or make known, or allow to be disclosed or made known, any such Proprietary Information to any person, company, firm or other business entity other than the Employer and other employees of Employer.
2. **Remedy.** Any violation of this Agreement shall constitute grounds for immediate termination of Employee's employment by Employer. In addition, Employee agrees that Employee shall be liable to Employer for any and all damages caused by a breach of this Agreement including, without limitation, compensatory, consequential and, where applicable, punitive damages.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

International Transport Logistics, Inc.

By: _____

Its _____

[Signature]

[Print Name] - Employee