

Non-Disclosure - Non-Compete - No Chargebacks of any Debit, Credit Cards, PayPal and/or any other Payment Services Agreement.

THIS Non-Disclosure-Non-Compete Agreement and/or No Charge Backs of any Debit and/or Credit Card and/or PayPal Agreement (this "Agreement") is made effective as of the date set forth on _____ **date** _____ **month** 2022 with FREIGHT BROKER AGENT SCHOOL LLC, also known as the Freight Broker Agent Course, known as the ("the Company") within the Agreement, Incorporated in State of Georgia and (the **Recipient's/Student's Full Name**),* _____ located at this **Address:** *** _____.

WHEREAS, the company desires to provide to the Recipient's certain confidential Information and/or materials belonging to the Company, consisting of, without limitation, PDF's, manual, software, data, specifications, and Information relating to the Company's Freight Broker Agent Training School Course and /or Program, including verbal, visual, manual, software, and data Information and,

WHEREAS, in order to facilitate the Recipient's/Student's training provided by the Freight Broker Agent School L.L.C. and/or "the Company" requires that all such items be protected from unauthorized use and disclosure. The Recipient's may not in any shape or form disclose and/or share any information to their employees or independent agents bought to represent the Recipient's/Student's Company or Individual. **Person signing this agreement is not in any shape or form associated with any Freight Broker and/or Agent School, Educator(s) or Training Facility concerning Brokerage, Transportation Licensing or Logistics Company School.** The Recipient's/Student's will not disclose and/or share any information that is given whether written or spoken, and/or start any training and/or brokerage school, freight broker, broker agent, authority licensing company, and/or a transportation training program, and/or school in any shape or form for a period of 10 years of this said Agreement.

NOW, THEREFORE in consideration of the foregoing, of the mutual promises hereinafter set forth and of other goods and valuables consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending legally to be bound, hereby agrees as follows:

1. Recipient's/Student's agrees to treat as confidential all technical, business, financial and other confidential or proprietary information of the Company, which is disclosed to the Recipient's/Student's, whether in written, oral, electronic, PDF and or any other tangible or intangible form, formulas, know-how, plans, data, documentation, reports, inventions, ideas, concepts, and other Information (all of the foregoing information hereinafter collectively referred to as the "Information"). The term "Information" shall include all confidential information of the Company, whether disclosed to the Recipient's before, on or after the date hereof. Notwithstanding the foregoing, the term "Information" shall not include information that the Recipient's/Student's, can demonstrate (a) was known to it prior to its receipt of such information from the Company (b) became generally publicly known other than by the Recipient's direct or indirect act; (c) was independently developed by the Recipient's/Student's without use or access to the Information. Recipient's/Student's is allowed to use the forms "only" within PDF's, training materials, and/or manual supplied.
2. Recipient's/Student's shall, with respect to all Information, (a) restrict disclose of or access to such Information to those of its employees, friends, relatives and/or any independents contractors hired or representing Recipient's/Student's with a need to know such Information who are under duties of confidentiality and nondisclosure and non-compete at least stringent as the ones set forth therein, and not disclose or allow access to such Information to any employee and/or independent agent; (b) not use such Information in any way that is detrimental or contrary to the interests of the Company; (c) not use such Information for its own or any other person's benefit or for any purpose other than in connection with its evaluation of the Company's products; (d) use at least the same, if not more of a degree of care in protecting the confidential Information; (e) not decompile, disassemble, or reverse engineer any part in any form the manual, software, information or computer code or portion thereof disclosed hereunder, or attempt to do so; and (f) not remove, change or deface any proprietary markings In or on nay part of the Information. The foregoing duties if Recipient's/Student's will survive the termination of this Agreement.
3. Recipient's/Student's shall, upon the request of the Company, to return any and/or all of the Information to the Company and, at the direction of the Company, return or destroy all copies of such Information (and all PDF's, manuals, copies, software, backups, analyses, reports and other Information derived from such Information), in paper, electronic or other form, then in Recipient's/Student's possession or control and will make any and all efforts to retrieve any of the above from anyone who may have the Information.
4. Nothing contained in this Agreement shall be construed as granting and/or conferring any right by license or otherwise to the Recipient's in any Information disclosed by the Company to Recipient's/Student's.
5. Whereas, if the Recipient's/Student's discloses and/or uses in any shape of form the information stated in this Agreement, Recipient's/Student's agrees to pay damages of no less than \$250,000 (two hundred-fifty thousand dollars) in damages and/or more if the Legal Courts and/or Judge does so order. *** _____ **INITAIL HERE.**
6. Recipient's/Student's shall not share and/or export any of the Information and/or make it available to any non-U.S. person without prior written consent of the Company in any shape or form.
7. You understand and acknowledge that if DOT and/or Federal and/or State request any copy of photo(s) and/or any written forms or documents, we will comply with the laws and regulations required. You give full permission to publish your photo and/or video of yourself in many media and/or advertising, paper, forum, or in any internet form. You agree that if you decide to be a full Freight Broker that you are responsible for learning and understanding the laws and regulations, that our training course does not in any shape or form teach the laws and regulations of opening a brokerage firm. You understand and agree legally that "the Company" is not in any shape or form an attorney and has not and/or does not claim to be an attorney.
8. Recipient's/Student's gives any representative of the Company permission to fax, email, publish or mail recipient's information to any brokerage firm for the possible of employment as an independent contractor as a freight broker agent.

9. This Agreement shall be governed and construed in accordance with the laws of the State of Georgia without giving effect to its conflicts of law rules and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Recipient's/Student's agrees and understands that the Company has hereby exclusive jurisdiction and venue of the state and federal courts located in and serving Gilmer County Georgia and waives any claim if inconvenient forum. Recipient's/Student's agrees and understands that any and/or all disputed services will be only settled in small claims court – no civil courts.
10. No failure or delay by the Company in exercising any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right or power. The provisions of this Agreement shall be deemed severable, and the invalidity or enforceability of the other provisions hereof. In the event any provision of this Agreement shall be declared by a court of competent jurisdiction to be unreasonable or unenforceable, such restrictions shall be deemed to become and thereafter be the maximum restrictions which the court deems reasonable and enforceable.
11. Recipient's/Student's understands and agrees to the following which is our disclaimer located on our website at: <http://www.freightbrokeragentschool.com> on the bottom each webpage as follows: Once our training materials are either, email via PDF or a Manual is shipped with tracking number (which is Copyrighted) and/or Hand Delivered, there are No Refunds to said Recipient's/Student in any shape or form. "ALL SALES ARE FINAL. NO REFUNDS ARE GIVEN IN ANY SHAPE AND/OR FORM" and "NO CHARGE BACKS USING EITHER A CREDIT OR DEBIT CARD AND/OR ANY PAYPAL SERVICES IN AND SHAPE OR FORM". ALL PURCHASES/SALES ARE FINAL. PayPal has been advised of this disclaimer.
12. Recipient's/Student's acknowledge that the breach or threatened breach of this Agreement may result in irreparable injury to the Company and that in addition to its other remedies, the Company shall be entitled to injunction relief to restrain any threatened or continued breach of this Agreement by Recipient's/Student's. Recipient's/Student's hereby waives any requirement for the posting of a bond or other security in connection with the granting to the Company of such injunctive relief.
13. Each party represents to the other that this Agreement has been duly executed by it or it's duly authorized officers and/or agents and constitutes a valid, binding and enforceable obligation of such party.
14. As used herein, the Company shall include any corporations, company or other business entity which is at any time the parent, subsidiary or an affiliate or, the Company.
15. In consideration of and as an inducement for the disclosure and non-compete of the Information hereunder, Recipient's/Student's agrees, for a period of 10 (ten) years following the date hereof, that neither it, nor its parent companies, subsidiaries, associates, relatives and/or other affiliates, if any, will develop, create, obtain, manufacture, market, license or sell, whether for incorporation into or bundling with other companies, computer or for use as a stand-alone item, any manual, software or product which is competitive with the manual, software and products of the Company.
16. Recipient's/Student's has been informed that the Freight Broker Agent School LLC the company's "TRAINING MATERIAL and/or MANUAL" is copyrighted, but they may only manipulate and/or use any forms, if they decide to become a fully licensed Freight Broker, but "only the forms" may be used.
17. Recipient's/Student's gives any representative of Freight Broker Agent School LLC permission to fax, email, publish and/or mail recipient's information to any brokerage firm for the possibility of employment as an independent contractor, as a freight broker agent. To use any photos, videos and/or written/verbal statements and/or referrals on the Company/Companies websites by Recipient's/Student's, who has attended the course and/or the class at the Freight Broker Agent School LLC.
18. Recipient's/Student's understands and agrees that whether any in person and/or online electronic signature, date, and initials, using any fax, online signature service, or in person
19. Recipient's/Student's understands and agrees that this is a beginner's course and/or class and does not in any shape or form hold the Company and /or the instructor liable for how the Recipient's/Student's runs their daily business as an agent or a freight broker. Recipient's/Student's take full responsibility to learn the laws and regulation of becoming a freight broker or an agent in the transportation industry.

IN WITNESS WHEREOF, the party hereto have executed this Agreement as of the date set forth below. The Recipient's/Student's acknowledges and agrees whether using an "Electronic Signature" or "Hand Written Signature" that by either signature this Agreement and/or Recipient's/Student's by Names(s), Initials(s), and Date(s) is Legal and Binding Agreement and can be used against them legally and fully in any state within the United States of America, and agrees legally that "All Sales and/or Payments Are final", that there are "No Refunds or Chargebacks " in any shape or form, whether using a Credit Card, Debit Card, PayPal and/or any other form of payment service(s).

Recipient/Student Online Signature Agreement:

Name: _____ **Birthday:** _____

Address: _____

City: _____ **St:** _____ **Zip:** _____

Email: _____ **PH:** _____

Signature Approval: _____ **Date:** _____