

NON-DISCLOSURE AGREEMENT

This Agreement is made and entered into by and between _____ having its principal place of business at _____ (hereinafter referred to as "_____") and Manna Freight Systems, Inc., a Minnesota corporation, having its principal place of business at 2440 Enterprise Drive, Mendota Heights, Minnesota 55121 (hereinafter referred to as "Manna").

WHEREAS, the parties are willing to enter into a specific Confidentiality Agreement with each other.

NOW, THEREFORE, in consideration of the mutual promises contained herein and a continuation of the business relationship, the parties hereto agree as follows:

As used herein, "Confidential and Proprietary Information" shall mean any information and data (including but not limited to new service offerings and Manna's technical operating, cost, know-how, business and process information, pricing, volumes, invoices, pick-up or destination points, customers, promotions, operations or business relationships, computer programming techniques, all customer information and all record bearing media disclosing such information and techniques) which is disclosed or transmitted by one party to the other and is identified in writing by such party as being confidential or proprietary to it.

Each party shall treat all Confidential or Proprietary Information in confidence and shall protect the same with the same degree of care as that which it protects its own Confidential or Proprietary Information. In the absence of the other party's prior consent, neither party shall either disclose Confidential or Proprietary Information to any person except authorized representatives of the other party or itself. Both parties may disclose confidential or Proprietary Information to its employees, employees of affiliates, subsidiaries, parent entities, or subsidiaries of parent entities and contract programmers on a need-to-know basis for the purpose of evaluation. However, the disclosing party shall be solely responsible for any disclosure by such employees, employees of affiliates, subsidiaries, parent entities or subsidiaries of parent entities and contract programmers. Each party agrees that Confidential Information disclosed to it hereunder shall be retained in confidence and shall not be used for its own purposes or those of others or disclosed directly or indirectly to others.

Notwithstanding any provisions in this Agreement to the contrary, none of the provisions hereof shall apply to any Confidential Information which (i) is or becomes generally available to the public other than as the result of a disclosure by one of the parties or its agents, representatives or employees; or (ii) becomes available to one of the parties on a non-confidential basis from a source which is entitled to disclose it; or (iii) is independently developed by an employee or consultant of the parties; or (iv) was known prior to the date of its disclosure.

In the event that a party or anyone to whom a party transmits the Confidential and Proprietary Information pursuant to this Agreement becomes legally compelled to disclose any of

the Confidential and Proprietary Information, that party will provide the other party with prompt notice so they may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. Each party represents and warrants that it has the legal right to disclose to the other party any information regarding additional disclosure of data pursuant to this Agreement or any written extensions thereof.

Without altering the parties' responsibility for performance under this Agreement, each agrees to make its obligations under this Agreement known to its employees, agents and contract employees which deal with the confidential information.

The laws of the State of Minnesota shall govern the construction and interpretation of this Agreement. The parties agree that any suit which may arise concerning this Agreement or the obligations hereunder shall be filed in state or federal court in the City of Minneapolis, State of Minnesota. Each party waives any and all objections it may have to such venue for reasons of personal or subject matter, jurisdiction and forum non conveniens.

WHEREFORE, the parties have executed this Agreement on the date stated below.

Co. Name: _____

Manna Freight Systems, Inc.

By: _____

By:



Name: _____

Name: Russell Marlowe

Title _____

Title: Director of Operations

Date: _____

Date: