
AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into on and as of date it is accepted by Manna Freight Systems, Inc. as recited below as the Date of Acceptance (the "Effective Date") by and between Manna Freight Systems, Inc. having principal offices at 2440 Enterprise Drive, Mendota Heights, Minnesota 55120 (hereinafter referred to as "Manna") and the undersigned entity identified as below as the Service Provider (hereinafter referred to as the "Service Provider").

WHEREAS, This Agreement states the understandings and agreements between Manna and Service Provider for the provision of high-quality, in-home delivery, fulfillment, warehousing, pickup and assembly services.

NOW THEREFORE, in consideration of mutual promises and other good and valuable consideration, the parties agree to the following terms and conditions:

In witness whereof and with the intent to be legally bound by the foregoing Agreement, I, the undersigned, acknowledge that I have read the following Agreement and fully understand all of its provisions; that I have had the opportunity to obtain legal counsel of my own choice prior to signing this Agreement; and that I have the authority to sign as or on behalf of the Service Provider as recited below.

Effective Date:

Company:
Address:
City, ST, Zip:

Manna Freight Systems, Inc.
d/b/a Manna Distribution Services
2440 Enterprise Drive
Mendota Heights, MN 55120



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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.