



400 BROADWAY, Unit #934
TROY, NY 12181
Phone (518)953-0101, Fax (877)408-8025
support@thelogistixsavant.com
www.thelogistixsavant.com

*****NON-COMPETE AGREEMENT*****

This Non-Compete Agreement (this "Agreement") is made effective as of _____ (Date), by and Between The Logistix Savant, LLC, and _____ (The Carrier). To protect all Intellectual Property and Business Ideas presented in discussions of potential joint venture endeavors (including dedicated lanes).

1. **NON-COMPETE COVENANT.** For a period of 2 years after the effective date of this Agreement, The Carrier will not directly or indirectly engage in any business that competes with The Logistix Savant, LLC. This covenant shall apply to the geographical area that includes anywhere in the United States. Directly or indirectly engaging in any competitive business includes, but is not limited to: (i) engaging in a business as owner, partner, or agent, (ii) becoming an employee of any third party that is engaged in such business, (iii) becoming interested directly or indirectly in any such business, or (iv) soliciting any customer of The Logistix Savant, LLC for the benefit of a third party that is engaged in such business. The Carrier agrees that this non-competes agreement will not adversely affect The Carriers livelihood.
2. **NON-SOLICITATION COVENANT.** For a period of two years after the effective date of this Agreement, The Carrier will not directly or indirectly solicit business from, or attempt to sell, license or provide the same or similar products or services as are now provided to, any customer or client of The Logistix Savant, LLC, nor shall The Carrier use The Logistix Savant, LLC's existing client's demographic and confidential information to solicit and provide quotes and/or transfer business to any competing entity. Further, for a period of two years after the effective date of this Agreement, The Carrier will not directly or indirectly solicit, induce or attempt to induce any employee of The Logistix Savant, LLC to terminate his or her employment with The Logistix Savant, LLC.
3. **CONFIDENTIALITY.** The Carrier will not at any time or in any manner, either directly or indirectly, use for the personal benefit of The Carrier or divulge, disclose, or communicate in any manner any information that is proprietary to The Logistix Savant, LLC. The nature of the information and the manner of disclosure are such that a reasonable person would understand it to be

confidential. The Carrier will protect such information and treat it as strictly confidential. The obligation of The Carrier not to disclose confidential information shall continue for a period of twenty-five years after the effective date of this Agreement.

4. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties regarding the subject matter of this Agreement, and there are no other promises or conditions in any other agreement whether oral or written.
5. SEVERABILITY. The parties have attempted to limit the non-compete provision so that it applies only to the extent necessary to protect legitimate business and property interests. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
6. INJUNCTION. It is agreed that if The Carrier violates the terms of this Agreement irreparable harm will occur, and money damages will be insufficient to compensate The Logistix Savant, LLC. Therefore, The Logistix Savant, LLC will be entitled to seek injunctive relief (i.e., a court order that requires The Carrier to comply with this Agreement) to enforce the terms of this Agreement. The prevailing party shall have the right to collect from the other party its reasonable costs and necessary disbursements and attorneys' fees incurred in enforcing this Agreement.
7. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of New York.
8. CONFLICT RESOLUTION. In the event of a dispute between the parties, the parties hereby agree to use the New York Superior Court as the venue. The parties hereby also agree that the prevailing party shall be entitled to reasonable attorney fees and costs incurred as a result of the dispute.
9. SIGNATORIES. This Agreement shall be signed by The Carrier and by Essence Cherry, CEO, on behalf of The Logistix Savant, LLC. This Agreement is effective as of the date first above written.

Signature: _____ Date: _____

Print Name: THE LOGISTIX SAVANT, LLC by Essence Cherry

Carriers Signature: _____ Date: _____

Print Name: _____