

MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT
TKK LOGISTICS AND TRUCKING

This Mutual Confidentiality and Non-Disclosure Agreement (this "Agreement") made as of the _____ between TKK LOGISTICS AND TRUCKING, Houston Texas and _____.

WHEREAS, the parties to this Agreement (each a "Party" and collectively, the "Parties") have entered into discussions regarding a possible transaction or series of transactions between them relating to medical supplies, brokers and other business opportunities (the "Transaction"), and in connection with such discussions, each Party has furnished or may furnish to the other Party and/or its Affiliates (as hereinafter defined) and their respective Representatives (as hereinafter defined) information regarding their services.

WHEREAS, the Parties recognize the importance of preserving the confidential and proprietary nature of such information; and will not use information gained by doing business with TKK LOGISTICS AND TRUCKING to circumvent, sell information to other companies or to become a future competitor selling medical supplies.

WHEREAS, as a condition to the Parties hereto proceeding with those discussions an furnishing of information, each of the Parties requires that this Agreement be entered into;

NOW THEREFORE, in consideration of the premises and other valuable consideration, receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Definitions. The following terms, as used herein, shall have the following meanings:

(a) "Affiliate" means a Person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the Person specified of a Party.

(b) "Disclosing Party" means a Party and/or its Affiliates and their respective Representatives that furnishes specified Information to the other Party and/or its Affiliates and Representatives.

(c) "Information" means all information, whether visual, written, electronic or oral, (including any information furnished prior to the execution of this Agreement) related to the products, services, technology, business, customers, working capital, affairs, assets, condition (financial or otherwise) or prospects of a Disclosing Party which is furnished by such Disclosing Party, or otherwise disclosed by such Disclosing Party, to a Receiving Party in connection with the consideration and evaluation of the Transaction.

The term "Information" does not include information (i) which is or becomes generally available to the public other than as a result of a disclosure by the Receiving Party or anyone to whom the Receiving

Party transmits any Information, (ii) which is or becomes known or available to the Receiving Party on a non-confidential basis and not in contravention of applicable law from a source (other than the Disclosing Party) which has represented to the Receiving Party (which the Receiving Party has no reason to disbelieve after due inquiry) that it is entitled to disclose it to the Receiving Party on such basis or (iii) which a Receiving Party can prove (1) was lawfully in its possession at the time of disclosure by the Disclosing Party or (2) was developed by the Receiving Party independently of any Information received from the Disclosing Party and without otherwise violating any of the terms of this Agreement.

(a) "Person" shall mean any natural person; corporation, firm, body corporate, joint venture, general partnership, limited partnership, union, association, or other similar legal business entity; court, agency, government, tribunal, instrumentality, commission, arbitrator, board, bureau, or other entity or authority.

(b) "Receiving Party" means a Party and/or its Affiliates and their respective Representatives that receives or otherwise obtains specified Information from a Disclosing Party.

(c) "Representatives" means all Persons acting on behalf of a specified Party or its Affiliates, including without limitation, its directors, officers, lenders, employees, brokers, agents, representatives, financial advisors, attorneys, accountants, consultants, truckers and other experts.

2. Use of Information; Confidentiality.

(a) Each Receiving Party shall keep all Information it receives or obtains from a Disclosing Party confidential and shall not, without the prior written consent of the Disclosing Party, disclose such Information, in whole or in part, and shall not use such Information, directly or indirectly, for any purpose other than in connection with evaluating the Transaction. The exposure of the Receiving Party to the information or its disclosure shall not be construed in any way to grant to the Receiving Party any right or license with respect to the Information other than the right to use such Information strictly in accordance with this Agreement. Moreover, each Receiving Party shall have the right to disclose that it is evaluating the Transaction and transmit Information to its Representatives only if and to the extent that such representatives need to know the Information for the purpose of evaluating the Transaction and are informed by such Receiving Party of the confidential nature of the Information and agree (in writing) to be bound by the terms of this Agreement. Each Party shall be responsible for any actions by its Affiliates and/or Representatives which are not in accordance with the agreements herein regarding the conduct of its Affiliates and/or Representatives. Visitors shall not take photographs or otherwise record the activities at the other party's facilities.

(b) Promptly following the request of the Disclosing Party, the Receiving Party shall, as directed by the Disclosing Party, (i) destroy (and confirm such destruction in writing to the Disclosing Party) or (ii) return all Information it receives or obtains from a Disclosing Party and all copies thereof, as well as all

other materials containing Information in the Receiving Party's possession (including, without limitation, notes), without retaining any copies or extracts thereof.

(c) Should it be necessary for a Receiving Party, or anyone to whom it transmits Information pursuant to this Agreement, to disclose any of the Information it received from a Disclosing Party in order to comply with applicable law or legal process (including, without limitation, the disclosure requirements of any securities exchange), the Receiving Party will provide the Disclosing Party with prompt written notice of such requirement(s), to the extent permitted by applicable law, so that the Disclosing Party may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement.

In any event, the Receiving Party or such Person to whom it transmits Information pursuant to this Agreement will disclose only that portion of the Information which, in the reasonable opinion of its legal counsel, it is legally required to disclose and will exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to the Information.

(d) Each Party agrees to submit to the other Party all advertising, sales, and promotional materials, press releases and other publicity materials relating to the Transaction wherein the name and/or mark of the other Party is mentioned or containing language from which the connection of said names or marks may be inferred or implied. The Parties further agree not to publish or use such advertising, sales and promotional materials, press releases, or other publicity materials before receiving the prior written approval from the other Party. Such approval shall not be unreasonably withheld or delayed. Without the consent of the other Party, neither Party nor any of its Affiliates or Representatives will disclose to any other Person any information regarding its participation in discussions regarding, and evaluation of, the transaction, including that Information has been made available or the status of the discussions and evaluations, except as required by law and then only with prior written notice as soon as practicable to the other Party.

3. Indemnification. In the event any Representative of a Party is permitted at any time to visit any of the business or project sites of another Party or any of its Affiliates, such visiting Party shall indemnify and save such other Party harmless from and against any and all claims and liabilities, including actual out-of-pocket costs and expenses for loss, injury to or death of any such person, and any loss, damage to or destruction of any property, incurred by such other Party or any of its Affiliates resulting directly or indirectly from the negligence or misconduct of any of such Representatives during any such visit. In no event shall the indemnifying Party be liable for consequential damages.

4. TTK LOGISTICS AND TRUCKING has no legal partners. All brokers, suppliers, shippers, truckers or any leads in the company's network is a property of the company. If a trucking company is no longer contracted by TTK LOGISTICS AND TRUCKING they will no longer have access to the company's brokers, truckers or shippers. The ex-owner operator or ex-employee will not be allowed to contact any of TTK LOGISTICS AND TRUCKING leads independently or through any other company.

5. No Grant of Rights. No license, intellectual property right or other ownership or use right is conveyed solely by this Agreement, except the limited right to use Information described in Sections 1 and 2 of this Agreement.

6. Contact with Employees, Customers, Suppliers, etc. Except in the ordinary course of business, neither Company nor any of its Affiliates or Representatives will initiate or maintain contact with any Person employed by "TTK LOGISTICS AND TRUCKING or its Affiliates or with any brokers or shippers of "TTK LOGISTICS AND TRUCKING" or its Affiliates, regarding the business, prospects, operations or finances.

7. Non-Circumvention. You and your company agree not to do direct or indirect business with TTK LOGISTICS AND TRUCKING shippers or leads.

8. Non-Waiver. No failure or delay by either Party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege hereunder.

9. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Delaware applicable to agreements made and to be performed within such State and all disputes shall be exclusively in state or federal courts situated in the state and county that has subject matter jurisdiction over the matter at hand.

10. Counterparts. This Agreement may be executed in any number of counterparts, no one of which needs to be executed by both Parties, and this Agreement shall be binding upon the Parties with the same force and effect as if each Party had signed the same document, and each such signed counterpart shall constitute an original of this Agreement.

11. Severability. In the event any provision of this Agreement is invalid as applied to any fact or circumstance, it shall be modified by the minimum extent necessary to render it valid, and its invalidity shall not affect the validity of any other provision or the same provision as applied to any other fact or circumstance.

12. Notice. All statements, deliveries and other notices that either Party desires 4 or is required to give to the other Party hereunder shall be given in writing and shall be served in person by express mail, by certified mail or by overnight delivery to the Party

at such Party's address as set forth in the preamble to this Agreement. Delivery shall be deemed conclusively made when actually received by the Party to whom notice is being delivered.

13. Modification. This Agreement shall not be amended, altered or modified except by an instrument in writing expressly referring to this Agreement and signed by the Parties here to.

14. 2nd Repeat in this contract. TKK LOGISTICS AND TRUCKING only has two owners and no legal partners. All buyers, suppliers or any leads in the companies CRM or TMS systems is a property of the company. If a trucker, employee or broker brings in a potential shipper, TKK LOGISTICS AND TRUCKING has the full right to continue to move freight for that company directly without your permission.

15. Term and Termination. This Agreement shall be in effect for a period of three (3) years from the date.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

TKK LOGISTICS AND TRUCKING

By: _____ (name)

Date: _____

By: _____ (signature)

Date: _____

TKK LOGISTICS AND TRUCKING