

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This Non-Disclosure and Confidentiality Agreement (the “Agreement”) is entered into and made effective as of _____, 20____ (the “Effective Date”), by and between:

Orion Transportation, LLC, a limited liability company organized under the laws of the State of Montana, with a principal place of business at 102 Central Avenue, Suite 16201, Sweet Grass, MT 59484 (“**Disclosing Party**” or “**Orion**”); and

_____, a _____ organized under the laws of the State of _____, with a principal place of business at _____ (“**Receiving Party**”).

Orion and the Receiving Party are each referred to herein as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, Orion is engaged in the business of freight brokerage, transportation logistics, dispatch, fleet technology, software and platform development, and related services, including without limitation the development, integration, and operation of carrier portals, driver and shipper portals, agent platforms, electronic logging device (ELD) integrations, satellite-based and terrestrial connectivity solutions, navigation and routing technology, AI-assisted driver tools, load boards, and related logistics infrastructure;

WHEREAS, the Parties wish to explore, evaluate, negotiate, and/or pursue a potential or actual business relationship, transaction, partnership, integration, vendor engagement, customer engagement, investment discussion, employment relationship, contractor engagement, brokerage relationship, carrier relationship, shipper relationship, agent relationship, technology integration, pilot program, or other commercial activity (the “Purpose”); and

WHEREAS, in connection with the Purpose, Orion may disclose to the Receiving Party certain non-public, proprietary, and confidential information, and Orion requires that all such information be held in strict confidence on the terms set forth below.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the disclosure of Confidential Information hereunder, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITION OF CONFIDENTIAL INFORMATION

1.1 “Confidential Information” means any and all non-public, proprietary, sensitive, or confidential information, in any form or medium, whether oral, written, electronic, visual, machine-readable, or otherwise, and whether or not marked, designated, or otherwise identified as “confidential,” that is disclosed by or on behalf of Orion (or its affiliates, officers, members, managers, employees, contractors, agents, advisors, or representatives, collectively, “**Representatives**”) to the Receiving Party or its Representatives, before, on, or after the Effective Date, in connection with the Purpose or otherwise relating to Orion’s business.

1.2 Without limiting the generality of the foregoing, Confidential Information includes, by way of example and not limitation:

- (a) business plans, strategies, forecasts, pricing models, margins, rate sheets, fuel surcharges, accessorial schedules, lane data, load history, brokerage commissions, agent splits, factoring arrangements, and financial information of any kind;

- (b) customer lists, prospect lists, shipper lists, carrier lists, driver lists, agent lists, contact information, account histories, RFP responses, bid data, and the existence or substance of negotiations with any customer, carrier, shipper, agent, vendor, lender, or investor;
- (c) software, source code, object code, algorithms, models, machine-learning weights, prompts, datasets, APIs, schemas, architectures, system designs, dashboards, user interfaces, mockups, wireframes, product roadmaps, and the design and operation of Orion's carrier portal, driver portal, shipper portal, agent portal, admin portal, load board, AI co-pilot, dispatch tools, and any related Orion+ products;
- (d) information regarding ongoing or contemplated discussions, negotiations, integrations, evaluations, pilots, or partnerships with electronic logging device (ELD), telematics, fleet management, or compliance providers (including, without limitation, Motive, Samsara, Geotab, and any similar provider), and any technical specifications, API credentials, integration designs, data flows, or commercial terms relating thereto;
- (e) information regarding ongoing or contemplated discussions, negotiations, integrations, or commercial arrangements with satellite communications, connectivity, or navigation providers (including, without limitation, SpaceX/Starlink, Iridium, Inmarsat, Viasat, and any similar provider), and any signal-routing designs, antenna configurations, hardware specifications, latency or coverage models, terms of service negotiations, or pricing relating to the use of such providers' networks for navigation, tracking, dispatch, or any Orion product or service;
- (f) information regarding ongoing or contemplated discussions, negotiations, or relationships with current or prospective agents, carriers, drivers, shippers, brokers, customers, factoring companies, insurers, banks, lenders, investors, advisors, attorneys, accountants, technology vendors, hardware vendors, marketing vendors, or any other counterparty;
- (g) Broker-Carrier Agreements, Shipper-Broker Agreements, agent agreements, rate confirmations, bills of lading, proofs of delivery, settlement statements, payment terms, factoring assignments, and any other contract, draft, or term sheet involving Orion;
- (h) trade secrets, know-how, methodologies, formulas, processes, techniques, research, development plans, unreleased features, internal tooling, prompts, system instructions, and any AI/ML training or fine-tuning data;
- (i) personnel information, organizational charts, compensation, equity arrangements, hiring plans, contractor relationships, and information about Orion's Representatives;
- (j) insurance policies, claims data, safety scores, FMCSA records, DOT/MC information, audit results, and regulatory filings or correspondence;
- (k) any information of a third party that Orion is obligated to keep confidential, including information of Orion's customers, carriers, shippers, agents, vendors, integration partners, or affiliates; and
- (l) any notes, analyses, compilations, studies, summaries, extracts, or other materials prepared by the Receiving Party or its Representatives that contain, reflect, are derived from, or are based upon, in whole or in part, any of the foregoing (collectively, "Derivative Materials"), which shall be deemed Confidential Information regardless of who prepared them.

1.3 No Marking Required. Information shall be deemed Confidential Information whether or not it is marked, labeled, or otherwise identified as "confidential," "proprietary," or with any similar legend. The absence of any such designation shall not be construed as a waiver of confidentiality.

1.4 Trade Secrets. Confidential Information that constitutes a “trade secret” under applicable federal or state law (including the Defend Trade Secrets Act of 2016, 18 U.S.C. § 1836 et seq., and the Montana Uniform Trade Secrets Act, Mont. Code Ann. § 30-14-401 et seq.) shall be entitled to all protections afforded such information under such laws, in addition to the protections afforded under this Agreement, and shall be protected hereunder for so long as such information remains a trade secret.

2. EXCLUSIONS

Confidential Information does not include information that the Receiving Party can demonstrate, by clear and convincing written evidence:

- (a) was rightfully in the Receiving Party’s possession, free of any obligation of confidentiality, prior to its disclosure by Orion;
- (b) is or becomes generally available to the public through no act or omission of the Receiving Party or its Representatives in breach of this Agreement;
- (c) was rightfully received by the Receiving Party from a third party who, to the Receiving Party’s knowledge after reasonable inquiry, was lawfully in possession of such information and not under any obligation of confidentiality with respect to it; or
- (d) was independently developed by the Receiving Party without any use of, reference to, or reliance upon any Confidential Information and without participation of any individual who had access to Confidential Information.

The burden of establishing the applicability of any exclusion shall rest exclusively with the Receiving Party. A combination of features or information shall not be deemed to fall within the foregoing exclusions merely because individual features are publicly known or in the prior possession of the Receiving Party.

3. OBLIGATIONS OF THE RECEIVING PARTY

3.1 The Receiving Party shall:

- (a) hold all Confidential Information in strict confidence and protect it using at least the same degree of care it uses to protect its own most sensitive confidential information, and in no event less than a commercially reasonable degree of care;
- (b) use Confidential Information solely and exclusively for the Purpose, and for no other purpose whatsoever, including, without limitation, no use for the Receiving Party’s own benefit or the benefit of any third party, no use to compete with Orion, no use to solicit Orion’s customers, carriers, shippers, agents, drivers, or employees, and no use in connection with any artificial-intelligence training, fine-tuning, prompting, retrieval, or model-improvement activity;
- (c) not disclose, publish, transmit, transfer, post, upload, share, display, or otherwise make available any Confidential Information to any person or entity, except as expressly permitted by this Agreement;
- (d) not copy, reproduce, summarize, abstract, paraphrase, translate, reverse engineer, decompile, disassemble, or otherwise attempt to derive any Confidential Information, in whole or in part, except as strictly necessary to accomplish the Purpose;
- (e) not remove, obscure, or alter any proprietary, copyright, trademark, or confidentiality notices contained in or on any Confidential Information;

(f) not file, prosecute, or assist any third party in filing or prosecuting any patent application, trademark, copyright, or other intellectual-property registration based in whole or in part on any Confidential Information; and

(g) promptly notify Orion in writing upon discovering any actual or suspected unauthorized access, use, disclosure, loss, theft, or compromise of Confidential Information, and reasonably cooperate with Orion, at the Receiving Party's sole cost, in investigating and mitigating the same.

3.2 Permitted Disclosure to Representatives. The Receiving Party may disclose Confidential Information only to those of its Representatives who (i) have a strict need to know such information for the Purpose, (ii) have been informed of the confidential nature of the Confidential Information, and (iii) are bound by written obligations of confidentiality and non-use no less protective than those set forth in this Agreement. The Receiving Party shall be fully responsible and liable for any breach of this Agreement by any of its Representatives as if such breach had been committed by the Receiving Party itself.

3.3 No Reverse Engineering. The Receiving Party shall not, and shall not permit any third party to, reverse engineer, decompile, disassemble, scrape, harvest, mine, scan, probe, benchmark, or otherwise attempt to discover or replicate the source code, models, algorithms, data structures, network topologies, signal designs, integration patterns, prompts, system instructions, or trade secrets of Orion or any of Orion's products, portals, integrations, or services.

3.4 No AI/ML Training. The Receiving Party shall not input, upload, paste, transmit, or otherwise disclose any Confidential Information to any third-party large language model, generative AI system, machine-learning training pipeline, vector database, retrieval-augmented generation system, or similar service, nor use any Confidential Information to train, fine-tune, evaluate, prompt, or improve any artificial-intelligence or machine-learning model, except in each case with Orion's prior express written consent.

3.5 Security Standards. The Receiving Party shall maintain commercially reasonable administrative, technical, and physical safeguards to protect Confidential Information, including, at minimum: (a) encryption in transit and at rest; (b) role-based access controls limited to authorized Representatives; (c) secure password and credential management; (d) routine vulnerability and access reviews; and (e) prompt revocation of access upon termination of any Representative's engagement.

4. COMPELLED DISCLOSURE

If the Receiving Party or any of its Representatives is required by subpoena, civil investigative demand, court order, regulatory authority, or other legal process to disclose any Confidential Information, the Receiving Party shall, to the extent legally permitted, (a) provide Orion with prompt prior written notice (and in any event before any disclosure) so that Orion may seek a protective order, confidential treatment, or other appropriate remedy and/or waive compliance with this Agreement; (b) reasonably cooperate, at Orion's expense, with Orion's efforts to obtain such protection; and (c) if disclosure is nevertheless required, disclose only that portion of the Confidential Information that the Receiving Party is legally compelled to disclose, and use commercially reasonable efforts to obtain assurance that confidential treatment will be afforded to the disclosed information.

5. OWNERSHIP; NO LICENSE

5.1 All Confidential Information, and all intellectual property rights therein, are and shall remain the sole and exclusive property of Orion. No license, ownership, or other right, express or implied, in or to any Confidential Information, patent, copyright, trademark, trade secret, or other intellectual property is granted to the Receiving Party under this Agreement, except the limited right to use Confidential Information solely for the Purpose.

5.2 Any improvements, derivatives, modifications, suggestions, or feedback provided by the Receiving Party regarding any Confidential Information or any Orion product, portal, integration, or service (collectively, “Feedback”) shall be deemed Confidential Information of Orion, and the Receiving Party hereby irrevocably assigns to Orion all right, title, and interest in and to such Feedback, including all intellectual property rights therein, and waives any moral rights and similar rights with respect thereto.

6. RETURN OR DESTRUCTION

Upon Orion’s written request at any time, or upon termination or expiration of the Purpose or this Agreement, whichever occurs first, the Receiving Party shall, at Orion’s election, promptly (and in any event within ten (10) calendar days): (a) return to Orion all Confidential Information and all Derivative Materials in its possession or control; or (b) securely destroy (including by secure erasure of electronic copies) all such Confidential Information and Derivative Materials and certify such destruction in writing, signed by an authorized officer of the Receiving Party. Notwithstanding the foregoing, the Receiving Party may retain (i) one (1) archival copy of Confidential Information solely for legal, regulatory, audit, or compliance purposes, and (ii) Confidential Information automatically retained in routine system backups; provided that all such retained information shall remain subject to this Agreement for so long as it is retained, regardless of any other term limitation set forth herein.

7. NO SOLICITATION; NO CIRCUMVENTION

7.1 Non-Solicitation of Personnel. During the term of this Agreement and for a period of twenty-four (24) months following its termination or expiration, the Receiving Party shall not, directly or indirectly, solicit for employment, hire, or engage as a contractor any employee, contractor, agent, or driver of Orion with whom the Receiving Party became acquainted in connection with the Purpose, except pursuant to a general solicitation not specifically targeted at Orion personnel.

7.2 Non-Circumvention. During the term of this Agreement and for a period of twenty-four (24) months following its termination or expiration, the Receiving Party shall not, directly or indirectly, contact, transact with, solicit, divert, or do business with any customer, prospective customer, shipper, carrier, agent, broker, ELD provider, satellite-connectivity provider, navigation provider, integration partner, lender, factor, investor, or other counterparty whose identity, contact information, terms, or interest in Orion was learned by the Receiving Party in connection with the Purpose, in each case for the purpose of bypassing, undermining, or replacing Orion in any actual or contemplated transaction.

8. NO PUBLICITY; NO USE OF NAME

The Receiving Party shall not, without Orion’s prior written consent in each instance: (a) disclose to any third party the existence, status, or content of this Agreement, the Purpose, or any discussions or negotiations between the Parties; (b) use Orion’s name, logos, trademarks, service marks, or trade dress in any press release, marketing material, website, social media, or other public-facing communication; or (c) issue any public announcement regarding the relationship between the Parties.

9. NO REPRESENTATIONS OR WARRANTIES

All Confidential Information is provided “AS IS,” without warranty of any kind. Orion makes no representations or warranties, express or implied, regarding the accuracy, completeness, sufficiency, performance, non-infringement, merchantability, or fitness for a particular purpose of any Confidential Information. The Receiving Party acknowledges that Orion shall have no liability resulting from the Receiving Party’s use of, or reliance on, any Confidential Information, except for any obligations expressly set forth in a fully executed definitive written agreement between the Parties.

10. NO OBLIGATION; INDEPENDENT DEVELOPMENT

10.1 Nothing in this Agreement obligates either Party to enter into any further agreement, transaction, partnership, integration, purchase, or other relationship. Either Party may terminate discussions regarding the Purpose at any time, for any or no reason, without liability.

10.2 Subject to the Receiving Party's obligations under this Agreement (including without limitation Sections 3 and 5), nothing herein shall be construed to prevent Orion from independently developing, acquiring, or marketing products, services, or technologies similar to or competitive with those of the Receiving Party.

11. TERM AND SURVIVAL

11.1 This Agreement shall commence on the Effective Date and continue in full force and effect until terminated by either Party upon thirty (30) days' prior written notice to the other Party; provided, however, that termination shall not relieve the Receiving Party of its obligations with respect to Confidential Information disclosed prior to the effective date of termination.

11.2 The Receiving Party's obligations of confidentiality and non-use under this Agreement shall continue for a period of five (5) years from the date of disclosure of each item of Confidential Information; provided, however, that with respect to Confidential Information that constitutes a trade secret, such obligations shall continue in perpetuity for so long as such information remains a trade secret under applicable law.

11.3 Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10.2, 11, 12, 13, 14, 15, 16, and 17 shall survive any termination or expiration of this Agreement.

12. REMEDIES; INJUNCTIVE RELIEF

The Receiving Party acknowledges and agrees that any breach or threatened breach of this Agreement would cause irreparable harm to Orion for which monetary damages would be inadequate. Accordingly, in addition to any other remedies available at law or in equity, Orion shall be entitled to seek and obtain immediate temporary, preliminary, and permanent injunctive relief, specific performance, and other equitable remedies in any court of competent jurisdiction, without the necessity of posting a bond or other security or proving actual damages. Nothing in this Section shall limit Orion's right to recover monetary damages, including consequential, incidental, indirect, special, or punitive damages, to the fullest extent permitted by applicable law, and the Receiving Party expressly waives any defense or limitation that would otherwise restrict such recovery.

13. INDEMNIFICATION

The Receiving Party shall defend, indemnify, and hold harmless Orion and its Representatives from and against any and all losses, liabilities, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees and expert witness fees) arising out of or relating to (a) any breach or alleged breach of this Agreement by the Receiving Party or its Representatives; (b) any unauthorized use, disclosure, or misappropriation of Confidential Information by the Receiving Party or its Representatives; or (c) the negligence or willful misconduct of the Receiving Party or its Representatives in connection with the Purpose.

14. GOVERNING LAW; VENUE; JURY-TRIAL WAIVER

14.1 This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Montana, without regard to its conflict-of-laws principles.

14.2 Any action, suit, or proceeding arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located in or with jurisdiction over Sweet Grass County, Montana, and each Party hereby irrevocably submits to the personal jurisdiction of such courts and waives any objection to venue or forum non conveniens.

14.3 EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

14.4 In any action or proceeding to enforce or interpret this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees, costs, and expenses, in addition to any other relief to which it may be entitled.

15. WHISTLEBLOWER NOTICE (DTSA)

Pursuant to 18 U.S.C. § 1833(b), the Receiving Party is hereby notified that an individual shall not be held criminally or civilly liable under any federal or state trade-secret law for the disclosure of a trade secret that (a) is made in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

16. GENERAL PROVISIONS

16.1 Entire Agreement. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, with respect thereto.

16.2 Amendment; Waiver. No amendment, modification, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both Parties. No failure or delay by Orion in exercising any right hereunder shall operate as a waiver thereof.

16.3 Severability. If any provision of this Agreement is held invalid or unenforceable, such provision shall be reformed to the extent necessary to render it enforceable while preserving the Parties' original intent, and the remaining provisions shall remain in full force and effect.

16.4 Assignment. The Receiving Party may not assign, delegate, or transfer this Agreement or any rights or obligations hereunder, by operation of law or otherwise, without Orion's prior written consent. Any purported assignment in violation of this Section shall be null and void. Orion may freely assign this Agreement to any affiliate or to any successor by merger, acquisition, or sale of all or substantially all of its assets.

16.5 Notices. All notices required or permitted under this Agreement shall be in writing and delivered by hand, certified mail (return receipt requested), nationally recognized overnight courier, or email (with confirmation of receipt) to the addresses set forth on the signature page or such other address as a Party may designate in writing.

16.6 Independent Contractors. The Parties are independent contractors. Nothing in this Agreement creates any agency, partnership, joint venture, or employment relationship between the Parties.

16.7 Counterparts; Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures delivered by PDF, DocuSign, or other electronic means shall have the same force and effect as original signatures.

16.8 Construction. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the drafter. The headings used herein are for convenience only and shall not affect interpretation.

16.9 Third-Party Beneficiaries. Except for Orion's Representatives expressly identified herein as indemnified parties, this Agreement is not intended to and does not confer any rights or remedies upon any person or entity other than the Parties.

16.10 Cumulative Remedies. All rights and remedies provided in this Agreement are cumulative and are in addition to any other rights or remedies the Parties may have at law or in equity.

17. ACKNOWLEDGMENT

The Receiving Party acknowledges that it has had the opportunity to consult with legal counsel of its own choosing before signing this Agreement, has read and understood every provision herein, and voluntarily and knowingly enters into this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

DISCLOSING PARTY:

ORION TRANSPORTATION, LLC

By: _____

Name: Justin Grant

Title: President

Date: _____

Address: 102 Central Avenue, Ste. 16201 Sweet Grass, MT 59484

Email: justin@OrionTransportation.us

RECEIVING PARTY:

_____ (Print Legal Name of Entity or Individual)

By: _____

Name: _____

Title: _____

Date: _____

Address: _____

Email: _____