

Company and/or its Customers, employees and vendors (including, but not limited to, name, address, date of birth, social security number, and/or any other personally identifiable information), business plans and strategies, procedures, grant proposals, sales and pricing information, cost data, advertising information, as well as information of a confidential or proprietary nature received from customers, suppliers, vendors, joint ventures and other collaborators), and computer programs, software and documents relating to any of the foregoing, regardless of the form or medium contained or stored in (including hard copy, electronic or digital form), as well as copies or multiple versions of each. Such Confidential Information shall include, for purposes of this Undertaking, any such information not generally known by the trade or public, even though such information has been disclosed to one or more third parties or to the Company, pursuant to confidentiality agreements, disclosure agreements or other agreements entered into by with any third party. For purposes of this Undertaking, the definition of Confidential Information applies equally to information acquired, learned, or disclosed prior to, simultaneously with, or after the Effective Date.

(b) No Disclosure of Confidential Information. Delivery Vendor Subcontractor shall protect and guard, and not use for personal benefit or the benefit of anyone other than Company, or disclose, publish, communicate, reveal or divulge, directly or indirectly, any Confidential Information of Company and/or its Customers to any person or entity at any time or in any manner without the prior written consent of the President of Company, which consent may be withheld in his/her sole discretion, except as required in the course of providing Transportation Services under this Undertaking. Notwithstanding the foregoing, Delivery Vendor Subcontractor, warrants and acknowledges that all Company's and Customers' data whether or not it is included within the definition of Confidential Information shall remain on Company's computer resources and Delivery Vendor Subcontractor shall not copy, forward, retain any Company or Customer data (including, but not limited to, Confidential Information) onto any Company-provided or non-Company-provided computer, personal computer or any other mass storage device (including, but not limited to, DVDs, CDs, USB Devices/Drives), unless directed to do so in writing by the President of the Company.

(c) Inevitable Use or Disclosure. Delivery Vendor Subcontractor shall not, while providing transportation for Company's Customers, and for a period of two years after the termination of the assignment to provide Transportation Services to Company's Customers, for any reason whatsoever, without the written consent of the President of Company, which consent may be withheld by the President of Company in his/her sole discretion, directly or indirectly, engage in, represent in any way, be connected with, furnish consulting services to, be employed by, or have any interest in, whether as owner, employee, principal, partner, servant, agent, employee, representative, independent delivery vendor, member, distributor, consultant, officer, director, stockholder, or otherwise, whether or not for fees or compensation, any business which through the faithful performance of its/his/her duties thereof could reasonably be anticipated to lead to the use or disclosure of Confidential Information.

(d) Ownership and Return of Company's Property on Termination. Delivery Vendor Subcontractor acknowledges and confirms that all Confidential Information which is conceived, developed, or made in the course of the assignment to provide Transportation Services to Company's Customers, or disclosed to or otherwise acquired by Delivery Vendor Subcontractor in the course of being assigned by Delivery Vendor to provide Transportation Services to

Company's Customers, is and shall remain the sole and exclusive property of Company; that Delivery Vendor Subcontractor shall not retain, copy or otherwise appropriate any of such Confidential Information for Delivery Vendor Subcontractor's own use or the use or purposes of any third party, without the prior written consent of the President of the Company, which consent may be withheld by the Company's President in his/her sole discretion; and that, upon the termination of the assignment of providing Transportation Services to the Company's Customers, for any reason whatsoever, Delivery Vendor Subcontractor shall promptly return all such Confidential Information, including, but not limited to, all copies or multiple versions thereof (regardless of the form or medium contained or stored in (including, but not limited to, hard copy, electronic or digital form)), to the Company and, in the case of intangible information, shall continue to hold them as the confidential property of Company and/or its Customers, as the case may be, and not disclose them, directly or indirectly, or use them for any purpose, without the prior written consent of the President of the Company or its Customers, which consent may be withheld by the Company's President in his/her sole discretion or the President of Customer in his or her sole discretion, as the case may be. Additionally, upon the termination of the assignment of providing Transportation Services to the Company's Customers, for any reason whatsoever, the Delivery Vendor Subcontractor shall promptly return to Company all property of Company or its Customers in Delivery Vendor Subcontractor's possession or control which refer or relate to Company's business, or which are otherwise the property of Company, including, but not limited to, all confidential and proprietary business information, papers, documents, letters, company models, databases, invoices, notes, memoranda, office keys, desk keys, access cards/keys, security passes/key fobs, credit cards, records, customer and supplier lists, customer and supplier materials or documents, computers and computer equipment, computer data, computer models, office equipment, employment records and all documents of any type (including, but not limited to, financial reports, tax records, business plans, Company manuals, etc.) which were created by Delivery Vendor, Delivery Vendor Subcontractor or other employees, representatives and/or the Delivery Vendor and/or Delivery Vendor Subcontractor and/or the Company and/or the Company's Customers in the course of their employment and/or relationship with the Company, as well as copies or multiple versions thereof, regardless of the form or medium retained or stored in (including hard copy or electronic or digital form).

5. Restrictions During and After the Engagement.

(a) Company has invested and will continue to invest substantial time, effort, money, and other resources in the creation, development, maintenance and protection of Confidential Information, as well as substantial and ongoing customer and industry relationships, all of which is proprietary, permit Company to gain a substantial advantage in the marketplace and represent assets of great value to Company and which may be disclosed and/or available to Delivery Vendor Subcontractor. Additionally, Company has invested and will continue to invest substantial time, effort, money, and other resources in the creation, development, maintenance and protection of its proprietary information such as customer lists, pricing, customer contacts and software applications, which permits Company to gain a substantial advantage in the marketplace and represents an asset of great value to the Company. In recognizing the foregoing, Delivery Vendor Subcontractor shall not, directly or indirectly, while providing Transportation Services to Company's Customers and for a period of two years after the termination of the assignment to provide Transportation Services to the Company's Customers, for any reason whatsoever, without

the written consent of the President of the Company, which consent may be withheld by the President of Company in his/her sole discretion:

(i) Use the name of Company or any of its affiliates or related names or any variation thereof, on any business card, stationary or other printed material; or

(ii) Solicit, attempt to solicit, or cause to be solicited any party who was a Customer of Company during or at the termination of the assignment to provide Transportation Services to Company's Customers, for any reason whatsoever, or who was actively solicited to become a customer by Company, its agents, representatives, or employees within 12 months prior to the termination of the engagement, for any reason whatsoever; or

(iii) Hire or employ any employee or other person associated with Company on behalf of any individual, corporation or other entity or induce or attempt to induce any employee or other person associated with Company (including, but not limited to, any delivery vendor under an agreement with Company) to leave the employ of or cease doing business with Company; or

(iv) Induce or attempt to induce any customer, consultant, supplier, vendor or any other person or entity to cease doing business with The Company; or

(v) Become employed by or perform services to or for any entity to which the Delivery Vendor Subcontractor was assigned to provide Transportation Services to; or

(vi) Engage in, represent in any way, be connected with, furnish consulting services to, be employed by, or have any interest in, whether as owner, employee, principal, partner, servant, agent, employee, representative, independent delivery vendor, member, distributor, consultant, officer, director, stockholder, or otherwise, whether or not for fees or compensation, any business that engages in business activities included within, arising out of or related to the Company's business; provided, however, that the foregoing shall not prohibit Delivery Vendor Subcontractor from owning up to five percent (5%) of any class of equity securities of a company whose securities are publicly traded on a United States national securities exchange or in a United States national market system.

6. Dispute Resolution.

(a) Company and Delivery Vendor Subcontractor have determined that they will arbitrate any dispute arising between them, instead of engaging in litigation before a judge or jury. Company and Delivery Vendor Subcontractor mutually agree that any dispute between them (including any dispute involving an employee, contractor, agent and/or a customer of the Company) arising out of or relating to Delivery Vendor Subcontractor's engagement and/or relationship with or termination of engagement and/or relationship with Company shall be submitted to binding arbitration. Company and Delivery Vendor Subcontractor mutually agree to waive any right to present any dispute between them to a court, to a judge, or to a jury. For purposes of this Agreement the term "Dispute" means any claim, dispute, difference, or controversy, arising out of or related to the Delivery Vendor Subcontractor's relationship with Company (as well as any employee, contractor or agent of Company) or the Delivery Vendor,

other than as specifically excluded herein, and including any claim, dispute, difference, or controversy (i) arising under any federal, state or local statute or ordinance (including, but not limited to, claims of discrimination, retaliation or harassment); (ii) based on any common-law rule or practice, including breach of contract or fraud; (iii) involving the validity or interpretation of this or any other Agreement, or (iv) any other claim, dispute, difference, or controversy. For purposes of this paragraph, "Company" also includes Company's employees, officers, directors, agents, contractors, and representatives and all its and their respective successors and assigns. Delivery Vendor Subcontractor specifically waives all right to participate in any class, collective or representative action relating to any Dispute. Excluded from this paragraph are claims arising out of or related to any restriction imposed upon Delivery Vendor Subcontractor pursuant to any other document or agreement for the benefit of Company and its customers with respect to, among other things, confidential information, non-competition, non-solicitation; said excluded claims shall be adjudicated/resolved not through arbitration but before a court of competent jurisdiction.

(vii) Binding arbitration, using a single Arbitrator, shall be administered by the American Arbitration Association ("AAA") or any other neutral person or organization selected by Delivery Vendor Subcontractor subject to Company's sole approval. All proceedings will be conducted in Philadelphia, Pennsylvania, unless the parties agree to another location in writing. The AAA's Commercial Arbitration Rules or their AAA equivalent then in effect shall apply; in the event of a conflict between that set of rules and this Agreement, this Agreement shall govern. Information may be obtained, and claims may be filed at any office of the AAA at www.adr.org. A final allocation of arbitration fees and costs shall be made by the Arbitrator applying substantive legal principle and the allocation of costs under the Federal Rules of Civil Procedure. Each party shall be responsible for its own attorneys' and expert fees, and other expenses, unless shifted by the Arbitrator applying any required substantive legal principle.

(viii) The Arbitrator's award shall be final and binding. Any federal or state court having jurisdiction may enter judgment on the award. This Agreement shall survive any termination of the engagement between the parties. If any provision of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement shall remain effective and/or may be modified by a Court.

(ix) This paragraph shall be governed by the Federal Arbitration Act ("FAA"). In the event a court, administrative agency or arbitrator determines that the FAA does not apply, for any reason, this Agreement shall be governed, in the alternative, by the laws of the Commonwealth of Pennsylvania.

(x) This paragraph constitutes the entire agreement between the parties respecting the method of resolving Disputes and supersedes any other oral or written agreement. This Agreement may not be modified, waived, or revoked except by a writing signed by both an authorized representative of Company and DV, which specifically refers to this Agreement.

(xi) **COMPANY AND DELIVERY VENDOR SUBCONTRACTOR HAVE EACH READ AND UNDERSTAND THIS AGREEMENT AND UNDERSTAND THAT THIS AGREEMENT TO BINDING ARBITRATION CONSTITUTES A WAIVER TO TRIAL BEFORE JUDGE OR JURY.**

6. Breach. The restrictions and obligations contained in this Undertaking, in view of the nature of Company's business are reasonable and necessary to protect the legitimate business interests of Company and its Customers, and that any breach or threatened breach of this Undertaking will cause irreparable injury to the Company, that money damages shall not provide an adequate remedy, and that their enforcement would not impose a hardship or significantly impair the Delivery Vendor Subcontractor's ability to provide services and earn compensation. The remedy at law for any breach of the foregoing shall be inadequate, and Company shall therefore be entitled to, in addition to any other relief available to it, preliminary, temporary, and permanent injunctive relief without the necessity of proving irreparable harm. If provisions of this Undertaking are ever determined by a court of competent jurisdiction to exceed limitations permitted by law, then such provisions shall be reformed automatically to set forth the maximum limitations permissible by law. If Delivery Vendor Subcontractor violates any of the restrictions contained in this Undertaking, the relevant restricted period shall be extended by a period equal to the length of time from the commencement of any such violation until such time as such violation shall be deemed, in the sole judgment of the President of the Company, to be cured. Nothing contained herein shall be considered as prohibiting Company from pursuing any other remedies available to it for such breach or threatened breach, including, but not limited to, any recovery of damages from Delivery Vendor Subcontractor. Delivery Vendor Subcontractor shall be liable for any attorneys' fees and costs that Company incurs in connection with the enforcement of Excluded Claims under Section 5 (b).

7. Delivery Vendor Subcontractor covenants to: (i) maintain such licenses (including, but not limited to, an appropriate driver's or operator's license), permits and other registrations required to enable Delivery Vendor Subcontractor to provide Transportation Services to Subscribing Client's Customers, in a vehicle of Delivery Vendor Subcontractor's choice; (ii) maintain such vehicle(s) in good, clean condition as shall be reasonably necessary for Delivery Vendor Subcontractor to provide such Transportation Services; (iii) provide when requested by the Company evidence satisfactory to the Company of Delivery Vendor Subcontractor's insurance coverage with respect to Delivery Vendor Subcontractor vehicle(s) used to provide Transportation Services to Customers, with limits of no less than \$100,000 (One Hundred Thousand Dollars) per claim and \$300,000 (Three Hundred Thousand Dollars) in the aggregate, and all state-mandated insurance coverage's for said vehicle(s) ("Delivery Vendor Subcontractor Insurance"); (iv) be responsible for all maintenance, fuel, tolls, maps, GPS services, inspections, parking, parking violations and other related costs and expenses incurred by Delivery Vendor Subcontractor in connection with the performance of the Transportation Services and the operation of Delivery Vendor Subcontractor's vehicle(s); (v) wear approved Company security outerwear; and (vi) have available, at Delivery Vendor Subcontractor's sole cost and expense, a cellular telephone device for communication with the Company, Delivery Vendor, and Company's Customers. Delivery Vendor Subcontractor shall maintain Delivery Vendor Subcontractor's Insurance at Delivery Vendor Subcontractor's sole cost and expense.

8. Indemnification. The Delivery Vendor Subcontractor shall indemnify and hold harmless the Company, its officers, directors, employees, representatives, insurers, attorneys, agents, and successors from and against any and all damages, including attorney's fees and costs resulting from Delivery Vendor Subcontractor's asserting Excluded Claims, and/or from any demands, causes of action, losses, damages, liabilities, costs and expenses of any nature

whatsoever asserted against Company by third parties, arising from or out of a Delivery Vendor's breach of this Agreement, negligence and/or intentional conduct.

9. Term. This Undertaking shall survive the assignment to provide Transportation Services to Subscribing Client's Customers. It can only be revoked or modified in writing signed by Company and Delivery Vendor Subcontractor.

10. Severability. If any provision of this Undertaking is adjudged to be void or otherwise unenforceable, in whole or in part, the void or unenforceable provision shall be severed, and such adjudication shall not affect the validity of the remaining provisions.

11. Controlling Agreement. In the event of any conflict between the terms of this Undertaking and any other agreement and class and/or collective/representative action waiver, the terms of this Undertaking shall wholly supersede any such conflicting arbitration agreement and class and/or collective/representative action waiver and the terms of this Undertaking shall, govern and control.

12. Third Party Beneficiaries. This Undertaking shall govern any Covered Claims brought by the Delivery Vendor Subcontractor against any Company Customers who are expressly understood and agreed to be third party beneficiaries of all terms and conditions of this Undertaking and Waiver to Join A Class.

13. VOLUNTARY AGREEMENT. BY EXECUTING THIS UNDERTAKING, THE DELIVERY VENDOR SUBCONTRACTOR HAS BEEN GIVEN THE OPPORTUNITY TO FULLY REVIEW AND COMPREHEND THE TERMS OF THIS UNDERTAKING. THE DELIVERY VENDOR SUBCONTRACTOR UNDERSTANDS THE TERMS OF THIS UNDERTAKING AND FREELY AND VOLUNTARILY SIGNS THIS UNDERTAKING. THE DELIVERY VENDOR SUBCONTRACTOR FURTHER ACKNOWLEDGES IT HAS BEEN ADVISED TO DISCUSS THIS UNDERTAKING WITH ITS PRIVATE LEGAL COUNSEL OR REPRESENTATIVE OF ITS CHOOSING AND HAVE AVAILED ITSELF OF THAT OPPORTUNITY TO THE EXTENT IT DESIRED TO DO SO.

Delivery Vendor Subcontractor

Authorized representative

Acknowledged and Agreed:

PDX North, Inc.