



265 Industrial Way West, Ste 1  
Eatontown, NJ 07724  
Tel: (732) 935-8400

**Personal and Confidential**

\_\_\_\_\_, 2025 \_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

**Re: CONFIDENTIALITY AGREEMENT**

To Whom It May Concern:

In connection with your consideration of entering into a possible transaction (a "Transaction") with IMS Logistics Management Solutions (the "Company Parties"), each of you and the Company Parties (each of the Company Parties, on the one hand, and you, on the other hand, are herein referred to individually as a "Party," or collectively as the "Parties") has disclosed, and may further disclose, certain confidential technical and business information (such Party disclosing the information, "Discloser") to the other (such Party receiving the information, "Recipient") that Discloser desires Recipient to treat as confidential. In consideration of the covenants and conditions contained herein, the Parties hereto agree to the following:

Each Recipient agrees to treat any Confidential Information concerning Discloser, including its proposed business, whether furnished to Recipient before or after the date of this agreement by Discloser, their representatives or agents, together with any and all analyses, compilations, studies, reports, or other documents prepared by Recipient or any of Recipient's directors, officers, employees, affiliates, agents, advisors, attorneys, accountants, financial advisors, consultants, representatives or lending institutions (collectively, "Representatives") which contain or otherwise reflect such Confidential Information or Recipient's review of, or interest in, Discloser or its proposed business as confidential in accordance with this agreement. The term "Confidential Information" means any technical, trade or business information of any nature or kind about or relating to Discloser or its proposed business including, without limitation, (i) concepts, data, ideas, information, inventions, product plans and designs, procedures, processes, projections, strategies, techniques, software and technology; (ii) business, commercial, financial, marketing, scientific, technical data, information, projections, and strategies; (iii) documentation and materials, including without limitation, descriptions, letters, memoranda, outlines, plans, projections, reports, statements, studies, summaries, and whitepapers; and (iv) patent applications, trade secrets, and other intellectual property of Discloser, furnished to Recipient either orally or in writing (whatever the form or storage medium) or gathered by inspection, and regardless of whether such information is specifically identified as "confidential."

The term "Confidential Information" does not include information which (a) was or becomes generally available to the public other than as a result of a wrongful disclosure by Recipient or its Representatives; (b) was or becomes available to Recipient on a non-confidential basis from a source other than Discloser, its representatives or agents, provided, that such source is not known, after reasonable inquiry, by Recipient to be bound by a confidentiality agreement with Discloser, or otherwise prohibited from disclosing the information to Recipient; or (c) is in the rightful possession of Recipient without confidentiality obligations at the time of disclosure by Discloser to Recipient or is independently developed by Recipient without use of or reference to Discloser's Confidential Information.

The Confidential Information will be used solely and exclusively for the purpose of evaluating a possible Transaction between the Company and you and not for any other purpose or use whatsoever, and the Confidential Information will be kept strictly confidential by Recipient and its Representatives, except to the extent that disclosure (a) has been consented to in writing by Discloser, or (b) is made to Recipient's Representatives who need to know such information for the purpose of evaluating a possible Transaction (it being understood that such Representatives shall be informed by Recipient of the confidential nature of the Confidential Information and shall be directed by Recipient, and shall each expressly agree, to treat such information confidentially in accordance with this agreement). In any event, Recipient shall be responsible for any disclosure or use of Confidential Information by Recipient or its Representatives that would constitute a breach of this agreement.

Any and all of Recipient's obligations hereunder, including, without limitation, any and all obligations regarding the use and disclosure of Confidential Information, shall continue for a term of two (2) years from the disclosure of the affected Confidential Information notwithstanding any return or destruction of all or any portion of such Confidential Information in accordance with the terms and conditions hereof.

In the event that a Recipient or any of its Representatives are requested or required by judicial, legislative or regulatory process to disclose all or any part of the Confidential Information, Recipient agrees to (a) immediately provide Discloser with notice of the existence, terms and circumstances of such request so that Discloser may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this agreement, (b) consult with Discloser on the advisability of taking legally available steps to resist or narrow such request, and (c) reasonably assist Discloser in seeking a protective order or other appropriate remedy. In the event that such protective order or other remedy is not obtained, or that Discloser waives compliance with the terms hereof, Recipient may disclose, and shall cause its Representatives to disclose, only that portion of the Confidential Information which Recipient is advised by legal counsel is legally required to be disclosed, and shall exercise its commercially reasonable efforts to obtain the assurance that confidential treatment will be accorded such Confidential Information and Recipient shall not be liable for such disclosure unless such disclosure was caused by or resulted from a previous disclosure by Recipient or its Representatives not permitted by this agreement.

Recipient recognizes and acknowledges the competitive value of the Confidential Information and the damage that could result to the Discloser if the Confidential Information were used or disclosed except as authorized by this agreement. Recipient understands and agrees that monetary damages may not be a sufficient remedy for any breach of this agreement by Recipient or its Representatives, and that the Discloser shall be entitled to seek specific performance and injunctive or other equitable relief for any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach of this agreement by Recipient or its Representatives, but shall be in addition to all other remedies available at law or equity to the Discloser.

Neither Discloser nor any of their representatives or agents shall be deemed to have made any representations or warranties, express or implied as to the accuracy or completeness of the Confidential Information nor have any liability to Recipient or any other Person resulting from the use of Confidential Information by Recipient or its Representatives.

Within two (2) days after being so requested by Discloser in writing, except to the extent Recipient is advised by legal counsel that complying with such request would be prohibited by law, Recipient shall promptly return or destroy all Confidential Information and any other written materials without retaining, in whole or in part, any copies, extracts or other reproductions (whatever the form or storage medium) of such materials. Recipient shall certify to the destruction of materials in writing to Discloser. Recipient shall also certify that it has permanently erased from all electronic storage media under Recipient's or any of its Representative's control any excerpts of Confidential Information contained therein. Any Confidential Information that is not returned or destroyed (including, without limitation, any oral Confidential Information) shall remain confidential, subject to the terms of this agreement. 3

This agreement binds the parties only with respect to the matters expressly set forth herein. As such, unless and until a final definitive written agreement regarding a Transaction between the Company and you has been executed, neither the Company nor you will be under any legal obligation of any kind whatsoever with respect to a Transaction, including, without limitation, to negotiate or consummate a Transaction, by virtue of this agreement or any other written or oral expression with respect to a Transaction except, in the case of this agreement, for the matters specifically agreed to herein. If any term or provision of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms and provisions of this agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. This agreement shall be governed and construed by the internal laws of New Jersey, without regard to conflict of laws principles. This agreement may be amended only in writing signed by the Parties to this agreement. Each party hereto consents and submits to the exclusive jurisdiction of the courts of the State of New Jersey and the courts of the United States located in New Jersey, for the adjudication of any action, suit, or proceeding arising out of or otherwise relating to this agreement. No failure or delay by any Party in exercising any right hereunder or any partial exercise thereof shall operate as a waiver thereof or preclude any other or further exercise of any right hereunder.



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This agreement constitutes the entire agreement between the parties hereto regarding the subject matter hereof. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Please confirm that the foregoing is in accordance with your understanding by signing and returning to the Company a copy of this agreement at which time this will become a binding agreement under seal between you and the Company Parties.

Very truly yours,

**IMS LOGISTICS MANAGEMENT SOLUTIONS**

By: \_\_\_\_\_

Accepted and agreed to as of the \_\_\_\_ day of \_\_\_\_\_, 2025:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_