



**CONFIDENTIALITY AND
NON-DISCLOSURE AGREEMENT**

This Agreement is made on this ____ day of _____, 200__ by and between Music Freight hereinafter ("Music Freight"), and _____, hereinafter "COMPANY").

Whereas, Company agrees to allow the Music Freight access to certain confidential or proprietary information relating to the affairs of Company only for purposes of:

**AUDITING, ANALYZING, AND PROCESSING FREIGHT COSTS, CLASSIFICATIONS, RATES,
CARRIER CONTRACTS, OPERATIONAL REQUIREMENTS AND PROCEDURES.**

Music Freight agrees that all knowledge and information that Music Freight may receive from Company or it's employees by virtue of the performance of services described above, shall be regarded by Music Freight as strictly confidential and held by Music Freight in confidence and used solely for the Company's benefit and shall not be used or disclosed by Music Freight to any other person or company.

It is agreed, however, that these restrictions shall not apply to any knowledge or information which was in the possession of Music Freight, as shown by written records within a single integrated document or group of documents which refer to each other, prior to their disclosure by COMPANY, or information shown to be in the public domain

Music Freight agrees that its obligations contained herein shall continue indefinitely from date of execution and shall apply also to its agents, representatives, successors, and employees, and to all its parent, subsidiary and affiliated successors, employees, agents and representatives.

MUSIC FREIGHT

COMPANY

SIGNED _____

SIGNED _____

DATE _____

DATE _____