

## INDEPENDENT CONTRACTOR AGREEMENT

Login Logistics LLC. ("Company")

And

XXXXXXXXXX ("Contractor")

Effective Date:

Background: The parties desire that Company contract with Contractor on the terms and conditions stated in this Agreement.

INTENDING TO BE LEGALLY BOUND, and in consideration of the mutual agreements contained herein, Contractor and the Company agree as follows:

### SECTION 1: DUTIES

- 1.1 Position and Duties: Company hereby contracts with Contractor to act as Independent Sales Agent for a period of 12 months, effective from the date of this agreement, to be continuously extended for another period of 12 months, if not terminated earlier. Contractor's basic duties shall be Sales & Marketing of the Company's services related to freight, transportation & logistics arrangements.
- 1.2 Quoting to Customers: The Company will issue written quotations to all Customers of Contractor, for services offered. Such quotations will follow the Company's standard guidelines and include the Company's standard terms and conditions.
- 1.3 Credit: The Contractor has no authority to issue or offer credit to any customer. Credit is to be approved and issued only by Company management.
- 1.4 Approval of Customer: Contractor is required to submit a standard Company Application for Services duly filled out and signed by each new customer.

- 1.5 Limited Authority: (a) Contractor is authorized to act on the Company's behalf only within the limited scope provided in this Agreement. Contractor shall not take or purport to take any action on behalf of Company without prior written consent of Company. (b) Contractor shall have no authority to, and shall not purport to obligate Company to any to any debt, claim, obligation or contract of any nature.
- 1.6 Customers: Contractor owns the Customer as shown in Addendum A, which are updated on a regular basis. If Customer is a target Customer and no actual business (invoiced) within 6 months from the time the Customer was added to list, it will be removed and ownership of Customer will revert to become a House account.

## SECTION 2: COMPENSATION

- 2.1 Compensation: Shall be 25% of the file gross profit (defined as the difference between sales revenue and cost of sales and as reported in the company's standard file P&L statements) for shipments where the "bill to" party or the Customer is routed, directed or controlled by Contractor.
- 2.2 Settlement: Contractor shall receive monthly detailed P&L statements from the Company outlining the Contractor's sales activity. Upon review and approval, Contractor shall submit these statements with his invoice in same amount to the Company for payment. Contractor shall be paid only after the Company has been paid in full by the customer and within thirty (30) business days after receipt of the invoice for Contractor's compensation.
- 2.3 Reimbursement of Expenses: Contractor shall be reimbursed only for pre-approved expenses incurred in the course of the Company's business and with the Company's prior approval. To obtain reimbursement, Contractor must submit receipts for all expenses incurred.
- 2.4 Entire Compensation: The compensation provided for in this Section 2 shall be the full consideration for the services to be rendered to the Company by Contractor.

## SECTION 3: DURATION AND TERMINATION

- 3.1 DURATION. Contractor's relationship with the Company shall begin on the effective date set forth in this Agreement and shall continue until

\_\_\_\_\_, unless sooner terminated as provided in this Section 3, or unless extended in writing by the mutual agreement of Contractor and the Company.

- 3.2 Notice of Termination: Any termination by Company or by Contractor shall be communicated by written Notice of Termination to the other party hereto. As used in this Agreement, "Notice of Termination" means a notice indicating the specific termination provision in this Agreement relied upon, setting forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of Contractor's relationship under the provision so indicated. As used in this Agreement, "Date of Termination" shall mean the date specified in the Notice of Termination.
- 3.3 Termination upon Death: Contractor's relationship with the Company shall automatically terminate upon Contractor's death.
- 3.4 Termination upon Disability: If Contractor is unable to substantially perform the services called for under this Agreement as a result of any physical or mental disability or incapacity, the Company may terminate Contractor's relationship with the Company upon 30 days notice to her.
- 3.5 Termination by Contractor: Contractor may terminate his relationship with the Company for any reason, upon 180 day's prior notice to the Company.
- 3.6 Effect of Termination on Compensation: Upon termination of Contractor's relationship with the Company, all of Contractor's rights to compensation and reimbursement of expenses under this Agreement shall simultaneously terminate, except that Contractor (or her heirs, personal representatives or estate) shall be entitled to any unpaid portion of compensation due for services rendered up to the date of termination.
- 3.7 Surrender of Records and Property upon Termination: Upon termination of her/his relationship for any reason, Contractor shall, within three (3) business days, return to Company all equipment, documents, material, papers, data, statements and any other written material (including without limitation all copies thereof and summaries and notes of the contents thereof) and all other property of Company.

#### SECTION 4: MISCELLANEOUS PROVISIONS

- 4.1 Parties in Interest: This Agreement is a personal relationship contract of Contractor, which may not be assigned by Contractor, but which

shall bind, benefit, and be enforceable by Contractor and her heirs, personal representatives, estate an beneficiaries, and by the Company and its successors and assigns.

WITNESS THE DUE EXECUTION AND DELIVERY HEREOF as of the date first stated above.

Login Logistics LLC.

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

(Contractor)

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