

Mawson Brokerage/Agency Agreement

This agreement between Mawson and Mawson, the carrier and broker, hereinafter called Broker and _____, who desires to represent Broker as an Agent.

The purpose of this document is to outline a working agreement between the parties so that the Agent may represent the Broker in a sales and/or operational category for the benefit of both parties.

Whereas, Mawson and Mawson has earned the respect of the shipping and transportation communities

And has the authority to partake in hauling freight in 48 contiguous states, and has automated systems for administering the functions of hauling, billing and paying underlying carriers in respect to the movements of such freight.

Whereas, Agent desires to have Broker perform the necessary administrative functions including carrier contracts, shipper credit checks and collections and other items that assist Agent in sales and broker functions

Whereas, Broker agrees not to circumvent Agent's customers or back solicit any business provided by Agent for a minimum of one year after termination of this agreement and Agent agrees to hold any information regarding Brokers operations in confidence at all times. This includes rates; carrier lists, customer lists and any proprietary software Broker may have developed.

Duties and Compensation of parties:

Agent Duties:

Secure freight from shippers to be invoiced by broker in a professional manner

Agent may procure carriers but broker must approve through the corporate offices prior to movement.

Agent is required to get all shippers approved through credit department. Agent will also assist in collection efforts in requested by Broker.

Agent must offer to Broker all shipments where Agent has informed carrier that Broker is responsible for freight charges. Non-compliance will result in immediate termination of the Agent's agreement.

Broker Duties:

Broker will fulfill all legal aspects as mandated by the Federal Highway Authority to move freight including the maintenance of a surety bond as prescribed by the FHA.

Broker will invoice Agent's shipper the amount prescribed by Agent and pay all underlying carriers and/or drivers.

Broker will settle commissions with Agent weekly by direct deposit. A statement will be provided for Agent outlining which orders have been paid weekly.

Broker for cost will provide Agent with business cards and brochures to facilitate sales ability.

Broker will provide approval on rates prior to movements. On company equipment most rates are by contract.

Commissions: Type One

Agent procures order for Broker and finds approved carrier: Broker receives 40% of gross profit on the load; Gross profit example; Load pays \$1000, carrier charges \$800 \$200 gross profit. Broker receives \$80, Agent gets \$120. Broker maintains a \$40 minimum process fee

Commission Type Two

Agent procures order for Broker and Broker finds carrier to cover. Agent receives 40% of gross profit. Broker receives 60%. Again Broker maintains \$40 minimum

Commission Three:

Agent finds and order for a company driver or owner operator in his domicile, Agent gets 7% of revenue.

Commission Four: Fleet Operator

Recruit owner operators to Broker: Broker pays Agent under normal owner operator pay scale. Agent procures owner operators at lower rate and keeps balance as fleet manager fee

Split commission fore dual Agents; Agent 1 receives domiciled truck but cannot find a suitable order for driver; Agent 2 finds order for driver. Both agents agree to split 7% in a mutually agreed fashion; normally 50-50

Charge backs to Agent

Agent may be charged back by Broker for following services;
DAT invoice when live posting is required by Agent. Fee is \$1.00 per unit

Uncollected funds: Agent may be charged back any commissions made on an approved but non paying customer. If collections are made through a collection agency, Broker will refund an equal percentage collected to Agent.

If Agent fails to get credit approval, Agent will be held responsible for the full amount due if unpaid within 60 days. If further collections efforts result in partial collections, Agent will be refunded the collected amount minus 3% monthly for receivables over 60 days.

Independent Contractor Status:

Agent will be at all times an independent contractor for Broker. Agent understands that all costs associated with the procurement of shipper business is at Agent expense.

Arbitration: Arbitration regarding disputes under this agreement will be handle by, _____ of Doylestown PA

This agreement shall be governed and construed under the laws of Pennsylvania

Broker: _____
Mawson and Mawson Inc.

Agent: _____

Please spell name

Date: _____