EXHIBIT 10.15  
  
  
 TRUCKERSB2B VENDOR AGREEMENT  
  
 This Business to Business Vendor Agreement (the "Agreement") is entered  
 into this 15th day of April, 2004 (the "Effective Date") by and between  
 TruckersB2B, Inc., a Delaware corporation having its principal office  
 located at 0000 X. 00xx Xxxxxx, Xxxxxxxxxxxx, Xxxxxxx 00000 ("B2B") and  
 Power2ship, a Nevada corporation having its principal office located at 000  
 Xxxxx Xxxxx Xxxx, Xxxx Xxxxx, Xxxxxxx 00000 ("Vendor").  
  
 WHEREAS, B2B is an internet-based business-to-business program (the  
 "Program") for purposes of providing volume purchasing and savings to  
 company owned fleets and owner operator members ("Members") within the  
 transportation industry (the "Industry"); and  
  
 WHEREAS, Vendor is engaged in the business of providing logistic  
 applications, among other things, to businesses in the Industry; and  
  
 WHEREAS, the parties desire to enter into an agreement whereby Vendor  
 shall, among other things, offer certain of its goods and services to B2B's  
 Members through the Program;  
  
 NOW, THEREFORE, in consideration of the mutual covenants and agreements  
 made herein, the parties agree as follows:  
  
 1. SERVICES. The services to be provided hereunder by B2B and Vendor  
 shall be as described on Exhibit "A" attached hereto and  
 incorporated herein (the "Services").  
  
 2. FINANCIAL TERMS. The financial terms agreed to between the parties  
 shall be as described on Exhibit "B" attached hereto and  
 incorporated herein (the "Financial Terms").  
  
 3. TERM. The term of this Agreement shall be for a period of one year  
 commencing on the Effective Date (the "Term"), subject to earlier  
 termination as herein provided. The Term will be automatically  
 extended for additional one year renewal periods, subject to  
 earlier termination as herein provided, provided that either party  
 may prevent such automatic renewal by delivery of written notice  
 to the other party at least 60 days prior to the end of the Term  
 or then current renewal period.  
  
 4. EVENTS OF DEFAULT; BREACH.  
  
 a. EVENTS OF DEFAULT. The occurrence of any of the following events  
 (individually, an "Event of Default" shall constitute an Event of  
 Default under this Agreement:  
  
 i. PAYMENT OF OBLIGATIONS UNDER THIS AGREEMENT. The failure by either  
 party to make any payment due to the other when such payment is  
 due and owing pursuant to the terms and conditions of this  
 Agreement.  
  
 ii. FAILURE TO PERFORM. The failure of any party to perform any term,  
 covenant or agreement contained in this Agreement in any material  
 respect.  
  
 iii. BREACH OF REPRESENTATION OR WARRANTY. Any representation or  
 warranty of any party hereto made in this Agreement shall prove to  
 be false, or have been false in any material respect upon the date  
 when made.  
  
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iv. INSOLVENCY, BANKRUPTCY, ETC.  
  
 (a). If any party hereto shall make an assignment for the benefit of  
 creditors, or shall admit in writing its inability to pay or shall  
 generally fail to pay its debts as they mature or become due, or shall  
 petition or apply for the appointment of a trustee or other custodian,  
 liquidator or receiver of such party or of any substantial part of the  
 assets of such party or shall commence any case or other proceeding  
 relating to such party under any bankruptcy, reorganization,  
 insolvency, readjustment of debt, dissolution or liquidation or  
 similar law of any jurisdiction, now or hereafter in effect, or shall  
 take any action to authorize or in furtherance of any of the  
 foregoing, or any such petition or application shall be filed or any  
 such case or other proceeding shall be commenced against such party  
 and such party shall indicate its approval thereof, consent thereto,  
 or acquiescence therein.  
  
 (b). If a decree or order shall be entered appointing any such trustee,  
 custodian, liquidator, or receiver, or adjudicating either party  
 hereto bankrupt or insolvent, or approving a petition in any such case  
 or other proceeding, or a decree or order for relief shall be entered  
 in respect of a party hereto in an involuntary case under Federal  
 bankruptcy laws as now or hereafter in effect.  
  
B. NOTICE OF BREACH; RIGHT TO TERMINATE. If any Event of Default shall have  
 occurred, the non-defaulting party may notify the defaulting party in  
 writing (the "Notice of Default") of such Event of Default. If such Event  
 of Default has not been cured or waived in writing within 15 days of the  
 date of the defaulting party's receipt of the Notice of Default, the  
 non-defaulting party may, in its discretion, immediately terminate this  
 Agreement. The foregoing right to terminate is not intended to be exclusive  
 of any other remedy given hereunder or now or hereafter existing at law or  
 in equity or by statute or any other provision of law.  
  
C. EFFECT OF TERMINATION. All rights and obligations of each party hereunder  
 with respect to transactions occurring prior to the effective date of any  
 termination of this Agreement shall survive any termination or expiration  
 of this Agreement for a period of 12 months, including, but not limited to,  
 any termination resulting from the material breach hereof by either party.  
  
5. ARBITRATION. Any controversy, dispute or question arising out of, or in  
 connection with, or in relation to this Agreement or the interpretation,  
 performance or non-performance or breach thereof will be determined by  
 arbitration conducted in Delaware and pursuant to the laws of the State of  
 Delaware in accordance with the then existing commercial rules of the  
 American Arbitration Association. B2B and Vendor will each select one  
 arbitrator, and the two arbitrators will mutually select a third. Any such  
 arbitration shall be conducted within 60 days following either party's  
 notice of the commencement of arbitration proceedings. Any decision  
 rendered will be binding upon the parties, however, the arbitrators will  
 have no authority to grant any relief that is inconsistent with this  
 Agreement. The expenses of arbitration, including reasonable attorneys'  
 fees, will be borne by the non-prevailing party thereto. In the event any  
 party appeals the arbitrators' decision, the party who ultimately loses  
 shall pay all expenses of arbitration, including reasonable attorneys'  
 fees.  
  
6. Indemnity. Each party hereto ("Indemnifying Party") hereby agrees to  
 indemnify and hold harmless the other party hereto, its employees,  
 subsidiaries, affiliates, directors, officers and agents (collectively, an  
  
  
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 "Indemnified Party"), from and against and in respect of any and all  
 charges, claims, damages, costs, judgments, expenses (including reasonable  
 attorneys' fees, costs, and disbursements), penalties, and liabilities of  
 any kind or nature which may be sustained or suffered by the Indemnified  
 Party by reason of, based upon, relating to, or arising out of the sale of  
 goods or services hereunder by the Indemnifying Party, or any breach of any  
 of the covenants, agreements, representations or warranties contained in  
 this Agreement by the Indemnifying Party. All rights and remedies hereunder  
 shall be cumulative and shall not interfere with or prevent the exercise of  
 any other right or remedy which may be available to the Indemnified Party.  
 The Indemnified Party shall promptly notify the Indemnifying Party in  
 writing of any claim, demand, suit, or proceeding with respect to which it  
 seeks indemnification, provided, however, that any failure by the  
 Indemnified Party to provide such notification to the Indemnifying Party  
 shall discharge the Indemnifying Party of its indemnification obligation  
 hereunder only to the extent that such failure prejudices the Indemnifying  
 Party, and the Indemnifying Party shall at all times have the sole right  
 and authority to control, defend, settle, or compromise such claim, demand,  
 suit, or proceeding with counsel of its own choosing which is reasonably  
 acceptable to the Indemnified Party and in such manner as it may deem  
 advisable; provided, however, that: (i) such settlement or compromise does  
 not contain any finding or admission of any violation of laws or any fault  
 on the part of the Indemnified Party, and has no effect on any other claims  
 that may be made by the Indemnified Party, and (ii) the sole relief  
 provided in such settlement or compromise is monetary damages that are paid  
 in full by the Indemnifying Party.  
  
7. CONFIDENTIALITY. Vendor and B2B agree and covenant to each other that they  
 shall not, during the term of this Agreement or at any time after the  
 termination or expiration hereof, (i) disclose to any third party or (ii)  
 use other than during the proper performance of their duties hereunder, any  
 of the procedures, practices, dealings, or other information concerning the  
 business, finances, transactions, customer lists, or affairs of the other  
 party hereto which is disclosed by one party (the "Disclosing Party") to  
 the other party (the "Receiving Party"), (collectively, "Confidential  
 Information"), including any written information or other documentation  
 thereof. The provisions of this Section 7 shall not apply to (i)  
 information already in the possession of the Receiving Party as of the time  
 of the disclosure which was not given to the Receiving Party under a  
 then-existing obligation of confidentiality, (ii) information developed  
 independently by the Receiving Party without reference to, or use of, any  
 Confidential Information, (iii) information obtained by the Receiving Party  
 from a source other than the Disclosing Party not known by the Receiving  
 Party to be under any obligation of confidentiality to the Disclosing  
 Party, (iv) information which is publicly available when received, or which  
 thereafter becomes publicly available other than through any unauthorized  
 disclosure by, through, or on behalf of, the Receiving Party; (v)  
 disclosures required by law; and/or (vi) disclosures required to be made by  
 the Receiving Party in the ordinary course of business to attorneys,  
 accountants, and similar professionals retained to perform services for  
 either Vendor or B2B; provided, however, that all such disclosures shall be  
 made only on a "need to know" basis, shall be subject to the  
 confidentiality restrictions contained herein, and any such recipient shall  
 recognize such restrictions and agree to be bound by the terms hereof in  
 respect thereof, or otherwise be legally obligated to the Receiving Party  
 to maintain the confidentiality thereof. The parties hereto agree that in  
 the event of any breach or threatened breach by the Receiving Party of this  
 Section 7, the Disclosing Party shall be entitled to injunctive relief  
 against the Receiving Party to restrain and redress such breach or  
 threatened breach, which relief shall be in addition to any other relief  
 (including, but not limited to, monetary damages) available to the  
 Disclosing Party under this Agreement, at law, or in equity; it being  
 agreed that any such breach or threatened breach by the Receiving Party  
 shall cause the Disclosing Party irreparable harm for which the Disclosing  
  
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 Party shall have no adequate legal remedy.  
  
8. USE OF TRADENAMES, SERVICEMARKS, ETC.  
  
A. GENERAL. Neither party hereto is given nor will any party hereto claim in  
 any way any right to or in the servicemarks, logos, trademarks, or  
 tradenames (the "Marks") belonging to the other party or any affiliate,  
 except for the limited license provided hereunder.  
  
B. USES BY THE PARTIES. Each party will use the Marks only in the manner and  
 to the extent specifically permitted in writing. All advertising,  
 publicity, signs or other materials employing in any way whatsoever the  
 Marks shall be submitted in writing to the parties hereto prior to such  
 use. Upon termination of this Agreement, each party shall, upon written  
 request, execute and deliver a written certification acknowledging that it  
 has ceased to use the Marks of the other party and that it has no further  
 interest or right therein.  
  
9. NEWS RELEASES. Neither party shall make any news release or public  
 announcements, confirmations, or denials with respect to the terms and  
 conditions of all or any part of this Agreement without the prior review  
 and consent of the other party (such review to be promptly conducted and  
 such consent not to be unreasonably withheld), provided that either party  
 may make such disclosure of this Agreement and its terms as its legal  
 counsel deems necessary in connection with regulatory disclosure  
 requirements.  
  
10. STATUS OF PARTIES. None of the provisions of this Agreement is intended to  
 create nor shall be deemed or construed to create any relationship between  
 the parties hereto other than that of independent entities contracting with  
 each other hereunder solely for the purpose of effecting the provisions of  
 this Agreement. Neither of the parties, nor any of their respective  
 employees, shall be construed to be the employer of the other.  
  
11. LIMITATION OF LIABILITY. The liability of the parties hereto, and their  
 affiliates, under this Agreement shall be limited to direct damages proven.  
  
12. GENERAL PROVISIONS.  
  
A. WARRANTIES. B2B and Vendor respectively warrant that B2B and Vendor have  
 taken all necessary corporate action to approve this Agreement and to  
 authorize their respective officers to execute this Agreement and such  
 further documents as are necessary and proper to consummate the terms and  
 provisions of this Agreement; upon the execution hereof, this Agreement  
 will constitute the valid and legally binding obligation of B2B and Vendor,  
 enforceable in accordance with its terms. Vendor warrants that its products  
 shall comply with their functional specifications.  
  
B. NOTICES. All notices required or permitted hereunder shall be in writing  
 and shall be deemed effectively given: (a) upon personal delivery to the  
 party to be notified, (b) when sent by confirmed telex or facsimile if sent  
 during normal business hours of the recipient, if not, then on the next  
 business day, or (c) one day after deposit with a nationally recognized  
 overnight courier, specifying next day delivery, with written verification  
 of receipt. All communications shall be sent:  
  
  
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 If to B2B:  
 TruckersB2B, Inc.  
 Xxx Xxxxxxx President  
 0000 Xxxx 00xx Xxxxxx  
 Xxxxxxxxxxxx, XX 00000  
 Fax: (000) 000-0000  
  
  
 If to Vendor:  
 Power2Ship, Inc.  
 --------------------------------------  
 000 Xxxxx Xxxxx Xx.  
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 Xxxx Xxxxx, XX 00000  
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 Attn: Xxxxxxx Xxxxxx  
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 or such other address(es) as either party may hereafter designate in  
 writing from time to time. Any party may change its address for purposes of  
 this Agreement by giving notice of such change to the other party pursuant  
 to the terms of this Section.  
  
  
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C. WAIVER. Failure to insist upon strict compliance with any of the terms,  
 covenants or conditions hereof shall not be deemed a waiver of such term,  
 covenant or condition, nor shall any waiver or relinquishment of any right  
 or power hereunder at any time or times be deemed a waiver or  
 relinquishment of such right or power at any time or times.  
  
D. COMPLIANCE WITH LAWS. Each party agrees that all actions taken by it under  
 this Agreement will comply in all material respects with all applicable  
 laws, rules and regulations having the force and effect of law.  
  
E. HEADINGS. The section and other headings contained in this Agreement are  
 for reference purposes only and shall not affect the meaning or  
 interpretation of this Agreement.  
  
F. GOVERNING LAW. This Agreement shall be governed by and construed in  
 accordance with the local laws of the State of Delaware, without regard to  
 its choice of law rules of such State. The parties stipulate to the  
 jurisdiction and venue of the courts of Delaware.  
  
G. COUNTERPARTS. This Agreement may be executed in any number of counterparts,  
 each of which shall be deemed an original, but all of which together shall  
 constitute one and the same instrument.  
  
H. ENTIRE AGREEMENT. This Agreement, including Exhibits A and B, constitutes  
 the entire agreement between the parties with respect to the subject matter  
 hereof, and supersedes all prior and contemporaneous agreements and  
 understandings, oral or written, between the parties with respect to such  
 subject matter.  
  
I. SEVERABILITY. In case one or more of the provisions contained in this  
 Agreement or any application thereof shall be invalid, illegal, or  
 unenforceable in any respect, the validity, legality, and enforceability of  
 the remaining provisions contained herein and any other application thereof  
 shall not in any way be affected or impaired thereby.  
  
J. ASSIGNMENT; SUCCESSORS AND ASSIGNS. Neither party shall assign this  
 Agreement, or delegate or transfer any right, interest, or obligation  
 hereunder, without the prior written consent of the other party hereto  
 (which consent shall not be unreasonably withheld), and any attempt to make  
 any such assignment, delegation, or transfer without the other party's  
 prior written consent shall be null and void. The rights and obligations of  
 each party hereto under this Agreement shall inure to the benefit of and  
 shall be binding upon the respective successors and assigns of each party  
 hereto.  
  
K. AMENDMENT. This Agreement may be amended at any time and from time to time  
 by an instrument in writing signed by each party hereto, or their  
 respective successors or assigns.  
  
L. DRAFT AGREEMENT NOT AN OFFER. This agreement shall be considered in draft  
 form only, and shall not be binding upon B2B unless and until it has been  
 executed by Xxx Xxxxxxx, President of B2B.  
  
  
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IN WITNESS WHEREOF, B2B and Vendor have caused this Agreement to be executed  
pursuant to appropriate authority duly given as of the day and year first  
written above.  
  
  
  
Company Name: Power2Ship, Inc. TRUCKERSB2B, INC.  
 ------------------------------  
By: /s/ Xxxxxxx Xxxxxx By: /s/ Xxx Xxxxxxx  
 ---------------------------------------- ------------------------  
Printed Name: Xxxxxxx X. Xxxxxx Name: Xxx Xxxxxxx  
 ------------------------------  
Printed Title: President Title: President  
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 EXHIBIT "A"  
  
 SERVICES  
  
Commencing the Effective Date,  
  
1. DEFINITIONS: B2B agrees, on a non-exclusive basis, to refer prospective B2B  
 members with available power units to Vendor. For purposes of this  
 Agreement, each referral of a B2B member that Vendor has not independently  
 contacted or identified prior to receipt of such referral, shall be deemed  
 a Qualified referral.  
  
2. VENDOR WILL:  
  
 A. Receive and process applications and may, in its sole discretion,  
 offer its services to B2B members.  
  
 B. Respond, within a mutually agreed upon amount of time, directly to all  
 B2B members whom are presented as sales leads by B2B.  
  
 C. Assign a point of contact whose function is to manage, coordinate, and  
 promote the B2B/Vendor relationship for the mutual benefit of both  
 parties.  
  
 D. Provide the resources required to develop the programming necessary to  
 integrate, launch, operate, and maintain Vendor's Web site link with  
 B2B's Web site so that Vendor's products are, or information as to how  
 to access Vendor's products is, immediately available to B2B's members  
 at B2B's Web site.  
  
3. B2B will:  
  
 A. Assign a point of contact whose function is to manage, coordinate, and  
 promote the B2B/Vendor relationship for the mutual benefit of both  
 parties.  
  
 B. Provide the resources required to develop the programming necessary to  
 integrate, launch, operate, and maintain B2B's Web site link with  
 Vendor's Web site so that Vendor's products are, or information as to  
 how to access Vendor's products is, immediately available to B2B's  
 members at B2B's Web site.  
  
 C. In consideration of the payments and commissions described in Exhibit  
 B herein, B2B will actively promote and market Vendor's products and  
 services at an equivalent level to that of B2B's existing vendors at  
 no additional cost. These promotional and marketing activities will  
 include, but not be limited to Web promotion, Member newsletters,  
 direct mail, email, fax marketing, and inside sales representation to  
 B2B members.  
  
 D. Mention Vendor at least once a quarter in a blast email/fax to B2B  
 Members (including the initial product launch email/fax). e. Include a  
 description of Vendor's products and services within the B2B Web site  
 and the B2B Member booklet, which is distributed to all new members  
 and existing members after each communication with B2B sales.  
  
4. SPECIAL MARKETING AND PROMOTIONAL PROGRAMS:  
  
 B2B and Vendor may jointly agree to create additional marketing and  
 promotional programs to increase the use of Vendor's products and services.  
 B2B and Vendor will jointly agree in advance, and in writing, as to the  
 type of programs to be offered including their character, timing, frequency  
 and expense.  
  
  
  
  
  
 EXHIBIT "B"  
  
 FINANCIAL TERMS  
  
  
1. Credit Responsibility of Vendor: Vendor shall be responsible for review and  
 processing of any applications tendered by B2B members. Vendor shall be  
 responsible for all costs arising by way of the services provided hereunder  
 to B2B and its members, and assume responsibility for collection and  
 payment from B2B's members for all services sold or transactions processed  
 by Vendor. In this regard, all decisions by Vendor to provide goods and  
 services to any B2B member shall be made by Vendor in its sole discretion  
 and its sole credit risk.  
  
2. COMMISSIONS ON VENDOR SERVICES:  
  
a. For the term of this agreement, on a monthly basis, Vendor will pay to B2B  
 the greater of either 1) the Marketing Fee described in section 2.b. below  
 or 2) the Commissions net of any rebates paid to B2B Members described in  
 section 2.c. below.  
  
b. Vendor will pay B2B a monthly fee ("Marketing Fee") based on the following:  
 i) For the term of this agreement, starting on the date B2B members receive  
 information about Vendor, the Marketing Fee will be $[\*].  
  
c. Vendor agrees to pay B2B on a monthly basis after being paid by the  
 shipper, a commission equal to [\*]% of the net margin generated by  
 Qualified B2B members. i) B2B agrees to rebate to its Members, [\*]% of the  
 income.  
  
d. Should Vendor begin charging carriers for membership, Vendor agrees to pay  
 B2B, on a monthly basis, [\*] % of the membership fees that Vendor receives  
 from Qualified B2B members.  
  
  
3. Payment Terms: Vendor shall pay the amounts due, pursuant to section 3  
 above, to B2B not later than (15) days following the close of each month,  
 in available U.S. funds. A late charge of the lesser of 1.5% per month or  
 the maximum amount permitted by law will be added to past due accounts. All  
 reasonable costs and expenses, including but not limited to attorneys'  
 fees, court costs, and service charges incurred by B2B in collecting  
 payment will be an expense of and a charge to Vendor. Vendor waives any  
 existing and future claims and offsets against payments due hereunder, and  
 agrees to pay the amounts due.  
  
4. Other Terms: Vendor agrees to account to B2B on a monthly basis or such  
 other regular periodic basis as hereinafter agreed to by the parties for  
 all gross revenue generated by B2B members. At a minimum, such monthly or  
 other regular periodic accounting shall indicate all commissions generated  
 by each B2B member.  
  
  
\*CONFIDENTIAL INFORMATION HAS BEEN OMITTED AND FILED SEPARATELY WITH THE  
SECURITIES AND EXCHANGE COMMISSION PURSUANT TO RULE 24(b)-2.