

# **TORRES TRANSPORTATION ONE LLC**

## **Independent Contractor Agreement**

### **INDEPENDENT CONTRACTOR AGREEMENT**

This Independent Contractor Agreement (the "Agreement") is made and entered into by and between Torres Transportation One LLC ("Company") and the undersigned contractor ("Contractor"). This Agreement applies to all independent contractors engaged by the Company, including delivery drivers, managers, IT contractors, and any other roles providing services to the Company.

#### **1. Independent Contractor Status**

Contractor acknowledges they are engaged as an independent contractor and not an employee. Contractor is responsible for all taxes, insurance, and liabilities related to their services, and is not entitled to employee benefits of any kind.

#### **2. Compensation**

Contractor agrees that compensation for delivery services is based on a per-stop rate by default, not per package. Any special rates, daily fees, bonuses, or alternative arrangements must be expressly negotiated and documented in writing by a Company manager before services are performed. The Company does not guarantee any minimum number of stops, packages, or earnings.

#### **3. Payment Withholding**

In the event Contractor ceases providing services or the Agreement is terminated, the Company reserves the right to withhold the final payment for up to fourteen (14) calendar days to allow sufficient time to assess and apply any penalties, claims, or deductions.

#### **4. Certification of Legal Work Authorization**

Contractor certifies under penalty of perjury that they are legally authorized to work in the United States and agrees to provide valid documentation upon request.

#### **5. Insurance Requirements**

Contractor is responsible for maintaining valid vehicle insurance, occupational accident coverage, and any other insurance required by law or the Company.

#### **6. Confidentiality, Data Security & Intellectual Property**

Contractor may have access to confidential Company information, including but not limited to driver details, banking information, Social Security numbers, payroll data, client data, software, and systems. Contractor agrees to:

- Use confidential information solely for services provided to the Company.
- Not share, copy, download, store, or disclose any sensitive information without written authorization.
- Report any suspected data breach immediately.

All applications, software, databases, systems, tools, or technologies created, tested, or

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contributed to by Contractor while being compensated by the Company are the exclusive property of Torres Transportation One LLC.

### **7. Non-Compete & Exclusivity**

Contractor agrees not to work with or provide services to any competitor or engage in any activities that directly compete with the Company's business for one (1) year following termination of this Agreement.

### **8. Manager Liability for Unauthorized Hires**

Managers engaged by the Company are responsible for verifying that all subcontractors or drivers they recruit are legally authorized to work and drive in the United States. If a manager hires or assigns an unauthorized individual without prior written approval, the manager assumes full legal, financial, and operational responsibility for any claims, penalties, damages, or liabilities resulting from such actions. The Company shall be fully indemnified and held harmless in such cases.

### **9. Penalty Acknowledgment**

Contractor acknowledges and agrees to the following penalties for delivery-related violations:

| Carrier | Violation                             | Penalty Amount               |
|---------|---------------------------------------|------------------------------|
| OnTrac  | Invalid Attempt                       | \$5.00                       |
| OnTrac  | Missed Delivery                       | \$50.00                      |
| OnTrac  | Wrong Photo / Location                | \$2.00                       |
| OnTrac  | Lost Package (up to \$100)            | \$50.00                      |
| UniUni  | Invalid Attempt                       | \$5.00                       |
| UniUni  | Missing / Incorrect Photo             | \$2.00                       |
| UniUni  | Lost / Left Open / Not Delivered      | \$60.00                      |
| UniUni  | Missed or Wrong Delivery              | Value of package up to \$100 |
| SPEEDX  | Invalid Attempt                       | \$5.00                       |
| SPEEDX  | CNL (cancellation) or Missed Delivery | \$50.00                      |
| SPEEDX  | Missing / Incorrect Photo             | \$35.00                      |

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SPEEDX

Wrong Delivery / Lost / Left Value of package up to \$100  
Open Package

Contractor Initials: LMP

**10. Termination**

This Agreement may be terminated by either party with written notice. Contractor shall be compensated only for services rendered prior to termination, subject to any deductions for penalties and damages.

**Acknowledgment & Signatures**

By signing below, Contractor acknowledges having read, understood, and agreed to the terms of this Agreement.

**Acknowledgment & Signatures**

By signing below, both parties acknowledge that they have read, understood, and agree to the terms of this Agreement.

|   |                         |
|---|-------------------------|
| Contractor Name: <u>Luis Miguel Puris</u>   | Date: _____             |
| Contractor Signature:  | Date: _____             |
| Company Representative: Fernando J.<br>Torres Martínez  | Title: Owner            |
| Company Signature:   | Date: <u>2025-09-22</u> |