

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

TORRES TRANSPORTATION ONE LLC

Independent Contractor Agreement

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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Independent Contractor Agreement

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. Torres Martínez	Title: Owner
Company Signature: 	Date: <u>2025-09-04</u>