

Contract Agreement

INDEPENDENT CONTRACTOR AGREEMENT

Contractor - Subcontractor

This Independent Contractor Agreement (hereafter "Agreement") is here by entered into by and between Fleet Focus Pro (ABN 87339549758) (hereafter "Contractor") and (ABN) (hereafter "Subcontractor").

WITNESSETH

WHEREAS, Contractor is engaged in the business of providing delivery services, including parcel delivery services, for its customers, which include large transportation companies, freight brokers and other carriers; and

WHEREAS, Subcontractor operates an independent delivery business currently authorized to operate as a motor carrier of property in the state or states in which Subcontractor performs delivery services; and

WHEREAS, Subcontractor owns, leases or is in otherwise lawful possession of motor vehicle and other equipment suitable for the performance of professional delivery services. Subcontractor further agrees all equipment meets applicable legal requirements; and

WHEREAS, Subcontractor wishes to enter into this Agreement to perform certain delivery service;

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, the parties agree as follows:

TERMS

1. SUBCONTRACTOR'S SERVICES

1. Subcontractor represents that it is engaged in the independent business of providing delivery services and further represents that it maintains all licenses and permits necessary to perform such services, including, if applicable, any state or federally required permits or business licenses, such as a motor carrier permit, for the locality or localities in which Contractor performs services.
2. In exchange for the delivery fees negotiated by the parties. Subcontractor agrees to fully perform all delivery work accepted by Subcontractor in a timely, efficient and safe manner and in accordance with all customer or shipper specifications. Full performance of a delivery job shall include, But is not limited to, pickup (including loading) and delivery (including unloading), safe transport, and timely submission of all properly completed documentation required by the shipper and/or its customer.
3. Contractor shall have no right to, and shall not, control the manner or prescribe the method Subcontractor uses to complete accepted delivery jobs. Subcontractor shall be solely responsible for determining the most effective, efficient and safe manner to perform the services relating to each job, including determining the manner of delivery

and pickup and route selection.

4. At Subcontractor's discretion, Subcontractors shall have the right to refuse any delivery job offered by Contractor. Following acceptance, however, Subcontractor may not refuse to perform a delivery unless expressly waived by both parties. Failure to provide promised services on accepted delivery jobs shall constitute a material breach of this Agreement.
5. A delivery shall be deemed complete when: (1) the pickup and/or delivery has been completed as specified by the shipper; (2) Subcontractor furnishes to Contractor and/or Contractor's customer all data and/or paperwork required by the shipper; and (3) Subcontractor renders an accurate and complete invoice to Contractor for the service. To be complete, such invoice shall include all related bills of lading, proof of delivery and other shipping documentation (hereafter "shipping documentation"). If mutually agreed upon by the parties, Subcontractor's submission of the shipping documentation may serve as Subcontractor's invoice for the services performed.
6. Should Subcontractor fail to complete the contracted services in accordance with the terms specified by the shipper, Subcontractor shall forfeit all or a portion of the fee relating to that delivery. Any reduction in the delivery fee shall be based upon proof provided by the shipper, recipient, Contractor, Subcontractor and any other party with information relevant to the dispute. Based on the information made available, Contractor shall make the initial determination as to whether a service failure occurred and, if so, the extent to which the failure was caused by Subcontractor. If Subcontractor was responsible for the service failure, and the shipper fails or refuses to pay the delivery fee, Subcontractor shall forfeit the entire delivery fee owed. If Subcontractor was responsible for the service failure and the shipper pays only a portion of the delivery fee, the unpaid portion of the fee shall be reduced from the amount owed to Subcontractor. If both Contractor and Subcontractor are responsible for the service failure, the fee paid by the shipper (whether it be the complete amount or only partial payment) shall be split between Contractor and Subcontractor based on their relative percentage of fault.
7. If, under this Agreement, Subcontractor elects to perform delivery services on a regular basis, such as providing daily delivery service for a particular geographic area, Subcontractor shall be responsible for performing the services even during periods when Subcontractor is personally unavailable. In such instances, it shall be Subcontractor's responsibility to arrange for the services to be performed by Subcontractor's employee, agent or subcontractor. Failure to make coverage arrangements shall constitute a material breach of this Agreement (unless excused by mutual agreement).

2. PAYMENT OF DELIVERY FEES

1. Contractor shall pay Subcontractor for all services properly completed. The Contractor shall create Recipient Created Tax Invoice. The Subcontractor agrees for the same.
2. Payment by Contractor shall be deemed accurate and complete unless disputed by Subcontractor within thirty (30) days of payment. To dispute a payment, Subcontractor must provide written notice of the dispute to Contractor, with the notice specifying the reason for the challenge. In the absence of such timely written notice, Subcontractor's

right to dispute the payment shall be waived and the payment shall become final.

3. If Contractor fail store it payment to Subcontractor in a timely and accurate manner, Subcontractor shall have the right to seek proper payment through any legal means contemplated by this Agreement. However, to bring a claim for improper or incomplete payment under this Agreement, Contractor must first satisfy the notice requirement contained herein.
4. If, after payment is made, Contractor discovers that Subcontract or failed to submit all documentation required by the shipper, or submitted incomplete or inaccurate shipping documentation, Contractor shall have the right to recover the amount of the improperly invoiced delivery fee from any amounts owed to Subcontractor. To recover an improperly invoiced payment, Contractor must notify Subcontractor of the error within thirty (30) calendar days of the date on which the payment was made. If notice of the error is not made within the thirty (30) day period, it shall be deemed waived.

3. NON EXCLUSIVE ARRANGEMENT

1. The parties recognize that both Contractor and Subcontractor are, or may be, engaged in similar delivery service arrangements with other entities. Nothing in this Agreement shall preclude Subcontractor from doing business with other transportation providers (including competitors) or from performing services directly for Subcontractor's own customers. Absent any legal restriction, Subcontractor shall have the right to perform delivery services for other companies, entities and customers at the same time as Subcontractor performs the services covered by this Agreement. Subcontractor agrees, however, to abide by all laws prohibiting the commingling of packages from different in direct air carriers, or other similarly regulated carriers.
2. Subcontractor shall not, however, during the term of this Agreement, divert or attempt to divert any delivery order offered by Contractor or Contractor's customer to a competitive carrier or directly to Subcontractor itself.

4. NON-COMPETE TERMS

1. The Sub- Contractor may engage in other work during the Term of engagement with Fleet Focus Pro (ABN 87339549758) provided it does not conflict with the Contractor's obligations under this Agreement
2. If the Sub-Contractor becomes aware of any conflict of interest between this Agreement and any other work it has been offered or is undertaking, it must inform the Principal immediately in writing and take all steps as reasonably agreed with the Principal to resolve the conflict.
3. The Sub-Contractor agrees that in consideration of the contract and remuneration provided under this agreement, during the Term and when the Term ends, it will not as a sole trader, partner, manager, employee, director, consultant, advisor, shareholder, unit holder, trustee or with any other entity in which the Contractor may at any time have any direct or indirect interest do any of the following:
4. Compete with the Principal's business, enter into business arrangements, advise, work for, consult with, provide services to, or in any way assist a competitor of the Principal;

5. Directly approach, canvass, solicit or deal with any client or customer of the Principal with whom the Sub-Contractor had business contact with during the Contractor's employment with the Principal (who were clients or customers at the date of termination of the Agreement or within the 12 months prior);

5. SUBCONTRACTOR'S EQUIPMENT

1. Subcontractor warrants that it shall use the vehicle(s) to perform the services. Subcontractor shall indemnify, defend and hold harmless Contractor, its customer, and the shipper from any and all damages, liability, and expense, including attorneys fees, or other cost to which Contractor, its customer, or the shipper is or are subjected to or required to pay as a result to fits vehicle.
2. Subcontractor represents that the vehicles utilized to perform services, meet all the industry and regulatory standards and shall be in full working condition and properly licensed and registered to lawfully perform the contracted services. Subcontractor further agrees to provide Contractor with all required certificates of inspection necessary to comply with federal and state requirements.
3. Subcontractor recognizes the importance of vehicle appearance and cleanliness in the delivery industry. Therefore, Subcontractor agrees to maintain the listed equipment in a clean condition consistent with the pattern and practice in the delivery industry. Subcontractor and Subcontractor's employees, assistants and subcontractors shall be expected to maintain a professional appearance while on the premises of entities where pickups and deliveries are made. Contractor (including its employees, assistants and subcontractors) shall have no obligation to wear a uniform or clothing of any type bearing Contractor's or Contractor's customer's name, logo or colors, unless otherwise required by the shipper or recipient for security purposes.
4. Subcontractor shall be responsible for all co stand expenses incident to its personnel and equipment in performing services under this Agreement, including, but not limited to, costs of fuel, fuel taxes, tolls, wages, employment taxes, excise taxes, permits of all types, detention and accessorial services, base plates, gross revenue taxes, road taxes, equipment use fees and taxes, licensing, insurance coverage and any other tax, fine or fee imposed or assessed against the equipment or Subcontractor by any state, local, or federal authority as a result of an action by Subcontractor or its employees,agents,or subcontractors in the performance of this Agreement.
5. Except as otherwise required by law, Subcontractor assumes all risk of damage or loss to its vehicles, equipment and supplies, including those utilized to perform the services contemplated by this Agreement. Subcontractor further agrees to indemnify and hold harmless Contractor and its customers against any and all liability claims and demands for personal injury or property damage asserted against Contractor or its customer by reason of the use and operation of Subcontractor's vehicles during the term of this Agreement.
6. Subcontractor shall be responsible for complying with all applicable laws, rules, ordinances and other requirements imposed by federal, state, county or municipal government authorities relating to and concerning the fitness and competency of those

persons operating Subcontractor's equipment and the ownership, maintenance and preparation of the equipment. Subcontractor shall indemnify and hold harmless Contractor and its customers against any and all liability, including attorneys' fees and other legal expenses, imposed or claimed to be imposed upon Contractor or its customers arising directly or indirectly from the failure of Subcontractor or its employees, agents, servants, subcontractors or representatives, to comply with the provisions of this Agreement or the failure to exercise legally required due care in the performance of the services contemplated by this Agreement.

7. Subcontractor shall not be required to purchase, lease or rent any products, equipment or services from Contractor or its customer as a condition of entering in to this Agreement. However, due to the nature of the delivery business, Subcontractor must maintain and utilize communication equipment compatible with that used by Contractor and/or its customer. In the event. Subcontractor elects to voluntarily rent any equipment from Contractor or its customer; such rental shall be at fair market value and shall be memorialized in a separate agreement.

6. SUBCONTRACTOR'S PERSONNEL

1. In lieu of rendering services directly, Subcontractor shall have the right to employ, furnish and supervise qualified licensed drivers and other qualified individuals and employees, as required, to perform the services covered by this Agreement. All such individuals, employees and contractors, utilized by the Subcontractor must meet the qualifications required of Subcontractor hereunder.
2. Subcontractor shall be solely responsible for the direction and control of the employees, agents and subcontractors of Contractor, if any, performing labor pursuant to this Agreement, including their selection, hiring, firing, supervision, assignment, and direction, the setting of wages, hours and working conditions, and the adjustment of their grievances. Subcontractor shall determine the method, means and manner of the performance of the work of its employees, agents and subcontractors.
3. Subcontractor assumes full and sole responsibility for the payment of all compensation, wages, benefits and expenses of its employees, agents, and subcontractors, if any, and for all required income tax withholdings, insurance, and work cover as to Subcontractor and all persons employed by Subcontractor in the performance of services under this Agreement, and Subcontractor shall be responsible for meeting and fulfilling the requirements of all regulations now or hereafter prescribed by legally constituted authority with respect thereto. Contractor and its customers shall not be responsible for the wages, benefits or expenses due Subcontractor's employees, agents, or subcontractors.
4. All pay, benefits, and working conditions of Subcontractor's employees, agents, or subcontractors are a matter of agreement solely between Subcontractor and its employees, agents, or subcontractors. Neither Subcontractor nor its employees, agents, or subcontractors shall receive any vacation pay or holiday pay from Contractor or its customers, nor shall they participate in other Contractor benefits, if any, available to Contractor's employees, agents, or subcontractors or Contractor's customer's employees,

agents, or subcontractors (even if Subcontractor or its employees, agents or subcontractors are found to be employees of Contractor or its customer by a court or agency of competent jurisdiction).

5. Before utilizing any driver to perform delivery services under this Agreement, Subcontractor agrees to conduct a background check, including driving record, and a drug and alcohol screen of the driver and provide verification of such to Contractor. Subcontractor shall be responsible for all costs associated with performing background checks and drug and alcohol screening of Subcontractor's drivers. Upon request, Subcontractor shall make its records demonstrating compliance with the foregoing requirements available to Contractor for verification. Upon execution of this Agreement, Subcontractor shall deliver to Contractor any and all documentation for Subcontractor's drivers required to be submitted to Contractor by the rules and regulations including leasing regulations, and the rules of the appropriate regulatory agencies having jurisdiction.

7. RELATIONSHIP OF THE PARTIES

1. This Agreement is between two co-equal, independent business enterprises that are separately owned and operated. The parties intend this Agreement to create the relationship of principal and independent contractor and not that of employer and employee. The parties are not employees, agents, joint venturer's or partners of each other for any purpose.
2. None of the provisions of this Agreement shall be interpreted as creating the relationship of employer and employee between Subcontractor and Contractor or between Subcontractor and Contractor's customer at any time, under any circumstances or for any purpose. Neither party shall have the right to bind the other by contract or otherwise except as specifically provided in this Agreement.
3. Contractor shall have no right to, and shall not, control the manner or prescribe the method of accomplishing those services which shall be contracted to, and performed by, Subcontractor pursuant to this Agreement, and the general public and all governmental agencies regulating such activities shall be so informed.

8. SUBCONTRACTOR'S EXPENSES

1. Subcontractor shall be responsible for, and shall pay, all costs and expenses of doing business, including, but not limited to: tolls, fuel, oil, tires, repairs, garaging, parking and maintenance of vehicle(s) and other equipment, as well as, office overhead, salaries/wages/compensation for employees and subcontractors, taxes and any other business expenses that may be required to perform the services covered by this Agreement.
2. The parties agree, and Subcontractor here by explicitly acknowledges, that the delivery fees paid to Subcontractor pursuant to this Agreement shall constitute the entire amount to be paid to Subcontractor for the contracted delivery services. As such, Subcontractor acknowledges the fees are intended to cover both Subcontractor's lab or costs and business expenses.

9. INSURANCE

1. Subcontractor agrees to maintain, throughout the life of this Agreement and for so long as services are furnished to Contractor, insurance of the types and in the amounts specified in this Agreement. All required insurance policies must be issued by an insurance company authorized to do business in the state or states in which Subcontractor does business. Contractor acknowledges that failure to secure or maintain satisfactory insurance coverage shall be deemed a material breach of this Agreement and shall result in the immediate termination of the Agreement and the loss of Subcontractor's right to perform the delivery services covered by this Agreement.

1. Vehicle Insurance. Subcontractor shall maintain commercial vehicle liability insurance on each vehicle used by Subcontractor to perform services under this Agreement. Subcontractor shall provide evidence of such insurance coverage by delivering to Contractor, before its equipment performs services under this Agreement, current certificates of vehicle liability insurance. To ensure public safety, Subcontractor further agrees to provide updated certificates each time Subcontractor purchases, renews or alters its insurance coverage. Furthermore, Subcontractor must provide Contractor with written notice at least thirty (30) days prior to cancellation of any insurance policy required by Contractor. For the purpose of receiving notice in the event Subcontractor's insurance coverage lapses, Subcontractor shall list Contractor and/or Contractor's customer (as specified by Contractor) as an additional insured on Subcontractor's vehicle insurance policy. Notwithstanding the foregoing, Contractor shall have no right to control Subcontractor's selection or maintenance of its insurance policies.

2. Worker's Compensation Insurance. Subject to the limited exceptions referenced below, Subcontractor shall maintain workers' compensation insurance to the extent required by law covering all individuals performing services under this Agreement. Proof of such coverage must be submitted to Contractor and/or its customer before any individual may perform services under this Agreement.

10. INDEMNITY

1. Subcontractor agrees to indemnify, protect and hold harmless Contractor from any and all claims, demands, damage, suits, losses, liabilities and causes of action arising directly or indirectly from, as a result of or in connection with, the actions of Subcontractor and/or Subcontractor's drivers, helpers, and personnel (whether employees or subcontractors) arising from the performance of services under this Agreement, including personal injury or death to any person, including Subcontractor and/or Subcontractor's employees. Subcontractor's obligations hereunder shall include Contractor's and its customer's cost of defense as well as the payment of any final judgment rendered against Contractor and/or its customer.

2. Subcontractor agrees to indemnify, protect and hold harmless Contractor and its customers from any and all tax liabilities and responsibilities for payment of all federal, state and local taxes, including, but not limited to all payroll taxes, self employment taxes, workers compensation premiums, and any contributions imposed or required under federal, state and local laws, with respect to Subcontractor and Subcontractor's

drivers, helpers, and other personnel (whether employees or subcontractors).

3. Subcontractor shall be responsible for, indemnify and hold harmless Contractor and its customer from all costs of Subcontractor's business, including, but not limited to, the expense and responsibility for any and all applicable insurance, local, state or federal licenses, permits, taxes, and assessment so fany and all regulatory agencies, boards or municipalities.

11. LICENSES/PERMITS

1. As a condition of doing business with Contractor, Subcontractor must be fully licensed to operate as a motor carrier in the state or states in which Contractor performs services, and in the municipality in which Contractor's business is located.
2. If requested, Subcontractor must furnish to Contractor copies of all business and other licenses and permits required by state, local, and federal law, including a business license issued by the city or municipality in which Subcontractor is located or performs services. To ensure all such permits and licenses remain current, Contractor shall, upon request, be entitled to review such licenses and permits from time to time.

12. ACCIDENTS AND DAMAGEDFREIGHT

1. Subcontractor shall make a full and complete report to Contractor and/or its customer of any and all accidents in which Subcontractor or any of its drivers, helpers, and personnel (whether employees or subcontractors) are involved while transporting cargo for Contractor or its customers. The report should detail any and all loss or damage to the cargo being transported, which report may be initially be made by telephone, followed by a written report within five(5) days of the occurrence.
2. Subcontractor shall be liable to Contractor, its customer and/or the shipper for all damage, shortage, spillage, contamination or other loss to any package that occurs while in the possession, custody or control of Subcontractor or its drivers, helpers, and personnel (whether employees or subcontractors). Contractor agrees to notify the shipper and/or On Trac of any damage or loss as soon as practicable after damage or loss occurs.
3. Subcontractor agrees to cooperate with Contractor and/or the shipper to resolve cargo claims as quickly as possible, including those caused by Subcontractor's contractor. If Subcontractor disputes liability for damage or loss, Subcontractor shall have the right to take all lawful action to seek or its customer is held liable for any loss or damage to cargo caused by Subcontractor, Contractor and/or its customer shall have the right to recover such amount from Subcontractor.

13. RECORDS

1. Subcontractor agree stop repare and maintain all documentation necessary to operate as a motor carrier in the state or states in which Contractor operates, including maintaining hours of service logs, maintenance and inspection logs, manifests and driver logs.
2. Similarly , Contractor shall prepare and maintain all documentation required by law regarding its relationship with Subcontractor and, in cases involving a Leased Vehicle (as required under the DOT regulations), all manifests, documents pertaining to loss and damage claims, and all other papers and records regarding the use of the Leased

Vehicle.

3. Contractor and subcontractor mutually agree to provide to each other copies of any document required to be maintained under this Agreement within a reasonable period of time following a written request.

14. INFORMATION EXCHANGE

1. The parties understand that in today's information age, a critical component of delivery services is the customer's ability to access near real time information regarding the cargo being transported. Therefore, in addition to the delivery services Subcontractor agrees to perform under this Agreement, Subcontractor also agrees to furnish the following information if requested by the shipper: pickup/delivery time, interim status of package in transit, the recipient's identity and the recipient's signature.
2. Subcontractor may communicate this information to Contractor or its customer using any communication equipment compatible with Contractor's or its customer's system. Contractor and/or its customer shall provide all necessary specifications to enable Subcontractor to determine compatibility of its communications equipment before services are to be performed pursuant to this Agreement.

15. ENTIRE AGREEMENT

1. This Agreement shall constitute the entire Agreement between the parties and shall supercede any other or oral agreements between the parties with respect to the subject matter hereof. The terms and provisions of all Appendices attached hereto and executed by the parties shall be fully incorporated into this Agreement by this reference. This Agreement may not be altered or amended except by a writing signed by both parties.
2. This Agreement may not be assigned by either party without written consent of the other and shall be binding upon the parties here to, including their heirs and successors.
3. If any term, covenant, condition or provision of this Agreement or the application thereof to any party or circumstance shall, at any time, or to any extent, be determined invalid or unenforceable, the remaining provisions hereof shall not be affected and shall be deemed valid and fully enforceable to the extent permitted by law.

16. TERM OF AGREEMENT

1. This Agreement shall become effective on (the "Effective Date") and shall remain in effect until terminated as follows:
 1. At any time upon the mutual written consent of the parties here to.
 2. By either party without cause upon 24 days' prior written notice to the other party, with the date of mailing commencing the notice period.
 3. If one party materially breaches this Agreement, this Agreement may be terminated upon five (5) days' prior written notice to the breaching party, with such notice specifying the breach relied upon.