ML BROKERAGE FIRM, LLC

FREIGHT BROKER AGENT

CONTRACT

This Agreement executed this _____ day of _____, 20____, by and between **ML BROKERAGE FIRM, LLC**, **dba ML Brokering and Freight Forwarding**, hereinafter referred to as ML Brokerage, a corporation duly registered in Georgia with MC# 1348916 and USDOT #3788762, called "**The Principal**", and _____, hereinafter referred to as "**Contractor**".

WHEREAS:

1. POSITION AND TERMS OF ENGAGEMENT

1.1 The **Principal** engaged the **Contractor** for 12 months effective the _____ day of _____, 20____ as **FREIGHT BROKER AGENT.**

2. FEES

2.1 The Contractor will be paid on commission basis depending on the WEEKLY sales. Whereas, the independent contractor will receive 60% of all sales and ML Brokerage will receive the remaining 40% thereof.

3. DURATION

3.1 The Contractor shall commence work for **one year** starting on _____ day of _____, 20____ with an option to renew the contract provided a 30-day notice is communicated prior to expiration of contract.

4. CONFIDENTIALITY, SECURITY AND SAFETY

4.1 The **Contractor** undertakes to adhere to the policy on integrity and professional conduct of the **Principal**.

4.2 The Contractor shall keep confidential and shall not disclose or make available directly or indirectly to any third party, any information or material of

whatever nature and in whatever medium including, but not limited to, verbal, written, photographic, mechanical, magnetic, optical, microfilm, or computer information or material which is communicated to the other party in the course of providing the Services to the Company, the Principal and/or its clients ('the Confidential Information") provided however that such information or material is not:

> **4.2.1.** in the public domain;

> **4.2.2.** independently developed or acquired;

> **4.2.3.** required to disclosed by law; or

> **4.2.4.** disclosed with the written consent of the disclosing party.

4.3 The Contractor shall not use or access Confidential Information for any reason except as is necessary to perform the Services.

5. OTHER AGREEMENTS

5.1 The Contractor has no authority to enter into any agreement on behalf of the Principal without the Principal's written consent.

5.2 The Contractor undertakes that they shall at all times:

> **5.2.1** comply with all procedures, rules, regulations, standards of conduct and lawful directions of the Company, the Principal.

> **5.2.2** not to commit any criminal offense, and not otherwise breach any law or regulation which could adversely affect the interests of the Company, the Principal and/or its clients;

> **5.2.3** not otherwise act in any manner that could disrupt or adversely affect the Company, the Principal and/or its client's business reputation, interests or goodwill.

6. FURTHER TERMS AND CONDITIONS

6.1 The Contractor shall be responsible for filing his/her own business taxes and maintaining their annual business reports with their Secretary of State

7. INDEMNITY

7.1 The Contractor will identify the Principal against any and all losses arising out of the acts or omissions of the Contractor.

8. TERMINATION

8.1 This agreement may be terminated by the **Principal** or the Contractor giving notice to the other in accordance with the terms and conditions of the

contract. Contractor shall give at least one (1) month's notice to the **Principal** if he/she intends to terminate this contract. The **Principal** should give at least 10 calendar days' notice to the Contractor should it see the need to terminate this contract and/or for non-renewal.

8.2 This agreement may be terminated immediately should there be any violation of ML Brokerage's policy on integrity and professional conduct.

9. COVENANT NOT TO COMPETE

9 .1 The **Contractor** agrees that at no time during the term of his/her contract with the Company, the **Principal** shall engage in any business activity which is competitive with the **Principal** nor work for any company which competes with the **Principal**.

9.1.1 Non-compete. For a period of one (1) year immediately following the termination of this contract, the Contractor shall have the option to renew contract; All current accounts shall remain with ML Brokerage Firm and shall not be solicited for himself or on behalf of any other person or business enterprise, engage in any business activity which currently competes with the Company, the Principal.

9.1.2 Non-solicitation. During the term of his/her Contract, and for a period of one (1) year. The Contractor agrees not to solicit any current employee or independent contractor of the **Principal** on behalf of any other business enterprise, nor shall Contractor induce any employee or independent contractor associated with the **Principal** to terminate or breach an employment, contractual or other relationship with the **Principal**.

9.1.3 Soliciting Customers After Termination of Agreement. For a period of one (1) year following the termination of the Contract, the Contractor shall not, directly or indirectly, disclose to any person, firm or corporation the names or addresses of any of the customers or clients of the **Principal** or any other information pertaining to them. Neither shall he/she call on, solicit, take away, or attempt to call on, solicit, or take away any customer of the Principal on whom he/she have called or with whom he/she became acquainted during the term of his/her contract, as the direct or indirect result of his/her contract with the **Principal**.

10. INJUNCTIVE RELIEF

10.1 The Contractor hereby acknowledges (1) that the Principal will suffer irreparable harm if there shall be a breach of his/her obligations under this Agreement; and (2) that monetary damages will be inadequate to compensate the **Principal** for such a breach. Therefore, if there exists a breach of any of such provisions, then the Principal shall be entitled to injunctive relief, in addition to any other remedies at law or equity, to enforce such provisions.

11. SEVERABLE PROVISIONS.

11.1   The provisions of this Agreement are severable, and if any one or more provisions may be determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions and any partially unenforceable provisions to the extent enforceable shall nevertheless be binding and enforceable.

Signed by the Company
Signed on behalf of ML Brokerage Firm

NAME: _____

DATE: _____ day of _____, 20____.

Signed by the Contractor

NAME: _____

DATE: _____ day of _____, 20____.