Anderson Transportation & Logistics, LLC.

This Agreement is made by and between Anderson Transportation and Logistics, LLC., Anderson, SC (**ATL**) and _____(agent).

Whereas Anderson Transportation and Logistics, LLC is duly licensed property broker engaged in the brokerage of general commodities transportation services, and **AGENT** desires to act on **ATL's** behalf in marketing and providing these services; the parties agree as follows:

1. **ATL** appoints **AGENT** to solicit, book, quote rates and dispatch general commodities shipments and to maintain proper records to facilitate the billing, collection and Carrier payment process. **AGENT** nor his employees or assignees has No Authority to represent **ATL** in any other capacity without Prior Written approval from **ATL.**

2. AGENT is and shall continue to conduct business as an independent contractor and as such shall be responsible for all taxes and statutory compliance issues both Federal and Local that apply. Nothing in this agreement is to be construed or imply that **AGENT** is an employee of **ATL. AGENT** retains total control over the operation of his business and works at his own direction. Commission will be paid in **ATL** accordance with **Appendix A** attached to and made part of the Agreement.

3. **ATL** shall pay **AGENT** monthly commission of _____percent of the Gross profit of each billed shipment. Gross profit is defined as the Total Billed revenue less payments to the carrier. ATL reserves the right to take out of pay any out of the ordinary charges that may have to be paid to carrier, (detention, etc.) Commissions shall be paid by the 10th day of the following month for all new business that was sold during the calendar month. Commissions to be paid and reported on a 1099 basis (no taxes or benefits declared). **AGENT** will provide Company with Federal Tax ID number or Social Security Number.

4. **AGENT** shall obtain prior approval from **ATL** for all customer credit limitations. It shall be the responsibility of the **AGENT** to adhere to these credit limits, **AGENT** will be liable for all uncollected billing that is over the limits set by **AGENT.**

5. **CHARGEBACKS: AGENT** is responsible to secure in writing a schedule of rates, or a rate confirmation from every customer to cover all billed loads. If as a result of **AGENT's** failure to secure such confirmation, **ATL** is unable to collect all or part of a billed load or loads, **AGENT** shall be subject to CHARGE BACK of entire amount uncollected. CHARGEBACKS due to weight, rate or other billing errors shall be to the extent of the **AGENT's** commission percentage.

6. **AGENT** shall utilize only qualified and approved carriers, subject to **ATL** approval.

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7. The **AGENT** shall have full authority to employ such salesmen at such compensation and on such other conditions as he deems proper to sell the services of **ATL**. The contract to be made by the **AGENT** with such salesmen shall contain a provision that such salesmen are the employees of the **AGENT** and are to be paid by him alone, and that in employing such salesmen, the **AGENT** is acting individually and not as agent or attorney for **ATL**.

8. **ATL** shall furnish its **AGENT** at its own expense, advertising material and other sales material to be used by the **AGENT** in connection with his agency hereunder. Any material that has been furnished to the **AGENT** shall remain the property of **ATL,** and shall be returned by the **AGENT** to **ATL** immediately upon termination of this agreement.

   Materials and information supplied such as, Policy and Procedure Manual, rates schedules, advertising material, forms, etc., are the sole property of ATL and may not be duplicated.

9. The **AGENT** shall assume and pay all the costs of conducting the sales agency hereunder. This shall include the aforementioned commissions or other compensation to salesmen and other employees in his company. Although if an agent needs some sales assistance from ATL's home office, this will be available.

10. If the **AGENT** violates any provision of this agreement, or becomes insolvent or bankrupt, or for any other reason, **ATL** may, on 30 days written notice to the **AGENT**, terminate this agreement.

11. If the **AGENT** is authorized only to perform the duties that are specifically set forth in the agreement, to wit; the **AGENT** is not authorized to bind **ATL** on any other matters.

12. All billing and collection for services is to be done by **ATL**, unless alternate arrangements have been mutually agreed upon.

13. AGENT's customers will not be solicited by **ATL** while contract is in force and effect, unless **AGENT** request from **ATL** sales assistance; up to a period of (6) months from termination of agreement.

14. If contract is cancelled by either party and **AGENT** no longer is in the transportation business, and actively in contact with their customers, **ATL** will have the authority and responsibility to follow up with said customers to ensure that any outstanding business is handled to its completion. **ATL** will continue to pay **AGENT** his commission for up to 6 months, even thought they are no longer actively involved in the transportation business.

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15. This agreement shall in all respects be construed in accordance with and governed by the laws of the state of **South Carolina**.

16. This agreement constitutes the complete agreement between the parties hereto and supersedes and cancels any and all prior communications and agreements between the parties with respect to the subject matter hereof.

17. The term of the sales agency agreement shall be _____ year(s) from the date hereof and will renew automatically unless terminated by either party with thirty (30) days written notice to the others.

18. IN WITNESS WHEREOF, the parties have signed this agreement on the day and year first above written.

_____   _____

AGENT   **ATL**

_____   _____

TITLE   **TITLE**

_____   _____

DATE   **DATE**