
Help Us Help U Logistics Inc.

Broker Agent Agreement

BROKER AGENT AGREEMENT

AGREEMENT: made this _____ day of _____, _____, shall govern the compensation arrangements, payment terms, and responsibilities of, _____, (hereinafter referred to as Agent) and Help Us Help U Logistics Inc., (hereinafter referred to as Broker), a licensed broker of property authorized by the Federal Highway Administration, pursuant to Docket No. MC#061789

The purpose of this Agreement is to establish a working relationship whereby the BROKER supports the AGENTS transportation activity to the benefit of both parties. The AGENT, having fulfilled the terms and conditions of this AGREEMENT, may operate their agency under the authority of licensed property BROKER.

For the purpose of this Agreement, the definition of a Shipper is any person or company who is responsible for paying an invoice for the movement of freight. A Carrier is any person or company authorized by the Federal Motor carrier Safety Administration (FMCSA) as a mode of transportation for interstate commerce.

WHEREAS, Broker has earned the respect of the US shipping and transportation communities, and

WHEREAS, Broker has developed transportation contracting and remitting capabilities that relieves Agents of burdensome paperwork, including credit acceptance and collections as well as other features that benefit the Agent's brokering activities and,

WHEREAS, Agent desires Broker, to perform certain administrative functions and desires affiliation with the Broker as a creditworthy service institution and Broker agrees not to circumvent or back solicit Agents customer/shipper base. Now,

THEREFORE, Agent and Broker agree to perform the following activities and to split commissions realized from their joint transportation brokering activity, in a manner agreed upon as set forth below.

AGENT DUTIES

Agent's duties in this Agreement are to secure commitments from Shippers and Carriers to move freight from one location to another including the following: (a) Agent must prepare the Brokers load confirmation agreement, with sufficient information to permit the Broker to legally contract with authorized Carriers. (b) Agent must conduct brokering activity in accordance with (C.F.R. 49 Section 370) (c) Agent must assist Broker with credit acceptance and collection procedures, and be liable for payment of uncollectable freight bills and for claims resulting from the errors and omissions of the Agent while performing his/her duties as defined by this Agreement. (d) Agent must offer to Broker all freight shipments in which they represent Broker as the party responsible for payments. Such freight brokered to other carriers without the knowledge and prior approval of Broker, is cause for immediate termination of the Agreement. Agent will tender all his or her freight business EXCLUSIVELY to Broker unless both the Agent and Broker agree to other arrangements in writing.

BROKER DUTIES

Broker's duties in this Agreement are to fulfill all legal requirements mandated by the U.S. Department of Transportation, and provide additional assistance to permit the Agent to legally negotiate the movement of freight under the license. Such duties include the following: (a) Broker must comply with all regulations of the Negotiated Rates Act of 1993 and 1995, as amended, with respect to Contracts of Transportation. Broker will be liable for undercharges resulting from contracting and billing errors committed by Broker. (b) Broker requires all motor carriers furnish documents to Broker of the current status of the operating authority granted by the Federal Motor Carrier Safety Administration (FMCSA), and insurance coverage maintained by the provider. (c) Broker is responsible for collecting transportation charges from shippers. (d) Broker is responsible for compensating the licensed carrier. (e) Broker settles commissions due to Agent.

COMMISSION SETTLEMENTS

All commissions due are settled by the close of business each business day. Agent may opt to be paid commissions by electronic (ACH) deposit. Deposits will be effective the next business day in the event of a banking holiday.

PROFIT COMMISSION

If agent agrees to a percentage of profits, Agent earns sixty (30%) commission based on the profit of each load. Agent is paid within 7 days of BROKERS receipt of a clean Bill of lading, as proof that the load tendered was successfully delivered to the ultimate destination.

MINIMUM COMMISSION

Broker must derive at least \$25 commission from any load as a minimum commission.

FINANCING ACCOUNTS

Agent's customers/shippers should be prompt in payment. Broker will finance accounts over 30 days past invoice as a matter of course, however, if Agent's shipper is 45 days or more days past date of invoice, Broker may negotiate a larger commission from Agent for that account. Shippers who are past due 60 days in payment may be barred, unless special arrangements are made. Agent will be notified by Broker of all accounts past due.

COLLECTIONS

Broker will commence collection activity on the 34th day from invoice by faxing or emailing a copy of the invoice and POD to Agent, and request assistance from Agent. Failing receipt of receivable on the 45th day, Broker will mail a copy of the past due invoice to shipper as a past due notice and credit to that shipper will be suspended, until account is paid to current status, or other arrangements are made. Agent is required to inform his clients that claims are a separate issue from payment of freight bill. Agent will assist in the settlement of any claim. Failing collection efforts of Agent against the shipper the amount paid to carrier and Agent will be deducted from Agent's escrow account. If no escrow is available, a chargeback against outstanding Agent commissions will be made.

PRE-PAID INVOICING: Broker will invoice shippers without proof of delivery if the Agent can negotiate pre-paid billing.

BROKER ASSISTANCE

Broker will provide assistance in the formats listed below, and any other support deemed prudent by broker. (a) Broker will provide free listing of Agent's loads (up to 90 days), and will send truck-to-load matches to Agent's FAX/EMAIL by 8:00 A.M. Central time, Monday through Friday.(b) Broker may provide a printed (or software) list of all carriers, which have approved Broker's credit that lists equipment, phones, and names of dispatchers, fax numbers, etc. (c) Broker may network with other Agents for assistance with particular load requirements. (d) Broker will provide brokering service in the absence of Agent, and commission splits will be 50/50 based on the profit for loads successfully negotiated.

TERMINATION

Broker or Agent may terminate Agreement with 10 days written notice.

This agreement is deemed made in the state of _____ and shall be governed, interpreted, and construed in accordance with the laws of _____. Any claim or action under this agreement shall be brought exclusively in _____ County, _____.

Both parties agree to the following commission for compensation:

Percentage of Profits 70% to Broker and 30% to agent.

Help Us Help U Logistics Inc.

By:_____

Title:_____

By:_____

Title:_____