

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (this "Agreement") is made effective as of _____, 20____, by and between CG and E Logistics LLC (the "Recipient"), of 342 Anvil Draw PI Rock Hill, SC 29730, and _____ (the "Contractor"), of _____, _____, _____. In this Agreement, the party who is contracting to receive the services shall be referred to as "Recipient", and the party who will be providing the services shall be referred to as "Contractor."

1. DESCRIPTION OF SERVICES. Beginning on _____, 20____, the Contractor will provide some and/or all of the following services (collectively, the "Services"):

- Source leads for the Contractor's own use for phone calls referenced above
- Utilize "Company Leads" and those added by others
- Add "Leads" to the system
- Reach out to prospective Clients and sell logistics services including but not limited to dispatching, factoring, placement, and equipment sales.
- Maintain a working relationship with the Client(s) throughout the duration of the contract
- CC Upper Management of Recipient on all communications with the Client as requested
- Work with Upper Management and third party vendors on all phases and details of each assignment

2. PAYMENT FOR SERVICES. The Recipient will pay compensation to the Contractor for the Services on a "Commissions Only" basis per the Commissions Structure and Regulations listed in 'Exhibit A'. 'Exhibit A' includes Commissions, Recruiter Fees and monetary compensation for each service rendered. Contractor is an independent agent and will be paid as such. The Contractor agrees that services will be paid out on a paid if paid basis.

Conditions:

- All contracts and contract documents will be sent out and approved by the Recipient with notice from the Contractor.
- All drivers and clients must be pre-approved by Recipient's Human Resources Department or ownership directly and any and all required hiring documents and/or contractual agreements must be in place and approved by the Recipient prior to providing load information or otherwise allowing access to the Carrier information or load information.

- Any violation of these terms will be notified in writing and an agreeable course of action will be taken.

Payment Terms:

- Commissions are paid weekly and residually every Friday based on a cash flow and “pay if paid” basis. Commissions per the terms above are backdated one (1) week from the issuance of invoices to the client and/or the week that the payment is received by Recipient, dependent on cash flow basis.
- All residual commissions cease the day that Written Notice is received by either party of the other parties’ intent to dissolve the business relationship.

No other fees and/or expenses will be paid to the Contractor, unless such fees and/or expenses have been approved in advance by the appropriate executive on behalf of the Recipient in writing. The Contractor shall be solely responsible for any and all taxes, Social Security contributions or payments, disability insurance, unemployment taxes, and other payroll type taxes applicable to such compensation.

3. TERM/TERMINATION. This Agreement may be terminated by either party at any time with written notice to the other party. The executed ‘Non-Compete’ will remain in place for the duration agreed to both parties.

A regular, ongoing relationship of indefinite term is not contemplated. The Recipient has no right to assign services to the Contractor other than as specifically contemplated by this Agreement. However, the parties may mutually agree that the Contractor shall perform other services for the Recipient, pursuant to the terms of this Agreement.

4. RELATIONSHIP OF PARTIES. It is understood by the parties that the Contractor is an independent contractor with respect to the Recipient, and not an employee of the Recipient. The Recipient will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of the Contractor.

5. NO LOCATION ON PREMISES. The Contractor has no desk or other equipment either located at or furnished by the Recipient. Except to the extent that the Contractor works in a territory as defined by the Recipient, his or her services are not integrated into the mainstream of the Recipient's business.

6. NO SET WORK HOURS. The Contractor has no set hours of work. There is no requirement that the Contractor work full time or otherwise account for work hours.

7. EXPENSES PAID BY CONTRACTOR. The Contractor's business and travel expenses are to be paid by the Contractor and not by the Recipient unless otherwise agreed upon in writing by both the Recipient and the Contractor.

8. CONFIDENTIALITY. Contractor may have had access to proprietary, private and/or otherwise confidential information ("Confidential Information") of the Recipient. Confidential Information shall mean all non-public information which constitutes, relates or refers to the operation of the business of the Recipient, including without limitation, all financial, investment, operational, personnel, sales, marketing, managerial and statistical information of the Recipient, and any and all trade secrets, customer lists, or pricing information of the Recipient. The nature of the information and the manner of disclosure are such that a reasonable person would understand it to be confidential. The Contractor will not at any time or in any manner, either directly or indirectly, use for the personal benefit of the Contractor, or divulge, disclose, or communicate in any manner any Confidential Information. The Contractor will protect such information and treat the Confidential Information as strictly confidential. This provision shall continue to be effective after the termination of this Agreement. Upon termination of this Agreement, the Contractor will return to the Recipient all Confidential Information, whether physical or electronic, and other items that were used, created, or controlled by the Contractor during the term of this Agreement. Any use of the Recipients intellectual or proprietary property including but not limited to sub-contractors, clients, carriers, or drivers after the termination of this agreement will be considered theft and punishable under the full extent of South Carolina State Law.

This Agreement is in compliance with the Defend Trade Secrets Act and provides civil or criminal immunity to any individual for the disclosure of trade secrets: (i) made in confidence to a federal, state, or local government official, or to an attorney when the disclosure is to report suspected violations of the law; or (ii) in a complaint or other document filed in a lawsuit if made under seal.

9. INDEMNIFICATION. The Contractor agrees to indemnify and hold harmless the Recipient from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against the Recipient that result from the acts or omissions of the Contractor, the Contractor's employees, if any, and the Contractor's agents.

10. NO RIGHT TO ACT AS AGENT. An "employer-employee" or "principal-agent" relationship is not created merely because (1) the Recipient has or retains the right to supervise or inspect the work as it progresses in order to ensure compliance with the terms of the contract or (2) the Recipient has or retains the right to stop work done improperly. The Contractor has no right to act as an agent for the Recipient and has an obligation to notify any involved parties that it is not an agent of the Recipient.

11. ENTIRE AGREEMENT. This Agreement constitutes the entire contract between the parties. All terms and conditions contained in any other writings previously executed by the parties regarding the matters contemplated herein shall be deemed to be merged herein and superseded hereby. No modification of this Agreement shall be deemed effective unless in writing and signed by the parties hereto.

12. WAIVER OF BREACH. The waiver by the Recipient of a breach of any provision of this Agreement by Contractor shall not operate or be construed as a waiver of any subsequent breach by Contractor.

13. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

14. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of South Carolina.

SIGNATORIES. This Agreement shall be signed by Dwayne Corley

15. , Owner on behalf of CG and E Logistics LLC and by _____. This Agreement is effective as of the date first above written.

RECIPIENT:
CG and E Logistics LLC

By: _____ Date _____
Dwayne Corley OWNER

By: _____
Print _____ Date _____
CONTRACTOR