

AGENT COMMISSION AGREEMENT

This Agreement is entered into between _____ herein after referred to as Agent. and Triton Trafficking Logistics. herein after referred to as BROKER.

negotiating transportation in the Interstate and/or Interstate Commerce over the public highways, and WHEREAS. _____ is an AGENT operating in Interstate and/or Intrastate Commerce. pursuant to BROKERS operating authority issued by the Federal Motor Carriers Safety Administration and/or other appropriate commissions.

THEREFORE, in consideration of the mutual covenants and promises herein after set forth. the parties agree as follow:

1. AGENT DUTIES

- A. Agent must prepare the Load information with sufficient information to permit the Broker to legally contract with FHWA authorized Carriers.
- B. Agent must conduct brokering activity in accordance with accepted FHWA practices. C. Agent must offer to Broker all freight shipments in which they represent Broker as the party responsible for payments. Such freight brokered to other FHWA carriers without the knowledge and prior approval of Broker. is cause for immediate termination of the Agreement.
- D. The Agent shall uphold the good reputation of Broker and shall not misrepresent the services and abilities of Broker or disturb any present Broker accounts

2. BROKER DUTIES - Broker's duties in this Aureement are to fulfill all legal requirements Mandated by the FHWA plus additional assistance to permit the Agent to legally negotiate the movement of freight under the license by the following-. Such duties include the following:

- A. Broker must comply with all regulations of the Negotiated Rates Acts of 1993 and 1995. as amended. with respect to Contracts of Transportation.
- B. Broker will be liable for undercharges resulting from contracting and billing errors Committed by the Broker.
- C. The Carrier shall be liable for all loss, damage or liability occasioned by transportation of Property arranged for by the Agent while being transported or in carrier's custody.
- D. Broker must maintain current status of FHWA operating authorities and insurance for all Approved transportation providers.
 - E. Broker bills and collect transportation charges from shippers. F. Broker pays carriers.
 - G. Broker settles commissions due to Agent.
 - H. The Broker shall have the right to decline to ship, on any given account, on good cause and providing that the Agent is notified within 24 hours prior.

1. The Broker agrees not to circumvent or back solicit Agents customer/shipper base in any way.

- 3. STANDARD COMMISSION - Agent earns 509(commission from every load Brokered. Commission split is computed by gross Broker fee (**Please see Agency commission program**)
- 4. MINIMUM COMMISSION - Broker must receive at least \$25.00 commission from a any shipment as a minimum commission.

5. TERMINATION - Broker or Agent may terminate Agreement with a 10 days notice. After termination by either party, Agent must immediately cease all use of Broker's authority, sales material, computer system, and no longer associate him or herself with Broker. The Agent shall retain the right to transfer client account to another carrier after termination of the Agreement.
6. All legal actions, should any arise, shall be filed in the state of Tennessee and governed by the laws of Tennessee.
7. In the event of disagreement or dispute and legal action is pursued, the prevailing party shall be entitled to legal fees from the opposing party.
8. This Agreement contains the entire Agent contract and no changes can be made unless in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have signed their names on:

THIS DAY OF ,20

BY:

AGENT

BY:

BROKER

AGENT COMMISSION PROGRAMS

PLAN A

50/50 Program

All agents start on 50/50. The commission split 50¹⁰ to agent and 50% to Triton Trafficing Logistics of the stated commission on each load successfully brokered.

PLANII

40/60 Program

On all company Triton Trafficing Logistics generated load successfully brokered by the agent the commission split will be 40% to the agent and 60% to Triton Trafficing of the stated commission. Agent is compensated the following week after shipper has paid Triton Trafficing.

REQUIREMENTS FOR AGENTS

Agents are required to get at least one shipper approved and have one load moved within 30 days after they have been hired with Triton Trafficing to remain an Agent. Triton Trafficing Logistics, at its discretion, can cancel the contract with the Agent at 30 days if this requirement is not met.