RL Quote 3PSP Agreement

THIS AGREEMENT entered into on the "Effective Date" set forth below between, Reverse Logistics Association (hereinafter referred to as "RLA") and the party identified as the company on the signature line below (hereinafter referred to as "Company").

In consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. In consideration of RLA fulfilling the duties and responsibilities set forth herein, for business awarded through the RL Quote process of RLA, the **Company shall pay to RLA a finder's fee of $4,999 for business valued under $1 million, $9,999 for business valued at $1-2 million dollars, and $19,998 for business valued above $2 million.**

2. For purposes of this Agreement, the following definitions shall apply:
(a) The payment to RLA shall be made on all business related to the RFI that the Company has received after the "Effective Date".
(b) "Business" shall mean all services in the reverse logistics industry, including long-term exclusive contracts to purchase all returns from a Customer, resulting from a Request for Information (RFI) in RL Quote. Special situations will be considered and negotiated in good faith.
(c) "Customer" is the manufacturer or retailer who has engaged RLA to provide its RL Quote service as a means for finding potential service providers for the Customer.

3. **All fees payable to RLA pursuant to this Agreement shall be paid within 60 days of Company being awarded a contract for services to be performed** and shall include a copy of the contract awarded to the Company. RLA will sign a non-disclosure agreement, in addition to other documents which may be required by Customer and Company, to allow Company to disclose information related to the value of the business arrangements between Company and Customer.

4. Either Party may cancel this agreement at any time by providing 30 days written notice to the business address of the other party. In the event of such a cancellation, Company will owe all fees due on sales as set forth in paragraph 1.

5. **Company must be a Silver Member (or above) of the Reverse Logistics Association.**

6. RLA duties and responsibilities pursuant to this Agreement are as follows:
a) To allow Company to participate in the Request for Information (RFI) process.
b) Submit to Customers all Company responses to Requests for Information. Participation in the RFI process is non-exclusive to Company. Nothing contained herein shall prevent RLA from providing these same or similar services to other service providers. RLA is not an exclusive agent of the Company.

7. This contract encompasses the entire agreement of the parties and there are no other agreements of understanding, either written or oral.

8. This contract may not be modified or amended except in writing with the same degree of formality with which this contract has been executed.

9. Should any part or provision of this contract be adjudicated inoperative or invalid, the remaining provisions of the contract will remain in effect and operate as if the invalid or inoperative provision had never existed.

10. The interpretation of this contract and all transactions under it shall be governed by the laws of the State of California.

Reverse Logistics Association
Agreed to by Reverse Logistics Association – owned and operated by Reverse Logistics Trends, Inc.

Reverse Logistics Association
441 W. Main Street, Suite D
Lehi, UT 84043
Tel: 801-331-8949 x.17
Fax: 801-206-0090

Company: _____

Signature: _____

Name: _____

Title: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

Date: _____
"Effective Date"

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