



1.1. Solicit and procure orders and business on behalf of Company and promptly input into Company's computer system, by way of Agent's computer hardware and software that are compatible with specifications given to Agent by Company, on all loads acquired, as well as report all related activities to Company's central dispatch center.

1.2. Assist Company in soliciting and utilizing qualified equipment, motor carriers and Owner/Operators as independent contractors whenever deemed necessary by Company in order to increase the truck fleet utilized by Company for movement of its freight. Agent will assist Company in securing capacity to transport Agent's booked shipments, and shall assign and dispatch the trucks hauling Agent's shipments booked with Company.

1.3. Assist Company in assuring the safe operations and regulatory compliance of Company and in prevention of damages and claims, making vehicle inspections as well as investigating claims at the direction of Company.

1.4. Provide and maintain proper records and books relative to Agent's business, and make them available to Company at any time for inspection.

1.5. Acquire proper and accurate billing information on all loads moved and enter the information into Company's computer system. If there are any billing discrepancies from what was quoted to the independent contractor providing hauling capacity for any load booked by Agent, then Agent shall be responsible for any revenue shortages. Any collection issues or short pays that are not resolved within a reasonable time frame will cause the appropriate commissions to be deducted from the Agent unless the Agent has billed in accordance with the written contract or rate confirmations signed by the customer.

1.6. Acquire a correct billing account number through Company's credit department before moving any freight for any shipper Agent desires to do business with. If Agent fails to obtain credit approval from Company on any shipment, Agent shall be liable for any and all freight payments due to Company. Agent shall assist Company in the collection of freight charges and any other payments due Company or when the customer in question is an assigned customer of Agent or Agent booked the shipment at issue.

1.7. Provide Agent's best efforts to perform the duties of Agent as set forth in this Agreement and comply with such rules, policies and procedures as Company may enact and amend from time to time as well as any other duties customarily incident to such position.

1.8. Ensure that freight moved by Agent must have a contract with both the Shipper and a Brokerage Agreement and Load Confirmation with the Carrier assigned to transport the load on file at the Company's corporate office in Georgia or, if the load being hauled on Company affiliated Bennett equipment, have a signed rate confirmation sheet by the payer verifying charges in lieu of a shipper contract. Agent will fax a signed Load Confirmation for every load moved by the Assigned Carrier, and ensure that the Assigned Carrier has a current qualification package (including Brokerage Agreement, Insurance Certificate with unexpired coverage listing Company as additional insured). Any discrepancies without Brokerage Agreement or Load Confirmation shall be the sole responsibility of the Agent.

1.9. Provide priority to Company, if Agent's representation hereunder is non-exclusive and Agent tenders freight to other carriers for transportation, by first offering any freight to Company if Company has available suitable equipment and drivers to transport such freight.

1.10 PROTECTED CUSTOMER PROCEDURES

1.10.1. Account Protection: Agent's assigned customer accounts will be protected from other agents as long as Agent has booked and actually moved freight for that customer account within the preceding 90-day period. It is understood and agreed that providing rates only shall not protect a customer account for an Agent.

1.10.2. Government Freight/Spot Bidding: Government bases in Agent's local area will each be protected if listed in the Agency Agreement as an assigned account of Agent and for so long as Agent has booked and moved freight from that base within the preceding 30-day period. As to movement of freight between bases, the government base which controls carrier selection is the agent account for which credit will be given for the shipment. On all government loads booked, Agent has responsibility to ensure that it locates and assigns a truck to cover each shipment.

Spot-Bidding on the Electronic Transportation Acquisition (ETA) internet program for booking government freight shall be limited only to agents who represent the Company exclusively and who have been expressly authorized in writing by the Company, in its sole discretion, to participate in the ETA spot-bidding program under the Company's Carrier ID Code. Such "Spot-Bidding" activity is excluded from protected account status for an assigned government base. If an approved agent fails to properly cover any spot-bid shipment or follow Company policies and procedures, such agent may be excluded from future participation in the movement of government freight or the spot-bidding program.

1.10.3. Potential Customers: Providing rates only will not protect an account for a potential customer. For customer business which is being solicited, but not yet assigned to an Agent as an account, the Agent must submit a completed Customer Profile Form (see attached current form) and dated Rate Quote Sheets to the Director of Brokerage. Additionally, Agent shall submit a credit application for approval by the Company. Once these documents are submitted and approved by the Director of Brokerage, the Agent will have 30 days to secure the account and, during this time, the account will be a protected account for that Agent. If by the end of the 30-day period the Agent has not secured the potential customer's business, the account will be open for solicitation by other Agents unless the Company's management has given written authorization to extend the period for solicitation or has approved a specific project movement for such account.

1.10.4. Customer Request Agent: If a customer requests to transact business with the Company through an Agent other than the Agent to whom the customer is currently assigned under an Agency Agreement, the request must be in writing on the customer's letterhead or e-mail address to the Company. Upon receipt, the Company will consult with the assigned agent and the requested agent, and interview the Customer. In its sole discretion, the Company may make a reassignment of the account to the requested Agent. If the Company approves the

customer's request for a different Agent, the former Agent will be notified and shall receive no further commission for that customer account.

1.10.5. Customer Acquisition: If an existing Agent's customer is acquired through purchase, merger, change of control, or other similar manner by a customer assigned to another Agent, the former Agent transacting business with the original customer will retain that customer account unless the customer requests a change as set forth in 1.10.4 above.

1.10.6. National or Large Accounts: If a customer has multiple shipping locations, the account will be assigned to the Agent on a shipping site-specific basis only.

1.10.7. Customer Routing/ Logistic Company Accounts: The Agent who is assigned the customer who pays the freight bill (the "Bill To Customer") receives credit for the shipments for that Bill To Customer account. Provided, however, if a different party makes the ultimate decision on carrier selection (the "Control Customer"), then the Agent to whom this Control Customer account is assigned will receive credit for such shipments. The following scenarios are some examples of which Agent will receive credit based on the Control Customer:

- a. A shipper who makes the carrier or logistics company routing selection requests that the shipment be billed to the consignee. If the Agent's assigned customer originated the freight as the Shipper and made the ultimate selection of the carrier or logistics company, that agent would receive credit for the shipment.
- b. A third party company has a contract with a Shipper who originates freight from various vendors and ships to various consignees. If the third party company ultimately makes the decision on carrier selection, no matter where the shipment originates or is destined to, then the Agent who is assigned that third party Company will receive credit for such loads.
- c. A consignee originates the freight from a particular shipper and makes the ultimate decision on carrier selection. The Agent handling the consignee as an assigned account would receive credit for any such shipments.
- d. Another logistics company handles freight for a shipper with various shipping locations. The Company will assign an Agent on the basis of site-specific shipping locations.

1.10.8. Heavy Haul Shipments: For Heavy Haul shipments, the same account protection guidelines and procedures above will apply, including the exception from protected account status for government spot-bidding shipments. A "Heavy Haul" shipment is any cargo load, together with any securement devices, meeting one of the following criteria:

- (a) weight of cargo exceeds 50,000 pounds;
- (b) length of cargo exceeds 55 feet;
- (c) width of cargo exceeds 12 feet;
- (d) height of cargo exceeds 10 feet and 9 inches; or
- (e) specialized equipment (double drop, single drop stretch, RGN, any stretch trailer or a trailer with 3 axles or more) is required or requested by the customer.

Pricing and availability on any Heavy Haul shipment must be approved by the Heavy Haul Division prior to booking the load. Heavy Haul loads will be booked under the Company's Heavy Haul Division-09 even if hauled by a Freight Division 01 truck.

1.10.9. Broker Customer: No commission shall be paid to Agent on any shipments moved for the account of a Broker Customer (freight tendered by a broker- one who arranges transportation services on behalf of the actual shipper or consignor) without the expressed written authorization of the Company. The handling of freight from Broker Customers shall be subject to the Company's credit approval and other policies and procedures; however, a Broker Customer shall NOT be given protected account status.

1.10.10. Dispute Resolution: Notwithstanding any contrary provision contained in the Agency Agreement or any amendment or addendum thereto, the Company has and shall retain the ultimate decision, in the Company's sole discretion, on whether an account or particular shipment is assigned to the Agent to the extent necessary or desirable to maintain the Company's business interests and reputation. In resolving any conflicts and exercising its discretion on account assignment, the Company will (but is not required or limited hereunder) take into consideration whether or not the Agent is an exclusive Agent, will review the amount of business the Agent controls for the particular account and, if the Company deems appropriate, may seek guidance from the Director of Brokerage.

1.11. Exclusivity. Agent and, if Agent is a corporation or similar artificial entity, the principals of Agent each specifically warrant and covenant to represent the Company exclusively with regard to transportation/logistics business. During the term of this Agreement Agent, and if applicable its principals, shall not act as a sales representative, salesman, manufacturer's representative, distributor, freight forwarder, logistics provider, carrier or broker or in any other capacity to provide transportation/logistics business for itself/himself/herself or any other person, firm or corporation with respect to the promotion or sale, directly or indirectly, of any transportation/logistics business similar to those rendered for any account or customer by any of them to the Company during the term of this Agreement.

## II. Compensation

2.1. As compensation for Agent's service under this Agreement, Company shall pay Agent for brokered freight based on the rates set forth in the attached Addendum A which is incorporated herein by reference and made a part hereof. "Brokerage Freight" is any freight that is controlled by the Agent and billed by Company or its affiliated companies which is moved using capacity that is not at that time owned or leased to Company or to an affiliated Bennett company. Agent agrees and warrants that under no circumstance shall any freight tendered to Company be brokered to another carrier without such carrier having first been approved and qualified by Company under its standard procedures. Such qualification procedures require that a carrier has executed Company's standard Brokerage Agreement and furnished a current insurance certificate naming Company as an additional insured and waiving subrogation rights against Company.

2.2. Affiliate Company Equipment- Company shall pay Agent on a periodic basis a commission for all loads obtained and booked by Agent on assigned accounts, which are transported on Company's equipment (whether leased or owned) and billed to customer by Company, at the rate of eight percent (8%) of the "base rate" (excluding any extra stop and other accessorial charges); except that Company and Agent may agree in writing to a different percentage on a shipment-by-shipment or category basis to meet the demands of the industry. The "base rate" is defined as ninety-seven percent (97%) of the gross line haul revenue, excluding any additional charges for accessorial services, such as but not limited to tolls; escorts; permits; surveys; fuel or insurance surcharges billed as a separate item, if any, or fuel related adjustments; C.O.D. amounts and fees; notification charges; special equipment charges; interchange revenue due other carriers; tarping charges; stop-off charges; reconsignment and diversion charges; re-delivery charges; two-driver team charges; and loading or unloading charges. The three percent (3%) of the gross linehaul charge which is deducted to determine the "base rate" is for insurance surcharge necessary to meet Company's insurance requirements consistent with regulatory requirements and good business practices.

2.3. No compensation shall be due to Agent for any services unless Agent follows Company's prescribed procedures and until Company receives proper documentation. To the extent that Company advances compensation payment to Agent before receipt of such proper documentation, Agent agrees that such amounts shall be subject to setoff from other sums due Agent and/or repayment by Agent.

2.4 The parties may agree from time to time to modification in the commission payments. Any such modification in compensation shall not be effective unless expressly agreed to by the parties and subsequently documented in writing signed by both parties.

2.6 C.O.D. Policy & Procedure: Agent acknowledges and agrees to comply with the C.O.D. Policy and Procedure terms and conditions contained in the Appendix attached hereto. AGENT SHALL BE FULLY RESPONSIBLE FOR THE TRANSPORTATION CHARGES IF THE COMPANY'S C.O.D. POLICY IS NOT FOLLOWED. FAILURE TO FOLLOW THE MANDATORY C.O.D. PROCEDURES WILL RESULT IN DAMAGES BEING ASSESSED AGAINST AGENT FOR THE FULL AMOUNT OF THE LOSS.

2.7. Minimum Agency Revenue: In order to maintain agency status with the Company, each Agent must generate at least \$252,000 total billed revenue of Brokerage Freight annually from the accounts assigned to Agent. The annual billed revenue of Brokerage Freight will be pro-rated during the first calendar year of the Agency Agreement. Agents not generating a minimum of \$21,000 billed revenue of Brokerage Freight each month for a two consecutive calendar month period may, at the sole discretion of the Company, be reassigned to a Locator status with commissions being decreased by 1% or more on the first day of the month following such revenue deficiency period.

### III. AGENT PRE-QUALIFICATIONS/REQUIREMENTS

3.1. Credit Verification & Background Check. A credit check and background check will be performed on each new Agent applicant. A Credit Application in substantial form as attached

hereto is to be signed by Agent authorizing the Company to verify Agent's credit information. The Agent applicant will supply three (3) references to be enclosed with the application.

3.2. Transportation Experience. The Agent applicant must have a minimum of five (5) years verifiable employment experience disclosed on the application. The Agent applicant must meet the requirement of having at least one year's experience in freight sales and/or operations in at least one of the following areas: flatbed, dropdeck, heavy haul, van, reefer or freight brokerage.

3.3. Drug and Alcohol Policy. As a precondition of any Agreement, all Agent applicants shall be required to submit to a drug screen urinalysis. All Agent applicants also must read, sign, and return the Company's Drug and Alcohol Policy with the application.

3.4. Business Disclosure. The Agent applicant is an independent contractor and, as such, has the right to engage in legitimate, legal business activities outside the scope of the Agreement. However, applicant must disclose, in writing, all businesses and business affiliations in which he/she is engaged. During the term of the Agreement, the Agent will advise the Company of any new businesses or affiliations with or in which he/she becomes associated or involved.

3.5. Office Requirements

a. The Agent will provide in his/her office a computer with capabilities sufficient to meet the requirements of the Company. The computer will have Internet access that does not interfere with the Agent's voice telephone capability.

b. Agent will have a fax machine capable of both sending and receiving Company and customer paperwork.

c. The Agent will dedicate at least one voice telephone line to conducting Company business. This line will be setup in the name of Agent's business and listed in the Agent's name as "Agent for Bennett International Logistics."

d. Agent's office will be open for conducting business from 8:00 am to 5:00 pm local time; Monday through Friday, except for Company designated holidays.

e. Agent will provide his/her own business insurance to cover his/her office(s) and employees, and will provide Company with a certificate of insurance showing Company as additional insured if any of Company's property is assigned to Agent or Agent's location(s).

IV. SERVICES PROVIDED BY COMPANY

4.1. The Company will train Agent upon execution of the Agreement. Training will include Company rules and procedures, and how to use the Company's computer operating system.

- 4.2. The Company will assist Agent in setting up the interfaces necessary for Agent to access Company's computer system, including providing any proprietary software necessary for Agent to conduct business with Company.
- 4.3. The Company will provide ongoing training and system support to assure that the Agent is up to date with any changes in Company rules, procedures, and software.
- 4.4. The Company will support Agent with sales support whenever possible. The Director of Brokerage will go to Agent's office and review paperwork, and will also go on sales calls to help Agent understand how to present the Company.
- 4.5. On shipments handled by Company's affiliated Bennett motor carriers, Company will provide cargo, general, and automotive liability insurance and, upon request, will provide Agent's customers with a certificate of insurance showing such coverage. The Company will make reasonable effort to provide transportation on all shipments arranged by Agent; however, Agent understands and agrees that Company serves the general public and is unable to commit to handle any and all shipments.
- 4.6. On shipments handled by Company, Company will provide billing and collection of freight charges and may require the Agent's assistance.
- 4.7. The Company will use its best efforts to fairly resolve disputes between Agent and other Agents or capacity providers when necessary.

V. AGENCY OPERATION

Agent shall operate as an independent contractor serving as a local agent of the Company in accordance with the terms of this Agreement, and such rules and regulations as the Company may adopt from time to time, including the following:

5.1 Agent shall conduct business in his/her own name as Agent for Bennett International Logistics, LLC. The Agent may not represent himself to any company or person as an employee of the Company. All trade names, trademarks, service marks, slogans and designs utilized by Company shall remain the sole and exclusive property of Company.

5.2 Agent shall not enter into any contract or agreement of any nature, or incur any debt or liability on behalf of the Company, except in strict compliance with this Agreement or as otherwise as expressly authorized in writing by Company's management. The Agent may not sign or approve any freight hauling or brokerage contracts on behalf of Company. Agent shall be responsible for any losses occasioned by Agent's failure to comply with these provisions.

5.3 Agent shall furnish and maintain, at Agent's sole expense, suitable and necessary office facilities, retain experienced and efficient personnel to properly handle traffic tendered Agent for handling by Carrier and be responsible for all expenses incurred in the operation of the Agency, including but not limited to, rent, utilities, phones, secretarial or clerical help, insurance

(including worker's compensation, if applicable, for Agent's employees), supplies (other than those standard forms furnished by the Company), advertising, licenses and all taxes incident to the operation of the Agency.

5.4 Through this Agreement, the parties intend to establish the relationship of principal-independent contractor, and not that of employer-employee. As an independent contractor, Agent shall hire, train, supervise, and remunerate his/her employees, and will assure that his/her employees follow Company rules and procedures; shall select and maintain his/her own place of business; shall arrange for worker compensation insurance coverage for same; shall determine working hours and days to be worked by Agent and Agent's employees and servants; and shall determine the methods for solicitation of freight and the manner thereof; provided, however, that sales efforts will be strictly limited to methods generally recognized as lawful and ethical and subject to the assigned accounts or territory hereunder. Agent shall provide sufficient employees, facilities and equipment to meet the needs of, and be responsive to, Company and its customers. A copy of a certificate of insurance evidencing workers compensation insurance, waiving subrogation rights against Company and providing a 30-day cancellation clause, shall be furnished to Company.

5.5 Agent agrees that all funds received by him/her on behalf of the Company shall be made out to Company; shall be certified check or money order; any funds due Company received by Agent shall be held separately in trust for Company; and any such funds shall be remitted to the office immediately upon receipt. Any deviation from said provision must be pre-approved by Company's Director of Brokerage.

5.6 Agent shall turn in and/or account for any funds and shall be responsible for any and all technical data, forms, tariffs, books, equipment, supplies or other property of the Company which may come into his/her possession so that, if the Agency is terminated for any reason whatsoever, Agent shall immediately remit to the Company all such funds and property.

5.7 Agent shall assume full and complete responsibility for compliance by the Agent, and assist the Company to ensure compliance by all carriers, Owner/Operators, drivers and shippers under the direction of said Agent with all rules and regulations of the U. S. Department of Transportation (DOT), the Federal Motor Carrier Safety Administration (FMCSA) and the permit requirements of authorities and commissions of the various states.

5.8 Agent shall maintain adequate terminals and other facilities and security to fully protect all equipment owned by, leased to or used in Company's service, specifically including, but not limited to all goods, vehicles and shipments in Agent's care, custody or control. All equipment operated by Agent or engaged by Agent shall be covered by public liability and property damage insurance at levels not below the minimum insurance requirements specified by the DOT or FMCSA for carriers operating in interstate commerce. Specifically, if Agent maintains a "staging lot" or "marshaling center" or otherwise accepts vehicles and goods for transport prior to such vehicle and goods being placed under dispatch, Agent shall maintain comprehensive general liability insurance and hazard insurance covering such vehicles and goods, and hereby expressly agrees to indemnify and hold Company harmless in regard thereto. A copy of a certificate of

insurance, naming company as an additional insured and loss payee and providing a 30-day cancellation clause, shall be furnished to Company.

5.9 Company may, at Company's option, furnish trailer equipment for Agent's use in furtherance of this Agreement. Agent agrees to exercise all reasonable means to maintain the security of Company's trailers and cargo and equipment thereon while located at Agent's facility, care or control. Agent will also assist in the control of equipment contracted to Company when operated out of Agent's facility. Under no circumstances shall Agent permit any of Company's equipment to be placed in the possession of any third party, without the prior written permission of the Company. Trailer equipment of Company shall be dispatched only to a tractor owned by or permanently leased to Company. Agent agrees that Company's equipment in Agent's possession creates a for-hire bailment, breach of which shall subject Agent to liability for damages to or loss of the equipment, conversion, per diem charges assessed at the prevailing rental rates on similar equipment, and any other remedies available to Company by law.

## VI. DISCLOSURE OF INFORMATION

It is anticipated that, in the performance of this Agreement, Agent will be provided with Carrier's technical, confidential and business information (written, oral, visual, electronic or by other means) which is considered confidential and/or proprietary, including customer lists, contract terms, shipping patterns, driver and independent contractor information or other similar information, and which disclosure to or use by third parties would be damaging to Company's business. Agent specifically agrees to keep confidential and not divulge or use any of Company's technical and business information which Agent receives as a result of this Agreement, including without limitation all information relating to Company's sales, operations and financials. Agent will not be bound to keep confidential information: (i) which was known to Agent prior to disclosure as evidenced by Agent's prior written records; (ii) which is available to the public without fault of Agent; (iii) which was independently developed by Agent's employees without access to confidential information; or (iv) which is required to be disclosed to comply with any applicable law or court order; provided Agent gives Company prior notice of a required disclosure and an opportunity to intervene by obtaining a court order. Agent shall only use Company's technical, confidential and business information to provide the transportation and related services for the benefit of Company as provided under this Agreement and shall keep such information confidential and secret during the terms of this agreement for a minimum period of five (5) years from termination of this Agreement. Agent shall hold harmless, defend, and indemnify Company for and against all claims, suits, losses, and liabilities that may arise from any act or omission involving breach of such confidential relationship or non-disclosure obligation.

Due to the unique, confidential and proprietary nature of the sales, operational, and other information which will be disclosed pursuant to the performance of the Agency Agreement, Agent understands and agrees that Company's remedies at law for breach of this Agreement shall be inadequate and that it may be entitled to equitable relief, including without limitation injunctive relief, specific performance or other equitable remedies, in addition to all other remedies provided herein or available to Company at law or equity. The provisions of this Section VI shall survive termination of this Agreement.

VII. INDEMNIFICATION

Agent expressly agrees to indemnify, protect, and hold the Company harmless from any claim, loss or liability arising out of the Agent's services hereunder or violation of Company's policies, rules, and regulations referred to herein. Agent expressly grants to the Company the right and authority to withhold any sums of money due the Agent for commission or otherwise, and to apply the same to any indebtedness of Agent owing to the Company for loss occasioned by failure to comply with any provision of this Agreement or any policy of the Company, specifically including but not limited to any loss resulting from a "misquote" of freight charges to a customer or contractor.

VIII. CANCELLATION

Either party may cancel this Agreement at any time upon written notice to the other party or for good cause upon oral notice, which shall subsequently be confirmed in writing within a reasonable period of time. Any cancellation by Company pursuant to this paragraph shall give Agent no claim for prospective commissions, prospective profits, or damage to business. The parties will settle any and all commissions no later than 30 days after the date of said cancellation of this Agreement. "Good cause" for the purpose of this Agreement shall include, but not be limited to: a) failure to comply with any material term or condition of this Agreement; b) any failure to comply with Company or regulatory agency procedures, rules and regulations that may be adopted from time to time; and c) any other action or failure to act that may jeopardize Company's successful operation.

XI. MISCELLANEOUS PROVISIONS

a. Notices. All notices given under this Agreement shall be sufficient if in writing and shall be sent by certified mail, return receipt requested, to the involved party at the address set forth above or by facsimile to the facsimile number listed herein, or at such other address or facsimile number designated by the party in writing.

b. Nonassignability. The provisions of this agreement shall extend to the successor and assigns of the Company, but may not be assigned or otherwise transferred in whole or in part by agent without the express prior written consent of the Company.

c. Severability.

In the event that any provision of this Agreement shall be determined to be invalid, such termination shall not affect the validity of the remainder of this Agreement.

d. Headings.

The headings used in this Agreement are solely for convenience and are not intended to define or limit the scope of any provision hereof.

e. Governing Law/Jurisdiction.

This Agreement, as well as the rights and duties of the parties hereunder, shall be governed by and construed under the laws of the State of Georgia. All disputes arising hereunder shall be exclusively heard by a court with competent subject matter jurisdiction in the State of Georgia and the parties hereby consent and submit thereto.

f. Counterparts and Facsimile Delivery. This Agreement may be executed in two or more identical counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute this Agreement when a duly authorized representative of each party has signed a counterpart. The parties may sign and deliver this Agreement by facsimile transmission. Each party agrees that the delivery of this Agreement by facsimile shall have the same force and effect as delivery of original signatures and that each party may use such facsimile as evidence of the execution and delivery of this Agreement by all parties to the same extent that an original signature could be used.

g. Entire Agreement.

This Agreement and its attachments contains the entire understanding between the parties and there are no other agreements or understandings whatsoever, expressed or implied, relating to the subject matter hereof. Any attempt to vary, modify, or alter the terms, conditions or provisions stated herein by oral representation shall be without force or effect on the parties.

h. Breach or Default Waivers.

No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the party giving such waiver, and no waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

**IN WITNESS WHEREOF** Agent has executed this agreement, which shall be effective as of the date of acceptance by Company in McDonough, Georgia. If agent is a Corporation or other legal entity (such as a Limited Liability Company or Partnership), agent warrants that such entity has the appropriate authority to execute and carry out this Agreement. Any individual signing this Agreement on behalf of such entity expressly warrants and personally guarantees the performance of Agent under this Agreement.

Agent Name \_\_\_\_\_ Signature \_\_\_\_\_

Accepted by Bennett International Logistics, LLC in McDonough, Henry County, Georgia on the \_\_\_\_\_ day of \_\_\_\_\_.

By: \_\_\_\_\_



