

NATIONAL FREIGHT LINKS LLC AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES

THIS AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES ("Agreement") is entered into as of the ____ day of _____ 202__, by and between National Freight Links LLC ("National Freight Links"), an Oklahoma company, with mailing address 515 S Denver Ave Apt 229, Tulsa, OK 74103 and _____ ("Independent Contractor" or "Contractor"). National Freight Links and Independent Contractor shall be referred to individually as "Party" and collectively as "Parties."

WHEREAS, National Freight Links is a firm specializing in ground freight services;

WHEREAS, Independent Contractor has the requisite skills, tools and equipment in the area of ground freight shipping;

WHEREAS, National Freight Links wishes to utilize those skills on an independent contractor basis;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows.

AGREEMENT

PART I

RELATIONSHIP OF THE PARTIES. SERVICES. COMPENSATION.

1. Independent Contractor Relationship. National Freight Links agrees to provide work to Contractor in the capacity of an independent contractor and on an as needed basis. National Freight Links makes no guarantee that a certain amount of work will be available to independent contractor.

2. Scope of Work. Method of Performance of Services. Independent Contractor hereby agrees to provide the following services ("Services"): pick up, loading, transportation, unloading and delivery of commercial freight provided by National Freight Links to the destination of National Freight Links' customers. Independent Contractor will determine the method, details, and means of performing the Services. Independent Contractor may, at Independent Contractor's own expense, use employees or other subcontractors to perform the Services under this Agreement.

3. No Employment Relationship. Under no circumstances shall Contractor, or Contractor's employees and/or subcontractors look to National Freight Links as his/her employer, or as a partner, agent, or principal. Contractor shall not be entitled to any benefits accorded to National Freight Links employees including worker's compensation, disability insurance, vacation or sick pay. Both parties hereto acknowledge and agree that National Freight Links shall not be deemed an employer hereunder and the money paid to Independent Contractor shall not be regarded as salary or wages.

4. Insurance. Licenses. Independent Contractor shall be responsible for providing, at Independent Contractor's expense and in his/her name, disability, worker's compensation or other insurance as well as licenses and permits usual or necessary for performing the Services.

5. Taxes. Independent Contractor will be responsible for the payment of all federal, state, municipal or other taxes and FICA (social security) contributions. National Freight Links shall not be liable and will not make any payments, withholdings or contributions towards Social Security, Unemployment Insurance and federal or state taxes, nor will National Freight Links provide any other contributions or benefits that may be expected in an employer/employee relationship. Independent Contractor shall pay, when and as due, any and all taxes applicable

to Independent Contractor's compensation for the Services performed hereunder, including any estimated taxes. Independent Contractor shall provide National Freight Links, upon request, with proof of payment of the foregoing taxes and obligations. Independent Contractor shall indemnify and hold National Freight Links harmless from any claims, losses, costs, fees, liabilities, penalties or damages arising out of Independent Contractor failure to pay the foregoing taxes.

6. Insurance. Independent Contractor will be liable for any and all liability insurance, which he deems appropriate to cover his professional liability in connection with performance of the Services hereunder. National Freight Links shall have absolutely no liability for: (i) actions or omissions of Independent Contractor in the course of performance of the Services, or (ii) injuries suffered by Independent Contractor or third parties in the course of performance of the Services.

7. Expenses. Independent Contractor shall be liable for all expenses incurred in the course of performing the Services hereunder.

8. Independent Contractor's Equipment. Independent Contractor shall perform the Services with Contractor's own cargo truck, of such kind that is suitable for performance of the Services hereunder, and any and all other necessary equipment and tools. Contractor understands and agrees that National Freight Links shall not be liable for any physical damage to Independent Contractor's own freight truck, tools and equipment even if such damage occurred in the course of performance of the services hereunder.

9. Use of Contractor's Own Freight Truck. In performing the Services hereunder, Independent Contractor shall operate and maintain his/her own freight truck, at Contractor's own cost, insurance and expense. The freight truck shall be of such kind that shall be suitable for the nature of the freight. Contractor shall, at Contractor's sole expense, carry applicable insurance policies and coverage including but not limited to: (i) commercial liability insurance in the amount of no less than \$1,000,000 US Dollars; (ii) commercial automobile/bobtail cargo truck insurance; (iii) commercial freight, cargo, insurance in the amount of no less than \$100,000 US Dollars; and (iv) any other insurance policies and coverage customary for the commercial freight industry. Said insurance policies and coverage shall be for amounts and coverage that are customary in the commercial freight industry. Any loss or liability caused by the negligence of Independent Contractor not covered by insurance shall be the sole obligation and liability of Independent Contractor and Independent Contractor agrees to reimburse National Freight Links for any loss or damage occasioned by Independent Contractor's negligence not covered by insurance.

10. Obligation for Cell Phone Equipment. Contractor shall have the obligation to carry and have at his/her disposal a functioning cell phone in the cab of their truck. Contractor shall be required to contact National Freight Links at specific times during a shipment, provided however, that Contractor shall not use the cell phone while driving and shall comply with all applicable state and federal laws on use of cell phone. Contractor shall have the obligation to call in: (i) to obtain shipper/consignee dispatch information; (ii) upon arrival at pick up location; (iii) when freight is loaded at shipper location; (iv) while en route from pick-up to delivery every two (2) hours while en route to report progress; (v) at arrival and departure of every customs/broker or transfer stop; (vi) upon arrival at delivery location; (vii) to report proof of delivery details, including damage or shortage details and the name of person signing the bill of lading; (viii) at any time during a shipment when they experience a delay that may prevent them from delivering on time, as indicated; (ix) in case of incurrence of accessorial charges; and (ix) Contractor shall contact National Freight Links immediately upon the occurrence of an incident that result in property damage, personal injury or in case of delay. When calling National Freight Links, Contractor shall reference load/pro number provided by National Freight Links at the time of the placement of the booking. Contractor shall not contact National Freight Links' customers for any reason without National Freight Links' permission.

11. Freight Shipping Orders. National Freight Links on its sole discretion, may notify Contractor of available deliveries. Contractor is, however, free to accept or reject any delivery orders. Contractor agrees to perform all accepted pick-ups and deliveries in a timely, efficient, and safe manner/.

12. Compensation for Contractor's Services. National Freight Links shall compensate Independent Contractor per freight delivery or freight pickup. This may or may not take into account the number of hours worked by the Independent Contractor. The Parties will agree upon the amount of compensation for each individual freight delivery or pickup, depending on the nature of the work involved. Compensation for Contractor's Services shall be paid in fourteen (14) days, after service performed or as otherwise mutually agreed upon by the Parties. To accommodate prompt compensation for Independent Contractor's Services, Contractor shall, as soon as possible after delivery is completed, submit to National Freight Links documentation pertaining to freight delivery and pickup performed by Contractor. Said documentation shall include, but not be limited to: (i) travel logs, if any; (ii) bills of lading; (iii) any other shipping or freight documentation provided by National Freight Links to Contractor for purposes of completing a freight delivery or pickup; (iv) any other documentation evidencing completion of a freight delivery or pickup by Contractor. Contractor acknowledges that in order to be compensated for said deliveries the above paperwork must be turned in. Delay in paperwork submission will cause a delay in contractor's compensation.

13. Billing and Collection of Customer Fees. National Freight Links shall be solely responsible and liable for billing its customers for freight delivery and pickup services and for collecting fees for said delivery and pickup services. Independent Contractor shall have no responsibility or liability whatsoever to bill or collect fees from National Freight Links customers.

14. Independent Contractor's Employees and Contractors. It is understood and agreed by the parties that, should the Services be performed by Contractor's employees or its own contractors perform, all terms and conditions of this Agreement shall apply to Independent Contractor's employees or contractors. Independent Contractor shall have the obligation to ensure that its employees or contractors are aware of the capabilities, capacities and limitations of the vehicles and equipment that will be operated. Failure to comply with these procedures may result in delay of payment and/or reduction of the payment rate by twenty five percent (25%) on shipments delayed by fifteen (15) minutes to four (4) hours and by fifty percent (50%) on shipments delayed by over 4 hours, more than five (5) hours NO PAY.

15. Contractor's Responsibility for Fines and Penalties. Contractor shall be solely responsible for any fines, penalties or citations occurring as a result of operating any vehicle over any road, highway, bridge or route in violation of any regulation, law or ordinance.

16. Accessorial Charges. Independent Contractor must advise National Freight Links of any and all accessorial charges or other charge in excess of and/or in addition to the agreed upon rate within one (1) hour of pickup or delivery of each shipment. Failure to provide such information could result in the inability of National Freight Links to collect such charges, and, therefore, payment of any such accessorial charges or additional charges shall be at the sole discretion of National Freight Links.

PART II

INDEPENDENT CONTRACTOR'S REPRESENTATIONS. INDEMNIFICATION.

17. Independent Contractor Skills. Independent Contractor agrees to use his/her skills, training and experience in the best interests of National Freight Links. Independent Contractor hereby represents that Independent Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of National Freight Links. Performance of the Services in a professional manner includes achieving the

requirements of the prime contract under which National Freight Links is obligated to perform Services to its customers. Independent Contractor shall be solely responsible for the professional performance of the Services, and shall receive no assistance, direction, or control from National Freight Links. Independent Contractor shall have sole discretion and control of over his/her Services and the manner in which said Services are performed.

18. Warranty. Independent Contractor hereby warrants and represents that he/she may lawfully operate a loaded truck/vehicle of any weight, commodity or dimension over any road, highway, bridge or route. Independent Contractor further warrants and represents that his/hers/its employees or contractors may lawfully operate a loaded truck/vehicle of any weight, commodity or dimension over any road, highway, bridge or route.

19. Indemnification of National Freight Links. Independent Contractor shall indemnify, defend and hold harmless National Freight Links and National Freight Links' officers, directors, and shareholders from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, and reasonable attorney fees and costs, arising out of or related to: (i) Contractor's breach of any of the terms, conditions and warranties of this Agreement; or (ii) the negligence or willful misconduct of Independent Contractor or Contractor's agents, employees or subcontractors; including injury or death to any person, including contractor and/or contractor's employees. National Freight Links shall have the right independently to take action it may deem necessary, in its sole discretion, to protect or defend itself against any threatened action subject to indemnification. The contractor obligations hereunder shall include National Freight Links cost of defense as well as the payment to any final judgement rendered against National Freight Links.

20. Working with other companies: National Freight Links has nor reserves the right to restrict the contractor from being concurrently or subsequently engaged in another delivery service business or other occupation or business. Contractor shall not, however during the term of this contract deliver or attempt to divert any delivery order received through National Freight Links to a competitive delivery service, including contractor's own company.

PART III

PROPRIETARY RIGHTS. CONFIDENTIALITY. NON-COMPETE ACTIVITIES.

21. Proprietary Rights. The written, printed, graphic, or electronically recorded materials furnished by National Freight Links for use by Independent Contractor are proprietary information ("Proprietary Information") and the property of National Freight Links. Proprietary Information also includes, but is not limited to, specific customer requirements, customer and potential customer lists, including information concerning National Freight Links' employees, agents or divisions, and pricing information.

22. Confidentiality. Independent Contractor will maintain in confidence and will not, directly or indirectly, disclose or use, either during or after the term of this Agreement, any Proprietary Information or confidential information or know-how belonging to National Freight Links, whether or not it is in written or permanent form, except to the extent necessary to perform the Services. On termination of Independent Contractor's services to the National Freight Links, or at the request of National Freight Links before termination, Independent Contractor shall deliver to National Freight Links all material in Independent Contractor's possession relating to National Freight Links' business. The obligations concerning Proprietary Information extend to information belonging to customers and suppliers of National Freight Links about whom Independent Contractor may have gained knowledge as a result of performing the Services.

23. Noncompete. During the term of this contract Independent Contractor shall not, directly or indirectly, either as an employee, employer, consultant, agent, principal, partner, stockholder, corporate officer, director, or in any other individual or representative capacity, engage or participate in any business that is in competition in any

manner whatsoever with the business of Employer.

24. No Solicitation. Independent Contractor agrees that during the term of this contract and for a period of one year after termination of this agreement, Independent Contractor shall not directly or indirectly solicit, hire, recruit, or encourage any other employee of Employer to leave Employer.

PART IV TERM AND TERMINATION

25. Term. This Agreement is for a continuous term unless terminated as provided in Section

26. Termination.

(a) Either Party may terminate this Agreement at any time by giving fifteen days (15) days written notice to the other Party.

(b) Both Parties may mutually agree to terminate this Agreement.

(c) Should either Party default in the performance of this Agreement or materially breach any of its provisions, the non-breaching Party may terminate this Agreement by giving written notification to the breaching Party. Termination shall be effective immediately on receipt of the notice, or five (5) days from mailing of the notice, whichever occurs first.

(d) This Agreement shall terminate automatically on the occurrence of any of the following events: (a) bankruptcy or insolvency of either Party; (b) sale of the business of either Party; or (c) death of Contractor.

PART V MISCELLANEOUS

27. Miscellaneous.

(a) Notices. Any notice required or permitted hereunder shall be given in writing and shall be deemed effectively given upon personal delivery or sent by telegram or fax or upon deposit in the United States Post Office, by registered or certified mail with postage and fees prepaid, addressed to the other Party hereto at his address hereinafter shown below its signature or at such other address as such Party may designate by ten (10) days' advance written notice to the other Party hereto.

(b) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma.

(c) Further Execution. The Parties agree to take all such further action(s) as may reasonably be necessary to carry out the purposes of this Agreement.

(d) Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes and merges all prior agreements or understandings, whether written or oral. This Agreement may not be amended, modified or revoked, in whole or in part, except by an agreement in writing signed by each of the Parties hereto.

(e) Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, the Parties agree to renegotiate such provision in good faith. In the event that the Parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of the Agreement shall be enforceable in accordance with its terms.

(f) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective as of the day and year written below.

National Freight Links LLC:

By: _____

Printed Name: Ron Brown

Title: Managing Member

Mailing Address:

515 S Denver Ave Apt 229

Tulsa, OK 74103

INDEPENDENT CONTRACTOR:

By: _____

Printed Legal Name: _____

Title: _____

Mailing Address:

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ ☐	
	5 Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
				-				-			
or											
Employer identification number											

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they