



PREFERRED GLOBAL LOGISTICS
13475 DANIELSON ST. Suite 130, POWAY, CA 92064

SALES REFERRAL AGREEMENT

This Sales Referral Agreement is entered into between Preferred Global Logistics, Inc., hereinafter referred to as COMPANY, and _____, hereinafter referred to as SALES REFERRER.

The SALES REFERRER is engaged in the business of referring the COMPANIES transportation services in the Interstate or Intrastate Commerce over the public highways and Preferred Global Logistics, Inc, The COMPANY is providing transportation in Interstate and Intrastate Commerce, pursuant to operating authority issued to it by the Interstate Commerce Commission and/or other appropriate commissions.

The terms of this agreement are as follows;

- 1) The terms of this Agreement shall commence as of date of signature. Should SALES REFERRER decide to become a fully commissioned sale agent of the COMPANY this agreement will terminate and REFERRED customers under this agreement will revert to _____ for commission purposes. However, if such termination occurs, the referral commission rate shall accrue through the date of termination.
- 2) For all truckload, intermodal, and LTL transactions, commission shall be set at **3.0 %** of the gross revenue actually billed by the COMPANY, including fuel surcharge, but, excluding handling or accessorial charges.
 - a. Lower or higher commission percentages, or flat dollar amounts per shipment such as referral fees with strategic partners will be handled on an account-by-account basis.
 - b. Such shall be agreed to by both parties in the form of a signed addendum to the agreement, and shall be applicable only for an account(s) listed on the addendum.
 - c. All commissions to be paid monthly (by the 23rd) for all receivables collected in the prior accounting month.
- 3) For good cause, the COMPANY shall have the right not to do business with specific accounts.
 - a. COMPANY shall give written notice of such to SALES REFERRER.
 - b. COMPANY liability and other rules shall be as listed in PGL Rules Tariff 100.
 - c. Maximum cargo liability for truckload shipments not to exceed \$100,000.00.
 - d. Any changes and/or modifications shall be agreed to by both parties in the form of a signed addendum to the agreement.
 - e. Such changes and or modifications shall apply only to the account listed on the addendum.
 - f. This agreement is not territory specific and will apply to all business initiated by SALES REFERRER.



- 4) SALES REFERRER may assist COMPANY in collecting financial information necessary to establish credit for each account represented by SALES REFERRER.
 - a. Credit approval must be given by Company prior to start up.
 - b. Terms to be set at Net 30.
 - i. Any exceptions must be approved in writing, by Company.
 - c. Company may request SALES REFERRER'S assistance in collecting past due receivables on their accounts.
- 5) SALES REFERRER shall uphold the good reputation of Company and shall not misrepresent the services and abilities of Company or to disturb any present Company accounts.
 - a. COMPANY will produce a sales and commission statement monthly.
- 6) In the event of disagreement or dispute and legal action is pursued, each party will be responsible for their own legal fees
- 7) This document represents the entire agreement, and it cancels previous agreements or contracts that may have been entered into prior to the date listed below. Additions, changes and/or modifications must be agreed to in writing by both parties.
- 8) INDEMNIFICATION The COMPANY and _____ agree to mutually indemnify and hold each other harmless, and their agents and employees, free and harmless of, and from any and all claims, demands, actions, proceedings, causes of action, damages, obligations and liabilities arising out of and/or related to any and all information and data provided by each other, and any and all bids, proposals, estimates and the negotiation, execution, performance, breach and/or discharge of any and all contracts, agreements and/or transactions entered into.

*** SALES REFERRER number is _____. Please note this number on any new account notices.

IN WHITNESS WHEREOF, the parties hereto have signed their names on THIS ___ Day of _____ 2010, in Poway, California.

BY: _____

 SALES REFERRER

BY: _____
 Greg Paulsen, Co-CEO
 Preferred Global Logistics, Inc.

BY: _____
 Loren Paulsen, Co-CEO
 Preferred Global Logistics, Inc.