

IMPEX Logistics Membership Agreement

Member agrees:

- That Member provides some form of transportation service or services to multiple Beneficial Cargo Owners (“BCO”) and is not a BCO itself.
- To share accurate shipping data, plans and projections with IMPEX in order to assist IMPEX in developing transportation programs for Member.
- To make its best effort to ship available volumes under IMPEX transportation contract(s) when the IMPEX transportation contract(s) has/have better or comparable rates than otherwise available to Member, given specified service level requirements.
- Not to enter into separate transportation contract(s) with any IMPEX transportation carrier with whom Member has requested IMPEX to negotiate a contract with on its behalf for a period of 2 years after such contract or amendment is executed.
- To recognize and honor the confidential nature of IMPEX service contracts by not disclosing contract terms and rates to anyone not associated with IMPEX. In particular, Member will neither renegotiate previously developed service contracts, nor negotiate new service contracts, using the IMPEX service contract terms or rates as leverage.
- Not to solicit IMPEX employees for direct or indirect employment at Member for a period of 2 years after the expiration of the most recent transportation contract or amendment that IMPEX has negotiated on Member’s behalf.

IMPEX agrees:

- To make available to Member desiring to participate in a specific service contract, the essential terms and conditions of that contract.
- To make all transportation services and programs available to Member that Member desires to participate in.
- To provide relevant support and information to Member, in response to any reasonable request, at any time.
- To make no contractual or commercial commitment on behalf of Member without the written consent of Member.
- To not require Member to participate in any particular program if Member, in its sole discretion, decides not to.
- To recognize and honor the confidential nature of Member shipping and other business information that Member will provide to IMPEX and not to divulge confidential information to any party except for its carrier partners with whom IMPEX is negotiating on behalf of Member.
- Not to solicit Member employees for direct or indirect employment at IMPEX for a period of 2 years after the expiration of the most recent transportation contract or amendment that IMPEX has negotiated on Member’s behalf.

IMPEX reserves the right to terminate the membership of Member if, in their judgment, Member is not complying with the spirit and intent of the shippers association.

Member reserves the right to terminate its membership with IMPEX contract at any time for any reason.

The parties indicate their concurrence with the terms and conditions of this Agreement by signing below:

(Name of Member company)

IMPEX Logistics, Inc._____

(Name of Member representative)

Randall K. Smith_____

(Signature of Member representative)

(Signature)

(Member rep title)

President_____

(Date)

(Date)