



RL Quote 3PSP Agreement

THIS AGREEMENT entered into 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").

NOW, THEREFORE, 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 awarded contracts, the Company shall pay a gross commission equivalent to one-half percent (0.5%) of the "Net Paid Invoice Amount" of each "Service Business" generated by RLA for the duration of 2 years or a maximum of \$50,000.

2. For purposes of this Agreement, the following definitions shall apply:

(a) "Net Paid Invoice Amount" shall mean the total amount invoiced and the payment made by the Customer who awarded Company business relating to Service Business contained within an RFI that Company has received from RLA after Effective Date on a specific numbered invoice less any amounts invoiced for sales tax, freight, delivery or similar charges.

(b) "Service Business" shall mean all services in the reverse logistics industry, including long-term exclusive contracts to purchase all returns from a manufacturer or retailer, resulting from a request for information (RFI) for which a customer has engaged RLA to find a service provider. Special situations will be considered and negotiated in good faith.

3. Any commission or fees payable pursuant to this Agreement shall be paid within 30 days of the **net paid invoice** for the "Net Paid Invoice Amount" and shall include a copy of the invoice to the manufacturer or retailer, and the payment made by the Customer, so that RLA can verify the net invoice amount. RLA will sign a non-disclosure agreement; in addition to other documents required by Customer, to allow Company to disclose information related to 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 continue to pay for all commissions due on sales as set forth in paragraph 1. After cancellation, Company will not owe any new RLA commissions on new Requests for Information from customers generated after cancellation.

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 Company responses to Requests for Information to Customers. 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 clients. 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

For Reverse Logistics Association - owned and operated by Reverse Logistics Trends, Inc.

Company:

Signature: _____

Name: _____

Title: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

Date: _____

("Effective Date")