



RL Quote "POST RFI" Agreement

THIS AGREEMENT entered into the "Effective Date" set forth below between, Reverse Logistics Association (hereinafter referred to as "RLA") and the party submitting the Request for Information (RFI) to the RL Quote service (hereinafter referred to as "RFI Originator").

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. ENGAGEMENT OF SERVICES

Engagement. Both parties hereby accept such position and agree to perform by this Agreement, on the terms and conditions set forth below.

- a) RL Quote is a service to search for Third Party Service Providers (3PSPs). There are no costs involved for the RFI Originator for finding 3PSPs, when the provisions of this Agreement are followed.
- b) RLA agrees to do its best to keep the RFI Originator anonymous in the RL Quote process.
- c) Only the RFI being submitted is governed by this Agreement.
- d) RLA activates the RFI only after the RFI Originator has submitted the RFI on the RLA website and agreed to the terms of this Agreement.
- e) RLA will publish the active RFI on its website and promote it in its monthly Newsletter and targeted email campaigns.
- f) RLA will forward to the RFI Originator all responses from 3PSPs who are Silver members (or above) of the Reverse Logistics Association.
- g) **RFI Originator may terminate this Agreement at anytime by withdrawing the RFI. This will deactivate the RFI and remove it from public view on the RLA website.**

2. INDEPENDENT STATUS

- a) Acknowledgement of Relationship. This Agreement acknowledges that, in performing services hereunder, each party shall remain independent and not an employee of one another, affiliates, or any of their respective principals.
- b) Liability for Errors. Both parties understand that neither RLA nor RFI Originator intends to carry any errors and omissions insurance. Accordingly, in consideration of both parties agreeing to provide information pursuant to this Agreement, both parties agree that either party will not be held liable for errors and omissions that may constitute a breach of professional responsibility, and that, instead, either party shall only be liable to the extent they are guilty of gross negligence in the provision of services hereunder, or engages in intentional misconduct or other unauthorized and improper activities outside the course and scope of this engagement.

3. DISCLOSURE : In consideration of fulfilling the duties and responsibilities set forth herein, the RFI Originator understands that the awarded 3PSP have *already agreed* to pay a finders fee to RLA of one-half percent (0.005) of the Net Invoice Amount of the Service Business awarded by RFI Originator, for the duration of 2 years or a maximum of \$50,000. In no event shall the RFI

Originator be liable to RLA for the non-payment of any fees owed by the awarded 3PSP.

- 4. The duties and responsibilities of the RFI Originator pursuant to this Agreement are as follows:
 - a) RFI Originator must be an Associate member (or above) of the Reverse Logistics Association. Free Associate Memberships are granted to OEMs and Retailers who serve as speakers or panelists at RLA Conferences, Workshops and Seminars.
 - b) To provide RLA the appropriate information to help find the desired third party service provider (3PSP). The information will include at a minimum:
 - 1) Estimated Service Contract Value/Units
 - 2) Start, End, and Questions dates
 - 3) Estimated length of Service
 - 4) General Description of Service
 - c) To complete the selection process or to close the RFI, RFI Originator will provide feedback to the following questions for distribution to respondents:
 - 1) What did you like about each respondent
 - 2) What area do they need improvement on
 - 3) Was contract awarded, to whom and why

5. This Agreement encompasses the entire agreement of the parties and there are no other agreements of understandings, either written or oral.

6. This Agreement may not be modified or amended except in writing with the same degree of formality with which this contract has been executed.

7. Should any part or provision of this Agreement 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.

8. The interpretation of this Agreement and all transactions under it shall be governed by the laws of the State of California.

Reverse Logistics Association

By: _____

Mr. Gailen Vick

Title: President & CEO

For Reverse Logistics Association by Reverse Logistics Trends

Date: _____

(" Effective Date")

RFI Originator:

Signature: _____

Name:

Title:

Date: _____

Address:

Phone:

Fax:

Email: