

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Professional Services (the "Agreement"), effective is by and between _____, a _____ corporation, with its principal office at _____

(hereinafter "Client"), and **Advantage Parcel Express (Apex)**, a LLC company, with its principal office at 2121 W University Dr. Tempe, AZ 85281 (hereinafter the "Company").

WHEREAS, Client finds that the Company is willing to provide transportation services, hereinafter described in accordance with the provisions of this Agreement; and

WHEREAS, Client finds that the Company is qualified to perform the work, all relevant factors considered, and that such performance will be in furtherance of Client's business.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and intending to be legally bound, the parties hereto agree as follows:

1. SERVICES.

1.1 Services to Client. The Company shall provide the following ("Services") to Client:

Upon Client's request, Company will arrange for transportation of client's shipments as required.

2. PAYMENT AND INVOICING TERMS

2.1 Payment for Services. The Company will be paid as follows:

Company will bill Client twice a month (on the 15th and 30th). Payment is due 7 days after receipt of the invoice.

2.2 Waiting Time. Client shall be charged a minimum of \$25.00 per hour when the courier has to wait for the shipment on pick up or delivery location. All extraordinary circumstances will be reported to client and any extra expenses must receive Client's approval. The Company shall provide proof to Client upon his request.

2.3 Undeliverable Shipments:

Company will attempt to deliver the shipments to the recipient address provided by Client. If it happens to be a wrong or bad address, Client will be charged for the attempt(s). If Client required a Proof of delivery signature and Company will not be able to obtain that because the location is closed or no one is available to sign, Client will be charged for extra attempt(s) and/or waiting time according to the rate agreed upon by Client and Company.

2.4 Invoicing.

(a) Invoices will be submitted weekly by the Company for payment by Client. Payment is due upon receipt and is past due fifteen (15) business days from date of invoice. If Client has any valid reason for disputing any portion of an invoice, Client will so notify the Company within seven (7) calendar days of receipt of invoice by Client, and if no such notification is given, the invoice will be deemed valid. The portion of the Company's invoice that is not in dispute shall be paid in accordance with the procedures set forth herein.

(b) A finance charge of 1.5% per month on the unpaid amount of an invoice, or the maximum amount allowed by law, will be charged on past due accounts. Payments by Client will thereafter be applied first to accrued interest and then to the principal unpaid balance. Any attorney fees, court costs, or other costs incurred in collection of delinquent accounts shall be paid by Client. If payment of invoices is not current, the

Company may suspend performing further work.

2.5 Fuel Surcharge. Because of rising fuel cost, Company will add a percentage to the total amount of the invoice as Fuel Surcharge. The percentage will be calculated according to the cost of fuel during the billing period.

3. CHANGES.

Client may, with the approval of the Company, issue verbal directions within the general scope of any Services to be ordered. Such changes may be for additional work or travel time/distance, the Company may have to change the direction of the shipment, but no change will be allowed unless by mutual agreement. Extra charges may apply in such cases.

4. STANDARD OF CARE.

The Company warrants that its services shall be performed by personnel possessing competency consistent with applicable industry standards. Company will require its personnel to handle each and every shipment in accordance to its Standard Operating Procedures and/or additional handling instruction given by Client or the shipper. No other representation, express or implied, and no warranty or guarantee are included or intended in this Agreement, or in any report, opinion, deliverable, work product, document or otherwise.

5. LIABILITY.

5.1 Limitation. The Company's liability for any loss, damage or delay is limited to the lesser value \$50.00 or the actual value of the shipment.

5.2 Survival. Articles 2, 4, and 5 survive the expiration or termination of this Agreement for any reason.

6. MISCELLANEOUS.

6.1 Insecurity and Adequate Assurances. If reasonable grounds for insecurity arise with respect to Client's ability to pay for the Services in a timely fashion, the Company may demand in writing adequate assurances of Client's ability to meet its payment obligations under this Agreement. Unless Client provides the assurances in a reasonable time and manner acceptable to the Company, in addition to any other rights and remedies available, Company may partially or totally suspend its performance while awaiting assurances, without any liability.

6.2 Independent Contractor. The Company is an independent contractor of Client.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Date: _____

[Client]

By: _____

Signature: _____

Title: _____

[Company]

By: Tony Yousefelahi _____

Signature: _____

Title: Owner/Operator _____