

SUPERB AUTO BROKERS LLC

Sales Representative Contractor Agreement

This Agreement is made between SUPERB AUTO BROKERS LLC... ("Client") with a principal place of business at **1151 Harbor Bay Pkwy #116 Alameda, CA 94502** and

_____ ("Contractor"), with a principal place of business

or home at _____.

1. Services to Be Performed

Client agrees to deliver full sales representative role to access auction on behalf of client to Contractor upon receipt of sign up payment of \$1,300 with a documentary fee (documentary fees include processing of title and all Dealer paperwork associated with purchase of vehicle and return overnight mail/delivery fee) of \$150.00 per vehicle purchased. Client will authorize Contractor to perform Services on behalf of Client's license in the form of operating a fully licensed and insured retail automotive dealership.

2. Payment

In the event that the Client collects funds for services (or sales) rendered by the Contractor, the following payment procedure applies: In consideration for the services to be performed by Contractor, Client agrees to pay Contractor at the following rates: 100% of profit per vehicle that is sold by such Contractor. Contractor can expect to be paid the same day funds are available.

3. Expenses

Contractor shall be responsible for all expenses incurred while performing services under this Agreement. This includes automobile, truck, and other travel expenses; vehicle maintenance and repair costs; vehicle and other license fees and permits; insurance premiums; road, fuel, and other taxes; fines; radio, pager, or cell phone expenses; meals; and all salary, expenses, and other compensation paid to employees or contract personnel the Contractor hires to complete the work under this Agreement.

Contractor shall pay 10% of any insurance premium claims, and fines related to improper use of auction access, and all auction locations, and all auction locations that SUPERB AUTO BROKERS LLC is registered with to Client for the following expenses that are attributable directly to work performed under this Agreement. Contractor shall pay Client within (7) days after receipt of each statement. Contractor understands that if such fines are not paid their account will become deactivated until debt is paid.

4. Vehicles/Titles and Equipment

Contractor will furnish all vehicles, equipment, tools, and materials used to provide the services required by this Agreement. Client will require Contractor to pay a documentary fee (documentary fees include processing of title and all paperwork associated with purchase of vehicle) of \$150.00 per vehicle purchase in cash under SUPERB AUTO BROKERS LLC is to provide and furnish Contractor with original title within seven (7) to ten (10) business days upon purchase of vehicle from auction. Any vehicle requiring financing, whether in-house financing or with lienholder information will have a \$599.00 documentary fee per vehicle or equipment, product, or service as a condition of entering into this Agreement. Client also agrees to offer temporary tags for \$50.00 per vehicle that is insured.

5. Independent Contractor Status

Contractor is an independent contractor and is give a 1099 tax form, and neither Contractor nor Contractor's employees or contract personnel are, or shall be deemed, Client's employees. In its capacity as an independent contractor, Contractor agrees and represents, and Client agrees, as follows

Contractor has the right to perform services for others during the term of this Agreement.

Contractor has the sole right to control and direct the means, manner, and method by which the services required by this Agreement will be performed. Contractor shall select the routes taken, starting and quitting times, days of work, and order the work is performed.

Contractor has the right to hire assistants as subcontractors or to use employees to provide the services required by this Agreement.

Neither Contractor nor Contractor's employees or contract personnel shall be required to wear any uniforms provided by Client.

The services required by this Agreement shall be performed by Contractor, Contractor's employees, or contract personnel, and Client shall not hire, supervise, or pay any assistants to help Contractor.

Only Contractor shall receive training from Client in the professional skills necessary to perform the services required by this Agreement.

Neither Contractor nor Contractor's employees or contract personnel shall be required by Client to devote full time to the performance of the services required by this Agreement.

Client and Contractor fully understand that the use of company dealer plates is a privilege for company inventory only. The violation of such use forfeits this agreement without refund.

Client will allow for Contractor upon request to have access to Manheim, Adesa, and all partner auctions of Auction Access auctions on behalf of SUPERB AUTO BROKERS LLC

Client and Contractor agree that any vehicle bought under SUPERB AUTO BROKERS LLC account that is titled "salvage branding". Must be titled under Contractors name before resell to consumer. Client does not want the liability and will only allow purchase of salvage titles under these conditions.

Client will register with any auction on behalf of Contractor provided Client has a written request for such access.

Client agrees to offer financing underwriting For Contractor at an optional fee of \$599.00 per vehicle.

5a. Buying Process for SUPERB AUTO BROKERS LLC

SUPERB AUTO BROKERS LLC monitors account activity rather strictly. Any online purchases by Dealer Agent (contractor) must be **pre-funded**. ie, Cash equivalents must be deposited in the Dealer bank account first (or some other mutually agreed upon method to show proof of funds). The Contractor will be in direct connection with the Dealer during these types of transactions.

Step 1: Thus to purchase as a representative SUPERB AUTO BROKERS LLC you must contact corporate via phone or email...or in person.

Step 2: Contractor is required to pay the CONTRACTED Dealer fee per vehicles according to sign up agreement upon PURCHASE of inventory.

Step 3: We will inquire about the vehicle by location and review your account for outstanding payments.

Step 4: Fill out a purchase order for the vehicle you intend to bid on the estimated mmr price, or buy now price.

Step 5: Once paid, the auction will issue a gate pass on your behalf for the release of inventory.

Step 6: Client will issue a penalty fee of \$100.00 for any car not paid for within a (2) business day period from time of purchase. Client and Contractor both agree to these terms as stated above.

6. Business Licenses, Permits, and Certificates

Contractor represents and warrants that Contractor and Contractor's employees and contract personnel will comply with all federal, state, and local laws requiring drivers and other licenses, business permits, and certificates required to carry out the services to be performed under this Agreement.

7. State and Federal Taxes

Client will not:

- withhold FICA (Social Security and Medicare taxes) from Contractor's payments or make FICA payments on Contractor's behalf
- make state or federal unemployment compensation contributions on Contractor's behalf, or
- withhold state or federal income tax from Contractor's payments.

Contractor shall pay all taxes incurred while performing services under this Agreement—including all applicable income taxes and, if Contractor is not a corporation, self-employment (Social Security) taxes. Upon demand, Contractor shall provide Client with proof that such payments have been made.

8. Fringe Benefits

Contractor understands that neither Contractor nor Contractor's employees or contract personnel are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of Client.

9. Unemployment Compensation

Client shall make no state or federal unemployment compensation payments on behalf of Contractor or Contractor's employees or contract personnel. Contractor will not be entitled to these benefits in connection with work performed under this Agreement.

10. Workers' Compensation

Client shall not obtain workers' compensation insurance on behalf of Contractor or Contractor's employees. If Contractor hires employees to perform any work under this Agreement, Contractor will cover them with workers' compensation insurance to the extent required by law and provide Client with a certificate of workers' compensation insurance before the employees begin the work.

11. Insurance

Client shall provide garage liability insurance coverage for Contractor. Contractor agrees to pay a \$1500 deductible for any insurance claims that may arise in the course of conducting business.

12. Indemnification

Contractor shall indemnify and hold Client harmless from any loss or liability arising from performing services under this Agreement.

13. Term of Agreement

This agreement will become effective when signed by both parties and will terminate on:

- the date (1) year from the date Contractor completes the services required by this Agreement

14. Terminating the Agreement

With reasonable cause, either Client or Contractor may terminate this Agreement, effective immediately upon giving written notice.

Reasonable cause includes:

- a material violation of this Agreement, or
- any act exposing the other party to liability to others for personal injury or property damage.
- Client has notified Contractor of 1 or more unpaid for vehicles at auctions SUPERB AUTO BROKERS LLC is registered with.

→Client requires all vehicles to be paid for within 24 hours of purchase.

Either party may terminate this Agreement at any time by giving 3___ days' written notice to the other party of the intent to terminate. This aspect of the clause is triggered due to irreconcilable differences agreed upon by both sides.

15. Exclusive Agreement

This is the entire Agreement between Contractor and Client.

16. Modifying the Agreement

This Agreement may be modified only by a writing signed by both parties.

17. Resolving Disputes

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in Alameda County, California. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties. If it proves impossible to arrive at a mutually satisfactory solution through mediation, the parties agree to submit the dispute to a mutually agreed-upon arbitrator in Anoka County, Minnesota. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction to do so. Costs of arbitration, including attorney fees, will be allocated by the arbitrator.

18. Confidentiality

Contractor acknowledges that it will be necessary for Client to disclose certain confidential and proprietary information to Contractor in order for Contractor to perform duties under this Agreement. Contractor acknowledges that disclosure to a third party or misuse of this proprietary or confidential information would irreparably harm Client. Accordingly, Contractor will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of Client without Client's prior written permission except to the extent necessary to perform services on Client's behalf.

Proprietary or confidential information includes:

- the written, printed, graphic, or electronically recorded materials furnished by Client for Contractor to use
- any written or tangible information stamped "confidential," "proprietary," or with a similar legend, or any information that Client makes reasonable efforts to maintain the secrecy of
- business or marketing plans or strategies, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries, and improvements of any kind, sales projections, and pricing information

Upon termination of Contractor's services to Client, or at Client's request, Contractor shall deliver to Client all materials in Contractor's possession relating to Client's business.

Contractor acknowledges that any breach or threatened breach of Clause 18 of this Agreement will result in irreparable harm to Client for which damages would be an inadequate remedy. Therefore, Client shall be entitled to equitable relief, including an injunction, in the event of such breach or threatened breach of Clause 18 of this Agreement. Such equitable relief shall be in addition to Client's rights and remedies otherwise available at law.

19. Proprietary Information.

A. The product of all work performed under this Agreement ("Work Product"), including without limitation all notes, reports, documentation, drawings, computer programs, inventions, creations, works, devices, models, work-in-progress and deliverables will be the sole property of the Client, and Contractor hereby assigns to the Client all right, title and interest therein, including but not limited to all audiovisual, literary, moral rights and other copyrights, patent rights, trade secret rights and other proprietary rights therein. Contractor retains no right to use the Work Product and agree not to challenge the validity of the Client's ownership in the Work Product.

B. Contractor hereby assigns to the Client all right, title, and interest in any and all photographic images and videos or audio recordings made by the Client during Contractor's work for them, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

C. The Client will be entitled to use Contractor's name and/or likeness use in advertising and other materials.

20. No Partnership

This Agreement does not create a partnership relationship. Contractor does not have authority to enter into contracts on Client's behalf.

21. Assignment and Delegation

Contractor may not assign or subcontract any rights or delegate any of its duties under this Agreement without Client's prior written approval.

22. Applicable Law

This Agreement will be governed by California Business law, without giving effect to conflict of laws principles.

Signatures

Client/Owner SUPERB AUTO BROKERS LLC

Printed Name

Signature

Date

Contractor:

Printed Name

Signature

Date/ Time

Driver's License Number