

Independent Contractor Driver Agreement

I. Parties

This Independent Contractor Driver Agreement (the "**Agreement**") has been signed by and between the parties indicated below, on _____ ;

The "**Company**"

The "**Driver**"

WHEREAS the Company desires to engage the Driver as an independent contractor and the Driver desires to provide services to the Company including transportation services, cargo delivery or passenger transportation for a scheduled period provided for by the Company, subject to the terms and conditions under this Agreement;

NOW THEREFORE in consideration of the premises and of the terms, conditions and agreements herein contained, the parties hereby agree as follows:

II. Subject of the Agreement

This Agreement sets forth the rights and obligations of the Parties in contractual relationship, which includes the Driver's transportation services for delivery, or carriage transport from points of pick-up designated by the Company to specific points of destination that shall be stated by the Company on a periodic basis, and paid in return.

III. Term of the Agreement

This Agreement shall become effective as of the date of its execution and shall remain in effect for a period of _____ years from the date of execution. At the end of this period, the Agreement automatically terminates unless either party provides the other party with written notice of demand for renewal at least _____ days prior to the termination.

IV. Pricing and Payment

This Agreement has been signed on a delivery/per-shipment pricing basis. Deliveries to be made are notified to the driver one week in advance. The amount to be paid by the Company per delivery is _____.

On the last day of each month, an invoice issued by the Driver according to the total delivery is sent to the Company. If the company has an objection to the invoice, it must notify the driver within ____ days. If the Company does not have an objection, it pays the invoice amount to the driver via bank on the 10th day of the following month at the latest.

The amount specified above applies to standard deliveries. Standard delivery means deliveries within the shipping zone and within a distance of up to _____ km. Shipments exceeding the standard shipment are charged _____ per km.

V. Termination of the Agreement

This Agreement shall expire at the end of the specified period unless otherwise agreed in accordance with the procedure set forth in Article 3 of this Agreement.

The parties may always terminate the contract by a written agreement. This shall not be construed that the rights that have arisen until the termination of the contract are waived.

However, each of the parties may claim that the other party has not fulfilled its obligations under this Agreement duly, and notify that to the other party by giving a reasonable time period. At the end of this period, if the breach is not remedied, that injured party may terminate the Agreement immediately by giving written notice.

VI. Rights and Obligations of the Driver

In providing services within the scope of this Agreement, the rights and obligations of the Driver are as follows;

- The Driver shall fulfill its obligations under this Agreement with its own vehicle/vehicles. The Driver cannot demand any extra equipment from the Company to fulfill any of her obligations under this Agreement.
- The Driver may fulfill the contractual requirements itself or can agree with other drivers. In any case, the Driver is obliged to provide properly licensed and qualified professional drivers who are able to understand and comply with instructions given to them.
- The Driver is responsible in exercising with extraordinary diligence in the vigilance over the goods and safety of passengers transported by them according to all the circumstances of each case assigned to them.
- The Driver shall ensure that in the carriage of goods or transport of passengers, drivers shall present and conduct themselves professionally in an appropriate and polite manner at all times.
- The Driver shall secure all the necessary legal and administrative documents required such as permits and licenses required for the performance of the Services.
- Regarding the goods delivery services, the cargoes are delivered to the driver as packaged by the company and delivered to the customer in the same way. The Driver has no responsibility for the contents of the packages.
- The Driver is responsible for complying with the required standards set forth for the carriage and taking necessary precautions during transport. All processes of the transportation or shipping shall comply with all applicable regulations prescribed by law, regulation, or governmental authority.

- The Driver is responsible for any damage or loss that occurs during the transportation of the goods. For such cases, the Driver can take out a transportation insurance, however, having taken out insurance does not remove the Company's right to claim compensation in case of a possible loss.
- The Driver shall provide their drivers the necessary knowledge, training, and supervision necessary to ensure the health and safety of those individuals while performing the services.

VII. Rights and Obligations of the Company

- The Company is obliged to share the delivery details with the Driver at least one week in advance.
- The Company is responsible for providing the correct address information to the Driver. In the event that the address has not been conveyed correctly by the Company, the Company is still obliged to pay the delivery cost.
- The Company may request all kinds of documents from the Driver such as insurance and maintenance related to the vehicle/vehicles. Also, the Company may request the Driver to submit the documents of the other drivers who the Driver works with.

IX. Confidentiality

Confidential information as contemplated in this Agreement shall refer to any information relating to the Company referring to any proprietary information, personal, or in any case, information for which is not disclosed to the public or reasonably considered common knowledge. Driver shall not disclose to any third party any confidential information belonging to the Company which the Driver may have acquired incidentally during the performance of this Agreement or in trust by the Company to Driver.

X. Force Majeure

Neither party shall be held responsible for any liability by reason of force majeure such as flood, earthquake, fire, uprising, war, or any causes beyond the Party's reasonable control unless such includes delay which was caused by such party hereto. Any claim or reporting of damage caused by force majeure must be made the soonest possible time.

XI. Non Exclusivity

It is expressly understood and agreed by the parties that this is not an exclusive Agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Company or as prohibit the Driver from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.

XII. Independent Contractors

The Parties agree that this Agreement does not constitute an employer-employee relationship. Parties likewise agree that this Agreement does not constitute a partnership or joint venture but is exclusively a contract for service.

Company is not required to pay or make contributions to Driver's social security, taxes, unemployment or workers' compensation, insurance premiums, or any other benefits received by persons under the Driver's employ.

XIII. Miscellaneous

Modifications - No amendment or modification to this Agreement shall be presumed to have been made unless such amendment is made in writing and signed by the Parties hereto.

Assignment - The Parties may not assign, subcontract, or otherwise transfer to another contractor the duties and responsibilities set forth in this agreement without due prior and written notice to the other party.

Severability - In case a competent court or authority holds invalid any of the provisions hereto, such invalidity shall affect only the said provision and the remaining provisions shall remain valid and enforceable.

Non Waiver - No act or omission shall be construed as a waiver of any party in their failure to exercise their demandable right over the other's breach of this Agreement. Only by express written consent and duly signed by the waiving party shall be considered as having been made.

Entire Agreement - This Agreement constitutes the entire agreement between the Parties and supersedes the other agreements made prior in relation to the subject matter. No other conditions, representation, warranty, collateral, or any other condition shall affect this Agreement.

Governing Law - This Agreement is governed by and construed in accordance with the laws of the State of _____ .

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

The Company

The Driver



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