



MEMBERSHIP APPLICATION AND AGREEMENT

Application

First Name: _____ Middle Initial: _____ Last Name: _____

Name of Business (if applicable): _____

Type of Entity (if applicable): _____

Address:

Home or Business Phone: _____ Mobile Phone or Pager: _____

Social Security Number: _____

Tax Payer ID Number: _____

Business License Number (e.g., in California use your CA #): _____

Date of Birth* (of owner, if an individual, or of principal owner, if an entity): _____

* Due to insurance limitations, CMS cannot accept/retain members who are 75 years of age or older. Our insurance requires that members and potential members who are 70 years of age or older successfully complete a U.S.D.O.T. physical to become/remain a member.

Type of vehicle(s) you use to provide messenger, delivery and related services.

Note: Bicycles, Mopeds and motorcycles are not acceptable for CMS membership.

(Circle all that apply):

Car Pickup Minivan Cargo Van SUV Straight Truck Tractor Trailer

Vehicle Information: Year: _____ Make: _____ Model: _____

[Attached additional sheet if you use more than one vehicle, providing the above information for each vehicle.]

Drivers License (DL) Number: _____ State Issuing DL: _____

Agreement

This Agreement is made and entered into this _____ day of _____, 20____, by and between Contractor Management Services LLC, a Nevada limited liability company ("CMS"); and _____ (write name of Member), an individual/company/corporation residing/organized in _____ (write name of city or town), State of _____ ("Member").

RECITALS:

A. CMS is engaged in the business of providing various Membership services to Members who are engaged principally in the messenger, delivery and related services (collectively referred to herein as "Messenger Services") businesses. These services include, but are not limited to, processing invoices and payments, helping Members obtain various types of insurance coverage's, and providing assistance in complying with certain tax and business laws and regulations. Further, CMS assists independent Messenger Services providers in finding work opportunities with certain businesses that need Messenger Services ("Contracted Carriers"). Members who engage CMS to provide some or all of these services become "Members" of CMS.

B. Member is in the business of providing Messenger Services to companies on a contract basis. Member desires to utilize some or all of the services of CMS by becoming a CMS Member.

C. CMS and Member desire to enter into this Agreement for the purpose of setting forth the terms and conditions upon which they will establish their relationship.

NOW, THEREFORE, in consideration of the premises and for the purposes expressed above, the parties agree as follows:

1. Definitions. For purposes of this contract, the following terms shall have the following meanings:

"Commencement Date" shall mean the time that CMS accepts Member as a Member and receives the initial membership fee and application/setup fee from Member as a prospective Member.

"Basic Insurance Services" shall mean the following types of insurance products and any additional insurance products agreed upon by the parties in writing, in each case subject to applicable limitations set forth in Schedule "A" attached hereto (and as amended from time to time) and other insurance policy provisions:

- (a) Occupational accident insurance;
- (b) Limited Disability Coverage;
- (c) Continuous total disability coverage;
- (d) Accidental death and dismemberment coverage.

"Additional Insurance Services" shall mean the following types of insurance products and any additional insurance products, for which an additional fee is required, agreed upon by the parties in writing, in each case subject to applicable limitations set forth herein and other insurance policy provisions:

- (a) Medical Insurance.
- (b) General Liability Insurance.
- (c) Commercial Automobile Insurance.
- (d) Cargo Insurance.
- (f) Damage to Automobile Insurance.
- (g) Life, Dental and Vision Insurance.

“Member” shall mean a Member who has entered into an agreement with CMS whereby Member becomes entitled to the services provided by CMS. A “Member” of CMS does not acquire any interest in CMS or any other rights except as expressly set forth in this Agreement. Such right to pay for and receive such services may be termed “Membership.” CMS Membership may be terminated at any time, with or without cause, by CMS or by the Member.

“Membership Fees” shall mean the payments required to be paid by a Member to become a Member and to retain his CMS Membership. Such fees are subject to change.

“Offset” shall mean any amount that Member authorizes CMS to deduct from the settlements from Contracted Carriers either under this Agreement or under any other agreement, or claimed as an offset by the Contracted Carrier and requested to be withheld. The term “Offset” includes, but is not limited to, the Membership Fee and the amounts Member requests be held in a tax savings account, fees for Additional Insurance Services requested by the Member as well as any other fees due CMS for services provided hereunder, any deductions Member authorizes CMS to withhold and to be paid or remitted to third-parties.

2. Relationship of Parties. Member hereby states, acknowledges and affirms that Member is engaged in the independent business of providing Messenger Services to, and for, customers and clients of Contracted Carriers who broker such services between independent contract drivers, such as Member, and customers/clients. As such, Member must supply all the tools, equipment, vehicles, insurance, and supplies commonly used in the operation of a delivery business. Member further acknowledges and agrees that Member is not, and shall not claim to be, or be considered, an employee of CMS or any Contracted Carrier by virtue of providing Messenger Services to, or for, customers/ clients of Contracted Carriers, and that Member is organized as a sole proprietorship, partnership, limited liability corporation, or corporation. As a Member, Member acknowledges he/she is not entitled to any employee benefits of either CMS or Contracted Carriers. Further, Member hereby acknowledges, affirms and attests that any services provided by Member are not services provided for, or on behalf of, CMS.

3. Obligations, Responsibilities and Warranties of Member. Member agrees to fulfill the following conditions and obligations as a Member of CMS:

(a) Payment of Membership Fee to CMS. Member agrees to make the payments to CMS for the Member’s Membership in CMS. Such payments shall be made in the amounts, and on one of the schedules, set forth below. Member shall elect to make payments on one of these schedules. Member’s Membership in CMS shall terminate immediately upon Member’s failure to make these payments to CMS on the schedule (weekly, bi-weekly or semi-monthly) as selected by Member or upon Member’s termination of services, for any reason, to, or for, a Contracted Carrier.

<u>If payments are made on a:</u>	<u>Then Membership Fee will be:</u>
Weekly Basis:	
Courier Class-	\$25.00 per week under 10,000 GVW
Trucker Class-	\$55.00 per week over 10,000 GVW
Bi-Weekly Basis:	
Courier Class-	\$50.00 per check under 10,000GVW

Trucker Class- Semi-Monthly:	\$110.00 per check over 10,000 GVW
Courier Class-	\$54.17 per check under 10,000 GVW
Trucker Class-	\$119.16 per check over 10,000 GVW

In addition to the recurring Membership Fees, Member shall pay to CMS an initial nonrefundable Membership application/setup fee of \$20.00. Member may request these initial fees be made as an Offset from the first settlement(s) made to Member by CMS.

Member acknowledges CMS may change the amount of any or all of the above fees, at any time.

(b) Payment for Additional Services. As set forth in paragraph 5, below, Member agrees to pay additional charges for any additional services provided or made available by CMS that are not included as part of the Basic Membership Services, and for which an extra charge may be required.

(c) Maintain Insurance Coverage.

(i) Vehicle Insurance: At all times while this Agreement is in effect, Member agrees to maintain automobile liability insurance coverage on any vehicle used in any way to provide Messenger Services under this Agreement. Such coverage shall have limits of no less than \$100,000 per person, \$300,000 per accident and \$50,000 property damage, or such other limits as required by the Contracted Carrier in an Addendum hereto. Said insurance shall list CMS as an additional insured. Member agrees to notify CMS immediately upon receipt of a notice of cancellation, non-renewal or similar notice. If requested by a Contracted Carrier, a current policy face page shall be provided by Member to all Contracted Carriers to, or for, which Member performs services. Member agrees to provide CMS and Contracted Carrier evidence of such insurance within 24 hours of such request by CMS or Contracted Carrier. This provision is solely for the benefit of CMS and shall not be construed as providing any rights or benefits to third parties that are not parties to this Agreement.

(ii) Occupational coverage: At all times while this Agreement is in effect, Member agrees to maintain and provide CMS proof of either (1) self-employed workers' compensation coverage protecting Member for injuries sustained while performing Messenger Services, or (2) occupational accident medical, disability, death and dismemberment, and survivor benefits coverage to protect Member for injuries sustained while providing Messenger Services to, or for, a Contracted Carrier.

(d) Compliance with Contracted Carrier Requirements. A Contracted Carrier may have additional terms and conditions that will be applicable to services provided by Member to, or for, that Contracted Carrier, to the extent they do not interfere with the Member's established operating procedures. These terms and conditions shall be set forth in either an addendum to this Agreement, which shall only apply to services provided to, or for, the Contracted Carrier identified in the Addendum, or in a separate agreement between the Member and the Contracted Carrier.

- (e) Billing. Member is responsible for timely submitting invoices to each Contracted Carrier to, or for, which Member provides services. The Member's invoice will direct the Contracted Carrier(s) to remit payment to CMS, as Member's collection agent. The invoice will indicate the jobs performed and the amount billed for each job by Member. Failure to submit invoices in a timely manner may result in delays in receipt of payments and, at CMS's sole discretion, the termination of Member's Membership in CMS. For purposes of this paragraph, "timely" shall mean the dates established by the Contracted Carrier(s) for the submission of invoices for each applicable period of time. Member acknowledges and agrees that CMS is not obligated to make payment to Member for an invoice until the Contracted Carrier has submitted payment to CMS for that invoice.
- (f) Payment or Billing Disputes. The Member shall examine each payment received by the Member from CMS under this Agreement upon receipt and shall timely notify CMS in writing of any discrepancies in deductions made or amounts paid, including the reason for such discrepancy and the amount in dispute. CMS shall examine the records and shall timely verify to the Member the amounts paid or deducted and, if necessary, shall reissue a corrected payment to the Member. For purposes of this paragraph, "timely" shall mean the policies and deadlines then in effect as established by CMS. The Member hereby expressly agrees that the Member's negotiation of any check or other form payment tendered by CMS for amounts due to the Member under this Agreement proves acceptance by the Member of the amounts paid and the deductions withheld by CMS regarding such payment. If the nature of the alleged discrepancy and dispute is within the control of the Contracted Carrier, the Member shall be solely responsible for resolving any such dispute with the Contracted Carrier. CMS may, but is not obligated to, assist Member in such disputes if requested to do so.
- (g) Provide Own Equipment, Tools and Expenses. Member shall be solely responsible, at his/her sole expense, for obtaining and providing all equipment (including vehicles, radios and other communications equipment), uniforms, tools, and other items necessary to allow Member perform the Messenger Services to be provided to, or for, Contracted Carriers. If Member leases any equipment from CMS or a Contracted Carrier, or is using any lease program at any time made available by CMS or a Contracted Carrier, then Member authorizes CMS to deduct (as an Offset) the required equipment lease payments from the settlement payments CMS remits to Member. Member shall also be responsible for all costs and expenses associated with providing Messenger Services, and acknowledge and agree neither CMS nor any Contracted Carrier shall be liable or responsible for such costs or expenses.
- (h) Risk of Loss. Member acknowledges and agrees that he/she is solely responsible for, and bears the risk of, loss, damage, shortage, or theft in relation to, any packages, merchandise, or any other items entrusted to Member by a Contracted Carrier for delivery, which Member transfers or otherwise has custody over, including late deliveries, if such loss, damage, shortage, theft, or late delivery is the result of Independent Contract's negligence or intentional misconduct. Member agrees to defend, indemnify and hold harmless CMS and the Contracted Carrier who entrusted the package or item to Member from and against any loss, damage, shortage, theft or late delivery in relation to the package or item resulting from Member's negligence or intentional misconduct. Contracted Carriers shall have the right to request CMS to withhold the amount of any loss or damage from Member's settlement and/or pursue legal action to recover any damages incurred or paid by Contracted Carrier as a

result of the loss, damage, shortage, theft or late delivery of any item entrusted to Member due to the Member's negligence or intentional misconduct. Member hereby authorizes CMS to withhold any such amounts requested by Contracted Carrier and shall hold CMS harmless for complying with such request.

- (i) Pay Own Expenses. Member shall be solely responsible for paying its own businesses expenses and has no right to seek reimbursement from either CMS or Contracted Carrier.
- (j) Tax Obligations. Member acknowledges and understands that Member is solely responsible for complying with, and hereby covenants and warrants that he/she will comply with, all local, state and federal tax filing and payment obligations. Member agrees to provide CMS, if requested to do so, proof of such compliance. Member further acknowledges and understands that no amounts will be withheld from settlement payments for income, social security or other taxes, and that Member is responsible for submitting, or arranging for the submission and payment, of all quarterly income tax and self-employment tax payments. Member shall also provide CMS with a properly completed, truthful and accurate IRS Form W-9 on which Member shall truthfully report its taxpayer identification number. The Member acknowledges that CMS will report all payments made to Member as required by applicable federal, state and local laws
- (k) Financial Risk. Member acknowledges and accepts that he/she is put at financial risk of loss by entering into this Agreement with CMS and operating as a Member. Member understands and agrees that the commissions he/she receives for Messenger Services may not be sufficient to cover all business expenses incurred by Member in operating his/her business as an Member and may be held liable for both actual and consequential damages arising out of his/her performance.

4. Scope of Basic Services Provided by CMS. CMS agrees to provide the following basic services to Member as a Member of CMS. The continued performance of these services by CMS is conditioned upon Member's performance of its obligations under this Agreement. These basic services are provided to all CMS Members as consideration for the Member payment of the Membership Fee provided for in paragraph 3(a) above and otherwise complying with the terms of this Agreement.

- (a) Billing and Payment Services. CMS will remit all payments due to Member (except as provide below) within six(6) working days after the receipt of payment from the Contracted Carrier(s) for whom Member has performed services and provides an invoice as required in paragraph 2. For purposes of this paragraph, this shall be known as the "Payment Date." CMS's obligation to make such payments to Member is expressly conditioned upon CMS receiving payments from the Contracted Carrier(s). CMS's payment to Member shall only include those amounts received by CMS before the Payment Date on invoices submitted by Member to Contracted Carrier(s), less any Offsets authorized by Member herein or otherwise, or authorized by law.

As a courtesy, and for the convenience of Member, payments issued by check will be submitted to the Contracted Carrier(s) for distribution to the Member. If Member requests that payments by check be made directly to Member, such request must be made in writing to CMS. Member will be responsible for all additional costs (as an Offset) incurred as a result of this request. Further, Member understands direct

delivery to Member may result in a delay of Member receiving payment. If available, Member may request direct deposit of the settlement payments to his/her account with a financial institution.

- (b) Provide Basic Insurance Services, Duration of Insurance Coverage. CMS shall provide Basic Insurance Services (See, Schedule A) to Member, the costs of which are included in the membership fee provided for in Paragraph 3(a). Member shall have the right to reject such insurance services, but such rejection shall not result in a reduction or reimbursement of the CMS membership fee. Member's coverage under these Basic Insurance Services shall begin when Member starts performing services for a Contracted Carrier, *provided that* all applicable insurance enrollment and other forms are properly completed and forwarded to CMS in a timely manner and the receipt of which is confirmed. Member's coverage under these Basic Insurance Services shall end upon the termination of Member's membership with CMS.
- (c) Provide Leads to Contract Carrier. CMS may make available a referral center to Member and other CMS Members. This service may include CMS recommending Member to Contracted Carriers for Messenger Service needs of Contracted Carrier. However, CMS makes no guaranty that it will provide a minimum number of referrals or leads to Member or that any referrals or recommendations will result in work for Member.
- (d) Member's Agents and Employee's Not Covered. If the Member has any subcontractors, employees or other agents, such persons or entities are not automatically covered by this Agreement or any of the insurance policies or coverage provided to Member under this Agreement. Independent Contract may, for an additional fee, arrange for CMS to provide insurance coverage for its subcontractors, employees and agents. If an employee, subcontractor or agent of Member is provided insurance coverage through CMS or becomes a member of CMS, Member agrees to notify CMS within five (5) calendar days of such person or entity no longer working or providing services for Member. When Member retains a new Messenger Services provider, as either an employee or a Member, the new Messenger Services provider shall not be automatically covered by CMS. Each such person or entity must make a separate Membership application with CMS or be covered separately.
- (e) Matters arising before Membership. This Contract and the benefits of CMS Membership do not cover matters arising before the Commencement Date.
- (f) No Training. CMS is not responsible for training Member. Member represents he/she has the experience operating a Messenger Services business and therefore needs no training in how to provide those services. However, as a consultant, CMS is available to provide insurance and related advice that may assist Member in the operation of its Messenger Services business.
- (g) No Participation in Discriminatory Practices. CMS represents and warrants that it will not participate in or sanction discriminatory practices by a Contracted Carrier, nor will CMS provide job leads to Member based on prohibited discriminatory practices, such as race, religion, disability, color, and sexual orientation.

5. Scope of Additional Services Provided by CMS. In addition to the Basic Services provided under paragraph 4, CMS may provide additional services to CMS Members for an

additional charge. CMS and Member will agree upon the charges for each of these additional services. Member authorizes CMS to deduct all charges for additional services from Member's payments from Contracted Carriers as an Offset. These additional services may include the following:

- (a) Additional Insurance Services. CMS may provide Member those Additional Insurance Services offered by CMS that Member elects and agree to pay the addition fee for such Additional Insurance Services. Member's coverage under these Additional Insurance Services shall begin when Member makes its first required payment for such coverage's and such policies are put into effect, *provided that* Member properly completes and forwards all applicable insurance enrollment and other forms to CMS in a timely manner. Member's coverage under these Additional Insurance Services shall end upon the termination of Member's membership with CMS.
- (b) Qualified Plan Services. CMS may assist Member in setting up and maintaining a tax-deferred retirement plan.
- (c) Business Structuring Services. CMS may assist Member in setting up and structuring Member's business so as to minimize risk of liability exposure, etc.

6. No Guaranty of Referrals or Other Benefits. Member acknowledges that CMS does not guaranty any number of referrals or any benefits other than those expressly set forth in this Agreement.

7. Right of Member to Accept or Reject Job Leads. As a Member, Member shall have no obligation to accept any job leads provided by CMS.

8. Non-exclusivity; Non-competition. This is a non-exclusive agreement. However, Member agrees not to perform Messenger Services for a Contracted Carrier with which CMS has contracted to recruit and refer Messenger Service providers, unless such services are performed pursuant to a referral of Member to the Contracted Carrier by CMS. Further, Member agrees not to provide, for a period of one-year from the date of termination of his/her CMS Membership, Messenger Services for a Contracted Carrier with which CMS has contracted.

9. Additional Covenants and Warranties of Member.

- (a) Waiver of Claims against CMS. Member acknowledges that CMS shall have no liability (directly or indirectly) to Member for claims by any governmental agency (including but not limited to taxing authorities) against Member. Member further agrees CMS shall have no liability to Member for claims by Member alleged to be the result of (1) termination by a Contracted Carrier of the Messenger Services to be provided by Member, (2) discrimination against Member by the Contracted Carrier or any other person or entity on the basis of race, ethnic background, age, sex, gender, religion, color, disability or sexual orientation, and (3) the violation by Contracted Carrier or any other person or entity of state or federal labor related laws. Member hereby acknowledges, attests and affirms that he/she is not providing a service for or on behalf of CMS and that CMS does not exercise, and has no authority to exercise, any direction or control of Member of the means, manner or method of Member providing Messenger Services.

(b) Compliance with Regulations, Rules, and Laws. Member represents and warrants that during the term of this Agreement it will comply with all applicable federal, state, and local government laws, rules and regulations applicable to Member's business, whether or not such laws, rules or regulations are expressly referenced or cited in this Agreement. These include, but are not limited to, income tax and other tax filings and payments, registrations, certificates, business permits, licensing requirements (including driver's licenses where applicable), or other similar requirements of any governmental entity in order for Member to carry out its obligations under this agreement. Member understands that this may include federal self-employment taxes on net income earned from his Messenger Services business. At the request of CMS, Member shall provide proof of such compliance.

10. No Right to Bind CMS, No Partnership, Joint Venture or Agency. Member acknowledges he/she is not an officer or employee of CMS and shall have no authority to enter into contracts on behalf of or to bind CMS. This Agreement shall not be construed as creating a partnership or joint venture agreement between CMS and Member, or creating an agency relationship between CMS and Member.

11. Confidentiality of Contracted Carrier Information. Member agrees that it will not directly or indirectly use, divulge, communicate or otherwise reveal to any person confidential information related to the operations of CMS or any Contracted Carrier. For purposes of this paragraph confidential information shall include information not generally available to the general public.

12. No obligation of CMS or Contracted Carrier to provide Benefits to Member. Member acknowledges that he/she operates an independent business and has no right to receive any employee retirement benefits, employee fringe benefits, employee health benefits or other similar benefits from CMS or any Contracted Carrier for which Member performs services. Member hereby waives any claim it may have to such benefits.

13. Waiver of Right to Workers' Compensation Benefits. As a Member, Member acknowledges that he/she is not an employee of CMS or of any Contracted Carrier for, or to, which it provides services and, therefore, has no right to workers' compensation benefits. If Member is found to have any rights to workers' compensation benefits, Member hereby waives such rights for itself and for its heirs, successors, affiliates and assigns, and, to the extent permitted by law, declines and opts out of workers' compensation benefits. Member hereby accepts, in lieu of any other workers' compensation benefits to which Member may be entitled, the self-employed workers' compensation coverage or the occupational accident medical, disability, death and dismemberment, and survivor benefits coverage which Member is required to obtain, and maintain, pursuant to Paragraph 3(c)(ii) herein.

14. Notices. Any notice permitted or required to be given pursuant to this Agreement shall be deemed to have been given when appropriate notice thereof has been validly given or served in writing and delivered personally or sent by registered or certified mail, postage prepaid, to the address of such party set forth in this Agreement or to such other addresses as either party may hereafter designate to the other in writing.

15. No Waiver of Rights. The failure of either party strictly to enforce any provision hereof shall not be construed as a waiver thereof or as excusing either party from future performances in strict accordance with the provisions of this Agreement.

16. Governing Law; Choice of Venue; Jurisdiction. Subject to the Arbitration provision below, this Agreement shall be construed and enforced in accordance with, and shall be governed by, the laws of the State of Nevada, without regard to its choice of law rules. The parties agree that the proper venue for any action brought under or related to this Agreement shall be in a Nevada District Court or in the United States District Court for the District of Nevada. The parties agree that these courts shall have exclusive Jurisdiction over these matters. Member hereby waives any objection to the jurisdiction of said courts in any litigation arising hereunder on the basis that such court is an inconvenient forum or otherwise.

17. Term and Termination of Agreement. This Agreement shall commence on the Commencement Date set forth herein and shall continue for a period of one (1) year unless terminated sooner. Either party may terminate this Agreement, with or without cause, at any time. This Agreement shall automatically terminate if Member has not been issued a settlement check for Messenger Services for a period of thirty (30) days. This Agreement shall automatically renew for successive one-year period, unless either party terminates the Agreement. Due to the age restrictions imposed by the provider of the CMS membership basic benefits set forth in Schedule A, this Agreement shall automatically terminate on the Member's seventieth (70th) birthday unless (1) IC successfully completes and passes an annual U.S.D.O.T. physical, in which case the Agreement automatically terminates on the Member's 75th birth date, or (2) IC provides proof of coverage required in paragraph 3(c)(ii) herein. Any termination shall not affect any accrued obligations of either party under this Agreement. All accrued obligations owed by either party to the other party shall be paid upon termination. CMS has the right to deduct any amounts owed to CMS by Member from any amounts CMS is required to remit to Member. Further, termination of this Agreement shall not terminate Member's on-going obligations hereunder which either expressly, or implicitly by the terms herein, survive the termination of this Agreement.

18. Entire Understanding. This Agreement constitutes the entire understanding and agreement between CMS and Member with regard to all matters herein, and there are no other agreements, conditions, or representations, oral or written, expressed or implied, with regard thereto other than as referred to herein. This Agreement may be amended only in writing, signed by both parties hereto.

19. Severability. If any term or provision of this Agreement shall be held to be invalid or unenforceable for any reason, such term or provision shall be ineffective to the extent of such invalidity or unenforceability without invalidating the remaining terms and provisions hereof, and this Agreement shall be construed as if such invalid or unenforceable term or provision has not been contained herein.

20. Successors; Assignment; Delegation. This Agreement shall be binding upon, and shall inure to the benefit of CMS and its respective heirs, administrators, executors, and successors. CMS shall have the right to assign its rights and to delegate its duties under this Agreement. Member shall not have the right to assign its rights and to delegate its duties under this Agreement, as its services are personal.

21. Creditors. No provision of this Agreement is for the benefit of, or shall be enforceable by, any creditor of any party hereto.

22. Arbitration. In the event that either of the parties to this Agreement brings an action at law or equity arising from, related to, or as a result of this Agreement or the relationship created by this Agreement, both parties agree to submit the matter to binding arbitration to

be held in Las Vegas, Nevada, and conducted under the Commercial Arbitration Rules of the American Arbitration Association.

23. Attorneys' Fees. In the event that either party breaches this Agreement, the breaching party shall be liable for all costs and attorneys' fees incurred by the non-breaching party as a result of the breach or in enforcing the terms of this Agreement.

24. Power of Attorney. By execution of this Agreement, Member hereby constitutes and appoints CMS as his limited attorney-in-fact with limited power and authority to act on Member's behalf and in his name for the purpose of executing, acknowledging, swearing to, filing and recording any documents that may be necessary or desirable to carry out the terms of this Agreement.

25. Indemnification. Member shall defend, indemnify and hold harmless CMS, the Contracted Carrier and each of their respective officers, directors, managers, and affiliates, from and against any and all cost, loss, liability, delay and expense (including attorneys' fees) that may result from any activities of the Member, whether or not within the scope of this Agreement, and from and against any failure by the Member to perform any of the Member's obligations under this Agreement.

26. Acceptance by CMS. CMS shall be deemed to have accepted this Membership Application and Agreement by issuance of the first settlement check to Member.

27. Electronic Copy. Member agrees that an electronic copy of this Membership Application and Agreement, maintained in accordance with the Uniform Electronic Transaction Act, shall be binding on Member and have the same effect as the original.

IN WITNESS WHEREOF, the Member executed this Membership Application and Agreement on the date first set forth above.

"Member"

I, _____ the Member herein,
(Print Member Name)

have read this Agreement and hereby acknowledge and agree that any Messenger Services I provide as a member of CMS will be performed by me as a Member. I am not, and shall not claim to be, an employee of CMS or any Contracted Carrier to, or for, which I provide Messenger Services while a member of CMS. Further, I have been provided not less than seventy-two (72) hours to review this Agreement before signing, and I have had sufficient opportunity to obtain the advice and counsel of an attorney or other person(s). I have freely and voluntarily executed this agreement below.

(Signature)

(Print Name)

SCHEDULE A

The following Insurance Services constitute the Basic CMS Membership Benefits referred to in the Membership Application and Agreement. The services listed in this Schedule may be changed from time to time by CMS upon prior written notice to Member.

- (a) Occupational Accident Insurance: Will pay medical related bills on behalf of the Member as a result of an injury incurred while Member is performing Courier/Messenger Services for a Contracted Carrier. The limits of such coverage are as shown in the most current Summary of Benefits provided by the Insurer at the time of Member's enrollment for coverage.
- (b) Temporary Total Disability Coverage: Benefits begin on the 8th consecutive day that Member is unable to perform Courier/Messenger Services due to an injury that was incurred while Member was performing Courier/Messenger Services for a Contracted Carrier. The limits of such coverage are as shown in the most current Summary of Benefits provided by the Insurer at the time of Member's enrollment for coverage.
- (c) Continuous Total Disability Coverage: Benefits are paid if Member is unable to perform Courier/Messenger Services due to an injury that was incurred while Member was performing Courier/Messenger Services for a Contracted Carrier and the Member has exhausted the Temporary Total Disability coverage provided herein, subject to SSDI eligibility and offsets. The limits of such coverage are as shown in the most current Summary of Benefits provided by the Insurer at the time of Member's enrollment for coverage.
- (d) Accidental Death Coverage: Provides a lump sum benefit to Member's spouse, or such other person(s) as Member designates, if Member dies as a result of injuries incurred while performing Courier/Messenger Services for a Contracted Carrier. The limits of such coverage are as shown in the most current Summary of Benefits provided by the Insurer at the time of Member's enrollment for coverage.
- (e) Accidental Dismemberment Coverage: Provides a benefit (monetary payment) if Member loses a limb or other specified body part (e.g., foot, hand, eye, etc.) as a result of an accident or incident that occurred while Member was performing Courier/Messenger Services for a Contracted Carrier. The limits of such coverage are as shown in the most current Summary of Benefits provided by the Insurer at the time of Member's enrollment for coverage.
- (f) Survivor Benefits: Provides a monthly payment to Member's survivors if Member dies as a result of injuries incurred while Member was performing Courier/Messenger Services for a Contracted Carrier. The limits of such coverage are as shown in the most current Summary of Benefits provided by the Insurer at the time of Member's enrollment for coverage.

Please write, in your own handwriting, the following:

I (Your Name) have read the agreement and wish to provide services as a Member to companies I am referred to by CMS.

I am not an employee or agent of CMS or any company I am referred to by CMS, and agree that, as an Member, I am not entitled to either workers' compensation or unemployment compensation benefits.

I am self-employed and I am responsible for my own taxes.

Member's Signature

Date
