



INDEPENDENT CONTRACTOR DRIVER AGREEMENT

This Contractor Agreement (the "Agreement") is made as of [DATE], between MASOMA LOGISTICS LIMITED (the "Company") with its principal place of business located at No. 11 Levites Avenue, Tseaddo and [CONTRACTOR'S NAME] (the "Contractor") (collectively, the "Parties").

WHEREAS, Company requests Contractor to perform services for it and may request Contractor to perform other services in the future; and

WHEREAS, the Company and Contractor desire to enter into an agreement, which will define respective rights and duties as to all services to be performed;

NOW, THEREFORE, in consideration of agreements contained herein, the parties hereto agree as follows:

Independent Contractor Status

Contractor is an independent contractor, and neither Contractor nor Contractor's employees or contract personnel are, or shall be deemed, Company's employees. In its capacity as an independent contractor, Contractor agrees and represents, and Company agrees, as follows:

- Contractor does not have 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.
- If the Contractor has obtained employees or agents (the "**Contractor Personnel**"), the Contractor shall be solely responsible for all costs associated with the Contractor Personnel.
- Contractor or Contractor's employees or contract personnel shall be required to wear any uniforms provided by Company.
- The services required by this Agreement shall be performed by Contractor, Contractor's employees, or contract personnel, and Company shall not hire, supervise, or pay any assistants to help Contractor.
- Contractor or Contractor's employees or contract personnel shall receive training from Company 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 Company to devote full time to the performance of the services required by this Agreement.
- Contractor has the right to perform services for others during the term of this Agreement.



- Neither Contractor nor Contractor's employees or contract personnel may act as agent for, or on behalf of, the Company, or to represent the Company, or bind the Company in any manner.
- The Parties intend that the Contractor and any Contractor Personnel be engaged as independent contractors of Company.

Payment

In consideration for the services to be performed by Contractor, Company agrees to pay Contractor at the following rates: 80% of the value of the delivery. This can be changed without prior notice.

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.

Vehicles and Equipment

Contractor will furnish all vehicles, equipment, tools, and materials used to provide the services required by this Agreement.

Business Licenses, Permits, and Certificates

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

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 Company.

Unemployment Compensation

Company shall make no 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.

Workers' Compensation

Company 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 Company with a certificate of workers' compensation insurance before the employees begin the work.

Resolving Disputes

If a dispute arises under this Agreement, any party may take the matter to court, or an appropriate jurisdiction of the country to resolve the dispute.



OR

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. 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 Ghana. 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.

Confidentiality

Contractor acknowledges that it will be necessary for Company 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 Company. Accordingly, Contractor will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of Company without Company's prior written permission except to the extent necessary to perform services on Company's behalf.

Proprietary or confidential information includes:

- the written, printed, graphic, or electronically recorded materials furnished by Company for Contractor to use any written or tangible information stamped "confidential," "proprietary," or with a similar legend, or any information that Company 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
- Information belonging to customers and suppliers of Company about whom Contractor gained knowledge as a result of Contractor's services to Company.

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

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

Insurance

Company shall not provide insurance coverage of any kind for Contractor or Contractor's employees or contract personnel. Contractor shall obtain all required insurance coverage and maintain it during the entire term of this Agreement.

Indemnification

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

Contractor agrees to indemnify and hold harmless Company and its officers, directors, employees and agents, from and against all claims, liabilities, losses, costs, damages,



judgements, penalties, fines, attorneys' fees, court costs and other legal expenses, insurance deductibles and all other expenses arising out of or relating to, directly or indirectly, from:

- the negligent, grossly negligent, or intentional act or omission of Contractor,
- Contractor's failure to perform any of its obligations under this Agreement, and
- any act or omission of Contractor in connection with the Work.

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 Company, and Contractor hereby assigns to the Company all right, title and interest therein, including but not limited to all audio-visuals, 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 Company's ownership in the Work Product.

- Contractor hereby assigns to the Company all right, title, and interest in any and all photographic images and videos or audio recordings made by the Company during Contractor's work for them, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.
- The Company will be entitled to use Contractor's name and/or likeness use in advertising and other materials.

No Partnership

This Agreement does not create a partnership relationship. Contractor does not have authority to enter into contracts on Company's behalf. Nothing contained in this Agreement will be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship.

Assignment and Delegation

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

Miscellaneous Provisions

This Agreement, and any accompanying appendices, duplicates, or copies, constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements, representations, and understandings of any kind, whether written or oral, between the Parties, preceding the date of this Agreement.

- This Agreement may be amended only by written agreement duly executed by an authorized representative of each party (email is acceptable).
- If any provision or provisions of this Agreement shall be held unenforceable for any reason, then such provision shall be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.
- This Agreement shall not be assigned by either party without the express consent of the other party.



- A failure or delay in exercising any right, power or privilege in respect of this Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power or privilege.

Entire Agreement

The terms and conditions referred to in this Agreement constitute all of the terms and conditions of this Agreement and replace any prior understanding or agreement between you and the employer.

The terms and conditions referred to in this letter may only be varied by a written agreement signed by both you and the employer.

Signed..... (delivery Partner)

Name..... (delivery Partner)

Signed..... (Masoma Logistics Ltd)

Name..... (Masoma Manager)

Date.....