

Enrollment Form

AGREEMENT

I. CLIENT: The undersigned (hereinafter referred to as "Client"), has entered into an Agreement in writing this date with AFS Logistics, L.L.C. (hereinafter referred to as "AFS"), engaging AFS as consultant to Client under the following terms and conditions contained in this Agreement. Client and AFS may be referred to in this Agreement as "Party", or collectively, "Parties".

II. AFS: AFS agrees to provide to Client overnight and ground shipping audit services for Client's shipments transported through Federal Express (FedEx) and / or United Parcel Service (UPS) (hereinafter referred to as "Carrier(s)") as identified in the attached Letter of Authorization. The Client hereby expressly authorizes AFS to receive electronic copies of Client's Carrier(s) invoices and billing history for the purpose of conducting audits of delivery, performance, billing accuracy, and the subsequent submission of request of refunds and/or credits (hereinafter referred to as "Savings"), due Client from Carrier(s).

III. PAYMENT TERMS: Client remains solely responsible for the payment of all invoices for all shipments made under or through its accounts with Carrier(s) regardless of the status of any request, or the current status of identified Savings due Client resulting from the services provided Client by AFS. Client is responsible for payment pursuant to the terms of invoices received by Client for the services performed by AFS. AFS shall invoice Client a fee equal to **fifty-percent (50%)** of the Savings generated for Client by AFS's service, and Client shall pay such fees directly to AFS. Payment is due within twenty-five (25) days of receipt of an invoice from AFS. AFS's invoice will not include charges for any Savings due Client that have not yet been processed by Carrier in a manner allowing Client to confirm receipt of those Savings on Carrier(s) account.

IV. TERM: The Term of this Agreement is month to month. Either Party may cancel via email at any time via the email addresses provided in the Letter of Authorization page. In the event of termination, AFS shall deliver to Client a final invoice for any and all remaining Savings not previously invoiced to Client by AFS. Said invoice shall be identified clearly as: *Final Invoice, Contract Terminated*. Neither Party shall be liable to the other for any lost profits, loss of business, loss of data, or interruption of business, or for any indirect, special, incidental, or consequential damages arising out of or in connection with this contractual agreement or the services provided hereunder.

V. CONFIDENTIALITY: Due to the sensitive nature of auditing, Client agrees to keep all information regarding any aspect of this audit and subsequent Savings completely confidential. We understand that our handling of the information provided by Client is an extension of the trust placed in AFS by Client. AFS agrees that any information provided to us in order to perform our services, such as Client property / facility listings or documentation of a similar nature is the sole property of Client. All information disclosed to AFS during the execution of our work shall remain confidential. AFS agrees not to use, duplicate, or disclose any confidential information to any person or entity without the express written consent of Client.

VI. EXCLUSIVITY: Client acknowledges that AFS shall act as Client's limited agent solely for the specific purposes of using AFS's systems and technology to track and analyze shipping and billing records tendered by or for the Customer to Carrier(s). Client expressly grants AFS exclusive permission to contact and correspond with Carrier(s) for the purpose of verifying Client shipments and acquiring information with regard to the delivery times and payments for Client shipments. Client shall cooperate completely and fully in providing any additional information requested by AFS in order to complete the audits. In the event that separate authorization letters are required by Carrier(s), Client agrees to execute them in a timely fashion in order to allow AFS to audit the Client's Carrier(s) account activity.

VII. GOVERNING LAW: This Agreement shall be governed by and construed by the laws of the State of Louisiana and the parties agree to the personal jurisdiction of Louisiana courts. Client agrees to pay AFS reasonable attorney's fees in the event that amounts due to AFS under this Agreement are collected by or through attorneys.

VIII. SEVERABILITY: Should any provision of this Agreement be held invalid by reason of any law existing now or in the future in any jurisdiction by any court of competent authority or the directive of any governmental body, such provision shall be validly reformed so as to approximate the intent of the Parties as nearly as possible and, if unreformable, shall be deemed divisible and deleted with respect to such jurisdiction; this Agreement shall not otherwise be affected. **Agent Authority:** Refund Logistics, LLC is an authorized parcel audit sales affiliate partner of AFS. In the event you wish to contact a Refund Logistics representative:

800 Wilcrest, Suite 310
Houston, Texas 77042
Phone: 281-404-4800

ENROLLMENT INSTRUCTIONS:

1. Fill out all yellow high-lighted areas.
2. Sign where indicated.
3. Fax / email completed form to: (281) 404-4799 / enrollment@refundlogistics.com*
4. A countersigned copy will be mailed to you within seven (7) days of our receipt.

LETTER OF AUTHORIZATION

Attn: Enrollment
AFS Logistics, L.L.C.
670 Emberwood Drive
Shreveport, LA 71106

This confirms our appointment of AFS Logistics, LLC ("AFS") as our consultant and agent to act on our behalf in all matters concerning the below account(s). AFS is further authorized to file refund applications, sign any forms required to obtain legal refunds, exclusions, or exemptions, to inquire regarding status, and to receive any information relating to the processing of refunds, to which the above signed may be legally entitled. This authorization covers the location and providers identified below. This authorization shall remain in effect until further written notice is provided. I affirm that I have the authority to make and sign this Agreement and Letter of Authorization on behalf of the Company for these accounts. It is understood that the services provided under this Agreement and LOA are not auditing services as that term is used under "The Public Accountancy Act".

| | |
|----------------------|--|
| Company: | |
| Federal ID #: | |
| Printed Name: | |
| Signature: | |
| Title: | |
| Date: | |
| Phone: | |
| Fax: | |
| Email: | |



For AFS Logistics, L.L.C.: _____

● **CLIENT'S APPLICABLE CARRIER ACCOUNTS**

| Carrier: | <u>FedEx</u> | <u>UPS</u> | <u>Other</u> |
|-----------|--------------|------------|--------------|
| Account # | | | |
| Account # | | | |
| Account # | | | |
| Account # | | | |

*Refund Logistics is an authorized parcel audit sales affiliate partner of AFS Logistics, LLC.

SIGN UP FORM



1 How do you receive your invoices from FedEx & UPS?

EMAIL - (receive a message link to print your invoice)

| FEDEX | UPS |
|-----------------|-----------------|
| USER NAME _____ | USER NAME _____ |
| PASSWORD _____ | PASSWORD _____ |

REGULAR MAIL - (paper Invoices via USPS)

2 Please list the carrier account number(s): Attach a separate page, if necessary.

| FEDEX | UPS |
|---------------|---------------|
| ACCOUNT _____ | ACCOUNT _____ |
| ACCOUNT _____ | ACCOUNT _____ |
| ACCOUNT _____ | ACCOUNT _____ |

3 Where should we send your Weekly Carrier Billing Summaries & Invoices?

WEEKLY CARRIER BILLING SUMMARIES

| | |
|---------------|-------------|
| CONTACT _____ | EMAIL _____ |
|---------------|-------------|

MONTHLY INVOICES

| | |
|---------------|-------------|
| CONTACT _____ | EMAIL _____ |
|---------------|-------------|

4 Please provide an estimate of annual budget totals.

| FEDEX | UPS |
|----------|----------|
| \$ _____ | \$ _____ |

5 Has your FedEx or UPS pricing Agreement been negotiated within the last 12 months?

YES NO

6 Please attach a copy of a recent invoice for each account.

Simply fax or email this form along with your signed authorization letter to

(281) 404-4799 / enrollment@refundlogistics.com Thank You!

Refund Logistics is an authorized parcel audit sales affiliate partner of AFS Logistics, LLC