

INITIAL: _____



**DELIVERY WORX, INC.
AGREEMENT OF DELIVERY WITH
INDEPENDENT OWNER/OPERATORS/CONTRACTOR PROVIDERS**

Delivery Worx, Inc. a Georgia **Corporation** is a delivery jobber. Our customers notify us that an article requires pick-up and delivery and we subcontract the job to independent owner contractor delivery service providers.

The independent owner contractor delivery service Providers are independent contractors, herein referred to as "Contractor and Provider". As such, services are paid for **as** enumerated below with no withholding of income taxes, social security taxes or Medicare. **This is not an employer-employee relationship of any sort.** Annual payments to contractors will be reported at year-end on Federal form 1099 on a timely basis consistent with Internal Revenue Service requirements and the Contactor Provider is responsible for paying his income and self-employment taxes. Independent Contactor Provider understands that he may be required to remit quarterly payments of estimated taxes to both the
United States Treasury and the State of Georgia.

Independent Contactor Provider understands that at no time they will solicit products or services to Delivery Worx clients, and understand doing so will make them liable for a legal suit , damages, and legal fees. By signing this agreement contractor provider is agreeing to a 1 year non-compete with any Delivery Worx clients in the field of courier services.

**Accordingly, there is no stated or implied employer – employee relationship.
This contract may be canceled at any time and for any reason.**

Delivery Worx, Inc. accepts jobs on a fixed fee, per package, basis. Contractor Provider will be paid 60% of that fee. **Checks from Delivery Worx, Inc. will be issued to Providers on Friday covering the delivery week ended on Thursday, eleven (11) days earlier.** Delivery Worx, Inc. does not pay for Provider's vehicle repairs, tolls, licenses, fees, plates, insurance, towing, law enforcement citations, and law suits resulting from accidents, which are all the responsibility of the Contractor Provider. Any legal cost or fees that arise out of any actions by a contractor provider will be paid by Contractor Provider not Delivery Worx or any of Delivery Worx direct representative's. Contractor Provider will hold Delivery Worx its direct representatives and clients harmless for any action which brings suit to the contractor provider.

Contractor provider agrees, that all company information regarding Delivery Worx will be consider private and confidential, divulging any information about Delivery Worx company information or Clients of Delivery Worx Company Information will be grounds to bring suit against Contractor Provider. This includes all company processes, client information, and rate of pay. If any Contractor Provider slanders Delivery Worx to the public, Delivery Worx Clients, or other Contractor Providers, Contractor provider will further be held liable, for misrepresentation and libel. All Delivery Worx client information is confidential and regulated under federal privacy laws; any violation of Delivery Worx client privacy will end contractor relationship and make them liable for legal action for divulging any such information.

Additionally, contractors/providers are expected to provide a copy of a valid driver license, current MVR, citizenship verification, previous employment or contractor verification.

Contractors/providers are subject to periodic Drug Screens and full local, state, and national Criminal background checks for the past seven years.

Any changes to Contractor Provider driving record or criminal background must be reported to Delivery Worx immediately, any driving privilege suspensions or restrictions will make Contractor Provider immediately ineligible to contract for Delivery Worx and its clients, any violation of the above will make contractor provider legally liable for any issues that arise by not divulging this information.

Drivers may have OSHA training and must be compliant in HIPPA and DOT regulations. All drivers will complete Medical Courier Certification and have lockable containers for temperature sensitive specimens, blood/fluid spill kits, secure compartments for confidential patient information, secured vehicles at all times, logoed uniforms with photo identification, tracking and tracing to maintain chain of custody from pick up through Delivery.

Under HIPPA 42 USC § 1320d-5 All Contractor Providers understand, that it is a FEDERAL CRIME to divulge any patient information.

Any violation of the above will make Contractor Provider immediately ineligible to contract for Delivery Worx and legally liable, and Delivery Worx and all of its representatives and clients will be held harmless.

By signing below, the Contractor Provider agrees to the terms of this Agreement.

_____ (Printed/Typed)	_____
Provider	Date

_____ (Signed)	_____
Provider	Date