

MyCarrierPortal  
543 Country Club Dr Unit B338,  
Simi Valley, California, 93065  
805-587-5186

## Partnership Agreement

This Partnership Agreement ("Agreement") is entered into on \_\_\_\_\_, by and between MyCarrierPortal, hereinafter referred to as "Company," and \_\_\_\_\_, hereinafter referred to as "Partner."

### Purpose of the Partnership

The purpose of this partnership is to establish a collaborative relationship between the Company and the Partner for the integration into or with MyCarrierPortal.

### Term of the Partnership

This partnership shall commence on \_\_\_\_\_ (today's date) and continue for a period of 1 year unless terminated earlier as provided in this Agreement.

### Confidentiality

Both parties agree to maintain the confidentiality of any proprietary information shared during the course of this partnership. A separate Mutual Non-Disclosure Agreement (NDA) is attached hereto as Exhibit A and is incorporated by reference.

## Terms of Agreement

### BACK SOLICITATION

\_\_\_\_\_ and MyCarrierPortal agree that MyCarrierPortal, at great expense, has developed a broad customer and vendor base that is essential to the successful operation of the MyCarrierPortal.

\_\_\_\_\_ and MyCarrierPortal agree that disclosure of the identity of MyCarrierPortal customers to \_\_\_\_\_ constitutes valuable consideration. During the term of this AGREEMENT and for a period of one (1) year from the time of the termination of this AGREEMENT, \_\_\_\_\_ shall not, directly or indirectly, solicit or do business of a transportation nature with any of MyCarrierPortal's customers who are serviced by \_\_\_\_\_ as a result of this AGREEMENT unless otherwise agreed by the parties in writing. Solicitation includes conduct initiated or induced by \_\_\_\_\_, or accepted from or through others in any way related to or affiliated with the \_\_\_\_\_.

### SEVERABILITY

If any part of this AGREEMENT is determined by competent public authority or court to be contrary to the laws or regulations of any application jurisdiction, then such invalid or unenforceable provision shall be severed from this AGREEMENT; however, such determination shall not in any way affect the validity of any other provisions of this AGREEMENT.

### COMPLETENESS AND AMENDMENTS

The provisions contained in this AGREEMENT properly express the complete AGREEMENT and understanding between the parties, including those contained in all prior agreements or understanding whatsoever expressed or implied. This AGREEMENT may not be changed, waived or modified except by written agreement signed by \_\_\_\_\_ and MyCarrierPortal stating that such writing in an amendment to this AGREEMENT.

### ASSIGNABILITY AND OBLIGATIONS OF SUCCESSOR

Neither party to this AGREEMENT may assign its rights or obligations under this AGREEMENT without the express written consent of the other party. This AGREEMENT shall be binding upon the parties hereto, their legal representatives, successors, heirs and authorized assigns.

**EFFECTIVE DATE AND TERMINATION**

This AGREEMENT is to become effective on the date first written above, or to the extent applicable, upon the date which \_\_\_\_\_ and MyCarrierPortal commenced doing business together, whichever is earlier, and shall remain in effect for a period of one (1) year from such date, and shall automatically renew from year to year thereafter, subject to the right of either party to cancel or terminate the AGREEMENT at any time upon thirty (30) days advance written notice from one party to the other.

IN WITNESS WHEREOF, the parties hereto have executed this Partnership Agreement as of the Effective Date first above written.

MyCarrierPortal (Assure Assist, Inc.)

Company Name:

By: \_\_\_\_\_

By: \_\_\_\_\_

Meg Boaz, Director of Business Development

Partner's Name, Title:

Exhibit A: [Mutual Non-Disclosure Agreement \(MNDA\)](#)