By this Letter of Agreement between, **\_\_\_\_\_\_\_COMPANY NAME\_\_\_\_\_\_\_\_** having its principal place of business at **[Address­­­­­­­­­­­­]\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (the “Company”), and Betachon Freight Auditing, having its principal place of business at 7001 E. Ludlow Dr, Scottsdale, AZ 85254 (“Betachon”), the parties hereby agree as follows:

1. The Company will provide Betachon with the its overnight courier charge information and receipts along with other information required to allow Betachon to examine the charges for the purposes of determining whether the Company is due any monies from those couriers as a result of such entities overcharging for their services (“Overcharged Amounts”). The term “Overnight Courier Service” as used in this Letter Agreement refers to DHL, UPS, Federal Express and other similar service providers. Such information, which contains confidential information, is hereinafter referred to as the “Information”. **Betachon shall not use the information for any other purpose other than examining the charges for credits and refunds.**

2. Betachon will act as an Independent Representative of the Company in connection with the collection of any monies due from the Overnight Courier Services. In each case, Betachon will provide the Company with documentation concerning any Overcharged Amounts and any correspondence between Betachon and each Overnight Courier Service. The Company is not required to pay any expenses, fees or disbursements to Betachon other than as follows: In consideration of Betachon’s services, the Company agrees to pay an amount equal to **­­­­­­­­50%** of all Overcharged Amounts actually received by the Company from each Overnight Courier which shall be paid to Betachon within thirty days of actual receipt by the Company of such Overcharged Amount from any Overnight Courier.

**3. All Information will be kept confidential and shall not, without the prior written consent of the Company, be disclosed by Betachon or its employees, officers, directors, owners, agents or representatives (“Representatives”) in any manner whatsoever, in whole or in part. Moreover, Betachon agrees to transmit the Information only to its Representatives who need to know the Information. Betachon shall be responsible for any breach of this agreement by its Representatives.**

4. Upon the Company’s written request, the Information, and all copies thereof, will be destroyed without retaining any copies thereof or returned to the Company, as determined in the Company’s sole and absolute discretion.

5. In the event that Betachon or anyone to whom Betachon transmits the Information pursuant to this agreement become legally compelled (including, without limitation, by oral questions, interrogatories, requests for information or documentation, subpoena, civil or criminal investigation or other similar process) to disclose any of the Information, Betachon will advise a responsible officer of the Company as soon as reasonably possible so that the Company may seek a protective order or other appropriate remedy, at the Company’s sole cost and expense. In the event that such protective order or other remedy is not obtained, Betachon will furnish only that portion of the Information which is legally required and will exercise reasonable efforts to ensure that confidential treatment will be accorded the Information.

6. The Company and its Representatives and Betachon and its Representatives will not make any disclosure of any kind, including, without limitation, any public announcement of Betachon’s review or the fact of any discussions with the Company without the consent of the other party, except as required by law and in accordance with Paragraph 5 above.

7. This agreement shall be governed by and construed in accordance with the laws of the state of Arizona applicable to contracts made and to be performed entirely within such State. This agreement may not be amended or modified except in writing. This agreement may be executed via facsimile transmission and may be executed in separate counterparts, each of which shall be deemed to be an original and all of which together constitute a single instrument. This agreement and all the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

8. Betachon agrees to indemnify and hold the Company and its members harmless from any damages, loss, cost, or liability (including legal fees and the cost of enforcing this indemnity) arising out of or resulting from any unauthorized use or disclosure by Betachon or the Betachon’s Representatives of the Information or other violation of this Letter Agreement. In addition, because an award of money damages would cause the Company irreparable harm, Betachon also agrees that, in the event of any breach or threatened breach of this Agreement, the Company will also be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance. Such remedies will not be the exclusive remedies for any breach of this Letter Agreement but will be in addition to all other remedies available at law or equity to the Betachon.

9. In the event the company is caused to incur additional fees in order to recover the overcharged amount (esq., legal fees, collection fees), Betachon shall only be entitled to **50%** of the net recover, (defined as overcharged amount less any costs).

10. In the event that Company does not dispute or clarify any credits posted by Betachon within 60 days of Invoice receipt, Company agrees to pay Invoice in full.

11. The Company is in no way bound by a minimum period of time to honor the aforementioned details of this contract. As per the company’s request, regardless of any justifications, the company may exercise their right to terminate this agreement at any time. However, a 30 day courtesy would be appreciated but not enforced.