

INDEPENDENT CONTRACTOR AND OWNER OPERATOR LEASE AGREEMENT

This INDEPENDENT CONTRACTOR AND OWNER OPERATOR LEASE AGREEMENT (hereinafter referred to as this “**Agreement**”) is entered into—for good and valuable consideration of the premises, mutual promises, and conditions herein contained—by and between:

TRUCKING COMPANY, LLC (hereinafter referred to as “**TC**”), a State of Texas limited liability company seeking to hire the services of the independent contractor referenced below;

and,

_____ (hereinafter referred to as “**Contractor**”),

of _____ (physical address).

TC and Contractor are sometimes collectively referred to herein as the “**Parties**” and may be individually referred to as a “**Party**.”

This Agreement consists of (i) this signature page; (ii) the Equipment Lease information; (iii) the Standard Terms and Conditions; (iv) the Independent Contractor and Lease Provisions (hereinafter referred to as “**ICLPs**” or an “**ICLP**”); and (v) any addendum that may be executed by the Parties from time to time setting forth additional terms that the Parties may wish to enter into (hereinafter referred to as, each, an “**Addendum**”).

This Agreement is the complete and final agreement between the Parties, and it replaces any prior or contemporaneous agreement(s) or oral or written communications between the Parties. There are no conditions, understandings, agreements, representations, or warranties, express or implied, which are not specified herein. This Agreement may only be modified by a written document (i.e., an Addendum) expressly stated for such purpose and executed by the Parties.

IN WITNESS WHEREOF, each Party understands that their respective dated signatures below will duly authorize the full execution of this Agreement in its entirety, including the ICLPs. Each Party warrants and represents that its respective signatories whose signatures appear below have been and are, on the date of signature, duly authorized to execute this Agreement.

(“**TC**”)

(“**Contractor**”)

Authorized Representative of TC

Contractor’s Full Name

Authorized Signature

Authorized Signature

Date

Date

Phone Number

Phone Number

Email Address

Email Address

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EQUIPMENT LEASE

SELECT ONE: TC *will* lease equipment to Contractor for the purposes of accomplishing the work required by TC under this Agreement; **OR** TC *will not* lease equipment to Contractor, and Contractor will use his or her own equipment under the rules and directions detailed in this Agreement.

SELECT ONE:

If leasing equipment from TC, TC's equipment is more specifically described as follows:

Unit Number: _____

Type: _____

Make/Year: _____

VIN Number: _____

If not leasing equipment from TC, Contractor's equipment is more specifically described as follows:

Unit Number: _____

Type: _____

Make/Year: _____

VIN Number: _____

TC is a common carrier engaged in the transportation of commodities under certificates of authority from the Federal Motor Carrier Safety Administration (FMCSA) and/or other regulatory authorities having jurisdiction, or exempt from regulatory authority, and/or customer contracts.

If leasing equipment, let it be known that TC, the lessor, is the owner of certain motor vehicles (hereinafter referred to as the "**Equipment**"), which it may desire to lease to Contractor (depending on if Contractor possesses and is willing to use his or her own equipment), so that Contractor may provide a complete transportation service pursuant to this Agreement.

STANDARD TERMS AND CONDITIONS

§ 1 – AGREEMENT PROVISIONS; THE PARTIES' AGREEMENT. The provisions of these Standard Terms and Conditions and the ICLPs, shall, to the extent possible, be interpreted so as to supplement each other and avoid any conflict between them. The Parties jointly agree to be bound by the Standard Terms and Conditions contained in this Agreement, as well as in all areas pertaining to the ICLPs outlined in this Agreement hereinbelow.

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§ 2 – **TERM.** This Agreement is effective as of the date of last signature above on the signature page (hereinafter referred to as the “**Effective Date**”). This Agreement shall commence on the Effective Date, and it shall remain in effect until either Party terminates this Agreement in accordance with § 5 of these Standard Terms and Conditions.

§ 3 – **CONFIDENTIALITY.** The following are the confidentiality provisions the Parties agree to abide by throughout the course of their relationship and throughout the course of this Agreement.

§ 3.1 – **Types of Confidential Information.** In the course of this Agreement, each Party may obtain information from the other Party that is confidential and proprietary in nature, that is competitively sensitive material and not generally known to the public, which includes, *but is not limited to*, (i) information relating to development and plans; (ii) marketing strategies; (iii) finance; (iv) operations; (v) systems; (vi) proprietary concepts; (vii) documentation; (viii) reports; (ix) data; (x) specifications; (xi) computer software; (xii) source code; (xiii) object code; (xiv) flow charts; (xv) data; (xvi) databases; (xvii) inventions; (xviii) know-how; (xix) trade secrets; (xx) customer lists; (xxi) customer relationships; (xxii) customer profiles; (xxiii) supplier lists; (xxiv) supplier relationships; (xxv) supplier profiles; (xxvi) pricing; (xxvii) sales estimates; (xxviii) business plans and internal performance results relating to the past, present, or future business activities, technical information, design, process, procedure, formula, or improvement, which TC considers confidential and proprietary; (xxix) the terms of this Agreement; (xxx) nonpublic personal information of either Party; (xxxi) any information regarding a Party’s current, future, and proposed plans, regardless of the nature or scope of said plans; (xxxii) documents; (xxxiii); and (xxxiv) any other information the receiving Party knows or reasonably ought to know is confidential, proprietary, or secret information (hereinafter collectively referred to as “**Confidential Information**”).

§ 3.2 – **Contractor’s Acknowledgment.** Contractor acknowledges and agrees that the Confidential Information described above is the valuable property of TC, which was developed over a prolonged period of time at substantial expense and that it is worthy of protection. Contractor acknowledges the importance and value of this Confidential Information belonging to TC, and, therefore, Contractor hereby covenants to protect TC’s Confidential Information against unauthorized divulgement of its terms. Contractor further covenants to protect the constitution and integrity of this Agreement, specifically this entire § 3 and its subsections regarding TC’s Confidential Information, and Contractor shall act in a manner so as to further the purposes of this Agreement.

§ 3.3 – **Confidentiality Obligations; Required Disclosures; Effect of Termination on Confidential Information.** Except as otherwise expressly permitted in this Agreement, Contractor shall not disclose or use in any manner, directly or indirectly, any Confidential Information either during the term of this Agreement or at any time thereafter, except as required to perform their duties and responsibilities under this Agreement, or with TC’s prior written consent. The Parties acknowledge and agree that all records, lists, and information pertaining to clients, and other client data and information related to its business, are valuable assets to TC. Except for disclosures required to be made to advance the business of TC, and information which is a matter of public record, the Parties shall not, during the term of this Agreement or after the termination of this Agreement, disclose any Confidential Information of the other Party to any person, or use any Confidential Information of the other Party for the

benefit of the Party using said information, or for the benefit of any other person, except with the prior written consent of the Party to whom the Confidential Information belongs or pertains.

§ 3.4 – Rights in Confidential and Proprietary Information. All ideas, concepts, work product, information, written material, or other confidential and proprietary information disclosed to Contractor by TC (i) are and shall remain the sole and exclusive property of TC, and (ii) are disclosed or permitted to be acquired by Contractor solely in reliance on Contractor's agreement to maintain them in confidence and not to use or disclose them to any other person except in furtherance of TC's business. Except as expressly provided herein, this Agreement does not confer any right, license, ownership, or other interest or title in, to, or under the confidential and proprietary information, to Contractor.

§ 3.5 – Disclosure to Representatives. Contractor understands and agrees that certain Confidential Information may be required to be disclosed to certain individuals, such as directors, officers, employees, agents, or advisors (hereinafter collectively referred to as "Representatives") of TC.

§ 3.6 – Exclusions to "Confidential Information"; Publicly Available Information. The term "Confidential Information" does not include information that is or becomes publicly available (other than through breach of this Agreement), or information that is or becomes available to either Party on a non-confidential basis, provided that the source of such information was not known by the Party (after such inquiry as would be reasonable in the circumstances) to be bound by a confidentiality agreement or other legal or contractual obligation of confidentiality with respect to such information.

§ 3.7 – Disclosure of Confidential Information Compelled by Law. In the event that either Party or either Party's representative(s) (if any) are requested or required by law or legal process to disclose any of the Confidential Information of the other Party, the Party required to disclose such Confidential Information shall provide to the Party to whom the Confidential Information belongs or pertains with prompt oral and written notice before making any disclosure. In addition, Confidential Information may be disclosed to the extent required in the course of inspections or inquiries by federal or state regulatory agencies to whose jurisdiction either Party is subject, and that have the legal right to inspect the files that contain the Confidential Information.

§ 3.8 – Obligations. The Parties agree that at all times, and notwithstanding the termination or expiration of this Agreement, they shall hold all Confidential Information of the other Party and/or third party in strict confidence and trust, and shall not use, reproduce, or disclose the Confidential Information of the other Party and/or third party to any person or entity, except as specifically and explicitly permitted by the Party and/or third party to whom the Confidential Information belongs or pertains.

§ 3.9 – Exclusions to Confidentiality. The restrictions on use and disclosure of the Confidential Information shall not apply to the extent that the Confidential Information (i) is or becomes generally available to the public through no fault of the receiving Party (or anyone acting on its behalf); (ii) is subsequently disclosed to the receiving Party by a third party who may rightfully transfer and disclose the Confidential Information without restriction and free of any obligation to keep it confidential; or (iii) is independently developed by the receiving

Party or a third-party without reference or access to the disclosing Party's Confidential Information.

§ 3.10 – Irreparable Harm. Contractor acknowledges that the use or disclosure of any Confidential Information and proprietary information in a manner inconsistent with this Agreement would give rise to irreparable injury for which damages would not be an adequate remedy. Accordingly, in addition to any other legal remedies which may be available at law or in equity, TC shall be entitled to equitable or injunctive relief against the unauthorized use or disclosure of Confidential Information and/or proprietary information. TC shall be entitled to pursue any other legally permissible remedy available as a result of such breach, including but not limited to, damages—both direct and consequential. In any action brought by TC under this section, TC shall be entitled to recover its attorney's fees and costs from Contractor

§ 4 – MUTUAL INDEMNIFICATION. The Parties hereby mutually and jointly agree to protect, defend, indemnify, and hold each other harmless from and against all claims of third parties arising out of or related to each Party's use of the information obtained as a result of Contractor's employment, or attributable to either Party's breach of this Agreement, provided that the breaching Party provides to the non-breaching Party with prompt written notice of any such claim. The Party implicated shall control the defense and any settlement of such claim, and each Party shall cooperate with one another in defending against any such claim. Furthermore, the Parties agree to protect, defend, indemnify, and hold each other harmless from and against all claims of third parties arising out of or related to (i) violation of any third party's rights of publicity or privacy; (ii) violation of any law, statute, ordinance, or regulation (including, without limitation, the laws and regulations governing unfair competition, antidiscrimination, false advertising, email spam, or any "do-not-call" registry); or (iii) acts that are defamatory, trade libelous, unlawfully threatening, unlawfully harassing, or acts that are otherwise tortious.

§ 5 – TERMINATION. The following provisions constitute the Parties' full and final agreement regarding the terms of termination of this Agreement.

§ 5.1 – Termination for Cause. If either Party breaches any provision of this Agreement, including the provisions of any ICLPs, the non-breaching Party may, upon providing written notice of such breach, terminate this Agreement in its entirety, or the specific provision that was breached, if the breach is not remedied within ten days following such notice.

§ 5.2 – Termination for Insolvency. Either Party may immediately terminate this Agreement upon written notice to the other Party in the event that the other Party (i) becomes insolvent; (ii) files, submits, initiates, agrees to or is subject to any bankruptcy petition, conservatorship, request, or petition for appointment of a receiver, or demand or application for voluntary or involuntary dissolution; or (iii) makes a general assignment for the benefit of its creditors.

§ 5.3 – Termination at Will. This Agreement may be terminated by either Party immediately, at will, in the sole discretion of the Party making such termination. This Agreement also may be terminated at any time upon the mutual written agreement of TC and Contractor.

§ 5.4 – Effect of Termination. Termination of this Agreement shall not relieve the Parties of any obligation(s) accruing prior to such termination.

§ 6 – REPRESENTATIONS OF THE PARTIES. The Parties hereby represent and warrant as follows in regard to their employer-employee relationship:

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§ 6.1 – Business Practices. The Parties shall not engage in any illegal acts or acts of wrongdoing, dishonesty, or unethical business practices with one another, or any client or other third party, including, but not limited to, disclosing any user personal information to any third party. The Parties shall, at all times, be in full compliance with all applicable Federal, State, local, and other laws and regulations that apply to each Party’s activities.

§ 6.2 – Good Faith. The Parties shall honor—at all times, in all places, and under any reasonable circumstance (considering the effects of *force majeure*)—their mutual implied duties of good faith and performance, and in contemplation of said duties, the Parties shall perform faithfully, and to the best of their ability, all the duties outlined in this Agreement, as well as other additional implied duties that may arise throughout the course of the Parties’ relationship. Furthermore, in the event that any dispute(s) arise(s) between the Parties, the Parties shall work together in good faith to resolve said dispute(s); however, if the Parties cannot resolve their dispute(s) despite good faith attempts to resolve it/them, the provisions of § 8.11 hereinbelow regarding mediation shall apply (i.e., the Parties shall attend mediation).

§ 7 – LIMITATION OF LIABILITY. UNLESS OTHERWISE SET FORTH IN AN ADDENDUM OR ICLP, TC’S TOTAL LIABILITY AND CONTRACTOR’S EXCLUSIVE REMEDY UNDER OR RELATED TO ANY PROVISION UNDER THIS AGREEMENT IS LIMITED TO DIRECT MONEY DAMAGES DURING THE SIX MONTHS PRECEDING THE EVENT OR CIRCUMSTANCE GIVING RISE TO SUCH CLAIM. THIS LIMIT IS CUMULATIVE, AND ALL PAYMENTS UNDER THIS AGREEMENT ARE AGGREGATED TO CALCULATE SATISFACTION OF THE LIMIT. THE EXISTENCE OF MULTIPLE CLAIMS DOES NOT ENLARGE THE LIMIT. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL TC, OR ANY PROVIDER OF INFORMATION USED BY TC IN PREPARING OR PROVIDING ITS SERVICES, BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES; LOST GOODS, VALUABLES, NECESSARIES, OR ANY FORM OF ASSETS; LOST PROFITS OR REVENUE, OR LOST OR DAMAGED DATA OR INFORMATION; OR ANY OTHER LIABILITY FOR ANY EVENT, CAUSE, OR CIRCUMSTANCE, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF TC IS AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

§ 8 – GENERAL PROVISIONS. The following General Provisions (i.e., boilerplate terms) shall, in conjunction with the rest of this Agreement, govern the Parties’ relationship and their respective required performances under this Agreement.

§ 8.1 – Relationship of Parties. The Parties acknowledge that their relationship is a 1099 contractor employer-employee relationship based on the express provisions of this Agreement, and no partnership, joint venture, agency, or fiduciary relationship is intended or created by this Agreement. The Parties agree to and accept their mutual implied duties of good faith and performance, in conjunction with § 6.2 hereinabove, and covenant to cooperate with one another and to execute and deliver, or cause to be executed and delivered, to the other such additional instruments of conveyance and transfer and evidence of assumption as such party may reasonably request or as may be otherwise necessary or desirable to carry out the purposes of this Agreement. Neither Party is the legal representative or agent of, nor has the power or right to obligate, direct, or supervise the daily affairs of, the other Party, and neither Party shall act, represent, or hold itself out as such.

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§ 8.2 – Assignment. Contractor shall not assign or transfer this Agreement, or any rights or obligations under this Agreement, without TC’s prior written consent. A change in control constitutes an assignment under this Agreement. Any unauthorized assignment or transfer shall be void and constitutes ground for immediate termination of this Agreement by TC. This Agreement binds and inures to the benefit of the Parties and their respective permitted successors and permitted assigns.

§ 8.3 – Severability. If any provision or part thereof of this Agreement becomes or is declared invalid, illegal, or unenforceable in any respect under any law, such provision or part thereof shall be invalid and deemed deleted from this Agreement. The validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired by the severance.

§ 8.4 – No Waiver. Any waiver is only valid to the extent expressly set forth in writing. No waiver by either Party of any right under this Agreement shall constitute a subsequent or continuing waiver of such right or any other rights under this Agreement. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar. No waiver shall be binding unless executed in writing by the Party making the waiver.

§ 8.5 – Governing Law. TC was originally registered and founded in the State of Texas, but because TC actually conducts business in the State of Ohio, this Agreement shall be governed by, and construed in accordance with, the laws of the **State of Ohio**, without giving effect to its principles of conflicts of law. Any litigation arising out of this Agreement shall be brought by either Party in a court of competent jurisdiction, and each Party hereby waives any defenses it may have before such courts based on a lack of personal jurisdiction or inconvenient forum.

§ 8.6 – Consequences of Breach. In the event that Contractor breaches any provisions of this Agreement, including any ICLPs, TC retains the right to, and has full discretion to, rescind this Agreement in part or in its entirety. In the event that Contractor’s material breach of any part of this Agreement causes any loss, perjury, or any pertinent damages and/or injuries to TC, TC shall retain the right to initiate and pursue any appropriate and necessary legal action against Contractor for the recovery of, **but not limited to**, (i) special damages; (ii) general damages; (iii) attorney’s fees and costs incurred during the course of litigation; (iv) and such other and further relief that a court may deem necessary, just, proper, and equitable under the circumstances.

§ 8.7 – Force Majeure. Neither Party shall be held responsible if the fulfillment of any ICLP(s) or any other provision(s) of this Agreement are delayed or prevented by (1) revolutions or other disorders, (2) wars, (3) acts of enemies, (4) fires, (5) floods, (6) pandemics, (7) worldwide diseases, (8) acts of God, or, without limiting the foregoing, (9) by any other cause not within the control of the Party whose performance is interfered with, and which by the exercise of reasonable diligence the Party is unable to prevent, whether of the class of causes hereinbefore enumerated or not.

§ 8.8 – Attorneys’ Fees. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing Party shall be entitled to recover actual reasonable attorneys’ fees and other costs incurred in that

action or proceeding, in addition to any other relief to which it may be entitled as determined by the court.

§ 8.9 – No Third-Party Beneficiaries. TC and Contractor agree that this Agreement, including each and every ICLP, is for the benefit of the entities executing this Agreement, and it is not intended to confer any rights or benefits on any third party, including any employee or contractor of either entity executing this Agreement, and that there are no third-party beneficiaries as to any part or specific provision of this Agreement.

§ 8.10 – Survival. The following sections from this Agreement shall survive the termination of this Agreement: § 3 and its subsections (Confidentiality); § 4 (Mutual Indemnification); § 7 (Limitation of Liability); § 8 and its subsections (General Provisions); § 11 and its subsections (Compensation and Chargebacks); and § 13 (Non-Compete).

§ 8.11 – Mediation. In the event that conflict arises between the Parties and the conflict pertains to this Agreement and its terms, and the Parties cannot resolve said conflict by themselves, the Parties shall attempt to resolve their conflict via mediation before commencing any legal action, and the cost of mediation shall be shared equally by the Parties.

§ 8.12 – Counterpart and Facsimile Execution. This Agreement may be executed in any number of identical counterparts, and signature pages may be detached from one counterpart and added to another counterpart. This Agreement may also be transmitted between the Parties by facsimile machine or scanned electronic transmission. The Parties intend that faxed or scanned electronic signatures shall constitute original signatures and that a faxed or scanned electronic copy of this Agreement containing the signatures (original, faxed, or scanned electronic) of both Parties, by counterpart and otherwise, is binding on both Parties.

INDEPENDENT CONTRACTOR AND LEASE PROVISIONS

These INDEPENDENT CONTRACTOR AND LEASE PROVISIONS (hereinafter, as referenced above and throughout this Agreement, referred to as these “ICLPs” or, if referring to one specific provision, this “ICLP”) are entered into, for good and valuable consideration of the premises, the mutual promises, and the conditions herein contained—and in conjunction with the foregoing signature page, the Equipment Lease information, and the Standard Terms and Conditions—by and between the Parties above-referenced in this Agreement—TC and Contractor. These ICLPs are subject to the Standard Terms and Conditions entered into by the Parties, along with all subsequent amendments, exhibits, or attachments, which are incorporated herein by this reference. These ICLPs are effective as of the date of the last signature on the signature page located on the first page of this Agreement.

For the sake of easy reference to any part of this Agreement, the enumerated sections of these ICLPs follow and continue the numeric sequence of the preceding sections (i.e., §§) set forth in the Standard Terms and Conditions hereinabove. In other words, regarding the section (i.e., §) below, “Employment,” instead of starting at § 1, it continues as § 9 because the foregoing section, “General Provisions” hereinabove, ended at § 8, and so § 9 is what numerically follows. Again, the sections (i.e., §§) of these ICLPs numerically follow the above sections (i.e., §§) of the Standard Terms and Conditions; these ICLPs continue the numeric sequence set forth by the foregoing.

In conjunction with *all* the foregoing—and restating and incorporating by this reference *all* the preceding provisions of this Agreement as if though fully set forth herein—the Parties continue to agree as follows:

§ 9 – EMPLOYMENT. TC shall employ Contractor as a 1099 contractor on an at-will basis under this Agreement. Contractor shall be employed as an independent contractor, and Contractor shall perform its assigned duties and responsibilities in a professional manner, in good faith, and to the best of Contractor’s skills, abilities, talents, and experience. Contractor shall perform such other duties as are customarily performed by other persons in similar positions, including other duties as may arise from time to time and as may be assigned.

§ 10 – CONTRACTOR DUTIES. Contractor shall perform Contractor’s assigned duties and responsibilities in a professional manner, in good faith, and to the best of Contractor’s skills, abilities, talents, and experience. Contractor agrees to perform work for TC in accordance with the terms and conditions set forth in this Agreement, and Contractor agrees to devote all necessary time and attention (reasonable periods of illness excepted) to the performance of the Contractor duties (hereinafter referred to as the “**Contractor Duties**”) requested by TC from time to time. Contractor further agrees that in all aspects of such work and of Contractor’s Contractor Duties, Contractor shall comply with the reasonable policies, standards, and regulations of TC from time to time established, and Contractor shall perform the Contractor Duties assigned to Contractor faithfully, intelligently, to the best of Contractor’s ability, and in the best interest of TC.

§ 11 – COMPENSATION AND CHARGEBACKS. The following provisions shall govern the Parties’ respective monetary compensations and chargebacks, if any, and the Parties shall be paid—TC for leasing its Equipment to Contractor, and Contractor for performing the deliveries assigned to Contractor by TC—according to the following terms hereby mutually agreed to by the Parties:

§ 11.1 – Compensation for Equipment Lease. If Contractor is leasing Equipment from TC, Contractor shall pay TC, for the lease of such Equipment and for the services to be performed by TC, if any, the amount of compensation which shall be ____% for regular loads, from the total amount tendered. No additional fuel surcharges shall be paid.

§ 11.2 – Contractor’s Compensation. Payment to Contractor shall be made within twenty (20) days following the submission of the necessary delivery documents and other paperwork concerning the trip made in the service of TC. The term “paperwork” includes properly completed logbooks required by FMCSA of the Department of Transportation, and documents required for TC to secure payments from the shipper, which include, *but are not limited to*, original bills of lading, or freight bills signed and dated that the consignee received the freight, and the trailer inspection reports from both origin and destination. Contractor may be required to submit to TC, at its office, all tariffs, contracts, and agreements upon which these charges are based, and Contractor is hereby notified that it is given access to these documents, limited to the portion thereof detailing charges assessed by TC to its customers, for verification of Contractor’s compensation. Acceptable rates and charges, rules and regulations, the commodities to be transported, and the points from and to which they shall be transported, are to be furnished to TC, the Federal Motor Carrier Safety Administration, and other regulatory bodies as may be required, as set forth in the **Rate Schedule** attached hereto and made a part hereof. TC agrees to pay Contractor, as full compensation for services to be performed by TC under said rules and regulations, the rates and charges set forth in the rate schedule, within

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twenty (20) days of receiving an invoice from Contractor.

§ 11.3 – Chargebacks. As provided herein, TC shall make full payment to Contractor of all compensation due for the services performed and completed prior thereto, less all compensation drawn in advance of said settlement and less all items set out in any Addendum charged to Contractor's account with recitation as to how each chargeback is computed, and copies of any documents which are necessary to determine the validity of the charge. The Parties agree that said statements may be hand delivered or mailed to Contractor, and upon mailing shall be conclusively presumed to have been received by Contractor.

§ 11.4 – Objections or Corrections. Notwithstanding any other provision of this Agreement, Contractor shall hand deliver to TC all objections or corrections to the entries and balance shown on said statements, in writing and within a thirty (30) day period, and the statements shall be conclusive and binding on Contractor. The Parties further understand and agree that nothing in this Agreement shall preclude TC and Contractor from making periodic partial settlements upon completion of shipments properly documented as set forth herein. There shall be no additional compensation for detention or accessorial services.

§ 11.5 – Compensation of Contractor's Employees. If Contractor uses employees to complete the work assigned by TC, Contractor shall compensate Contractor's employees in compliance with all contracts, if any, and all applicable requirements of Sections 6, 7 and 12 of the Fair Labor Standards Act, as amended, known as the Minimum Wage Law, as well as applicable State laws. Contractor shall have the responsibility of compensating Contractor's employees. Contractor shall comply with all laws relating to employment, including, *but not limited to*, social security, unemployment, withholding of taxes, disability benefits, and the like, and Contractor shall indemnify and hold TC harmless against all liability for failure to comply with these laws on the part of Contractor.

§ 11.6 – Termination of the Agreement for the Conduct of Contractor's Employees. TC shall have the right to immediately terminate this Agreement in the event of improper conduct on the part of Contractor or any employee of Contractor.

§ 12 – EMPLOYEE BENEFITS; DISABILITY. Both Parties will comply with TC's policy regarding employee benefits, or as required by law. Because Contractor is working at-will as a 1099 contractor for TC, Contractor shall only be paid according to § 11 hereinabove; therefore, there shall be no Paid Time Off under this Agreement, nor shall there be any policy regarding disability. Regarding disability, if Contractor is afflicted with a disability that hinders Contractor's ability to work, Contractor will simply not be paid the amounts that Contractor did not work due to the disability. If Contractor cannot perform assigned duties because of illness or incapacity for more than fourteen (14) days (two weeks), TC will desist retaining and using Contractor Services and Contractor Duties from Contractor.

§ 13 – NON-COMPETE. Contractor agrees and covenants that during the term of this Agreement, and for an indefinite period of time following the voluntary or involuntary termination of Contractor's employment under this Agreement, not to disclose *any* of the Confidential Information described in § 3 hereinabove, taking into consideration all the provisions of § 3. Furthermore, Contractor agrees and covenants that during the term of this Agreement, as well as for an indefinite period of time after the term of this Agreement, Contractor *shall not* engage in any business(es) or action(s) that directly compete(s) against TC's business. For example, while

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employed by TC under this Agreement, Contractor *shall not* provide Contractor Services or perform Contractor Duties for anyone or any entity other than TC; if Contractor provides Contractor Services or performs Contractor Duties for anybody or any entity other than TC, it would constitute direct competition against TC, which is forbidden under this Agreement. Even after the termination of this Agreement and of Contractor's employment under this Agreement, Contractor *shall not* use the skills and experience gained while working with TC for anyone or any entity other than TC; therefore, even after the termination of this Agreement, Contractor *shall not* work for anyone or any entity that directly competes against TC, and Contractor shall most definitely not, as aforementioned, use the skills and experienced gained while working with TC for the benefit of anyone or any entity other than TC.

§ 14 – AUTHORITY TO CONTRACT. Contractor acknowledges and agrees that Contractor does not have authority to enter into any binding contracts or commitments for or on behalf of TC, without first obtaining the prior written consent of TC. If Contractor obtains the prior written consent of TC to enter into a contract on behalf of TC, Contractor may enter into said contract unbridled and with authority.

§ 15 – CONTRACTOR COOPERATION. Contractor shall at all times cooperate with TC so that TC may assign work to Contractor as efficiently and as quickly as possible. Contractor shall cooperate with TC by (i) at all times providing TC with accurate and complete information; (ii) promptly responding to TC's inquiries; (iii) keeping TC informed of changes in Contractor's address, telephone number, and email address; and (iv) providing their Contractor Services and performing their Contractor Duties faithfully, intelligently, to the best of their ability, and in the best interest of TC. Should Contractor not wish to follow TC's foregoing requirements in this section, TC has the right, in its sole discretion, to terminate this Agreement pursuant to the provisions of § 5 hereinabove.

§ 16 – INDEPENDENT CONTRACTOR STATUS. TC is an independent entity and is not an agent, partner, or joint venturer of Contractor. Contractor is a 1099 contractor working independently for TC on an at-will basis, and Contractor is not an agent, partner, or joint venturer of TC. The Parties shall have no authority to bind or otherwise obligate one another in any manner, nor shall they represent to anyone that they have a right to do so. The Parties further agree that in the event that either Party suffers any loss or damage as a result of a violation of this provision, each Party shall indemnify and hold the other harmless from any such loss or damage, as further provided in § 4 hereinabove.

§ 17 – ADDITIONAL WAGES INFORMATION. TC reserves the right to increase or decrease the wages of Contractor upon providing Contractor with ten (10) days' written notice of such increase or decrease. In the event that TC decreases Contractor's wages, Contractor may elect to cancel this Agreement by providing TC with written notice of such election at least ten (10) days prior to cancellation.

§ 18 – SUBCONTRACTORS, EMPLOYEES, AND SUPPLIERS. TC is entitled to select the subcontractors, employees, and suppliers who will provide the Contractor Services and perform the Contractor Duties requested by the clients of TC from time to time. TC is solely responsible for hiring, firing, and supervising personnel. Contractor shall not give directions or orders to any personnel TC hires, unless otherwise authorized by TC. Contractor shall not interfere with personnel, or negotiate with or retain any of TC's employees or subcontractors without TC's prior

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written consent. Contractor shall not have any work performed by other personnel unless TC expressly authorizes it.

§ 19 – EQUIPMENT LEASING. If Contractor is leasing Equipment from TC pursuant to the Equipment Lease information hereinabove, the following provisions from § 20 and its subsections, as well as § 21 and its subsections, shall apply:

§ 20 – OPERATION AND EQUIPMENT. Contractor or its employee—who must be qualified to operate the Equipment pursuant to the requirements of FMCSA and/or other applicable federal or state agency—shall operate the Equipment for the hauling and transportation of freight pursuant to instructions from TC with respect to all loads which Contractor has accepted. Contractor is not obligated to accept every or any loads offered by TC. Instructions regarding accepted loads may be general and/or specific: Instructions may be written or verbal. Contractor is responsible for the loading of trailers when necessary, advising dispatch of status daily, and all other items as may be related to Contractor by TC on loads which Contractor has accepted for transportation. Contractor shall (i) devote the necessary time and attention required to carry out this Agreement; shall (ii) operate the Equipment in compliance with all applicable laws and regulations; and shall (iii) be responsible for the complete transportation of all loads accepted, including timely pick up, securing protection of cargo from theft and protection from the elements, securing the cargo from movement relative to the trailer, safe conduct, and timely delivery.

§ 20.1 – Safety Requirements. Contractor shall ensure that the Equipment meets the safety requirements of FMCSA and any other regulatory authority having jurisdiction. With that provided, for the limited purpose of compliance with the rules and regulations of FMCSA, TC shall exercise compliance control of the Equipment so as to ensure safety to the general public and safe delivery of shipments.

§ 20.2 – Control. Title 49 of the Code of Federal Regulation, Part 376.12€ , requires that this Agreement recite that TC, as far as third parties are concerned, shall be considered to have exclusive possession, control, and use of the Equipment described herein during the term of this Agreement. TC should be considered responsible for the operation of the Equipment, but only during the time that the Equipment is being operated in the service of TC. At all other times, Contractor shall be responsible for the operation of the Equipment.

§ 20.3 – Passenger Policy. As required by FMCSA regulations, passengers are not permitted on the Equipment without the express written consent of TC.

§ 20.4 – Change in Schedules. It is understood and agreed that there are variances in transportation schedules from time to time which may result from customer demands and schedules of suppliers; TC shall be permitted to make modifications in its working arrangements and schedules, and Contractor shall accommodate such changes in schedules for all loads which Contractor has accepted for transportation.

§ 20.5 – Operating Expenses. Contractor shall pay all the expense of operating and ensuring the Equipment, including, *but not limited to*, the cost of tires, tubes, repairs, parts, gasoline fuels, lubricants, and any other items necessary for the operation and safety of the motor vehicle Equipment leased herein. Contractor shall maintain the equipment in proper and safe operating condition. All other operating costs, such as tolls, ferry charges, any fines for violation of traffic rules, and detention and accessorial services, are the sole responsibility of

Contractor, except as may be provided for in this Agreement. TC does not guarantee any of Contractor's operating expenses.

§ 20.6 – Fines. Contractor shall be responsible for all fines incurred in the transportation of freight pursuant to this Agreement.

§ 20.7 – Licenses, Taxes, and Fees. Contractor warrants that Contractor has obtained and has paid, or will pay, for all licenses or tags of whatever nature required for the proper operation of the Equipment. Base plates properly apportioned are due on leased tractors within the first two weeks of grace period upon expiration date of base plate. Failure to comply may result in termination at the sole option of TC. Contractor shall provide, and timely pay, for all license fees, driver's license fees, Federal Highway Use Tax, Fuel Tax, Fuel Tax Surcharges, Road Tax, other special fuel taxes, and any other tax of any type whether assessed by the Federal, State, or local government.

§ 20.8 – Permits and Decals. TC will furnish the agreed upon permits and decals to run the normal territory of TC. Various State requirements may necessitate placing certain permits in the Contractor's name; it is Contractor's responsibility to make sure that it has the appropriate permits prior to running in the territory.

§ 20.9 – Return of Permits, Decals, and Property by Contractor. At the expiration of the lease, or upon earlier termination of the Agreement, all markings, identification tags, decals and any property of TC, within the control or custody of Contractor, shall be removed and returned to TC.

§ 20.10 – Liquidated Damages for Being Late. TC may deduct 20% of the compensation associated with a trip accepted for transportation by Contractor if Contractor or its driver is late for an appointment time, to cover liquidated damages for losses and expenses thereby caused to TC.

§ 20.11 – Contractor to Furnish All Necessary Information. Contractor shall provide TC all information deemed necessary by TC to fulfill its obligations under this Agreement.

§ 20.12 – Use of Equipment. The leased Equipment shall be used on TC's business only. Such Equipment shall earn no revenue, except through TC, during the term of this lease.

§ 21 – RISK OF LOSS, DAMAGE, AND INSURANCE. The following provisions cover the risk of loss on the part of Contractor while performing the duties assigned to Contractor; the possible damage to TC's Equipment which may occur while Contractor is performing the duties assigned to Contractor; and the necessity of insurance to mitigate the possible losses and damages which may occur while Contractor is performing the duties assigned to Contractor:

§ 21.1 – Risk of Loss. Contractor, while performing services under this Agreement, shall be liable to those interested parties for any claim, loss, or damage resulting from damage to cargo or other property damage, bodily injury, or death resulting from accidents of any kind. Contractor shall be provided with a written explanation and itemization of any losses and resulting deductions before any such deductions are made.

§ 21.2 – Damage to TC's Property. Contractor shall pay for any damage to Equipment or property of TC resulting from acts of Contractor, its agents, or employees, and Contractor shall maintain insurance covering any such damage. Contractor agrees to purchase non-trucking liability insurance.

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§ 21.3 – Insurance. TC shall maintain insurance coverage for the protection of the public pursuant to the requirements imposed upon TC under 49 United States Code, Section 13906; however, Contractor shall be liable for—and shall carry liability insurance of no less than one million dollars—covering any claim for personal injury, death, or property damage caused while the driver of the Equipment is not under dispatch or is not performing services under this Agreement. Contractor shall be responsible for insurance charges specified in the attached Addendum, if any. TC carries no insurance covering damage to Contractor’s equipment, regardless of cause. Contractor hereby releases TC, its creditors, officers, agents, and employees from all liability or responsibility for any damage to the equipment of Contractor, whether Contractor is under dispatch or not, and from any bodily or mental injury to Contractor or to Contractor’s employees. In the event that Contractor purchases any insurance policy through TC, a copy of any such policy shall be provided to Contractor at Contractor’s request. A certificate representing any such policy shall be provided to Contractor, and such certificate shall contain the name of the insurer, policy number, effective dates, amounts and types of coverage, and any deductible amounts. At Contractor’s request, the cost for such insurance shall be deducted from Contractor’s settlements.

§ 21.4 – Worker’s Compensation Insurance. TC does not provide Worker’s Compensation for Contractor or its employee(s), because Contractor is a 1099 contractor of TC. Contractor shall provide, pay, and be responsible for, as required by law, Worker’s Compensation coverage on Contractor and on Contractor’s employee(s). In the event that Worker’s Compensation coverage is not required on Contractor or an employee, then, in that event, Contractor shall provide and pay for occupational accident coverage insurance on Contractor, if applicable, and on Contractor’s own employee(s). In conjunction with § 4 hereinabove, Contractor agrees to indemnify and hold TC harmless from all claims and demands arising from a failure to so comply, and Contractor agrees to further indemnify and hold TC harmless from any other claim made against TC by employees of Contractor. Contractor shall supply TC with a certificate of Worker’s Compensation insurance or occupational accident coverage insurance, as applicable, before any shipments are transported by Contractor for TC. If TC determines that Contractor’s purchased coverage is deficient or fails to conform to statutory requirements, or if Contractor so requests, TC may purchase coverage on behalf of Contractor and at Contractor’s expense.

§ 21.5 – TC to be an Additional Insured. Contractor shall name TC as a certificate holder and additional named insured under the Contractor’s insurance coverage, and Contractor shall further secure a Hold Harmless Agreement and “Non-subrogation Agreement” from the Contractor’s insurance company under the bodily injury, property damage, and general liability and cargo insurance requirements as hereinabove required.

§ 21.6 – Evidence of Insurance Coverage. Contractor shall furnish TC with evidence satisfactory to TC of full compliance with all the insurance requirements set forth herein.

§ 21.7 – Contractor’s Indemnity Agreement. In conjunction with § 4 and § 21.4 hereinabove, Contractor agrees to indemnify and save harmless TC from any and all claims, suits, losses, fines, or expenses arising out of, based upon, or incurred because of such claims, losses, or damages to cargo or other property damage, or injuries to any person or persons, including death resulting from any act or alleged act of Contractor or its agents or employees. Contractor further agrees to indemnify and hold harmless TC from all losses, damages, injury, or

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expenses, including attorney's fees, arising out of failure of Contractor to comply with the provisions of this Agreement. In the event that TC is called upon to pay any sum in satisfaction of Contractor's obligations under this Agreement, including payment of any insurance premiums, TC shall have the right of immediate reimbursement from Contractor for all such payments, and may deduct said sums, including sums for cargo or property damage, from any money due and owing to Contractor under this Agreement. TC shall explain any such deductions to Contractor, and TC shall provide Contractor with copies of all relevant documents verifying the validity thereof. Contractor acknowledges and consents to the fact that from time to time, TC enters into written agreements, including, **but not limited to**, terminal access agreements, shipper's agreements, and insurance contracts, which may include "hold harmless" agreements or other agreements that obligate or restrict TC, TC's Contractor, and Contractor's employee(s) from legal action against the party with whom the agreement is entered into.

§ 21.8 – Consequence of Contractor's Failure to Comply With This Agreement. If, because of Contractor's failure to comply with the provisions of this Agreement, there results losses, damages, prejudice, injuries, and/or expenses, including attorney's fees, court costs, and costs of litigation, Contractor agrees—in conjunction with § 4, § 21.4, and § 21.7 of this Agreement—to indemnify and hold TC harmless from any such liability.

§ 22 – MISCELLANEOUS. The following provisions constitute miscellaneous terms and obligations that the Parties desire to enter into and be bound by, which include provisions regarding the substitution of Equipment, the purchase of Equipment, other leases, providing false information, and nonwaiver by the Parties:

§ 22.1 – No Substitution of Equipment/Lien. Substitution of equipment may only be made upon PRIOR WRITTEN CONSENT OF TC. If during the term of this Agreement Contractor becomes indebted to TC for advancements, payments made by TC for the benefit of Contractor, or any other matter, TC shall have a lien on the herein described equipment of Contractor as security for the amount owed. For the payment of all its obligations set for in this Agreement, Contractor waives all rights of exemption under applicable State and federal laws. In conjunction with § 8.8 hereinabove, Contractor agrees to pay TC's reasonable attorneys' fees expended by TC to collect any sums due to TC from Contractor under this Agreement.

§ 22.2 – Contractor Not Required to Purchase From TC. Contractor shall not be required to purchase, rent, or lease any Equipment or services from TC as a condition of entering into this Agreement, except to the extent set forth herein and to which Contractor has agreed.

§ 22.3 – No Other Leases. Contractor warrants that Contractor's Equipment is not the subject of any other lease or any other memorandum of agreement giving any other motor carrier the right to use the Equipment.

§ 22.4 – Furnishing False Information. If Contractor furnishes TC any false information, TC may terminate this Lease without prior notice. TC shall retain all monies due to Contractor, and Contractor shall, in conjunction with § 8.8 hereinabove, pay all attorney's fees and other damages incurred by TC as a result of such false information.

§ 22.5 – Nonwaiver, Integration, and Limitation. Waiver by TC or compliance by Contractor to any term of this Agreement on any occasion shall not be deemed a future waiver

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of such term, and Contractor shall be obliged thereafter to be in full compliance with all terms, and TC shall not be stopped from demanding full and complete compliance by Contractor without notice. This Agreement is an integrated agreement and contains the entire Agreement between the Parties, and there is no oral or parole agreements outside of this Agreement or which were relied upon by the Parties as a condition precedent to entering into this Agreement.

§ 23 – CLAIM UNDER OR BREACH OF ANY PROVISION. Contractor waives, and is barred from, asserting any claim under or breach of any provisions of the Agreement, unless such claim or breach is made to TC in writing within forty-five (45) days of the termination of this Agreement regarding the reasons of such termination.

§ 24 – CONCLUSION; DUTIES OF THE PARTIES. This is the conclusion of this Agreement. To reiterate the following as provided in the signature page hereinabove, this Agreement is the complete and final agreement between the Parties, and it replaces any prior or contemporaneous agreement(s) or oral or written communications between the Parties. There are no conditions, understandings, agreements, representations, or warranties, express or implied, which are not specified herein. The Parties expressly agree and covenant to abide by all the provisions contained in this Agreement during the course of their relationship. Furthermore, the Parties hereby accept and warrant that they will fully satisfy their respective implied duties under this Agreement, such as (i) their respective implied duties of good faith and performance; (ii) their respective implied general duties to uphold the constitution, integrity, and provisions of this Agreement; and (iii) their respective implied duties to act in a manner congruent with the provisions of this Agreement, and to act in the best interest of the Parties and their respective duties under this Agreement.

THIS IS THE END OF THE AGREEMENT