

INDEPENDENT CONTRACTOR DRIVER SERVICE AGREEMENT

The undersigned motor carrier, Beyond Logistics Transport ("CARRIER"), and the undersigned contractor ("CONTRACTOR"), enter into this Independent Contractor Driver Service Agreement, including any appendices or addendums ("Agreement").

A. PARTIES

1. CARRIER is a registered for-hire, interstate motor carrier authorized by the U.S. Department of Transportation ("DOT"), Federal Motor Carrier Safety Administration ("FMCSA") to engage in the transportation of property as a contract carrier, including the movement of motor vehicles in a driveway service. CARRIER arranges for over-the-road transportation of customer-owned commercial motor vehicles, known as "driveaway" services, from a customer-designated pick-up location to a customer-designated delivery location; CARRIER outsources the movement of those vehicles to self-employed third parties with the required knowledge, skill, DOT qualification, and licensure to operate commercial motor vehicles.
2. CONTRACTOR is a sole proprietor or other business entity providing over-the-road commercial vehicle driving services as an independent contractor on a non-exclusive basis to various motor carriers and shippers. Pursuant to agreements with the described companies, CONTRACTOR's services include the pick-up, operation, and delivery of commercial motor vehicles, as well as, when applicable, on a trip-by-trip basis, facilitation of maintenance, inspection, and minor repair of the commercial motor vehicles while in the care, custody, and control of the CONTRACTOR (collectively, the "Services").
3. CARRIER and CONTRACTOR desire to enter into this Agreement to utilize and provide, respectively, CONTRACTOR's Services on a trip-by-trip basis in a business-to-business relationship.

NOW THEREFORE, in consideration of the mutual covenants and terms contained herein, the parties mutually agree as follows:

B. CARRIER AGREES TO THE FOLLOWING:

1. As a registered motor carrier, CARRIER agrees to maintain U.S. DOT operating authority as described above, insurance at levels required of authorized for-hire motor carriers by the FMCSA and state agencies, and all other filings required of for-hire motor carriers by applicable federal and state law and regulations.
2. CARRIER agrees to: (1) establish and maintain systems for compliance with Federal Motor Carrier

Safety Regulations ("FMCSRs") applicable to CARRIER's operations and the Services as required by the U.S. DOT; (2) issue and provide to CONTRACTOR, in either electronic or paper form, the required transportation documentation including bills of lading, customer invoices, and necessary receipts; (3) issue legal paperwork and transporter/driveaway license plates that are the property of CARRIER and may only be used exclusively in performing the Services described in this Agreement under CARRIER's DOT authority; (4) investigate and facilitate cargo claims; and (5) communicate to CONTRACTOR service standards, specifications, and operational requirements ("Customer Service Standards") imposed by CARRIER's shipper and freight owner customers (collectively, "Customers"). CARRIER does not guarantee CONTRACTOR any specific number of trips, amount of revenue, or profit. Further, CARRIER does not guarantee use of CONTRACTOR's services at any particular time or location, and CONTRACTOR is at all times free to accept or reject any trip offered by CARRIER.

3. CARRIER agrees to compensate CONTRACTOR for the provision of Services based on the fee(s) and payment terms agreed to by the parties as set forth in each Independent Contractor Move Order ("Move Order"). The Move Order may consist of one or more loads, moves, trips, or shipments (all of which are synonymous) which may be presented and negotiated through CARRIER's Touch electronic dispatch application ("Touch"). Each Move Order gross contract settlement is separately negotiated, incorporated into, and made a part of this Agreement on a per-trip basis and may include a fuel surcharge, paid by the customer and passed through to CONTRACTOR to account for the fluctuating cost of fuel. CONTRACTOR shall receive no additional settlement for any Services beyond what is stated in the applicable Move Order, except as otherwise negotiated and accepted by both parties either electronically or in writing. To the extent any compensation rate is based on mileage, mileage will be calculated using industry standard, Customer designated mileage software. CARRIER will furnish CONTRACTOR, without charge, during normal business hours, documentation of any mileage calculations reasonably requested by CONTRACTOR. Any route and mileage information and documentation which may be provided to CONTRACTOR, is solely intended to assist in calculating the applicable settlement. CONTRACTOR is under no obligation to use such

information when determining CONTRACTOR's routes for transporting the property unless a particular route of travel is specified by the Customer. The property to be moved by CONTRACTOR under this Agreement includes, but is not limited to, the commodities described in the bill of lading, Touch, and/or Move Order, generally Customer (third-party) owned commercial or other motor vehicles ("Vehicle(s)"). CARRIER can electronically settle with contractor daily upon receipt of complete trip information, as listed in Touch, including trip documents required by the Customer and/or DOT. Settlement for Contractors preferring a paper check will be paid no later than 9 days after receipt of the complete trip documents. Specifically, settlement requires submission of the following trip documents, either in hard copy or electronically, where applicable:

- a. Signed delivery receipts and/or proof of delivery;
 - b. All required Cash on Delivery ("COD") charges for the Vehicle(s) (if any) either payable to CARRIER or the Customer and due from the payor or consignee;
 - c. All other documents that may be required by the Customer or otherwise necessary to allow CARRIER to invoice and collect from the Customer the applicable charges for movement of the Vehicle(s) in a timely manner and comply with IFTA reporting requirements;
 - d. Records of Duty Status ("Logs") for the movement of the Vehicle(s) as required by the FMCSRs governing Hours of Service (49 C.F.R. Part 392), receipts for items billed to the Customer (e.g. DEF additive, repairs, etc.), and other documents (inspections, citations, etc.) required to allow CARRIER to comply with FMCSRs.
4. CARRIER will deliver to CONTRACTOR a written explanation and itemization of any deductions for cargo or property damage or other liability as reflected in the Deductions Table provided in APPENDIX A at the time they are made. With respect to all charge-back items and deductions, CONTRACTOR, upon request, will be afforded copies of those documents which are necessary to determine the validity of the charge.
 5. At each settlement, CARRIER will furnish to CONTRACTOR a settlement statement detailing all debit and credit entries since the preceding settlement statement. The parties agree that all debit and credit entries detailed in each settlement statement are conclusively presumed to be correct and proper if not disputed by CONTRACTOR within 180 days of CARRIER's issuance of the settlement statement.

6. As required by law, CARRIER agrees to file annual information tax returns (Form 1099) on behalf of and under the Taxpayer Identification Number provided by CONTRACTOR with the Internal Revenue Service ("IRS") with a copy to CONTRACTOR.

C. CONTRACTOR AGREES, REPRESENTS, AND WARRANTS THE FOLLOWING:

1. CONTRACTOR agrees to provide the Services, for shipments, including those with multiple, sequential moves, negotiated and accepted by CONTRACTOR, in accordance with applicable laws and regulations and Customer Service Standards. CONTRACTOR may engage the services of other workers ("Contractor's Workers") to perform the Services. Throughout this Agreement "Contractor's Workers" and "Contractor's Drivers" include CONTRACTOR if CONTRACTOR elects to personally perform any aspect of the Services under this Agreement. However, any driver engaged by CONTRACTOR to perform the Services must be DOT-qualified, as evidenced in an active FMCSR and applicable state law compliant Driver Qualification file, and otherwise meet CARRIER's minimum safety qualifications to operate a commercial motor vehicle under its motor carrier authority. The Services include CONTRACTOR's timely pick-up, movement ("in driveaway service"), and delivery of Vehicle(s), damage-free, and with reasonable dispatch, in accordance with Customer-specified delivery dates and destinations as described on the bill of lading issued by CARRIER or other shipping documents, including electronic trip acceptance through Touch or Move Order, as well as the provision of other services that may be requested by the Customer.
2. CONTRACTOR reserves the right to select routes of travel and to fix the time of delivery, subject to compliance with established Customer Service Standards including, but not limited to, customer designated delivery dates and times where applicable. Accordingly, CARRIER disclaims any right to exercise control or direction over CONTRACTOR or over the manner or means by which CONTRACTOR shall perform the Services under this Agreement. CONTRACTOR shall be and remain fully responsible for performance of the Services according to the terms set forth in this Agreement. CONTRACTOR's responsibilities include the right and responsibility to direct and control CONTRACTOR's and CONTRACTOR's Workers' performance of the Services provided under this Agreement including each Move Order incorporated herein. CONTRACTOR solely controls the means and manner by which the Services are performed and is responsible for CONTRACTOR's, and CONTRACTOR's Workers', observance of and compliance with all laws, ordinances, regulations, and rules applicable to the Services. CONTRACTOR agrees to determine the hours to

drive and be on duty in accordance with FMCSA Hours of Service requirements and otherwise observe and comply with all federal, state, and local laws, ordinances, regulations, and rules, including but not limited to, posted speed limits, which may be applicable to such Services, whether relating to use of the highways, reporting to government authorities, maintenance and operation of equipment, compensation of CONTRACTOR's Workers, or otherwise. CONTRACTOR agrees to apply for and keep in full force and effect all certificates, licenses, permits, bonds, and insurance required by any such federal, state, or local law, ordinance, regulation, or rule.

3. Further, while CONTRACTOR is performing Services under this Agreement and each incorporated Move Order, CONTRACTOR agrees to:

- a. Accept and assume full and exclusive responsibility, including training if necessary, for ensuring, at CONTRACTOR's sole expense, that CONTRACTOR and all of CONTRACTOR's Workers, including drivers engaged by CONTRACTOR to perform or assist with CONTRACTOR's Services under this Agreement, at all times while performing the Services, meet applicable federal, state, and local legal and regulatory requirements including, but not limited to, all applicable federal DOT requirements, regulations, procedures, and prohibitions. CONTRACTOR shall provide sufficient proof to CARRIER that all such legal and regulatory requirements have been met prior to any such individual(s) performing, or assisting with, CONTRACTOR's Services under this Agreement.
- b. Ensure that all CONTRACTOR's Drivers comply with: (1) all drug and alcohol testing requirements under applicable law; and (2) CARRIER's drug-and-alcohol policy, including participation in CARRIER's random drug-and-alcohol testing program (if any). Violation by CONTRACTOR's Driver of CARRIER's drug-and-alcohol policy or any drug-and-alcohol use and testing requirement imposed by applicable law will immediately disqualify that Driver. CONTRACTOR will bear the expense of any initial drug tests; CARRIER will bear the expense of all subsequent drug-and-alcohol testing for all CONTRACTOR's Drivers except where CONTRACTOR or CONTRACTOR's Driver tests positive, and CONTRACTOR or CONTRACTOR's driver requests a retest. The CONTRACTOR will bear expense related to those retests.
- c. Accept and assume full and exclusive liability and indemnify, reimburse, and hold harmless CARRIER from any liability and additional

costs related to, CONTRACTOR's or CONTRACTOR's Workers' failure to complete the Services or comply with Customer Service Standards including, but not limited to, completion of delivery by the Customer specified time. Such liability and/or additional costs shall include, but are not limited to, the costs to CARRIER resulting from dispatch of another CONTRACTOR to complete the movement of the Vehicle(s).

- d. As required by 49 C.F.R. § 392.60, CONTRACTOR shall not allow any passengers to ride in any Vehicle subject to this Agreement without prior written authorization from CARRIER. Before passenger authorization will be given by CARRIER, CONTRACTOR or CONTRACTOR's Driver and the passenger requesting authorization shall submit a fully executed Passenger Authorization and Release of Liability form to CARRIER for prior approval and provide proof of passenger liability insurance in a form acceptable to CARRIER, in CARRIER's reasonable judgment.
4. CONTRACTOR warrants that all information provided to CARRIER, in any form, by CONTRACTOR, including, but not limited to proof of CONTRACTOR's and all CONTRACTOR's Drivers' currently applicable commercial driver's licenses ("CDL"), are valid. CONTRACTOR shall immediately notify CARRIER of changes to driver qualification information including suspension or revocation of CONTRACTOR's, or any of CONTRACTOR's Drivers' currently applicable CDLs during the term of this Agreement. Further, CONTRACTOR agrees to notify CARRIER in writing within 30 days of any change in CONTRACTOR's business address.
5. CONTRACTOR acknowledges that the FMCSRs require CONTRACTOR to obtain a complete bill of lading for and inspect the property, i.e. the Vehicles, that CONTRACTOR agrees to deliver. Accordingly, CONTRACTOR will conduct a pre-trip inspection of each accepted Vehicle, complete a condition report and have it verified and signed, including electronically, where applicable, by an agent of CARRIER or the Customer before moving any Vehicle from its pick-up location. Further, CONTRACTOR agrees to evaluate CONTRACTOR's own condition and competence to operate any Vehicle under CARRIER's motor carrier authority. Upon commencing the agreed upon Services, CONTRACTOR will assume all risks relating to the condition and operation of each Vehicle, including, but not limited to, damage caused by accident, fire, or theft. CONTRACTOR also understands that CONTRACTOR is personally responsible for any violation of laws, rules, and ordinances governing CONTRACTOR's and CONTRACTOR's Workers' operation of all Vehicles

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CONTRACTOR accepts for movement pursuant to this Agreement, and neither the Customer nor CARRIER will assume or accept liability for any resulting fines or costs.

6. CONTRACTOR agrees to fully comply with all Customer Service Standards, specifications, and operational requirements. Such Customer Service Standards are generally set forth in the DOT required bill of lading and the electronic or written Move Order for each Vehicle. Upon request, CARRIER shall provide CONTRACTOR access to any additional Customer Service Standards. All Customer Service Standards shall be incorporated by reference as part of this Agreement. CONTRACTOR's breach of any Customer Service Standards shall be deemed a material breach of this Agreement. Should such breach result in CARRIER incurring any monetary penalty, CONTRACTOR agrees and authorizes CARRIER to deduct all such charges from CONTRACTOR's cash bond as described in APPENDIX A to this Agreement and/or CONTRACTOR's settlement. Further, as a result of such a material breach, the Agreement shall be subject to the immediate termination provisions set forth in Paragraph D.11.
 - a. of this Agreement.
7. Pursuant to Customer Service Standards, CONTRACTOR agrees that CONTRACTOR will not tow or push any other motor vehicle in any manner using the Vehicle unless specifically authorized to do so by CARRIER on behalf of the Customer. Regardless of such authorization, any towed or pushed motor vehicle is entirely CONTRACTOR's responsibility, and CONTRACTOR hereby holds CARRIER and Customer harmless for any damage to any towed vehicle or to any person or property resulting from the towing, pushing, or operation of the towed vehicle. CONTRACTOR agrees to comply with all CARRIER safety guidelines related to the towing of any motor vehicle which have been established to comply with Customer Service Standards.
8. CONTRACTOR acknowledges that each Move Order, whether consisting of one vehicle move or a group of sequential vehicle moves, is a separately negotiated contract including the per move gross settlement. CONTRACTOR is and shall at all times remain free from forced dispatch by CARRIER and can at any time accept or reject available Vehicle driveaway opportunities in accordance with CONTRACTOR's own availability and profit motivation. Each contracted move commences when CONTRACTOR takes possession of the Vehicle at the pick-up location thereby accepting the terms of the Move Order either in writing or via Touch. The Move terminates at the point of final delivery. In the absence of an equipment breakdown in which the CONTRACTOR is released from a Move, if a particular trip is not completed due to CONTRACTOR's failure to complete the

Services to the customer-designated point of final delivery, CONTRACTOR will be paid the negotiated gross contract settlement minus liquidated damages. Liquidated damages shall be the expense incurred by CARRIER to dispatch another CONTRACTOR to continue and complete the Move as well as all related expenses, including, but not limited to, storage, towing, lost revenue due to delay, and administrative charges ("Performance Completion Charges"). As set forth in APPENDIX A, CONTRACTOR agrees these Performance Completion Charges will be deducted from CONTRACTOR's cash bond and/or CONTRACTOR's settlement.

D. SERVICES:

1. **This Agreement is between two independent businesses that are separately owned and operated. It is expressly understood and agreed that CONTRACTOR is providing Services as an independent contractor pursuant to this Agreement and not as an employee.** CONTRACTOR agrees to provide any necessary documentation and apply for certification of CONTRACTOR's independent contractor status where mandated by applicable law including, but not limited to, in the State of Arizona. CONTRACTOR attests and affirms that CONTRACTOR holds itself out to the public as an independent contractor.
 - a. CONTRACTOR hereby assumes full and exclusive control and responsibility for the selection, training, hiring or subcontracting, setting of grooming and dress standards, disciplining, discharging, setting of all hours scheduled and worked, meal and rest breaks, wages, salaries, and other remuneration, providing for workers' compensation and unemployment insurance, state and federal taxes, fringe benefits, adjustment of grievances, all acts and omissions, and all other matters and costs related to CONTRACTOR's use or employment of workers to perform any aspect of the Services provided under this Agreement. This includes CONTRACTOR, CONTRACTOR's employees, subcontractors, or agents, or anyone performing Services on CONTRACTOR's behalf under this Agreement. In addition, CONTRACTOR agrees to be solely responsible for complying with applicable law, rules, and regulations governing the terms and conditions of employment of CONTRACTOR's Workers or applicants for employment, including, without limitation, compliance with the Federal Fair Credit Reporting Act; verification of immigration and naturalization status; proof of proper taxpayer identification number; proof of payment of income, unemployment, Medicare, and other state and federal payroll taxes; and other required

withholdings for CONTRACTOR and/or CONTRACTOR's Workers.

- b. CONTRACTOR agrees to file all tax forms and returns that CONTRACTOR may be required by law to file, including those tax filings related to CONTRACTOR's engagement of Workers used in the performance of this Agreement, and to pay when due all taxes and contributions reported in the forms and returns. In that regard, CONTRACTOR knows: (i) of CONTRACTOR's responsibilities to pay estimated social security taxes and state and federal income taxes with respect to remuneration received from CARRIER; (ii) that the social security tax CONTRACTOR must pay is higher than the social security tax the individual would pay if he or she were an employee; and (iii) that the Service provided by CONTRACTOR to CARRIER under this Agreement is not work covered by the unemployment compensation laws of any State including, but not limited to, the State of Florida; provided, however, should CONTRACTOR employ or use Workers to fulfill CONTRACTOR's obligations under this Agreement, and the Workers are covered by the unemployment laws of any State, CONTRACTOR is solely responsible for the payment of any unemployment tax and provision of unemployment benefits for the CONTRACTOR's Workers. Proof of CONTRACTOR's compliance with such obligations shall be submitted by CONTRACTOR to CARRIER as requested by CARRIER and may include, but not be limited to, proof of income tax being currently paid, proof of payment of payroll tax for CONTRACTOR's Workers and proof of workers' compensation insurance for Workers engaged by CONTRACTOR where required by state law (see Paragraph D.1.c.).
 - c. CONTRACTOR agrees to maintain Statutory Workers' Compensation Insurance coverage in such amounts and in such form as required by applicable state law.
2. CONTRACTOR shall be liable for, and agrees to indemnify, reimburse, hold harmless, and pay CARRIER and Customer for, all claims, lawsuits, costs, expense, loss, damage, and liability, including all direct, indirect and consequential damages, towing damages, court costs and reasonable attorney fees arising out of, or in connection with, CONTRACTOR's or CONTRACTOR's Workers' negligence, gross negligence, willful misconduct, material breach of this Agreement, or other culpable acts or failures to act ("CARRIER Damages"). CONTRACTOR will immediately notify CARRIER Dispatch of any situation involving potential CARRIER Damages. CONTRACTOR authorizes CARRIER to deduct or otherwise recover any amounts due to CARRIER under this paragraph. If CONTRACTOR or any of CONTRACTOR's Workers use the Vehicle(s) for any purpose other than completing the Services, CONTRACTOR agrees to defend, indemnify, and hold harmless CARRIER (and its affiliates, subsidiaries, officers, agents, and employees) from any CARRIER Damages arising from that use. This Paragraph shall remain in full force and effect both during this Agreement and after its termination.
- a. CONTRACTOR's liability for CARRIER Damages will be based on the actual cost per claim, subject to the applicable limitation as set forth in APPENDIX A to this Agreement, of any loss or damage to Property. This limit only applies to claims for loss or damage to the Customers' Vehicle(s) and liability to third parties.
 - b. The limitation in Paragraph D.2.a. does not apply to CARRIER Damages related to loss of or damage to the Customer's Vehicle(s) caused by CONTRACTOR's gross negligence or willful misconduct, including, but not limited to, intentional torts. CONTRACTOR is liable for the full amount of CARRIER Damages related to loss or damage caused by CONTRACTOR's or CONTRACTOR's Workers' gross negligence or willful misconduct, including, but not limited to, claims for personal injury and property damage or loss or damage to CARRIER's property.
 - c. CARRIER has secured insurance that may cover risks and liabilities for which CONTRACTOR has agreed to indemnify CARRIER under this Agreement, for example, public liability insurance. Such policies are expressly for the benefit of CARRIER and only incidentally may benefit CONTRACTOR. Terms of the policies may change (for example, higher or lower deductibles, length of coverage, UM/UIM waivers or limitations, or insurance underwriters). CONTRACTOR has neither any obligations nor any rights under the terms of the policies.
 - d. Notwithstanding Paragraph D.2.a. of this Agreement, and not subject to the limits of Paragraph D.2.b. of this Agreement, CONTRACTOR agrees to defend, indemnify, and hold harmless CARRIER from: (i) any claim by CONTRACTOR for loss of or damage to CONTRACTOR's property due to the negligence, gross negligence, willful misconduct, material breach of this Agreement, or other culpable acts or omissions of CONTRACTOR, including CONTRACTOR's Workers; and (ii) any claim by any other contractor of CARRIER for loss of or damage to the other CONTRACTOR's property due to the negligence, gross negligence, willful

misconduct, material breach of this Agreement, or other culpable acts or omissions of CONTRACTOR, including CONTRACTOR's Workers. CONTRACTOR's indemnification responsibilities hereunder include any related fine, civil penalty, or expense, including reasonable attorneys' fees and costs of litigation.

e. THE TERMS OF THIS AGREEMENT REFLECT THAT CONTRACTOR IS AN INDEPENDENT CONTRACTOR, NOT AN EMPLOYEE. THEREFORE:

Notwithstanding Paragraph D.2.a. and not subject to the indemnity limits in Paragraph D.2.b. of this Agreement, CONTRACTOR agrees to defend, indemnify, and hold CARRIER harmless for any reasonable attorneys' fees and litigation expenses CARRIER incurs in defending against any claims, suits, actions, or administrative proceedings brought by CONTRACTOR, including any of CONTRACTOR's Workers, or, at CONTRACTOR's request, or with CONTRACTOR's consent, brought by any union or other public or private organization or member of the public or state or federal agency, alleging that CONTRACTOR, including any of CONTRACTOR's Workers, is an employee of CARRIER, but which ultimately, upon completion of all appeals or the running of all applicable appeal periods, fail to result in any final judicial or administrative decision holding the allegation to be true.

f. If a governmental authority determines that CONTRACTOR (or if CONTRACTOR is a business entity, CONTRACTOR's principal) is an employee of CARRIER (each, a "CONTRACTOR Reclassification Decision"), CONTRACTOR may elect to: (i) ratify the terms of this Agreement, in which case CONTRACTOR may sue under its terms; or (ii) if CONTRACTOR contends that this Agreement is voidable by reason of the CONTRACTOR Reclassification Decision, rescind the Agreement, in which case the Agreement will be rescinded and the parties will be deemed not to have formed any agreement regarding the terms on which CONTRACTOR agreed to provide services.

g. If a governmental authority determines that any of CONTRACTOR's Workers other than CONTRACTOR (or, if CONTRACTOR is a business entity, CONTRACTOR's principal) is an employee of CARRIER, whether directly or as a joint employer (each a "Worker Reclassification Decision"), and the Worker Reclassification Decision does not result from CARRIER's conduct, CONTRACTOR agrees to indemnify, defend, and hold harmless

CARRIER from any liability arising out of or related to the Worker Reclassification Decision.

3. CONTRACTOR further agrees and affirms that each negotiated and agreed upon gross contract settlement is the entire payment for the contracted Services and, accordingly, no federal, state or local employment taxes shall be withheld or paid on CONTRACTOR's behalf by CARRIER. CARRIER may pay, as part of the gross contract settlement, additional negotiated accessorial amounts received from and authorized by the Customer and supported by receipts received from CONTRACTOR. CONTRACTOR may be entitled to request and, subject to CARRIER's discretion, receive an advance of a portion of the gross contract settlement related to CONTRACTOR's specific Move Order. The advance may be subject to an administrative transaction fee. As explained in APPENDIX A, CONTRACTOR agrees that the advance and any other expenses initially incurred by CARRIER on CONTRACTOR's behalf will be deducted along with the administrative transaction fee from the gross contract settlement and reflected on the settlement statement. Further, CARRIER acknowledges and CONTRACTOR agrees that CONTRACTOR may periodically choose to advance expenses approved by CARRIER that are for the benefit or convenience of CARRIER in excess of those expenses for which CONTRACTOR is responsible in order to reasonably complete the move as negotiated, and travel, when required, to a Customer-designated pick-up location for CARRIER's and/or the Customer's own convenience. CARRIER agrees to include, as part of the settlement process, the cost of any such approved CARRIER or Customer expenses advanced by CONTRACTOR.

4. CONTRACTOR further acknowledges that as an independent business, CONTRACTOR is responsible for all operating expenses including but not limited to fuel, tolls, permits, meals, lodging, return travel, communication devices and data plans, and any other expenses incurred by CONTRACTOR in the course of CONTRACTOR's provision of the Services. Further, CONTRACTOR is solely responsible for CONTRACTOR's own administrative expenses including, but not limited, to maintaining an office space, if CONTRACTOR so elects. It is and will be CONTRACTOR's sole discretion to determine the amount CONTRACTOR spends, if any, on meals, lodging, return travel, administrative expenses, etc. while performing the Services.

5. In CONTRACTOR's sole discretion and in accordance with CONTRACTOR's own profit motivation, CONTRACTOR is free to advertise and perform transportation services of the type described herein, or otherwise, for any other entity or individual, including competitors of CARRIER. Contracting any such other work is not a breach of

this Agreement; provided, however, performance of the Services covered by this Agreement must be conducted at all times in accordance with the terms of this Agreement.

6. Pursuant to the Agreement of the parties, in order to provide for Customer mandated minimum insurance coverage, CONTRACTOR agrees to participate in accident, theft, transport vandalism, and other casualty insurance coverage negotiated by CARRIER by providing a cash bond to CARRIER, as described in the attached APPENDIX A. CONTRACTOR acknowledges, understands, and agrees that CONTRACTOR will be liable for and pay the first dollar amount of any claim in the sum agreed to in the attached APPENDIX A. In addition, CONTRACTOR provides to CARRIER his/her consent to draw from CONTRACTOR's cash bond and/or withhold from CONTRACTOR's gross contract settlement the sum agreed to in the attached APPENDIX A per claim until such time as the claim is settled.
7. CONTRACTOR agrees to immediately provide verbal notice and, if reasonably practicable, written notice to CARRIER, of any accidents involving and/or any damage to the Vehicle(s) transported by CONTRACTOR but in no case more than twenty-four (24) hours after the time of said accident/damage. In addition, CONTRACTOR acknowledges and agrees that in the event he/she conceals or fails to timely report any damages to the Vehicle(s) or renders a false report in any manner regarding the Vehicle(s) or CONTRACTOR's Services in connection with the pick-up, transportation, or delivery of the Vehicle(s), CONTRACTOR may be liable for all damages to the Vehicle(s) or related to the Services provided by CONTRACTOR hereunder with respect to the Vehicle(s), including damages in excess of the agreed upon cash bond described in APPENDIX A. CONTRACTOR understands and agrees that CARRIER will hold CONTRACTOR's cash bond for up to 90 days after termination of this Agreement by either party for the purpose of covering any outstanding claims which may be covered by the cash bond.
8. CONTRACTOR and CONTRACTOR's Workers shall cooperate fully with CARRIER with respect to any legal action, regulatory investigation, administrative hearing, or other similar legal action or proceeding arising from the operation of Customer Vehicle(s) and/or equipment, the relationship created by this Agreement, and/or the Services performed hereunder. CONTRACTOR agrees, upon CARRIER's request and at CONTRACTOR's sole expense, to provide written reports or affidavits, attend legal proceedings, and/or assist in obtaining evidence and securing the attendance of witnesses. CONTRACTOR further agrees to provide CARRIER with any assistance necessary for CARRIER or CARRIER's

representatives or insurers to investigate, settle or litigate any accident, claim, or potential claim by or against CARRIER related to the Services provided by CONTRACTOR hereunder.

9. **This Agreement, of which these terms and conditions are a part, does not create an employment relationship between CARRIER and CONTRACTOR or CONTRACTOR's Workers.** Further, CONTRACTOR is not an agent or legal representative of CARRIER for any purpose whatsoever. CONTRACTOR is not granted any express or implied right of authority to assume or to create any obligation or responsibility on behalf of or in the name of CARRIER nor to bind CARRIER in any manner or concern whatsoever.
10. CONTRACTOR acknowledges that any list of CARRIER's Customers is a valuable, special, and unique asset of the business of CARRIER. CONTRACTOR agrees that during and after the term of this Agreement CONTRACTOR and CONTRACTOR's Workers: (i) will not disclose the list of CARRIER's Customers or any part thereof to any third party for any reason without CARRIER's prior written consent; (ii) will preserve as "Confidential Matters" all trade secrets, know-how and information relating to CARRIER's business, forms, processes, developments, sales and promotional systems, prices and operations, which information may be obtained from tariffs, contracts, freight bills, letters, reports, disclosures, reproductions, books, records, or other contractors, and other sources of any kind resulting from this Agreement; and (iii) will regard the Confidential Matters as the sole property of CARRIER, and will not publish, disclose or disseminate the same to others without the written consent of CARRIER. In the event of any material breach or threatened material breach of this section by CONTRACTOR or CONTRACTOR's Workers, CARRIER will be entitled to an injunction, restraining CONTRACTOR and its Workers from disclosing, in whole or in part, the list of CARRIER's Customers, and all other Confidential Matters. CARRIER will be irreparably damaged in the event of any material breach of this provision by CONTRACTOR. Accordingly, in addition to any other legal or equitable remedies that may be available to CARRIER, CONTRACTOR agrees that CARRIER will be able to seek and obtain immediate injunctive relief in the form of a temporary restraining order without notice, preliminary injunction, or permanent injunction against CONTRACTOR and CONTRACTOR's Workers to enforce this confidentiality provision, and CARRIER will not be required to post any bond or other security and will not be required to demonstrate any actual injury or damage to obtain injunctive relief from the courts. Nothing in this section should be construed as prohibiting CARRIER from pursuing any remedies available to CARRIER at law or in equity for the material

breach, including the recovery of monetary damages from CONTRACTOR.

11. This Agreement shall begin on the Effective Date identified in the signature block at the end of this Agreement and terminate exactly one (1) year thereafter. The Agreement may be terminated at any time by mutual agreement of CARRIER and CONTRACTOR or by either party after providing fifteen (15) days prior written notice of the termination to the other. The ability of either party to terminate this Agreement shall in no way be interpreted as an at-will employment provision and shall not otherwise affect CONTRACTOR's status as an independent contractor under this Agreement. Either party may cancel this Agreement immediately if any of the following occurs:
 - a. Either party materially breaches this agreement;
 - b. A party becomes insolvent or unable to pay its debt in a timely manner;
 - c. A party violates an applicable law, rule, or regulation; or
 - d. A party provides Services in an unsafe or reckless manner or otherwise is involved in acts or omissions which are contrary to the interests/needs of the other party.
12. Upon termination of this Agreement, CONTRACTOR agrees to immediately, but no later than within two (2) calendar days of the termination, return all property within its care, custody, and control belonging to Customers or CARRIER, to CARRIER's facility or as otherwise indicated by CARRIER, including, but not limited to: (1) advances, C.O.D.s, bills of lading; (2) property not owned or leased by CARRIER but belonging to the Customer, including, but not limited to, any Vehicle in CONTRACTOR's care, custody, or control; and (3) all transporter plates, licenses, markings, and cab cards identifying CARRIER as the DOT authorized motor carrier. CONTRACTOR acknowledges its failure to return all such property to CARRIER's facility will result in potential business loss for CARRIER that is difficult to quantify in advance. If CONTRACTOR fails to return the above-described property, CONTRACTOR agrees to pay CARRIER, as liquidated damages and not as a penalty, One Hundred Dollars (\$100.00) per day thereafter until CONTRACTOR returns all such items to CARRIER. CARRIER may pursue all other remedies allowed by law or authorized in this Agreement against CONTRACTOR including deducting CARRIER's damages from CONTRACTOR's cash bond balance as agreed in APPENDIX A.
13. CARRIER specifically acknowledges CONTRACTOR's right to negotiate the terms and conditions of this Agreement as well as each Move Order, including but not limited to, the types of Vehicles accepted for movement; the origins and/or destinations to which CONTRACTOR will agree to travel; the time of pick-up and/or delivery, if not specifically set by the Customer; and the settlement and any accessorial fees paid for the Services.
14. In consideration of the terms and conditions set forth in this Agreement, CONTRACTOR, for self, passengers, heirs, and personal representatives, holds harmless and expressly releases CARRIER and its agents, servants, heirs, successors, assigns, and personal representatives from any claim or liability whatsoever arising from operation of Customer-owned Vehicles from the time CONTRACTOR takes possession of the Vehicle until the identified consignee or its authorized agent acknowledges receipt of said Vehicle. This release covers all injuries, their effects, and results, whether developed or undeveloped and all expenses of every nature. The statements and agreements herein are not merely recital but are contractual in character.
15. This Agreement, as well as any claim or dispute arising from or in connection with this Agreement, or with respect to any aspect of the relationship between the parties, shall be governed by the laws of the United States and the State of Indiana without regard to choice-of-law rules of that or any other jurisdiction. The parties agree that any claim or dispute arising from or in connection with this Agreement, or with respect to any aspect of the relationship between the parties, whether under federal, state, local, or foreign law, except those claims or disputes covered by an Arbitration Agreement entered into by the parties, must be brought exclusively in the state or federal courts in the State of Indiana, and will not object to any service of process of any complaint filed therein. The parties consent to the jurisdiction of these courts. Claims or disputes covered by an Arbitration Agreement entered into by the parties shall be arbitrated pursuant to the terms of any such agreement.
16. This Agreement, including any and all Move Orders incorporated hereunder, constitutes the entire agreement between CARRIER and CONTRACTOR pertaining to the subject matter contained herein and fully replaces and supersedes all prior and contemporaneous agreements, representations, and understandings. No modification or amendment to this Agreement is binding unless in writing and signed by both CARRIER and CONTRACTOR. If any provision (including any sentence or part of a sentence) of this Agreement is deemed invalid for any reason, only that sentence or provision will be void, and this Agreement will remain otherwise binding between the parties. Any provision deemed

voided will be replaced with any provisions that will be as close to the Parties' intent as permissible. A waiver of any provision of this Agreement will not constitute a waiver of any other provision, nor will any waiver constitute a continuing waiver. No waiver will be deemed effective or binding unless executed in writing by the party making the waiver. The failure or refusal of a party to insist upon the strict performance of any provision of this Agreement, or to exercise any right under this Agreement, will not be construed as a waiver of the provision or right, nor will the failure or refusal be deemed a customary practice contrary to the provision or right. The rights and remedies of CARRIER under this Agreement or under applicable law are cumulative, and the exercise of any of them will not be exclusive of any other right or remedy provided by this Agreement or allowed under applicable law. Nothing in this Agreement creates any rights in any party not a signatory to or expressly designated as a third-party beneficiary herein. This Agreement will be binding upon and inure to the benefit of the parties to this Agreement and their respective successors. CONTRACTOR may not assign or subcontract any obligations to another party without the prior written consent of CARRIER.

17. CARRIER and CONTRACTOR consent to do business using any electronic method permitted by the FMCSA. This consent includes, but is not limited to, the use of electronic methods to effect and transmit the signature of any document, including this Agreement and any supplement, modification, addendum, amendment, notice, consent, and/or waiver required by this Agreement, any Move Order, or any other document required by FMCSA regulations to be generated and maintained (or exchanged by private parties). The parties agree that when either party uses any

electronic method to accomplish electronic signatures, the chosen method: (i) identifies and authenticates the sender as the source of the electronic communication; (ii) indicates the sender's approval of the information contained in the electronic communication; and (iii) produces an electronic document with the same integrity, accuracy, and accessibility as a paper document or handwritten signature. Either party may elect to use a handwritten signature with respect to any document, provided that the election will not preclude the other party from using an electronic signature to the same document.

18. Applicable law prohibits texting and the use of handheld mobile phones by drivers operating commercial motor vehicles except in an emergency when such use is necessary to communicate with law enforcement officials or other emergency services. Violations of this prohibition may impact driving safety and result in civil penalties against CARRIER. As a result, CONTRACTOR agrees to ensure that CONTRACTOR's Drivers comply with applicable law and Customer Service Standards while operating any Vehicles accepted for movement. Failure to comply with such prohibitions or limitations may result in the disqualification of the Driver involved or the termination of this Agreement.
19. CONTRACTOR and CONTRACTOR'S workers waive any right to initiate, join (i.e., opt in to), remain in (i.e., not opt out of), or otherwise participate in any class action, collective action, consolidated action, or representative action brought against CARRIER, including but not limited to such actions brought under state or federal law and those arising under the Fair Labor Standards Act.

NOTICE: THIS IS A BINDING LEGAL DOCUMENT. The parties acknowledge that each has the right and opportunity to fully review the Agreement prior to signing and, if each so elects, seek the assistance of legal counsel of its own choosing. By signing this Agreement, CONTRACTOR (i) represents it has read this Agreement; (ii) has sought and received the advice of an attorney or, if not, has chosen not to do so; and (iii) is entering into this Agreement freely, voluntarily, and without duress, undue influence, coercion, or promise of any benefit not specifically described in this Agreement.

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the parties. It begins on the later of the two dates in the below signature block ("Effective Date") and ends exactly one (1) year thereafter.

Carrier: Beyond Logistics Transport
7228 Clarcona Ocoee Road, Unit 576
Clarcona, Florida 32710

By: _____
Signature

Date: _____

Name Printed

Email: _____

Contractor: _____

Address: _____

City, State, Zip: _____

By: _____ Date: _____
Signature

Name Printed

Email Address: _____

APPENDIX A

INDEPENDENT CONTRACTOR SETTLEMENT DEDUCTION AUTHORIZATION

As an Independent Contractor, I elect to post a cash bond to pay for any damage to Vehicles in my care, custody, or control or (b) any other property or person while under dispatch by CARRIER. I further agree that CARRIER may deduct from my cash bond liquidated damages, penalties, and costs incurred by CARRIER as a result of my failure to complete the agreed-upon Services. I authorize the amounts listed and described below to be deducted from my settlements, as CARRIER deems necessary pursuant to this Agreement, as follows:

CHARGE-BACK OR OTHER DEDUCTION ITEM	AMOUNT OR METHOD OF COMPUTATION OF DEDUCTION
Cash Bond	Principal Amount: \$2,500.00 , to be deducted, under Section D.7. of this ICDSA, at 8.75% per settlement until fully funded and, if Cash Bond has a negative balance, 10% per settlement to replenish the cash bond to a positive balance. Principal Amount will be increased to \$2,000 with a 12% settlement deduction for CONTRACTORs voluntarily electing to participate in a CARRIER facilitated third-party, health insurance program for independent contractors.
Express mail, U.S. First Class Mail, or other package delivery services paid by CARRIER on CONTRACTOR's behalf	Amount CARRIER paid to U.S. Postal Service or other third-party vendor.
Performance completion charges under Section C.8. of this ICDSA for CARRIER's cost of completing a Move or other assignment CONTRACTOR undertakes but does not complete for any reason (including CONTRACTOR's dropping a load at a facility CARRIER operates or utilizes rather than at the consignee's location)	Amount CARRIER paid or otherwise incurred. If non-completion is excusable in CARRIER's reasonable judgment, compensation will be paid to CONTRACTOR for the portion of the trip CONTRACTOR successfully completed.
Travel cost (bus, air, taxi, or other passenger fares) CONTRACTOR travel required for CARRIER-approved trips including return travel or an accident.	Amount CARRIER paid to third-party vendor.
Garnishment orders	Amount CARRIER paid in compliance with any lawfully issued order or lien, a copy of which CARRIER will supply to CONTRACTOR at or before the first deduction relating to it, plus a CARRIER Markup in the amount authorized by Applicable Law. After termination of, but not during, this Agreement, CARRIER will deduct from CONTRACTOR's Cash Bond (after all deductions authorized by this Deductions Table) the portion of any garnishment or lien amount due that exceeds the balance in CONTRACTOR's Settlement Compensation.
Operating expenses not otherwise listed in this Deductions Table which are the responsibility of CONTRACTOR under this ICDSA and which CONTRACTOR requests that CARRIER pay initially on CONTRACTOR's behalf.	Amount CARRIER paid or otherwise incurred
Deck Certification	Amount charged by independent contractor driver mentor.
Logbooks	Cost of logbooks purchased from CARRIER or from a third-party facilitated by CARRIER.

CHARGE-BACK OR OTHER DEDUCTION ITEM	AMOUNT OR METHOD OF COMPUTATION OF DEDUCTION
Insurances	The cost of any insurance CONTRACTOR elects to purchase through a third-party program facilitated by CARRIER.
Tools and Assessments	Cost of any tools CONTRACTOR purchases from CARRIER or from a third-party facilitated by CARRIER. Including, but not limited to, drug and alcohol testing, background, MVR, and dispatch access at \$50.00/Month per driver.
Equipment Rental (Tow car, Boom Trailer, etc.)	Amount agreed to at time of rental under separate agreement.
Advances (Draws) of settlement funds (whether loaded onto an Advance Card, issued via an advance check, or otherwise) for CONTRACTOR's use in paying business-related expenses	Amount CARRIER advanced to CONTRACTOR at CONTRACTOR's request, plus any fees charged by Advance Card vendor, plus a CARRIER fee. If CONTRACTOR fails to fully repay the amount of the advance as of the next settlement date, CARRIER may charge CONTRACTOR's Cash Bond and may charge interest on the balance owed at CARRIER's discretion.
Claims for CARRIER Damages and other indemnity obligations owed by CONTRACTOR to CARRIER under this ICDSA	In no event will CONTRACTOR's indemnity obligation for CARRIER Damages exceed \$1500 per incident in combination where multiple claims of any and all kinds arise out of one occurrence. However, CONTRACTOR may have other indemnity obligations to CARRIER under this Agreement, in the amount explained in the applicable provision(s).
Liquidated damages under Section D.12	As described in Section D.12.
Fuel purchases paid by CARRIER on CONTRACTOR's behalf	1. Pre-fuel at CARRIER's terminal: CARRIER will deduct the CARRIER's cost from the third-party fuel vendor, plus CARRIER Markups to cover the cost of fueling. 2. Customer Fuel Card program: CARRIER will deduct the Customer's cost from the third-party fuel vendor for in-route purchases on Customer-specific dispatches.
Drug and alcohol Clearinghouse fees to the extent it is CONTRACTOR's responsibility under Section C.3.b. of this ICDSA and/or testing to the extent it is CONTRACTOR's responsibility under Section C.3.b. of this ICDSA.	Amount CARRIER paid to third-party vendor.

I understand and agree that the carrier will hold the contractor's cash bond for up to 90 days after either party terminates this Agreement to cover any pending claims.

CARRIER: Beyond Logistics Transport
Operating under U.S. DOT No.:
3116347

CONTRACTOR: _____

d/b/a: _____

By: _____
Signature

By: _____
Signature

Name (Printed)

Name (Printed)

Title

Title

7228 Clarcona
Ocoee Road,
Unit 576
Clarcona,
Florida 32710

Address (Street, P.O. Box,
etc.) City, State, and Zip
Code

Phone Number

Phone Number

E-Mail Address

E-Mail Address Fax

Fax

Date

Date

Beyond Logistics Transport

Non-Compete Agreement

This Non-Compete Agreement ("Agreement") is made effective as of _____ ("Effective Date"), by and between Beyond Logistics Transport, of 7228 Clarcona Ocoee Road, Unit 576, Clarcona, Florida 32710, and _____, of _____, _____, _____, _____.

The individual or business named above is employed as an Independent Contract Driver. This agreement is effective when the individual is working as an Independent Contractor for Beyond Logistics Transport, and for two years after leaving.

Non-Compete Covenant. During employment and for a period of 2 years after the separation of employment for any reason, the Individual or Business will not directly or indirectly engage in any business that competes with Beyond Logistics Transport or its affiliated companies.

This Agreement shall apply to any geographical area in the United States.

The individual shall not act as a Carrier providing Drive/Tow Away Services for transportation companies with which Beyond Logistics Transport is under contract.

Directly or indirectly engaging in any competitive business includes, but is not limited to: (i) engaging in a business as owner, partner, or agent, (ii) becoming an employee of any third-party that is engaged in such business, (iii) becoming interested directly or indirectly in any such business, or (iv) soliciting any customer of Beyond Logistics Transport for the benefit of a third-party that is engaged in such business. The individual agrees that this Agreement will not adversely affect the Individual's livelihood.

Non-Solicitation Covenant. For a period of 2 Years after the effective date of this Agreement, Individual will not directly or indirectly solicit business from, or attempt to sell, license or provide the same or similar products or services as are now provided to, any customer or client of Beyond Logistics Transport, nor shall Individual use Beyond Logistics Transport's existing client's demographic and confidential information to solicit and provide quotes and/or to transfer business to any competing entity. Further, for a period of 2 Years after the Effective Date of this Agreement, the Individual or Business will not directly or indirectly solicit, induce, or attempt to induce any employee of Beyond Logistics Transport to terminate their employment with Beyond Logistics Transport.

Condition of Contract Services. In consideration of the commitments and obligations made by the Individual and Business, and Beyond Logistics Transport. The parties agree that the execution of this Agreement is a condition of the Individual's and Business's services provided by Beyond Logistics Transport.

Confidentiality. The individual will not at any time or in any manner, either directly or indirectly, use for the personal benefit of the Individual, or divulge, disclose, or communicate in any manner any information that is proprietary to Beyond Logistics Transport. The nature of the information and the manner of disclosure are such that a reasonable person would understand it to be confidential. The individual will protect such information and treat it as strictly confidential. The obligation of the Individual not to disclose confidential information shall continue for 2 Years after leaving the company or for the duration that the individual operates as an independent contract driver for Beyond Logistics Transport, after the Effective Date of this Agreement.

Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter contained herein. No other promises, warranties, representations, agreements, or understandings, whether oral or written, exist concerning this subject matter. This Agreement supersedes any previous or simultaneous oral or written promises, warranties, representations, agreements, or conditions between the parties.

Amendment. This Agreement may be modified, amended, or supplemented only if the changes are made in writing and signed by all parties.

Severability. The parties have attempted to limit this Agreement so that it applies only to the extent necessary to protect legitimate business and property interests. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. Suppose a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable. In that case, such provision shall be deemed to be written, construed, and enforced as so limited.

Injunction. It is agreed that if the Individual violates the terms of this Agreement, irreparable harm will occur, and money damages will be insufficient to compensate Beyond Logistics Transport. Therefore, Beyond Logistics Transport will be entitled to seek injunctive relief (i.e., a court order that requires the Individual to comply with this Agreement) to enforce the terms of this Agreement. The prevailing party shall have the right to collect from the other party its reasonable costs and necessary disbursements and attorneys' fees incurred in enforcing this Agreement.

Governing Law. This Agreement shall be governed by the laws of Florida.

Conflict Resolution. In the event of a dispute between the parties, the parties hereby agree to use the Florida Superior Court as the venue. The parties hereby also agree that the prevailing party shall be entitled to reasonable attorney fees and costs incurred as a result of the dispute.

Signatories. This Agreement shall be signed by the Individual and by Dashia Smith, President, on behalf of Beyond Logistics Transport. This Agreement is effective as of the date first above written.

The Protected Party:

Beyond Logistics Transport

Dashia Blue
President

Date _____

The Non-Competing Party:

Print Name of Individual: _____

Individual Signature: _____

Date: _____