

INDEPENDENT CONTRACTOR AGREEMENT

(redacted name) ("CARRIER"), a motor carrier operating pursuant to authority issued by state and/or federal agencies, and _____ ("INDEPENDENT CONTRACTOR"), in consideration of the covenants and agreements contained herein and, pursuant to the Federal Leasing Regulations under 49 C.F.R. Part 376, enter into this Independent Contractor Agreement ("Agreement") on _____, 20____.

1. **PROVISION OF SERVICES AND EQUIPMENT.** During the term of this Agreement, INDEPENDENT CONTRACTOR shall provide CARRIER transportation related services and the Equipment set forth below or in an appendix ("Equipment"). INDEPENDENT CONTRACTOR represents and warrants that INDEPENDENT CONTRACTOR has a substantial financial interest in the Equipment, and personally has title to or is authorized to contract the Equipment and services to CARRIER. Upon taking possession of the Equipment from INDEPENDENT CONTRACTOR, CARRIER shall furnish to INDEPENDENT CONTRACTOR a receipt for the Equipment which shall constitute the receipt required by 49 C.F.R. § 376.11(b). Upon termination of this Agreement, INDEPENDENT CONTRACTOR shall execute a similar receipt for Equipment as the written receipt for the return of the Equipment by CARRIER to INDEPENDENT CONTRACTOR; provided, however, that the Agreement and CARRIER's obligations hereunder shall expire upon the written notice of termination regardless of whether INDEPENDENT CONTRACTOR submits the receipt required under this provision.

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2. **DURATION OF AGREEMENT (49 CFR 376.12(b)).** This Agreement shall begin on the date indicated above and shall remain in effect until terminated in accordance with the provisions of paragraph 4; provided, however, that this Agreement may be terminated at any time in accordance with the provisions of paragraph 9.

3. **COMPENSATION (49 CFR 376.12(d)).** It is expressly understood and agreed that INDEPENDENT CONTRACTOR'S compensation shall be as set forth in Appendix A and such compensation shall constitute the total compensation, upon deliveries accomplished, for everything furnished, provided, or done by INDEPENDENT CONTRACTOR in connection with this Agreement, including driver's services. INDEPENDENT CONTRACTOR is free to accept or reject assignments from CARRIER, and there is no guarantee by CARRIER to INDEPENDENT CONTRACTOR of a minimum number of pick-ups and deliveries, or that INDEPENDENT CONTRACTOR is guaranteed a profit under this Agreement. INDEPENDENT CONTRACTOR is not prohibited from entering into separate agreements to provide equipment and other professional truck drivers not identified as Equipment above or in an attachment and drivers not used to service this Agreement, to other motor carriers. All mileage computations, if any, shall be based on the most recent edition of CARRIER's Mileage Guide.

4. **TERMINATION.** Subject to the provisions of paragraph 2, this Agreement may be terminated for any reason by either party by giving fifteen (15) days written notice to that effect to the other party either personally, by mail, email, or by fax machine at the address or fax number shown at the end of this Agreement. 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 INDEPENDENT CONTRACTOR's status as an independent contractor under this Agreement. The effective date and time of termination shall be as set forth in the written notice on the receipt for Equipment issued by INDEPENDENT CONTRACTOR, whichever date is earlier. INDEPENDENT CONTRACTOR shall, upon termination of this Agreement, remove all CARRIER identification from the Equipment and return it to CARRIER, via hand delivery or certified mail, together with all of CARRIER's property, including trailers, paperwork, load securement equipment and freight, to CARRIER's property or freight to CARRIER or remove and return all CARRIER identification from the Equipment upon termination of this Agreement. INDEPENDENT CONTRACTOR shall pay CARRIER all collection costs incurred by CARRIER, including

reasonable attorney fees, and CARRIER may pursue all other remedies allowed by law or authorized in the Agreement against INDEPENDENT CONTRACTOR.

5. INDEPENDENT CONTRACTOR'S RESPONSIBILITIES.

(a) Compliance with Pertinent Laws and Regulations.

- i. INDEPENDENT CONTRACTOR shall provide competent drivers who meet CARRIER's minimum driver qualification standards and all of the requirements of the U.S. Department of Transportation ("DOT"), including but not limited to, familiarity and compliance with state and federal motor carrier safety laws and regulations. As part of the driver qualification process, CONTRACTOR, and CONTRACTOR's drivers, shall authorize CARRIER to access applicable driver files, Driver Safety Measurement System ("DSMS") safety scores, and any other driver data or information available as part of DOT's CSA Driver Information Resource System ("DIRS"). The parties agree that CARRIER shall have the right to disqualify any driver provided by INDEPENDENT CONTRACTOR in the event that the driver is found to be unsafe, unqualified pursuant to federal law or the criteria established by the DOT's CSA DIRS, in violation of CARRIER's minimum qualifications, unprofessional, or in violation of any policies of CARRIER or CARRIER's customers, including but not limited to, failure to obtain verifiable proof of delivery as described in 5(c) hereinbelow. Upon a driver's disqualification by CARRIER, INDEPENDENT CONTRACTOR shall be obligated to furnish another competent, reliable, and qualified driver who meets the minimum qualifications standards established by CARRIER.
- ii. INDEPENDENT CONTRACTOR shall carry a copy of this Agreement in the Equipment at all times and file with CARRIER, on a timely basis, all log sheets and supporting documents (including original toll receipts for CARRIER's reproduction), physical examination certificates, accident reports, and any other required data, documents, or reports, including any documentary evidence that CARRIER requests proving INDEPENDENT CONTRACTOR has paid all taxes legally due and owing to any government body.
- iii. INDEPENDENT CONTRACTOR further agrees not to receive any credit extension in CARRIER'S name or in any way to use CARRIER'S name to obtain credit, unless INDEPENDENT CONTRACTOR first receives CARRIER'S written consent to do so.
- iv. Shipping Documents. INDEPENDENT CONTRACTOR agrees that all bills of lading, waybills, freight bills, manifests, or other papers identifying the property carried on the Equipment shall be those of CARRIER, or as authorized by CARRIER, and shall indicate that the property transported is under the responsibility of CARRIER or a carrier with which the Equipment has been subcontracted. Due to Customer requirements regarding access to proofs of delivery, INDEPENDENT CONTRACTOR must submit all paper proofs of delivery to CARRIER on a weekly basis or INDEPENDENT CONTRACTOR will face a fee as set forth in Appendix B for each day that any proofs of delivery are not submitted.
- v. Drug and Alcohol Testing. INDEPENDENT CONTRACTOR and its drivers shall, as required by 49 C.F.R. § 382.103, comply with CARRIER's Drug and Alcohol Policy, including participation in CARRIER's random drug and alcohol testing program, and any addendums or revisions thereto. Likewise, in accordance with customer requirements, INDEPENDENT CONTRACTOR and its drivers

authorize CARRIER to conduct background checks in accordance with Applicable Law.

- vi. Safe Operations. INDEPENDENT CONTRACTOR agrees to operate the Equipment in a safe and prudent manner at all times in accordance with the laws of the various jurisdictions in which the Equipment will be operated and pursuant to the operating authorities of CARRIER, and in accordance with all rules related to traffic safety, highway protection and road requirements. Moreover, INDEPENDENT CONTRACTOR agrees that all drivers and/or workers employed by INDEPENDENT CONTRACTOR will comply with the terms of this Agreement, including the requirement of safe operations, while operating the Equipment on behalf of INDEPENDENT CONTRACTOR. INDEPENDENT CONTRACTOR agrees that any driver utilized by INDEPENDENT CONTRACTOR will comply with CARRIER's policies and procedures and any subsequent revisions thereto, which will be provided by CARRIER.
- vii. INDEPENDENT CONTRACTOR may employ or provide person(s) to assist INDEPENDENT CONTRACTOR in performing the obligations specified by this Agreement. INDEPENDENT CONTRACTOR understands and agrees that such persons shall not be considered employees of CARRIER and that it is INDEPENDENT CONTRACTOR's responsibility to ensure that such persons conform fully to the applicable obligations undertaken by INDEPENDENT CONTRACTOR pursuant to this Agreement. INDEPENDENT CONTRACTOR further agrees to:
 - (a) Bear all expenses associated with qualifying such persons to perform the services agreed to be provided herein, including without limitations, the cost of physical examinations, background checks, and drug screen tests; (b) Bear all expenses associated with the employment of such persons, including, without limitation, wages, salaries, employment taxes, workers compensation coverage, health care, retirement benefits, and insurance coverages;
 - (c) Assume the sole responsibility for compliance with all applicable laws, rules, regulations, and orders respecting payroll deductions and maintenance of payroll and employment records, and, at the request of CARRIER, provide evidence of such compliance;
 - (d) Provide CARRIER with a Motor Vehicle Report or other record evidencing the individual's driving history at least three (3) days prior to tendering any load to such individual; and
 - (e) Hold CARRIER harmless from any liability and claims by others or by governments arising from INDEPENDENT CONTRACTOR's relationship with INDEPENDENT CONTRACTOR's employees or substitutes whether under industrial accident prevention laws or any other federal, state, or municipal laws applicable to the relationship between employers or employees.
- viii. Beginning on the date the FMCSA makes its CSA Program effective as to CARRIER's and INDEPENDENT CONTRACTOR's operations under this Agreement, INDEPENDENT CONTRACTOR shall ensure that INDEPENDENT CONTRACTOR, and any drivers of INDEPENDENT CONTRACTOR, and INDEPENDENT CONTRACTOR's Equipment shall at all times meet CSA safety standards sufficient to enable CARRIER to (a) achieve and maintain a "fit" or similar rating that enables CARRIER to operate without FMCSA intervention or

restriction pertaining to driver, equipment, and other CSA performance measures; (b) obtain insurance coverage without increased costs associated with driver, equipment, or other performance measures under CSA; and (c) be and remain competitive with similarly situated carriers with regard to safety performance measures under CSA. INDEPENDENT CONTRACTOR further agrees to notify CARRIER in writing within two (2) business days of receiving notification from the FMCSA that INDEPENDENT CONTRACTOR or any of its drivers have been deemed "unfit" or "marginal" based on their safety and compliance performance.

(b) **Operational Expenses (49 CFR 376.12(e)).**

- i. INDEPENDENT CONTRACTOR shall, at its sole cost and expense, provide all the Equipment ready to operate and fully roadworthy, including the necessary licenses, permits, cab cards, vehicle identification stamps, and state base plates, and shall furnish all necessary oil, fuel, tires, and other parts, supplies and equipment necessary or required for the safe and efficient operation and maintenance of the Equipment, including repairs for the operation of such Equipment; and shall pay all other expenses incident to such operation, including, but not limited to, empty mileage, lumper expenses, highway use taxes, weight taxes, state property or indefinite situs taxes, fuel taxes, and registration fees, ferry and toll charges, and detention and accessorial charges not collected by CARRIER because of INDEPENDENT CONTRACTOR'S failure to provide the required documentation.
- ii. INDEPENDENT CONTRACTOR shall be responsible for maintaining, and shall maintain the Equipment in safe condition and in complete compliance with all laws and regulations of the states in which INDEPENDENT CONTRACTOR operates and the Department of Transportation.
- iii. INDEPENDENT CONTRACTOR agrees to pay all fines imposed for violation of any law or regulation by the state in which INDEPENDENT CONTRACTOR operates and the Department of Transportation, where such violation results, at least partially, from the acts or omissions of INDEPENDENT CONTRACTOR. The foregoing notwithstanding, except when the violation results from the acts or omissions of INDEPENDENT CONTRACTOR, CARRIER shall assume the risks and costs of fines for overweight and oversize trailers when such trailers are preloaded and sealed, or the load is containerized, or for improperly permitted oversized and overweight loads, or the trailer or lading is otherwise outside of INDEPENDENT CONTRACTOR's control. INDEPENDENT CONTRACTOR shall pay, or reimburse CARRIER, for any costs or penalties due to INDEPENDENT CONTRACTOR's failure to weigh each shipment or to notify CARRIER that the vehicle is overweight, oversized or in need of permits.
- iv. INDEPENDENT CONTRACTOR shall pay for and defend, indemnify and hold CARRIER harmless for any loss, damage, fines, expense, including reasonable attorney's fees, actions and claims arising out of, or in connection with, the cleaning up of any accident or any spills involving the Equipment or the INDEPENDENT CONTRACTOR'S services.

- (c) **Cargo Claims (49 CFR 376.12(j)).** Unless the claim is covered and paid for by CARRIER'S insurer with no expense to CARRIER, or unless CONTRACTOR elects to obtain cargo coverage through CARRIER's insurance program as set forth in Appendix B, INDEPENDENT CONTRACTOR shall be liable for, and shall pay, all cargo claims,

including but not limited to, delay, shortages, misdelivery, and claims relating to lost or contaminated loads, arising out of, or in connection with INDEPENDENT CONTRACTOR'S services. In addition, some Customers require verification of cargo at load and delivery. In the event a package cannot be verified, the Customers require the exception to be reported immediately for over, short, and damage reporting purposes. Furthermore, unless otherwise specified in a Customer's delivery procedures, the Customers require proof of delivery consisting of date, time, consignee signature and legible printed or typed name consisting of minimum first initial and last name (e.g., J. SMITH), and cargo quantity delivered, less any exceptions. If a signature is not required by certain customers, GPS data and clear photographs/images of the delivery location may be used to verify proof of delivery. If verification for a package is not received, or if signature cannot be verified due to lack of legible printed or typed first initial and last name, these Customers retain the right under their contract with CARRIER to file cargo claims with respect to these items. In the event a claim stemming from an unverified item is filed, INDEPENDENT CONTRACTOR shall be liable to CARRIER for such claim. Notwithstanding, if INDEPENDENT CONTRACTOR is able to provide verification that is acceptable to CARRIER's customer and that causes the customer to abandon its claim, CARRIER will either refrain from charging back INDEPENDENT CONTRACTOR's compensation hereunder, or will refund the amount previously charged back from INDEPENDENT CONTRACTOR's compensation.

- (d) **Equipment Damage (49 CFR 376.12(j))**. INDEPENDENT CONTRACTOR shall be liable for, and pay, all direct, indirect and consequential damage, including but not limited to reasonable attorney's fees, arising out of, or in connection with, INDEPENDENT CONTRACTOR'S use of CARRIER'S Equipment, or equipment of any other carrier.
- (e) **Insurance (49 CFR 376.12(j))**. The responsibilities and obligations between CARRIER and INDEPENDENT CONTRACTOR involving insurance shall be as specified in paragraph 6(c) and in Appendix B. CARRIER shall have no insurance responsibilities or obligations pertaining to INDEPENDENT CONTRACTOR other than those expressly stated in this Agreement or mandated by law.
- (f) **Accident Reports**. INDEPENDENT CONTRACTOR shall immediately report any accident to CARRIER involving operations under this Agreement, including INDEPENDENT CONTRACTOR'S written report of such accident. In the event INDEPENDENT CONTRACTOR fails to notify CARRIER of the accident within four (4) hours from the time of the accident, INDEPENDENT CONTRACTOR shall be liable for any and all damages resulting from that failure to notify, including but not limited to consequential damages, fines, claims by third parties and reasonable attorney fees. INDEPENDENT CONTRACTOR shall, upon CARRIER's request and at INDEPENDENT CONTRACTOR's sole expense, provide written reports or affidavits, attend hearings and trials, and assist in securing evidence or obtaining the attendance of witnesses. INDEPENDENT CONTRACTOR shall 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.
- (g) **Hold Harmless**. Except to the extent INDEPENDENT CONTRACTOR's acts or omissions are covered under the parties' respective insurance policies as set forth in Appendix B with no expense to CARRIER, INDEPENDENT CONTRACTOR agrees to defend, indemnify and hold harmless CARRIER from any direct, indirect and consequential loss, damage, fine, expense, including reasonable attorney's fees, action, claim for injury to persons, including death, and damage to property which CARRIER may incur arising out of or in connection with INDEPENDENT CONTRACTOR'S obligations under this Agreement.

6. **CARRIER'S RESPONSIBILITIES.**

- (a) **Exclusive Possession and Responsibility (49 CFR 376.12(c)).** The Equipment shall be for CARRIER'S exclusive possession, control, and use for the duration of this Agreement. As such, INDEPENDENT CONTRACTOR shall not operate the Equipment for any other motor carrier or entity during the term of this Agreement without prior written consent from CARRIER. CARRIER shall assume complete responsibility for the operation of the Equipment for the duration of this Agreement. This subparagraph is set forth solely to conform with federal leasing regulations and shall not be used for any other purposes, including any attempt to classify INDEPENDENT CONTRACTOR as an employee of CARRIER. Nothing in the provisions required by 49 C.F.R. 1057.12(c)(1) is intended to effect whether the INDEPENDENT CONTRACTOR or any driver provided by the INDEPENDENT CONTRACTOR is an independent contractor or an employee of the CARRIER. An independent contractor relationship may exist when a carrier complies with 49 U.S.C. § 14102 and attendant administrative requirements. Notwithstanding the above, INDEPENDENT CONTRACTOR is not prohibited from providing transportation services for other common or contract carriers or any other person or entity, provided that CONTRACTOR complies with the trip lease requirements in this Agreement or as otherwise set forth under federal law in 49 C.F.R. Part 376.
- (b) **Identification of Equipment (49 CFR 376.11(c)).** CARRIER shall identify the Equipment in accordance with the requirements of the DOT and appropriate state regulatory agencies. CARRIER shall have the right to place and maintain on the Equipment CARRIER'S name and any lettering, advertisement, slogans or designs as CARRIER may choose. INDEPENDENT CONTRACTOR shall remove such identification at the termination of this Agreement or while operating such Equipment for any purpose other than conducting CARRIER'S business. INDEPENDENT CONTRACTOR further agrees to keep the Equipment in clean appearance and identified as described herein, at its sole cost and expense.
- (c) **Insurance.** The respective obligations of the parties shall be as set forth in Appendix B. Unless authorized to be self-insured, CARRIER shall maintain public liability, property damage, and cargo insurance in such amounts as are required by DOT, and applicable state regulatory agencies. CARRIER shall maintain insurance coverage for the protection of the public pursuant 49 U.S.C. § 13906. CARRIER'S self-insurance or possession of legally required insurance in no way restricts CARRIER'S right of indemnification from INDEPENDENT CONTRACTOR under the provisions of this Agreement.

7. **INDEPENDENT CONTRACTOR NOT EMPLOYEE OF CARRIER.** It is expressly understood and agreed that INDEPENDENT CONTRACTOR is an independent contractor for the Equipment and driver services provided pursuant to this Agreement. INDEPENDENT CONTRACTOR agrees to defend, indemnify and hold CARRIER harmless for any claims, suits, or actions, including reasonable attorney's fees in protecting CARRIER's interests, brought by employees, any union, the public, or state or federal agencies, arising out of the operation of the Equipment or the providing of driver services under this Agreement. INDEPENDENT CONTRACTOR also agrees to provide necessary documentation and apply for certification of its independent contractor status where mandated by applicable state law. INDEPENDENT CONTRACTOR hereby assumes full control and responsibility for the selection, training, hiring, setting of grooming and dress standards, disciplining, discharging, setting of hours, wages and salaries, providing for unemployment insurance, state and federal taxes, fringe benefits, workers' compensation, adjustment of grievances, all acts and omissions, and all other matters relating to or arising out of INDEPENDENT CONTRACTOR's employment or use of drivers and laborers, and any and all other employees or agents of INDEPENDENT CONTRACTOR that INDEPENDENT CONTRACTOR may provide or use to perform any aspect of this Agreement. INDEPENDENT CONTRACTOR further expressly acknowledges, understands and agrees that INDEPENDENT CONTRACTOR is responsible for the payment of estimated social security taxes along with state and federal income taxes, and that such social security tax is

higher than the social security tax that INDEPENDENT CONTRACTOR would pay if he or she were an employee of CARRIER and that the service performed by INDEPENDENT CONTRACTOR for CARRIER, pursuant to this Agreement, is not work covered by the unemployment compensation laws of any state, including Georgia. INDEPENDENT CONTRACTOR shall be solely responsible for complying with any and all state and federal laws, rules and regulations that may be applicable to the terms and conditions of employment of INDEPENDENT CONTRACTOR's employees 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 highway use tax being currently paid when the INDEPENDENT CONTRACTOR purchases its license; proof of payment of income; unemployment; Medicare and other state and federal payroll taxes; and, other required withholdings for INDEPENDENT CONTRACTOR's employees. INDEPENDENT CONTRACTOR's performance of these responsibilities shall be considered proof of its status as an independent contractor in fact. Proof of such control and responsibility shall be submitted by INDEPENDENT CONTRACTOR to CARRIER as required by CARRIER and may include, but not be limited to, proof of highway use tax being currently paid, proof of income tax being currently paid, and proof of payment of payroll tax for INDEPENDENT CONTRACTOR's drivers. For the purposes of this section, the term INDEPENDENT CONTRACTOR refers to the owner of the Equipment as well as drivers that may be operating the Equipment on behalf of the owner. As required by law, CARRIER agrees to file information tax returns (Form 1099) on behalf of INDEPENDENT CONTRACTOR if INDEPENDENT CONTRACTOR is paid more than the statutory amount in compensation during a calendar year.

8. **TRIP-LEASING.** INDEPENDENT CONTRACTOR may trip lease or subcontract the Equipment to a third party upon receiving prior authorization from CARRIER. CARRIER assumes no responsibility for the collection of freight charges or payment to INDEPENDENT CONTRACTOR for any trip-lease or subcontract related revenue. During the term of any trip lease or subcontract, INDEPENDENT CONTRACTOR will remove or cover up all of CARRIER's identification on the Equipment and display instead the trip-lease carrier's identification and, as between INDEPENDENT CONTRACTOR and CARRIER, CARRIER will have no responsibility for, and INDEPENDENT CONTRACTOR will fully indemnify CARRIER regarding, the operation of the Equipment.

9. **BREACH.** Notwithstanding anything to the contrary in this Agreement, this Agreement may be terminated, at any time, by either party in the event of a party's actual or threatened commitment of a felony or intentional tort; violation of, or failure to comply fully with, the requirements of any applicable federal, state, local, and foreign authorities, including but not limited to DOT, state, provincial, or local highway safety, vehicle inspection, vehicle maintenance, traffic, road, truck size-and-weight, hazardous materials transportation, cargo security, or other laws and regulations ("Applicable Law"); material breach of this Agreement; failure to use drivers that meet the qualifications imposed by CARRIER or its customers, or the occurrence of an "accident," as that term is defined by FMCSA in 49 C.F.R. § 390.5, that, in CARRIER's reasonable judgment, was caused in whole or in part by INDEPENDENT CONTRACTOR's negligence, gross negligence, or willful misconduct, then the other party may elect to terminate the Agreement by giving immediate oral, followed by written, notice of termination to the offending party. In the event of a breach and when practicable, written notice shall be served upon the breaching party, notifying such party of the breach and the termination of the Agreement and reason(s) therefore. If, in CARRIER'S judgment, INDEPENDENT CONTRACTOR has subjected CARRIER to liability because of INDEPENDENT CONTRACTOR's acts or omissions, CARRIER may take possession of the lading entrusted to INDEPENDENT CONTRACTOR and complete performance, using the same Equipment or any other equipment. In such event, INDEPENDENT CONTRACTOR shall waive any recourse against CARRIER for such action and INDEPENDENT CONTRACTOR shall reimburse CARRIER for all direct or indirect costs, expenses, or damages including reasonable attorney's fees incurred by CARRIER as a result of CARRIER'S taking possession of the lading and completing performance.

10. **SETTLEMENT PERIOD (49 CFR 376.12(f)).** CARRIER shall settle with INDEPENDENT CONTRACTOR with respect to services provided under this Agreement or an authorized trip-lease within 15 calendar days after INDEPENDENT CONTRACTOR's submission, in proper form, of those documents necessary for CARRIER to secure payment, including, but not necessarily limited to, the signed freight bill, delivery receipt

or bill of lading, and properly completed logs as required by DOT. If INDEPENDENT CONTRACTOR's compensation is based on a percentage of the gross revenue for a shipment, then CARRIER will give INDEPENDENT CONTRACTOR, before or at the time of settlement, via a secured website as explained in more detailed below, a copy of the rated freight bill, or a computer-generated document containing the same information that would appear on a rated freight bill, subject to CARRIER'S right to delete the names of shippers and consignees. INDEPENDENT CONTRACTOR may examine CARRIER's tariffs, or other contracts or documents, if any, from which charges and rates are computed; provided, however, only that information that would appear on a rated freight bill will be disclosed by CARRIER. CARRIER will make available to INDEPENDENT CONTRACTOR a secure website wherein the INDEPENDENT CONTRACTOR may view shipment information, along with any and all applicable deductions, adjustments, and credits. CARRIER shall have the right, but not as a condition to settlement, to review all of INDEPENDENT CONTRACTOR's documents and records relating to the use of the Equipment and to the services provided under this Agreement, and INDEPENDENT CONTRACTOR agrees to provide CARRIER with access to such documents and records upon reasonable notice. With respect to final settlement upon termination of this Agreement, the failure on the part of INDEPENDENT CONTRACTOR to remove and return to CARRIER all identification devices of CARRIER or a letter certifying their removal shall entitle CARRIER to withhold any payments owed to INDEPENDENT CONTRACTOR until such obligation is met.

11. **INDEPENDENT CONTRACTOR NOT REQUIRED TO PURCHASE PRODUCTS, EQUIPMENT, OR SERVICES FROM CARRIER (49 CFR 376.12 (i)).** INDEPENDENT CONTRACTOR is not required to purchase or rent any products, equipment, or services from CARRIER as a condition of entering into this Agreement. In the event INDEPENDENT CONTRACTOR elects to purchase or rent Equipment from CARRIER or from any third party, for which the purchase or rental contract gives CARRIER the right to make deductions from INDEPENDENT CONTRACTOR's settlement, then the parties mutually agree to attach and incorporate herein by reference each such contract and its terms to this Agreement as a separate appendix or addendum. INDEPENDENT CONTRACTOR agrees and acknowledges that CARRIER, from time-to-time, may obtain volume discounts, rebates or sponsor fees from third party vendors as a result of the purchase or rental of goods or equipment by INDEPENDENT CONTRACTOR to assist CARRIER in the facilitation of these programs for the benefit of INDEPENDENT CONTRACTOR. INDEPENDENT CONTRACTOR further agrees that any such discount, rebate or sponsor fee paid by such third party vendor may be retained in whole or in part by CARRIER at its sole discretion.

12. **CHARGE BACK (49 CFR 376.12(h)).** CARRIER shall charge back to INDEPENDENT CONTRACTOR at the time of payment or settlement, any expenses CARRIER has borne that, under this Agreement, INDEPENDENT CONTRACTOR is obligated to bear. Such expenses shall be deducted from the amount of INDEPENDENT CONTRACTOR's compensation and shall include those expenses set forth in Appendix A of this Agreement. The amount of each item to be charged back to INDEPENDENT CONTRACTOR shall be computed based on the actual cost or expense incurred by CARRIER and any administrative fee or mark-up disclosed in Appendix A or elsewhere in this Agreement or any addendum thereto. CARRIER shall provide INDEPENDENT CONTRACTOR written itemization and documentation of all charge backs prior to making such charge backs.

13. **COMMUNICATION EQUIPMENT.** Due to requirements of CARRIER's customers, INDEPENDENT CONTRACTOR may be required to utilize a smartphone application ("app"), cellular phone, Global Positioning System, scanner and/or other mobile communications device compatible with CARRIER's existing systems. INDEPENDENT CONTRACTOR may provide its own mobile communication device(s) and elect to obtain user license(s) for smartphone app(s) as evidenced by INDEPENDENT CONTRACTOR's elections on Appendix C, INDEPENDENT CONTRACTOR agrees CARRIER may contact INDEPENDENT CONTRACTOR and/or its drivers by telephone or text message using the phone numbers INDEPENDENT CONTRACTOR provides under this Agreement. If CARRIER has communications devices available for rent, INDEPENDENT CONTRACTOR shall have the option of renting such equipment from CARRIER. If INDEPENDENT CONTRACTOR elects to rent such equipment from CARRIER, as evidenced by INDEPENDENT CONTRACTOR's elections on Appendix C, CARRIER shall furnish to INDEPENDENT CONTRACTOR any

selected communication equipment. Such equipment shall remain in the Equipment until the expiration or earlier termination of the Agreement. Upon termination of this Agreement, INDEPENDENT CONTRACTOR shall deliver any such rented equipment to CARRIER or to such person as may be designated by CARRIER. CARRIER shall have no liability or responsibility to INDEPENDENT CONTRACTOR for any damage or reduction in value to the Equipment arising out of, or in any way relating to, the installation or use of such equipment. INDEPENDENT CONTRACTOR shall be liable to CARRIER for any damage to or destruction of such rented equipment or related accessories caused by the negligence or willful misconduct of INDEPENDENT CONTRACTOR or any other person operating the Equipment on behalf of INDEPENDENT CONTRACTOR.

14. **UNIFORMS.** As part of the performance of its responsibilities under this Agreement, INDEPENDENT CONTRACTOR will be required to access facilities of both CARRIER and its customers as well as facilities and/or private residences of the customers of CARRIER's customers. In order to obtain access to the facilities and to better ensure the security of the facilities, INDEPENDENT CONTRACTOR will be required to wear a uniform consisting of a) shirt and/or vest bearing the logo of CARRIER and identifying INDEPENDENT CONTRACTOR as leased to CARRIER, and b) CARRIER-issued photo identification badge with INDEPENDENT CONTRACTOR name and CARRIER logo. INDEPENDENT CONTRACTOR may, by initialing Appendix A, or elsewhere in this Agreement or any addendum thereto, elect to purchase uniforms from CARRIER.

15. **NON-DISCLOSURE COVENANT.** As a result of providing services under this Agreement, INDEPENDENT CONTRACTOR will have access to, and will become familiar with, various trade secrets, know how and information relating to CARRIER's business, forms, customers, 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 proprietary and confidential information of CARRIER ("Confidential Information"), including, but not limited to, customer names or lists, pricing structures, customer order or preference information, financial information, training manuals, operating manuals and sales and service techniques, in addition to any confidential third party information entrusted to CARRIER under a duty of confidentiality to the provider of such third party information; provided, however, that "Confidential Information" shall not include any information that is generally known by the public, or which has been disclosed to the public by CARRIER or by a person other than INDEPENDENT CONTRACTOR with CARRIER's authorization. INDEPENDENT CONTRACTOR acknowledges that CARRIER's business requires strict confidentiality and secrecy in connection with its practices, procedures, and methods of operation, including confidentiality regarding third party information entrusted to CARRIER for delivery. INDEPENDENT CONTRACTOR acknowledges information of this nature is confidential and is entitled to protection from disclosure by CARRIER. During the term of this Agreement and for eighteen (18) months after this Agreement terminates, except as reasonably necessary to perform his or her duties and responsibilities as a contractor for CARRIER, INDEPENDENT CONTRACTOR shall not use this Confidential Information for any purpose or divulge this information to any person or entity other than CARRIER unless this information already has become generally known to the public (except to the extent that such information has become generally known to the public by means of INDEPENDENT CONTRACTOR's breach of this Agreement) or unless INDEPENDENT CONTRACTOR is compelled to disclose the information by governmental process. Notwithstanding and without negating this protection of Confidential Information in general, to the extent that the law applicable to INDEPENDENT CONTRACTOR's services hereunder protects "trade secrets" as defined by such laws for a period longer than eighteen (18) months after this Agreement terminates, then INDEPENDENT CONTRACTOR's obligations not to use or disclose "trade secrets" in this subsection shall continue for the longer of eighteen (18) months after this Agreement terminates or for the time provided by such laws. Similarly, as to information entrusted to CARRIER by a patient or protected entity which is subject to protection under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), INDEPENDENT CONTRACTOR shall not use or disclose such HIPAA information unless authorized to do so in writing by the providing patient or entity covered under HIPAA. INDEPENDENT CONTRACTOR agrees to provide the CARRIER with written notice of any request or demand by or involving a court or investigative agency for disclosure of Confidential Information within five (5) business days of receipt, in order to allow the CARRIER to take any action required to protect its Confidential Information. INDEPENDENT CONTRACTOR agrees that CARRIER will be irreparably damaged in the event of any breach of this provision by INDEPENDENT CONTRACTOR. Accordingly, in addition to any other legal or equitable remedies that may be available to CARRIER, INDEPENDENT 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 INDEPENDENT CONTRACTOR to enforce this confidentiality provision. CARRIER shall not be required to post any bond or other security and shall not be required to demonstrate any actual injury or damage to obtain injunctive relief from the courts. Nothing hereunder shall be construed as prohibiting CARRIER from pursuing any remedies available to CARRIER at law or in equity for such breach, including the recovery of monetary damages from INDEPENDENT CONTRACTOR.

16. **PASSENGER AUTHORIZATION.** As required by 49 C.F.R. § 392.60, INDEPENDENT CONTRACTOR shall not allow any passengers to ride in the Equipment unless authorized in writing by CARRIER as required by law. Before passenger authorization will be given by CARRIER, INDEPENDENT CONTRACTOR (or its driver) and the passenger requesting authorization shall submit a fully executed Passenger Authorization and Release of Liability form to CARRIER for prior approval.

17. **LOADING AND UNLOADING.** In the event the shipper or consignee does not assume loading and unloading responsibilities, INDEPENDENT CONTRACTOR shall be responsible for the loading or unloading of property transported on behalf of CARRIER at INDEPENDENT CONTRACTOR's expense unless otherwise specified in Appendix A.

18. **NON-WAIVER.** The failure or refusal of either party to insist upon the strict performance of any provision of this Agreement, or to exercise any right in any one or more instances or circumstances shall not be construed as a waiver or relinquishment of such provision or right, nor shall such failure or refusal be deemed a customary practice contrary to such provision or right.

19. **SEVERABILITY.** If any Agreement or its appendices is deemed invalid for any reason whatsoever, the Agreement shall be void only as to such provision, and this Agreement shall remain otherwise binding between the parties. Any provision voided by operation of the foregoing shall be replaced with provisions which shall be as close as the parties' original intent as permitted under applicable law.

20. **BENEFIT.** This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors.

21. **NOTICE.** All notice provisions of this Agreement shall be in writing delivered personally, by postage prepaid, first class mail, or by facsimile machine to the addresses or fax number shown at the end of this Agreement.

22. **COMPLETE AGREEMENT.** This Agreement, including any Appendices attached, constitutes the sole, entire, and existing agreement between the parties herein, and supersedes all prior agreements and undertakings, oral and written, expressed or implied, or practices, between the parties, and expresses all obligations and restrictions imposed on each of the respective parties during its term, except those specifically modified or changed by mutual written agreement between CARRIER and INDEPENDENT CONTRACTOR. This Agreement shall be deemed to have been drawn in accordance with the statutes and laws of the State of Georgia and in the event of any disagreement or litigation, the laws of the State of Georgia shall apply and any action (other than an injunctive action initiated by CARRIER seeking temporary or preliminary injunctive relief) must be brought in the state courts of Cobb County, Georgia, or the United States District Court for the Northern District of Georgia, Atlanta Division. The Parties agree that any photocopies, fax copies, scanned copies or other reproductions of this Agreement shall be treated as originals.

IN WITNESS WHEREOF, CARRIER and INDEPENDENT CONTRACTOR do hereby sign this Agreement on this _____ day of _____, 20____, the effective date of this Agreement.

CARRIER

(name/contact info redacted)

By: _____

Title: _____

INDEPENDENT CONTRACTOR

(Print Name or Business Name)

By: _____
(Signature)

(Title if Corporation, Partnership, etc.)

(CONTRACTOR address)

(City, State, Zip)

(Telephone number)

(Email address or fax number)

(Social Security Number or FEIN)

RECEIPT FOR AVAILABILITY OF CONTRACTED VEHICLE(S)

Contracted from INDEPENDENT CONTRACTOR

the vehicle or vehicles described in this Agreement.

Equipment inspected at _____

On _____, 20 ____ at ____:____ M.

By _____
(CARRIER Representative Signature)

RECEIPT FOR RELEASE OF CONTRACTED VEHICLE(S)

Received from
CARRIER _____

the vehicles or vehicles described in this Agreement in good order.

Equipment inspected at _____

On _____, 20 ____ at ____:____ M.

Contractor Name or Business Name _____

By _____
(INDEPENDENT CONTRACTOR Representative Signature)