



CARRIER AGREEMENT CONTRACT

This Agreement is entered into this day by and between Dash Auto Logistics, LLC ("Dash"), a Registered Property Broker, Lic. No. MC-887125, and company listed below, a Registered Motor Carrier. ("CARRIER"); collectively, the "Parties". ("Registered" means operated under authority issued by the Federal Motor Carrier Safety Administration (or its predecessors) within the U.S. Department of Transportation.) This agreement shall remain on file and binding, within the year entered.

1. CARRIER REPRESENTS AND WARRANTS THAT IT:

- A. Is a Registered Motor Carrier of Property authorized to provide transportation of property under contracts with shippers and receivers and/or brokers of general commodities.
- B. Shall transport the property, under its own operating authority and subject to the terms of this Agreement.
- C. Makes the representations herein for the purpose of inducing DASH to enter into this Agreement.
- D. Agrees that a Shipper's insertion of DASH's name as the carrier on a bill of lading is erroneous, shall be corrected by CARRIER, and if not corrected, shall be for the Shipper's convenience only and shall not change DASH's status as a property broker nor CARRIER's status as a motor carrier.
- E. Will not re-broker, co-broker, subcontract, assign, interline, or transfer the transportation of shipments hereunder to any other persons or entity conducting business under a different operating authority, without prior written consent of DASH. If CARRIER breaches this provision, DASH shall have the right of retention all payments it owes CARRIER. Upon DASH's retainment of payment, CARRIER shall not be released from any liability to DASH under this Agreement. In addition to the indemnity obligation in Par 1.H, CARRIER will be liable for consequential damages for violation of this provision.
- F. (i) Is in, and shall maintain compliance during the term of this Agreement, with all applicable federal, state, Canadian federal, provincial and local laws relating to the provision of its services including, but not limited to: transportation of Hazardous Materials (including the licensing and training of Haz Mat qualified drivers), as defined in 49 C.F.R. §172.800, §173, and §397 et seq. to the extent that any shipments hereunder constitute Hazardous Materials; security regulations; owner/operator lease regulations; loading and securement of freight regulations; implementation and maintenance of driver safety regulations including, but not limited to, hiring, controlled substances and alcohol testing, and hours of service regulations; sanitation, temperature, and contamination requirements for transporting food, perishable, and other products, qualification and licensing and training of drivers; implementation and maintenance of equipment safety regulations; maintenance and control of the means and method of transportation including, but not limited to, performance of its drivers; all applicable insurance laws and regulations including but not limited to workers' compensation. (ii) Is solely responsible for all management, governing, discipline, direction and control of its employees, owner/operators, and equipment with respect to operating within all applicable federal and state legal and regulatory requirements to ensure the safe operation of CARRIERS vehicles, drivers, and facilities. CARRIER and DASH agree that safe and legal operation of the CARRIER and its drivers shall completely and without question govern and supersede any service requests, demands, preferences, instructions, information from DASH or DASH's customer(s) with respect to any shipment at any time.
- G. CARRIER will notify DASH immediately in writing if its federal Operating Authority is revoked, suspended, or rendered inactive for any reason; and/or if it is sold, or if there is a change in control of ownership, and/or any insurance required hereunder is threatened to be or is terminated, cancelled, suspended, or revoked for any reason.
- H. (i) CARRIER shall defend, indemnify, and hold DASH and its shipper customer harmless from any claims, actions, or damages, arising out of its performance under this Agreement, including cargo loss and damage,

theft, delay, damage to property, and personal injury or death. Neither Party shall be liable to the other for any claims, actions, or damages due to the negligence or intentional act of the other Party, or the shipper. The obligation to defend shall include all costs of defense as they accrue.

I. Does not have an "Unsatisfactory" safety rating issued by the Federal Motor Carrier Safety Administration (FMCSA), U.S. Department of Transportation, and will notify DASH in writing immediately if its safety rating is changed to "Unsatisfactory" or "Conditional".

J. Authorizes DASH to invoice CARRIER's freight charges to shipper, consignee, or third parties responsible for payment.

K. Has investigated, monitors, and agrees to conduct business hereunder based on the creditworthiness of DASH and is granting DASH credit terms accordingly.

L. Will commingle commodities only in accordance with DOT regulations.

M. To the extent that any shipments subject to this Agreement are transported within the State of California on refrigerated equipment, CARRIER shall only utilize equipment which is in full compliance with the California Air Resources Board (ARB) TRU ACTM in-use regulations. CARRIER shall indemnify DASH from any penalties, costs, or any other liability, imposed on DASH and/or its shipper customer because of CARRIER's use of non-compliant equipment and/or not providing its dispatched driver with the appropriate DASH contact information as required by the State of California.

N. Understands it may transport temperature-controlled goods and represents and that when such loads are accepted, CARRIER is experienced in transporting temperature-controlled products and understands that delivery time requirements and temperature specifications are critical.

O. Shall provide DASH with immediate notice of any alleged or actual circumstances that may have caused, contributed to, or resulted in rejection by the consignee or freight damage or loss. Notice shall be provided by telephone and/or email.

P. Shall comply with shipper seal requirements communicated to CARRIER on any rate agreement, load tender, bill of lading, or otherwise.

2. DASH RESPONSIBILITIES:

A. SHIPMENTS, BILLING & RATES: DASH shall inform CARRIER of (i) place of origin and destination of all shipments; and (ii) if applicable, any special shipping and handling instructions, special equipment requirements, or value of shipments more than the amount specified in Par. 3C(vi) below, of which DASH has been timely notified.

B. DASH agrees to conduct all billing services to shippers, consignees, or other parties responsible for payment. CARRIER shall invoice DASH for its (CARRIER's) charges, as mutually agreed in writing, by fax, or by electronic means, contained in DASH's Load tender incorporated herein by this reference. Additional rates for truckload or LTL shipments, or modifications or amendments of the above rates, or additional rates, may be established to meet changing market conditions, shipper requirements, DASH requirements, and/or specific shipping schedules as mutually agreed upon, and shall be confirmed in writing (or by fax or email) by both Parties. Any such additional, modified, or amended rates, changes in rates shall automatically be incorporated herein by this reference.

C. RATES: Additionally, any rates which may be verbally agreed upon, shall be deemed confirmed in writing where CARRIER has billed the agreed rate and DASH has paid it. All written confirmations of rates, including confirmations by billing and payment, shall be incorporated herein in this reference. Rates or charges, including but not limited to stop-offs, detention, loading or unloading, fuel surcharges, or other accessorial charges, tariff rates, released rates or values, or tariff rules or circulars, shall only be valid when their terms are specifically agreed to in a writing signed by both Parties.

D. PAYMENT: The Parties agree that DASH is the sole party responsible for payment of CARRIER's charges. Failure of DASH to collect payment from its customer shall not exonerate DASH of its obligation to pay CARRIER. DASH agrees to pay CARRIER's undisputed invoice within thirty (30) days of receipt of a legible copy of the bill of lading or proof of delivery, provided CARRIER is not in default under the terms of this Agreement. CARRIER shall not seek payment from shipper if shipper can provide payment to DASH. DASH may offset claims against CARRIER's invoices.

E. BOND: DASH shall maintain a surety bond /trust fund as agreed to in the amount of \$75,000 and on file with the Federal Motor Carrier Safety Administration (FMCSA) in the form and amount not less than that required by that agency's regulations.

F. DASH's responsibility is limited to arranging for, but not actually performing, transportation of a shipper's freight.

3. CARRIER RESPONSIBILITIES:

A. CARRIER agrees that all shipments will be transported and delivered as agreed to on the DASH Load tender.

B. EQUIPMENT: Subject to its representations and warranties in Paragraph 1 above, CARRIER agrees to provide the necessary equipment and qualified personnel for completion of the transportation services required for DASH and/or its customers. CARRIER will not supply equipment that has been used to transport hazardous wastes, solid or liquid, regardless of whether they meet the definition in 40 C.F.R. §261.1 et. seq. When transporting temperature-controlled goods, CARRIER will furnish equipment which is sanitary, and free of any contaminations, suitable for the commodity being transported, and which will not cause in whole or in part adulteration of the commodity as defined in 21 U.S.C. § 342.

C. BILLS OF LADING: CARRIER shall sign a bill of lading, produced by DASH or CARRIER in compliance with 49 C.F.R. §373.101 (and any amendments thereto), for the property it receives for transportation under this Agreement, and CARRIER shall clearly identify itself as the CARRIER on the bill of lading. Unless otherwise agreed in writing, CARRIER shall become fully responsible/liable for the freight when it takes/ receives possession thereof, and the trailer(s) is loaded, regardless of whether a bill of lading has been issued, and/or signed, and/or delivered to CARRIER, and which responsibility/liability shall continue until delivery of the shipment to the consignee and the consignee signs the bill of lading or delivery receipt. Any terms of the bill of lading (including but not limited to payment and credit terms, released rates, or released value) inconsistent with the terms of this Agreement shall be ineffective. Failure to issue a bill of lading or sign a bill of lading acknowledging receipt of the cargo by CARRIER, shall not affect the liability of CARRIER.

D. LOSS & DAMAGE CLAIMS: (i) CARRIER shall comply with 49 C.F.R. §370.1 et seq. and any amendments and/or any other applicable regulations adopted by the Federal Motor Carrier Safety Administration, U.S. Department of Transportation, or any applicable state regulatory agency, for processing all loss and damage claims and salvage and (ii) CARRIER's liability for any cargo damage, loss, or theft from any cause shall be determined under the Carmack Amendment, 49 U.S.C. §14706; and (iii) Special Damages: CARRIER's indemnification liability (Par 1.H) for freight loss and damage claims under this sub par C (ii) shall include legal fees which shall constitute special damages, the risk of which is expressly assumed by CARRIER, and which shall not be limited by any liability of CARRIER under Subp. (ii) above. (iv) Except as provided herein, neither Party shall be liable to the other for consequential damages without prior written notification of the risk of loss and its approximate financial amount, and agreement to assume such responsibility in writing. Loss or damages arising out of delayed delivery, failed delivery, or failure to maintain required temperatures of temperature controlled shipments shall not constitute consequential damages but fall within the categories of damages covered by the Indemnity provisions found in Paragraph 1 and elsewhere herein. (v) Notwithstanding the terms of 49 CFR 370.9, DASH, acting as a facilitator for DASH's customer, will submit freight loss and damage claims in compliance with 49 CFR 370.1 et seq. to CARRIER within 12 months of delivery date or scheduled delivery, whichever is later. CARRIER shall pay, decline, or make a settlement offer in writing on all cargo loss or damage claims within 30 days of receipt of the claim. Failure of CARRIER to pay, decline or offer settlement within this 30-day period shall be deemed admission by CARRIER of full liability for the amount claimed and a material breach of this agreement. CARRIER shall not sell, auction, or otherwise salvage or dispose of any allegedly damaged or compromised shipment without the prior written consent of DASH or the shipper. (vi) CARRIER's liability for cargo damage, loss, or theft from any cause for any one shipment, under Subp. ii above, shall not exceed \$400,000 unless CARRIER is notified by DASH or Shipper of the increased value prior to shipment pick up. (vii) In the event and to the extent that CARRIER'S sole negligence or failure to perform in conformity with the requirements of this Agreement (1) would result in a line shutdown for one or more of DASH'S customers or the Original Equipment Manufacturer, CARRIER shall be responsible for costs of expedited freight charges and similar costs necessary to try to avoid or minimize a shutdown, and (2) if a

plant or line shutdown at one of DASH's customers or the Original Equipment Manufacturer occurs, CARRIER shall be liable to DASH for any and all actual expenses, losses or penalty in fact paid by DASH to its customer for the shutdown, up to \$10,000 per fifteen minutes of shutdown, with a maximum of \$100,000 per occurrence

E. INSURANCE: CARRIER shall furnish DASH with Certificate(s) of Insurance, or insurance policies providing thirty (30) days advance written notice of cancellation or termination, and unless otherwise agreed, subject to the following types and levels of protection: i. Workers Compensation and Employer's liability affording (1) Protection under the workman's Compensation law of the State in which the work is to be performed or containing an all-state endorsement and (2) Employer's Liability protection subject to a limit of not less than \$100,000. ii. Comprehensive Automobile Liability Insurance, with a combined single limit of \$1,000,000 per Occurrence (\$5,000,000 per Occurrence if transporting hazardous materials including environmental damages

due to release or discharge of hazardous substances) and including coverage for remediation and clean-up costs. iii. Comprehensive General Liability Insurance (including hired and non-owned vehicles) in amounts not less than: Bodily injury: \$1,000,000 per occurrence; \$2,000,000 annual aggregate. Property damage: \$1,000,000 per occurrence; \$2,000,000 annual aggregate. The insurance shall include:

1. Coverage for the liability assumed by the carrier under this agreement.

2. Coverage for damage to property of others in the care, custody, or control of the carrier iv. Motor Truck "all-risk" Cargo insurance covering all property under the care, custody, or control of the Carrier against all risks of physical loss or damage in the amount not less than \$350,000, along with a cargo deductible of \$2,500.00 or less. For any one loss at any one time. Except for the higher coverage limits which may be specified above, the insurance policies shall comply with minimum requirements of the Federal Motor Carrier Safety Administration and any other applicable regulatory state agency. Nothing in this Agreement shall be construed to avoid or limit CARRIER's liability due to any exclusion or deductible in any insurance policy. Carrier shall send all certificates of Insurance to: Grupo Dash Auto Logistics, 52437 Trailwood Dr, South Lyon, MI 48178 Attn: Carrier

Carrier

Management Tel: (248) 633-8960 Fax: 888-612-8921.

3. All insurance required by this Agreement must be written by an insurance company having a Best's rating of "B+" VII or better and must be authorized to do business under the laws of the state(s) or province(s) in which Carrier provides the transportation and related services as specified in load confirmation communications received from Broker.

F. ASSIGNMENT OF RIGHTS: CARRIER automatically assigns to DASH all its rights to collect freight charges from Shipper or any responsible third party on receipt of payment of its freight charges from DASH.

G. CARRIER assumes full responsibility and liability for payment of the following items: All applicable federal, state, and local payroll taxes, taxes for unemployment insurance, old age pensions, workers' compensation, social security, with respect to persons engaged in the performance of its transportation services hereunder. DASH shall not be liable for any of the payroll-related tax obligations specified above and CARRIER shall indemnify, defend, and hold DASH harmless from any claim or liability imposed or asserted against DASH for any such obligations.

4. MISCELLANEOUS:

A. INDEPENDENT CONTRACTOR: It is understood and agreed that the relationship between DASH and CARRIER is that of an independent contractor. None of the terms of this Agreement, or any act or omission of either Party shall be construed for any purpose to express or imply a joint venture, partnership, principal/agent, fiduciary, employer/employee relationship between the Parties. CARRIER shall provide the sole supervision and shall have exclusive control over the operations of its employees, contractors, subcontractors, agents, as well as all vehicles and equipment used to perform its transportation services hereunder. DASH has no right to discipline or direct the performance of any driver and/or employees, contractors, subcontractors, or agents of CARRIER. CARRIER represents and agrees that at no time and for no purpose shall it represent to any party that it is anything other than an independent contractor in its relationship to DASH.

B. NON-EXCLUSIVE AGREEMENT: CARRIER and DASH acknowledge and agree that this contract does not bind the respective Parties to exclusive services to each other. Either party may enter into similar agreements with other carriers, brokers, or freight forwarders.

C. WAIVER OF PROVISIONS: (i) Failure of either Party to enforce a breach or waiver of any provision or term of this Agreement shall not be deemed to constitute a waiver of any subsequent failure or breach and shall not affect or limit the right of either Party to thereafter enforce such a term or provision. (ii) This Agreement is for specified services pursuant to 49 U.S.C. §14101(b). To the extent that terms and conditions herein are inconsistent with Part (b), Subtitle IV, of Title 49 U.S.C. (ICC Termination Act of 1995), the Parties expressly waive any or all rights and remedies they may have under the Act.

D. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without giving effect to the principles of conflicts of laws thereof. The parties agree that in the event a dispute arises between them, that their exclusive remedy shall be to submit the dispute to the American Arbitration Association located in Southfield, Michigan, for binding arbitration before a single arbitrator. The parties shall share equally in the expenses of the arbitration (but shall bear their own attorney fees and costs), and a judgment of any circuit court may be rendered upon the arbitration award.

E. NO BACK SOLICITATION: (i) Unless otherwise agreed in writing, CARRIER shall not solicit freight shipments (or accept shipments) for a period of 24 month(s) following termination of this agreement for any reason, from any shipper, consignor, consignee, or other customer of DASH, first introduced to CARRIER by DASH, or through the performance of this Agreement. (ii) In the event of breach of this provision, DASH shall be entitled, for a period of 24 months following delivery of the last shipment transported by CARRIER under this Agreement, to a commission of Fifteen percent (35%) of the gross transportation revenue (as evidenced by freight bills) received by CARRIER for the transportation of said freight as liquidated damages. Additionally, DASH may seek injunctive relief, and, in the event, it is successful, CARRIER shall be liable for all costs and expenses incurred by DASH, including, but not limited to, reasonable attorney's fees.

F. CONFIDENTIALITY: (i) In addition to Confidential Information protected by law, statutory or otherwise, the Parties agree that all of their financial information and that of their customers, including but not limited to freight and brokerage rates, amounts received for brokerage services, amounts of freight charges collected, freight volume requirements, as well as personal customer information, customer shipping or other logistics requirements shared or learned between the Parties and their customers, shall be treated as Confidential, and shall not be disclosed or used for any reason without prior written consent. (ii) In the event of violation of this Confidentiality paragraph, the Parties agree that the remedy at law, including monetary damages, may be inadequate and that the Parties shall be entitled, in addition to any other remedy they may have, to an injunction restraining the violating Party from further violation of this Agreement in which case the prevailing Party shall be liable for all costs and expenses incurred, including but not limited to reasonable attorney's fees.

G. The limitations of liability for cargo loss and damage as well as other liabilities, arising out of the transportation of shipments, which originate outside the United States of America, may be subject to the laws of the country of origination.

H. MODIFICATION OF AGREEMENT: This Agreement and Exhibit A et. seq. attached may not be amended, except by mutual written agreement, or the procedures set forth above (Pars 2.B and 2.C).

I. NOTICES: (i) All notices provided or required by this Agreement, shall be made in writing, and delivered, return receipt requested, to the addresses shown herein with postage prepaid; or by confirmed (electronically acknowledged on paper) fax, or by email with electronic receipt. (ii) The Parties shall promptly notify each other of any claim that is asserted against either of them by anyone arising out of the Parties performance of this Agreement. (iii) Notices sent as required hereunder, to the addresses shown in this Agreement shall be deemed sent to the correct address, unless the Parties are notified in writing of any changes in address.

J. CONTRACT TERM: The term of this Agreement shall be one year from the date hereof and thereafter it shall automatically be renewed for successive one (1) year periods, unless terminated, upon thirty (30) day's prior written notice, with or without cause, by either Party at any time, including the initial term. In the event of termination of this Agreement for any reason, the Parties shall be obligated to complete performance of any work in progress in accordance with the terms of this Agreement.

K. SEVERANCE: SURVIVAL: In the event any of the terms of this Agreement are determined to be invalid or unenforceable, no other terms shall be affected, and the unaffected terms shall remain valid and enforceable as written. The representations, rights and obligations of the parties hereunder shall survive termination of this Agreement for any reason.

L. COUNTERPARTS: This Agreement may be executed in any number of counterparts, each of which shall be deemed to be a duplicate original hereof.

M. FAX CONSENT: The Parties to this Agreement are authorized to fax to each other the numbers shown herein, (or otherwise modified in writing from time to time) shipment availabilities, equipment and rate promotions, or any advertisements for new services.

N. FORCE MAJEURE. In the event that either Party is prevented from performing its obligations under this Agreement because of an occurrence beyond its control and arising without its fault or negligence, including without limitation, war, riots, rebellion, acts of God, acts of lawful authorities, fire, strikes, lockouts or other labor disputes, such failures to perform (except for any payments due hereunder) shall be excused for the duration of such occurrence. Economic hardships, including, but not limited to, recession and depression, shall not constitute Force Majeure events.

O. ENTIRE AGREEMENT: Unless otherwise agreed in writing, this Agreement contains the entire understanding of the Parties and supersedes all verbal or written prior agreements, arrangements, and understandings of the Parties relating to the subject matter stated herein. The Parties further intend that this Agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence may be introduced to reform this Agreement in any judicial or arbitration proceeding involving this Agreement.

P. AUTHORIZED PARTIES: Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized, and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms. IN WITNESS WHEREOF, we have signed this Agreement the date and year first shown above. Grupo DASH, LLC (DASH) (CARRIER) Authorized Signature Authorized Signature

James Fiorini Printed Name Printed Name Vice President Title Company Address: 52437 Trailwood Dr, South Lyon, MI 48178; (248) 633-8960 Phone: Fax: (888) 612-8921 E-Mail: COI@dashdelivers.net Any signed and accepted load tender will be considered part of this agreement.

5. Terms of contract

Thank you for agreeing to partner with DASH Auto Logistics LLC. By completing/signing this dispatch sheet you agree to the terms listed below.

UNDERSTAND AND RESPECT THAT DASH AUTO LOGISTICS IS HIRING AND PAYING YOU. WE ARE THE CUSTOMER. NOT THE PICKUP LOCATION AND NOT THE DELIVERY LOCATION. ANY CHANGES, DELAYS, DAMAGES, OR ISSUES TO THIS AGREEMENT MUST GO THROUGH THE DASH DISPATCHER. NOT THE PICKUP OR DELVIERY CONTACT.

Please read carefully and contact us should you have questions.

* LOAD TRACKING IS MANDATORY. THIS MEANS THAT DRIVERS ARE RESPONSIBLE TO ENABLE WHILE IN POSSESSION OF ANY LOAD ASSIGNED BY DASH. FAILURE TO DO SO MAY RESULT IN A RATE DEDUCTION AT THE SOLE DISCRETION OF THE DASH.

* COD IS NEVER ALLOWED. ALL PAYMENTS ARE TO BE MADE VIA ACH ONCE PAPERWORK IS RECEIVED. SEE BELOW FOR INSTRUCTIONS.

* BE SURE TO MARK ALL LOADS AS DELIVERED. THIS WILL ALLOW OUR ACCOUNTS PAYABLE DEPARTMENT TO PROCESS PAYMENT EFFICIENTLY.

* BOLs ARE REQUIRED TO HAVE FULL VIN NUMBERS AND SIGNATURES FROM PICK UP AND DROP OFF.

* DO NOT PUT THE CARRIER RATE ON YOUR INSPECTION / BOL FORM.

* DRIVERS ARE NEVER ALLOWED TO COLLECT COD PAYMENTS. PAYMENT IS ALWAYS PROCESSED BY DASH.

FOR PROCESSING OF YOUR PAYMENT: Email BOL and INCLUDE A VOIDED CHECK if not previously done, matching the contracted name on Super or Central/Super Dispatch to AP@DASHAUTOLOGISTICS.COM OR FAX TO 888-612-8921. For ALL AMAZON MOVES ONLY, use the following BOL / CHECKLIST:

https://drive.google.com/file/d/1B5zfgOzzkU1bgdpQOF3hH7KC5pOQFZw_/view?usp=sharing

For payment questions, call 248-600-8919. IT IS THE CARRIER'S RESPONSIBILITY TO MAKE SURE ALL bank information is provided accurately and in the name listed on Central/Super dispatch.

1. Should any situation arise during pickup or delivery or in route, do not call the origin or destination. YOU MUST CONTACT the listed contact for the order ID immediately.
2. Damages - The driver MUST call DASH immediately if any damages or issues are found during pickup, delivery, and in route. Both body damage, glass damage, interior damage or obvious mechanical issues. Mechanical issues could be but are not limited to missing or loud exhaust, transmission issues, or dead batteries. The Driver MUST list all damages in detail on the BOL upon pick up and or drop off and take photographs.

In the event of any damage, Dash will open a detailed investigation. Payments on current and previous loads to the carrier will be retained until the thorough Investigation is completed and the claim is closed, at the discretion of Dash Auto Logistics. If an insurance claim is filed, the carrier agrees to cooperate with the issuing insurance companies' request for information. Payments on damages may be paid only via insurance or direct payment to DASH. You may pay with a credit card, cash app, Venmo, Zelle or check. Carrier is not to work directly with any client. Any damages found to be the carrier's fault will be charged a \$200.00 admin/processing fee to handle the claim. The carrier will be responsible for transport costs if the unit requires estimates from a body shop.

3. Amazon loads - You will need to print one Checklist for each vehicle, which is needed for payment. Failure to complete checklist correctly with Printed Name and Signature from delivery can result in a minimum deduction of \$100 per unit. We do not pick up any units that have damage or do not follow the checklist. If the checklist does not check off completely due to damage or any other issues call me right away. Failure to follow these instructions will result in your company taking financial responsibility for any and all repair costs, regardless of who is at fault. Please fill out the checklist and call the dispatcher with an issue before loading. Rivian vans should be in nearly perfect condition from the Plant or Storage. DSP INSTRUCTIONS: Please follow the steps below to ensure perfect delivery to Amazon DSP's/Hubs.

- 3.1. Confirm the VIN Number to the name of the Amazon DSP. This information will be provided on Central/Super Dispatch. Each load can be a different DSP at the same address. Deliveries must be made to the correct DSP; failure to do so will result in nonpayment or deductions.

- 3.2. Our customer service team has already contacted the DSP ahead of time to confirm hours or receive additional information/phone numbers. One contact must be called ahead of time to confirm the van you have and your ETA for delivery. This allows the correct person to be onsite to inspect and receive the van. This is also the best time to ask where to unload in the lot, as they have designated spots in the yard.

- 3.3. Once on site with the correct DSP you will give them time to inspect the van and sign your checklist.

- 3.4. Once delivered please update Central/Super dispatch and send checklist/BOL to ap@dashautologistics.com

- 3.4. Carrier agrees that loads accepted must be compliant with DOT licensing on your truck(s). DO NOT accept an INTERSTATE load if you are an INTRASTATE CARRIER. Dash holds the right to withhold funds if the

load is illegally hauled. It is the responsibility of the carrier/driver to only take loads you are regulated and licensed to haul.

3.5. Carrier agrees that all loads will be in conjunction with Federal and State guidelines for weight, length and overhang. Carrier also agrees to have a carrier agreement in place with all drivers that move for your company. Drivers must be listed on your insurance policy as well.

3.6. Night drops are only permitted after approval from Dash representative. All after-hour deliveries are subject to inspection. Keys must remain on delivery premises in the drop box. Drivers are never allowed to retain keys in personal possession.

3.7. Every BOL (Bill of Lading) must contain the ENTIRE 17-DIGIT VIN Number CLEARLY Printed. NEVER take any vehicles (VINs) NOT listed within your original BOL or leave any vehicles (VINs) without direction and PRIOR approval by our office. The driver must submit 2 separate BOLs, 1 BOL reflecting preloading inspection of the vehicle upon pick up with verification signature, printed name from origin, photographs of all 4 sides & one of the tops BEFORE THE UNIT(S) ARE LOADED. The same instructions apply for delivery. Non-compliance to any of the above listed may result in non-payment at the discretion of Dash Auto Logistics.

3.8. Insurance - Carrier also agrees to adhere to the governing rules and laws in regard to the insurance policy/terms and conditions you hold. Additionally, carriers must turn over valid insurance for all accepted loads before any payment may be made by Dash Auto.

3.9. Failure to deliver as agreed upon at the time of booking confirmation WITHOUT your driver or dispatcher communicating any delays to our office will result in reduction in or non-payment. In addition, Failure to deliver vehicles ON TIME for all time sensitive transports (guaranteed pickups and deliveries) will result in reduction to or non-payment. Details of all time sensitive transport will be discussed between DASH and carrier prior to order assignment.

3.10. No illegal cargo is permitted in ANY vehicles transported by DASH Auto Logistics or PB&J Transport.

3.11. Photographs are only to be used for the Bill of Lading. Sharing photographs with the public on any forum, not limited to advertising and social media is strongly prohibited and will result in non-payment at the discretion of Dash Auto Logistics.

3.12. Drivers (Carriers) must call 24 HOURS in advance to verify vehicle(s) are ready to pick up and again 2 HOURS prior to pick up. If vehicle(s) are NOT Loaded or present at time of pickup" A DRY RUN FEE will be at the SOLE DISCRETION of DASH AUTO. Additionally, a DRY RUN FEE will typically be between \$50 - \$150 and again at the SOLE DISCRETION of DASH AUTO.

3.13. Constant/effective communication MUST happen between the driver/dispatch team and DASH Auto Logistics LLC to ensure successful transport. Failure to provide updates may result in a reduction of rate at the sole discretion of Dash Auto Logistics.

3.14. Shall carrier owe Dash Auto Logistics past due amounts in arrears, or previous damage claims or current damages, Dash holds the right to withhold payment to carrier on any loads assigned in efforts to offset debt at the sole discretion of Dash.

3.15. Double Brokering is not permitted. Carrier agrees to hold any and all responsibility to assigned load.

3.16. NO Factoring Company will be paid by DASH AUTO. NO exceptions. This contract is between Dash Auto and the Carrier listed on this contract ONLY.

3.17. NO BACK SOLICITATION: Unless otherwise agreed in writing, CARRIER shall not solicit freight shipments (or accept shipments) for a period of 24 month(s) following termination of this agreement for any reason, from any shipper, consignor, consignee, or other customer of DASH, first introduced to CARRIER by DASH, or through the performance of this Agreement. In the event of breach of this provision, DASH shall be entitled, for a period of 24 months following delivery of the last shipment transported by CARRIER under this Agreement, to a commission of Thirty-five percent (35%) of the gross transportation revenue (as evidenced by freight bills) received by CARRIER for the transportation of said freight as liquidated damages. Additionally, DASH may seek injunctive relief, and, in the event, it is successful, CARRIER shall be liable for all costs and expenses incurred by DASH including, but not limited to, reasonable attorney's fees.

PAYMENT: ALL PAYMENTS WILL BE MADE BY ACH ONLY, AFTER RECEIVING THE BOL AND BANK INFORMATION. YOUR BOL WILL BE PROCESSED AND PAID OUT WITHIN 48 BUSINESS HOURS OF RECEIVING IT. THE PAYMENT WILL THEN TAKE ANOTHER 24-48 HOURS TO SHOW UP IN YOUR BANK ACCOUNT.

Effective October 10th, 2020, ALL CARRIERS by ACCEPTING any LOAD(s) from DASH AUTO LOGISTICS automatically accept the following FEE STRUCTURE:

\$ 100 - \$ 400 minus (\$10 ACH FEE off the Central/Super Dispatch Contract Rate per load or loads submitted at the same time)

\$ 401 - 1000 minus (\$15 ACH FEE off the Central/Super Dispatch Contract Rate per load or loads submitted at the same time)

\$ 1001 - \$ 3000 minus (2.0 percent) off the Central/Super Dispatch Contract Rate per load(s) submitted at the same time)

\$ 3001 - \$ 6000 minus (1.5 percent) off the Central/Super Dispatch Contract Rate per load(s) submitted at the same time)

Any load(s) Exceeding \$6000 and above will be charged 1.25 % for ACH Payment.

Additionally, All Carriers will be RESPONSIBLE to make sure once they are cleared to pay and contacted by DASH AUTO or DIRECT EXPRESS PAYMENT, their banking information is given correctly and payable to the BUSINESS Name listed on the Central/Super Dispatch contract ONLY!!!! Any inaccurate information given by the carrier resulting in return and nonpayment will result in an additional charge. NO EXCEPTIONS!!!! Any BOL and INVOICE for Payment NOT SUBMITTED by Carrier within 120 days of Delivery will be considered forfeited and NOT PAID by Dash Auto. Any Carrier not complying with their obligation under this Payment Agreement and unwilling to accept Payment by ACH Agreement may, at our discretion, be subject to a fee and processed within 15 days of having all paperwork submitted and Approved by Dash Auto by US mail and subject to any delay incurred from the US mail system. Carrier acknowledges that by accepting this order, you have read and agreed to the listed terms and conditions of the contract. Thank you for choosing DASH Auto Logistics and safe travels!

PERSONAL GUARANTEE

THIS AGREEMENT is entered into on this date by and between DASH AUTO LOGISTICS, LLC, (hereinafter as known as "DASH") and _____ (hereinafter as known as "CARRIER");

WHEREAS DASH is in the business of brokering the transportation of automobiles; and

WHEREAS CARRIER is desirous of doing business with DASH in the transportation of vehicles from their origin to their destination; and

WHEREAS CARRIER is insured but as a deductible of more than Two Thousand Five Hundred (\$2,500.00) Dollars; and

WHEREAS to insure that in the event of any damage for which CARRIER is responsible that CARRIER is able to pay foresaid damage in the event damages are in excess of their deductible; and

WHEREAS by this Agreement CARRIER agrees to guarantee, promise and commit to paying the portion of the damages that exceed their deductible or are not covered by insurance; and

NOW, THEREFORE, IT IS AGREED, that in consideration for doing business with DASH in the transportation of vehicles from their origin to destination, CARRIER here does guarantee, promise and commit to paying its deductible for any amount they are responsible for in the amount of in excess of their deductible or not covered by insurance; and

THE PARTIES AGREE that in the event of any dispute, jurisdiction shall be in Oakland County, State of Michigan in the appropriate venue be at District Court or Circuit Court and agree that should DASH prevail all actual attorney fees will be paid by CARRIER; and

THE PARTIES FURTHER AGREE that this Agreement shall be governed by the Laws of the State of Michigan.

IN WITNESS WHEREOF, CARRIER HAS SIGNED THIS AGREEMENT AND STATES THAT BY SIGNING HERETO, THE PARTY WHOSE SIGNATURE IS AFFIXED BELOW HAS THE AUTHORITY BIND THE COMPANY IN THIS GUARANTEE.

Carrier Legal Business Name: _____

Authorized Representative: (First and Last Name) _____

Title: Example: (Owner, Manager, Dispatcher) _____

DOT# _____ Or MC# _____

Signature: (First and Last Name) _____

Date: _____