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This AGREEMENT is entered into on the date specified via an online portal, MyCarrierPackets.com, evidenced by the Signed Agreement Affidavit between the carrier named on the Signed Agreement Affidavit (hereinafter referred to as "Carrier"), a for-hire motor carrier (i) registered with and operating under for-hire motor carrier authority Certificate or Permit No. MC specified via an online portal, MyCarrierPackets.com, evidenced by the Signed Agreement Affidavit and issued by the FMCSA or its predecessors, and/or (ii) registered with and operating under for-hire motor carrier registration or authority No specified via an online portal, MyCarrierPackets.com, evidenced by the Signed Agreement Affidavit issued by a state agency and PROFICIENT AUTO TRANSPORT, INC. (hereinafter referred to as "Broker"), a property transportation broker registered with and operating under property transportation broker license MC No. 502865 and DOT No. 1297747 issued by the U.S. Federal Motor Carrier Safety Administration (the "FMCSA") or its predecessor agencies within or outside the U.S. Department of Transportation ("U.S.DOT"). Broker AND Carrier shall be referred to collectively as the "Parties" and individually as a "Party".

This AGREEMENT is entered into on the date specified via an online portal, MyCarrierPackets.com, evidenced by the Signed Agreement Affidavit between the carrier named on the Signed Agreement Affidavit ("Carrier") and ("Broker").

Pay Terms and Conditions

By selecting the corresponding payment option via the online carrier portal, MyCarrierPackets, Carrier agrees to the following:

1. Standard 10 Day – No charge Company check will be mailed 10 business days after invoice and bills of laden are received
2. Quick Pay 5 Days – 5% Comcheck will be emailed 5 business days after invoice and bills of laden are received. Carrier choosing Quick Pay option understand there is a 5% service fee which will be deducted from posted rate.

Broker reserves the right to refuse any and all Quick Pay Program options to any Carrier.

By selecting Quick Pay via the carrier portal, MyCarrierPackets, Carrier authorizes Broker to deduct the applicable discount and fees from invoice.

Whereas Carrier is in the business of transporting motor vehicles; and
Whereas, Broker desires to establish an agreement with Carrier for the transport of certain new and used motor vehicles (new motor vehicles defined as never having the title or registration transferred from a manufacturer, distributor, or dealer to an ultimate customer) on motor vehicle carriers; and
NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein and in consideration of the premises and promises set forth herein, and for the other valuable consideration, receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

Broker Carrier AGREEMENT

1. Definitions.

(a) "Car Carriers" shall mean any vehicles and equipment owned or leased and operated by Carrier and used in its normal business operations capable of the transport of motor vehicles.

(b) "Vehicle" shall mean a motor vehicle (new or used) that Broker desires to be transported.

(c) "Value" shall mean the amount of loss resulting from loss, damage, or destruction of vehicles as determined for new or used vehicles by the

manufacturer, destination agent, dealership, or OEM in accordance with special valuations standards set forth herein and acknowledged by Carrier.

2. Term and Termination.

This agreement shall be on a "month to month" basis. Either party may terminate this Agreement without cause, at any time with thirty (30) days prior written notice to the other party, addressed to the persons/addresses in Section 13 of this agreement.

3. Duties of Carrier.

(a) Carrier represents and warrants it is duly and legally qualified to provide the transportation services contemplated herein and does not have an "Unsatisfactory" safety rating from the Federal Motor Carrier Safety Administration. Carrier agrees to comply with all federal, state, and local laws regarding the provisions of such services. Carrier is required to fully comply with all customer specific policies and to the extent not inconsistent with this Agreement, all terms, and conditions of the Standard Uniform Bill of Lading.

(b) Time is of essence. Carrier is required to fully comply with all Broker and Broker's customer specific shipping policies as indicated on carrier portal of website and as outlined in agreement below.

(c) Carrier will not solicit Broker's customers. Carrier will not solicit traffic from any shipper, consignor, consignee or customer of Broker where (1) the availability of such traffic became known to Carrier as a result of Broker's efforts, or (2) the traffic of the shipper, consignor, consignee or customers of broker was first tendered to Carrier by Broker. All communication to the Broker's customers

(Shippers) will be done solely by the Broker. Carrier is to communicate directly and only to the Broker. Traffic shall be defined as shipments of vehicles moving from specific origins to specific destinations for Broker's Customers. This covenant shall apply for the duration of the contract and 2 years thereafter.

(d) Broker shall issue a loading manifest/delivery receipt to Carrier for every shipment tendered. This document will contain, at a minimum (1) vehicle origin address (2) Consignee name and address, (3) unique vehicle identification number (VIN), (4) bay location where vehicle is located, (5) make, model and color of vehicle. Carrier must perform a visual inspection of each vehicle for any damages and immediately notify Broker of any exceptions. Carrier must verify that the VIN on the manifest matches the VIN on the car (windshield, door, etc.) as well as the VIN on the Maroney Label prior to moving the vehicle. Carrier must perform a visual inspection of each vehicle for any damages and notify Broker of any exceptions prior to moving the vehicle or accepting for shipment. All vehicles are assumed to be in good order and condition at the time shipment is tendered to Carrier unless otherwise noted on the Manifest by Broker.

(e) Upon delivery of each vehicle shipment made hereunder, Carrier shall obtain a receipt or bill of lading showing the kind, quality, and condition of the vehicle/vehicles delivered to the consignee of such shipment at the destination specified by Broker. Carrier shall cause such receipt or bill of lading to be signed by the consignee. Carrier shall notify Broker of any exception or damage noted on the bill of lading, manifest or other receipt. The absence or loss of any receipt shall not relieve the Carrier of its obligations and responsibilities with respect to any shipment made hereunder.

(f) Carrier shall at its sole cost and expense pay all costs, fees, taxes and expenses incurred in connection with the ownership, lease, operation or maintenance of the Car Carriers (Equipment) and shall undertake all duties and obligations arising in connection with such ownership, operation and maintenance. Carrier will maintain the Equipment in good repair, mechanical condition, and appearance: and utilize only competent, able, and legally licensed personnel. Carrier shall have full control of such personnel and shall perform the services hereunder as an independent contractor.

(g) Carrier is to utilize the V-TAS application to notify Broker of the loading of assigned vehicles and delivery of assigned vehicles. Any delivery exceptions must be called in to Broker immediately, indicating dealership, VIN, contact person at dealership and extent of damages or exceptions. Carrier must use V-TAS app as outlined in the Agreement.

(h) Co-Brokering/Subcontract Prohibition. Carrier specifically agrees that all freight tendered to it by Broker shall be transported on equipment operated only under motor carrier operating authority of Carrier, and that Carrier shall not in any way subcontract, broker, co-broker or in any other form arrange for the vehicles to be transported by a third party. Carrier shall defend, indemnify and hold Broker and its customers harmless from any cost, loss, expense or damage, including attorney's fees and court cost, arising out of or in any way related to any breach of this provision, including but not limited to cargo loss, or damage or delay.

4. Insurance.

Prior to commencing any operations on behalf of Broker, Assure Assist shall be listed as Certificate Holder on insurance policy and Carrier shall obtain and maintain at its own expense during the term of this Agreement the following insurance at the minimum limits set forth:

(a) Commercial General Liability Insurance including Bodily Injury, Property Damage Liability, Contractual Liability, and mobile equipment. Broker shall be named as additional insured.

Minimum Limit: \$1,000,000 per occurrence.

(b) Truckers Liability or the equivalent specifying as covered automobiles: any automobiles, trucks, tractors, or trailers used in the business of the insured. Minimum Limit: \$1,000,000 per accident combined for Bodily Injury and Property Damage. Broker shall be named as additional insured.

(c) Motor Truck Cargo insurance covering the Broker assigned property. Carrier assumes liability for the vehicle/vehicles from pick up until delivery location representative signs the receipt form. Carrier shall fully insure Vehicles while being loaded, unloaded or otherwise in the custody of Carrier or its agents.

1-2 car hauler cargo would need to be a minimum of \$100,000 on cargo.

3-4 car hauler cargo would need to be a minimum of \$150,000 on cargo.

5-7 car hauler cargo would need to be a minimum of \$250,000 on cargo.

8-10 car hauler cargo would need to be a minimum of \$350,000 on cargo.

(d) Waiver of Carrier's Lien. Carrier shall not withhold any Vehicle Shipments of Brokers customers on account of any dispute as to prices, outstanding claim charges, or any alleged failure of Broker to pay charges incurred under this Agreement.

(e) The Extent and Classification of any damage occurring to a new or used motor vehicle while the motor vehicle is in Carrier custody shall be made by the Shipper (i.e. Broker's Customer) whom Carrier is picking up vehicles from on behalf of Broker. The Shipper shall be the sole judge as to the damage category, including but not limited to Total Loss (TL), Constructive Total Loss (CTL), or Diminished Value (DV) and all associated charges.

(f) In accordance with Broker's customer agreements, Carrier agrees that Broker has up to 1 year from the delivery date of damaged vehicles to formally file a claim for those damages or exceptions and with Carrier agreeing to settle said claim within 90 days of formal receipt of said claim. Broker may deduct from any payment any amount Carrier is indebted to Broker, including freight loss, damage, delay of claims, and loss of sale.

(g) Workers' Compensation and Employer's Liability insurance complying with the acts of any state in which operations are to be performed and any federal law that may be applicable to operations performed on behalf of Broker.

Minimum Limit: The full state or federal statutory benefits for Worker's

Compensation Insurance and \$1,000,000 for Employer's Liability Insurance.

Worker's Compensation Waiver states Carrier uses all Owner-Operators type trucks for our shipments and is not responsible for Workers' Compensation Insurance. Our owner-operator drivers are responsible for their Workers' Compensation insurance. We verify coverage and accept all liability if the coverage is not valid or up to date.

(h) A Current Certificate of the above insurance shall be provided to the Broker, (prior to any transactions between the Broker and Carrier) indicating the types of coverage and limits above and naming Proficient Auto Transport as additional insured. A current certificate of insurance will be provided within thirty (30) business days of any insurance policy renewal. CARRIER agrees to cause, authorize, instruct, and ensure their insurance company or agent to provide certificate(s) of insurance to Assure Assist Inc listing Assure Assist, 543 Country Club Dr. Unit B338, Simi Valley, CA 93065 as the certificate holder. Certificates of Insurance are to be sent by the insurance company or insurance agent to COI@assureassist.com or to fax number (818) 401-0585 or by any means instructed by Assure Assist thirty (30) day notice of cancellation provision. The certificate will be mailed or faxed on to the Broker's address listed below:

All policies required above (except worker's compensation and employer's liability) must include "Assure Assist.", as "Certificate Holder" and "Additional Insured" on the auto and general liability policies and "Additional Insured, or Loss Payee or Designated insured" on the cargo policy using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms

providing equivalent coverage). The coverage provided to Proficient Auto Transport Inc. as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for Proficient Auto Transport Inc. negligence whether sole or partial, active or passive, and shall not be limited by Carrier's liability under the indemnity provisions of this Agreement.

Carrier warrants the policies represented by the Certificate of Insurance shall have no exclusion or affirmative endorsement that would vitiate applicable coverage for all service performed pursuant to this contract

5. Indemnification by Carrier

Carrier shall indemnify and hold harmless Broker (and Broker's respective customer) from and against any and all losses, liabilities, damages, costs, fines, expenses, deficiencies, taxes and reasonable fees and expenses of counsel and agents, including any costs incurred in enforcing this Agreement, that Broker may sustain, suffer or incur arising from:

- (i) Carrier's failure or alleged failure to comply, in whole or in part, with any of its obligations hereunder;
- (ii.) any loss of or damage to a Vehicle while being loaded onto, transported on or unloaded from a Car Carrier by Carrier.
- (iii.) any damage to any property of Broker caused by the maintenance or operation of any driver or Car Carrier; or

(iv.) any claim by any third party with respect to death, injury or property damage caused by the maintenance or operation of any driver or Car Carrier during the loading, transportation or unloading of Vehicles on or from a Car Carrier by Carrier.

(v.) Any other breach of contract or warranty or negligent act or omission to the extent caused by Carrier, its agents, or subcontractors in the performances of services governed by this contract.

(vi) Any failure to comply with all federal and state laws, including but not limited to, safety and employment laws.

6. Freight Loss, Damage or Delay

Carrier, as a licensed, authorized, and insured carrier specializing in the transportation of automobiles warrants it is familiar with the special claims handling procedures of manufacturers or "OEMs." Carrier warrants that it accepts the special claims procedures imposed by Broker's customers (Shippers) and that it has procured special cargo insurance which covers Carrier's assumed risk and waives the insurers objection to Broker's customer's (Shipper) sole discretion in determining the amount of loss and damage.

Broker shall submit to Carrier written notice of any cargo claim, including loss or expense resulting from Carrier's delay in providing service, within the period of time that the Broker is potentially liable to the Broker's customer for processing valid claims, with the filing, processing and disposition of all cargo claims shall be governed by 49 C.F.R. 370. Cargo loss and damage claims shall be subject to the special terms and conditions imposed by Broker's customers (Shippers) as set forth within. Pursuant to 49 U.S.C. 14101 (b) application of any rule inconsistent with this contract is hereby

waived. Carrier shall be liable to Broker or Broker's customer (Shipper) for any freight loss, damage, or delay as referenced herein.

The extent and classification of any damage occurring to a motor vehicle while the motor vehicle is in carrier's custody will be determined by Broker's customer (Shipper) who shall be the sole judge as to the damage category: (A) repairable to new car condition, (B) constructive total loss – repairable to used car standards (CTL) or (C) total loss for scrap (TL).

If Shipper determines the motor vehicle can be repaired to a new car condition Carrier's insurance carrier shall be liable to Shipper for the full actual loss and damage to the motor vehicle (cost of repair plus any applicable survey and appraisal fees).

If Shipper determines the motor vehicle is a constructive total loss (CTL – can be repaired to safe driving condition but not new car condition) Shipper may, at Shipper's sole discretion, release vehicle to insurance company at dealer cost, "as is, where is, and without warranty". As an alternative, and at Shipper's sole discretion, the motor vehicle may be repaired and then sold as a used car. Carrier's insurance carrier would then be liable for the cost of the repair plus up to 20% of the dealer's new car cost (dealer invoice) plus any survey and appraisal fees.

If Shipper determines the motor vehicle is a total loss (TL) for scrap only (damage to the point the safety and/or performance may be questioned despite repairs), Carrier's insurance carrier shall be liable to Shipper for the full dealer cost of the motor vehicle, including survey and appraisal fees, salvage yard / storage fees, less a salvage allowance of 10% of the dealer invoice cost. Shipper will retain possession of the motor vehicle and arrange for final disposition of the scrap.

The extent and classification of any damage occurring to a motor vehicle while the motor vehicle is in Carrier custody shall be solely made by the Broker's customer (Shipper) whom Carrier is picking up vehicles from on behalf of Broker. The shipper shall be the sole judge as to the damage category, including but not limited to Constructive Total Loss (CTL), Diminished Value (DV), or Total Loss (TL).

Carrier agrees they are financially responsible for any loss involving CTL, DV, or TL whether their insurance carrier provides coverage for these exposures or not and agrees to reimburse Broker for full valuation of vehicle as described above. Broker may deduct from any payment due to Carrier any amount Carrier is indebted to Broker, including freight loss, damage, delay of claims, and loss of sale.

7. Proficient Auto Transport Shipping Policies

Carrier is required to fully comply with all customer specific shipping and damage policies. Specific policies and contractual language as it relates to claims between Broker and Broker's Customer (Shipper) will be provided to Carrier upon request. Broker reserves the right to offset payment due to Carrier in the event Carrier's insurance fails to acknowledge coverage within 30 days from notice of claim.

8. Accidents.

If any accident occurs, claim is made or action is commenced for death, personal injury or property damage resulting from the maintenance or operation of any driver or Car Carrier while such driver or Car Carrier is transporting Vehicles or engaged in other business involving the Vehicles, Carrier promptly shall:

- (a) Notify Broker thereof.
- (b) Furnish to Broker on request a report of such accident; and

(c) Forward to Broker a copy of every demand, notice, summons, or other process received in connection therewith.

9. Payment by Broker.

Carrier will charge and Broker will pay for transportation services performed under this Agreement using rates and charges shown on the rate confirmation order and any written supplements or revisions thereto signed and agreed to by Carrier and Broker. Contingent on outstanding damage claims for vehicles delivered by Carrier, payment by Broker will be made to Carrier based upon selected payment terms made by Carrier following receipt of an accurate invoice and signed delivery receipts, provided Carrier has given Broker the necessary billing documents enabling Broker to ascertain that service has been provided at the agreed upon charge and without damage, theft, or delay. In the event service is provided and is subsequently discovered that there was no applicable rate in the existing schedule of rates or supplements, the parties agree that the rate paid by the Broker and collected by the Carrier shall be the agreed contract rate. Broker shall not be liable for any transportation charges for which Broker did not have primary responsibility for payment under the circumstances surrounding the involved shipment. Carrier agrees that Broker is solely liable for all freight charges related to the transportation services provided herein and, as such, Carrier agrees to refrain from all collection efforts against shipper, receiver, consignor, consignee, or Broker's customers. Under no circumstances is the Carrier to hold a vehicle/shipment as ransom or collateral for payment or dispute resolution. Broker may deduct from any payment any amount Carrier is indebted to Broker, including freight loss, damage, delay of claims, and loss of sale. Carrier accepts an administration fee charged per vin. Carrier waives interest, attorney's fees, and liens.

Carrier shall not withhold any Vehicle Shipments of Broker's customers due to any dispute as to prices, rates, or any alleged failure of Broker to pay charges incurred under this Agreement.

Payment terms are as follows:

Standard Pay:

Company check will be mailed 10 business days after invoice and bills of lading are received

or

Quick Pay:

Comcheck will be emailed 5 business days after invoice and bills of lading are received. Carrier choosing Quick Pay option understand there is a 5% service fee which will be deducted from posted rate.

All invoices, delivery receipts, and bills of lading must be emailed to the following email address: carriersap@proautotran.com

10. Arbitration

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Any arbitration shall be conducted in Duval County, Florida. Any arbitration hereunder shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.) and not by any state law concerning arbitration. Each party shall be responsible for its own attorney, expert, or other fees unless

applicable law provides otherwise. This provision shall survive the termination and/or expiration of this Agreement.

11. Compliance

This Agreement and any load confirmation agreement constitutes the entire agreement of the parties and cannot be changed or modified unless agreed to in writing by Broker.

12. GPS and V-TAS Application Requirement

Broker's customers (Shippers) have mandated Carriers provide GPS tracking when transporting Shippers' freight from origin to destination. Shippers require the ability to follow real-time departure (pick-up) and arrival times (delivered). To meet this new requirement, Carriers must enable the "share location" on the cell phone or tablet being used for the V-TAS application.

Carriers delivering for Proficient Auto Transportation are required to activate the "share location" feature and use the V-TAS application. Carriers are required to use and follow V-TAS procedures for marking the units loaded before leaving point of origin and marked delivered while still at the destination location (dealer, auction, up-fitter, customer home, etc.). This requirement will be monitored daily to ensure compliance is being met by all Carriers.

It is also required that all Carriers utilize the V-TAS application to note damages at pre-load inspection and at destination inspection.

Carriers must download the V-TAS application from the App Store or Google Play Store depending on your device.

Carrier must activate the "share location" in the V-TAS application. The share location can be enabled through the settings for the app itself or can be enabled when it is

downloaded. If there is concern about security, you can enable the “share location” only when the V-TAS app is in use.

Note: Carriers not using the V-TAS application will be paid on 30 day pay terms and could be subject to additional administrative charges.

13. Miscellaneous

(a) All notices with respect to this Agreement shall be personally delivered or sent by a recognized overnight carrier or by registered mail, return receipt requested, to the following address:

If to Broker to:

Proficient Auto Transport Inc

10057 103rd Street

Jacksonville, Florida 32210

Attn: Randy Beggs

CARRIER:

ADDRESS specified via an online portal, MyCarrierPackets.com, evidenced by the Signed Agreement Affidavit

(b) This Agreement may be modified only by a written amendment mutually agreed to in writing, signed by both parties.

(c) This Agreement shall be interpreted according to the laws of the State of Florida, without respect to its rules on conflict of laws.

(d) The parties hereto are independent contractors, and nothing contained in this Agreement shall be construed to place them in the relationship of partners, principal and agent, employer/employee, or joint venture. Both parties will retain and exercise

exclusive direction and control over the management, properties, and operation of their businesses.

(e) This Agreement, its Exhibits, and all notifications on Broker's website supersede all prior agreements between the parties and any prior Agreements between Carrier and Broker.

Lack of Insurance Coverage Statement:

Most insurance underwriters do not understand the auto hauling industry and the unique standards and requirements when it comes to motor vehicle cargo claims. Since most underwriters do not understand the process of covering diminished value, constructive total loss, total loss, loss of sale, or theft / missing cargo all Carriers hauling for Proficient Auto Transport must acknowledge below indicating they understand the Carrier will be financial responsible for any claims their insurance company does not cover.

By clicking Yes on behalf of said Carrier I understand:

- (1) if Carrier's insurance company does not provide proper coverage for damages as determined by Broker's Customer (Shipper), theft of vehicles, or if Carrier's insurance company does not agree with the Shipper's damage classification myself and the Carrier I represent will be financially responsible to cover those cost not paid by Carrier's insurance company.
- (2) the cost can be equal to the Dealer Invoice plus all associated charges all of which are solely determined by the Broker's Customer (Shipper).
- (3) Broker may deduct from payment due to Carrier any amount Carrier is indebted to Broker, including freight loss, damage, delay of claims, and loss of sale.
- (4) Broker's Customer (Shipper) makes sole final determination on damage category up to and including Constructive Total Loss and Total Loss
- (5) Carrier will be financially obligated to cover any unpaid costs that Carrier's insurance company does not cover.

IN WITNESS WHEREOF, BROKER and CARRIER are bound by this agreement. CARRIER agrees to be bound by the electronic signature of their authorized representative contained in the Signed Agreement Affidavit, and by doing so, represent and warrant that they accept and agree to the terms contained in this entire agreement and have been or are specifically authorized to execute the agreement on behalf the organization they represent.