

## CARRIER AGREEMENT

This Carrier Agreement (including all terms and conditions incorporated by reference, the “**Agreement**”) is between **CarsArrive Network, Inc.** (“**CarsArrive**”), a Georgia corporation with offices at 1620 South Stapley Drive, Suite 232, Mesa, Arizona 85204 and the undersigned entity (the “**Carrier**”). This Agreement is effective as of the date signed and accepted by CarsArrive as indicated on the signature page of this Agreement (the “**Effective Date**”).

- A. CarsArrive owns and operates a web-based proprietary database and software system that provides a load matching and database management service (the “**CarsArrive System**”) through which auto carriers may accept assignments for transportation of one or more motor vehicles (each a “**Vehicle Load**”), on behalf of the owner and/or shipper of vehicles (the “**Shipper**”).
- B. Carrier wishes to access the CarsArrive System to accept Vehicle Loads and receive, load, transport and deliver such Vehicle Loads (the “**Services**”) on behalf of Shippers in accordance with the terms of this Agreement.

The parties agree as follows

1. **Access.** Subject to the terms and conditions of this Agreement, as of the Effective Date CarsArrive hereby grants to Carrier a non-exclusive, non-transferable right to access and use the CarsArrive System in the United States during the term of this Agreement, solely for its own internal business purposes. Carrier is responsible for maintaining the security of all usernames and passwords that are issued to it. Carrier is responsible for all actions carried out by anyone using a user identification code and password issued to Carrier. CarsArrive and its licensors reserve all rights and licenses in the CarsArrive System not expressly granted to Carrier herein. Carrier shall not permit access to the CarsArrive Services by any third party without the prior written consent of CarsArrive. Carrier shall not, nor permit any third party to: (i) interfere with or disrupt the CarsArrive System; (ii) copy, modify or distribute any portion of the CarsArrive System; or (iii) rent, lease, or provide access to the CarsArrive System on a time-share or service bureau basis.
2. **Carrier’s Representations, Warranties and Covenants.** Carrier represents, warrants and covenants to CarsArrive that:
  - (a) During the term of this Agreement Carrier shall at all times be and remain (i) the owner or lessee of the truck or other vehicle used to transport the Vehicle Load; and (ii) properly licensed and qualified in all applicable jurisdictions to provide the Services, including, without limitation, the United States; and (iii) in compliance with all applicable federal, state, municipal, provincial and local laws, statutes, executive orders, rules, ordinances, codes and regulations (“**Laws**”) in its performance of the Services and the conduct of its business operations, including but not limited to the Federal Motor Carrier Safety Regulations, the National Safety Code and U.S. Department of Transportation (“**DOT**”) Laws;
  - (b) Carrier shall immediately notify CarsArrive if it: (i) receives an “unsatisfactory” safety rating or if it receives notice of a proposed “unsatisfactory” safety rating from the DOT or any federal, state or provincial authority have jurisdiction over the Carrier’s operations; or (ii) is delayed or removed from service by or due to an inspection by any regulatory authority having jurisdiction over Carrier’s operations;
  - (c) Carrier shall provide copies of all required certificates of insurance, permits and licenses to CarsArrive promptly upon request;
  - (d) Vehicles shall not be operated on a public roadway for any purpose other than as required to load or unload a Vehicle Load, provided that the distance the vehicle is driven for such purpose does not exceed 50 feet under any circumstance.
  - (e) Carrier shall promptly and efficiently perform the Services safely and without delay, including, without limitation, receiving the Vehicle Loads at the point of origin and delivering the Vehicle Loads to the point of delivery, according to the schedule set forth on the CarsArrive System for such Vehicle Load.
  - (f) Carrier shall complete and obtain the bill of lading and Condition Report for each Vehicle Load pursuant to the terms and conditions set forth in this Agreement.
3. **No Transfers/Brokers.** Carrier shall not assign, subcontract, broker, re-broker, forward, relay, use third party dispatchers or otherwise transfer in any manner, in whole or in part, its obligations under this Agreement, including, without limitation, the performance of any portion of the Services or any rights or duties of the Carrier (“**Transfer**”), without the prior written authorization of CarsArrive. In the event of any Transfer in violation of this Section, CarsArrive may without prejudice to any other rights or remedies, immediately terminate Carrier’s access to the CarsArrive System and shall not be obligated to make any payments under this Agreement in respect of any such Transfer, except for any outstanding invoices of Carrier for Services performed prior to such Transfer. Notwithstanding any Transfer, with or without the consent of CarsArrive, Carrier shall be and remain liable for the performance of all of Carrier’s obligations under this Agreement, including without limitation, liabilities for loss, damages or delays in delivery.

Carrier  
Initials  


4. **Minimum Insurance Requirements.**

(a) Carrier shall procure and maintain, at the sole cost and expense of Carrier the following minimum insurance (or such greater amounts as required by Law):

	<b>Group A 1 to 4 trucks</b>	<b>Group B 5 to 9 trucks</b>	<b>Group C 10+ trucks</b>
Commercial General Liability (“CGL”)	\$1,000,000 (Legacy Carriers only)	\$1,000,000 (Legacy Carriers only)	\$1,000,000 (Legacy Carriers only)
Commercial Auto Liability (“AL”) per occurrence	\$1,000,000	\$2,000,000	\$3,000,000
All Risk Broad Form Motor Truck Cargo (“Cargo”) per occurrence for 1 to 3 car hauler (each truck)	\$50,000 per car space minimum \$100,000	\$250,000	\$250,000
Cargo per occurrence for 4+ car hauler (each truck) “On-hook” policies must include Cargo coverage	\$250,000	\$250,000	\$250,000
Cargo maximum deductible	\$2,500	\$2,500	\$2,500
Workers Compensation	As required by Law	As required by Law	As required by Law


(b) Regardless of the limit, AL insurance shall also cover all liability assumed by Carrier under this Agreement. Should policy only cover specifically scheduled trucks, Carrier agrees and maintains that only those trucks scheduled on policy will be used to perform the Services under this Agreement. Cargo insurance shall provide coverage to CarsArrive, Shipper, Receiver, and the owner(s) of the Vehicle Load for any loss, damage or delay related to any property for transportation services provided by Carrier under this Agreement. Cargo insurance coverage shall be primary and not be contingent upon any other coverage and shall have no exclusions or restrictions of any type, including but not limited to any exclusion for the commodities being transported, electronics or other delicate or high value products; and unattended vehicles or limitation of coverage when the trailer is unattached to the power unit, that would foreseeably preclude coverage for the Vehicle Load. Workers’ Compensation insurance or analogous insurance coverage shall be consistent with applicable state or provincial Laws. All insurance policies shall be with a reputable and financially responsible insurance company acceptable to CarsArrive.

(c) “**Legacy Carrier**” means a Carrier that hauls vehicles consigned to ADESA auctions. For Legacy Carriers, CarsArrive shall be named as an additional insured on the CGL and AL policies and as a loss payee on the Cargo policy. For non-Legacy Carriers, CarsArrive shall be listed as a certificate holder on policies of insurance. All policies subject to Agreement shall waive any rights of subrogation and include an endorsement that such coverage shall be primary and non-contributory to any other insurance obtained by CarsArrive, Shipper, Receiver and/or owner(s) of the Vehicle Load. The purchase of insurance coverage or the furnishing of the certificates or other evidence of coverage shall not be deemed to satisfy Carrier’s liability hereunder or in any way modify Carrier’s obligation to indemnify CarsArrive, nor shall merely furnishing certificates or other evidences of coverage in and of itself satisfy the obligation to obtain and maintain said insurance coverage.

(d) Upon execution of this Agreement, Carrier shall immediately provide to CarsArrive certificates endorsed by an authorized representative of Carrier’s insurance company evidencing that: (i) the insurance required hereunder is in full force and effect; (ii) such insurance will not be canceled, reduced or otherwise altered in the amount or scope of coverage without giving CarsArrive at least thirty (30) days prior written notice; (iii) naming CarsArrive as certificate holder, additional insured and/or loss payee as applicable; and, (iv) in respect of Carrier’s Cargo insurance, the amount of any deductible.

5. **Compliance with Terms and Conditions.** Carrier, its employees and agents shall comply with all applicable policies, terms, conditions, procedures, terms of use, forms and other documents made available to Carrier on *carsarrive.com*, *openlane.com*, and *adesa.com* (the “**Websites**”) including, without limitation, the CarsArrive System (“**Terms and Conditions**”). From time to time, CarsArrive may, in its sole discretion, supplement, modify or replace the Terms and Conditions. By using the CarsArrive System and/or accepting a Vehicle Load, Carrier agrees to and accepts the Terms and Conditions which are hereby incorporated by reference as terms and conditions of this Agreement. In the event of a direct conflict between a provision of this Agreement and a provision of the Terms and Conditions, the parties will interpret such provisions in a manner which gives as much effect as possible to both provisions; otherwise the terms and conditions of this Agreement will control to the extent of such conflict.

6. **Intellectual Property of CarsArrive.** Carrier agrees that the CarsArrive System and all intellectual property rights in it, including but not limited to patent, trademark and copyrights, are the sole property of CarsArrive and that Carrier will not attempt to copy, reverse engineer or disrupt the function or operation of the CarsArrive System.

Carrier Initials 
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7. **No Damage Waivers.** Carrier shall not obtain and/or enforce any waivers of damage that it may have with a Shipper or receiving customer (“**Receiver**”) in connection with the Services.
8. **Conducting Business.** So long as CarsArrive has no actual knowledge to the contrary regarding the authority of any person purporting to be Carrier’s agent or employee, CarsArrive may rely and act upon any purported signature of, or email, fax, telephonic or other oral communication from, any person purporting to be Carrier’s agent or employee, with regard to: (i) accepting Vehicle Loads for transportation, or otherwise acting on Carrier’s behalf, in the CarsArrive System; or (ii) otherwise in connection with the provision of Services or this Agreement. CarsArrive may conduct business with Carrier through the (nonexclusive) use of electronic, computer, digital, or other paperless means, including the good faith reliance on electronic mail, facsimile transmittal, telephonic or other usual and regular forms of communication.
9. **Fees; Payment.** CarsArrive shall pay to Carrier the fee rate per Vehicle Load as set out in the applicable area of the carrier portal in the CarsArrive System (“**Fees**”). Payment shall be made according to the method of payment selected by Carrier as described on the Payment Terms section of the CarsArrive.com website. Carrier shall not be entitled to any additional compensation for the performance of the Services hereunder, except as specifically authorized in writing by CarsArrive. Carrier shall not charge, or accept from the Shipper, Receiver or any other person or business entity additional fees or expenses for the Services, unless specifically authorized by CarsArrive. CarsArrive shall not be required to pay any disputed amount pending resolution of the dispute, but agrees to pay those portions of the invoice which are not in dispute. Carrier acknowledges and agrees that CarsArrive has the discretionary right to set-off any payments owed to Carrier hereunder for liability incurred by Carrier under this Agreement. Carrier agrees to provide CarsArrive with supporting documentation and other information as reasonably requested to verify the accuracy of any invoice.
10. **Receipts; Bills of Lading.** Carrier shall document each Vehicle Load with a bill of lading in the form displayed on the CarsArrive System or the form specified by the Shipper which shall be signed by Carrier and Shipper at the pick-up location. Before loading, Carrier shall perform an inspection (the “**Pick-up Inspection**”) of the Vehicle Load for damage, missing items and confirmation of contents of Vehicle Load. Carrier shall detail any damage, defect or discrepancy discovered in a Pick-up Inspection on the bill of lading and in a condition report (“**Condition Report**”) and immediately bring same to the attention of the Shipper and CarsArrive. **To assist in the fair resolution of damage claims, Carrier acknowledges that it must notify CarsArrive as soon as possible of any vehicle damage discovered prior to loading.** Condition Report must be submitted to CarsArrive three (3) business days from the date the Vehicle Load was received. Unless recorded on the bill of lading and Condition Report before loading, the Vehicle Load shall be deemed to have been in undamaged condition at the time it was received by the Carrier. At the point of delivery, the Carrier shall ensure that the Receiver (or its representative) inspects the Vehicle Load for damage, defect or discrepancy and note any concerns in the bill of lading and/or condition report. Carrier shall ensure that both the Shipper and Receiver sign and date the bill of lading and the condition report and provide copies of the signed documents to CarsArrive. To the extent any term or condition of any bill of lading conflicts in any way with any term or condition of this Agreement, this Agreement shall govern.
11. **Carrier’s Operations and Employees.** Carrier shall, at its sole cost and expense, furnish the trucks, tractors, trailers and all fuel, oil, tires and other parts, supplies and equipment necessary or required (“**Equipment**”) for the safe and efficient delivery of the Services. Carrier, at its sole cost and expense, shall employ in the operation of Equipment only competent, able and legally licensed personnel. The manner of loading, securing, and unloading each Vehicle Load upon the Equipment shall be the sole responsibility of Carrier, and if performed by the Shipper, it shall be under the direction, authority, and control of Carrier.
12. **Service Level Requirements; Penalties**
  - (a) For pick-up and delivery of Vehicle Loads Carrier will comply with the service level requirements communicated by Shipper and/or CarsArrive. Unless expressly authorized by the Shipper in writing, Carrier shall not use “Wheel Lifts” in performing the Services.
  - (b) If a Customer imposes a service penalty or other financial consequence (a “**Penalty**”) for failure to meet a service level standard or requirement as set out in this Agreement or as posted on the CarsArrive System, Carrier agrees to pay the Penalty and authorizes CarsArrive to deduct the amount of the Penalty from any amounts owing to Carrier.
13. **Claims and Damages; Indemnification**
  - (a) *Indemnification by Carrier.* Carrier shall defend, indemnify and hold CarsArrive and its employees, subsidiaries, affiliates, officers, directors, consultants, representatives, agents, successors, assigns, Shippers and Receivers harmless from and against any and all claims, damages, losses, liabilities, fines, penalties, costs and expenses, including, without limitation, reasonable attorney’s fees, arising out of, on account of or resulting from, directly or indirectly: (i) any damage or injury to property arising out of or in connection with Carrier’s performance of the Services; (ii) the breach or nonperformance by Carrier of any of the terms or conditions of this Agreement; (iii) Carrier’s failure to comply with any

applicable Law; (iv) injury to persons (including injury resulting in death); (v) any negligent, reckless or intentional acts or omissions of Carrier, its employees or agents in the performance of the Services; and (vi) any claim or allegation of a third party related to Carrier's acts or omissions or those of Carrier's officers, directors, employees, subcontractors, consultants, representatives or agents in connection with the Services or in connection with Carrier's obligations hereunder (collectively, "Claims"). Carrier will promptly notify CarsArrive of any Claims and cooperate in good faith with CarsArrive to resolve any such Claims. CarsArrive may, on a good faith basis, elect to make a determination of which party is at fault, in which case CarsArrive will notify Carrier of its determination. If as a result of such determination Carrier owes any money, Carrier shall pay the amount (the "Claim Amount") in full without deduction or set-off within thirty (30) days of notification. Notwithstanding the foregoing, CarsArrive may, in its sole discretion, elect to pay the pay the Claim Amount on Carrier's behalf and claim the amount directly from Carrier, subrogate the Claim to Carrier's insurance carrier and/or deduct the Claim Amount from amounts due to Carrier. Interest on overdue amounts will accrue at the rate of 1.5% per month.

- (b) *Freight Loss, Damage or Delay.* Carrier shall be liable to Shipper, Receiver and CarsArrive for all loss, damage, diminished value, and delay claims for the Vehicle Loads while in Carrier's possession or control. Carrier's possession of the Vehicle Load shall commence upon the earlier of: (i) when Carrier has executed the bill of lading; or (ii) taken possession or control of the Vehicle Load; and shall terminate when Receiver formally accepts delivery of the Vehicle Load after signing the bill of lading and Condition Report.
- (c) *No Limitations.* Unless otherwise agreed to in writing by the parties, no limitation of liability shall apply to the Services provided by Carrier. With respect to Vehicle Loads originating in or destined to Canada, it is the express intention of the parties that this provision govern their rights and obligations with respect to claims for cargo loss, damage, or delay. The obligations in this Agreement shall not be affected by any provision of any provincial Law purporting to limit Carrier's liability to any lesser amount, nor shall CarsArrive be required to comply with any provision of such Law purporting to require that it declare a higher value in order to avoid applicability of any such limitation. Instead, Carrier's liability hereunder is accepted as a matter of contract between the parties.
14. **Independent Contractors.** Carrier and CarsArrive are separate entities and are not creating a principal/agency relationship. Carrier shall perform the Services hereunder as an independent contractor and shall have exclusive control and direction of its employees operating the Equipment or otherwise engaged in the Services. Nothing contained herein will be construed to make either Carrier or CarsArrive partners, joint venturers, principals, agents or employees of the other. Neither party will have any right, power or authority, express or implied, to bind the other.
15. **Non-Exclusive and No Minimum Vehicle Loads.** The parties acknowledge and agree that this is a non-exclusive agreement and that Carrier is free to accept Vehicle Loads through dispatch systems other than the CarsArrive System and that Carrier is not guaranteed any or a minimum number of dispatches through the CarsArrive System. Any capital investments, business expenses, work force additions, or expenditures of any kind or nature that Carrier has made in anticipation of any volume to be generated will be made solely at Carrier's own risk. In no event and under no circumstances will CarsArrive be liable for any expenditures by Carrier or on Carrier's behalf.
16. **Confidentiality.** All data and information submitted by or on behalf of CarsArrive, its affiliates, Shipper, Receiver or any other third party (collectively "Customer") to Carrier or otherwise in Carrier's possession or accessible by Carrier in providing the Services, including but not limited to all personal information such as the name, phone number, address of a Customer, VIN# of vehicles being transported are and will remain the property of CarsArrive and/or the applicable Customer.
17. **Miscellaneous.** No term or condition of this Agreement will be deemed waived and no breach will be deemed excused unless such waiver or consent will be in writing and signed by the party claimed to have waived or consented. No consent by any party to, or waiver of, a breach by the other, whether express or implied, will constitute consent to, waiver of, or excuse for any different or subsequent breach. The parties expressly waive any and all rights and remedies provided under Subtitle IV Part B of 49 U.S.C. (as allowed by §14101) to the extent that such rights and remedies conflict with this Agreement. Except as provided in Section 5, this Agreement may not be amended or modified except by a writing signed by both parties. This Agreement sets forth the complete agreement of the parties with respect to the Services. This Agreement will take precedence over any inconsistent, conflicting, or additional terms or conditions contained in any communication or document from Carrier, including any bill of lading or other document that Carrier may present to a Shipper or Receiver. CarsArrive hereby notifies Carrier that it does not agree to other terms or conditions that Carrier may supply, whether in conflict with, inconsistent with, or in addition to the terms and conditions of this Agreement. If any phrase, clause, sentence, term or other provision herein will be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances. This Agreement will be construed, interpreted and applied in accordance with the Laws of the State of Indiana and applicable federal law, without regard to its conflict of laws principles. Any legal action or proceeding arising under

this Agreement will be brought exclusively in the Circuit and Superior Courts of Marion County, Indiana and the federal courts of the United States, sitting in Indiana, and the parties hereby irrevocably consent to personal jurisdiction and venue therein. Notice under this Agreement will be deemed given by one party when personally delivered or sent by overnight courier, facsimile, email or certified or registered mail to the addresses in this Agreement or, if such notice is provided by CarsArrive, through the CarsArrive System and will be effective upon receipt. This Agreement may be executed in one or more counterparts, including facsimiles, each of which will be deemed to be a duplicate original, but all of which, taken together, will be deemed to constitute a single instrument. Any terms of this Agreement, which by their nature extend beyond the expiration, termination or cancellation of this Agreement, including, without limitation, Sections 6, 13, 16 and 17 hereof shall remain in full force and effect until fulfilled and/or performed and shall inure to the benefit of and be binding upon Carrier and CarsArrive and their respective successors and assigns.

The duly authorized representatives of the parties are signing the Agreement.

\_\_\_\_\_  
PRINT Full Legal Name of Carrier as it appears on DOT Authority

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Owner Name and Title

\_\_\_\_\_  
Date signed

Email: \_\_\_\_\_ Fax: \_\_\_\_\_ Tel: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FOR CARSARRIVE USE ONLY**

Accepted by CarsArrive on \_\_\_\_\_, \_\_\_\_\_, 20\_\_\_\_\_.

**CARSARRIVE Network, Inc.**

Signature: \_\_\_\_\_

Name/Title: \_\_\_\_\_

carriersetup@carsarrive.com  
Fax: 480-393-2948  
1620 S. Stapley Drive, Suite 232  
MESA, Arizona, 85204