

## HWY LABS, INC.

### ONLINE CARRIER CONTRACT

This **Online Carrier Contract** (hereinafter referred to as the “Agreement“), entered into as of the date you accept this Agreement, access the Platform (as defined below), create an account and/or begin using the Services (as defined below) (the “Effective Date“), is between you (the “Customer” the “CARRIER,” or “you“) and Hwy Labs, Inc., a Delaware corporation, otherwise known as Hwy Haul (“Hwy Haul,” “we,” the “BROKER,” or the “Company.” The CARRIER and the BROKER are hereinafter sometimes referred to collectively as the “Parties” and individually as a “Party.” Initially capitalized words, not defined herein, have the meaning ascribed to them in the Company’s Terms of Use and/or the Company’s Privacy Policy.

During the account creation process, as more fully described in the Company’s Terms of Use, and/or in the order process (collectively the “Registration“), you will be asked to fill in contact information, including the name of your Company, your business address, your title, and your business email address. In addition, you will be asked to indicate the estimated maximum number of users and their names (collectively “Authorized Users“), and the Go Live Date, as defined in Section 1 below. Before you can complete the Registration, you must click through, read this Agreement and agree to its terms. If you do not agree to the terms and conditions of this Agreement, do not complete the Registration and do not order our Services.

If you are entering into this Agreement on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind such entity to these terms and conditions, in which case the terms “you“, “your,” or “Customer” shall refer to such entity.

If you do not have such authority or if you are not willing to be bound by these terms and conditions, do not accept this Agreement and do not use the Platform or Company Services. By accepting this Agreement or by using or accessing the Services, you agree to be bound by the following terms and conditions.

If you would prefer to enter into a written agreement with respect to the subject matter hereof, please email or call the Company’s Chief Executive Officer and do not click through and accept this Agreement.

PLEASE NOTE THAT THIS AGREEMENT IS AN ONLINE AGREEMENT AND CANNOT BE CHANGED WITHOUT THE PRIOR WRITTEN CONSENT OF THE BROKER. ALSO NOTE THAT THIS AGREEMENT CONTAINS A BINDING ARBITRATION CLAUSE AND BY CLICKING THROUGH TO THIS AGREEMENT, YOU AGREE TO BE BOUND BY ITS

TERMS AND CONDITIONS AND YOU WAIVE ANY RIGHT YOU MIGHT HAVE WITH RESPECT TO A TRIAL BY JUDGE OR JURY.

In consideration of the agreements contained below, the Parties hereby agree as follows:

1. **TERM AND TERMINATION.** The initial term of this Agreement shall be for one (1) year from the Go Live Date (the “Initial Term”) and shall automatically renew for successive one (1) year periods (each a “Renewal Term” and, with the Initial Term, collectively the “Term”) unless one Party give notice at least 30 days before the end the Term. Either Party may terminate this Agreement at any time for any reason by giving written notice to the other provided, however, if Carrier terminates this Agreement for convenience, no up-front fees or any fees paid prior to such termination will be refunded and Broker will charge Carrier a termination fee of 10% of the fees, which would have been paid by Carrier for the rest of the Term. For the purpose of this Agreement, the “Go Live Date” will mean the date that the Broker makes its Services and Platform available for use by the Carrier.
2. **CARRIER’S OPERATING AUTHORITY AND COMPLIANCE WITH LAW.** CARRIER represents and warrants that it is legally qualified in accordance with all applicable federal, state, local, and international (e.g., Canadian, Mexican) laws, statutes, regulations, rules, and ordinances (collectively, “Applicable Law”) to provide, as a motor carrier, the interstate, intrastate, cross-border and international transportation services (“Services” or “Shipments”) contemplated by this Agreement. CARRIER agrees to comply with any and all Applicable Law in the performance of its Services under this Agreement, including applicable Federal Motor Carrier Safety Administration (“FMCSA”) regulations, regulations relating to the transportation of food grade products (including the Food Safety Modernization Act), and federal and state air quality and environmental standards. CARRIER further represents and warrants that it does not have an unsatisfactory, conditional, or unfit safety rating issued by any regulatory authority with jurisdiction over CARRIER’s operations. In the event CARRIER receives or is notified it may receive an unsatisfactory, unfit or conditional safety rating (collectively an “Unsafe Rating”), fails to maintain insurance required hereunder, is notified such insurance may become ineffective, or is otherwise prohibited by Applicable Law from performing Services hereunder, CARRIER shall immediately notify BROKER and shall not transport any loads or goods tendered to CARRIER until such prohibition on operations is removed. In addition to any other remedy available to BROKER under the law or at equity, BROKER may terminate this Agreement if CARRIER receives such an Unsafe Rating without any liability whatsoever to CARRIER. CARRIER agrees to defend, indemnify, and hold BROKER harmless from any and all damages it suffers as a result of or in connection with CARRIER receiving such Unsafe Rating.

3. **BROKER MAP-21 REPRESENTATIONS.** As required by the Moving Ahead for Progress in the 21st Century Act ("MAP-21"), BROKER (1) confirms that it has entered into this Agreement as a property broker, and (2) acknowledges and agrees that the FMCSA regulations prohibit BROKER from representing its operations as being those of a motor carrier. As a property broker, BROKER is in the business of identifying and hiring motor carriers, such as CARRIER, authorized to transport the freight of BROKER's customers ("SHIPPERS").
4. **PERFORMANCE OF SERVICES.** CARRIER shall be solely responsible for controlling the method, manner, and means of accomplishing CARRIER's Services. For purposes of this Agreement, "driver" shall mean those CARRIER employees, contractors, owner-operators under contract with CARRIER, employees of such owner-operators, or any other service providers of CARRIER assigned to operate motor vehicles providing transportation on behalf of CARRIER (singularly, "Driver," collectively, "Drivers"). CARRIER and its Drivers are responsible for ensuring that Shipments are transported in a timely manner, are not damaged in transit, and determining the appropriate route for transportation. Any navigational directions that BROKER offers to CARRIER or its Drivers are offered as a convenience only, and CARRIER and its Drivers shall have no obligation to follow such navigational directions. If the CARRIER elects to provide access to the BROKER's mobile application or other electronic platform to its Drivers, any directions, instructions or other information provided through the BROKER's mobile application or other electronic platform are provided by the CARRIER to the Driver. CARRIER, on behalf of itself and its Drivers, agrees to grant BROKER permission to track the location of Drivers (including by tracking location of Drivers' devices) and of CARRIER'S equipment and to share such location information with third parties, including SHIPPER. All interstate and foreign Shipments BROKER provides CARRIER for transportation under this Agreement shall move pursuant to CARRIER's operating authority even if the Drivers assigned the Shipments have their own separate FMCSA-operating authorities. CARRIER shall transport all Shipments provided under this Agreement without unreasonable delay and shall immediately communicate to BROKER all occurrences that may cause delay in transit. This Agreement does not grant CARRIER an exclusive right to perform any Services for BROKER or SHIPPER nor does it bind CARRIER to exclusively carry BROKER's or SHIPPER's Shipments or buy BROKER's Services. CARRIER shall execute any necessary Uniform Intermodal Interchange and Facilities Access Agreement (UHA) and SHIPPER-specific UIIA addendum.
5. **RECEIPTS AND BILLS OF LADING.** Each Shipment transported pursuant to this Agreement shall be evidenced by a bill of lading that complies with 49 C.F.R. § 373.101 that names CARRIER as the transporting motor carrier. Except for information required under 49 C.F.R. § 373.101 and in Rate Confirmations (as defined in Section 7, below), in no event will any party's tariff, terms and conditions, service guide, credit application, bill of lading or similar shipping document apply to the Services provided under this

Agreement. The fact that BROKER is named as a “carrier” upon any applicable bill of lading shall not affect its status as a property broker. Upon delivery of each Shipment, CARRIER shall obtain a receipt showing the kind and quantity of product delivered to the consignee, and CARRIER shall cause the consignee to sign such receipt. The bill of lading is intended to act as a receipt only. CARRIER shall notify BROKER immediately of any exception made on the bill of lading or delivery receipt.

6. **CARRIER’S OPERATIONS.**

1. CARRIER shall be responsible for the acts and omissions of each of its employees, agents, representatives, contractors, subcontractors and other service providers (including its Drivers, collectively, “CARRIER Personnel”) and shall utilize only competent and able personnel who are legally licensed in accordance with all Applicable Law to perform the Services under this Agreement. Notwithstanding any communications or other information transmitted to or from a Driver on any BROKER mobile application or other electronic service, CARRIER shall have full control of its CARRIER Personnel used in the provision of motor carrier services under this Agreement and CARRIER shall be responsible for the acts and omissions of each of its CARRIER Personnel. CARRIER shall be solely responsible for ensuring, and will ensure, at CARRIER’s cost and expense, that such CARRIER Personnel are fully qualified to perform Services hereunder. CARRIER shall also ensure that any Driver providing Services have sufficient hours available to complete scheduled deliveries in accordance with, and without violation of, applicable hours-of-service regulations, and complies with applicable drug and alcohol testing rules and regulations, and safety and security requirements. CARRIER shall be solely responsible for determining whether scheduled Services can be completed without violation of Applicable Law.
2. CARRIER shall perform all Services, including any Shipments accepted by CARRIER or CARRIER Personnel through BROKER’s Electronic Platforms (as defined below), under this Agreement as an independent contractor and assumes complete responsibility for all state and federal taxes, assessments, insurance (including, but not limited to, workers’ compensation, unemployment compensation, disability, pension, and social security insurance) and any other financial obligations to CARRIER Personnel, including payment and compensation due to its Drivers, arising out of the Services performed under this Agreement. BROKER and SHIPPER are not CARRIER’s agents. This Agreement does not create a joint venture, joint enterprise or partnership between BROKER, SHIPPER and/or CARRIER. CARRIER shall furnish all equipment necessary or required for the performance of its obligations under this Agreement (the “Equipment”). CARRIER shall maintain all Equipment in good repair and clean, working condition, in full compliance with Applicable Law, and free of contamination and infestation. CARRIER warrants and represents that its trailers have not been and

shall not be used to haul municipal, residual, industrial, chemical, liquid or solid waste. For all Shipments requiring refrigeration, CARRIER shall be solely responsible for maintaining proper temperature control in accordance with temperature requirements provided to CARRIER by SHIPPER or BROKER

3. CARRIER shall comply with the additional obligations stated in Schedule A, as Schedule A may be amended from time to time.

7. **RATES & PAYMENTS.**

1. For Hwy Haul's MShip Services:

1. CARRIER shall invoice SHIPPER directly and SHIPPER shall pay CARRIER.
2. CARRIER acknowledges and agrees that BROKER is not responsible for any payment to CARRIER. BROKER is not liable for any payment disputes between CARRIER and SHIPPER.

2. For Hwy Haul's Digital Freight Brokerage Services:

1. CARRIER will invoice and BROKER will pay to CARRIER, and not any Driver, the rates and charges set forth in an Electronic Rate Confirmation (as defined below) or in a rate confirmation provided by Broker to CARRIER electronically or otherwise (collectively, "Rate Confirmation"). CARRIER hereby agrees that any Shipment that is accepted by any of its CARRIER Personnel on any of BROKER's electronic platforms (including any of BROKER's mobile applications, websites or other electronic platforms, collectively "BROKER's Electronic Platforms") is and shall be a Shipment and transportation Service of CARRIER that is subject in all respects to this Agreement at the rates and charges indicated on BROKER's Electronic Platform. Each such electronic acceptance of a Shipment on any of BROKER's Electronic Platforms will constitute an agreement between the Parties regarding the rates and charges of an applicable Shipment payable to CARRIER and have full force and effect under this Agreement (an "Electronic Rate Confirmation"). In the event CARRIER elects to designate to BROKER certain CARRIER Personnel who are authorized to accept Shipments on behalf of CARRIER on any of BROKER's Electronic Platforms under this Agreement, (i) CARRIER agrees to notify BROKER, electronically or as BROKER otherwise specifies, immediately of any changes to (including removals from) the CARRIER Personnel so designated and agrees that BROKER may rely upon such designated CARRIER Personnel whenever such CARRIER Personnel accepts a Shipment made available to CARRIER on any of BROKER's Electronic Platforms and (ii) CARRIER is solely responsible for its failure to accurately and timely notify BROKER of any such changes to (including removals from) the designated CARRIER Personnel.

2. As a condition to payment, CARRIER shall provide BROKER with a legible copy of the bill of lading or other proof of delivery. Within five (5) business days of BROKER's request, CARRIER shall provide BROKER with such documents. BROKER will pay CARRIER's invoice within thirty (30) days of BROKER's receipt of such invoice and bill of lading or other proof of delivery. CARRIER shall accept all freight charge payments from BROKER via bank wire transfer (ACH).
3. CARRIER agrees BROKER has the exclusive right to handle all billing of freight charges to the SHIPPER for the transportation Services provided pursuant to this Agreement, and BROKER is solely responsible for paying CARRIER freight charges. CARRIER agrees to waive any and all claims CARRIER may have against the SHIPPER, consignor, consignee, or third-party payer related to payment of CARRIER freight charges; provided, however, CARRIER may seek payment from SHIPPER of undisputed freight charges BROKER fails to pay within sixty (60) days of receiving CARRIER's invoice and supporting shipping documents.
4. CARRIER shall submit all freight bills within 180 days of delivery or waive its right to payment for Services rendered with respect to such late submitted invoices. Claims for undercharges and overcharges must be brought within 180 days of BROKER's receipt of the original invoice giving rise to such undercharge or overcharge claim. Parties shall bring any valid suit related to unpaid or overpaid freight charges or undercharges within 18 months of the date of delivery or their right to sue or otherwise seek payment or reimbursement shall be waived.
5. CARRIER shall not be required to waive and release any liens of any nature that CARRIER might otherwise have to any goods of SHIPPER in the care, custody or control of CARRIER unless SHIPPER requires CARRIER and/or its Drivers to waive such liens in its shipper-broker agreement with BROKER or otherwise.

8. **FREIGHT LOSS, DAMAGE OR DELAY.**

1. CARRIER assumes the liability of a motor carrier under the Carmack Amendment as currently codified at 49 U.S.C. § 14706 for loss, delay, damage to or destruction of goods or property tendered to CARRIER pursuant to this Agreement from the time the Shipment is tendered to CARRIER until delivery. CARRIER shall be liable for the full invoice value of the cargo lost, damaged, delayed, or destroyed, but shall not be liable for any related costs or fees, including consequential or incidental damages, unless SHIPPER requires CARRIER to be liable for such related costs or fees in its shipper-broker agreement with BROKER or otherwise. CARRIER shall have the right to salvage goods or a right to claim an offset for the value of salvage with BROKER's prior written consent, which shall not be

withheld if SHIPPER allows salvage of goods or an offset for salvage value. In the event of an accident, CARRIER shall be responsible for securement, cleanup and disposal of cargo as directed by SHIPPER.

2. Processing of claims for freight loss, damage or delay shall be governed by the provisions of 49 C.F.R. Part 370, except as limited by the provisions of this Agreement. CARRIER shall pay, decline or make a firm compromise of settlement within sixty (60) days after receipt of a claim. CARRIER and BROKER shall cooperate with each other and with SHIPPER in investigating any claim for cargo loss, damage, delay, or destruction.
  3. SHIPPER shall be a third party beneficiary of this Section 8 and shall be entitled to enforce the obligations in this Section 8 against CARRIER.
9. **INSURANCE.** CARRIER shall procure and maintain, at its sole cost and expense, the following insurance coverages:
1. Automobile Liability (“AL”) covering all owned, non-owned, and hired vehicles (including any trailers provided by BROKER, SHIPPER or any other party) insuring CARRIER in an amount not less than \$1,000,000 (U.S. Dollars) per occurrence for bodily injury or property damage, or such larger amount as required by Applicable Law.
  2. Commercial General Liability (“CGL”) Insurance covering the transportation of Shipments and other operations under this Agreement in an amount not less than \$1,000,000 (U.S. Dollars) per occurrence. Such insurance shall also cover CARRIER’s contractual liability under this Agreement.
  3. All-Risk Broad Form Motor Truck Cargo Legal Liability (“Cargo”) insurance in an amount not less than \$100,000 (U.S. Dollars) per occurrence. The coverage provided under the policy shall have no exclusions or restrictions that would foreseeably preclude coverage relating to cargo claims, including, but not limited to, exclusions for unattended or unattached trailers, theft, commodities transported under this Agreement, refrigerator breakdown or lack of refrigerator fuel.
  4. Statutory Workers’ Compensation Insurance coverage in such amounts and in such form as required by applicable state law and Employer’s Liability insurance with limits of liability not less than \$1,000,000 per person/per accident/per occupational disease.
  5. All insurance policies required by this Agreement shall, as applicable, be primary and shall waive subrogation and contribution against BROKER and SHIPPER. CARRIER represents and warrants that there are no exclusions or limitations under any such policies that would prevent coverage for any liability assumed by CARRIER under this Agreement. CARRIER shall furnish to BROKER written certificates obtained from the insurance carrier showing that such insurance has been procured, is properly maintained, and indicating the expiration date. CARRIER shall provide BROKER written notice of cancellation or material

modification of the policies at least thirty (30) days prior to such cancellation or modification. In addition, BROKER and SHIPPER shall be named, included or added as additional insured on CARRIER's CGL and AL policies and SHIPPER as loss payees on the Cargo policy as evidenced by an endorsement on the certificates of insurance. Upon request of BROKER, CARRIER shall provide BROKER with copies of the applicable insurance policies. All insurance policies required to be maintained under this Agreement shall be procured from insurance companies rated at least A-VII or better by AM Best.

10. **INDEMNITY.** CARRIER shall defend, pay, reimburse, indemnify, and hold BROKER, its SHIPPER, consignor and consignee and each of their respective affiliated entities and their respective directors, officers, employees, agents and representatives (collectively "Indemnitees") harmless from and against all loss, liability, damage, claim, fine, cost or expense, including reasonable attorney's fees, arising out of or in any way related to the breach of Applicable Law or the performance or breach of this Agreement by CARRIER, its CARRIER Personnel and/or any other service providers performing services for CARRIER (collectively, the "Claims"), including, but not limited to, Claims for or related to personal injury (including death), property damage, payments to Drivers and CARRIER's possession, use, maintenance, custody or operation of the Equipment; provided, however, that CARRIER's indemnification and hold harmless obligations under this paragraph will not apply to the extent that any Claim is caused by the gross negligence or intentional wrongful conduct of the Party to be defended, indemnified, or held harmless. SHIPPER, consignor and consignee and their respective affiliated entities and their respective directors, officers, employees, agents and representatives shall each be a third party beneficiary of and shall be entitled to enforce liability obligations against CARRIER under this Section 10 of the Agreement.

11. **LIMITATION OF LIABILITY.**

1. **Limitation of Damages.** EXCEPT (i) AS REQUIRED BY APPLICABLE LAW, (ii) FRAUD, (iii) WILFUL MISCONDUCT, (iv) GROSS NEGLIGENCE, (v) DEATH, (vi) PROPERTY DAMAGE, (vii) BREACH OF CONFIDENTIALITY, OR (viii) INDEMNIFICATION, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, FOR ANY: (i) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE OR PROFIT OR DIMINUTION IN VALUE; (ii) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES, OTHER THAN FOR THE ISSUANCE OF ANY APPLICABLE SERVICE CREDITS PURSUANT THERETO; (iii) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY, OR (vi)



CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

2. Cap on Liability. EXCEPT (i) AS REQUIRED BY APPLICABLE LAW, (ii) FRAUD, (iii) WILFUL MISCONDUCT, (iv) GROSS NEGLIGENCE, (v) DEATH, (vi) PROPERTY DAMAGE, (vii) BREACH OF CONFIDENTIALITY, OR (viii) INDEMNIFICATION, IN NO EVENT WILL THE AGGREGATE LIABILITY OF EITHER PARTY UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, EXCEED ONE TIMES (1X) THE AGGREGATE AMOUNT PAID OR PAYABLE UNDER THIS AGREEMENT IN THE TWELVE-MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO LIABILITY. EACH PARTY ACKNOWLEDGES THAT THE AMOUNTS PAYABLE HEREUNDER ARE BASED IN PART ON THESE LIMITATIONS. THE Parties AGREE THAT THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
12. CONFIDENTIALITY AND NON-SOLICITATION. CARRIER shall provide records of all Shipments transported under this Agreement to BROKER upon request, regardless of whether this Agreement remains in effect at the time of such request. Neither Party may disclose the terms of this Agreement to a third party without the written consent of the other Party except (1) as required by law or regulation; (2) disclosure is made to its accountants, tax advisors, attorneys, or any parent, subsidiary or affiliate company; or (3) to facilitate rating or auditing of transportation charges by an authorized agent and such agent agrees to keep the terms of the Agreement confidential. During the term of this Agreement and for a period of six (6) months after termination of this Agreement, CARRIER will not accept freight from any SHIPPER when: (1) the availability of such freight first became known to CARRIER as a result of BROKER's efforts or (2) the traffic of the SHIPPER was first tendered to CARRIER by BROKER. The obligations in the prior sentence shall not prevent CARRIER from participating in and accepting awards through a formal bid process. BROKER shall not use CARRIER's name or identity in any advertising or promotional communications without written confirmation of CARRIER's consent. CARRIER shall not use BROKER's or the SHIPPER's name or identity in any advertising or promotional communications without written confirmation of BROKER consent.

13. **SUB-CONTRACT PROHIBITION.** CARRIER specifically agrees that all freight BROKER tenders shall be transported on Equipment operated only under the authority of CARRIER and that CARRIER shall not in any manner sub-contract, broker, or in any other form arrange for the freight to be transported by a third party without the prior written consent of BROKER. If CARRIER violates the above prohibition, in addition to any other rights and remedies available to BROKER, BROKER may, in its sole discretion, pay the underlying third-party carrier directly, and such payment will relieve BROKER of any and all payment obligations to CARRIER with respect to such load.
14. **INDEPENDENT CONTRACTORS.** Notwithstanding anything to the contrary herein, The relationship between the Parties is non-exclusive. BROKER, in furnishing the Platform and Services to CARRIER, is acting only as an independent contractor. No relationship of employment, franchise, agency, fiduciary, partnership or joint venture is created by this Agreement or any Statement of Work. Neither Party can use the other Party's trade-marks, trade names, logos, domain names or other indicia of source, affiliation or sponsorship, in each case, without the prior written express consent from such Party. Except as set forth herein, neither Party may bind the other Party to any contract or agreement with a third party. Nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture or employment relationship between the Parties and any of their employees or agents. Neither Party is authorized to make any representation, contract or commitment on behalf of the other Party. Neither Party nor any of their employees will be entitled to any of the benefits that the other Party may make available to its employees, including, but not limited to, group health or life insurance, profit-sharing or retirement benefits.
15. **ANTI-BRIBERY REPRESENTATIONS AND WARRANTIES:** Carrier represents and warrants that:
1. Carrier and its officers, directors, employees, agents, and anyone acting on its behalf (collectively, the "**Representatives**") are in compliance with all applicable anti-bribery and anti-corruption laws, including the US **Foreign Corrupt Practices Act** and Canadian **Corruption of Public Officials Act**.
  2. Neither Carrier nor any of its Representatives has, directly or indirectly, offered, paid, promised, or authorized the giving of money or anything of value to any:
    - (a) Government Official;
    - (b) person or entity; or
    - (c) other person or entity while knowing or having reason to believe that some portion or all of the payment or thing of value will be offered, given, or promised, directly or indirectly, to a Government Official or another person or entity;

for the purpose of:

- (d) influencing any act or decision of such Government Official or such person or entity in [his/her] or its official capacity, including a decision to do or omit to do any act in violation of [his/her] or its lawful duties or proper performance of functions; o
- (e) inducing such Government Official or such person or entity to use [his/her] or its influence or position with any Government Entity or other person or entity to influence any act or decision;

in order to obtain or retain business for, direct business to, or secure an improper advantage for Carrier.

16. **MISCELLANEOUS.** CARRIER may not assign or transfer this Agreement in whole or in part absent the prior written consent of BROKER. This Agreement shall be binding upon and inure to the benefit of the Parties. In the event the operation of any portion of this Agreement results in a violation of any Applicable Law, the Parties agree that such portion shall be severable and the remaining provisions of this Agreement shall continue in full force and effect. CARRIER and BROKER expressly waive any and all rights and remedies allowed under 49 U.S.C. § 14101, to the extent such rights and remedies conflict with this Agreement. Failure of BROKER to insist upon CARRIER's performance under this Agreement or to exercise any right or privilege arising hereunder shall not be a waiver of any BROKER's rights or privileges herein. This Agreement constitutes the entire agreement of the Parties with reference to the subject matters herein and may not be changed, waived, or modified except in writing signed by both Parties.
17. **NOTICE.** All notices or other communications required or permitted by this Agreement shall be effective upon receipt; shall be in writing; and shall be personally delivered, or mailed by registered or certified mail, return receipt requested, or sent by an overnight delivery service that provides proof of delivery as follows: If to Broker: HWY LABS, Inc. 900 Lafayette St, #307, Santa Clara, CA 95050, USA. If to CARRIER: CARRIER address set forth on signature page
18. **APPLICABLE LAW AND VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to its choice or conflict of law provisions. CARRIER hereby consents to exclusive jurisdiction and venue in the state and federal courts for Santa Clara County, California. In the event of a dispute, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.
19. **DISPUTE RESOLUTION, MEDIATION AND BINDING ARBITRATION.** In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the parties hereto shall use their best efforts to settle the

dispute, claim, question, or disagreement (collectively the “Dispute”). To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties including escalation to senior management. If they do not reach such solution within a period of 30 days, then, upon notice by either Party to the other, the Dispute shall be submitted to mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration or some other dispute resolution procedure. finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules. If a dispute arises out of or relates to this Agreement, or the breach thereof, and if the dispute cannot be settled through negotiation, the Parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration or some other dispute resolution procedure. If the Parties are unable to resolve the Dispute through Mediation, the Dispute shall be settled by binding, mandatory arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The Dispute will be submitted to one Arbitrator, who will be agreed to by both Parties. Discovery shall be limited to one set of interrogatories, one set of request for admissions, one set of document requests, and one deposition of the person identified by the applicable most knowledgeable of the Dispute. The decision of the Arbitrator shall be final and binding on the Parties and not appealable.

THIS AGREEMENT AND SCHEDULE A, ATTACHED HERETO, IS BINDING UPON THE ABOVE DEFINED Parties. BY SIGNING UP FOR THE SERVICES AND/OR ACCESS TO THE PLATFORM, THE CARRIER AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT AND SCHEDULE A, ATTACHED HERETO.

BY CLICKING THROUGH THIS AGREE, CARRIER ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT AND SCHEDULE A, ATTACHED HERETO, AND AGREE TO BE BOUND BY IT WHETHER OR NOT IT ACTUALLY SIGNS THE AGREEMENT.

BY DOING SO, YOU ACCEPT AND APPROVE THIS AGREEMENT AND SCHEDULE A, ATTACHED HERETO, AND YOU ACKNOWLEDGE THAT THIS AGREEMENT, SCHEDULE A, ATTACHED HERETO, AND THE TERMS AND CONDITIONS SET FORTH HERIN AND THEREIN ARE ENFORCEABLE AGAINST YOU.

YOU ACKNOWLEDGE THAT THIS AGREEMENT CONTAINS A BINDING ARBITRARY CLAUSE AND YOU HEREBY WAIVES ANY RIGHTS IT MAY HAVE TO TRIAL BY JUDGE OR BY JURY.

## Schedule A

### Additional Obligations of Carrier and Broker

1. Carrier shall, at its sole cost and expense, operate its vehicles and equipment in lawful manner and maintain the same in full compliance with the requirements of the Federal Motor Carrier Safety Regulations (“FMCSR”);
2. Carrier shall bear the cost of all fuel, tires and other supplies necessary for the safe operation of its vehicles;
3. Each driver utilized by Carrier to provide services under this Agreement (“Driver”) shall hold a valid Commercial Drivers’ License (“CDL”) and shall otherwise meet all of the physical, training and other legal qualifications for commercial motor vehicle drivers;
4. Carrier shall ensure that each Driver is subject to drug and alcohol testing as required by law;
5. Broker and its Carriers shall comply with all regulations applicable to the Services and require all personnel to maintain the highest standards of professionalism in the performance of the Services;
6. Broker and its Carriers shall verify that any workers performing Services are authorized and eligible to perform services as employees in the United States;
7. Carrier shall supply all necessary load securement devices, secure the load, and provide any other accessories necessary to transport Shipper’s freight lawfully and safely;
8. When any part of a load has been secured by any party other than Carrier, Carrier shall inspect, and as necessary, correct, the load securement to ensure compliance with all applicable laws and regulations;
9. Carriers shall pickup, transport, and deliver freight tendered by Shipper in strict compliance with Shipper’s schedules for pickup, transportation and delivery;
10. If a claim occurs, all pending payment(s) to the Carrier will not be released until the claim is resolved;
11. Carriers Driver should make the best effort for on-time pickup and on-time delivery. Hwy Haul should be notified right away via an email if any uncontrollable delay, for example, mechanical breakdown or weather condition. Failure to keep on-time promise may result in a late fee;
12. Broker shall be responsible for dispatching Carriers and equipment to meet Shipper’s transportation requirements; and
13. Unless otherwise agreed to in writing, Broker and its Carriers shall obtain all required permits, pilot cars and other accessorial services.