

MASTER TRANSPORTER AGREEMENT

This Master Transporter Agreement (“Agreement”) is entered into by and between USAL Solutions, LLC (“USAL Solutions”), having its principal place of business at 2002 Westfield Loop Road, Houston, TX 77073 and _____ (“Transporter”), having its principal place of business at _____.

1. Term and Termination

- a) This Agreement shall become effective _____, 20____ (the “Effective Date”). Transporter acknowledges and agrees that Transporter’s one-time execution of this Agreement subjects Transporter to the terms of the Agreement whenever and for as long as Transporter is providing Services (as described in Section 3 below) to USAL Solutions covered by this Agreement unless the parties agree otherwise in writing or unless this Agreement is otherwise terminated as provided for herein.
- b) Either party may terminate this Agreement for any reason at any time upon written notice to the other party. If Transporter terminates the Agreement, the effective date of the termination may not be prior to Transporter completing work in progress, unless USAL Solutions in its sole discretion requests that Transporter not complete the work in progress. If USAL Solutions terminates the Agreement, Transporter will complete any work at USAL Solutions’ sole discretion.

2. Transporter’s Operating Authority and Compliance with Law

- a) USAL Solutions is a property broker engaged in the business of arranging transportation of vehicles (each a “Vehicle”) on behalf of its customers (each a “Customer”). Transporter represents and warrants that it is duly and legally qualified in accordance with all federal, state, provincial, territorial, and local laws, statutes, regulations, rules, and ordinances (collectively, “Applicable Law”) to provide, as a contract motor carrier, transportation services of Vehicles.
- b) Transporter further represents and warrants that it does not have an unsatisfactory or unfit safety rating issued by any regulatory authority with jurisdiction over Transporter’s operations, including, but not limited to, the Federal Motor Carrier Safety Administration (“FMCSA”) of the U.S. Department of Transportation (“DOT”). Transporter further agrees to comply with all Applicable Law in the performance of its services under this Agreement.
- c) In the event that Transporter receives a conditional, unsatisfactory or unfit safety rating, is notified that it may receive a conditional, unsatisfactory or unfit safety rating, fails to maintain insurance required hereunder, is notified that such insurance may become ineffective or is otherwise prohibited by Applicable Law from performing services hereunder, Transporter shall immediately notify in writing USAL Solutions of such fact and shall not carry any loads or goods tendered to Transporter by USAL Solutions until such prohibition on operations is removed or until otherwise notified by USAL Solutions. Transporter shall be solely responsible for its day to day operations including, but not limited to, ensuring that transportation of shipments is accomplished in accordance with all Applicable Law and ensuring shipments are not damaged in transit.
- d) Transporter shall be solely responsible for compliance with all provisions of Applicable Law regarding air quality and environmental standards including, but not limited to, those of the California Air Resources Board (“CARB”). By entering into this Agreement, Transporter acknowledges and agrees that it is aware of applicable CARB regulations, including the Truck and Bus Regulation (“TBR”) at 13 C.C.R. § 2025, the Drayage Truck Regulation (“DTR”) at 13 C.C.R. § 2027, and the Tractor Trailer Greenhouse Gas (“GHG”) regulation at 17 C.C.R. § 95300 et. seq., and has adopted policies and procedures to ensure compliance with such regulations, as they may be revised, adopted, and amended from time to time. Transporter shall only dispatch and operate compliant vehicles and shall maintain shipment specific records evidencing such compliance, which records shall be provided to USAL Solutions upon request.
- e) Transporter represents and warrants that it will not perform services pursuant to this Agreement at any time while Transporter is included on the list of port trucking companies with unsatisfied court judgments, tax assessments or tax liens published by the California Labor Commissioner pursuant to Cal. Labor Code § 2810.4.
- f) Transporter shall be responsible for ensuring compliance with those customs and security laws that are applicable to Transporter transporting goods either domestically in the U.S. or for import or export from or to the U.S. Without limiting the foregoing, if Transporter agrees to transport goods which are required by U.S. Customs and Border Protection (“CBP”) to be covered by a bond, Transporter warrants and represents that: (i) Transporter holds a valid type 2 custodial bond; (ii) Transporter will comply with all laws, rules, regulations and policies or procedures applicable to transportation of bonded cargo including, but not limited to, reporting notice of arrival of bonded cargo within the time limits required by applicable customs authorities; and (iii) Transporter will fully cooperate with USAL and any Customer in the investigation, mitigation, and response to any fine, penalty or demand for liquidated damages assessed by any customs authority with respect to goods transported by Transporter including, but not limited to, providing all records requested by USAL.

3. Services

- a) USAL Solutions shall notify Transporter of the need for the Transporter’s Services by completing and transmitting to Transporter or its designated agent a load sheet describing the Vehicles to be transported and the origins and destinations. Transporter will accept or reject any request for services within 2 hours. Failure to respond within such timeframe will be deemed a rejection.
- b) Each consignment of Vehicles accepted by Transporter under this Agreement will be accompanied by a bill of lading in a form acceptable to USAL Solutions identifying the carrier, the vehicle(s) tendered for transportation, and the origin and destination

points. Bills of lading may be in paper or electronic form. Upon request, Transporter will, at Transporter's sole cost and expense, ensure that each of its drivers has the ability to use electronic bills of lading and to transmit such bills of lading to USAL Solutions directly via means identified by USAL Solutions. The fact that USAL Solutions is named as a "carrier" upon any applicable bill of lading shall not affect its status as a property broker.

- c) USAL Solutions shall list and identify in the bill of lading the Vehicles to be loaded; the point of origin and the point of destination for the transporting and delivery of the Vehicles listed in such bill of lading; the dates on which the loading and delivery are to occur; and any special instructions.
- d) Any changes to the bill of lading must be approved in writing by USAL Solutions. In no event will any provisions in any bill of lading, or any other shipment specific documentation (including, but not limited to any bill of lading) or any terms or conditions of service maintained by Transporter, including, but not limited to any tariff or similar documentation, apply to any services rendered by Transporter pursuant to this Agreement.
- e) Transporter agrees to comply with any instructions noted in the bill of lading, or otherwise provided to Transporter by USAL Solutions or its Customer, as well as with the service performance standards detailed in Attachment A, attached hereto and incorporated herein. Under no circumstances may Transporter mix USAL Solutions Vehicles with the vehicles, products, items, freight, or otherwise of other customers on the same load without prior written approval from USAL Solutions.
- f) If Transporter is not able to satisfy USAL Solutions' requirements as stated in the bill of lading, Transporter shall immediately notify USAL Solutions as to which requirement it cannot meet and an alternative, if applicable, in order to satisfy USAL Solutions' requirement. USAL Solutions may accept or reject Carrier's proposed resolution in USAL Solutions' sole discretion.
- g) USAL Solutions shall not be and is not under any obligation to utilize the Services of Transporter for any particular Vehicles, and may contract with any other similar service provider during the term of this Agreement or for particular Services as described in any bill of lading.
- h) Prior to accepting any Vehicle for transportation, Transporter shall ensure that the Vehicle in question is the Vehicle identified in the bill of lading, shall perform a walk around inspection of the Vehicle, which inspection must be conducted in accordance with Automotive Industry Action Group ("AIAG") requirements, shall note any damage in the space provided on the bill of lading (whether in paper or electronic form) and shall obtain the signature of the representative of the Customer or other party tendering the Vehicle for transportation. Transporter is responsible to include the AIAG code corresponding to any damage on the bill of lading at the time of initial pick-up. Transporter shall load onto and unload from its transport trucks the Vehicles, and shall maintain vigilant supervision of the Vehicles at all times they are in the possession of Transporter. Transporter shall provide, or cause to have provided, the necessary personnel, required licenses, equipment, tools, skill and other resources to competently, safely, timely, lawfully and completely perform the Services. Transporter shall maintain its equipment and tools in good operating condition, and mechanical failure or disruption shall not be regarded as a force majeure event.
- i) Transporter shall be solely responsible for the costs and expense of providing its services and for controlling the method, manner and means of accomplishing Transporter's services. Transporter or its driver are responsible for determining the appropriate route for transportation. Any directions provided by USAL Solutions to Transporter are provided as a convenience only and Transporter shall have no obligation to follow such directions.
- j) In the event of any damage to the Vehicles, delay in performance of services, or any accident, Transporter shall immediately notify USAL Solutions by calling the emergency number(s) provided to Transporter in Exhibit C attached hereto.

4. Rates and Payment

- a) Rates for services will be communicated by USAL Solutions to Transporter in writing from time to time and may be updated or revised at any time upon written notice to Transporter from USAL Solutions.
- b) USAL Solutions will pay Transporter the rates agreed upon by the parties within thirty (30) days of Transporter's provision of valid proof of delivery as long as such proof of delivery is provided in accordance with the timeframes established herein.
- c) Transporter will provide proof of delivery of Vehicles no later than twenty-four (24) hours of delivery (or immediately upon delivery if the consignment is evidenced by an electronic bill of lading). For purposes of this provision, proof of delivery must include (1) the signature of the recipient's representative, or in the case of recipient's refusal to sign or unavailability due to after-hours delivery, the signature of the Transporter's representative making such delivery with a notation as to why recipient's representative did not sign; (2) and date/time from each point of delivery destination indicated on the bill of lading; and (3) if any damage is noted at pick-up or delivery, the AIAG code corresponding to such damage on the bill of lading at the time of initial pick-up.
- d) Notwithstanding anything to the contrary herein, USAL Solutions shall have the right to offset any amount owed to USAL Solutions against amounts owed by USAL Solutions to Transporter at any time, specifically including, among other things, the costs associated with any damage to the Vehicles during the Services or any other damage caused by Transporter as set forth in Attachment B which is incorporated as if fully set forth herein.
- e) Transporter's failure to provide USAL Solutions with a legible copy or photocopy of the bill of lading or other proof of delivery with required signatures will result in Transporter being held responsible to USAL Solutions for any and all revenues that are uncollected by USAL Solutions because of Transporter's failure to provide needed support paperwork to USAL Solutions.
- f) Transporter agrees that USAL Solutions has the exclusive right to handle all billing of freight charges to the Customer for the transportation services provided herein, and, as such, Transporter agrees to refrain from all collection efforts against the

shipper, receiver, or the Customer unless USAL Solutions, in its sole discretion, expressly authorizes Transporter in writing to collect from any such party, in which case, Transporter's sole recourse will be against such party. Upon receipt of payment by USAL Solutions, any right of Transporter to payment from the Customer or any other third-party for services performed will be automatically assigned to USAL Solutions.

- g) Claims for undercharges must be brought within 180 days of Transporter's receipt of the payment giving rise to such undercharge claim. Assuming Transporter has complied with the foregoing invoicing obligations, Transporter shall bring suit related to unpaid freight charges or undercharges within 12 months of the date of delivery or its right to sue or otherwise seek payment shall be waived.

5. Status of Parties

- a) Transporter shall be, and shall at all times conduct itself as, an independent contractor of and to USAL Solutions. Transporter is responsible for the acts and omissions of any and all individuals used in the performance of transportation services undertaken pursuant to any bill of lading. USAL Solutions shall not direct or supervise the efforts of Transporter or its agents and employees; USAL Solutions is only interested in the performance, results and outcome of the Services and Transporter's adherence to the terms, provisions and conditions of this Agreement. Neither Transporter nor its agents and employees shall be entitled to any employment or statutory benefits provided or sponsored by USAL Solutions to its employees, nor shall Transporter, its agents and employees conduct or hold themselves out as employees of USAL Solutions.
- b) Transporter is solely responsible for all costs and expenses of every kind in connection with the providing the Services, including without limitation the necessary labor, equipment, maintenance and operation of equipment, fuel fees for licenses or permits and all local, state and federal taxes.
- c) Transporter shall be solely responsible for ensuring, and will ensure, at Transporter's cost and expense, that such personnel are fully qualified to perform services hereunder, and that such personnel have access to all locations into which access is necessary to perform services under this Agreement. Without limiting the foregoing, Transporter shall ensure that any personnel providing services have sufficient hours available to complete scheduled deliveries in accordance with, and without violation of, applicable hours of service regulations. Transporter shall be solely responsible for determining whether scheduled services can be completed without violation of Applicable Law, and if services cannot be completed without violation of Applicable Law, shall notify USAL Solutions prior to acceptance of load. Without limiting the foregoing, USAL Solutions reserves the right to refuse to allow an employee or agent of Transporter to load or perform any other Services pursuant to this Agreement at any time if USAL Solutions suspects that such employee or agent is under the influence of drugs, alcohol, mind altering substances, or is otherwise impaired or not in compliance with Applicable Law. USAL Solutions will have the right but not the obligation to offload Vehicles that have been loaded prior to discovery or suspicion.

6. Indemnification and Insurance

Notwithstanding any provision in this Agreement to the contrary, Transporter, on behalf of its heirs, assigns, contractors, subsidiaries and affiliates, agrees to release, indemnify, defend and hold harmless USAL Solutions, its Customers, the consignor and consignee, and each of their parent and affiliated entities and any and all of their officers, directors, agents, servants, employees, associates, representatives, shareholders, beneficiaries, shareholder heirs, successors, and assigns (each, an "Indemnitee") from any demands, damages, losses, causes, suits, penalties, fines, costs and expenses (including without limitation, reasonable attorney's fees and professional's fees and court costs) arising from the negligence or other acts or omissions of Transporter, its contractors or subcontractors, and any of their employees, agents, representatives or independent contractors in the performance of transportation services covered by this Agreement or any bill of lading including, but not limited to, claims for bodily injury, death and/or for property damage or destruction (including without limitation, the Vehicles), and fines, penalties or liquidated damages assessed by or on behalf of governmental authorities. Transporter's indemnification responsibilities herein also shall include injuries to and death of, and/or damage to or destruction of the property of, its employees, contractors and/or agents. The foregoing notwithstanding, Transporter's obligation to hold harmless and indemnify an Indemnitee shall not apply to the extent any claim is found by a court of appropriate jurisdiction to have been caused by the negligence or intentional misconduct of Indemnitee. Each Indemnitee is an intended third party beneficiary of the provisions of this Agreement.

During the term of this Agreement Transporter agrees to maintain and pay the cost of the following insurance:

'WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY COVERING all of its employees with no less than \$1,000,000 or the minimum limits as required by applicable law, whichever is greater. If Transporter is not required to maintain workers' compensation with respect to any individuals providing transportation services pursuant to this Agreement, then Transporter will ensure that any such individual is covered by occupational accident insurance with limits of not less than \$1,000,000 per occurrence. Any coverages maintained pursuant to this section *will contain a Waiver of Subrogation clause in favor of USAL Solutions.*

COMMERCIAL GENERAL LIABILITY including Personal Injury, Products and Completed Operations Liability, independent contractor's coverage and coverage for liability assumed under contract, with a minimum limit of **\$1,000,000** per occurrence combined for Bodily Injury, Personal Injury and Property Damage Liability.

BUSINESS AUTO LIABILITY covering any vehicle used in Transporter's business with a minimum limit of **\$1,000,000** per accident combined for Bodily Injury, Property Damage, and Pollution Liability.

MOTOR TRANSPORTER CARGO LIABILITY insuring Transporter's liability for loss or damage to cargo property during the entire time property of USAL Solutions is being loaded, transported, unloaded or is otherwise in the care, custody or control of Transporter with minimum limits of not less than the following: (a) for trailing equipment with capacity to carry four or fewer Vehicles, **\$250,000** per occurrence; and (b) for trailing equipment with capacity to carry five or more Vehicles, **\$500,000** per occurrence. Insurance required under this section will have no exclusions from or conditions to coverage likely to result in denial of claims arising from services under this Agreement including, but not limited to, exclusions for unattended or unattached trailers, criminal misconduct, or exclusions for coverage to Vehicles, including repairs thereto.

USAL Solutions shall be named as an Additional Insured on Transporter's Commercial General, Motor Carrier Cargo Liability, and Business Auto Liability Policies having without limitation all of the rights of the named insured under the policy and the policy shall contain a waiver of subrogation clause in favor of USAL Solutions. Transporter shall maintain all insurances required hereunder from underwriters having at least an A+ rating from Best's; and shall provide USAL Solutions at least thirty (30) days written notice prior to any change within any of the required policies. Transporter also agrees to perform the notification requirements to USAL Solutions and/or its agents as identified on Attachment C, as incorporated herein. Transporter will provide USAL Solutions with copies of each policy upon request.

7. Cargo Loss

- a) In addition to the indemnification obligations in Section 6 above, Transporter shall have care, custody and control of the Vehicles from the time USAL Solutions makes the Goods available for loading until Transporter unloads and delivers the Vehicles at the point of delivery and shall be liable for loss, damage or destruction to any such Vehicle as a "carrier" pursuant to the Carmack Amendment as currently codified at 49 U.S.C. § 14706. Transporter shall be fully and solely responsible for the safety of, damage to and loss of any of the Vehicles while same is/are in the care, custody and control of Transporter. Transporter's liability will be calculated in accordance with Attachment B.
- b) Transporter shall have the right to inspect all Vehicles prior to loading and shall, without limitation, be liable for all damages that would have been disclosed by an inspection carried out in accordance with the provisions of this Agreement unless such damage is noted on the bill of lading and acknowledged by the consignor prior to loading.
- c) Transporter waives any Applicable Law regarding processing of claims and handling of salvage, including, but not limited to, the provisions of 49 C.F.R. Part 370. Transporter shall pay to USAL Solutions, or allow USAL Solutions to deduct from the amount USAL Solutions owes Transporter, the loss of value in the Vehicles as defined in Attachment B incorporated herein. In no event shall Transporter arrange for repairs to any Vehicle unless USAL Solutions expressly approves such repairs in writing, which approval may be withheld in USAL Solutions' sole discretion. Transporter shall fully assist USAL Solutions in investigating any claim for cargo loss, damage, delay, or destruction.
- d) Transporter waives any right to salvage goods subject to this provision, as well as any right to claim an offset for the value of salvage.
- e) Exclusions from coverage contained in Transporter's Cargo Insurance as required herein shall not affect Transporter's liability for freight loss, damage, or delay. Without limiting Transporter's contractual liability to USAL Solutions hereunder, Transporter acknowledges and agrees that USAL Solutions may, in its sole discretion, but is not required to, pursue claims for cargo loss and damage on behalf of its Customer, and in such instances is not required to obtain an assignment of claim from its Customer in order to pursue such a claim.

8. Subcontract Prohibition

Transporter specifically agrees that all freight tendered to it by USAL Solutions shall be transported on equipment operated only under the for-hire motor carrier authority of Transporter, and that Transporter 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 USAL Solutions. In the event that Transporter breaches this provision, Transporter shall remain directly liable to USAL Solutions as if Transporter transported such freight under its own authority in accordance with this provision, and shall further hold harmless and indemnify USAL Solutions from any and all loss, liability, damage, claim, fine, cost or expense, including reasonable attorney's fees, arising out of or in any way related to the use of any subcontractor in violation of this provision regardless of whether arising from the conduct or omissions of Transporter, the subcontractor, or any other third party. If Transporter in any manner sub-contracts, brokers, or otherwise arranges for freight to be transported by a third party, in addition to any other rights and remedies available to USAL Solutions, USAL Solutions may, in its sole discretion, pay the underlying carrier directly, which payment will relieve USAL Solutions of any and all payment obligations to Transporter with respect to such load.

9. Force Majeure

No failure or omission by either party in the performance of any of its obligations under this Agreement shall be deemed a breach of this Agreement, nor create any liability or give rise to any right to terminate this Agreement, if the same shall arise from or as a consequence of a general strike, labor dispute, lockout, fire, flood, severe weather or other act of God, war, insurrection, civil disturbance, embargoes of Vehicles by any government or any other governmental action, or any other cause beyond the reasonable control of such party. Each party shall notify the other of any material change in conditions or the occurrence of any event that interferes or threatens to interfere with the performance of any of its obligations under this Agreement. The foregoing notwithstanding, Transporter is liable for loss or damage due to weather, including hail, in any situation where Transporter does not follow the shortest route as determined by an industry standard routing guide.

10. Notices

Any notice to be given or made hereunder shall be in writing, shall be effective when received and shall be sent via courier, or certified or registered mail, return receipt requested, postage prepaid to the following address or such other address specified by either party by similar notice:

(a) If to USAL Solutions:

USAL Solutions, LLC
Attn: Senior Manager, Network Logistics
2002 Westfield Loop Road
Houston, Texas 77073

With copy to:

Legal Department, USAL Solutions, LLC
1375 Enclave Parkway
Houston, Texas 77077

(b) If to Transporter:

Title: _____

Transporter Name: _____

Address: _____

City, State, ZIP: _____

11. Confidentiality

Transporter may, in the course of performing its responsibilities under this Agreement, be exposed to or acquire confidential and/or proprietary information of USAL Solutions, its affiliates and/or its Customers. Transporter agrees to maintain in confidence and will not disclose or use, either during or any time after the term of this Agreement, any such confidential information. In addition, Transporter shall not disclose or publish, and shall not permit the publication of, in any manner or media, the existence or terms of this Agreement, any actual or potential business relationship between Transporter and USAL Solutions, or the logo(s) or any other intellectual property of USAL Solutions, its affiliates and/or its customers. Transporter waives the right to access records of USAL Solutions pursuant to 49 C.F.R. Part 371.

12. Non-Solicitation

Transporter will not accept traffic, either directly or indirectly, from any shipper, consignor, consignee or Customer of USAL Solutions where the traffic of the shipper, consignor, consignee or customer of USAL Solutions was first tendered to Transporter by USAL Solutions. If Transporter breaches this paragraph during the term of this Agreement or for twelve (12) months thereafter, Transporter shall be obligated to pay USAL Solutions, for a period of fifteen (15) months thereafter, commissions in the amount of thirty-five percent (35%) of the transportation revenue resulting from traffic transported in violation of this provision, and Transporter shall provide USAL Solutions with all documentation requested by USAL Solutions to verify such transportation revenue.

13. Miscellaneous Provisions

- a) Any failure of either party to enforce at any time the provisions of this Agreement or any rights or remedies with respect thereto or to exercise any election herein provided shall not constitute a waiver of any such provision, right, remedy or election or in any way affect the validity of any thereof or of this Agreement. The exercise by either party of any of its rights, remedies or elections under the terms of this Agreement shall not preclude or prejudice such party's right to exercise at any other time the same or any other right, remedy or election a party may have hereunder, including the right to sue for breach without terminating this Agreement.
- b) This Agreement embodies the entire understanding between the parties as to the subject matter hereof and there are no prior representations or warranties concerning the subject matter between the parties relating hereto. No course of conduct, or any modification, renewal, extension or waiver of this Agreement or any of its provisions shall be binding unless in writing.
- c) This Agreement shall not be transferred, conveyed, assigned or otherwise disposed of in whole or in part by any party hereto by operation of law or otherwise, without the prior written consent of the other party, and without such prior written consent any such prohibited act shall be of no force or effect and at the other party's option shall immediately terminate this Agreement.
- d) The provisions of Sections 6, 7, 10, 11, 12 and 13 shall survive indefinitely the termination or expiration of this Agreement.
- e) Transporter represents and warrants to USAL Solutions that Transporter is not a party to any Agreement which would prevent it from fulfilling its obligations under this Agreement.
- f) Transporter represents and warrants to USAL Solutions that Transporter is not subject to any liens that would inhibit its ability to perform services detailed in the bill of lading or that would place Vehicles at risk.
- g) The headings to the various sections of this Agreement are merely intended to facilitate reference, do not form a part of this

Agreement and shall not affect the interpretation hereof.

- h) Transporter and USAL Solutions expressly waive any and all rights and remedies allowed under 49 U.S.C. § 14101 to the extent that such rights and remedies conflict with this Agreement. Except to the extent governed by federal law, this Agreement and the parties' conduct shall be governed, construed and enforced in accordance with the laws of the State of Texas, and the parties each agree to subject itself to the exclusive personal jurisdiction of the federal and state courts located in Harris County, Texas. The parties hereto agree to waive trial by jury. The foregoing notwithstanding, if USAL Solutions is a party to a lawsuit involving a third-party, including any Customer, with respect to any claim with respect to which Transporter has potential liability to USAL Solutions, USAL Solutions may initiate suit against Transporter in the same jurisdiction where the lawsuit involving USAL Solutions is pending. The parties hereby agree to the jurisdiction of such courts, and waive any defenses to venue in or personal jurisdiction of such courts.
- i) Each party shall engage in, and shall cause its authorized agents to engage in, all acts required by this Agreement in full compliance with all applicable federal, state and local laws, rules and regulations, including but not limited to the laws identified at www.ustreas.gov/offices/enforcement/ofac
- j) In no event whatsoever shall Transporter exercise a lien on any Services or Vehicles for reason of a claim relating to this Agreement, or otherwise withhold delivery or possession of a Vehicle.
- k) If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction or by a request, direction or indication of a governmental agency or department having subject matter jurisdiction to be invalid or unenforceable, the remainder of the provisions shall continue in full force and effect unless the rights and obligations of the parties have been materially altered or abridged by such invalidation or unenforceability.

IN WITNESS WHEREOF, the parties have agreed to the terms of this Agreement on the first date mentioned above.

USAL Solutions:

USAL Solutions, LLC

By: _____

Name: _____

Title: _____

Transporter:

[_____]

By: _____

Name: _____

Title: _____

Attachment A

Service Performance, Equipment, Personnel Standards and General Notes

General Service Performance Standards

1. Transporter's damage ratio will be measured and reviewed monthly by USAL Solutions. Transporter must report all notations and damages to USAL Solutions Claims immediately upon delivery. Damages must be noted and approved on the bill of lading for the claim to be valid. "Subject to Inspection" deliveries are prohibited.
2. Transporter must maintain an on-time dispatched delivery performance level acceptable as determined by USAL Solutions (time, date and signatures) as measured on a monthly basis. Transporters exhibiting conduct indicating a performance level that is or may be less than the USAL Solutions acceptable level may be subject to review by USAL Solutions. USAL Solutions may, at its discretion, discontinue business with Transporter and terminate this Agreement.
3. Transporter must secure all cargo in accordance with OEM/Customer and USAL Solutions guidelines.

Equipment Standards

1. All transport equipment should be equipped with Soft Tie Straps meeting DOT, USAL Solutions, and Customer/OEM standards.
2. All Soft Tie Straps are required to have two (2) cleats per strap.
3. All equipment must be clean and meet DOT standards. Any equipment deemed not to meet the minimum standards can be refused loads.
4. Equipment must be free of car manufacturer logos except those approved by USAL Solutions. No profane or inappropriate stickers or murals are allowed. Any surface spoiled by leaks, including but not limited oil and hydraulic fluid, must be cleaned by Transporter to the satisfaction of the property owner and in accordance with State and Federal Law.

Supplier Personnel Standards

1. There is no drug, alcohol, tobacco use permitted at loading or unloading points.
2. Passengers other than Team Drivers are not permitted at any facilities of USAL Solutions, any of its affiliates or subsidiaries, or any Customer.
3. Animals must be kept secure in Transporter equipment at all times at any facilities of USAL Solutions, any of its affiliates or subsidiaries, or any Customer.
4. Transporter personnel clothing must meet all Customer requirements, including that it be clean and free of metal zippers, jean-studs, belt buckles, watches or exposed jewelry.
5. Cell phone usage is prohibited facility of USAL Solutions, any of its affiliates or subsidiaries, or any Customer or while equipment or cargo is in motion.
6. All Transporter personnel must wear shoes that have a slip resistant sole and be as clean as possible while handling cargo. Open toed shoes are not allowed at any time.

USAL Solutions, any of its affiliates or subsidiaries, and any Customer reserve the right to refuse any Transporter employee access to any USAL Solutions owned or Customer facility for any reason at any time.

Background Checks

1. Before allowing any individual to transport or operate any vehicle as part of the services, Transporter shall ensure that such individual (each, a "Driver") is screened and qualified in accordance with industry best practices and Applicable Law, including, without limitation, all applicable FMCSA and U.S. Department of Transportation regulations and any other U.S. or Canada federal, provincial, or state Laws related to the provision of the services. In addition, Transporter shall, prior to allowing any Driver to transport any vehicle as part of the Services, conduct: (a) a driving record check with the appropriate licensing authority in each jurisdiction where the Driver holds or has held a driver's license or motor vehicle operator's license permit during the preceding three (3) years, including the confirmation of a valid commercial driver's license, (b) an investigation of the Driver's safety performance history during the preceding three (3) years, including any Accidents as defined by 49 CFR § 390.5 or any applicable provincial law, (c) a social security number or social insurance number verification check, as applicable, (d) a criminal history check, and (v) an OFAC check. Transporter will also verify the identity and ongoing work authority of each of its employees and each Driver as required by United States and Canada immigration laws, as appropriate.
2. Transporter shall ensure that each Driver's accident record and any evidence that the Driver has violated any laws governing the operation of motor vehicles is considered in its selection of Drivers, and that great weight is given to violations, such as speeding, reckless driving, or operating while under the influence of alcohol or drugs or any such other violations that indicate that the Driver has exhibited a disregard for the safety of the public. Except as otherwise prohibited

by law, Transporter shall ensure that no individual is assigned to transport vehicles hereunder if the criminal background check reveals: (a) a discrepancy in the individual's social security number or address; (b) that such individual was charged with, plead guilty or no contest to, or forfeited bond or other collateral upon any felony (U.S.) or indictable offense (Canada); (c) that such individual has, in the three (3) year period preceding the date of the applicable assignment, been convicted of or plead guilty or no contest to, or forfeited bond or collateral upon any charge of any of the following, whether or not a felony: (i) Driving under the influence of drugs or alcohol, as prescribed by any Law, or having an alcohol concentration of 0.04 or greater while operating a motor vehicle; (ii) Illegal possession and/or distribution of drugs; (iii) A felony involving the use of a motor vehicle; (iv) Reckless, careless, dangerous, or negligent driving; or (v) Failing a drug test.

3. Transporter further agrees: (a) to conduct and review with respect to each Driver, at least every twenty-four (24) months, a seven (7) year criminal background and OFAC check and (b) to check the motor vehicle report of each Driver at least annually to ensure that the driver remains eligible to perform services in accordance with this Agreement and any standards that Transporter imposes on its driver personnel.

Attachment B

Loss Damage, Reimbursement and Disposition

1. **New Vehicles.** The provisions of this Article govern Transporter's liability for loss of or damage (including destruction) to new vehicles.

Actual Losses Damage Classification:

Damaged vehicles are classified by USAL Solutions in accordance with OEM rules and regulations. USAL Solutions classifies Damaged Vehicles into one of the three categories, depending on the severity, as follows:

- Class I: Repair and sell as new
- Class II: Repair and sell as used
- Class III: Do not repair and donate or scrap

USAL Solutions defines any vehicle damaged to the extent that it cannot be repaired and sold as new as a critically damaged vehicle (Class II or Class III). USAL Solutions will be the sole judge of what comprises a critically damaged vehicle, and will determine vehicle disposition subject to OEM guidelines.

Reimbursement and Vehicle Disposition:

- **Class I Vehicles:** Transporter will reimburse USAL Solutions for the entire repair cost, including any special surveys and/or associated transportation costs (e.g. towing costs) to a USAL Solutions Authorized repair facility. Transporter will also reimburse USAL Solutions for Market Value Difference. As used herein, the term "Market Value Difference" shall mean the difference between dealer cost and the net sale price (e.g.: the loss incurred by USAL Solutions in selling the vehicle with Class I damage). No salvage value offset shall be applied.
 - **Class II Vehicles:** Transporter will reimburse USAL Solutions for the entire repair cost, including any special surveys and/or associated transportation costs (e.g. towing costs) to a USAL Solutions Authorized repair facility. Transporter will also reimburse USAL Solutions for Market Value Difference as defined in the preceding paragraph. No salvage value offset shall be applied.
 - **Class III Vehicles:** Transporter will reimburse USAL Solutions for the entire dealer cost, less salvage value offset of 10% if donated or less actual realized salvage value if scrapped.
2. **Used Vehicles.** The provisions of this Article govern Transporter's liability for loss of or damaged (including destruction) to used Vehicles.

Transporter shall reimburse USAL Solutions for any and all costs to repair any and all damaged area(s) of a vehicle to new car standards and, in the event such area(s) of the vehicle cannot be repaired to new car standards in USAL Solutions' Customer's sole discretion, Transporter shall reimburse USAL Solutions for the replacement cost of the vehicle.

Attachment C
Outside Transporters Accident/Damage Contact
List

Accidents:

1. Dan Kepple, Senior Risk Manager: (Cell) 832-518-6399 (Office) 713-580-5808
2. Vera Patterson, Risk Management Lead: (Cell) 713-419-0196 (Office) 713-580-7408

Damages:

1. Dionna Toliver, Quality Specialist: (Office) 713-580-7417 (Cell) 346-203-0695
2. Janet Duran, Quality Specialist: (Office) 713-580-3785 (Cell) 346-313-5867
3. Email: Claims@USALSolutions.com

All damages and supporting documentation to be emailed to above address as a notification and include: Pictures, Description & AIAG Codes, and Last 8 digits of VIN.

Force Majeure and Major damages require immediate notification to any of the 3 contacts listed above.