

INDEPENDENT CONTRACTOR AGREEMENT

NOW Courier, Inc. ("COMPANY") and _____
("CONTRACTOR"), in consideration of the covenants and agreements contained herein enter into this Independent Contractor Agreement ("Agreement") on _____, 20 _____.

1. PROVISION OF SERVICES AND EQUIPMENT. During the term of this Agreement, CONTRACTOR shall provide COMPANY professional driving services, other incidental transportation related services, and the use of the equipment set forth in the attached Equipment Schedule (the "Equipment"). CONTRACTOR represents and warrants that CONTRACTOR has title to or is authorized to contract the Equipment and services to COMPANY. CONTRACTOR agrees to provide COMPANY with forty-eight (48) hours prior notice of periods when CONTRACTOR will be *unavailable* to provide services under this Agreement. During periods of *availability* CONTRACTOR agrees to be logged-on to COMPANY's designated electronic dispatch system. CONTRACTOR is free to substitute a different vehicle for the one constituting the Equipment if each of the specifications applicable to Equipment is met with respect to such different vehicle and COMPANY furnishes CONTRACTOR executes an amended Equipment Schedule.

2. DURATION OF AGREEMENT AND TERMINATION. This Agreement shall begin on the date set forth above and end exactly two (2) years thereafter. Either party may terminate this Agreement for any reason by giving seven (7) days' written notice to that effect to the other party. If CONTRACTOR terminates this Agreement without providing the requisite written notice to COMPANY then CONTRACTOR shall be charged back any costs incurred by COMPANY to obtain substitute services during the required time period. The ability of either party to terminate this Agreement shall in no way be interpreted as an at-will employment provision and shall not otherwise affect CONTRACTOR's status as an independent contractor under this Agreement. The effective date and time of termination shall be as set forth in the written notice or the receipt for Equipment issued by CONTRACTOR, whichever date is earlier. CONTRACTOR shall, upon the termination of this Agreement, remove all COMPANY identification from the Equipment and return it to COMPANY, via hand delivery or certified mail, together with all of COMPANY's property, including, but not necessarily limited to, paperwork to COMPANY's nearest terminal. If CONTRACTOR fails to return COMPANY's property to COMPANY or remove and return all COMPANY identification from the Equipment upon termination of this Agreement, CONTRACTOR shall pay COMPANY, all collections costs incurred by COMPANY, including reasonable attorney fees, and COMPANY may pursue all other remedies allowed by law or authorized in the Agreement against CONTRACTOR.

3. GROSS COMPENSATION. CONTRACTOR's gross compensation shall be as set forth in Appendix A, and such compensation shall constitute the total compensation for everything furnished, provided, or done by CONTRACTOR in connection with this Agreement, including all driver's services and non-driving activities. Any mileage computations shall be based on the most recent edition of COMPANY's mileage software. Although COMPANY shall use reasonable efforts to make shipments available to CONTRACTOR for transportation during the term of this Agreement, CONTRACTOR acknowledges and agrees that COMPANY does not guarantee any specific number of shipments or amount of revenue to CONTRACTOR during the term of this Agreement. CONTRACTOR may refuse any specific shipment offered by COMPANY, subject only to the requirements outlined in Section 14(h) below. CONTRACTOR is not prohibited from entering into separate agreements to provide equipment and professional driving services to other couriers so long as CONTRACTOR remains in compliance with the applicable law and the terms of Appendix C. **CONTRACTOR—as an independent contractor, not an employee—agrees that CONTRACTOR is responsible for paying all of**

CONTRACTOR's operating expenses (including but not necessarily limited to those that COMPANY initially advances and later charges back to CONTRACTOR) out of the gross revenue provided herein and any other CONTRACTOR assets. CONTRACTOR is entitled to gross compensation only upon the full performance of any delivery or trip offered by COMPANY and accepted by CONTRACTOR.

4. SETTLEMENT PERIOD. COMPANY shall settle with CONTRACTOR with respect to services provided under this Agreement within 14 calendar days after CONTRACTOR's submission, in proper form, of those documents necessary for COMPANY to secure payment from its customers, including, but not necessarily limited to, delivery receipts and electronic proofs of delivery (E-PODs). COMPANY shall have the right, but not as a condition of settlement and payment, to review all of CONTRACTOR's documents and records relating to the use of the Equipment and the services provided under this Agreement and CONTRACTOR agrees to provide COMPANY with access to such documents and records upon reasonable notice. CONTRACTOR may dispute any compensation settlement amount; provided, however, notice of such claim must be given in writing to COMPANY within fifteen (15) days of CONTRACTOR's receipt of the disputed settlement. CONTRACTOR hereby agrees that CONTRACTOR's failure to provide written notice within the referenced fifteen (15) day period shall effectively waive any such claim.

5. CHARGE BACK. CONTRACTOR authorizes COMPANY to charge back to or deduct from CONTRACTOR's gross compensation or any money owed to CONTRACTOR all amounts CONTRACTOR owes to, as listed in the Charge Back Table in Appendix A, resulting in a net amount, if any, to be remitted to CONTRACTOR. If CONTRACTOR owes COMPANY a net amount following any settlement, CONTRACTOR agrees to immediately pay COMPANY that amount. COMPANY has the right to recover, through all legal means, any such amounts CONTRACTOR owes COMPANY. CONTRACTOR agrees not to charge any amounts to COMPANY's account, or to execute or endorse any instrument for or on behalf of COMPANY, without COMPANY's advance written permission. CONTRACTOR and COMPANY will not incur or authorize any other debts in the name of the other. COMPANY will deliver to CONTRACTOR a written explanation and itemization of any deductions for damage to or loss of goods or property damage before they are made. With respect to all charge-back items and deductions, CONTRACTOR, upon request, will be afforded copies of those documents which are necessary to determine the validity of the charge.

6. FINAL SETTLEMENT. In the event of termination of this Agreement by either party, COMPANY shall be entitled to withhold all compensation until such time as CONTRACTOR has returned the following items to COMPANY or a person designated by COMPANY:

- (a)** All delivery documents and reports with respect to trips completed or cargo carried in the Equipment pursuant to this Agreement;
- (b)** All identification signs and devices provided to CONTRACTOR or, alternatively, prove to the satisfaction of COMPANY that such devices have been removed and/or destroyed;
- (c)** All other forms, documents, equipment, or other items belonging to or owned by COMPANY; and
- (d)** All keys belonging to any customer.

In the event CONTRACTOR breaches any of the terms or conditions of this Agreement and COMPANY incurs any attorney's fees, then, in addition to all damages in equitable relief which may be afforded to COMPANY, COMPANY shall be entitled to recover its attorney's fees and expenses.

7. INSURANCE. The responsibilities and obligations between COMPANY and CONTRACTOR involving insurance shall be as specified in Appendix B. COMPANY shall have no insurance responsibilities or obligations pertaining to CONTRACTOR other than those expressly stated in this Agreement or mandated by law. CONTRACTOR agrees that any driver provided by CONTRACTOR pursuant to this Agreement that is aged over seventy-five (75) years old must provide proof of medical clearance as required by COMPANY's insurance provider(s).

8. COMPLIANCE WITH PERTINENT LAWS AND REGULATIONS BY CONTRACTOR. CONTRACTOR including its workers who perform services under this Agreement will not engage in—or attempt, conspire, or threaten to engage in—any act or omission that would constitute a felony or intentional tort, whether or not arising out of or relating to operations under this Agreement. In addition, CONTRACTOR recognizes that COMPANY's separate and distinct business of providing courier transportation service to the public is subject to Customer Service Standards (as defined in Section 15 below) and to regulation by various federal state, local, Native American tribal, and foreign authorities. CONTRACTOR acknowledges that CONTRACTOR has a full and complete understanding and knowledge of the requirements of all these authorities and of all applicable Customer Service Standards. CONTRACTOR agrees to adhere to and perform the following to aid COMPANY in discharging COMPANY's legal and customer-service responsibilities.

(a) Drivers. CONTRACTOR is not obligated to personally perform any of the services contemplated by this Agreement. CONTRACTOR shall provide competent professional drivers who meet COMPANY's minimum driver qualification standards and all of the requirements of the U.S. Department of Transportation ("USDOT"), including but not limited to, familiarity and compliance with state and federal safety laws and regulations. Where required by law, CONTRACTOR and CONTRACTOR's drivers shall obtain and maintain commercial driver licenses. Any and all licenses, commercial or otherwise required to perform the services hereunder, must remain valid so long as CONTRACTOR and/or CONTRACTOR's drivers continue to perform services pursuant to this Agreement. CONTRACTOR's drivers must authorize COMPANY to access driver files both during the driver-qualification process and at any time thereafter. CONTRACTOR appoints all drivers it furnishes to COMPANY as Authorized Representatives of CONTRACTOR. The parties agree that COMPANY shall have the right to disqualify any driver provided by CONTRACTOR in the event that the driver is found to be unsafe, unqualified pursuant to federal or state law, in violation of COMPANY's minimum qualification standards, or in violation of any policies of COMPANY's customers. At COMPANY's request, CONTRACTOR, and all of CONTRACTOR's drivers, must submit to both a criminal background check and driver history report (MVR) prior to operating the Equipment pursuant to this Agreement and on an annual basis during the term of this Agreement. COMPANY's cost to obtain annual MVRs shall be charged back to CONTRACTOR pursuant to Appendix A. Upon a driver's disqualification by COMPANY, CONTRACTOR agrees to furnish another competent, reliable and qualified professional driver that meets the minimum qualification standards established by COMPANY. CONTRACTOR is free, at any time during this Agreement, to hire substitute or additional drivers who meet applicable driver qualification standards.

(b) Paperwork Requirements. CONTRACTOR shall submit to COMPANY, within forty-eight (48) hours or such other time period required by the customer, all delivery documents, manifests,

other documents, or reports that may be required by the customer from time to time. CONTRACTOR agrees that all shipping documents identifying the property carried on the Equipment will show that the property is under the responsibility of COMPANY or a sublease carrier, if applicable.

(c) Safe Operations. CONTRACTOR agrees to operate, or assures CONTRACTOR's drivers will operate, the Equipment in a safe and prudent manner at all times so as to avoid endangering the public, the driver, and/or the property being transported and in accordance with this Agreement, the laws of the various jurisdictions in which the Equipment will be operated, including but not limited to hazardous materials laws and prohibitions on texting and use of handheld mobile telephones, and pursuant to the operating authorities of COMPANY, and in accordance with all rules related to traffic safety, highway protection and road requirements, and Customer Service Standards. CONTRACTOR agrees it, including any of its drivers, will not be involved, during this Agreement, in a reasonably-preventable accident. CONTRACTOR also agrees to ensure that each driver notifies COMPANY immediately if a physical condition develops or worsens, or, the driver begins taking (or increases the dosage of) a medication that might adversely affect the driver's ability to safely operate a motor vehicle. COMPANY may, any time after learning of a driver's adverse physical condition or new medication or dosage, suspend the driver's qualification to operate the Equipment under COMPANY's authority pending COMPANY's receipt of further information from CONTRACTOR. COMPANY will then decide whether to restore the qualification of the driver and will notify the driver and CONTRACTOR of the decision.

9. OPERATIONAL EXPENSES.

(a) Operating Expenses. CONTRACTOR shall, at its sole cost and expense, provide the Equipment ready to operate and fully roadworthy, including the necessary drivers, licenses and permits, plates, and shall furnish all necessary oil, fuel, tires, and other parts, supplies and equipment necessary or required for the safe and efficient operation and maintenance of the Equipment, including repairs for the operation of such Equipment. CONTRACTOR shall pay all expenses incident to the operation of the Equipment, including, but not limited to, any applicable highway use taxes, weight taxes, state property or indefinite situs taxes, fuel taxes, registration fees, and ferry and toll charges and the cost of CONTRACTOR's workers as set forth in Section 14 of this Agreement.

(b) Maintenance and Inspection. CONTRACTOR, at its sole cost and expense, shall maintain the Equipment in safe condition and in complete compliance with all laws and regulations of the states in which CONTRACTOR operates and the USDOT. CONTRACTOR shall have the right to maintain and repair the Equipment at any place CONTRACTOR chooses but agrees to have the Equipment inspected annually by COMPANY or a vendor approved by COMPANY at the time of registration renewal each year and shall provide COMPANY with documentation of each inspection. In order to confirm compliance with Customer Service Standards, COMPANY shall also have the right to inspect the Equipment on a random basis at any time.

(c) Fines. CONTRACTOR agrees to pay all fines related to CONTRACTOR's, including CONTRACTOR's driver's, performance of services pursuant to this Agreement, including but not limited to parking and traffic fines and penalties, imposed for violation of any law or regulation

by the state or any locality in which CONTRACTOR operates, or the USDOT, where such violation results, at least partially, from the acts or omissions of CONTRACTOR or its driver.

(d) Customer-Required Electronic Communication Equipment. COMPANY's customer may require CONTRACTOR, including CONTRACTOR's drivers, to use an electronic communication device and application to communicate route and assignment updates and/or as a way to confirm delivery of products (including but not limited to obtaining delivery-confirmation signatures from end-users). In such event, CONTRACTOR agrees to obtain and use an electronic communication device that is compatible with the customer-required application during the performance of services for such customer pursuant to this Agreement and Appendix E. **CONTRACTOR agrees to ensure that CONTRACTOR's drivers comply with Applicable Law and Customer Service Standards regarding use of mobile phones and electronic communication devices and applications while operating the Equipment. Failure to comply with such prohibitions or limitations may result in disqualification of the driver involved and/or termination of this Agreement.**

10. CARGO CLAIMS. CONTRACTOR shall immediately report all cargo claims, including all shortages, overages, damages, or other exceptions to the cargo, to COMPANY. If possible, CONTRACTOR agrees to notify COMPANY of all claims before leaving COMPANY's customer's location. COMPANY reserves the right to investigate all paid cargo claims and reported service failure claims submitted by the customer, including but not limited to, delays, shortages, mis-deliveries, and claims related to lost, damaged or contaminated loads, or inadvertent or intentional disclosure or loss of Protected Health Information ("PHI") as defined under the Health Insurance Portability and Accountability Act ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act ("HITECH Act") transported on behalf of COMPANY's customers' and customers' consignees arising out of, or in connection with, CONTRACTOR's services to determine if CONTRACTOR's or CONTRACTOR's driver's actions or omissions resulted in, or contributed to, the cargo claim. CONTRACTOR's indemnity obligation to COMPANY under Sections 13(a) and 13(b) of this Agreement will apply to each loss or damage claim, including but not limited to, if applicable, delay, shortages, misdelivery, and any direct damage claim relating to lost, damaged, or contaminated loads arising out of or relating to CONTRACTOR's services. CONTRACTOR authorizes COMPANY to deduct or otherwise recover any such amounts. Before deducting any cargo claim from CONTRACTOR's compensation, COMPANY shall provide CONTRACTOR with a written explanation and itemization for each such claim.

11. EQUIPMENT/PROPERTY DAMAGE. CONTRACTOR shall be liable for, and pay, all direct, indirect and consequential damage, including but not limited to reasonable attorney fees, arising out of, or in connection with, CONTRACTOR's or CONTRACTOR's driver's use of COMPANY's equipment, or any other property belonging to COMPANY or the customer.

12. ACCIDENTS AND CLAIMS. CONTRACTOR shall report any accident or potential claim to COMPANY involving operations under this Agreement within one (1) hour of such incident. CONTRACTOR and its drivers shall cooperate fully with COMPANY with respect to any legal action, regulatory hearing or other similar proceeding arising from the operation of the Equipment, the relationship created by this Agreement or the services performed hereunder. CONTRACTOR shall, upon COMPANY's request and at CONTRACTOR's sole expense, provide written reports or affidavits, attend hearings and trials and assist in securing evidence or obtaining the attendance of witnesses. CONTRACTOR shall provide COMPANY with any assistance as may be necessary for COMPANY or

COMPANY's representatives or insurers to investigate, settle or litigate any accident, claim or potential claim by or against COMPANY.

13. HOLD HARMLESS.

(a) **General.** CONTRACTOR agrees to defend, indemnify and hold harmless COMPANY (and its affiliates, subsidiaries, officers, agents, and employees) from any direct, indirect and consequential loss, damage, delay, fine, civil penalty, expense, action, claim for injury to persons, including death (including to COMPANY's employees or agents), damage to property, environmental response or restoration expense, loss or damage to cargo or goods, loss of or damage to COMPANY equipment or other real or personal property, injunctive obligations, including reasonable attorney's fees and costs of litigation, which arising out of or in connection with any of CONTRACTOR's, including its workers', negligence, gross negligence, willful misconduct, material breach of this Agreement, or other culpable acts or omissions ("COMPANY Damages"). CONTRACTOR authorizes COMPANY to deduct or otherwise recover any amounts due to COMPANY under this section. If any of CONTRACTOR's drivers operates the Equipment for any purpose other than the carriage of COMPANY's lading or performance of delivery services for COMPANY's customers, CONTRACTOR agrees to defend, indemnify, and hold harmless COMPANY (and its affiliates, subsidiaries, officers, agents, and employees) from any COMPANY Damages arising from that operation. This provision shall remain in full force and effect both during and after the termination of this Agreement.

(b) **Liability Limiter Program and Cargo Liability Limitation.** With respect to claims of COMPANY Damages comprised of cargo loss, damage or delay, if CONTRACTOR elects, by indicating such in the Independent Contractor Information and Election Sheet attached to this Agreement, CONTRACTOR's indemnity obligation under Section 13(a) of the Agreement shall be limited to up to \$2,500 per claim. This limitation does not apply if cargo loss, damage, or delay is caused by CONTRACTOR's gross negligence, willful misconduct, or other culpable acts or omissions. If CONTRACTOR elects not to participate in the Liability Limiter Program, CONTRACTOR will be liable for the full amount of COMPANY Damages comprised of cargo loss, damage, or delay.

(c) **COMPANY Coverages.** COMPANY has secured insurance coverages that may cover risks and liabilities for which CONTRACTOR has agreed to indemnify COMPANY under (for example, public liability insurance). Such policies are expressly for the benefit of COMPANY and only incidentally may benefit CONTRACTOR. Terms of the policies may change (for example, higher or lower deductibles, length of coverage, UM/UIM waivers or limitations, or insurance underwriters). CONTRACTOR has neither any obligations under the policies nor any rights under their terms.

(d) **Claims by CONTRACTOR or Other Contractors.** Notwithstanding Section 13(a) of this Agreement, and not subject to the limits of Section 13(b) of this Agreement, CONTRACTOR agrees to defend, indemnify, and hold harmless COMPANY from: (i) any claim by CONTRACTOR for loss of or damage to the Equipment or CONTRACTOR's other property (and any related fine, civil penalty, or expense, including reasonable attorneys' fees and costs of litigation) due to the negligence, gross negligence, willful misconduct, material breach of this Agreement, or other culpable acts or omissions of any of

CONTRACTOR's workers; and (ii) any claim by any other contractor of COMPANY for loss of or damage to the other contractor's vehicle, truck, tractor, trailer, or other property (and any related fine, civil penalty, or expense, including reasonable attorneys' fees and costs of litigation) due to the negligence, gross negligence, willful misconduct, material breach of this Agreement, or other culpable acts or omissions of any of CONTRACTOR's workers.

(e) **Reclassification.** THE TERMS OF THIS AGREEMENT REFLECT THAT CONTRACTOR IS AN INDEPENDENT CONTRACTOR, NOT AN EMPLOYEE. THEREFORE: Notwithstanding Section 13(a) of this Agreement, and not subject to any limits of Section 13(b) of this Agreement, CONTRACTOR agrees to defend, indemnify, and hold harmless COMPANY from all reasonable attorneys' fees and litigation expenses COMPANY incurs in defending against any claims, suits, actions, or administrative proceedings brought by any of CONTRACTOR's workers, or, at CONTRACTOR's instance or with CONTRACTOR's consent, by any union or other private organization or member of the public, alleging that any of CONTRACTOR's workers is an employee of COMPANY, but which ultimately, upon completion of all appeals or the running of all applicable appeal periods, fail to result in any final judicial or administrative decision holding the allegation to be true.

14. UNIFORM AND IDENTIFICATION OBLIGATIONS. The performance of CONTRACTOR's responsibilities under this Agreement may require CONTRACTOR or CONTRACTOR's drivers to access customer facilities and/or private residences of COMPANY's customers. For security purposes, COMPANY's customers require CONTRACTOR or CONTRACTOR's drivers to be immediately identifiable as providing services pursuant to COMPANY's authority. CONTRACTOR agrees that, unless the customer has different requirements (which shall be communicated to CONTRACTOR in writing), each of CONTRACTOR's drivers will wear a black or royal blue polo-style shirt and any type of dark or khaki colored work-style pants or cargo shorts (no jeans) and a photo identification badge bearing COMPANY or COMPANY's customer's logo. Such uniform clothing and photo identification badge shall be removed while not performing services for COMPANY's customers pursuant to this Agreement. CONTRACTOR shall be responsible for any cost or expense incurred in obtaining any customer-required uniform or identification badge.

15. CUSTOMER SERVICE REQUIREMENTS. CONTRACTOR agrees to fully comply, and agrees to assure that CONTRACTOR's drivers comply, with any service standards or operational requirements of COMPANY's customer's applicable to the performance of services under this Agreement (the "Customer Service Standards"). Upon request, COMPANY shall provide CONTRACTOR with access to such Customer Service Standards and such Customer Service Standards shall be incorporated by reference as part of this Agreement. CONTRACTOR's or CONTRACTOR's driver's breach of or failure to comply with any of the Customer Service Standards shall be declared a breach of this Agreement and should such breach result in COMPANY incurring a monetary cost or loss of business from the customer, including, but not necessarily limited to, any monetary penalty payable to the customer, then CONTRACTOR agrees and authorizes COMPANY to deduct all such charges from CONTRACTOR's gross compensation and/or the Agreement shall be subject to the termination provisions of this Agreement.

16. CONTRACTOR NOT EMPLOYEE OF COMPANY. This Agreement is between two independent businesses that are separately owned and operated. It is expressly understood and agreed that CONTRACTOR is an independent contractor for the Equipment and driver services provided pursuant to this Agreement. CONTRACTOR agrees to provide necessary documentation and apply for

certification of CONTRACTOR's independent contractor status where mandated by Applicable Law. The parties further recognize that CONTRACTOR has a significant financial investment in the Equipment and the driver services provided herein, and that CONTRACTOR has the exclusive right to direct and control the financial aspects of CONTRACTOR's business operations, including the ability to earn a profit under this Agreement. CONTRACTOR agrees to defend, indemnify and hold COMPANY harmless for any claims, suits, or actions, including reasonable attorney's fees in protecting COMPANY's interests, brought by CONTRACTOR, CONTRACTOR's employees, any union, the public, or state or federal agencies, arising out of the operation of the Equipment pursuant to this Agreement. In this regard, CONTRACTOR hereby assumes full control and responsibility for the selection, training, hiring, setting of grooming and dress standards, disciplining, discharging, all hours scheduled and worked, wages, salaries, unemployment insurance, state and federal taxes, fringe benefits, meal and rest breaks, coverage of worker injuries, adjustment of grievances, all acts and omissions, and all other costs relating to the use or employment of drivers provided by CONTRACTOR pursuant to this Agreement. In addition, CONTRACTOR agrees to be solely responsible for complying with Applicable Law governing the terms and conditions of employment of CONTRACTOR's employees or applicants for employment, including, without limitation, compliance with the Federal Fair Credit Reporting Act; verification of immigration and naturalization status; proof of proper taxpayer identification number; proof of payment of income; unemployment; Medicare and other state and federal payroll taxes; and other required withholdings for CONTRACTOR's employees. CONTRACTOR agrees to file all tax forms and returns that CONTRACTOR may be required by law to file, on account of CONTRACTOR's workers used in the performance of this Agreement, and to pay when due all taxes and contributions reported in the forms and returns. In that regard, CONTRACTOR knows: (i) of CONTRACTOR's responsibilities to pay estimated social security taxes and state and federal income taxes with respect to remuneration received from COMPANY; (ii) that the social security tax CONTRACTOR must pay is higher than the social security tax the individual would pay if he or she were an employee; and (iii) that the service provided by CONTRACTOR to COMPANY under this Agreement is not work covered by the unemployment compensation laws of any State; provided, however, that should CONTRACTOR employ or use drivers, helpers, or other workers to fulfill CONTRACTOR's obligations under this Agreement, and the drivers, helpers, or other workers are covered by the unemployment laws of any State, CONTRACTOR is solely responsible for providing unemployment insurance for the drivers, helpers, or other workers. Proof of such control and responsibility shall be submitted by CONTRACTOR to COMPANY as required by COMPANY and may include, but not be limited to, proof of highway use tax being currently paid when the CONTRACTOR purchases the license; proof of income tax being currently paid; proof of payment of payroll tax for CONTRACTOR'S drivers and a certificate of insurance containing a 30-day notice of change and/or cancellation clause. COMPANY agrees to file information tax returns (Form 1099) on behalf of CONTRACTOR as required by Applicable Law. CONTRACTOR shall have the right to choose the routes of travel of CONTRACTOR's Equipment and at what point driver shall take rest stops and refuel the Equipment, all of which shall be the obligation and responsibility of CONTRACTOR. As an independent contractor and not an employee of COMPANY, CONTRACTOR shall provide the services contemplated under this Agreement free from control and direction of COMPANY in all areas, including but not limited to the following:

- (a)** CONTRACTOR has the express right to accept or reject any assignment(s) from COMPANY and may advertise CONTRACTOR's services to other competitive companies.
- (b)** CONTRACTOR shall not be required to provide services exclusively on behalf of COMPANY provided, however, that CONTRACTOR is required to provide written notice to COMPANY before trip-leasing the Equipment to another company or carrier.

- (c) CONTRACTOR is not subject to supervision by or instruction from COMPANY.
- (d) CONTRACTOR shall not to be paid on a salary or hourly rate, but rather on the contracted-for rate specified in Appendix A.
- (e) The contractual relationship between COMPANY and CONTRACTOR cannot be terminated except as set forth in this Agreement.
- (f) CONTRACTOR is responsible for providing all required training for CONTRACTOR and its drivers. Notwithstanding CONTRACTOR's training obligations, CONTRACTOR agrees that any driver provided by CONTRACTOR must undergo an orientation program offered by COMPANY to review the driver's obligations under this Agreement as well as the security and delivery requirements of COMPANY's customers.
- (g) CONTRACTOR is responsible for providing all tools and equipment necessary for the services contemplated herein.
- (h) CONTRACTOR is exclusively responsible for dictating the time of his work performance. CONTRACTOR shall make its services and the Equipment available to supply transportation services as stated in this Agreement. CONTRACTOR shall have the right to decline any work offered by COMPANY; provided, however, that once an offer of work has been accepted, CONTRACTOR shall provide COMPANY timely notice of such subsequent declination or CONTRACTOR must obtain substitute transportation service to meet specific customer needs. "Timely Notice" for the purpose of this section is defined as twenty-four (24) hours for any routed work and two (2) hours for any on-demand deliveries. In the event CONTRACTOR does not provide timely declination or substitute transportation during a period CONTRACTOR previously indicated it would operate in service and COMPANY incurs additional costs in obtaining substitute transportation or penalties from the customer for not being able to provide services, CONTRACTOR agrees and acknowledges that COMPANY may deduct such expenses from CONTRACTOR's gross compensation. CONTRACTOR shall make all accepted delivery assignments with reasonable dispatch in accordance with the instructions of the COMPANY's customers and without impairing the business relationship and goodwill existing between COMPANY and its customers on loads CONTRACTOR has accepted from COMPANY. Should CONTRACTOR fail to comply with the delivery schedules and/or instructions of COMPANY's customers for accepted assignments, or CONTRACTOR otherwise operates its business in a manner that impairs COMPANY's business relationships and goodwill with its customers, CONTRACTOR will be in breach of this Agreement and COMPANY may, in its sole discretion, elect to terminate this Agreement consistent with and subject to the provisions of Section 15 of this Agreement. CONTRACTOR further agrees and acknowledges that COMPANY may deduct from CONTRACTOR's gross compensation any reimbursement of any credits or discounts provided to customers in recognition of substandard or inadequate performance provided by CONTRACTOR or any costs incurred by COMPANY in correcting or rectifying any substandard or inadequate performance provided by CONTRACTOR to a COMPANY customer.
- (i) CONTRACTOR's business operations are to be maintained separately and distinctly from the business operations of COMPANY

17. **BREACH.** Notwithstanding anything to the contrary in this Agreement, this Agreement may be terminated immediately, at any time, by either party in the event of the other party's (including CONTRACTOR's driver's) actual or threatened commitment of a felony or intentional tort; violation of,

or failure to comply fully with, the requirements of any applicable federal, state, local, and foreign authorities, including but not limited to USDOT, state, provincial, or local highway safety, vehicle inspection, vehicle maintenance, traffic, road, vehicle size-and-weight, hazardous materials transportation, cargo security, or other laws and regulations ("Applicable Law"); material breach of this Agreement (as further addressed in Appendix E – Progressive Breach Procedure), including, but not limited to, repeated violation of the requirement set forth in Section 1 regarding CONTRACTOR being logged-on to COMPANY's designated electronic dispatch system during time periods of availability identified by CONTRACTOR; or the occurrence of an accident that, in COMPANY's reasonable judgment, was caused in whole or in part by CONTRACTOR's or CONTRACTOR's driver's negligence, gross negligence, or willful misconduct. In the event of a breach, the non-breaching party may elect to terminate the Agreement by giving immediate oral, followed by written, notice of termination to the offending party. If, in COMPANY's judgment, CONTRACTOR's acts or omissions related to a delivery—including but not limited to the failure to complete delivery or abandonment of goods or products—subject COMPANY to liability, COMPANY may take possession of the goods or products entrusted to CONTRACTOR and complete performance. In such event, CONTRACTOR waives any recourse against COMPANY for such action. CONTRACTOR authorizes COMPANY to deduct or otherwise recover from gross compensation all direct or indirect costs, expenses, or damages, including attorney's fees, incurred by COMPANY as a result of COMPANY's taking possession of the goods or products and completing performance.

18. THE PARTIES' OBLIGATIONS CONCERNING RECLASSIFICATION.

(a) Reclassification of CONTRACTOR. If a governmental authority determines that CONTRACTOR (or, if CONTRACTOR is a business entity, CONTRACTOR's principal) is an employee of COMPANY (each, a "CONTRACTOR Reclassification Decision"), CONTRACTOR may elect to: (i) ratify the terms of this Agreement, in which case CONTRACTOR may sue under its terms; or (ii) if CONTRACTOR contends that this Agreement is voidable by reason of the CONTRACTOR Reclassification Decision, rescind the Agreement, in which case the Agreement will be rescinded and the parties will be deemed not to have formed any agreement regarding the terms on which CONTRACTOR agreed to provide services.

(b) Reclassification of CONTRACTOR's Workers. If a governmental authority determines that any of CONTRACTOR's workers other than CONTRACTOR (or, if CONTRACTOR is a business entity, CONTRACTOR's principal) is an employee of COMPANY, whether directly or as a joint employer (each, a "Worker Reclassification Decision"), and the Worker Reclassification Decision does not result from COMPANY's conduct, **CONTRACTOR agrees to indemnify, defend, and hold harmless COMPANY from any liability arising out of or related to the Worker Reclassification Decision.**

19. CONFIDENTIALITY AND TRADE SECRETS.

(a) Protection of Confidential Matters. CONTRACTOR hereby recognizes and acknowledges that any list of COMPANY's customers, as it may exist now or from time to time, is a valuable, special and unique asset of the business of COMPANY. CONTRACTOR agrees, during and after the term of this Agreement, not to disclose the list of COMPANY's customers or any part thereof to any person, firm, corporation, association, or other entity for any reason or purpose whatsoever without COMPANY's prior written consent. CONTRACTOR agrees to preserve as "Confidential Matters", all trade secrets, know-how and information relating to COMPANY's business, forms, processes, developments, sales and promotional systems, prices

and operations, which information may be obtained from tariffs, contracts, freight bills, letters, reports, disclosures, reproductions, books, records, or other contractors, and other sources of any kind resulting from this Agreement. CONTRACTOR agrees to regard such Confidential Matters as the sole property of COMPANY, and shall not publish, disclose or disseminate the same to others without the written consent of COMPANY. Unless otherwise agreed to in writing by COMPANY, CONTRACTOR agrees (a) not to use Confidential Matters to compete directly or indirectly with COMPANY or its subsidiaries or for any other purpose; (b) to keep all Confidential Matters strictly confidential and not to disclose or reveal any Confidential Matters to any person other than CONTRACTOR's representatives who need to receive such Confidential Matters for the sole purpose of actively and directly participating in CONTRACTOR's business as it pertains to this Agreement and to inform those persons of, and cause those persons to observe, the terms of this Agreement; and (c) not to issue any press release or make any other public or private disclosure to any person (other than the permitted representatives) of any Confidential Matters. In the event of any breach or threatened breach by CONTRACTOR or CONTRACTOR's drivers of the provisions of this section, COMPANY shall be entitled to an injunction, restraining CONTRACTOR from disclosing, in whole or in part, the list of COMPANY's customers, and all other Confidential Matters. CONTRACTOR agrees that COMPANY will be irreparably damaged in the event of any breach of this provision by CONTRACTOR. Accordingly, in addition to any other legal or equitable remedies that may be available to COMPANY, CONTRACTOR agrees that COMPANY will be able to seek and obtain immediate injunctive relief in the form of a temporary restraining order without notice, preliminary injunction, or permanent injunction against CONTRACTOR to enforce this confidentiality provision. COMPANY shall not be required to post any bond or other security and shall not be required to demonstrate any actual injury or damage to obtain injunctive relief from the courts. Nothing hereunder shall be construed as prohibiting COMPANY from pursuing any remedies available to COMPANY at law or in equity for such breach, including the recovery of monetary damages from CONTRACTOR.

(b) Notice Required by 18 U.S.C. § 1833(b)(3). To the extent the Confidential Matters constitute "trade secrets" under 18 U.S.C. § 1839(3), COMPANY provides the following notice to CONTRACTOR pursuant to 18 U.S.C. § 1833(b)(3): An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law; or is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal, and does not disclose the trade secret, except pursuant to court order.

20. BENEFIT AND ASSIGNMENT. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors. CONTRACTOR may not assign or subcontract all or a portion of its obligations to another party without the prior written consent of COMPANY.

21. NOTICE. All notices required or permitted by this Agreement shall be in writing and will be deemed to have been fully given: (i) upon delivery if delivered in person, by facsimile transmission, or electronic means; (ii) on the next day after being deposited with an overnight delivery company with

the express charges prepaid; or (iii) on the date indicated on the return receipt, or if there is no receipt, on the third day after being deposited in the United States Mail with first-class postage prepaid. The parties agree to be under a continuing duty to provide written notice to each other regarding changes to any of the contact information appearing in the Signature Block after the main text of this Agreement.

22. NON-WAIVER. The failure or refusal of either party to insist upon the strict performance of any provision of this Agreement, or to exercise any right in any one or more instances or circumstances shall not be construed as a waiver or relinquishment of such provision or right, nor shall such failure or refusal be deemed a customary practice contrary to such provision or right.

23. SEVERABILITY. If any Agreement or its appendices is deemed invalid for any reason whatsoever, the Agreement shall be void only as to such provision, and this Agreement shall remain otherwise binding between the parties. Any provision voided by operation of the foregoing shall be replaced with provisions which shall be as close as the parties' original intent as permitted under applicable law.

24. SECURITY REQUIREMENTS. CONTRACTOR shall comply with all applicable security requirements required by applicable law and/or COMPANY's customers as set forth in Appendix D.

25. GOVERNING LAW AND CHOICE OF FORUM. This Agreement is to be governed by the laws of the United States and of the State of Indiana, without regard to the choice-of-law rules of Indiana or any other jurisdiction. The parties further agree that any claim or dispute arising from or in connection with this Agreement or otherwise with respect to the overall relationship between the parties, whether under federal, state, local, or foreign law, shall be brought exclusively in state or federal courts located in Marion County, Indiana.

26. COMPLETE AGREEMENT. This Agreement, including any Appendices attached, constitutes the sole, entire, and existing agreement between the parties herein, and supersedes all prior agreements and undertakings, oral and written, expressed or implied, or practices, between the parties, and expresses all obligations and restrictions imposed on each of the respective parties during its term. No modifications or amendments to this Agreement are binding unless made by written agreement, signed by COMPANY and CONTRACTOR, except as otherwise provided in Section 3 of Appendix A and Section 5 of Appendix B.

27. CONSENT TO DO BUSINESS BY ELECTRONIC MEANS. COMPANY and CONTRACTOR consent to do business using any electronic method permitted by FMCSA. This consent includes, but is not limited to, the use of electronic methods to effect and transmit the signature of any document, including this Agreement and any supplement, modification, addendum, amendment, notice, consent and/or waiver required by this Agreement, or any other document required by FMCSA regulations to be generated and maintained (or exchanged by private parties). The parties agree that when either party uses any electronic method to accomplish electronic signatures, the chosen method: (i) identifies and authenticates the sender as the source of the electronic communication; (ii) indicates the sender's approval of the information contained in the electronic communication; and (iii) produces an electronic document with the same integrity, accuracy, and accessibility as a paper document or handwritten signature. Either party may elect to use a handwritten signature with respect to any document, provided that the election will not preclude the other party from using an electronic signature to the same document.

NOTICE: THIS IS A BINDING LEGAL DOCUMENT. The parties acknowledge that each has the right and opportunity to fully review the Agreement prior to signing and, if each so elects, seek the assistance of legal counsel of its own choosing. By signing this Agreement, CONTRACTOR (i) represents it has read this Agreement; (ii) has sought and received the advice of an attorney or, if not, has chosen not to do so; and (iii) is entering into this Agreement freely, voluntarily, and without duress, undue influence, coercion, or promise of any benefit not specifically described in this Agreement.

By signing below, CONTRACTOR acknowledges that, as reflected in this Agreement:

- CONTRACTOR is NOT an employee of COMPANY, and all aspects of the relationship between CONTRACTOR and COMPANY are based on CONTRACTOR’s status as an independent contractor.
- CONTRACTOR has agreed to be responsible for the operating expenses incurred in connection with CONTRACTOR’s business operations.
- CONTRACTOR’s acknowledgement that CONTRACTOR is responsible for its operating expenses, including the labor required to perform the services under the Agreement, is an indispensable term of this Agreement but for which COMPANY would not have agreed to pay the gross compensation stated herein, or have entered into this Agreement.
- The gross compensation paid to CONTRACTOR is MORE than COMPANY would pay an individual who agreed to perform driving services alone.
- Correlatively, COMPANY acknowledges that CONTRACTOR would not agree to provide the Equipment and bear the expenses of operating the Equipment if COMPANY paid the market rate solely for driving services.
- COMPANY offered the gross compensation reflected in this Agreement (and agreed to by the parties) based on COMPANY’s assessment of current rates necessary to attract contractors willing to provide equipment and qualified drivers and to bear all expenses associated with operating the Equipment.

IN WITNESS WHEREOF, COMPANY and CONTRACTOR hereby sign this Agreement as of the date stated above.

COMPANY:

NOW Courier, Inc. _____

CONTRACTOR:

Signature: 
 Name: Ryan Jacobs
 Title: Chief Financial Officer
 Address: 111 E McCarty Street
 City: Indianapolis
 State: IN
 Zip: 46225
 Phone: 317-638-7071
 Fax: 317-638-6410

Signature: _____
 Name: _____
 SSN/Tax ID: _____
 Address: _____
 City: _____
 State: _____
 Zip: _____
 Phone: _____
 Email: _____

RECEIPT FOR POSSESSION OF CONTRACTED VEHICLE(S)

Received from CONTRACTOR the vehicle or vehicles described in this Agreement.

Equipment received at _____ on _____, 20____ at
____:____ o'clock ____M.

By: _____
(COMPANY Representative)

Printed Name

RECEIPT FOR RETURN OF CONTRACTED VEHICLE(S)

Received from COMPANY the vehicle or vehicles described in this Agreement in good order.

Equipment received at _____ on _____, 20____ at
____:____ o'clock ____M.

By: _____
(CONTRACTOR Representative)

«FstNm» «MI» «LstNm»
Printed Name

EQUIPMENT SCHEDULE

Year	Make	VIN No.	License Plate No.

THIS SCHEDULE is agreed to by the undersigned parties as of the latest date set forth below.

COMPANY:

NOW Courier, Inc.

CONTRACTOR:

Signature: _____

Name: _____

Date: _____



Ryan Jacobs

Signature: _____

Name: _____

Date: _____

Appendix A

COMPENSATION SCHEDULE AND DEDUCTIONS

1. GROSS COMPENSATION.

(a) For all *routed deliveries*, COMPANY shall pay CONTRACTOR based on the Route Award verified and agreed upon by both COMPANY and CONTRACTOR.

(b) For all *on-demand deliveries*, COMPANY shall pay CONTRACTOR the agreed upon percentage of the adjusted gross revenue billed and collected by COMPANY for the deliveries completed by CONTRACTOR and set forth below for each specific type of Equipment provided by CONTRACTOR and utilized on a particular delivery. Adjusted Gross Revenue ("AGR") means all revenue billed by COMPANY to shippers, consignees, consignors, brokers, logistics companies, freight forwarders, other carriers, or other customers in connection with deliveries and routes CONTRACTOR accepts under this Agreement for transportation, hourly work, accessorial services, detention (if applicable), and all other services, fuel surcharges, and other charges and surcharges for a particular delivery or route **less**: (i) revenue billed by COMPANY for any "Additional Compensation" items (if any) that may be listed in this Appendix A; (ii) incentives, discounts, fees, including those for loading or unloading services (if applicable) provided by COMPANY's customer either directly or through third parties, including but not limited to COMPANY's customer or an affiliate of COMPANY (together, "Third Parties"), or commissions that COMPANY gives COMPANY's customer with respect to a delivery or route; (iii) other amounts COMPANY paid to Third Parties in relation to the delivery/route if not covered by a charge separately stated on COMPANY's invoice to COMPANY's customer, including but not limited to fees or commissions (including commission recoveries) paid to brokers, freight forwarders, interline or augmenting carriers, warehouse or other storage providers, terminals, agents, or any other Third Party, payment-processing fees consisting of the actual cost incurred by COMPANY for the delivery/route if COMPANY's customer or a third-party payer makes deductions from COMPANY's transportation charges related to electronically-transmitted billing and payment account use, expenses attributable to an accessorial service, permits, loading and/or unloading services (if applicable), amounts paid or accrued for special security measures paid to a Third Party or to CONTRACTOR, and amounts paid to other contractors as a pro rata payment for their participation in performing part of a delivery or route; and (iv) charges separately stated on COMPANY's invoice to COMPANY's customer as fuel surcharges (or fuel or other cost adjustments or special fuel charges), insurance surcharges, charges for Third-Party contract services, charges for special loading and/or unloading services, excess-value charges or high-value goods charges, or surcharges for special security measures furnished or paid for by COMPANY.

- | | |
|---|------------|
| • Standard Cars, Wagons and Pickup Trucks = | 50% of AGR |
| • Minivans or SUVs = | 52% of AGR |
| • Full-Size or Cargo Vans = | 55% of AGR |
| • Sprinter or Cube Vans = | 60% of AGR |
| • Box Trucks = | 70% of AGR |

CONTRACTOR understands that, as an independent contractor, CONTRACTOR shall sign a W-9 form. The W-9 tax form states that no tax deductions will be taken out of CONTRACTOR's gross compensation. Tax deductions are the sole responsibility of CONTRACTOR.

- (c) COMPANY and CONTRACTOR may agree in advance on gross compensation to be paid for services relating to one or more specific shipments by both signing an addendum to that effect. The gross compensation described in such an addendum will constitute the total gross compensation CONTRACTOR is entitled to for all services performed with respect to those shipment(s). CONTRACTOR agrees not to load any shipment to which a proposed compensation addendum relates until CONTRACTOR has signed that addendum. CONTRACTOR authorizes its drivers to sign compensation-related addendums on its behalf under this section.
- (d) COMPANY will provide CONTRACTOR with a proposed addendum containing any change to CONTRACTOR's gross compensation at least 10 days in advance. If CONTRACTOR wishes to continue operating on COMPANY's behalf, CONTRACTOR may consent to the change by signing the addendum. If CONTRACTOR does not consent to the change before the date indicated on the addendum, this Agreement may be terminated on the date set forth on the addendum, and CONTRACTOR will not be subject to the change proposed in the addendum.

2. **DEDUCTIONS TABLE.** Pursuant to Section 5 of this Agreement, CONTRACTOR authorizes COMPANY to deduct or recover the items in the Deductions Table below. Where no dollar figure is listed, the deductions will vary in amount and will be computed as indicated.

CHARGE BACK OR OTHER DEDUCTION ITEM	AMOUNT, OR METHOD OF COMPUTATION, OF DEDUCTION
Advances in compensation	Actual amount advanced
Fuel and fuel taxes	Actual amount incurred by COMPANY on CONTRACTOR's behalf
Other operating expenses	Actual amount incurred by COMPANY on CONTRACTOR's behalf
Claims for COMPANY Damages and other indemnity obligations owed by CONTRACTOR to COMPANY under this Agreement	<p>For COMPANY Damages (as defined in Section 11(a) of this Agreement), the amount of COMPANY Damages that COMPANY paid or otherwise incurred</p> <p>If CONTRACTOR has elected to participate in COMPANY's Liability Limiter Program, COMPANY Damages for cargo loss, damage, or delay are limited to the actual amount up to \$2,500 per claim</p> <p>For other indemnity obligations owed by CONTRACTOR to COMPANY under this</p>

CHARGE BACK OR OTHER DEDUCTION ITEM	AMOUNT, OR METHOD OF COMPUTATION, OF DEDUCTION
	Agreement, the amount stated in the applicable provision
C.O.D. and freight collect remittances due COMPANY for loads delivered by CONTRACTOR under this Agreement	Actual amount collected by CONTRACTOR on COMPANY's behalf
Fines and penalties	Actual amount incurred by COMPANY on CONTRACTOR's behalf
Trailer damage or damage to any other COMPANY equipment	Actual amount incurred by COMPANY on CONTRACTOR's behalf up to \$2,500 per occurrence
If elected, Cargo Liability Limiter Program outlined in Section 11(b)	\$5.00 per week
Maintenance, repair, fuel, inspection or towing charges for the Equipment	Actual amount incurred by COMPANY on CONTRACTOR's behalf
Expense for CONTRACTOR's use of customer-required apps	Customer-Required App = \$5 third-party licensing fee per device, per week
Annual Motor Vehicle Reports (MVR) obtained by COMPANY as set forth in Section 6 of the Agreement	Actual amount incurred by COMPANY
Replacement costs associated with any equipment provided by COMPANY to CONTRACTOR, pursuant to the "Equipment Receipt/Return Agreement" executed by the parties and attached as an addendum to this Agreement	See attached "Equipment Receipt/Return Agreement"
Temporary Vehicle Rental Cost	See attached "Temporary Vehicle Rental" addendum
Damages to Temporary Rented Vehicle	See attached "Temporary Vehicle Rental" addendum. Actual amount incurred by COMPANY on CONTRACTOR's behalf
Compensation overpayment reconciliation	Actual amount of documented overpayment received by CONTRACTOR
Failure to provide timely notice of subsequent declination of previously accepted work	Actual amount incurred by COMPANY to obtain substituted services and/or customer monetary penalties for failure to provide service
Termination without notice	Actual amount incurred by COMPANY to obtain substituted services and/or customer monetary penalties for failure to provide service
Failure to satisfy Customer Service Standards	Actual amount incurred by COMPANY in terms of lost business from the customer and/or customer monetary penalties

CHARGE BACK OR OTHER DEDUCTION ITEM	AMOUNT, OR METHOD OF COMPUTATION, OF DEDUCTION
Failure to satisfy Security Requirements (see Section 15 and Appendix D)	Actual amount incurred by COMPANY in terms of lost business from the customer and/or customer monetary penalties

3. **CHANGES IN EXISTING DEDUCTION ITEMS.** COMPANY will notify CONTRACTOR in writing of a change to the amount or any item listed or referenced in the Deductions Table. CONTRACTOR shall not be subject to any such change until ten (10) calendar days after such notice, or such later time as is set forth in the notice, unless CONTRACTOR signs an addendum consenting to the change, in which case the change described in the addendum will go into effect immediately upon signing. **Otherwise, CONTRACTOR’s failure to object to the change shall constitute CONTRACTOR’s express consent to the change effective as of the date specified in the notice.** Such modified amounts shall replace and supersede those described in Section 2 above. If CONTRACTOR notifies COMPANY of CONTRACTOR’s objection within the ten-day period and the parties are then unable to resolve the matter, the parties shall each have the right to terminate the Agreement immediately upon the change becoming effective.

THIS APPENDIX A is agreed to by the undersigned parties as of the latest date set forth below.

COMPANY:
 NOW Courier, Inc.

CONTRACTOR:

Signature: 
 Name: Ryan Jacobs
 Date: _____

Signature: _____
 Name: _____
 Date: _____

Appendix B

INSURANCE

1. **CONTRACTOR'S INSURANCE OBLIGATIONS.** CONTRACTOR shall maintain, at its sole cost and expense, the following minimum insurance coverages during this Agreement:

(a) **PRIMARY AUTO LIABILITY COVERAGE.** CONTRACTOR shall procure, at CONTRACTOR's sole cost and expense, a policy or policies of insurance with no business use exclusions issued by a company reasonably satisfactory to COMPANY with premiums paid thereon by CONTRACTOR, insuring CONTRACTOR in a combined single limit of not less than \$300,000.00 for bodily injury for each person injured, \$300,000.00 for injury or death to any person or for damages to property in any one occurrence.

(b) **CARGO LOSS AND DAMAGE.** Pursuant to this Agreement, CONTRACTOR is responsible for claims resulting from cargo shortages, cargo damages or delays in transporting shipments under this Agreement. Unless CONTRACTOR has elected to take part in the Cargo Liability Limiter Program set forth in Section 11(b) of this Agreement and Section 2 of Appendix A, CONTRACTOR shall procure, carry and maintain cargo insurance coverage in an amount of not less than \$500,000.00 for any one occurrence. The cargo loss and damage insurance coverage maintained by CONTRACTOR shall be primary to any insurance policies maintained by COMPANY. CONTRACTOR shall be responsible for the insurance deductible amounts of the insurance coverage and for any loss or damage in excess of the policy limits.

(c) **WORKERS' COMPENSATION/OCCUPATIONAL ACCIDENT INSURANCE.** CONTRACTOR shall provide workers' compensation insurance coverage for CONTRACTOR (if a natural person), all of its employees and agents, anyone driving the Equipment, and any other persons required to be covered under the worker's compensation law of any state that is reasonably likely to have jurisdiction over CONTRACTOR's business operations and in amounts not less than the statutory limits required by such applicable state law. The worker's compensation insurance policy shall provide principal coverage in Indiana as well as the state in which the work is principally localized, and shall provide "other states coverage" that excludes only North Dakota, Ohio, Washington, and Wyoming. As evidence of such coverage, CONTRACTOR shall provide COMPANY with a copy of the insurance policy declarations page for COMPANY's verification before operating the Equipment under this Agreement. If (a) CONTRACTOR is the sole owner and the sole and exclusive operator of the Equipment and (b) the state in which the work is principally localized is not California, New Jersey or North Carolina, then CONTRACTOR may, as an alternative to obtaining workers' compensation coverage, obtain occupational accident insurance policy that includes either an endorsement or a separate policy provision whereby the insurer provides, or agrees to provide, workers' compensation coverage that becomes effective for a claim by CONTRACTOR alleging employee status. CONTRACTOR agrees to comply with Applicable Law regarding occupational accident insurance, including but not limited to the special conditions imposed by the following states: Arkansas, Kansas, Mississippi, Texas, and/or Utah.

(d) OTHER INSURANCE. In addition to the insurance coverage required under this Agreement, it is CONTRACTOR'S responsibility to procure, carry and maintain any fire, theft, uninsured and/or underinsured motorist, and physical damage (collision), or other insurance coverage that CONTRACTOR may desire for the Equipment or for CONTRACTOR's health care or other needs. As provided in this Agreement, CONTRACTOR holds COMPANY harmless with respect to loss of or damage to CONTRACTOR's Equipment, trailer, or other property, and COMPANY has no responsibility to procure, carry, or maintain any insurance covering loss of or damage to CONTRACTOR's Equipment, trailer, or other property. CONTRACTOR acknowledges that COMPANY may, and CONTRACTOR hereby authorizes COMPANY to, waive and reject no-fault, uninsured, and underinsured motorist coverage from COMPANY's insurance policies to the extent allowed under Indiana law (or such other state law where the Equipment is principally garaged), and CONTRACTOR shall cooperate in the completion of all necessary documentation for such waiver, election, or rejection.

2. REQUIREMENTS APPLICABLE TO ALL OF CONTRACTOR'S INSURANCE COVERAGES. CONTRACTOR shall procure insurance policies providing the above-described coverage, and CONTRACTOR shall not operate the Equipment under this Agreement unless and until COMPANY has determined that the policies are acceptable (COMPANY's approval shall not be unreasonably withheld). CONTRACTOR shall furnish to COMPANY written certificates obtained from CONTRACTOR'S insurance carriers showing that all insurance coverage required above has been procured, that the coverage is being properly maintained, and that the premiums thereof are paid. Each insurance certificate shall specify the name of the insurance carrier, the policy number, and the expiration date; list COMPANY as an additional insured (unless otherwise noted in writing by COMPANY designee) with primary and non-contributory coverage and certificate holder and show that written notice of cancellation or modification of the policy shall be given to COMPANY at least thirty (30) days prior to such cancellation or modification. CONTRACTOR's workers' compensation policy (if required by Section 1(c)(i) of this Appendix) must contain an alternate-employer endorsement in favor of COMPANY.

3. CONTRACTOR'S LIABILITY IF REQUIRED COVERAGES ARE NOT MAINTAINED. In addition to CONTRACTOR's hold harmless/indemnity obligations to COMPANY under the Agreement, CONTRACTOR agrees to defend, indemnify, and hold COMPANY harmless from any direct, indirect, or consequential loss, damage, fine, expense, including reasonable attorney fees, actions, claim for injury to persons, including death, and damage to property that COMPANY may incur arising out of or in connection with CONTRACTOR'S failure to maintain the insurance coverage required by this Agreement. In addition, CONTRACTOR, on behalf of its insurer, expressly waives all subrogation rights against COMPANY, and, in the event of a subrogation action brought by CONTRACTOR's insurer, CONTRACTOR agrees to defend, indemnify, and hold COMPANY harmless from such claim.

[Signatures On Next Page]

THIS APPENDIX B is agreed to by the undersigned parties as of the latest date set forth below.

COMPANY:

NOW Courier, Inc.

CONTRACTOR:

Signature:



Name:

Ryan Jacobs

Date:

Signature:

Name:

Date:

Appendix C

OPERATIONS REGULATED BY THE FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION

1. **APPLICABILITY.** This Supplement shall apply only to such transportation services provided by CONTRACTOR as are within the regulatory jurisdiction of the USDOT as specified in 49 U.S.C. § 13501. This Supplement, together with all provisions of the accompanying Agreement that are not inconsistent herewith, shall constitute the "Lease" required by the USDOT for such services pursuant to 49 C.F.R. 376.11(a).

2. **LEASE.** CONTRACTOR hereby leases to COMPANY and COMPANY hereby leases from CONTRACTOR the Equipment. The CONTRACTOR represents and warrants that the CONTRACTOR has title to or is authorized to contract the Equipment to the COMPANY during the term of the Agreement.

3. **COMMENCEMENT AND DURATION.** This Appendix C shall become effective as stated in Section 2 of the Agreement and shall remain in effect until the date upon which the Agreement to which this Appendix C is attached is terminated, whereupon this Appendix C shall automatically terminate. Immediately before the first operation of any piece of Equipment under this Appendix C, COMPANY shall furnish CONTRACTOR with an equipment receipt meeting the requirements of 49 C.F.R. 376.11(b). CONTRACTOR shall, immediately upon termination of the Agreement, remove all of COMPANY's identification devices from the equipment and return them to COMPANY via hand delivery or certified mail (provided that if the identification devices have been lost or stolen, a written letter certifying their removal will satisfy this requirement), together with all of the COMPANY's other property, including paperwork and cargo to the COMPANY's nearest terminal. If CONTRACTOR fails to return this property upon termination of this Agreement, CONTRACTOR shall pay the COMPANY all expenses, including reasonable attorney fees, incurred by the COMPANY in seeking the return of such items, and the COMPANY may pursue all other remedies allowed by law or authorized in the Agreement against CONTRACTOR.

4. **IDENTIFICATION OF EQUIPMENT.** COMPANY shall identify the Equipment in accordance with the requirements of the USDOT and appropriate state regulatory agencies. COMPANY shall have the right to place and maintain on the Equipment COMPANY's name and any lettering, advertisement, slogans or designs as COMPANY may choose. CONTRACTOR shall remove such identification at the termination of this Agreement or while operating such Equipment for any purpose other than conducting COMPANY's business. At its discretion, CONTRACTOR may have the identification permanently painted on the Equipment. CONTRACTOR further agrees to keep the Equipment in clean appearance and identified as described herein, at its sole cost and expense. COMPANY agrees that CONTRACTOR may display CONTRACTOR's name and address on the Equipment where required by applicable state law.

5. **SETTLEMENT AND DOCUMENTATION.** COMPANY will settle with and pay gross compensation to CONTRACTOR within fifteen (15) days after CONTRACTOR submits to COMPANY (i) the signed freight bill, delivery receipts or bill of lading, and properly completed

logbooks required by the USDOT and (ii) those documents necessary for COMPANY to secure payment from its customers. COMPANY will give CONTRACTOR, at the time of settlement, a rated freight bill or other document showing equivalent information for each shipment, and a statement showing total hauling revenue and all chargeback items and deductions. CONTRACTOR shall also have the right to inspect, during regular business hours, COMPANY's delivery manifests, tariff and other documents from which chargebacks, deductions rates and charges are computed; provided, however, only that information that would appear on a rated freight bill will be disclosed by COMPANY. With respect to final settlement upon termination of this Agreement, the failure on the part of CONTRACTOR to remove and return to COMPANY all identification devices of COMPANY or a letter certifying their removal shall entitle COMPANY to withhold any payments owed to CONTRACTOR until such obligation is met. **All documents examined by CONTRACTOR under this section are designated Confidential Matters under Section 19 of the Agreement.**

6. **DEDUCTIONS.** CONTRACTOR authorizes COMPANY to charge back to or deduct from CONTRACTOR's gross compensation as stated in Section 16 of the Agreement.

7. **OPERATIONAL EXPENSES.**

(a) **General.** CONTRACTOR shall pay all costs attendant to the operation and maintenance of the Equipment including, without limitation, fuel costs, fuel taxes, empty mileage, all permits, tolls, ferries, detention and accessorial services, base plates, licenses, any unused portions of such items and all costs and expenses described in Section 7 of the Agreement.

(b) **Maintenance and Inspection.** To ensure compliance with Applicable Law, CONTRACTOR must either: (i) provide COMPANY a copy of an inspection report showing the Equipment passed a full annual inspection under 49 C.F.R. § 396.17 within the 60-day period prior to the Effective Date of this Agreement; or (ii) make the Equipment available for an inspection at an appropriate maintenance facility, and have any necessary maintenance or repairs done at CONTRACTOR's expense, before the Effective Date. During this Agreement, CONTRACTOR agrees to have a full inspection performed once every 10 days at an appropriate maintenance facility at CONTRACTOR's expense. CONTRACTOR also agrees to have a full inspection performed at an appropriate maintenance facility within 10 days following any roadside inspection of the Equipment that results in a violation with negative implications for COMPANY's Vehicle Maintenance BASIC, at CONTRACTOR's expense. CONTRACTOR also agrees to make the Equipment available for inspection at any time upon reasonable request by COMPANY at an appropriate maintenance facility, at CONTRACTOR's expense. CONTRACTOR agrees to provide COMPANY with a copy of any inspection reports (roadside or otherwise) immediately upon completion of the inspection and agrees to share with COMPANY maintenance and repair records for the Equipment upon COMPANY's reasonable request.

(c) **Overweight and Oversized Shipments.** CONTRACTOR shall have the duty to determine that all shipments are in compliance with the size and weight laws of states in which or through which the Equipment will travel and to notify COMPANY if the vehicle is

overweight, oversized or in need of permits before commencing the haul. As required by 49 C.F.R. 376.12(e), COMPANY shall assume the risks and costs of fines for overweight and oversize vehicles, when such vehicles are pre-loaded, sealed or the load is containerized, or when the trailer or lading is otherwise outside of CONTRACTOR's control, and of fines for improperly permitted overdimension and overweight loads, and shall reimburse CONTRACTOR for any such fines paid by CONTRACTOR, except when the violations occasioning such fines result from the acts or omissions of CONTRACTOR.

(d) CONTRACTOR Not Required to Purchase or Rent Products, Equipment, or Services. CONTRACTOR is not required to purchase or rent any products, equipment, or services from the COMPANY as a condition of entering into the Agreement. However, in the event the CONTRACTOR elects to purchase or rent any such items from the COMPANY or from any third party, for which the CONTRACTOR requests COMPANY to make deductions from CONTRACTOR's gross compensation, then the parties mutually agree to attach and incorporate the terms of such purchase or lease to the Agreement as a separate addendum.

8. INSURANCE. It shall be COMPANY's responsibility, pursuant to USDOT regulations promulgated under 49 U.S.C. § 13906 and pursuant to applicable state laws, to provide public liability, property damage, and cargo liability insurance for the Equipment at all times while the Equipment is being operated on behalf of COMPANY. However, COMPANY's possession of such insurance shall in no way affect COMPANY's rights of indemnification against CONTRACTOR as provided for in this Agreement.

9. LOSS OR DAMAGE. CONTRACTOR will be liable for loss or damage to items intended for transport occurring while such items are in CONTRACTOR's, including CONTRACTOR's driver's, possession or under CONTRACTOR's, including CONTRACTOR's driver's, dominion and control. Before making deductions from settlements with CONTRACTOR to reflect such loss or damage, COMPANY shall provide CONTRACTOR with a written explanation and itemization of such deductions.

10. CONTROL AND EXCLUSIVE USE. The Equipment shall be for COMPANY's exclusive possession, control, and use for the duration of this Agreement. As such, CONTRACTOR shall not operate the Equipment for any other motor carrier or entity during the term of this Agreement without prior notice to and consent from COMPANY and provided CONTRACTOR complies with the requirements of 49 C.F.R. Part 376. CONTRACTOR shall not commingle freight provided by COMPANY with any other third party freight. COMPANY shall assume complete responsibility for the operation of the Equipment for the duration of this Agreement. This section is set forth solely to conform with USDOT regulations and shall not be used for any other purposes, including any attempt to classify CONTRACTOR as an employee of COMPANY. Nothing in the provisions required by 49 C.F.R. § 376.12(c)(1) is intended to affect whether CONTRACTOR or its drivers are an independent contractor or an employee of COMPANY. An independent contractor relationship may exist when a carrier complies with 49 U.S.C. § 14102 and attendant administrative requirements.

11. PAPERWORK REQUIREMENTS. CONTRACTOR shall submit to COMPANY, on a timely basis, all driver logs and supporting documents (including original toll receipts for COMPANY's

reproduction), physical examination certificates, accident reports, and any other required data, documents or reports. As required by 49 C.F.R. § 376.12(l), COMPANY will keep the original of this Agreement with a copy to be maintained by CONTRACTOR, and a second copy to be carried in the Equipment during the term of this Agreement.

12. SHIPPING DOCUMENTS. CONTRACTOR agrees that all bills of lading, waybills, freight bills, manifests, or other papers identifying the property carried on the Equipment shall be those of COMPANY, or as authorized by COMPANY, and shall indicate that the property transported is under the responsibility of COMPANY or a carrier with which the Equipment has been subcontracted.

13. DRUG AND ALCOHOL TESTING; MEDICAL EXAMINATIONS. CONTRACTOR and its drivers shall comply with: (i) all drug-and-alcohol use-and-testing requirements under Applicable Law; and (ii) COMPANY's Drug and Alcohol Policy, including participation in COMPANY's random drug and alcohol testing program, and any addendums or revisions thereto. Violation by a driver of any drug and alcohol testing in points (i) and (ii) of this Section will immediately disqualify that driver. CONTRACTOR will bear the expense of any initial drug tests; CONTRACTOR will bear the expense of all subsequent drug-and-alcohol tests for all of CONTRACTOR's drivers. CONTRACTOR agrees to ensure that all of CONTRACTOR's drivers complete medical examinations prior to driving and follow-up examinations as required by 49 C.F.R. §§ 391.41 *et seq.* CONTRACTOR will bear the expense of medical examinations for all of CONTRACTOR's drivers.

14. PASSENGER RESTRICTIONS. After conferring with its legal and insurance representatives, COMPANY has determined that having passengers in contractor-provided vehicles raises liability issues to an unacceptable level. As a result, COMPANY must prohibit passengers from being transported in any CONTRACTOR's vehicle while the CONTRACTOR is performing services under his/her independent contractor agreement.

15. COMPLIANCE, SAFETY, ACCOUNTABILITY. CONTRACTOR shall ensure that CONTRACTOR, and any drivers of CONTRACTOR, and CONTRACTOR's Equipment shall at all times meet CSA safety standards sufficient to enable COMPANY to (a) achieve and maintain a "satisfactory" or similar rating that enables COMPANY to operate without FMCSA intervention or restriction pertaining to any of the safety evaluation areas ("BASICS") measured by the FMCSA's Compliance, Safety, Accountability program ("CSA"); (b) obtain insurance coverage without increased costs associated with driver, equipment, or other performance measures under CSA; and (c) be and remain competitive with similarly situated companies with regard to safety performance measures under CSA. CONTRACTOR further agrees to notify COMPANY in writing within two (2) business days of receiving notification from the FMCSA that CONTRACTOR or any of its drivers have been deemed "unfit" or "marginal" based on their safety and compliance performance.

16. CONTRACTOR'S DRIVERS. CONTRACTOR agrees to provide professional drivers who meet all standards found in the Federal Motor Carrier Safety Regulations. CONTRACTOR's drivers must authorize COMPANY to access FMCSA's Safety Measurement System ("SMS") data and FMCSA's Pre-Employment Screening Program ("PSP") reports, both during the driver-qualification process and at any time thereafter. COMPANY will disqualify, for at least the period

specified in 49 C.F.R. § 383.51, any driver who has been convicted of or alleged to have committed a disqualifying violation set forth in that regulation and COMPANY will have the right to disqualify temporarily or permanently any driver (including CONTRACTOR) found to be in violation of Section 6(c) of the Agreement and Sections 13 and 15 of this Appendix.

17. LOADING AND UNLOADING. In the event the shipper or consignee does not assume loading and unloading responsibilities, CONTRACTOR shall be responsible for the loading or unloading of property transported on behalf of COMPANY at CONTRACTOR's expense.

18. LAWS. CONTRACTOR shall comply with all federal, state and local laws, rules and regulations pertaining to his performance under this Appendix C.

19. EFFECT OF VALIDITY ON PROVISION. In case any one or more of the provisions contained in this Appendix C should be or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall in no way be affected, prejudiced or disturbed thereby.

THIS APPENDIX C is agreed to by the undersigned parties as of the latest date set forth below.

COMPANY:

NOW Courier, Inc.

CONTRACTOR:

Signature:



Name:

Ryan Jacobs

Date:

Signature:

Name:

Date:

Appendix D

SECURITY REQUIREMENTS

ACKNOWLEDGEMENT TO SAFEGUARD VEHICLES, PACKAGES AND CLIENT DATA

CONTRACTOR hereby acknowledges and understands that it is the CONTRACTOR's responsibility to secure and protect the Equipment, COMPANY-assigned packages for delivery, and customer data provided to CONTRACTOR or CONTRACTOR's driver by COMPANY or customer.

When making deliveries pursuant to this Agreement, CONTRACTOR agrees to promote safety and security by ensuring Equipment is turned off and locked when unattended and under dispatch, including from the moment CONTRACTOR loads Equipment until completely finished delivering ALL packages. CONTRACTOR also agrees to comply with any additional customer-specific security requirements, including, but not limited to chain of custody requirements. .

CONTRACTOR agrees to keep customer data confidential, including, but not limited to ensuring customer and end-user data is not visible to the public from outside CONTRACTOR's Equipment. CONTRACTOR agrees to protect COMPANY's customer and end-user data and information by making efforts to avoid any information being viewed, copied or stolen while in CONTRACTOR's possession.

Any failure to comply with the terms of this Appendix D, including customer security requirements of any kind, will be considered a material breach of the Agreement. Should such breach result in COMPANY incurring a monetary cost or loss of business from the customer, including, but not necessarily limited to, any monetary penalty payable to the customer, then CONTRACTOR agrees and authorizes COMPANY to deduct all such charges from CONTRACTOR's gross compensation and the Agreement shall be subject to the termination provisions of this Agreement

THIS APPENDIX D is agreed to by the undersigned parties as of the latest date set forth below.

COMPANY:

NOW Courier, Inc.

CONTRACTOR:

Signature:



Name:

Ryan Jacobs

Date:

Signature:

Name:

Date:

Appendix E

PROGRESSIVE BREACH PROCEDURE

Pursuant to this Agreement, CONTRACTOR agrees to abide by and satisfy a number of terms and conditions of differing levels of importance - some independently material to the everyday function of the Agreement with others less so. This Appendix establishes a program for COMPANY to assess CONTRACTOR's breaches of the Agreement and establishes a progressive evaluation formula for determining when the Agreement will or may be terminated.

1. Material Breaches. Upon the commission of a material breach, COMPANY reserves the right to terminate the Agreement for cause at its sole discretion, pursuant to Section 2 of the Agreement. Where CONTRACTOR commits a material breach of the Agreement COMPANY will investigate the circumstances surrounding the breach and make a determination whether the Agreement is to be terminated or continued. While the investigation is underway COMPANY may not assign CONTRACTOR any shipments and will only resume such assignments when the investigation is complete and a decision made to continue with the Agreement. An example of a material breach of the Agreement could involve CONTRACTOR's obligation to comply with Customer Service Standards and all requirements set forth in Appendix D. Also all legal requirements related to the safe operation of the Equipment or compliance with DOT hours of service requirements – both are directly related to issues of safety and COMPANY requires CONTRACTOR to adhere to legal safe operation laws, rules, and regulations. Any failure to comply with these requirements will be considered not only a violation of critical customer requirements and/or applicable law but will also be deemed a material breach of the Agreement.

2. Minor and Major Breaches. The Agreement also imposes upon CONTRACTOR lesser obligations (e.g., ensuring a bill of lading is signed, unprofessional conduct towards a COMPANY employee or customer representative, etc.) in addition to the more significant obligations that can give rise to a material breach. While failing to meet a lesser obligation on a single occasion will likely not constitute a material breach, repeated failures to meet lesser obligations will, in the aggregate, amount to a serious departure from the proper services CONTRACTOR agreed to provide to COMPANY pursuant to the terms of the Agreement. As such, COMPANY will issue a notice to CONTRACTOR when CONTRACTOR has committed a minor or major breach of the Agreement:
 - a. *Minor Breach*. May include, but not limited to, Agreement violations associated with CONTRACTOR's or CONTRACTOR's driver's miscommunication with COMPANY or customer or other human error, CONTRACTOR not providing Timely Notice for declination of offered work pursuant to Section 16(h) of this Agreement, etc.

 - b. *Major Breach*. May include, but not limited to, Agreement violations associated with failure to satisfy Customer Service Standards, failure to secure customer information

or package(s), unprofessionalism or behavior deemed severe towards a customer, customer representative, or COMPANY representative.

If CONTRACTOR accumulates three (3) Minor breaches they will aggregate to one (1) Major breach. If CONTRACTOR accumulates two (2) Major breaches they will aggregate to a Material breach. Upon reaching the Material breach level, COMPANY will commence an investigation into the Minor and/or Major breaches at issue. While an investigation is underway COMPANY may not assign CONTRACTOR any shipments and will only resume such assignments when the investigation is complete and a decision made to continue with the Agreement. Where, following the conclusion of an investigation, COMPANY decides to continue with the Agreement (rather than terminate the Agreement), CONTRACTOR shall be considered on notice that any subsequent Minor and/or Major breach will give rise to a final notice and a letter from COMPANY asserting CONTRACTOR's Material breach of the Agreement. The final notice will advise CONTRACTOR that CONTRACTOR has materially breached the Agreement. At that time, COMPANY may exercise, in its sole discretion, its right to terminate the Agreement for cause.

This Appendix provides notice of COMPANY's understanding of its rights under the Agreement. As an independent business, CONTRACTOR is within his/her rights to seek advice as to CONTRACTOR's rights under the Agreement. Under no circumstance will COMPANY's failure to send CONTRACTOR a written notice of a breach excuse the breach or limit COMPANY's right to assert CONTRACTOR's material breach of the Agreement.

THIS APPENDIX is agreed to by the undersigned parties as of the latest date set forth below.

COMPANY:

CONTRACTOR:

NOW Courier, Inc.

By: _____

By: _____

Printed Name

Printed Name

Dated: _____

Dated: _____

HEPATITIS B VACCINE – NOTICE, CONSENT AND ELECTION FORM

Name: _____ Driver #: _____ Date: _____

Because you may regularly handle donor/patient specimens, it may be beneficial to get the Hepatitis B vaccine. This vaccine does not give you immunity to other viruses, such as Hepatitis Non-A and Non-B. Regardless of whether you are vaccinated, you are advised to continue to handle blood and other bodily fluids with great care and use universal precautions. If you have already received the Hepatitis B vaccine, it may be beneficial to get a booster injection, depending on when you received the vaccine. Contact your medical professional for more information about Hepatitis B and the vaccine, as well as to determine if it is in your best interest to get this vaccine.

CARRIER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE HEPATITIS B VACCINE. BEFORE EXECUTING THIS DOCUMENT, CONTRACTOR SHOULD CONTACT ITS MEDICAL PROFESSIONAL TO CONFIRM WHETHER THIS VACCINE IS RIGHT FOR CONTRACTOR. CARRIER SHALL NOT BE LIABLE FOR, AND CONTRACTOR AGREES TO RELEASE CARRIER FROM ALL LIABILITY AND CLAIMS RELATED TO, ANY LOSS OR INJURY RELATED TO OR ARISING OUT OF CONTRACTOR'S ELECTION TO OBTAIN THE HEPATITIS B VACCINE.

Independent Contractor Security and Privacy
Health Insurance Portability and Accountability Act (HIPAA) of 1996
Health Information Technology for Economic and Clinical Health Act (HITECH) 2010

Effective April 14, 2003, HIPAA provides provisions for National standards of electronic health care transactions as well as establishing privacy rules for covered entities as defined under the Act. Effective February 17, 2010, Business Associates as defined under HIPAA and their subcontractors became directly responsible for HIPAA and the HITECH Act privacy rules. While many of NOW Courier's customers are HIPAA Covered Entities and NOW Courier and thus its independent contractors may be asked to handle Protected Health Information ("PHI") on behalf of Covered Entity customers and their consignees, NOW Courier and its independent contractors are not Business Associates or required to execute Business Associate Agreements with Covered Entity customers under the HIPAA Conduit Exception. The Conduit Exception applies to private couriers like NOW Courier and its subcontractors that simply act as conduits to transport PHI, but do not store PHI on behalf of covered entities and only have access to it on a random or infrequent basis as is necessary to perform the transportation service.

Even though not directly subject to HIPAA and the HITECH Act as Business Associates as a result of the Conduit Exception, NOW Courier and its independent contractors recognize and acknowledge that it is now more crucial than ever to protect an individual's privacy. Improper disclosures by those subject to the rules are subject to criminal and civil penalties with fines and/or prison terms remember that any information learned during the course of business is confidential. Just by walking into a facility you may be exposed to private information – by seeing paperwork or seeing who is being treated. Do not discuss information you may learn with anyone.

Many envelopes and packages contain information such as names, addresses, type of specimen and purpose for testing, etc., that must be safeguarded. Be aware of how items are transported. Take precautions not to carry parcels, or load them in your vehicle, with personal or medical information visible.

Independent Contractor understands that although it and NOW Courier are not Business Associates directly subject to the HIPAA Privacy and Security Rules through the HITECH Act, you are yet bound to protect any cargo that includes PHI pursuant to the provisions of the Independent Contractor Agreement. As a result, Independent Contractor agrees to take all actions necessary to comply with the HIPAA Privacy and Security Rules for Independent Contractors as revised by the HITECH Amendment as though subject to the same, including, but not limited to, the following: Privacy, Security, Training and Notification.

Independent Contractor agrees to not use or disclose PHI other than as permitted or required by the Independent Contractor Agreement or as Required by Law. Independent Contractor shall maintain established policies and procedures to ensure compliance with the Privacy and Security Rules and agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.

Independent Contractor agrees to implement safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of any PHI, including electronic PHI that it creates, receives, maintains or transmits on behalf of Now Courier or its customers as required by the HIPAA & HITECH security rules as though directly subject to the same.

Independent Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Independent Contractor of any loss or inadvertent or intentional use or disclosure of PHI by Independent

Contractor in violation of the requirements of this Agreement. Independent Contractor agrees to report to Now Courier any loss or inadvertent or intentional use or disclosure of PHI transported by independent contractor pursuant to the Independent Contractor Agreement whether or not provided for by this Agreement of which it becomes aware of and/or any Security Incident of which it becomes aware without unreasonable delay pursuant to the Cargo Claim provisions contained in the Independent Contractor Agreement. The notification must include identification of each individual whose unsecured PHI has been or it has reasonably believed to have been breached and any other available information in Independent Contractor's possession.

Signature of Contractor

Driver #

Date

Independent Contractor Information and Election Sheet

Contractor # _____

File Number	_____
Social Security/EIN #	_____
First Name	«FstNm»
Middle Initial	_____
Last Name	_____
Address	_____
City	_____
State	_____
Zip Code	_____
Phone	_____
Emergency Name	_____
Emergency Phone	_____
Birth Date	_____
Date of Contract	_____
License Expiration	_____
Vehicle Model	_____
Vehicle ID	_____
Driver's License #	_____
Insurance Company	_____
Insurance Expiration Date	_____

Please contact the Contractor Relations Department to opt-out of participating in the Cargo Liability Limiter Program.