

**HWY LABS, INC.**  
**ONLINE SHIPPER CONTRACT**

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

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

If you are entering into this Agreement on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind such entity to these terms and conditions, in which case the terms "you", "your," or "Customer" will refer to such entity. If you do not have such authority or if you are not willing to be bound by these terms and conditions, do not accept this Agreement and do not use the Platform or Company Services. By accepting this Agreement or by using or accessing the Services, you agree to be bound by the following terms and conditions.

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

PLEASE NOTE THAT THIS AGREEMENT IS AN ONLINE AGREEMENT AND CANNOT BE CHANGED WITHOUT THE PRIOR WRITTEN CONSENT OF THE BROKER. ALSO NOTE THAT THIS AGREEMENT CONTAINS A BINDING ARBITRATION CLAUSE AND BY CLICKING THROUGH TO THIS AGREEMENT, YOU AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS AND YOU WAIVE ANY RIGHTS YOU MIGHT HAVE UNDER APPLICABLE LAW WITH RESPECT TO A TRIAL BY JUDGE OR JURY.

1. **SERVICES.** Broker will arrange for the interstate and/or intrastate transportation of Shipper's property ("Goods") as a broker and otherwise provide the services set forth in this Agreement ("Services"). To perform the Services, Broker may utilize the services of subcontract motor carriers ("Carriers") to transport the Goods or to transport such Goods with its own equipment. Broker will exercise due diligence in the performance of the Services and will contract only with qualified Carriers. The Services will be performed at

the locations designated by Shipper and at the prices and terms set forth in Schedule 2 or as may be mutually agreed upon by the Parties in writing.

1. **TERM AND TERMINATION.** This Agreement will be effective for one year (the "Initial Term") and automatically renew for successive one-year terms (each a "Renewal Term" and, with the Initial Term, collectively the "Term"), unless Shipper or Broker terminates this Agreement by providing the other party written notice of non-renewal at least 30 days prior to the expiration of the Term. Except for breach by one of the Parties, unless otherwise agreed to by both Parties in writing, this Agreement may not be terminated mid-Term.
1. **NON-EXCLUSIVITY.** This Agreement will not constitute an exclusive arrangement for either Party. Shipper will remain free to engage other persons or entities to perform brokering and shipping services. Broker will remain free to perform brokering and shipping services for any other person or entity.
1. **SAFETY AND COMPLIANCE::** In the performance of this Agreement, Shipper and Broker and its Carriers will, at no additional cost to Shipper, comply with Shipper's safety rules and regulations, including those on Schedule 1 hereto, and with all applicable laws, rules, regulations, and ordinances of any nature whatsoever, including but not limited to employment discrimination, wage and hour, drug-free workplace, OSHA, MSHA, Motor Vehicle Safety, weight limits and environmental laws. Broker and its Carriers have a duty to monitor all applicable weight regulations and no driver will leave or enter Shipper's property or projects with an overweight or unsecured load. Carriers will also securely fasten a tarp to all loose loads or take any other necessary action to prevent material from escaping from the truck.
1. **INSURANCE::** Broker will maintain and require all of its Carriers to maintain worker's compensation, general liability, automotive liability, cargo and excess/umbrella insurance, written by insurers acceptable to Shipper. The minimum required limits and coverages required are as follows:: Workers Compensation Coverage A - Statutory Limits, Workers Compensation Coverage B - \$1,000,000 per occurrence, Auto Liability - \$1,000,000 Combined Single Limit, General Liability - \$1,000,000 per occurrence and \$2,000,000 aggregate, Cargo:: per written agreement, and Excess/Umbrella coverage with minimum limits not less than \$1,000,000. Broker will maintain general liability and contingent liability or automobile liability coverage in the amounts outlined above, which provides coverage for Hired Autos or Any Auto. All policies, except for worker's compensation policies, will name Shipper as an additional insured with primary coverage and will, to the fullest extent permitted by law, defend, indemnify and protect Shipper from all claims, expenses and liabilities in any way related to or arising out of (i) the Services, (ii) any breach of this Agreement, or (iii) any act or omission of Broker or any person or entity performing Services directly or indirectly on behalf of Broker. Shipper's coverage will be non-contributory. To the extent permitted by law, all insurance will expressly provide that all rights of subrogation against the Shipper are waived and that no amendment or cancellation of any policy will be effective until 30 days' written notice to Shipper. Before providing the Services and upon Shipper's request, Broker will provide Shipper with certificates evidencing the required insurance coverage. Shipper's

payment to Broker prior to receipt of the certificates will not diminish Broker's duty to maintain the required insurance and Shipper will not have waived any rights by allowing Broker to perform Services prior to supplying the certificates.

1. **INDEMNITY::**

(a) Broker Indemnification. To the fullest extent permitted by law, Broker and its Carriers will defend, indemnify and hold Shipper, its officers, employees, agents, insurers, sureties, and parent and affiliated corporations (collectively the "Indemnitees") , harmless from any and all third party losses, damages, expenses (including attorneys' fees), claims, suits, liabilities, fines, remedial or clean-up costs, and any other comparable costs (collectively "Claims") arising out of or in any way related to:: (i) the performance of the Services, (ii) any breach of this Agreement, or (iii) any act or omission by or on behalf of Broker, its Carriers and their employees, officer, directors, contractors, and agents (collectively the "Representatives"). The indemnity obligation of the preceding sentence is in addition to, and in no way limited by, Broker's duty to provide insurance. When required by law, Broker's indemnification obligation will be limited to \$5,000,000 and the Parties agree that said amount bears a reasonable commercial relationship to the work related to this Agreement.

(b) Shipper Indemnification. To the fullest extent permitted by law, Shipper will defend, indemnify and hold Broker and its Indemnitees, harmless from any and all third party Claims arising out of or in any way related to:: (i) any breach of this Agreement, or (ii) any act or omission by or on behalf of Shipper and its Representatives.

1. **LIENS AND AUDIT::** All funds paid by Shipper to Broker for the Services will be deemed in trust for the payment of all labor and materials supplied in the course of Broker's performance of the Services. The funds will not become the property of Broker until full payment is made for all such labor and materials. Shipper will have the right to audit Broker's operations to ascertain that Broker and its Carriers are maintaining the insurance, permits, licenses, and safety ratings required by this Agreement. In addition, Shipper will have the right to audit Broker's operations in order to verify that Broker has made all required payments to the Carriers performing the Services.
1. **INDEPENDENT CONTRACTOR STATUS::** Broker and the Shipper agree that they are and will remain independent contractors solely responsible for compliance with all applicable tax, unemployment compensation, worker's compensation and other laws, including all recordkeeping, wage payment, payroll withholding, and all other requirements for full compliance. Notwithstanding anything to the contrary herein, the relationship between the Parties is non-exclusive. Broker, in furnishing the Platform and Services to Shipper, is acting only as an independent contractor. No relationship of employment, franchise, agency, fiduciary, partnership or joint venture is created by this Agreement or any Statement of Work. Neither Party can use the other Party's trade-marks, trade names, logos, domain names or other indicia of source, affiliation or sponsorship, in each case, without the prior written express consent from such Party. Except as set forth herein, neither Party may bind the other Party to any contract or agreement with a third party. Nothing in this Agreement is intended to, or should be

construed to, create a partnership, agency, joint venture or employment relationship between the Parties and any of their employees or agents. Neither Party is authorized to make any representation, contract or commitment on behalf of the other Party. Neither Party nor any of their employees will be entitled to any of the benefits that the other Party may make available to its employees, including, but not limited to, group health or life insurance, profit-sharing or retirement benefits.

1. **OPERATION AND AUTHORITY::** Broker warrants that its Carriers are authorized to transport, as motor-carriers, freight in interstate, intrastate and foreign commerce (if applicable) and to provide Shipper the Services outlined in this Agreement. Broker will have written contracts with its Carriers which include the following requirements:: (a) Carrier will, at its sole cost and expense, operate its vehicles and equipment in lawful manner and maintain the same in full compliance with the requirements of the Federal Motor Shipper Safety Regulations ("FMCSR"), (b) Carrier will bear the cost of all fuel, tires and other supplies necessary for the safe operation of its vehicles, (c) Each driver utilized by a Carrier to provide services under this Agreement ("Driver") will hold a valid Commercial Drivers" License ("CDL") and will otherwise meet all of the physical, training and other legal qualifications for commercial motor vehicle drivers, (d) each Carrier will ensure that each Driver is subject to drug and alcohol testing as required by law, (e) Broker and its Carriers will comply with all regulations applicable to the Services and require all personnel to maintain the highest standards of professionalism in the performance of the Services, (f) Broker and its Carriers will verify that any workers performing Services are authorized and eligible to perform services as employees in the United States, (g) each Carrier will supply all necessary load securement devices, secure the load, and provide any other accessories necessary to transport Shipper"s freight lawfully and safely, (h) When any part of a load has been secured by any party other than Carrier, Carrier will inspect, and, as necessary, correct, the load securement to ensure compliance with all applicable laws and regulations, (i) each Carrier will pick up, transport, and deliver freight tendered by Shipper in strict compliance with Shipper"s schedules for pickup, transportation and delivery, (j) Broker will be responsible for dispatching Carriers and equipment to meet Shipper"s transportation requirements, and (k) Unless otherwise agreed to in writing, Broker and its Carriers will obtain all required permits, pilot cars and other accessorial services.
1. **MONITORING, DAMAGED OR REJECTED SHIPMENTS.** Broker will closely monitor the Carriers used in the performance of this Agreement so that the Drivers and vehicles comply with all applicable regulations. If Shipper"s customer rejects a shipment or a Carrier is unable to deliver a shipment in a timely manner for any other reason, Broker will provide prompt notice of the delivery issue to Shipper. Broker will immediately notify Shipper of any damaged shipment and photograph any damaged shipment. Shipper will instruct Broker as to the manner of disposal of the damaged shipment and the parties will agree on any compensation for the returned shipment in writing.
1. **SHIPPER SUPPLIED EQUIPMENT.** From time to time, Broker or its Carriers may transport Shipper"s Goods on trailing equipment supplied by Shipper. Broker and its Carriers will be liable for any loss or damage to such equipment, normal wear and tear

excluded. Carrier will not use Shipper's equipment to provide services to any other person or entity.

1. **ASSIGNMENT AND MODIFICATION::** This Agreement and any payments made under this Agreement may not be assigned by Broker to any person or entity without Shipper's advance written consent. Any modification of this Agreement must be in writing and signed by both Parties. In the event any term of this Agreement conflicts with the term of any other document, including any bills of lading, this Agreement will govern the relationship between the parties.
1. **CONFIDENTIALITY AND USE OF NAME::** Each Party will treat the other Party's business information, including Shipper's customers, as confidential information and will not disclose the information to any third party unless required by law. Neither Party will use the other's name, trademarks or trade names without the other's express written consent.
1. **SEVERABILITY::** This Agreement will be binding upon and inure only to the benefit of the Parties and their successors-in-interest. If any provision of this Agreement is found unenforceable by any arbitrator or court, Shipper and Broker agree that such provision will be modified to the minimum extent necessary to render it enforceable, and that the remainder of this Agreement will not be affected by the modification of such provision.
1. **DISPUTE RESOLUTION, MEDIATION AND BINDING ARBITRATION.** In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the parties hereto will use their best efforts to settle the dispute, claim, question, or disagreement (collectively the "Dispute"). To this effect, they will consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties including escalation to senior management. If they do not reach such solution within a period of 30 days, then, upon notice by either Party to the other, the Dispute will be submitted to mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration or some other dispute resolution procedure. finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules. If a dispute arises out of or relates to this Agreement, or the breach thereof, and if the dispute cannot be settled through negotiation, the Parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration or some other dispute resolution procedure. If the Parties are unable to resolve the Dispute through Mediation, the Dispute will be settled by binding, mandatory arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The Dispute will be submitted to one Arbitrator, who will be agreed to by both Parties. Discovery will be limited to one set of interrogatories, one set of request for admissions, one set of document requests, and one deposition of the person identified by the applicable most knowledgeable of the

Dispute. The decision of the Arbitrator will be final and binding on the Parties and not appealable.

1. **LIMITATION OF LIABILITY.**

(a) Limitation of Damages. EXCEPT (i) AS REQUIRED BY APPLICABLE LAW, (ii) FRAUD, (iii) WILFUL MISCONDUCT, (iv) GROSS NEGLIGENCE, (v) DEATH, (vi) PROPERTY DAMAGE, (vii) BREACH OF CONFIDENTIALITY, OR (viii) INDEMNIFICATION, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, FOR ANY:: (i) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE OR PROFIT OR DIMINUTION IN VALUE, (ii) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES, OTHER THAN FOR THE ISSUANCE OF ANY APPLICABLE SERVICE CREDITS PURSUANT THERETO, (iii) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY, OR (vi) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(b) Cap on Liability. EXCEPT (i) AS REQUIRED BY APPLICABLE LAW, (ii) FRAUD, (iii) WILFUL MISCONDUCT, (iv) GROSS NEGLIGENCE, (v) DEATH, (vi) PROPERTY DAMAGE, (vii) BREACH OF CONFIDENTIALITY, OR (viii) INDEMNIFICATION, IN NO EVENT WILL THE AGGREGATE LIABILITY OF EITHER PARTY UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, EXCEED ONE TIMES (1X) THE AGGREGATE AMOUNT PAID OR PAYABLE BY SHIPPER UNDER THIS AGREEMENT IN THE TWELVE-MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO LIABILITY. EACH PARTY ACKNOWLEDGES THAT THE AMOUNTS PAYABLE HEREUNDER ARE BASED IN PART ON THESE LIMITATIONS. THE PARTIES AGREE THAT THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

1. **GOVERNING LAW AND DISPUTE RESOLUTION**:: This Agreement will be governed by and construed in accordance with the laws of the State of California without regard to its choice or conflict of law provisions. Each Party hereby consents to exclusive jurisdiction and venue in the state and federal courts for Santa Clara County, California. In the event of a dispute, the prevailing Party will be entitled to recover reasonable attorney's fees and costs.

THIS AGREEMENT AND SCHEDULE A, ATTACHED HERETO, IS BINDING UPON THE ABOVE DEFINED PARTIES. BY SIGNING UP FOR THE SERVICES AND/OR ACCESS TO

THE PLATFORM, THE CARRIER AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT AND SCHEDULE A, ATTACHED HERETO. BY CLICKING THROUGH THIS AGREE, CARRIER ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT AND SCHEDULE A, ATTACHED HERETO, AND AGREE TO BE BOUND BY IT WHETHER OR NOT IT ACTUALLY SIGNS THE AGREEMENT. BY DOING SO, YOU ACCEPT AND APPROVE THIS AGREEMENT AND SCHEDULE A, ATTACHED HERETO, AND YOU ACKNOWLEDGE THAT THIS AGREEMENT, SCHEDULE A, ATTACHED HERETO, AND THE TERMS AND CONDITIONS SET FORTH HEREIN AND THEREIN ARE ENFORCEABLE AGAINST YOU. YOU ACKNOWLEDGE THAT THIS AGREEMENT CONTAINS A BINDING ARBITRARY CLAUSE AND YOU HEREBY WAIVES ANY RIGHTS IT MAY HAVE TO TRIAL BY JUDGE OR BY JURY.

## **SCHEDULE 1**

### **SAFETY POLICY AND OPERATING REQUIREMENTS**

All persons visiting Shipper's facilities or projects must comply with the following safety rules in addition to any safety regulations imposed by law. These rules are not intended to encompass every conceivable situation or to contradict any applicable laws, legal duties, or more stringent site-specific rules. As a result, these general safety rules should always be considered subject to such laws, duties, rules and the exercise of reasonable judgment.

1. Pursuant to 49 CFR 382.301, prior to the first time any of Carrier's drivers performs safety-sensitive functions, the Carrier will require the driver to undergo testing for controlled substances as a condition to being used, unless the Carrier qualifies for an approved exception. The Carrier will not allow any driver to perform safety-sensitive functions unless the employer has received a controlled substances test result from the Medical Review Officer or Consortium/Third Party Administrator indicating a verified negative test result for that driver.
1. MAINTAIN AWARENESS OF THOSE AROUND YOUR VEHICLE AT ALL TIMES.
1. Establish and maintain eye contact with anyone directing you while backing. IF, AT ANY TIME, YOU LOSE SIGHT OF ANY PERSON AROUND YOUR VEHICLE, STOP YOUR VEHICLE IMMEDIATELY. Do not continue backing until you have located this person and are assured that there is no one else behind your vehicle. NEVER assume that a person around your vehicle has seen you or heard you or will get out of the way. It should be second nature for you to stop in this situation and to remain stopped until it is clearly safe to proceed. WHEN IN DOUBT, STOP.
1. A "spotter" (also known as a "backer" or "observer") must be guiding you whenever you are backing up a vehicle. The spotter must be guiding you the entire time—no matter how little or how far you are backing up the vehicle. If you lose sight of the spotter at any time, stop backing immediately.
1. All vehicles with obstructed rear views must be equipped with functioning backup alarms and/or cameras. Although backup alarms are meant to warn others that you are moving in reverse, they do not guarantee that everyone will see you, hear you, or get out of your

way, nor do they guarantee that all "blind spots" behind your vehicle are clear. It is extremely important, therefore, to STOP and ask for assistance if you need help while backing. WHEN IN DOUBT, STOP.

1. You must obey all speed limits and other traffic control at all facilities.
1. Your headlights must be on at all times, day or night.
1. Do not leave your vehicle unattended, unless it is absolutely necessary. When you do determine that it is absolutely necessary to leave your vehicle unattended, ensure that your vehicle is properly secured and that it is safely located.
1. Use extreme care when entering and exiting all facilities and projects.
1. Do not use cell phones or other communication devices at all, unless you are (1) in a building or trailer, (2) in a properly secured, safely located, and completely stopped vehicle that is not performing or waiting to perform operations (for example, you may not use cell phones while loading, unloading, or waiting to load/unload), or (3) receiving, or responding, to instructions related to the work at hand (but only if it is safe to do so).
1. Familiarize yourself with the area in which you are operating your vehicle by becoming aware of, among other things:: overhead wires/power lines that could be struck by any part of your vehicle.
1. Carrier will clean all tailgates and securely fasten a tarp to all loose loads or take any other necessary action to prevent material from escaping from the truck.
1. If Carrier fails to require its driver(s) to comply with Shipper"s safety and operating requirements, this Agreement will be terminated upon written notice.
1. ACCIDENT/SPILL REPORTING:: Any accident with another vehicle or stationary object, or any material spill while laden with Shipper"s products must be reported to the Shipper immediately. Any accidents or spills should first be reported to the proper authorities.
1. Carrier will comply with all applicable weight regulations and inspect all loads prior leaving or entering Shipper"s projects or facilities. No driver will leave or enter Shipper"s projects or facilities with an overweight, unsecured or unsafe load.
1. PERSONAL PROTECTIVE EQUIPMENT:: Carrier will instruct and require all of its employees to comply with Shipper"s Personal Protective Equipment ("PPE") requirements. The PPE requirements include the following::

<b>Job/Operation</b>	<b>Type of Hazard(s)</b>	<b>PPE Required</b>
Driver	Head Hazard — impact	Hard Hat
Driver	Foot Hazard — impact	Steel Toe Shoes
Driver	Face/Eye Hazard — impact AND dust	Safety Glasses
Driver	Skin Hazard - abrasion	Sleeved Shirt AND Long Pants
Driver	Face — liquid spray	Face Shield



Driver

Hands — abrasion AND burns

Gloves (Elbow Length—Liquid  
AC)

## **SCHEDULE 2**

### **PRICES AND TERMS**

Broker will invoice the Shipper directly and following completion of each Shipment. Payment of the amount due will be made by Shipper within 30 days of receipt of the invoice. Shipper will have no obligation to pay any invoice that is not presented within **ninety (90) days** of a completed Shipment.

Broker will be responsible for issuing payment to its Carriers and will submit with any such invoice whatever affidavits, releases, waivers, or other documents relating to the services covered by such invoice that Shipper may request.

Shipper is authorized to withhold the amount of any claim for payment of labor or services allegedly furnished for the benefit of Shipper by the Carriers. Further, Shipper is authorized to make payment to Broker and any such claimant by joint check

Shipper will pay Broker for loads actually delivered, as evidenced by Broker's reference to a bill of lading or Shipper's "Ship Ticket Number" assigned to each load. Such ship tickets will serve as a form of Memorandum Bill of Lading identifying specific loads accepted for delivery, designated delivery points and consignees.

Payments will be made in accordance with the schedule below, if any, or as otherwise agreed to in writing by the Parties on per shipment basis. Unless otherwise agreed to in writing, the shipments are subject to Shipper's current **Energy Rate Surcharge Schedule**.

Costs for all permits for over-dimensional or overweight loads, and any required escort vehicles secured by Shippers, will be billed to Shipper at actual cost.

Unless expressly agreed to in writing by the Shipper, Broker and its Carriers will not combine Shipper's loads with the load of any other shipper.

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