

Moore Logistics Group LLC CARRIER AGREEMENT

1. RECITALS

This agreement is made as of this _____ day of _____ 20__ by and between Moore Logistics Group LLC and _____ (Client's Company Name), licensed by the FMCSA as an interstate carrier of property holding authority, MC # _____ and/or DOT# _____, hereinafter referred to as 'Client'. Client desires to retain Moore Logistics Group LLC by executing a Limited Power of Attorney form to find and secure freight for Client and dispatch Client's equipment. Moore Logistics Group LLC and the Client have, upon due consideration, determined that an agreement to their mutual advantage and best interest has been formed, and thereby agrees to the terms and conditions listed within this agreement. Prior to the implementation of this agreement, Client must furnish to Moore Logistics Group LLC the following documents:

1. _____ This Carrier Agreement (completed, dated and signed).
2. _____ A signed and dated Limited Power of Attorney form.
3. _____ A completed Company Profile Sheet.
4. _____ Truck Operation Form.
5. _____ Copy of owner operator's CDL and Driver's CDL License
6. _____ A list of three established references, if applicable
7. _____ Copy of Client's Authority (MC Permit).
8. _____ A signed W-9 form.
9. _____ Proof of Insurance Certificates**.

We require at least \$1,000,000 and at least \$100,000 in Cargo Coverage.

2. RELATIONSHIP

The relationship of CLIENT and Moore Logistics Group LLC shall at all times, be that of an independent contractor. Moore Logistics Group LLC shall be the agent working on behalf of CLIENT to search for loads, book them, dispatch, and handle all paperwork directly with the broker and/or shipper.

3. RATE AGREEMENT (Please check plan preferred)

See "Attachment A" for additional details on Page 5

- 10% Pay Per Load SEMI- Power Only
- 10% Pay Per Load SEMI- Dry Van, Reefer, Flat Bed, or Step deck
- 10% HotShot 35 foot-40 foot
- 10% HotShot 24 foot -30 foot
- 12% PART-TIME- part time trucks are charged more if you choose not to use us on every load. It takes time away from the dispatcher finding loads for full-time trucks.
- 12% PART-TIME Hotshot 24 foot- 30 foot

4. TERM

The term of this Agreement shall be effective upon the date signed by both parties to this Agreement and shall continue thereafter for a term of seven (7) days of such date, and automatically from week to week thereafter, subject to the right of either party hereto to cancel the Agreement at any time upon not less than seven (7) days written notice by one party to another. Client must send notification by mailing said Revocation Notice to: MOORE Logistics Group LLC 457 Garden Drive Mechanicsburg, PA 17055, info@moorelogisticsgroup.us.

5. STATEMENT OF WORK

Moore Logistics Group LLC's objective is to design a proactive logistics plan based on the Client's territorial preference. The plan is influenced by the current situation on the market and/or region, in order to take advantage of the most profitable loads. Moore Logistics Group LLC's logistics coordinators (dispatchers) will find loads that best match the Client's preferences and will communicate such options with the Client and/or its driver(s). Once the Client agrees to accept the load, Moore Logistics Group LLC will send all necessary and required supporting documents to the broker/shipper. Once the rate confirmation is received, it will be forwarded to the Client for their records.

Moore Logistics Group LLC agrees to:

1. Find freight that best matches the profile for the Client.
2. Contact Client with load matches and go over options.
3. Email to shipper/broker the Client's Authority, W-9, proof of insurance, and order insurance certificates if required, along with any other required supporting documentation upon the Client agreeing to take a load.
4. Provide the driver with all dispatch instructions for pickup, transit and delivery.
5. Assist with any problems that arise in the transit of the load within our capabilities. The Client is responsible for its own equipment. We will put forth our best effort to direct the Client to a service that may be of help.
6. Hold on to the dispatch, accessorial information, etc. until the load is completed. Once completed, Moore Logistics Group LLC will email all documents to the Client.
7. Forward the final load confirmation and email all documentation to the Client, concluding that all services have been performed in full.

6. CONSIDERATION

The client agrees to pay Moore Logistics Group LLC a non-refundable Two Hundred Fifty Dollar (\$250.00) setup/admin fee, and as per the agreed quotes and terms, as stated in Section 3 of this agreement. The agreed upon term rates are required to be paid to Moore Logistics Group LLC as per the conditions of the agreement.

Moore Logistics Group LLC will invoice the Client every Friday of the week by 6pm EST. Payments are due every week on Tuesday, no later than 6pm EST. A 5-day grace period will be allowed before the account becomes overdue. At 13-days the account will be suspended and a reactivation fee of \$200 will apply in addition to any overdue fees. After 30-days the account may be placed for collection. Moore Logistics Group LLC will invoice and provide receipts upon payment to the Client via email. Payment can be made to Moore Logistics Group LLC via Zelle, PayPal, Apple Pay and/or ACH.

7. ADDITIONAL PROVISIONS

Once service has concluded per Page 2 of Section 5 line 7, it will be the responsibility of the Client to handle directly with the shipping party any overages, shortages, damages, or billing and collections issues.

In no event will Moore Logistics Group LLC be liable for any incidental, consequential, or indirect damages for the loss of profits, or business interruption arising out of the use of the service.

Client will have the sole and exclusive care, custody and control of the shipper's property from the time it is picked up for transportation, until it is delivered to the destination. Client assumes the liability of a common carrier for loss, delay, damage, or destruction of any and all of the shipper's goods or property while under the Client's care. This includes, but is not limited to loading and unloading problems or issues, delays, overages, shortages, damages, and billing and collection issues and hours of services.

Client specifically agrees that all freight tendered to it by Moore Logistics Group LLC's dispatch service shall be transported on equipment operated only under the authority of Client, and that Client shall not in any manner sub-contract, broker, or in any other form arrange for the freight to be transported by a third party without the prior written consent of Moore Logistics Group LLC.

Client will be responsible for notifying Moore Logistics Group LLC of changes to authority, insurance, client profile or ownership.

Client agrees to provide, operate and maintain in good working condition, motor vehicles and all allied equipment necessary to perform the transportation schedule in a safe, efficient and economical manner.

Client agrees to provide properly qualified, trained, and licensed drivers to perform the transportation and related services under this Agreement and each transportation schedule in a safe, efficient, and economical manner. Client's personnel are expected to conduct themselves in a professional manner at all times and shall ascertain and comply with all of the Customer's facility rules and regulations when on the Customer's premises.

Moore Logistics Group LLC will work within the established parameters of the Clients Company/Carrier Profile. Moore Logistics Group LLC will notify Client of best-matched loads and will provide a full level of communication with said Client. Client agrees to allow Moore Logistics Group LLC to book loads without prior approval, with the understanding that Moore Logistics Group LLC will only book loads that are in the best financial interest of said Client.

Moore Logistics Group LLC will notify Client of load-required qualifications or additional insurance, if necessary. Moore Logistics Group LLC will furnish to Client necessary information for qualification of insurance required.

In the event that Moore Logistics Group LLC books a load with the Client's approval and/or matching the Client's truck posting, the Client agrees to pay Moore Logistics Group LLC as agreed in Section 3 of this Agreement for services rendered. NOTE: To avoid charges for unavailable equipment, it is imperative to notify Moore Logistics Group LLC immediately if the truck is loaded from another source or no longer available for any reason. If Client does not give the proper notice that the truck is no longer available, Client may be subject to a \$50 fine that MUST be paid BEFORE we can accept any further opportunities for the truck.

Client agrees that if a higher line haul rate is needed for the shipment, they will notify Moore Logistics Group LLC BEFORE the load is secured. Once the Client tells Moore Logistics Group LLC they will accept the shipment at a specific rate, this is verbal acceptance and the load is secured. Should the carrier back out or ask for more money after the load has been secured, there will be a penalty of \$100 for the first occurrence and \$200 for the second occurrence that MUST be paid before we can accept another load on the Client's behalf. If this happens more than twice, Moore Logistics Group LLC has the right to terminate the agreement between Moore Logistics Group LLC and the Client.

Client agrees that they will advise Moore Logistics Group LLC in a timely fashion should the Client not be available for dispatch more than one (1) day at a time. (If Client is not working for any amount of time, please let us know ASAP so that we do not plan any loads for Client's truck.)

7. DISCLAIMER

Moore Logistics Group LLC is NOT responsible for:

- 1. Billing Issues.
- 2. Load problems.
- 3. Advances. (All advances will have to be handled directly between Client and shipper/broker unless requested by Client.)
- 4. Handling and storage of paperwork. (All documents will be sent to Client unless other arrangements are made)
- 5. DOT compliance issues.
- 6. SPIKE INSURANCE.
- 7. Processing the factoring of any booked loads. This is the sole responsibility of the owner operator or fleet owner.

8. GOVERNING LAW

This agreement shall be governed by and construed in accordance with laws of the State of Pennsylvania without giving effect to any choice of law or conflict of laws provision or rule (whether of the State of Pennsylvania or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Pennsylvania.

9. JURISDICTIONS AND VENUE

Moore Logistics Group LLC and Client hereby consent to and agree to submit to the jurisdiction of the Federal and state courts located in Cumberland County, Pennsylvania in connection with any claims or controversies arising out of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as the first date written.

<hr/> <p>(Print Company Name)</p> <hr/> <p>(Signature of Company Officer)</p> <hr/> <p>(Print Company Officer's Name)</p> <hr/> <p>(Company Officer's Title)</p>	<p>Moore Logistics Group LLC</p> <hr/> <p>(Print Company Name)</p> <hr/> <p>(Signature of Dispatching Representative)</p> <p>Aaron D. Moore</p> <hr/> <p>(Print Representative Name)</p> <p>PRESIDENT/CEO</p> <hr/> <p>(Company Officer's Title)</p>
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AGREEMENT FOR DISPATCH SERVICES

ATTACHMENT "A"

This attachment pertains to the selected level of service noted on Page 1 Section 3 of this agreement for _____ (Client), and will remain in effect until either Client requests to have a change in service, wishes to terminate this Service Agreement, or Client is canceled by Moore Logistics Group LLC for cause.

Percentage Rate Agreement: This plan is detailed as a percentage of gross revenue rate plan, which is for services provided. This plan includes all services listed on Page 2 Section 5 line items 1 – 7 of this agreement. The cost of this plan is the percentage chosen of the gross revenue (excluding accessorials) per truck enrolled with Moore Logistics Group LLC. Invoices will be sent out weekly. Payment for this plan is to be made in full within 4 days of the invoice date.

DEDICATED LANES: All dedicated lanes obtained by Moore Logistics Group LLC are subject to a flat rate of 10% for the duration length of the dedicated lane contract term between Moore Logistics Group LLC and the Client.

NON-SOLICITATION: Client agrees not to solicit traffic from any shipper, consignor or customer of Moore Logistics Group LLC dispatch service where the carrier transports loads, or is made aware of such traffic, as a result of Moore Logistics Group LLC dispatching efforts. It is further agreed that this non-solicitation provision shall be in force and effect during the term of this AGREEMENT and for a period of one (1) year from the date the termination of this AGREEMENT for any reason. In the event of non-compliance with the specific provisions of this paragraph, CLIENT upon discovery of breach, will be liable to Moore Logistics Group LLC one hundred percent (100%) of the gross transportation revenue received by CARRIER from said shipper(s) within one (1) year after the date of termination of this agreement.

CARRIER _____ DATE _____