

BUSINESS PROVIDER OPTION & INDEPENDENT CONTRACTOR AGREEMENT

This Business Provider Option & Independent Contractor Agreement (“Agreement”) is made by and between (Fast Lane Express Delivery, LLC) d/b/a Fast Lane Express Delivery (“Company”), and _____ as the independent business provider for the contract services (“Contractor”), collectively referred to as the “Parties”.

1. Independent Contractor Relationship:

a. Contractor is formed and operates as a business entity such as, but not limited to, one or more of the following businesses: corporation, partnership, sole proprietor or other business entity. The name of Contractor’s separate business is identified as (_____) and Contractor is doing business as (_____). The Independent Contractor representative signing this Agreement on behalf of the Contractor is identified as (_____) (“Contractor representative”).

b. Contractor desires to provide interstate and/or intrastate delivery services and/or expedited delivery services to Company’s client(s) or customer(s) as an independent contractor (“contract services”).

c. The Parties are contracting in this Agreement for: (i) providing business options for Company to offer contract services opportunities to Contractor as an independent contractor; (ii) Contractor’s business option to decline or accept contract services opportunities when made available by or through Company; and, (iii) Contractor providing contract services as an independent contractor, upon Contractor’s acceptance of the contract delivery service and completing performance thereof, for negotiated and agreed upon payments from Company.

d. Contractor warrants, represents, and agrees that Contractor independently operates as a separate business apart from Company, Contractor will continue to independently operate as a separate business apart from Company, Contractor holds its/their separate business out to the public or delivery industry as an independent business for hire related to contract services, Contractor files taxes as a separate business apart from Company, and/or Contractor holds a business license as a separate and independent legal entity apart from Company.

e. Contractor warrants, represents, and agrees that Contractor is free to contract with third parties unrelated to Company to provide similar contract services. Contractor further warrants, represents, and agrees that Contractor may freely seek and/or advertise for similar contract opportunities with other businesses or persons who are not affiliated with Company. Contractor may use Courierboard.com and other similar marketing and business tools for business unrelated to Company. Contractor warrants, represents, and agrees that Contractor does not economically rely on Company for the contract services.

f. Any exceptions related to this Section 1(e), if any, were negotiated and mutually agreed to by the Parties for the protection of business interests, such exceptions, if any, are set forth in this Agreement, and the Contractor agrees that such exceptions, if any, do not cause Contractor to be an employee of Company, do not cause Contractor to economically depend or rely upon the Company for contract services, and Contractor warrants, represents, and agrees that such exceptions, if any, do not control Contractor for purposes of an employment relationship.

g. Contractor warrants, represents, and agrees that Contractor is free to accept or decline contract services opportunities, which are made available to Contractor by Company. Similarly, Company is not obligated to provide Contractor with contract services, contract services opportunities, or make available a fixed or identified amount or volume of contract services opportunities, deliveries, or contract services at any time for any customer or client of the Company.

h. Contractor is free to decide hours of operation for Contractor's business. Contractor is free to decide scheduling for time periods in which Contractor is available for contract services opportunities, and may decline to accept contract services opportunities. Contractor is free to advise Company of Contractor's availability or scheduling for contract services opportunities, and may change such scheduling or availability prior to accepting contract services.

i. Contractor understands and agrees that Contractor is free to engage in other business or personal activities (not associated with Company) during time periods that Contractor has elected to wait for contract services opportunities to be made available by or through Company. Contractor understands and agrees that Company does not control Contractor during any period of time that Contractor is waiting for contract services opportunities and/or is not engaged in the actual delivery of items or matters made available by or through Company.

j. Upon acceptance of contract services for a delivery or deliveries, Contractor agrees to perform and complete the contract services in the time period requested for the delivery.

k. Contractor warrants, represents, and agrees that Contractor independently performs the contract services, and Company does not control Contractor's performance of contract services. Contractor has voluntarily agreed to perform and meet the requests of Company's customer(s) or client(s) upon Contractor's acceptance of contract services that are made available to Contractor by and through Company.

l. Contractor may utilize or engage the services of other contractors, labor services, or businesses to perform and complete contract services accepted by Contractor. Contractor understands and agrees that Company may communicate with, utilize, and/or engage the services of other contractors, labor services, or businesses to perform and complete contract services. There is not an exclusive relationship for

contract services or contract services opportunities by and between Contractor and Company.

m. Contractor understand and agrees that Contractor may co-mingle deliveries for businesses or persons (not associated with Company) to the extent such co-mingling does not violate the contract services and/or delivery terms accepted by the Contractor, the terms of this Agreement, and/or the terms or request of the Company's client or customers.

n. Contractor agrees to be solely responsible for all matters relating to or arising from any person or business directly or indirectly associated with contract services or performance of contract services, by, through, or on behalf of Contractor (herein referenced as "Contractor worker" "Contractor worker(s)" "Contractor workers"). Company will only have an obligation to make payments directly to Contractor (not Contractor workers) upon completion of contract services that comport with the terms of this Agreement, the terms of contract services, and/or the requests or terms associated with Company's customer or client.

o. Contractor warrants, represents, and agrees that Contractor and Contractor workers will not violate or breach the terms of this Agreement, the terms of contract services, and/or the requests or terms associated with Company's customer or client. Contractor warrants, represents, and agrees to remain solely responsible and liable for any acts, omissions, decisions, or matters associated with Contractor workers.

p. Prior to performing contract services, Contractor agrees to provide reasonable notice to the Company of the identity of such person or business performing the contract services. Contractor agrees that the Company shall have the option to withdraw the contract services or renegotiate payment rates to Contractor based upon the person or business performing the contract services on behalf of Contractor.

q. Contractor warrants, represents, and agrees that Contractor, including any Contractor workers, subcontractors, individuals providing labor, partners, members, shareholders, owners, affiliated persons, affiliated entities, or representatives of Contractor, including the person executing this Agreement on behalf of Contractor, is/are not an employee of Company.

r. Contractor does not desire to be classified as an employee of the Company. Contractor warrants, represents, and agrees that Contractor and any Contractor representative, Contractor worker(s), or any person or business acting by or through Contractor, is/are properly classified as an independent contractor of Company. It is a violation of this Agreement for Company or Contractor to directly or indirectly represent that Contractor, and/or any Contractor representative, Contractor worker, or any person or business acting by or through Contractor, is an employee of Company.

s. Contractor agrees that Company is the not the common law, joint employer, or statutory employer of Contractor, Contractor workers, or any persons, or entities performing services by or through Contractor. Contractor warrants, represents, and agrees that Contractor, including any Contractor workers and/or persons or entities performing services by or through Contractor, are not lawfully entitled to and will not

receive employment compensation, benefits, or terms and conditions of employment from Company, including but not limited to, worker's compensation insurance, health insurance, life insurance, disability insurance, vacation pay, sick leave, severance, retirement, or other such benefits or compensation related to employment. Contractor is solely responsible for all matters related to compensation and benefits for any Contractor workers and/or any person or business performing services by, through, or for Contractor, including, but not limited to, compliance with laws governing workers' compensation, Social Security, unemployment, payroll taxes, any related employer assessments or contributions required by law, and all other regulations governing such matters.

t. Contractor warrants, represents, and agrees to ensure that any person or business performing contract or delivery services, by, through, or on behalf of Contractor, to or through Company, will review and sign this Agreement or (Attachment "A") incorporated into this Agreement, whichever is preferred by Company based on the circumstances, and Contractor will provide an executed copy of the Agreement or (Attachment "A") to the Company prior to performing any contract services or delivery. In addition, Contractor warrants, represents and agrees that Contractor's agreements, representations, or warranties with respect to independent contractor status, dispute resolution, arbitration, and all other terms set forth in this Agreement that protect or favor the Company, shall be enforceable against Contractor, Contractor workers, and Contractor representatives.

u. Company's payment obligations, if any, exclusively and solely flow to Contractor. Any payment agreements between Contractor and Contractor workers or persons or businesses retained or hired by Contractor are not binding on Company. Contractor shall be solely responsible for all terms and conditions entered into by and between Contractor and Contractor workers. Contractor shall at all times remain responsible and liable for breach of this Agreement by Contractor workers.

v. Contractor warrants, represents, and agrees that Contractor and Contractor workers understand the legal distinction, meaning, and scope of an independent contractor relationship under any applicable or governing laws, including but not limited to, laws that are not recited in this Agreement. Contractor warrants, represents, and agrees that Contractor and Contractor workers understand the legal distinction, meaning, and scope of an employment relationship under laws that may apply to Contractor, including laws that are not recited in this Agreement.

w. Contractor agrees to take any and all measures to ensure that any perceived economic realities and/or any perceived control involving or arising from Company or Company's client(s) or customer(s), does not create an employment relationship, by and between Company and Contractor, and/or Company and Contractor workers. Contractor agrees to ensure at all times that the nature of any relationship by and between Company and Contractor, and/or Company and Contractor workers and/or any person or business by or through Contractor, is that of an independent contractor relationship, and will remain as an independent contractor relationship at all times.

x. Contractor agrees to immediately request a mutual termination of this Agreement, which must be in writing, if at any time, Contractor learns of or starts to

perceive that Company is treating or acting as an employer of Contractor or Contractor workers. Contractor agrees to immediately request a mutual termination of this Agreement, which must be in writing, if at any time, Contractor learns of or starts to perceive that Company is controlling Contractor, Contractor representative, Contractor workers, and/or any person or business by and through Contractor, including the methods and means of performing the contract services.

y. Contractor agrees to immediately request a mutual termination of this Agreement, which must be in writing, if at any time, Contractor starts to perceive that Contractor may not be in business for himself or herself. Contractor agrees to immediately request a mutual termination of this Agreement, which must be in writing, if at any time, Contractor starts to perceive that Contractor may not have control to decline, mitigate, prevent, or reject any perceived control by Company and/or any perceived economic reliance on the Company. Contractor agrees to immediately request a mutual termination of this Agreement, which must be in writing, if at any time, Contractor starts to perceive that Contractor may be economically reliant or dependent on the Company to the point of developing an employment relationship.

z. Contractor warrants, represents, and agrees that Contractor has and will provide Company with legally required tax identification numbers for payment and taxes as an independent contractor, including a Federal Employer Identification Number (FEIN) or Social Security Number if Contractor operates as a sole proprietor. All payments by Company for contract services rendered by Contractor or Contractor workers will be reported on a 1099 form to Contractor, and Contractor is solely responsible for any and all taxes related to or arising from payments made by Company to Contractor or Company payments for contract services provided by or through Contractor.

2. Expenses, Supplies, Labor, and Equipment:

a. Contractor agrees to secure, purchase, rent, and/or provide all equipment, material, technology, and/or tools to perform the contract services, including cell phone, internet, faxing, messaging, and any other fees and expenses related to the Contractor's business or performance of contract and/or delivery services by or through Contractor, unless agreed in writing by Company. Any property or equipment provided by Company to or through Contractor, if any, is subject to a usage fee or payment to Company by Contractor, which shall be agreed in writing by the Parties.

b. Contractor agrees that the payments made by Company to Contractor for contract services include payment for Contractor using property or equipment of Contractor or Company, whichever is applicable, and no additional payments are owed by Company to Contractor for such property or equipment.

c. Contractor shall be responsible for procuring, insuring, and operation of Contractor vehicles to perform the contract services and the retention, training, insurance, supervision, and control of Contractor workers and/or any persons or entities performing services by, through, or on behalf of Contractor to Company or through Company.

d. If Contractor uses any Company vehicle for contract services, Contractor agrees that the Company reduction in payment or payment percentage to Contractor is used for costs and expenses related to the use of the Company vehicle, including gas, tolls, insurance, and other fees and expenses, and/or Contractor will make payment to Company for such use of a Company vehicle.

e. Contractor agrees that Contractor is not obligated to use Company vehicles, Company is not obligated to provide any vehicles, and Contractor may decline any contract services opportunities related to the use of Company vehicles. Contractor's agreement to any usage fee or payment reduction does not guarantee use of the Company vehicles, and the Company reserves the right to decline or not provide Company vehicles to Contractor.

f. Contractor agrees to be solely responsible for theft, damages, or losses to property or equipment that arise from, relate to, or occur during Contractor's contract services, including Company and Contractor vehicles.

g. Contractor agrees that any freight loss or damage to delivery items occurring during the contract and/or delivery services provided by Contractor shall be the sole responsibility of Contractor.

h. In the event of theft, damage, or losses, Contractor agrees to immediately and fully reimburse Company or Company's client(s) or customer(s). Contractor authorizes deductions from any payments owed to Contractor arising from or related to theft, damage, or losses, to the extent Company or Company's client or customer incurs liability, expenses, fees, costs, losses, or damages. Contractor agrees to immediately return any property or equipment of Company after use has ended, with or without request of Company, or upon termination of this Agreement, whichever occurs first.

3. Contractor Services:

a. Upon Company's offer of a contract services opportunity to Contractor that is made available by and through Company through a request of Company's customer or client, and upon Contractor's acceptance of the contract services opportunity based on payment rates set forth in this Agreement and/or modified payment rates agreed to in writing by Company and Contractor, Contractor agrees to provide the contract services in a: (i) timely manner; (ii) according to the request of the customer or client; (iii) in a manner that does not violate this Agreement; and (iv) pursuant to the terms of this Agreement.

b. Contractor warrants, represents, and agrees that Contractor's acceptance, performance, and completion of any delivery is a separate contractual transaction as Company offered the contract services opportunity and/or made the opportunity available to Contractor, Contractor accepted the contract services opportunity, and Contractor performed the contract services for payment by Company. Contractor agrees that any such separate contractual transaction is governed by this Agreement.

c. The methods and means of performance of contract services and/or contract services opportunities accepted or declined by Contractor shall be at the Contractor's sole discretion. Contractor will be provided information regarding the pick-up and delivery time windows and material information related to the delivery request of customers or clients, and Contractor shall have control as to accepting and completing the delivery. To the extent that the delivery, deliveries, or contract services involve specific routes, sequencing of routes, or instructions related to a request by the customer or client or Company, Contractor may decline or accept such contract services before performing such contract services. However, if the contract services opportunity, delivery, or contract services is/are accepted by Contractor, Contractor warrants, represents, and agrees that Contractor has voluntarily agreed to the specific routes, sequencing of routes, or instructions requested by or provided by the customer or client, and Contractor will complete and satisfy the delivery and/or contract services.

d. Upon Contractor's acceptance or performance of the contract services opportunity or contract service, the failure of Contractor to complete the delivery and/or contract services or perform the delivery or contract service according to the customer or client's terms of such delivery or customer or client's contract with Company will be considered a material breach of this Agreement, and warrants immediate termination of this Agreement, and recovery of any damages incurred by Company.

e. Contractor may decide the roads and sequence of deliveries to the extent that the delivery is made in accordance with the customer or client's request that Contractor accepted to perform and complete.

f. Contractor warrants, represents, and agrees to comply with all federal, state, and local laws related to the performance of Contractor's contract services.

g. If requested, Contractor agrees to provide timely and responsive communication to Company and/or Company's clients or customers related to the acceptance and completion of Contractor's contract services, including communication via cellular phone, email, electronic messaging, or other mutually agreeable proof of acceptance and completion of delivery.

4. Rates, Invoicing, and Payments:

a. The rates and charges for contract services contemplated by this Agreement are stated in the Payment Schedule in Attachment "B" to this Agreement. The rates and charges as stated in the Payment Schedule shall remain in effect for the term of this Agreement. By mutual consent, the Payment Schedule may be modified, if the modification is in writing and signed by both Parties.

b. Contractor agrees to submit any invoices for contract services based on a mutually agreeable schedule and process. The Parties have agreed that Contractor will submit invoices by electronic mail, and the invoice will detail the contract services performed, if any such contract services were accepted and completed. Contractor's failure to provide an invoice according to the schedule and invoice process may result in a reduction in payment by Company to Contractor. Company will make payments to Contractor for the contract services, assuming there is no dispute or concerns

regarding such invoice, in accordance with the payment process in place by Company at the time of the invoice. Contractor agrees that Company may withhold payment or reduce payment if Company is not paid by a customer or client due to the action or inaction of Contractor.

c. Contractor agrees that Contractor has been fully paid for all deliveries, contract services, and/or any other services or matters related to, or arising from matters involving Company prior to the Effective Date of this Agreement. Contractor warrants, represents, and agrees that Contractor, Contractor representative, Contractor workers, and/or any person or business directly or indirectly involved with providing contract services by or through Contractor to Company or through Company, is not owed for any outstanding payments, compensation, remuneration, expenses, or any other form of payment or matter of monetary value, by or through Company, unless the Parties agree in writing that such payments are owed and outstanding.

5. Licenses, Security, Confidentiality, and Non-Solicitation:

a. Contractor warrants, represents, and agrees that Contractor has all occupational licenses, certifications, or permits to perform the contract services, as required by law.

b. Contractor warrants, represents, and agrees that Contractor does not have any prior or pending felony convictions or criminal charges related to or arising out of the unsafe or illegal operation of a vehicle resulting in or causing bodily injury or death to any person. Contractor agrees to immediately notify Company if this criminal history changes. Contractor agrees and hereby authorizes Company to conduct a background check, without limitation on public records or information related to Contractor or Contractor workers, and payment for such background check will be made by Contractor.

c. If requested for security purposes, Contractor agrees to pay for and use a form of identification, which will be mutually agreed to by Company and Contractor. Contractor agrees that any payment rates agreed to by Company for Contractor include payment for Contractor's possession and use of any identification related to Company or Contractor.

d. To the maximum extent permitted by law, Contractor permits disclosure to Company and/or Company customer(s) or client(s) and waives any alleged right to privacy related to or arising out of the contract services or performance of contract services, including but not limited to, any form of communication or information. Contractor consents to, and/or waives any privacy rights, related to location tracking devices or location information, use of technology related to contract services, and/or any electronic device or information related to or used by Contractor or Company for contract services opportunities or contract services, now or in the future.

e. Contractor agrees that any information related to Company or Company clients or customers shall, at all times, be deemed confidential, and shall not be disclosed to any business or person without prior written consent of the Company. Contractor agrees that confidential information generally includes any non-public

information, proprietary information, or information that is afforded protection from disclosure under federal or state laws, including HIPPA and other privacy laws. Confidential information shall be protected to the maximum extent permitted by law during the term of this Agreement, during Contractor's services, and such protections shall continue after termination of Contractor's services for the maximum time period permitted by law or five (5) years, whichever time period is greater. Due to the challenges in accounting for damages, Contractor agrees that any breach will entitle the Company to recovery of monetary damages of no less than \$10,000.00, but such damage award may be increased based on actual damages exceeding \$10,000.00, and shall not limit or preclude Company from seeking equitable relief, including immediate and permanent injunctive relief.

f. During the term of this Agreement, and one (1) year after the termination of this Agreement, for any reason, or the maximum time period permitted by law – whichever is greater and enforceable, Contractor, including Contractor workers, agrees to refrain from directly or indirectly soliciting or communicating with any customer or client of Company to discontinue, transfer, change, reduce, or terminate delivery or contract services provided by or through Company to such customer(s) or client(s). Contractor agrees to not directly or indirectly initiate or engage in any steps or action that is intended or has the effect of any customer or client of the Company discontinuing, transferring, changing, reducing, or terminating delivery or contract services provided by or through Company to such customer(s) or client(s). The terms "customer or client" in this paragraph means any customer or client that has paid or has agreed to pay Company for contract or delivery services during the time period of one (1) year prior to the Effective Date of this Agreement, during the term of this Agreement, during the time period that Contractor is engaged in any contract or delivery services for Company, and one (1) year after the termination of this Agreement. The terms "customer or client" in this paragraph also means any customer or client that the Company has a legitimate and lawful business interest in protecting as a matter of law. Due to the challenges in accounting for damages, Contractor agrees that any breach will entitle the Company to recovery of monetary damages of no less than \$10,000.00, but such damage award may be increased based on actual damages exceeding \$10,000.00, and shall not limit or preclude Company from seeking equitable relief, including immediate and permanent injunctive relief. Alternatively, Company shall be entitled to the maximum amount of damages and equitable relief permitted by law if the relief set forth above in this paragraph is not enforceable.

g. Contractor agrees to immediately notify Company in writing and in advance of performing or initiating activities that violate the above terms in 5(f). Company may (but shall not be obligated to) agree to activities identified by Contractor. Any agreement in this regard must be expressly set forth in a separate written agreement signed by the authorized owner or representative of Company (verbal agreements are not enforceable) identified in this Agreement, and the written agreement must expressly identify the activities agreed to by Company. Any agreement shall be null and void if Company learns of information contradicting, undermining, or casting doubt on the scope of activities identified by Contractor and/or the terms agreed upon by Company (which such determination is the sole discretion of Company), and in such case, Company, or a successor or assign of Company, is entitled to enforce any and all rights

set forth in this Agreement and permitted by law, and the violations or perceived violations shall not act to reduce or eliminate the time periods and shall serve to toll the time periods in 5(f).

h. Contractor agrees to not negotiate or enter into a contract or agreement on behalf of the Company, and Contractor shall be responsible for any liability or matters related to the unauthorized binding of Company to any agreement or matter in which Contractor did not have the express written agreement of Company to bind Company.

6. Term and Termination:

a. The term of this Agreement shall commence on the Effective Date and shall remain in place for (12) months from the Effective Date, unless terminated earlier as set forth herein. If Contractor accepts and performs any contract services offered by Company after the (12) month period and Contractor and Company have not agreed upon any modification to terms of this Agreement, which must be set forth in writing, then the terms of this Agreement will renew for another (12) months, subject to the termination provisions set forth below.

b. The Parties may agree in writing to a mutual termination of the Agreement with an effective termination date prior to the expiration of the (12) months set forth in 6(a).

c. Either party may terminate this Agreement by providing thirty (30) days written notice in advance of the termination. If Contractor fails to provide such notice or fails to complete a contract service accepted by Contractor, Contractor has agreed to pay an early termination fee in the amount of (\$250.00) to Company or reimburse the Company for any business losses incurred by Company as a direct or indirect result of Contractor's failure to provide termination notice or failure to complete the contract services, whichever is greater, unless waived by the Company in writing.

d. This Agreement may be terminated according to other sections or terms of this Agreement, where expressly provided.

e. The Company has the right to not offer contract services opportunities to Contractor at any time with or without advance notice or cause. In addition, the Company has the right to terminate this Agreement without advance written notice for any violations or breaches of this Agreement, complaints related to the contract services, changes to Company's business operations resulting or arising from, but not limited to, business closures, termination of customer or client relationships, financial changes, legal requirements, or requirements or requests from Company's client or customer.

f. The provisions of this Agreement related to Independent Contractor Status, Confidentiality, Indemnification, and Disputes and Arbitration shall survive beyond the termination of this Agreement. Additionally, any provision related to business protections in favor of the Company, or terms that favor or protect the

Company's business or legal interests, or payments owed to Company by Contractor shall survive beyond the termination of this Agreement.

7. Insurance, Injuries, and Indemnity:

a. Contractor warrants, represents, and agrees that Contractor has insurance required by all laws and/or federal, state, local guidelines or regulations related to Contractor's contract services, performance of such services, or Contractor workers. Contractor agrees to secure and have such insurance in effect at all times during the performance of contract services, at no expense to Company, for property damage and bodily injury to Contractor, Contractor's workers, and/or any person or entity injured or damaged by Contractor or Contractor's workers, and any other insurance as set forth below in this section.

b. Contractor agrees that the following insurance shall be current and in effect at all times with the following limits of coverage when contract services are performed pursuant to this Agreement: (i) Automobile liability insurance of at least \$100,000.00/\$300,000.00/\$50,000.00 per occurrence for each vehicle used by Contractor; and (ii) cargo insurance for all risk to protect and defend the Company against all claims for loss or damage to customer property in the Contractor's possession, control, custody, or care or during Contractor's performance of any delivery or contract services on behalf of Company, or any Contractor worker engaged by Contractor, with limits not less than \$25,000.00 per occurrence.

c. Contractor agrees to be solely liable and will make payment for all claims, injuries, and damages, to persons or entities, including Company, in the event that: (i) Contractor's insurance does not cover and pay for the claim, injury, and damages; and (ii) Contractor or Contractor workers caused or contributed to the injury or damages. To the maximum extent permitted by law, Contractor waives any rights to recovery from Company for such injuries that Contractor or Contractor workers may sustain related to performing or engaging in contract services for Company or any other entity or person to the extent Contractor or Contractor workers caused or contributed to the injury or damages.

d. If requested by Company, Contractor agrees to add Company as an additional insured on Contractor's commercial and/or general liability insurance policies, and any other insurance identified in this Agreement, at no expense to Company. In addition, upon request by Company, Contractor will provide certification of insurance to Company at no expense to Company. Contractor further agrees to pay the reasonable costs of motor carrier liability insurance, if procured by Company.

e. To the maximum extent permitted by law, Contractor agrees to defend, indemnify, and hold the Company harmless from and against any claim, demand, action, proceeding, threatened or actual, judgment, liability, loss, damage, costs, expenses, and attorneys' fees incurred by Company on account of Contractor's actions related to, connected with, or arising from violations of this Agreement, willful, improper, erroneous, or negligent representations of employer or employee status, failure to make legally required regulatory or government filings, failure to pay fines or

penalties, or failure to pay taxes and/or government mandated contributions or payments.

f. To the maximum extent permitted by law, Contractor will defend, indemnify, and hold Company harmless from and against any claim, demand, action, proceeding, threatened or actual, judgment, liability, loss, damage, costs, expenses, and attorneys' fees incurred by Company on account of Contractor workers, Contractor representative, or any person or business directly or indirectly providing contract services by or through Contractor, claiming or alleging that Company is the employer.

g. To the maximum extent permitted by law, Contractor further agrees to defend, indemnify and hold Company harmless from any and all claims, damages, expenses, fines, costs, and attorneys' fees related to any and all direct, indirect and consequential losses, damages, fines, expenses, action, omissions and claims for injury to persons or property arising out of or in connection with the Contractor's performance of contract services under this Agreement including, but not limited to: (a) any personal injury or death or property damage; (b) any loss or damage to any equipment, goods, materials, or merchandise provided to Contractor by Company or Company's customers and clients, if any; and (c) any matters set forth in this Agreement as being the financial responsibility of Contractor.

h. Company is defined in this Section 7 to include Company's owners, officers, members, shareholders, partners, subsidiaries, parents, joint venture partners, affiliates, and successors in interest.

8. Disputes and Arbitration:

a. The interpretation and enforcement of this Agreement shall be governed by the laws of the State of Florida without reference to its choice of law rules. Jacksonville, Florida is the agreed upon and exclusive venue for any court action or legal dispute unless the parties agree otherwise in writing or as provided in the Arbitration clause below. **THE PARTIES AGREE TO WAIVE ANY RIGHT TO JURY TRIAL FOR ANY LEGAL ACTION, INCLUDING ALL CLAIMS AND DEFENSES, TO THE MAXIMUM EXTENT PERMITTED BY LAW.**

b. The prevailing party in any legal dispute between the parties shall be entitled to recovery of attorneys' fees and costs, unless such provision would render the arbitration provisions of this Agreement unenforceable.

c. If a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement and each provision of this Agreement will be valid and enforceable. The Parties agree that this Agreement and its terms shall be interpreted, enforced, or modified by a court, if necessary, to the maximum extent possible to protect, provide, and enforce protections and terms in this Agreement that favor or support the Company, as the Contractor by executing this Agreement is hereby representing and acknowledging that Contractor is voluntarily agreeing to such terms and was provided an opportunity to negotiate and review all terms in this Agreement with any professional or expert advisor related to

law, taxes, business dealings, insurance, contracts and any other matters related to or arising from this Agreement.

THIS AGREEMENT CONTAINS AN ARBITRATION CLAUSE TO RESOLVE DISPUTES AND THE PARTIES AGREE THAT SUCH ARBITRATION CLAUSE SHALL BE ENFORCED TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND IN FAVOR OF THE COMPANY IF THERE IS A CONFLICT IN LAW.

d. Mandatory Arbitration:

Claims Subject to Arbitration: Except as provided herein and to the maximum extent permitted by law, any and all disputes arising under or relating to the interpretation or application of this Agreement, work matters, services matters, payment matters, contract services matters, contract services opportunity matters, termination matters, or work or services performed by, through, or to Contractor or Company, or concerning, related to, or arising from Contractor's or Contractor workers' classification, independent contractor status, or any other relationship or status with the Company, shall be subject to final and binding arbitration and not by way of court or jury trial. Disputes subject to arbitration shall include, but are not limited to, claims for breach of contract, tortious conduct, unlawful conduct, payments, unpaid monies, compensation, insurance, claims contesting the nature of the relationship or premised on any alleged employment relationship, and any other claims, whether such claims arise under any contract, agreement, statute, regulation, ordinance, common law, public policy, constitution, or any other source.

Process and Procedure for Arbitration: Arbitration will be subject to the then existing rules administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules and is governed by the Federal Arbitration Act or applicable state law governing Arbitration if the Federal Arbitration Act is invalid. A demand for arbitration must be in writing and delivered by first class mail to the other party within the applicable statute of limitations. The Parties shall equally be responsible to pay the arbitration fees (i.e., arbitrator's fee, administrative fee and hearing room fee); however, the Company and Contractor reserve the right to pay for any and all arbitration fees if a claim is made that the arbitration fees render the arbitration provision unenforceable. The arbitration shall be conducted in Jacksonville, Florida, unless a request is made to change the location and the parties agree in writing to the location, or the location would render the arbitration provisions unenforceable, in which case the arbitration shall be conducted in a location selected by the arbitrator. The arbitrator will have authority to award attorneys' fees against the other party if a statute or contract at issue in the dispute authorizes the award of attorneys' fees to the prevailing party, in which case the arbitrator has authority to make such award, but attorneys' fees shall not be awarded if such fee award would render the arbitration provisions unenforceable. Further, the arbitrator shall have authority to award any and all monetary and equitable remedies available under applicable state or federal statutory law or common law. Except as mutually agreed upon by the parties, there will be no limitation on discovery beyond that existing in cases litigated in the judicial forum in the same locale as the applicable AAA office or a court having jurisdiction, disputes regarding discovery limitations shall be resolved by the arbitrator (if permitted by law), and any discovery dispute shall be resolved in a manner which would uphold the

enforceability of the arbitration provision. Following the issuance of the arbitrator's decision, any party may petition the applicable United States District Court with jurisdiction to confirm, enforce, correct, or vacate the arbitrator's opinion and award under the Federal Arbitration Act, 9 U.S.C. §§ 1-16 if applicable and enforceable, or Florida law if the Federal Arbitration Act is not enforceable or applicable, or another applicable state law if Florida law is not enforceable. If there is a dispute concerning the enforceability of Arbitration provisions in this Agreement, such dispute shall be resolved by the federal court with venue for Jacksonville, Florida or a state court with venue in Jacksonville, Florida - if the identified federal court lacks jurisdiction or cannot resolve the dispute - unless (i) the Parties mutually agree in writing that the arbitrator shall resolve the dispute or (ii) the arbitrator must resolve the dispute to uphold enforceability of Arbitration.

Class Action/Collective Action Waiver: To the maximum extent permitted by law, any Claim(s) must be brought on an individual basis, and neither the Company nor the Contractor may file any class, collective, or representative legal actions in a court, arbitration forum, or any other legal forum or proceeding. To the maximum extent permitted by law, and except where expressly prohibited by law, arbitration on an individual basis is the exclusive remedy for any claims. This provision includes any class or collective action claims premised on or related to breach of contract, claims contesting the nature of the independent contractor classification, claims premised on an employment relationship, claims for unpaid compensation and benefits, including but not limited to, claims under the Fair Labor Standards Act (FLSA) or Employment Retirement Income Security Act (ERISA), and/or any claims asserting alleged violations of federal, state, local statutory laws, or common laws, even if such claims could otherwise be brought on a class, collective, or representative action basis. Covered disputes pertaining to other contractors, workers, employees, or any other person or business will be heard in separate proceedings, unless the parties otherwise agree in writing after a demand for arbitration or threat of legal claim being raised.

Disputes not Subject to Arbitration: Disputes not covered by this provision include: (a) alleged violation of law and the alleged violated law expressly prohibits arbitration; and (b) claims concerning the validity, infringement, breach, or enforceability of any confidential information, trade secret, non-solicitation, or any other intellectual property held or sought by the Company or which the Company could otherwise seek. In each of these instances such disputes or claims shall not be subject to arbitration, but rather, will be resolved pursuant to applicable law.

9. Scope of Agreement and Modifications.

a. This Agreement is intended to be the entire agreement with respect to the matters covered and supersedes all prior oral and written understandings, negotiations, and commitments. No previous agreement, statement, promise made by Company or Contractor that is not contained in the terms of this Agreement shall be valid and binding, unless specifically incorporated by reference. Any modifications to this Agreement must be signed in writing by the owner of Company and the Contractor.

b. This Agreement, including but not limited to, any and all terms relating to Arbitration, shall also be binding on the Contractor representative who has executed

c. Contractor and Contractor representative agree that Contractor, Contractor representative, Contractor workers, and any and all persons or businesses providing or involving contract services and/or delivery services by or through Contractor to the Company and/or the Company's customers or clients have been lawfully classified and provided as an Independent Contractor at all times, including any time period prior to executing this Agreement.

e. This Agreement shall become effective when executed by both parties, and the latest date shall be the Effective Date if there are conflicting dates; otherwise, the Effective Date is the same date executed by both Parties.

IN WITNESS WHEREOF, the Parties' duly authorized representatives have executed this Agreement.

Company

K. Scarborough
Signed by Company Representative

Date:

Contractor:

Signed by Contractor Representative

Date: _____

ATTACHMENT “A”

**Verification of Contractor Worker’s Consent and Agreement to
Business Provider Option/Contractor Agreement**

Contractor worker (print name: _____) understands and agrees that Contractor worker is NOT an employee of Fast Lane Express Delivery (“**Company**”); Contractor worker understands and has read the terms of the Business Provider Option/Contractor Agreement (“**Agreement**”) between Contractor and Company; Contractor worker hereby affirms and pledges compliance with the terms of the Agreement, including the Dispute and Arbitration provisions thereof; and, Contractor worker agrees to not breach the Agreement. Contractor worker further understands that Company is not obligated to make any payments to Contractor worker, and payments are the sole responsibility of the Contractor.

Company:

By: K. Scarborough

Name: Kristen Scarborough

Title: Owner

Date: _____

Contractor Worker:

By: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT “B”

PAYMENT SCHEDULE

Company Payments To Contractor:

1. Company and Contractor have agreed that Company will remit payment to Contractor for a contract service based on **one** of the following payment methods:

A negotiated flat rate for a delivery accepted, performed, and completed by or through Contractor, which will be set forth in writing; **OR**

A negotiated percentage of the payment made to Company by Company’s customer or client for a delivery accepted, performed, and completed by or through Contractor, which will be set forth in writing.

2. **Any other negotiated payment terms set forth below:**

A. Although not all customers allow a fuel surcharge, any applicable fuel surcharge will be passed through to the Contractor as applicable.

Company:

Contractor:

By: K. Scarborough

By: _____

Name: Kristen Scarborough

Name: _____

Title: Owner

Title: _____

Date: _____

Date: _____

ATTACHMENT “B”

PAYMENT SCHEDULE

Contractor Payments To Company

If requested by Company, Contractor has agreed to make payment to Company and/or authorized the following deductions from payments made by Company to Contractor:

- One-time administrative Opportunity Fee: (\$50.00) for new Contractors arising from the below items:
- Background Check and/or Drug Test:
- Identification methods, resources, or materials.¹
- Dispatch App Fee \$15.00 per settlement period

Company:

By: K. Scarborough

Name: Kristen Scarborough

Title: Owner

Date: _____

Contractor:

By: _____

Name: _____

Title: _____

Date: _____

¹ To the maximum extent permitted by law, Contractor voluntarily agrees to the use or possession by Company and/or Contractor related to any and all background checks, drug tests, and/or identification methods, resources, or materials for contract service opportunities and/or contract services. To the maximum extent permitted by law, Contractor and Company agree there are no restrictions on Company related to or arising from any and all background checks, drug tests, and/or identification methods, resources, or materials for contract service opportunities and/or contract services, including dissemination or verification to Company’s customers or clients.