



Supporting Documentation

1. Original Title for said equipment
2. Owner Operator will provide proof of insurance
 - Certificate of Physical Damage and Bobtail Insurance
 - Certificate of Workers Compensation Insurance or
 - Occupational Accident Insurance (OC/AG) *(if applicable)*
 - Proof that the Owner Operator has opted out of Worker's Compensation Insurance pursuant to applicable State Law
3. Payment of Heavy Highway Use Tax (2290 IRS Form)
4. Tractor-Trailed/Hot Shot Weight Receipt
5. VIN Inspection
6. Emissions test *(optional)*
7. One time administration fee of Two Hundred Twenty-five Dollars (\$225.00)
 - This will be applied to ELD Equip Rental and Truck Lettering (can be taken out of the first settlement)
8. If the equipment is financed provide the Original Lease Agreement
9. HM endorsement of your license is a plus.....

Your equipment must have **PASSED** a current DOT Inspection at a certified inspection location BEFORE a lease will be offered.



**CODEONE INC.
OWNER-OPERATOR TRANSPORTATION AGREEMENT**

THIS AGREEMENT made and entered into this ____ day of _____, 20____, by and between CODEONE INC., a Maryland corporation located at P.O.Box 164, PORT REPUBLIC MD 20676 (“COI”), and ____ of _____, (“Owner-Operator”). COI and Owner-Operator are referred to in this Agreement together as the “Parties, “we”, “our” or “us”, or individually as a “Party.”

RECITALS

WHEREAS, COI is duly authorized to engage in operations as a contract carrier of regulated freight moving in intra and interstate commerce pursuant to License No. MC-297439 issued by the Federal Motor Carrier Safety Administration (FMCSA), controls the subject-related transportation, which is the subject of this Agreement.

COI desires to contract motor-carrier transportation services from Owner-Operator for delivery of commodities, shipments, freight, goods or cargo of COI customers as are offered to COI; and;

AGREEMENT

NOW, THEREFORE, in consideration of the promises and mutual agreements herein contained, the parties mutually agree as follows:

1. Representations and Warranties of Owner-Operator. Owner-Operator represents and warrants to COI that it:
 - (a) Maintains responsibility of enrolling into their states IRP and IFTA program to receive apportioned plates and IFTA stickers, along with any other appropriate operating authorities, licenses, certificates, or permits for operations in the counties, cities, and states where the operations contemplated by this Agreement shall be performed, *(COI does not provide IRP/IFTA)*
 - (b) Has and will maintain, while this agreement remains in effect, the physical damage, liability and bob-tail insurance described in paragraphs (3), (5)-(7), (9), (10), (15) and (20) of this Agreement;
 - (c) Makes these and other representations herein for the specific purpose of inducing COI to enter into this Agreement;
 - (d) Has authorized the person(s) executing this Agreement to do so on Owner-Operators behalf;
 - (e) Is in compliance with all applicable federal, state, and local laws relating to its service and the performance of this Agreement and will remain in compliance with all laws during the term if this Agreement;
 - (f) Will not transport or accept for transportation services any loads other than those dispatched by COI while operating under COI’s authority, Insurance and/or tags.



(g) In the performance of this Contract, shall be and remain its own separate entity as an Owner-Operator, and nothing contained herein shall be constructed to be inconsistent with such relationship or status.

2. Representation and Warranties of COI. COI represents and warrants:

(a) Has been issued MC No. 297439 by the FMCSA and such authority is now and will continue during the term of this Agreement to be valid and subsisting;

(b) Makes the representations for the purpose of inducing Owner-Operator to enter the Agreement;

(c) Has authorized the person(s) executing the Agreement to do so on COI's behalf.

3. Duties of Owner-Operator. Owner-Operator agrees to provide transportation services for delivery of commodities, shipments, freight, goods or cargo in accordance with the shipping instructions issued to it by COI on behalf of various shippers and to cause Owner-Operator to be responsible for the loading and/or unloading of all commodities, shipments, freight, goods or cargo offered to it by COI as hereinafter set forth. Owner-Operator shall have the duty to determine that each shipment is properly loaded and secured. Owner-Operator's acceptance of any commodities, shipments, freight, goods or cargo loaded or unloaded by Owner-Operator signifies that the number of pieces shown on the Bill of Lading (BOL) is correct and the freight is in apparent good condition. All loads counted and sealed by the shipper and not verified by Owner-Operator should be signed as shipper load and count (SLC). Owner-Operator shall have the duty to determine that each shipment is properly loaded and agrees to indemnify, defend, and hold harmless COI and shipper against all loss damages or liability of any kind or nature arising or growing out of loss of shipments, freight, goods or cargo.

4. Rates, Charges and Payments. Owner-Operator agrees to provide transportation services as follows:

(a) Rates and Charges. Owner-Operator agrees to provide transportation services for shipments, freight, goods or cargo at the rates, charges, terms, and conditions as set forth in the Schedule of Actual Rates and Charges, which is annexed hereto. If no schedule of Actual Rates and Charges is annexed to this Agreement, then it shall be a custom of the parties that the rate for each transportation service, shipment, freight, good or cargo that has been negotiated and agreed to verbally. **COI'S settlement statement and payment to Owner-Operator shall conclusively establish and reflect the agreed rate unless Owner-Operator notifies COI in writing within seven (7) days of receipt of COI's settlement statement and/or payment.** If both parties have executed a Bill of Lading ("BOL"), or similar document containing the terms of service and the applicable charges due to Owner-Operator, said document will be presumed to manifest the intent of the parties with respect to all charges due to Owner-Operator for the transportation services, for transport services, for delivery of commodities, shipments, freight, goods or cargo described therein, notwithstanding any conflicting provisions in the Schedule of Actual Rates and Charges.

(b) Payments. COI shall, in the normal course of process, remit Owner-Operator the sum specified in any accepted and approved settlement statement, after delivery of



transportation service of commodities, shipment, freight, goods or cargo including submission and acceptance by COI of proper proof of delivery, including any other reasonable and necessary evidence of Owner-Operator's performance of the requested services. COI customarily remits settlement payments in accordance to Schedule of Actual Rates and Charges once a clean POD of Owner-Operator is received. Failure of Owner-Operator to ensure the settlement documentation is accurate, affirmed, correct and received by COI may prevent payment to Owner-Operator until the Owner-Operator cures any document or submission errors and/or omissions.

5. Delivery Standard, Consequential Damages and Equipment. Owner-Operator agrees to provide equipment, which satisfies the FMCSA Regulations on the safe operation of a motor vehicle to service the needs of COI and its customers, and to transport and deliver all transportation services for delivery of commodities, shipments, freight, goods or cargo with reasonable dispatch unless a different service standard is required by COI or its customers and accepted by Owner-Operator. Acceptance of any transport services for delivery of commodities, shipment, freight, goods or cargo which is offered with a specific delivery deadline, and is not delivered as specified, even if "reasonable dispatch" would have permitted a later delivery, Owner-Operator agrees to assume sole liability for all consequential damages arising out of late delivery of any such shipment.

(a) Owner-Operator shall, at its sole own cost and expense, provide and maintain motor tractor or trailer equipment for use in the service to be performed hereunder which is adequate and satisfactory to COI and its customers. If COI trailers are utilized, the Owner-Operator shall be solely responsible and shall reimburse COI for all loss(es), damage(s) or injuries to such equipment and accessories. Owner-Operator shall also procure and maintain such licenses and permits as are required by federal, state, or local authorities with respect to such transportation services and shall comply with the laws and regulations applicable thereto. Owner-Operator shall pay all costs and expenses relating to the transportation services including but not limited to all expenses of loading and unloading, fuel, vehicle and equipment maintenance, taxes, tolls, fees, and all compensation for personal services, unless COI or its customer expressly agrees to pay (or reimburse) Owner-Operator for any such expenses.

(b) Equipment provided by COI pursuant to this Agreement shall be at all times within Owner-Operator's sole exclusive possession, control, and exclusive use and shall be operated pursuant to authorities, permits, and other operating credentials. If COI trailers are utilized, the Owner-Operator shall be solely responsible and shall reimburse COI for all loss(es), damage(s) or injuries to such equipment and accessories, including normal wear-and-tear, trailer tires, lights or accessories up to \$1,000.00, if such damage is caused by acts or omissions of Owner-Operator, its employs, agents, or assigns. Owner-Operator shall be solely responsible to the public at-large and all regulatory agencies having jurisdiction over the operation, including the FMCSA and the Maryland Department of Transportation.

(c) Owner-Operator warrants and represents that the motor vehicle equipment used in compliance with FMCSA regulations regarding such equipment that the proper licenses, authorities, permits, and other operating credentials have been obtained, and that the driver(s) assigned to said equipment have all been properly qualified for such operations under the rules and regulations of the FMCSA found at 49 C.F.R. Part 391. Owner-Operator agrees to furnish



COI with copies of driver qualification documents, such as a Commercial Driver's License, current and certified-driving record and Medical Certificate, in safeguard confirmation that Owner-Operator, any driver or agent thereof is properly qualified and experienced for operation.

(d) Owner-Operator agrees any and all penalties, forfeitures, or fines incurred in performance of this Agreement, including but not limited to overweight equipment, check points, weigh stations, driving or driving violations, shall be the sole responsibility of Owner-Operator, driver, or agent thereof and COI shall not in any manner be responsible nor any of COI's customers, suppliers, parents, subsidiaries, or affiliates.

6. Status of Owner-Operator. Owner-Operator represents and warrants to COI that Owner-Operator is a duly licensed motor carrier of property pursuant to the FMCSA Regulations. If Owner-Operator has published any motor carrier tariffs with FMCSA, or maintains unpublished tariffs or rates, none of the rates or terms and conditions set forth in any such tariffs which are inconsistent with the rates and terms established by this Agreement shall be applicable to any transportation services which Owner-Operator shall perform pursuant to this agreement. Owner-Operator in performance of this Agreement shall always be and remain an Owner-Operator, and nothing contained herein shall be constructed to be inconsistent with such relationship or status. Owner-Operator may employ or contract with all persons required for the performance of this contract, but shall assume sole and full responsibility for the payment of state and federal contributions or any and all taxes for Unemployment Insurance, Workers Compensation, FICA, Medicare, and any other taxes or contributions required with respect to the persons engaged in the performance of any transportation services hereunder, and further agrees to comply with all the applicable rules and regulations promulgated. Owner-Operator further agrees that it shall procure and maintain at its own expense, with reputable insurance carriers, the following coverage's of which copies will be supplied to HOUG upon request, including Workers Compensation or Owner-Operator agrees to have in place a Workers Compensation policy or in lieu of a signed waiver stating no coverage. As recognized in Md., Code, Labor & Employment, Title 3, Subtitle 5 agree that COI:

- (a) WILL NOT require Owner-Operator to work exclusively for the COI;**
- (b) WILL NOT establish a quality standard for Owner-Operator;**
- (c) WILL NOT oversee the actual work or instruct Owner-Operator as to how the work is to be performed;**
- (d) WILL NOT pay Owner-Operator a salary, wage or hourly shift rate, but rather will pay only the amounts as invoiced as stated in # 4 of this Agreement;**
- (e) WILL NOT terminate Owner-Operator's current services for particular work Owner-Operator accepts from COI unless Owner-Operator violates the terms of this Agreement or fails to produce a result that meets the specifications of this Agreement;**
- (f) WILL NOT provide ANY training related to Owner-Operator business;**
- (g) WILL NOT provide ANY tools or benefits to Owner-Operator;**
- (h) WILL NOT dictate the time of performance, except that a completion schedule and a range of mutually agreeable work hours may be established through a**



written agreement mutually acceptable to both Parties for particular work Owner-Operator accepts from HOUG;

(i) **WILL NOT** pay Owner-Operator individually if Owner-Operator is an individual; instead, COI will make all payments due upon invoice payable to the trade or business name under which Owner-Operator does business;

(j) **WILL NOT** contract with an individual, but only a business, and **WILL NOT** combine its business operations in any way with Owner-Operator's business, but instead both Parties will maintain their own businesses as separate and distinct entities;

(k) **WILL NOT** require Owner-Operator to perform any routine or mandatory services other than described in this agreement;

(l) **WILL NOT** require Owner-Operator to wear any uniforms, specially marked clothing, or satisfy any appearance standards;

(m) **WILL NOT** require Owner-Operator to park their equipment at COI or in an assigned parking space while at COI.

7. Owner-Operators Liability. Owner-Operator's status as an Owner-Operator, the standard of liability for freight loss and damage shall be consistent with the contract carrier standard of liability set as established by common law and the Carmack Amendment to the Interstate Commerce Act, and Owner-Operator shall be liable for a value up to \$1,000.00 of any goods, freight or cargo which are lost, destroyed, or damaged in transit unless such loss, destruction, or damage is caused by circumstances falling within a recognized exception to common carrier liability. No limitation of liability, released rates, or released valuation contained in any tariffs, classifications, or bills of lading shall be applicable to any shipments, goods, freight or cargo transported under this Agreement, and any attempt by Owner-Operator to limit or excuse its liability other than in accordance with this Agreement shall be ineffective, null and void.

8. NO WITHHOLDINGS OR BENEFITS.

(a) AS PROVIDED IN MARYLAND STATUTES LABOR AND EMPLOYMENT Title 3 - Employment Standards and Conditions, OWNER OPERATOR EXPRESSLY AGREES THAT, BECAUSE HE OR SHE IS IN FACT AND IN LAW AN OWNER OPERATOR, OWNER OPERATOR IS NOT ENTITLED TO ANY EMPLOYEE BENEFITS FROM COI, INCLUDING, BUT NOT LIMITED TO, ANY EMPLOYER WITHHOLDINGS OR LIABILITY FOR TAXES, FICA, MEDICARE OR MEDICAID; MEDICAL OR DISABILITY INSURANCE; VACATION OR LEAVE; PENSION; UNEMPLOYMENT INSURANCE; WORKER'S COMPENSATION INSURANCE, OR ANY OTHER EMPLOYEE BENEFITS. OWNER OPERATOR AGREES THAT IT IS IN FACT AND IN LAW OBLIGATED TO PAY ALL APPLICABLE FEDERAL AND STATE INCOME TAX ON ANY MONIES PAID PURSUANT TO THE PARTIES' CONTRACTUAL RELATIONSHIP.

(b) TO THE MAXIMUM EXTENT PERMITTED BY LAW, OWNER OPERATOR WAIVES ALL CLAIMS AGAINST COI FOR ANY EMPLOYEE BENEFITS;



OWNER OPERATOR WILL INDEMNIFY AND DEFEND COI FROM ANY CLAIM AND WILL INDEMNIFY COI AGAINST ANY LIABILITY FOR ANY EMPLOYEE BENEFITS FOR OWNER OPERATOR IMPOSED ON COI, INCLUDING, BUT NOT LIMITED TO, ANY EMPLOYER WITHHOLDINGS OR LIABILITY FOR TAXES, FICA, MEDICARE OR MEDICAID; MEDICAL OR DISABILITY INSURANCE; VACATION OR LEAVE; PENSION; UNEMPLOYMENT INSURANCE; WORKER' S COMPENSATION INSURANCE, OR ANY OTHER EMPLOYEE BENEFITS; AND INDEPENDENT CONTRACTOR WILL REIMBURSE COI FOR ANY AWARD, JUDGMENT OR FINE AGAINST COI BASED ON THE POSITION, FINDING OR ADJUDICATION THAT OWNER OPERATOR WAS EVER A COI EMPLOYEE, AND ALL ATTORNEYS' FEES AND COSTS COI REASONABLY INCURS DEFENDING ITSELF AGAINST ANY SUCH LIABILITY.

9. Physical damage, Liability and Bob-Tail Insurance. Owner-Operator agrees shall procure and maintain at its sole expense, with a reputable insurance carrier, any required and necessary type and kind of public, physical damage, liability and bob-tail insurance required by COI, and further agrees to furnish COI, upon request, a written certificate of insurance confirming the current required and necessary insurance.

10. Reserves. In all cases where Owner-Operator utilizes COI trailers, Owner-Operator shall establish and maintain a reserve account with COI in the amount of \$2,500.00 to cover damage, loss and abandonment of a COI trailer, loss or damage to commodities, shipment, freight, goods or cargo caused by Owner-Operator or reimbursement to COI for losses resulting from Owner-Operator's failure to comply with the terms of this Agreement.

(a) When entering into this Agreement, Owner-Operator shall pay COI \$1,500.00 to establish the reserve fund. Alternatively, Owner-Operator and COI mutually agree to an initial Owner-Operator payment of a lesser amount, or to no initial Owner-Operator payment. In such cases, COI will deduct \$25.00 per settlement until the reserve fund reaches its minimum threshold of \$1,500.00.

(b) On a quarterly basis, COI will pay interest to the reserve fund. In calculating the balance of the fund to which interest must be paid, COI may deduct a sum equal to the average amount withdrawn by or on account of Owner-Operator during the relevant quarter for which interest is being calculated. The interest rate for each quarter shall be established on the first day of the relevant quarter and shall be equal to the average yield or equivalent to coupon issue yield on ninety-first (91st) day, thirteenth (13th) week Treasury Bills, as established in the weekly auction by the U.S. Department of the Treasury.

(c) Owner-Operator can elect to reserve funds for maintenance performed on equipment; COI reserves the right to offset funds until it is determined this Agreement is terminated.

(d) Upon the termination of this Agreement for any reason, COI reserves the right to hold reserve funds for a minimum of thirty (30) days, not to exceed forty-five (45) days, until all paperwork (i.e., bills of lading, fuel, mileage reports, logs, trailer inspections, unpaid maintenance, etc.) has been turned in by Owner-Operator. COI reserves the right to offset funds owed to COI.



11. Bill of Lading. All transportation service for delivery of commodities, shipments, freight, goods or cargo transported pursuant to this Agreement shall be deemed to be governed by all of the applicable terms and conditions of the Uniform Straight BOL (Motor Carrier) and is hereby incorporated by reference as fully set forth herein. Unless otherwise agreed in writing, Owner-Operator is solely responsible for the transportation services for delivery of commodities, shipments, freight, goods or cargo when it receives or accepts possession thereof, regardless of whether a BOL has issued. Failure of Owner-Operator to issue a BOL or execute a BOL acknowledging receipt of the transportation services for delivery of commodities, shipments, freight, goods or cargo shall not affect the liability of the Owner-Operator for loss or damage to the commodities, shipment, freight, goods or cargo.

12. Back Solicitation. Owner-Operator agrees in consideration of substantial efforts by COI locating the traffic, transportation service for delivery of commodities, shipments, freight, goods or cargo which is the subject of this Agreement, as well as the goodwill which now exists between COI and its customers and in further consideration of the substantial and irreparable harm to COI that would result from a breach hereof, that Owner-Operator shall not, at any time during the term that this Agreement, and a period of one (1) year immediately upon cancellation, expiration, or termination of this Agreement, solicit or attempt in any way to contract directly with any Shipper, Receiver, Consignor, Consignee, Buyer or Purchasing Party who controls the transportation, whose shipment, freight, goods or cargo first offered by COI to Owner-Operator, for the transportation service for delivery of commodities, shipments, freights, goods or cargo which is the subject of this Agreement, without the express written consent of COI. Owner-Operator expressly agrees that in the event of a material breach of this provision by Owner-Operator, COI may at its election seek injunctive relief or money damages, or both. In the event COI seeks money damages, the measure of COI's damages shall be the full amount of commissions or other compensation due COI for all traffic, transportation service for delivery of commodities, shipments, freight, goods or cargo transported in contravention of this Agreement. If COI elects to seek enforcement of this clause through litigation or other legal proceedings, Owner-Operator shall be solely liable to COI for its reasonable attorney fees and costs. Moreover, Owner-Operator shall be solely liable to COI for any unpaid interest on commissions or other compensation at a rate of 2.0% per month from the date of the breach, which is an annual percentage rate of 24.0%. For purposes of constructing this clause, any traffic, transportation service for delivery of commodities, shipment, freight, goods or cargo hauled by Owner-Operator in violation of this clause shall be deemed a separate breach of this Agreement and any waiver by COI of any particular individual breach of this clause shall not be constructed as a waiver by COI of the terms and conditions of this clause for any subsequent breaches hereof.

13. Owner-Operator's Lien. Owner-Operator hereby waives any liens whatsoever that it may have on any shipments, freights, goods or cargo being transported pursuant to this Agreement under the Uniform Commercial Code (UCC) or any other provisions of law. Owner-Operator agrees it shall not bill or otherwise seek any recovery from anyone other than COI for any transportation service for delivery of commodities, shipments, freight, goods or cargo charges earned by Owner-Operator in the performance of this Agreement, nor shall Owner-Operator accept payment from any customer, consignor, consignee, or party other than COI without the express written consent of COI.

14. Non-Assignment. Owner-Operator agrees that it will not assign, delegate, partially assign or co-broker any transportation service for delivery of commodities, shipments,



freight, goods or cargo which are offered to Owner-Operator by COI pursuant to this Agreement, without COI's prior written consent.

15. Indemnity. Owner-Operator agrees to defend, indemnify, and hold COI and its customer harmless from any claims, demands, losses, damages, or liability of any kind (including reasonable attorneys fees incurred by COI and its customers) arising out of Owner- Operator's performance of this Agreement, including but not limited to any and all injuries to persons or property to the fullest extent of the law.

16. Non-exclusive Agreement. Owner-Operator and COI mutually agree that no provision herein is construed or intended, in anyway, as an exclusive agreement. Either party may enter into similar agreements with other carriers, brokers, or freight forwarders, provided such agreements do not violate any of terms, conditions, or provisions of this Agreement.

17. Breach of Agreement and Remedies. In the event of a material breach of any term of this Agreement by Owner-Operator, COI shall have the right to terminate this Agreement. In addition, COI may withhold or setoff any payments due and owing to Owner-Operator for any settlement charges. The right of withholding or setoff is not COI's exclusive remedy, and COI shall have and may exercise all other remedies at law or equity. COI shall be entitled to withhold or setoff any payments, due and owing, to Owner-Operator against any claims for transportation services for delivery of commodities, shipments, freight, goods or cargo loss, damage, or delay which COI or its customers asserted against the Owner-Operator.

18. Applicable Law and Dispute Resolution. This Agreement shall be governed by and constructed in accordance with the laws of the State of Maryland as to both interpretation and performance except where expressly preempted by applicable federal statutes or regulations. In the event of any dispute or disagreement involving the interpretation or performance of this Agreement, including but not limited to claims for loss of or damage to any commodities, shipment, freight, goods or cargo and disputes regarding applicable freight charges and terms of services, the parties agree that such disputes or disagreements shall be referred the Judicial Arbitrator Group (JAG) for mediation services for disposition in accordance with the Transportation Lawyers Associate's rules and procedures before bringing legal action in a court of law. The Parties shall pay any costs, fees or deposits required to be paid in advance by JAG by splitting them equally between the Parties. A Party that does not pay its portion of any cost, fee or deposit required by JAG by the time limit set by JAG, shall forfeit the dispute and the other Party shall be entitled to entry of judgment by the Court, even if the matter had at the time only been submitted for mediation. The parties mutually agree to exert their best efforts to resolve all disputes by good faith settlement or negotiation whenever possible, and to make use of mediation to the maximum extent practicable, and hereby authorize the Court to award all or a portion of its attorneys fees to the prevailing party if the Court finds that the non-prevailing party failed to negotiate in good faith a resolution of the dispute. A Party that does not participate in the mediation by the failure to file any paper or the failure to have Principal attend any meeting, session, or hearing, shall forfeit the dispute and the other Party shall be entitled to entry of judgment by the Court. Such award of attorney's fees shall be committed to the sound discretion of the trial court. Venue for any litigation involving the interpretation or performance of this Agreement shall be Calvert County District Court and Owner-Operator expressly consents to personal jurisdiction of the Court.

19. Term. This Agreement shall remain in effect and full force for the date hereof, and shall be renewed one (1) year thereafter upon both parties further Agreement.



20. Loss and Damage Claims. The provisions contained in 49 C.F.R. Part 370, shall govern the processing of claims for loss, damage, injury, or delay to property and the processing of salvage. Owner-Operator shall promptly investigate and attempt in good faith to resolve all such claims whether submitted initially to COI or directly to Owner-Operator by the injured party.

21. Nondisclosure. Owner-Operator may not disclose the terms of this Agreement to anyone other individual, not a party to this Agreement without the prior written consent of COI. Owner-Operator and its employees and agents shall treat all information relating to the identity of consignors and consignees, origins, destinations, commodities, goods, cargo, volume, and frequency of movements and methods of distribution as confidential and proprietary information of COI and its customers and shall not divulge such information to third parties without the express written consent of COI.

22. Amendments. COI reserves the right to modify the nature and extent of the existing Agreement at anytime. Owner-Operator shall be notified of such changes in writing and signed by both parties.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed as of the date hereof.

ACCEPTED AND AGREED:

CODEONE INC.
P.O. Box 164
Port Republic MD 20676

By: _____

Title: _____

Date: _____

STATE OF MARYLAND)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, as _____, of CodeOne Inc.

My commission expires: _____
Notary Public

Witness my hand and official seal.

ACCEPTED AND AGREED:

(Name of Owner-Operator Company)

Address of Owner-Operator Company)

City, State and Zip Code)

By: _____

Title: _____

Date: _____

Taxpayer ID #: _____

Truck Year: _____ Make: _____

Truck Number: _____

Phone: _____

VIN #: _____

STATE OF MARYLAND)

) ss

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____,
by _____, as _____, of _____.
(Name of Signature) (Title of Signature) (Name of Company)

My commission expires: _____

Notary Public

Witness my hand and official seal.

We certify UNDER PENALTY OF PERJURY that: (name and trade name) _____

Address: _____

Phone: _____ FEIN #: _____ is an Independent Contractor (IC) and is not an Employee of the following business: CodeOne Inc., P.O. Box 164, Port Republic, MD. 20676. We also certify, by OUR initials, WHERE APPLICABLE, that the above business for which the above individual performs services meets the following criteria:

- IC ____ COI ____ 1. The business DOES NOT require individual to work ONLY for the business for whom services are performed (except that the individual may DECIDE to work only for the business for a definite period);
- IC ____ COI ____ 2. The business DOES NOT establish a quality standard for the individual (except that the business may provide plans and specifications regarding work but cannot oversee the actual work or instruct the individual as to how work will be performed);
- IC ____ COI ____ 3. The business DOES NOT pay the individual a salary or an hourly rate instead of a fixed or contract rate;
- IC ____ COI ____ 4. The business DOES NOT terminate the work of the service provided during the contract period unless the individual violates the terms of the contract or fails to produce a result that meets the specifications of the contract;
- IC ____ COI ____ 5. The business DOES NOT provide more than minimal training for the individual;
- IC ____ COI ____ 6. The business DOES NOT provide tools or benefits to the individual (except the materials and equipment may be supplied);
- IC ____ COI ____ 7. The business DOES NOT dictate the time of performance (except that a completion schedule and a range of agreeable work hours may be established);
- IC ____ COI ____ 8. The business DOES NOT pay the individual personally instead of making payment or checks payable to the trade or business name of the individual;
- IC ____ COI ____ 9. The business DOES NOT combine the business operations in any way with the individuals business operation instead of maintaining all such operations separately and distinctly.

CERTIFICATION BY INDEPENDENT CONTRACTOR

The Independent Contractor understand that in the event of injury he/she will NOT be entitled to Workers' Compensation Benefits, AND THAT HE/SHE IS REQUIRED TO PROVIDE WORKERS COMPENSATION INSURANCE FOR ALL WORKERS THAT HE/SHE HIRES. The Independent Contractor understands that he/she is obligated to pay all federal and state income tax on all money earned while performing services for the business.

Independent Contractor Entity or Trade Name _____

Independent Contractor Signature _____

Title _____

EIN/SSN _____

STATE OF MARYLAND

COUNTY OF _____

Subscribed and sworn before me by a person identified by me as _____
this _____ day of _____, 20 ____.

Commission expires: _____

NOTARY PUBLIC

Acceptance of Independent Contractor named on this form does not change any party's responsibility under the Workers' Compensation Act. If individuals or organizations hired or contracted by the Independent Contractor are not covered by other workers' compensation insurance, the policy holder specified on this form will be charged premium for coverage of those individuals or organizations.

CERTIFICATION BY BUSINESS

I, undersigned hereby certify, that I am authorized by the business listed above to state that all of the information on this form is true and accurate. I understand that if the above person does not qualify for independent contractor status, the proper premium can be assessed.

Signature: _____

Title: _____

STATE OF MARYLAND

COUNTY OF _____

Subscribed and sworn before me by a person identified by me as _____
this _____ day of _____, 20 ____.

Commission expires: _____

NOTARY PUBLIC

**Appendix “A”
Schedule of Compensation**

1. Line haul Rate *(determined on a per load basis)*
2. Fuel Surcharge (FSC) *(if applicable)*:
3. Stop Pay will be paid as follows: *(determined on a per load basis)*
4. Accessorial:
 - Layover *(determined on a per load basis)*
 - Tolls *(determined on a per load basis)*
 - Lumpers *(determined on a per load basis)*
 - Scales (company paid, must turn in the receipt before reimbursement)
5. Owner operators will acquire an apportioned plate and permits under the Carriers Name. In the event the Owner Operator fails to meet this minimum mileage requirement or this Agreement is terminated by the Owner Operator, the Owner Operator acknowledges that plate and permits will remain property of Owner Operator.
6. Payment Terms:
Settlements will be held from disbursement if the proper documentation is not turned into Customer Service by 12noon each day.

QUICK PAY:

3.0% Next Day

1.5% 7 Day

0.0% 30 Days

7. Fuel Cards: *(if applicable)*
 - Com Data cards
 - Travel Center of America (TA), Petro, Pilot, Love'sThe dollar amount used for fuel by the Owner Operator will be deducted from each settlement as follows:
 - Daily _____ (Carriers Initials)

Carrier (Print Name)

COI (Print Name)

Carrier (Signature)

COI (Signature)

Attachment 1/Accessorial and Miscellaneous Charges

This amendment, dated as of January 2025, modifies the terms of the CodeOne Inc. Attachment 1/Accessorial and Miscellaneous Charges entered into by and between CodeOne Inc. (hereinafter referred to as “COI”) and _____ (hereinafter referred to as “Owner Operator”), as follows:

COI reserves the right to hold escrow funds for a minimum of 30 days not to exceed 45 days, until all paperwork (i.e., bills of lading, fuel, trailer inspections, etc.) has been turned in and processed.

_____(Carrier Initials)

Carrier (Print Name)

COI (Print Name)

Carrier (Signature)

COI (Signature)

Leased Owner Operator Administration Fee

All Leased Owner Operators with CodeOne Inc. may be subject to a \$25.00 monthly administrative fee *(if applicable)*

The fee includes processing of Zelle, CashApp, Direct Deposit.

Name of Company

Owner

Date

Monthly Deductions: *(Assessed per settlement for accumulative monthly value)*

ELD *(required)*
General Liability/Cargo *(required)*
TruckStop
DAT
Escrow *(required)*
Miscellaneous

Name of Company

Owner

Signature