Broker-Carrier Transportation Services Agreement

Effective September 17, 2026 · Governing Law: State of Oregon — Deschutes County jurisdiction
Broker: Autohaul.com, Inc. — Delaware corporation, registered in Oregon — USDOT: 4529484

IMPORTANT NOTICE: THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION CLAUSE AND CLASS ACTION WAIVER IN SECTION 15. BY ACCEPTING A LOAD TENDER FROM AUTOHAUL.COM, CARRIER AGREES TO ALL TERMS OF THIS AGREEMENT.

This agreement (the "Agreement") is entered into between Autohaul.com, Inc. ("Autohaul.com" or "Broker") and **Carrier** ("Carrier").

1. PARTIES, FORMATION, AND DEFINITIONS

1.1 Parties

This Broker-Carrier Transportation Services Agreement ("Agreement") is entered into between Autohaul.com, Inc. ("Broker" or "Autohaul.com"), and the authorized motor carrier that signs this Agreement or accepts a Load Confirmation subject to this Agreement ("Carrier"). This Agreement governs all load tenders accepted by Carrier from Autohaul.com.

Autohaul.com is a federally registered property broker. Carrier represents that it is a properly registered and authorized motor carrier.

1.2 Formation and Acceptance

This Agreement establishes the general terms governing shipments that Carrier accepts from Broker and is incorporated by reference into every Load Confirmation issued by Autohaul.com and accepted by Carrier. Each shipment will be offered through a written or electronic load confirmation ("Load Confirmation"). A Load Confirmation becomes binding only when Carrier affirmatively accepts it electronically, in writing, or by commencement of performance. If Carrier's acceptance occurs through commencement of performance, Autohaul.com shall promptly issue written confirmation of the terms of carriage applicable to such load, and Carrier's continued performance of the load shall constitute Carrier's specific agreement to those terms.

A Load Confirmation will identify the shipment, Vehicle(s), pickup and delivery information, agreed Carrier compensation, service requirements, and any shipment-specific instructions. This Agreement and the accepted Load Confirmation together govern the relationship between Broker and Carrier for that shipment.

No Carrier tariff, rate schedule, bill-of-lading term, confirmation, or other Carrier document shall modify or supersede this Agreement or a Load Confirmation unless Autohaul.com expressly agrees in writing through an authorized officer.

1.3 Definitions

As used in this Agreement:

- **Bill of Lading (BOL):** The digital document completed and acknowledged by the Carrier and Shipper (or Shipper's Agent) through the Autohaul.com Platform at pickup and delivery, incorporating the Vehicle Inspection Report and constituting proof of tender and receipt.
- **Carrier:** The licensed motor carrier that has accepted a Load Confirmation through the Autohaul.com Platform and is responsible for the physical transportation of the Vehicle.
- **Carrier-Shipper Addendum:** The shipment-specific direct agreement between Shipper and Carrier, in the form approved by Autohaul.com, addressing statutory waiver, declared-value election, claims procedure, and dispute-resolution election for a given Shipment.

- **Load Confirmation:** The digital dispatch document issued through the Autohaul.com Platform specifying the Shipment details, route, compensation, and any special instructions for a specific load.
- **Platform:** Autohaul.com, its related subdomains, digital platforms, user accounts, content, and website tools collectively.
- **Shipment:** One or more Vehicles identified in an accepted Load Confirmation.
- **Shipper:** The customer of Autohaul.com whose Vehicle is being transported under a given Load Confirmation.
- **Shipper's Agent:** The person or entity authorized to ship or receive the Vehicle on behalf of the Shipper.
- **Vehicle:** Any motor vehicle, motorcycle, or other conveyance transported under this Agreement.
- **Vehicle Inspection Report (VIR):** The documented inspection of the Vehicle's condition, performed through the Autohaul.com Platform, including photographs and written notation of any existing damage or defects. A VIR is performed jointly by Carrier and Shipper (or Shipper's Agent) at pickup and again at delivery and is incorporated into the Bill of Lading as the parties' record of Vehicle condition at tender and receipt.

1.4 Statutory Waiver

To the extent applicable, interstate transportation of Vehicles tendered under this Agreement is governed by the Carmack Amendment, 49 U.S.C. § 14706. Broker does not tender household-goods shipments under this Agreement, and this Agreement is intended to apply only to Vehicle shipments that are not household-goods transportation.

This Agreement is solely between Broker and Carrier. It does not waive, limit, transfer, or otherwise alter a Shipper's rights or remedies against Carrier under Part B of Subtitle IV of Title 49 of the United States Code, including the Carmack Amendment.

Any declared-value limitation, claims-procedure election, forum or arbitration election, release, or other waiver of a right or remedy otherwise available between Shipper and Carrier is effective for a particular Shipment only if, and only to the extent, it is expressly stated in a shipment-specific Carrier-Shipper Addendum that identifies the actual Shipper, Carrier, Vehicle, route, and selected election and is separately executed or affirmatively accepted by both Shipper and Carrier before Carrier takes possession of the Vehicle.

Carrier shall not take possession of a Vehicle unless the applicable Carrier-Shipper Addendum has been completed and both Shipper and Carrier have separately executed or affirmatively accepted the same version. Broker may transmit, store, and retain the executed Addendum solely in its capacity as transportation broker and electronic-record custodian.

Broker is not a party to a Carrier-Shipper Addendum and does not assume Carrier's transportation, cargo-liability, claims-handling, or other carrier obligations under it. Nothing in this Section limits an independent obligation Broker or Carrier undertakes under this Agreement or an accepted Load Confirmation.

Except as Broker and Carrier expressly agree in a written, shipment-specific instrument signed by both of them, no Carrier-Shipper Addendum, bill of lading, contract of carriage, declared-value limitation, Carmack waiver, release, claim-procedure provision, choice-of-law clause, forum-selection clause, arbitration provision, or other agreement between Carrier and Shipper modifies, limits, governs, or provides a defense to Carrier's separate obligations to Broker under this Agreement.

Broker's payment, compromise, or settlement of a Shipper or third-party claim does not constitute an assignment of the Shipper's claim or place Broker in the Shipper's position unless Broker and the Shipper execute a separate written assignment expressly identifying the assigned claim. If Broker proceeds under an

express assignment or subrogation right, Carrier may assert against Broker the defenses that would have been available against Shipper only to the extent required by applicable law for that derivative claim. This does not impair Broker's independent contractual rights and remedies against Carrier under this Agreement.

If no Carrier-Shipper Addendum is executed for a Shipment, or an executed Addendum does not expressly address a particular declared-value limitation, waiver, release, claims procedure, dispute-resolution election, or other election, no such limitation, waiver, release, procedure, or election arises from this Agreement. Carrier's liability to Shipper is determined under applicable law and Carrier's valid contract of carriage.

Nothing in this Section waives, limits, or alters a requirement governing Carrier registration, insurance, safety fitness, driver qualification, equipment safety, or another right or obligation that cannot lawfully be waived.

1.5 Broker Surety Bond

Autohaul.com maintains a surety bond or trust fund agreement as required by the Federal Motor Carrier Safety Administration in the amount of $75,000 (the current FMCSA-mandated minimum for licensed property brokers under 49 C.F.R. § 387.307). Proof of the surety bond is available upon request by contacting compliance@autohaul.com.

1.6 Applicable Law; No Waiver of Shipper Rights

Carrier will perform transportation in accordance with applicable federal, state, and local law. Nothing in this Agreement purports to waive on behalf of a Shipper any right or remedy available against Carrier, including rights applicable to cargo loss or damage.

Broker and Carrier may resolve their own contractual disputes according to this Agreement. Nothing in this Agreement waives provisions governing Carrier registration, insurance, or safety fitness.

2. CARRIER QUALIFICATIONS AND REPRESENTATIONS

2.1 Authority and Safety Rating

Carrier must not accept or perform a Shipment if its authority, registration, safety status, or insurance required by this Agreement is inactive, suspended, cancelled, insufficient, or otherwise not in compliance with law.

2.1.1 Verification of Operating Authority

Autohaul.com will verify the status of Carrier's FMCSA-issued operating authority at multiple points during the relationship, including, without limitation: (a) at the time Carrier is onboarded onto the Autohaul.com Platform; (b) at the time Carrier is awarded a bid for a Shipment; and (c) at the time Carrier initiates pickup of a Shipment. Carrier acknowledges that operating authority status may be verified at additional times at Autohaul.com's discretion. If, at any verification point, Carrier's operating authority is not shown as active on FMCSA's MOTUS system or successor system, Carrier will not be permitted to commence or continue pickup of the affected Shipment, and Autohaul.com may reassign, cancel, or otherwise reissue the applicable Load Confirmation without liability to Autohaul.com. If a load is pulled at pickup due to Carrier's inactive authority, Carrier is not entitled to the dispatch fee or any other compensation for that Shipment.

Carrier further represents and warrants that it does not hold an "Unsatisfactory" safety rating issued by FMCSA. If Carrier has a "Conditional" rating, additional reviews will be required, and Carrier may be rejected if the reason is safety related. Carrier must immediately notify Autohaul.com in writing at compliance@autohaul.com if its safety rating is changed to "Unsatisfactory" or "Conditional" at any time during the term of this Agreement.

As a condition of this Agreement, Carrier must be enrolled in a DOT-compliant drug and alcohol testing program that includes pre-employment testing, random testing, post-accident testing, reasonable suspicion testing, and return-to-duty testing as required by 49 C.F.R. Part 382. Upon request, Carrier must provide

Autohaul.com with written confirmation of enrollment in a compliant program administered by a qualified Consortium/Third-Party Administrator (C/TPA).

2.2 Driver Qualifications

Carrier represents and warrants that all drivers used to perform services under this Agreement:

- Hold a valid Commercial Driver's License (CDL) appropriate for the vehicle type being operated
- Comply with all applicable FMCSA Hours of Service (HOS) regulations
- Are not on any federal or state disqualified driver list
- Have completed all training required by applicable law for the vehicle type and cargo being transported
- Have the ability to access and operate the Autohaul.com Platform for the purpose of completing the digital Bill of Lading process at pickup and delivery, including conducting Vehicle Inspections, uploading photographs, and acknowledging condition records through the Platform.

Carrier may use owner-operators only if they are properly employed or leased by Carrier, operate under Carrier's authority for the applicable Shipment, and are covered by written arrangements that comply with applicable law. Carrier remains fully responsible for their performance.

2.3 Equipment Standards

Carrier represents and warrants that all equipment used to transport Vehicles under this Agreement:

- Is properly registered, inspected, and maintained in safe operating condition
- Meets all applicable federal and state safety standards
- Is appropriate for the vehicle type and transport service specified in the Load Confirmation (open carrier, enclosed carrier, single-car hauler, etc.)
- Is equipped with appropriate tie-downs, wheel straps, chains, and other securing equipment to prevent Vehicle movement or damage during transport. For enclosed transport, the trailer must be fully enclosed and weathertight.

2.4 Regulatory Compliance

Carrier is solely responsible for compliance with all applicable federal, state, and local laws, regulations, and ordinances, including without limitation: FMCSA regulations; DOT safety regulations; hazardous materials regulations; state vehicle weight and dimension limits; state permitting requirements; and all environmental laws applicable to Carrier's operations. Carrier is solely responsible for compliance with driver-qualification, hours-of-service, controlled-substances and alcohol-testing, equipment-inspection, maintenance, and other safety requirements applicable to its operations.

2.5 Carrier's Duty to Notify

Carrier must notify Autohaul.com within 24 hours if any of the following occur: suspension or revocation of Carrier's operating authority or FMCSA safety rating change to "Unsatisfactory" or "Conditional"; cancellation or lapse of any required insurance coverage; any accident involving a Shipper's Vehicle while in Carrier's possession; any citation, violation, or out-of-service order issued to Carrier or its drivers during performance of services under this Agreement; or any material change in Carrier's ownership or operational structure. All notifications required by this Section must be sent to compliance@autohaul.com.

2.6 California and Other Jurisdiction-Specific Requirements

For a Shipment performed in a jurisdiction imposing equipment, environmental, permitting, or other operation-specific requirements, Carrier must use equipment and practices compliant with law applicable at the time and place of performance. Upon reasonable request, Carrier must provide documentation reasonably

necessary for Broker to verify compliance.

Carrier shall defend, indemnify, and hold harmless Autohaul.com and any Shippers from any penalties, fines, or other liability imposed on or assumed by Autohaul.com or its customers as a result of Carrier's use of non-compliant equipment in such a jurisdiction.

3. LOAD TENDER, ACCEPTANCE, AND DISPATCH

3.1 Load Confirmation

Upon acceptance of a load, the Carrier will be able to access the Load Confirmation for each Shipment through the Autohaul.com Platform. The Load Confirmation will include the Shipper's name and contact information; the Vehicle year, make, model, and full VIN; the pickup location, address, and contact; the delivery location, address, and contact; the agreed compensation and payment terms; the estimated pickup window and transit time; and any special instructions for the Shipment.

3.2 Acceptance

Carrier must accept or reject each Load Confirmation within the timeframe specified in the tender. Acceptance constitutes Carrier's agreement to transport the Shipment on the terms set forth in the Load Confirmation and this Agreement. Once accepted, Carrier may not unilaterally cancel, abandon, or reassign the load without the prior written consent of Autohaul.com.

3.3 Re-Brokering Prohibition and Carrier Identity Verification

Carrier is strictly prohibited from re-brokering, subcontracting, transferring, tendering, or otherwise assigning any Shipment to any other motor carrier, broker, freight forwarder, driver, or other person without Autohaul.com's prior written consent. Violation of this prohibition is grounds for immediate termination of this Agreement, forfeiture of compensation for the affected load, and liability for all resulting damages including any claims by the Shipper arising from the unauthorized assignment.

Carrier may use only Carrier Personnel and equipment under Carrier's lawful control and operating authority. Carrier remains fully responsible for the acts and omissions of all such Personnel.

Carrier must ensure that the USDOT number displayed on the transporting Vehicle matches the USDOT number identified on the Load Confirmation and digital BOL, unless Autohaul.com has approved a change in writing. If Carrier becomes unable to perform a confirmed load, it must immediately notify Autohaul.com through the Platform or by calling (503) 563-1840. Carrier may not notify the Shipper directly or arrange alternative transport without Autohaul.com's express written authorization.

The Shipper will be instructed to verify the Carrier's USDOT number before releasing the Vehicle. Carrier's failure to display a matching USDOT number, or any attempt to accept delivery of a Vehicle under a non-matching USDOT number, is a material breach of this Agreement.

3.4 Carrier Communication Obligations

Carrier must provide reasonable and timely pickup, transit, delay, delivery, incident, and damage updates through the Platform or by another method designated by Broker. Unless a Load Confirmation provides a different requirement, Carrier must:

- Confirm the pickup appointment with the Shipper through the Autohaul.com Platform at least 24 hours before the estimated pickup window
- Notify Autohaul.com through the Platform immediately if pickup will be delayed beyond the confirmed window

- Provide real-time location and status updates through the Autohaul.com Platform's integrated tracking system
- Notify Autohaul.com and the Shipper's Agent through the Platform at least 12 hours before estimated delivery
- Report any accident, incident, or Vehicle damage to Autohaul.com through the Platform within 2 hours of occurrence

4. PICKUP, TRANSPORT, AND DELIVERY

4.1 Pickup and Inspection — Digital BOL and Vehicle Inspection Report

The digital Bill of Lading ("BOL") and the Vehicle Inspection Report ("VIR") are two separate and legally distinct documents. The BOL is the contract of carriage and receipt for the Vehicle as between Shipper and Carrier. The VIR is the documented record of the Vehicle's physical condition and operating status at pickup. Although Autohaul.com's Platform presents both on the same screen and Carrier completes them in the same workflow, completion of one does not substitute for completion of the other — both must be independently and accurately completed before the Vehicle is loaded.

Pre-Loading Inspection. Before loading the Vehicle, Carrier must conduct a thorough inspection of the Vehicle's condition and accurately complete the VIR through the Autohaul.com Platform, including photographs and specific notation of all pre-existing damage.

Shipper's Independent Documentation. The Platform separately allows Shipper to independently note and document any pre-existing damage or condition concerns directly within the VIR.

Joint Review and Release. The Vehicle condition record reflected in the VIR must be reviewed and agreed upon by both the Carrier driver and the Shipper (or designated representative) through the Autohaul.com Platform before the Vehicle is released to Carrier. Carrier must not execute the BOL or load the Vehicle until both parties have acknowledged an accurate and complete VIR.

Material Condition Discrepancies. Carrier must not load a Vehicle if the Vehicle's condition materially differs from what was represented in the Load Confirmation. In such cases, Carrier must immediately notify Autohaul.com at (503) 563-1840.

4.2 Delivery and Inspection — Digital BOL and Vehicle Inspection Report

At delivery, Carrier must conduct a thorough inspection of the Vehicle with the Shipper's Agent present and accurately complete the delivery VIR through the Autohaul.com Platform to reflect the Vehicle's condition at delivery.

The Carrier's driver must allow the Shipper's Agent adequate time to inspect the Vehicle before acknowledgment. If the Shipper's Agent identifies damage not present on the pickup VIR, Carrier must allow the Shipper's Agent to document that damage in the notes field of the delivery VIR prior to acknowledgment.

If damage occurred during transport, Carrier must accurately document all such damage on the delivery VIR and provide the Shipper's Agent with the Carrier's insurance and claims contact information at the time of delivery.

4.3 Digital BOL and Vehicle Inspection Completion

Carrier must complete and acknowledge both the pickup and delivery digital Bills of Lading and Vehicle Inspection Reports through the Autohaul.com Platform. Completion of accurate and fully documented digital documents through the Platform is a condition of payment. Autohaul.com reserves the right to withhold payment pending completion of all required documentation.

4.4 Digital-System Outage

If the Platform, a device, or network connectivity is unavailable, Autohaul.com must use a reasonable alternative paper or electronic record to document pickup, delivery, apparent condition, photographs, and acknowledgments. Carrier must upload or provide the alternative record to Autohaul.com promptly when the system is available.

4.5 Inoperable Vehicles

If a Shipment involves an inoperable Vehicle, this will be specified in the Load Confirmation. Carrier must use appropriate equipment to load and unload the Vehicle without causing additional damage. Carrier is responsible for accounting for all additional handling requirements when submitting a bid, as no separate surcharge will be negotiated after bid acceptance.

4.6 Personal Items and Prohibited Cargo

Carrier is not liable for personal items left in Vehicles by Shippers, nor for any damage caused to the Vehicle by personal items left in the Vehicle by the Shipper.

If Carrier discovers prohibited items (weapons, drugs, flammable materials, currency, live animals, or other items prohibited by law or by the Autohaul.com Transportation Services Agreement) inside a Vehicle at pickup, Carrier must immediately notify Autohaul.com and must not load the Vehicle until the situation is resolved.

Notification to Authorities. Carrier reserves the right, in its sole discretion or where required by law, to notify law enforcement or other government authorities upon discovering prohibited items or other concerning conditions in a Vehicle, including but not limited to: explosives or hazardous materials; firearms or weapons unlawfully possessed; suspected child sexual abuse material; indicators of human trafficking; stolen vehicles or stolen property; controlled substances; threats to public safety; or contraband discovered during port, border, customs, or other law-enforcement-regulated transport.

Prohibition on Concealment. Carrier must not conceal any item described above and must not take any action that could constitute aiding, transporting, destroying, or obstructing with respect to such item or any related investigation.

Customer Responsibility for Costs. The Shipper is responsible for all fines, delays, towing, storage, seizure, inspection costs, and other losses arising from or related to prohibited items discovered in a Vehicle, regardless of whether such items were known to the Shipper.

5. INSURANCE REQUIREMENTS

5.1 Required Coverage

Carrier must maintain, at its sole expense, the following minimum insurance coverages at all times during the term of this Agreement. These figures are contractual minimums only — Carrier is independently responsible for ensuring it carries sufficient cargo insurance to cover the full actual cash value of the Vehicle(s) being transported under any given Shipment, regardless of whether that value exceeds the minimums set forth below.

Coverage Type	Minimum Required	Notes
Auto Liability	**$1,000,000 CSL**	Combined single limit per occurrence; covers bodily injury and property damage caused by Carrier's vehicles
Motor Truck Cargo — Open Transport	**$100,000 per occurrence**	Covers customer Vehicles while in Carrier's care, custody, and control on open carriers. Contractual minimum only; see Section 5.1.1.

Motor Truck Cargo — Enclosed Transport	**$250,000 per occurrence**	Required for all enclosed transport loads. Autohaul.com contractual minimum; not an FMCSA-mandated floor; see Section 5.1.1.
Workers' Compensation	**Statutory limits**	Required in all states where Carrier employs drivers; must comply with applicable state law
General Liability	**$1,000,000 per occurrence**	Commercial general liability coverage for Carrier's business operations
Umbrella / Excess Liability	**$1,000,000 per occurrence**	Recommended; may be required for certain high-value loads at Autohaul.com's discretion

5.1.1 Sufficiency of Coverage for Actual Load Value

The minimum cargo coverage amounts in Section 5.1 are floors, not caps, and do not relieve Carrier of its obligation to insure the full value of each Shipment. Before accepting any Load Confirmation, Carrier is responsible for confirming that its Motor Truck Cargo coverage (open or enclosed, as applicable) is sufficient to cover the aggregate actual cash value of all Vehicles identified on that Load Confirmation. If the value of a Shipment exceeds Carrier's then-current cargo coverage limits, Carrier must either (a) obtain additional or excess coverage sufficient to cover the full value of the Shipment prior to accepting the load, or (b) decline the load. Acceptance of a Load Confirmation constitutes Carrier's representation that its insurance coverage is sufficient to cover the full value of the Shipment.

5.2 Additional Insured Requirement; Cargo Policy Notice

Carrier will name Autohaul.com as an additional insured on Carrier's commercial general liability and automobile-liability policies where available by endorsement and commercially obtainable. Carrier will provide primary and noncontributory protection for Autohaul.com to the extent available by endorsement and applicable to a covered claim arising from Carrier's operations.

The parties acknowledge that additional-insured, primary, and noncontributory status is generally not available under a Motor Truck Cargo policy. In place of additional-insured status on the cargo policy, Carrier will, where commercially obtainable: (a) have its cargo insurer identify Autohaul.com as a certificate holder entitled to at least thirty (30) days' advance written notice of cancellation, non-renewal, or material reduction in coverage; and (b) if requested by Autohaul.com for a specific Shipment, have its cargo insurer designate Autohaul.com, Shipper, or another party identified by Autohaul.com as loss payee with respect to that Shipment.

5.3 Certificate of Insurance

Before accepting its first load under this Agreement, and upon each policy renewal or material change, Carrier must have its insurer or authorized insurance agent email Autohaul.com directly at insurance@autohaul.com with a current Certificate of Insurance (COI). The COI must reflect Autohaul.com's status as additional insured as required by Section 5.2, and as certificate holder on Carrier's Motor Truck Cargo policy with the notice-of-cancellation provisions required by Section 5.2, and must provide for at least thirty (30) days' advance written notice of cancellation, non-renewal, or material reduction.

5.4 Insurance Lapse and Cancellation Notice

Carrier must immediately notify Autohaul.com of any lapse, cancellation, nonrenewal, material reduction, or other change to required coverage and must not accept any new load tenders until coverage is reinstated and a new COI has been provided to and accepted by Autohaul.com. Autohaul.com may suspend new tenders or remove Carrier from active status if coverage cannot be verified. Carrier's acceptance of a load during a coverage lapse is a material breach of this Agreement.

6. COMPENSATION AND PAYMENT

6.1 Agreed Rate

Carrier's compensation for each Shipment is the rate set forth in the applicable Load Confirmation (the "Agreed Rate"). The Agreed Rate is the total compensation payable to Carrier for the Shipment and includes all fuel surcharges, driver compensation, tolls, permits, equipment costs, ordinary accessorial expenses, and all other costs of performing the shipment unless expressly stated otherwise. Carrier may not invoice an amount beyond the Agreed Rate unless Autohaul.com approved that additional amount in writing before Carrier incurred it.

6.2 Payment Terms

As a condition of receiving payment under this Agreement, Carrier must, during onboarding, (a) provide accurate ACH account information for receipt of payment, and (b) complete and submit a Form W-9. Autohaul.com is not obligated to initiate payment until both items have been completed and verified. Carrier is responsible for promptly updating its ACH information through the Platform if its banking details change.

Subject to Section 6.4, Autohaul.com will automatically initiate payment to Carrier for the undisputed Agreed Rate amounts by ACH within seven (7) business days after receiving complete required delivery documentation. No invoice is required for payment of the agreed Load Confirmation rate.

Autohaul.com is the sole party responsible for paying Carrier's charges. The Shipper's failure to pay Autohaul.com does not relieve Autohaul.com of its obligation to pay Carrier. Carrier shall not seek payment directly from the Shipper or any other party for services arranged through Autohaul.com.

6.3 Additional Charges

If Carrier believes it is owed charges beyond the agreed Load Confirmation rate — including any accessorial, detention, or other additional charges — Carrier must (a) itemize such charges on the pickup or delivery Bill of Lading, and (b) submit a written invoice with supporting documentation to Autohaul.com within fifteen (15) days of delivery. Charges not itemized on the delivery BOL may be denied absent good cause. Additional charge invoices submitted after this window will not be honored.

Additional charges arising at pickup from an undisclosed condition must be submitted to Shipper for real-time approval through the Platform's digital inspection and BOL system before proceeding with pickup. If Shipper does not approve, Carrier may decline to proceed and cancel the order (treated as a Shipper cancellation for purposes of Section 6.5).

6.4 Claims Reserve and Right to Setoff

If Autohaul.com reasonably believes Carrier may be liable for a documented claim, Autohaul.com may establish a temporary reserve from amounts otherwise payable to Carrier only after providing written notice identifying the Shipment, known facts, amount reserved, and basis for the reserve. The reserve must be limited to the reasonably disputed amount. Carrier may respond with supporting documentation within ten (10) business days. Autohaul.com will release the reserve promptly to the extent it is no longer reasonably necessary. A final setoff may be made only for an amount established by a written settlement, Carrier's written admission, insurer payment obligation, final arbitration award, final judgment, or other written agreement.

6.5 Cancellation Compensation

A cancellation fee is payable only if: (a) Carrier accepted the Load Confirmation; (b) the Shipment is cancelled within twenty-four (24) hours before the beginning of the confirmed pickup window or after Carrier has reasonably commenced travel to pickup; (c) the cancellation was not caused by Carrier's breach, lack of authority, insurance deficiency, late arrival, or other failure to perform; and (d) the Load Confirmation states the cancellation-fee amount. Unless a Load Confirmation specifies another amount, the cancellation fee is $250 as

a reasonable estimate of Carrier's dispatch and repositioning cost.

6.6 Toll and Accessorial Charges

All toll charges, permit fees, and other accessorial costs anticipated for a Shipment must be included in Carrier's quoted rate at the time of bid. No toll or accessorial charges will be reimbursed separately unless expressly included in the Load Confirmation rate or pre-approved in writing.

6.7 Cargo Lien Waiver; No Direct Collection

Carrier shall not have any right, title, interest, ownership, or claim in any Vehicle tendered for transport under this Agreement. Any attempt by Carrier to assert a lien or withhold a Shipper's Vehicle constitutes a material breach of this Agreement and grounds for immediate termination. Carrier may not seek payment or reimbursement directly from a Shipper or another Autohaul.com customer for a Shipment arranged through Autohaul.com.

6.8 Assignment of Freight Charge Collection Rights

Upon receipt of payment of its freight charges from Autohaul.com, Carrier automatically assigns to Autohaul.com all of Carrier's rights to collect those same freight charges from the Shipper or any responsible third party. Carrier agrees that its sole recourse for non-payment shall be against Autohaul.com, and not under any circumstances against a Shipper, consignor, consignee, or customer of Autohaul.com.

7. DAMAGE LIABILITY AND CLAIMS

7.1 Carrier Liability

Carrier is responsible for cargo loss, damage, delay, and other transportation obligations to the extent imposed by applicable law and Carrier's valid contract of carriage. Nothing in this Agreement is intended to limit a Shipper's rights against Carrier or to establish a liability limitation for Carrier's transportation of a Vehicle.

7.2 Concealed Damage

A delivery VIR or BOL without notation of apparent damage is evidence of the Vehicle's apparent condition at delivery. It is not an absolute release or waiver of a claim for concealed damage that was not reasonably apparent at delivery. Carrier may not deny a claim solely because a delivery VIR or BOL lacks notation of damage if the claimant presents timely evidence that damage was not reasonably apparent at delivery and may have occurred during Carrier's custody.

7.3 Exclusions from Liability

Carrier is not liable for damage caused by:

- Acts of God, natural disasters, or other force majeure events beyond Carrier's reasonable control
- Pre-existing damage accurately documented on the pickup digital Bill of Lading
- The inherent vice or defect of the Vehicle itself
- Improper preparation of the Vehicle by the Shipper
- Damage to personal items left in the Vehicle by the Shipper
- Damage caused to the Vehicle by personal items left in the Vehicle by the Shipper
- Acts or omissions of the Shipper or Shipper's Agent

7.4 Damage Reporting Requirements

Carrier must maintain a designated claims email address and mailing address. Carrier must notify Autohaul.com within two (2) business days after receiving a claim concerning a Shipment. If damage occurs

during transport, Carrier must:

- Photograph all damage from multiple angles with timestamped photos and upload them to the delivery digital BOL through the Platform
- Document all damage on the delivery digital BOL with specificity as to location, type, and extent
- Notify Autohaul.com through the Platform within 2 hours of the incident or discovery
- Ensure all photographs, digital BOL documentation, and any written incident notes are accessible through the Platform within 24 hours of delivery
- Cooperate fully with any investigation or claims process initiated by Autohaul.com, the Shipper, or the Carrier's insurer

7.5 Salvage Waiver and Damaged Vehicle Return

Carrier waives any and all right of salvage or resale of any Shipper's damaged Vehicle. In the event of a total or partial loss, Carrier must return all damaged Vehicles at its own expense to the point of origin or to such other location as instructed by Autohaul.com or the Shipper.

7.6 Total Loss

In the event of a total loss of a Vehicle while in Carrier's custody, Carrier's insurer must pay the actual cash value of the Vehicle at the time of loss, as determined by an independent appraisal if the parties cannot agree. Carrier remains responsible for removing and disposing of the damaged Vehicle at Carrier's expense unless otherwise agreed in writing.

8. CUSTOMER INFORMATION, CONFIDENTIALITY, AND DATA SECURITY

8.1 Permitted Use of Customer Information

Carrier may use Shipper, Shipper's Agent, Vehicle, address, contact, VIN, and shipment information only as necessary to perform the applicable Shipment, address a claim, comply with law, satisfy recordkeeping obligations, or use approved service providers with a need to know and written confidentiality obligations. Carrier may not use such information for independent marketing, solicitation, lead generation, unrelated commercial purposes, or disclosure to an unauthorized third party.

8.2 Confidential Information

Each party must protect the other's nonpublic business, pricing, technology, customer, Vehicle, and financial information using at least reasonable care. Neither party may disclose Confidential Information except as necessary to perform this Agreement, comply with law, respond to a subpoena or governmental request, prosecute or defend a claim, or use personnel, insurers, counsel, accountants, and service providers with a legitimate need to know.

8.3 Information Security Incident

Carrier must maintain reasonable administrative, technical, and physical safeguards for nonpublic information received from Broker. Carrier must notify Broker without undue delay after discovering unauthorized access to, acquisition of, or disclosure of that information and must reasonably cooperate in investigation, containment, notice, and remediation.

8.4 Limited Non-Circumvention

For twelve (12) months after Carrier's final completed Shipment for a particular Shipper introduced to Carrier by Broker, Carrier will not knowingly and intentionally use that Shipper's nonpublic information to bypass Broker and directly solicit or accept substantially similar vehicle-transport work from that Shipper without Broker's prior

written authorization. If Carrier materially breaches this Section, Broker may recover its actual, proven damages and seek injunctive relief. This Section does not apply if Carrier had a documented business relationship with the Shipper before Broker introduced the Shipper, or if the Shipper initiated the direct relationship without solicitation by Carrier.

8.5 No Exclusive Arrangement

Nothing in this Agreement creates an exclusive relationship between Autohaul.com and Carrier. Autohaul.com is free to engage other carriers, and Carrier is free to work with other brokers and shippers, subject to the non-solicitation provisions of Section 8.4.

9. INDEPENDENT CONTRACTOR RELATIONSHIP

Carrier is an independent contractor and not an employee, agent, partner, or joint venture of Autohaul.com. Carrier has sole authority and responsibility for the method, manner, means, and route of transportation of each Shipment. Carrier is solely responsible for:

- All employment taxes, withholding obligations, and benefits for its drivers and employees
- Workers' compensation insurance for its employees and drivers
- All fuel, maintenance, equipment, and operating costs
- Compliance with all applicable employment, labor, and tax laws
- The acts and omissions of its drivers, employees, agents, and contractors

Nothing in this Agreement shall be construed to create an employment relationship, joint venture, partnership, or agency relationship between Autohaul.com and Carrier or any of Carrier's drivers, employees, or contractors. Carrier assumes full responsibility for payment of all applicable federal, state, and local payroll taxes and shall indemnify, defend, and hold harmless Autohaul.com from any claim, liability, penalty, or expense arising from Carrier's payroll tax obligations or any claim that Carrier's drivers or workers are employees or agents of Autohaul.com.

10. INDEMNIFICATION

10.1 Carrier Indemnification of Autohaul.com

Carrier agrees to defend, indemnify, and hold harmless Autohaul.com, its officers, directors, members, employees, agents, and successors from and against any and all claims, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) arising from or related to:

- Carrier's performance of or failure to perform transportation services under this Agreement
- Damage to or loss of any Vehicle while in Carrier's care, custody, or control
- Any bodily injury, death, or property damage caused by Carrier, its drivers, employees, or agents
- Carrier's violation of any applicable law, regulation, or permit requirement
- Carrier's breach of any representation, warranty, or obligation under this Agreement
- Any claim by a Shipper or Shipper's Agent arising from Carrier's acts or omissions

10.2 Autohaul.com Indemnification of Carrier

Autohaul.com agrees to defend, indemnify, and hold harmless Carrier from and against any claims, losses, liabilities, damages, costs, and expenses arising from Autohaul.com's own gross negligence or willful misconduct in performing its brokerage obligations, to the extent such claims are not caused by Carrier's acts or omissions.

10.3 Defense and Settlement

The indemnifying party must promptly assume the defense of a covered third-party claim with counsel reasonably acceptable to the indemnified party. No settlement that imposes liability, admission, injunctive obligation, or non-monetary restriction on the indemnified party may be entered without that party's prior written consent, not to be unreasonably withheld.

10.4 Proportional Fault

In the event that any claim, liability, loss, damage, or expense is caused by the joint or concurrent negligence or other fault of the parties, the indemnity obligations shall be borne by each party in proportion to its degree of negligence or other fault, to the extent permitted by law. Neither party shall be liable to the other for any special or consequential damages under this Agreement.

10.5 Independent Broker-Carrier Indemnity

Carrier's indemnity, reimbursement, defense, payment, and other obligations to Broker under this Agreement are independent contractual obligations between Broker and Carrier. Carrier shall have no obligation to indemnify Broker for a settlement or expense to the extent Carrier demonstrates that it resulted from Broker's own negligence, willful misconduct, fraud, or breach of this Agreement, or that the amount paid was unreasonable.

11. FORCE MAJEURE

Neither party shall be liable for delay or failure to perform caused by circumstances beyond their reasonable control. Recognized force majeure limitations include:

- **Act of God:** Natural, uncontrollable physical phenomena or natural disasters, including floods, tornadoes, earthquakes, lightning, and other events of nature.
- **Public Enemy:** Actions by hostile government forces or parties engaged in international armed conflict. Does not extend to ordinary civil unrest, theft, vandalism, or criminal acts by private individuals.
- **Public Authority:** Interventions or actions by law enforcement, customs or border authorities, government quarantine orders, or lawful confiscation of a Vehicle by a governmental authority.
- **Inherent Vice:** Loss or damage originating from the natural characteristics or condition of the Vehicle itself.
- **Other events:** Pandemic or public health emergencies declared by a governmental authority; war, terrorism, or civil unrest; fuel shortages; transportation infrastructure failures or closures; labor disputes or strikes; or any other event that makes performance commercially impracticable.

The party affected must notify the other within 24 hours and use commercially reasonable efforts to resume performance as quickly as possible. If a force majeure event prevents completion of a Shipment, Autohaul.com will arrange alternative transport at its discretion and Carrier will be compensated only for the portion of the route completed.

12. RECORDS, REPORTING, AND AUDIT RIGHTS

12.1 Record Retention

Carrier must maintain complete and accurate records related to each Shipment for a minimum of 3 years following the date of delivery or as required by applicable law, whichever is longer. Records include Load Confirmations, BOLs, VIRs, photographs, driver and equipment records, insurance evidence, communications logs, incident records, and claim files.

12.2 Audit Rights

Autohaul.com reserves the right, upon reasonable written notice, to audit Carrier's records related to Shipments performed under this Agreement for the purpose of verifying compliance with this Agreement, resolving damage claims, or responding to regulatory inquiries. Carrier must cooperate fully and provide requested records within 10 business days of Autohaul.com's request, unless a shorter period is reasonably necessary for safety, a pending claim, or a regulatory matter.

12.3 Incident Reporting

Carrier must report to Autohaul.com within 2 hours any of the following occurring during transport: any accident involving a Shipper's Vehicle; any Vehicle damage; any theft or loss of a Vehicle; any regulatory stop, inspection, or citation; or any event that may delay delivery beyond the confirmed window.

13. TERM AND TERMINATION

13.1 Term

This Agreement begins when signed by both parties or when Carrier first accepts a Load Confirmation from Autohaul.com and continues until terminated under this Section.

13.2 Suspension

Autohaul.com may suspend Carrier from receiving new load tenders immediately if Autohaul.com reasonably believes Carrier's authority, insurance, safety status, qualifications, data security, or ability to perform does not meet this Agreement or applicable law. Suspension does not excuse Carrier from completing an accepted Shipment unless Autohaul.com directs otherwise.

13.3 Termination Without Cause

Either party may terminate this Agreement without cause upon 30 days' written notice to the other party. Termination without cause does not affect any obligations arising from Load Confirmations accepted prior to the termination date, which must be completed in accordance with this Agreement.

13.4 Termination for Cause

Autohaul.com may terminate this Agreement immediately and without notice upon the occurrence of any of the following:

- Carrier's loss, suspension, or revocation of FMCSA operating authority
- Cancellation or lapse of any required insurance coverage
- Carrier's violation of the re-brokering prohibition in Section 3.3
- Carrier's abandonment of a confirmed load without notice
- Carrier's violation of the non-solicitation provision in Section 8.4
- Carrier's commission of fraud, theft, or willful misconduct in connection with any Shipment
- Any federal or state enforcement action against Carrier that materially affects its ability to perform
- Any material breach of this Agreement not cured within 5 business days of written notice

13.5 Effect of Termination

Upon termination, Carrier must complete all Shipments in progress under accepted Load Confirmations and submit all required documentation. Autohaul.com will pay all undisputed amounts owed to Carrier for completed Shipments within the normal payment cycle. Sections 6 through 12 and 14 through 16 survive termination of this Agreement.

14. COMMUNICATIONS

Autohaul.com and Carrier may send load tenders, rate information, operational notices, and other transactional communications through the Platform, email, text message, or another contact method maintained in Carrier's profile. Carrier represents that it has authority to provide and use the contact information for Carrier Personnel.

Carrier may opt out of promotional or non-transactional communications by giving Autohaul.com written notice but cannot opt out of operational communications reasonably necessary to administer an active Shipment, payment, claim, safety matter, or compliance matter.

15. DISPUTE RESOLUTION — MANDATORY ARBITRATION

THIS SECTION REQUIRES BINDING ARBITRATION OF ALL DISPUTES AND WAIVES THE RIGHT TO A JURY TRIAL AND CLASS OR COLLECTIVE ACTION. READ CAREFULLY.

15.1 Informal Resolution

Before initiating arbitration, the disputing party must provide written notice to the other party describing the dispute and the relief sought. The parties must make a good-faith effort to resolve the dispute informally within 60 days of the notice. Either party may initiate arbitration after the 60-day period if the dispute remains unresolved.

15.2 Binding Arbitration

Except as stated in Section 15.3, all disputes arising from or relating to this Agreement or a Load Confirmation — including disputes about its formation, validity, breach, or termination — that are not resolved informally shall be submitted to final and binding arbitration administered by the American Arbitration Association (AAA) under its Commercial Arbitration Rules. The arbitration shall be conducted by a single arbitrator, in Portland, Oregon or remotely by mutual agreement. The arbitrator's award shall be final and binding and may be entered as a judgment in any court of competent jurisdiction. Arbitration proceedings must be commenced within eighteen (18) months after the claim accrued. The prevailing party in any arbitration proceeding shall be entitled to recovery of its costs, expenses, and reasonable attorney fees.

15.3 Exceptions

Either party may seek temporary, preliminary, or permanent injunctive or equitable relief in a court of competent jurisdiction to protect confidential information, prevent unauthorized system access, prevent unauthorized re-brokering, preserve Vehicles or evidence, or prevent immediate irreparable harm pending arbitration.

This arbitration provision governs only disputes between Autohaul.com and Carrier. It does not alter a Shipper's claim rights against Carrier or Carrier's obligations under applicable law.

15.4 Jury Trial and Class Action Waiver

EACH PARTY WAIVES ITS RIGHT TO A TRIAL BY JURY FOR ANY DISPUTE COVERED BY THIS SECTION. ALL DISPUTES MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY AND NOT AS A CLASS, CONSOLIDATED, REPRESENTATIVE, OR COLLECTIVE ACTION OR ARBITRATION.

15.5 Governing Law and Venue

This Agreement shall be governed by the laws of the State of Oregon, without regard to conflicts of law principles, except to the extent federal law governs. For any matter not subject to arbitration under Section 15.3, the parties consent to exclusive jurisdiction and venue in the state or federal courts located in Deschutes County, Oregon.

16. GENERAL PROVISIONS

16.1 Entire Agreement

This Agreement, together with each Load Confirmation issued and accepted hereunder, constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior agreements, representations, and understandings. If they conflict, the Load Confirmation controls only as to Vehicle-specific details, route, dates or windows, agreed rate, and express shipment-specific instructions; this Agreement controls otherwise.

16.2 Amendments

Autohaul.com reserves the right to amend this Agreement for future Load Confirmations by providing at least 30 days' notice of material amendments to Carrier's designated email address or through the Platform. An amendment applies only to Load Confirmations accepted on or after its stated effective date.

16.3 Severability

If any provision of this Agreement is held invalid or unenforceable, that provision will be enforced to the maximum extent permitted or severed if necessary. The remaining provisions remain in full force.

16.4 No Waiver

Failure by either party to enforce any provision of this Agreement does not constitute a waiver of that provision or any other right under this Agreement. Any waiver must be in writing and signed by an authorized representative of the waiving party.

16.5 Assignment

Carrier may not assign this Agreement or any rights or obligations hereunder without Autohaul.com's prior written consent. Autohaul.com may assign this Agreement without restriction in connection with a merger, acquisition, reorganization, financing, bankruptcy, or sale of substantially all of its assets.

16.6 Notices

All formal legal notices under this Agreement must be in writing and delivered by one of the following methods: (a) personal delivery; (b) email with written confirmation of receipt; (c) nationally recognized overnight courier; or (d) certified or registered mail, return receipt requested. Notices to Autohaul.com: legal@autohaul.com or 740 NE 3rd St, Ste 3, PB 316, Bend, OR 97701. Notices to Carrier: the physical and email addresses on file in Carrier's account or as specified in the Load Confirmation.

16.7 No Strict Construction

This Agreement shall be construed as having been drafted jointly by the parties. No rule of strict construction shall be applied against either party as the drafter.

16.8 Counterparts and Electronic Signatures

This Agreement and Load Confirmations may be executed in counterparts and by electronic signature, each of which shall be deemed an original. Electronic acceptance — including acceptance by clicking "I Agree" in the Autohaul.com carrier portal, or by accepting a Load Confirmation — constitutes a valid and binding signature to the extent permitted by law.

16.9 Export Control Compliance

Carrier represents and warrants that it is not located in, organized under the laws of, under the control of, or a national or resident of any country or territory subject to comprehensive U.S. sanctions or embargo, and is not listed on any U.S. government list of prohibited or restricted parties, including the U.S. Treasury Department's list of Specially Designated Nationals (SDN) or the U.S. Department of Commerce Denied Persons List. Carrier agrees to comply with all applicable U.S. export laws and regulations in connection with its performance under this Agreement.

16.10 Headings and Interpretation

The headings contained in this Agreement are for reference purposes only and shall not affect in any manner the meaning or interpretation of this Agreement.