

## TRANSPORT SERVICES AGREEMENT

This TRANSPORT SERVICES AGREEMENT (together with attached **Schedules A, B, and C**, as amended or supplemented from time to time, this “**Agreement**”) is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the “**Effective Date**”), between \_\_\_\_\_ (“**TRANSPORT COMPANY**”), (Carrier Name) a \_\_\_\_\_ (Type of Business), with offices located at \_\_\_\_\_. (Business Address) and Ready Logistics, LLC, an Arizona limited liability company with offices located at 1030 North Colorado Street, Suite 109, Gilbert, AZ 85233. Additionally, to the extent that any person or entity that directly or indirectly controls, is controlled by, or is under common control with Ready Logistics, LLC (each, a “**Ready Affiliate**” and, collectively, the “**Ready Affiliates**”) requests Services (as defined in Section 2), such Ready Affiliate shall automatically become a party to this Agreement and shall undertake its obligations, and be entitled to enforce its provisions, to the same extent as if such Ready Affiliate had signed this Agreement. The term “**Ready Affiliates**” shall include, but not be limited to, Manheim Auto Auctions Company (referred to individually as “**Manheim**”). The term “**Ready**” is used throughout this Agreement to refer to Ready Logistics, LLC and/or the Ready Affiliate that is requesting Services (as defined in Section 2) pursuant to this Agreement.

**1. MANHEIM-SPECIFIC TERMS; SCHEDULES.** TRANSPORT COMPANY acknowledges that, due to operational differences between Manheim and Ready Logistics, LLC (and the other Ready Affiliates), different terms (the “**Manheim-specific Terms**”) may apply to requests for Services (as defined in Section 2) that TRANSPORT COMPANY receives from Manheim (each such request, a “**Manheim Order**”; any request for Services that is not a Manheim Order is referred to herein as a “**Ready Order**”). Such varying terms are identified in the body of this Agreement and set out in detail in Manheim Work Standards (attached as **Schedule A**) and Ready Work Standards (attached as **Schedule B**; together with **Schedule A**, as each may be amended from time to time by Ready with written notice to TRANSPORT COMPANY, the “**Schedules**”). TRANSPORT COMPANY further acknowledges that, for purposes of determining whether the Manheim-specific terms apply, the entity named on the transportation order or other written request for Services will be decisive. Every effort will be made to minimize the potential for confusion; however, in the event of any dispute, Ready Logistics, LLC shall have sole and absolute discretion to determine whether and to what extent the Manheim-specific Terms apply. The requirements imposed by the Schedules are additional to, and not in limitation of, TRANSPORT COMPANY’S obligations under this Agreement. However, in the event that the applicable **Schedule** Contains terms that conflict with, or are more specific than, the terms contained in the body of this Agreement, the terms of the Schedule will govern.

**2. SERVICES.** TRANSPORT COMPANY agrees, as Ready and the Ready Affiliates may request from time to time, to transport automotive freight on behalf of Ready and its customers (together with “**Drive Away Services**”, as defined in this Section, and “**Logistics Services**,” as defined in Section 3, the “**Services**”). The Services may include provision of drive-away services whereby TRANSPORT COMPANY operates the vehicles to be transported (“**Drive-Away Services**”). Notwithstanding the foregoing, TRANSPORT COMPANY will not perform Drive-Away

Services unless expressly requested to do so by Ready in writing (including, but not limited to, in the applicable transportation order) with respect to the movement in question. If TRANSPORT COMPANY is providing Drive-Away Services, TRANSPORT COMPANY will provide an appropriate license plate and will ensure that its auto liability insurance covers the operation of vehicles being transported in this manner and otherwise complies with the terms of **Schedule C**. TRANSPORT COMPANY shall not allow any passengers in any vehicle being operated pursuant to this Agreement. TRANSPORT COMPANY agrees to perform the Services in a professional and timely manner and in accordance with this Agreement and all applicable United States federal, state, and local laws, regulations, ordinances and regulatory guidance, whether enacted before or after the Effective Date (collectively, "**Applicable Law**").

**3. LOGISTICS SERVICES.** TRANSPORT COMPANY may be requested or permitted to hire third-party carriers to transport vehicles pursuant to this Agreement ("**Logistics Services**"). The following terms apply to TRANSPORT COMPANY'S provision of Logistics Services:

a) With respect to Logistics Services provided under this Agreement in relation to transportation movements originating within the United States, TRANSPORT COMPANY will be licensed with the FMCSA as a property broker or freight forwarder at all times while performing Logistics Services pursuant to this Agreement.

b) With respect to Logistics Services provided under this Agreement in relation to transportation movements originating with Canada, TRANSPORT COMPANY will obtain and maintain all authorities, registrations, licenses, permits, and trust accounts required by the applicable provincial authority in order to perform Logistics Services pursuant to this Agreement.

c) Any contractor used by TRANSPORT COMPANY with respect to Logistics Services provided by TRANSPORT COMPANY will be authorized as a for-hire motor carrier and otherwise fully authorized in accordance with all applicable laws, rules and regulations to provide the transportation services in question.

d) With respect to Logistics Services provided by TRANSPORT COMPANY, TRANSPORT COMPANY will be liable to Ready and, if applicable, the applicable Ready customer, as if it moved the shipment, and shall continue to have the obligation to indemnify Ready as provided in this Agreement. TRANSPORT COMPANY agrees that it shall bear any and all costs incurred through its use of a third party to provide Services, provided that Ready may, in its sole discretion, choose to remit payment to the party actually performing the Services, which payment will relieve Ready of any obligation to pay TRANSPORT COMPANY with respect to such Services.

e) TRANSPORT COMPANY shall require that each contractor it retains to transport vehicles on behalf of Ready or a Ready customer pursuant to this Agreement ("**Contract Services**") agrees in writing:

i) That it has all licenses and permits required by applicable state, provincial, and federal law to perform the Contract Services as a for-hire motor carrier;

ii) That it does not have an unsatisfactory safety rating issued by the FMCSA or any state or provincial authority with jurisdiction over its operations;

iii) That that it will comply with all applicable federal, state, provincial, and local laws, and that it expressly waives any and all rights and remedies under Subtitle IV Part B of 49 U.S.C. (as allowed by § 14101) to the extent such rights and remedies conflict with the terms and conditions of its agreement with TRANSPORT COMPANY;

iv) That it is performing the Contract Services pursuant to contract and that in no event shall any provision in any tariff, service guide, bill of lading, delivery receipt, or other shipment documentation apply to the Contract Services;

v) That it shall comply with the obligations imposed in **Schedule A** (with respect to Manheim Orders), **Schedule B** (with respect to Ready Orders), and **Schedule C**;

vi) That it will, at its sole cost and expense: (i) furnish all equipment necessary to provide the Contract Services; (ii) pay all expenses related to the use or operation of such equipment; (iii) maintain the equipment in good repair, mechanical condition and appearance; (iv) utilize only competent, able, and legally licensed personnel; and (v) ensure that any individual who operates a vehicle as part of the Contract Services meets the standards set forth in this Agreement;

vii) That it shall have full and exclusive control over its personnel;

viii) That it shall provide the Contract Services as an independent contractor;

ix) That it shall assume sole responsibility for all Canada and U.S. federal, provincial, and state taxes, assessments, insurance (including, but not limited to, workers' compensation, unemployment compensation, disability, pension and social security insurance) and any other financial obligations arising out of the Contract Services;

x) That it shall accept liability for cargo loss and damage to the full extent provided in this Agreement; that, regardless of any Canada or U.S. federal, provincial, or state law limiting or allowing limitation of liability, no limitation of liability shall apply to any such shipment; and that it waives any right to salvage goods (as well as any right to claim entitlement offset salvage value);

xi) That it will take no action to assert or collect any charges from Ready or any Ready customer with respect to the Contract Services;

xii) That it shall be solely responsible for the manner of loading and securing cargo upon its equipment;

xiii) That it will defend, indemnify, and hold harmless TRANSPORT COMPANY from any and all claims, actions, losses, expenses, fines, fees, verdicts, judgments, or any other damages, obligations, or liabilities, including reasonable attorneys' fees, arising from its performance of, or failure to preform, the Contract Services;

xiv) That it will perform the Contract Services directly, under its own authority, using its own equipment and personnel, and that it shall not co-broker, trip lease, or otherwise subcontract the Contract Services; and

xv) That each and every driver used by it will meet all qualifications and requirements necessary to enter upon any auto auction facility operated by Manheim ("**Facility**") which may be communicated by the owner or operator of such Facility.

**4. NON-EXCLUSIVE; NO MINIMUM VOLUME.** It is understood and agreed between the parties hereto that this is a non-exclusive agreement and that TRANSPORT COMPANY shall be free to accept freight for transportation other than from Ready and the Ready Affiliates and that Ready and the Ready Affiliates shall be free to tender freight for transportation to companies other than TRANSPORT COMPANY. This Agreement does not obligate Ready or the Ready Affiliates to tender any minimum volume of cargo to TRANSPORT COMPANY.

**5. EQUIPMENT & PERSONNEL.** Except to the extent TRANSPORT COMPANY is providing Logistics Services in accordance with Section 3 of this Agreement, TRANSPORT COMPANY shall provide all equipment to be used in the performance of the Services, which equipment shall be maintained by TRANSPORT COMPANY in good order and condition and in accordance with Applicable Law and industry best practices. TRANSPORT COMPANY shall be solely responsible for the performance of the Services and all costs and expenses related thereto (except as specifically provided below with respect to expenses advanced on behalf of Ready or its customers), including, but not limited to, costs for license plates, insurance, fuel, fuel tax, and highway use tax, wages, etc. Without limiting TRANSPORT COMPANY'S obligations with respect to contractors under Section 3, TRANSPORT COMPANY shall be responsible for all acts and omissions of all individuals involved in providing the Services as if they were employees of TRANSPORT COMPANY regardless of the nature of their relationship to TRANSPORT COMPANY, and all such individuals shall be under the exclusive direction and control of TRANSPORT COMPANY at all times while performing the Services.

**6. DOCUMENTS, RECEIPTS, BILLS OF LADING.** TRANSPORT COMPANY agrees to provide evidence of pickup in the form designated by Ready indicating the quantity of vehicles

picked up and a description of each vehicle, including its condition. The evidence of pickup must include the legible name and signature of a representative of the pickup location. TRANSPORT COMPANY further agrees to provide, within twenty-four (24) hours of delivery, evidence of delivery in the form designated by Ready, indicating the quantity of vehicles delivered and a description of each vehicle and its condition. Such evidence of delivery must be acknowledged by the recipient of the shipment and include the recipient's legible name and signature. The requirement of a legible name and signature on pickup and delivery documents applies regardless of whether the documents are in paper or electronic form. Any and all damage claims resulting from or involving incomplete condition reports or bills of lading (including, but not limited to, electronic versions of such documents) will be the sole responsibility of TRANSPORT COMPANY, and any loss or damage to a shipment with respect to which TRANSPORT COMPANY fails to obtain completed bills of lading or condition reports will be deemed to have occurred during transit by TRANSPORT COMPANY. Ready may, in its sole discretion, allow or require TRANSPORT COMPANY to provide required documentation (including bills of lading and vehicle condition reports) and otherwise communicate with Ready regarding the Services via the Ready Mobile App. In no event will any tariff, terms or conditions (including those on the bill of lading), service guide, or other documentation maintained or issued by TRANSPORT COMPANY apply to the Services, whether such Services are provided to Ready or its customer.

**7. TRANSPORT COMPANY REPRESENTATIONS AND WARRANTIES.** TRANSPORT COMPANY represents and warrants that: (a) it is a legal entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or formation and that it has obtained and shall maintain the power and authority to enter into this Agreement and perform the Services; (b) it is not a party to any agreement that would prohibit or restrict it from performing its obligations under Agreement, and it is not a party to any pending litigation, the resolution of which would be reasonably likely to adversely affect its ability to fully perform its obligations under this Agreement; (c) it does and will comply with all Applicable Law relating to the performance of the Services and all of its other obligations under this Agreement; (d) it is in the business of, and has the necessary knowledge and experience with respect to, the interstate and, if applicable, cross-border transportation of motor vehicles; (e) it possesses all licenses, permits, registrations, and authority required by Applicable Law to perform the Services; (f) it is licensed and in good standing with the Federal Motor Carrier Safety Administration ("**FMCSA**") as a for-hire motor carrier and will maintain such good standing during the Term (as defined below); (g) all personnel performing the Services, including drivers, are fully licensed and qualified to perform the Services in accordance with this Agreement and all Applicable Law; and (h) TRANSPORT COMPANY will not transport, store, or treat any illegal, hazardous or toxic substances or wastes to, from, or at the origin or destination points and will not otherwise cause any nuisance at any such location.

**8. BILLING; FEES.**

a) Manheim Order. With respect to any Manheim Order, TRANSPORT COMPANY shall bill Manheim, and Manheim shall pay to TRANSPORT COMPANY agreed-upon fees for the Services, in accordance with **Schedule A**.

b) Ready Order. With respect to any Ready Order, TRANSPORT COMPANY shall bill Ready, and Ready shall pay to TRANSPORT COMPANY agreed-upon fees for the Services, in accordance with **Schedule B**.

**9. EXPENSES ADVANCED ON READY'S BEHALF**. TRANSPORT COMPANY may invoice Ready for reasonable and documented out-of-pocket expenses incurred by TRANSPORT COMPANY on behalf of Ready or its customer in the course of providing the Services (e.g. storage fees); provided, however, that Ready shall have no obligation to reimburse TRANSPORT COMPANY for expenses incurred without Ready's express prior approval. Approval may be obtained in the manner set forth on **Schedule A**, with respect to Manheim Orders, or **Schedule B**, with respect to Ready Orders. Any amount Ready owes TRANSPORT COMPANY pursuant to this Section is subject to offset rights set forth in the applicable Schedule.

**10. TERM**. This Agreement shall commence on the Effective Date and shall continue in effect until terminated by either party in accordance with the terms of this Section (the "**Term**"). TRANSPORT COMPANY may terminate this Agreement at any time, with or without cause, by providing Ready thirty (30) days' prior written notice; provided however, that TRANSPORT COMPANY may not terminate this Agreement while TRANSPORT COMPANY or any of its agents, delegates or designees is in the process of transporting any cargo tendered for shipment by Ready Logistics, LLC, any Ready Affiliate, or any customer of Ready Logistics, LLC or any Ready Affiliate. Ready may terminate this Agreement at any time, with or without cause, by providing written notice to TRANSPORT COMPANY. Upon termination of this Agreement, TRANSPORT COMPANY shall, at its own expense, immediately remove all its employees, contractors, and equipment from all facilities operated by Ready Logistics, LLC or any Ready Affiliate.

**11. INSURANCE**. TRANSPORT COMPANY shall obtain and maintain in full force and effect, at all times during which it provides Services under this Agreement, all insurance required under any United States or Canada federal, provincial, state, or local law, including without limitation, the United States Department of Transportation, and shall also comply with the applicable requirements set forth on **Schedule C**. Ready may amend **Schedule C** from time to time by written notice to TRANSPORT COMPANY.

**12. GENERAL PROCEDURES**. In performing the Services, TRANSPORT COMPANY shall follow the procedures set forth in **Schedule A**, with respect to Manheim Orders, and **Schedule B**, with respect to Ready Orders. If TRANSPORT COMPANY fails to comply with such procedures, in addition to, and without in any way limiting, any other right or remedy of Ready or its customer, Ready may assess a non-compliance fee in an amount of up to \$100.00, which non-compliance fee is subject to offset by Ready as described in the applicable Schedule.

**13. RELATIONSHIP OF PARTIES**. All of the Services provided by TRANSPORT COMPANY shall be provided in its capacity as an independent contractor. In no event will the relationship of Ready and TRANSPORT COMPANY be deemed to be any other than that of independent contractors including, but not limited to, a relationship of joint venturers, employer/employee, principal/agent, or partners. In no event will any personnel used by

TRANSPORT COMPANY in performance of the Services hereunder be deemed to be an employee of Ready Logistics, LLC or any Ready Affiliate, and TRANSPORT COMPANY agrees to defend, indemnify, and hold harmless Ready Logistics, LLC, the Ready Affiliates, and each of their respective officers, directors, agents, and employees from and against any and all claims arising from or related to any attempt by any personnel used by TRANSPORT COMPANY in the performance of the Services hereunder to seek employment status or any rights, benefits or protections afforded by such status, from Ready Logistics, LLC or any Ready Affiliate.

**14. CARGO LOSS AND DAMAGE.** TRANSPORT COMPANY hereby undertakes the full liabilities and obligations of a “carrier” under the Carmack Amendment (49 U.S.C. § 14706, as the same may be amended from time to time, the “**Carmack Amendment**”), with respect to any and all loss or damage to any cargo tendered by Ready or its customers pursuant to this Agreement, without regard to whether the Carmack Amendment would otherwise apply to TRANSPORT COMPANY. Such liabilities and obligations shall be in addition to, and not in limitation of, those set forth in this Agreement. TRANSPORT COMPANY hereby expressly waives any right to claim any exemption or exclusion from the Carmack Amendment with respect to any liability for loss or damage to any cargo tendered pursuant to this Agreement and expressly waives the provisions of the NMFTA Uniform Straight Bill of Lading, where applicable, to the extent that those provisions conflict with the Carmack Amendment. TRANSPORT COMPANY is responsible for the full value of any vehicle that Ready, in its sole discretion, determines to be: (a) non-repairable, (b) affected by structural damage of any kind or degree, or (c) lost, stolen, or otherwise unaccounted for and not recovered within seven (7) days. The amount of TRANSPORT COMPANY’S liability under this Section shall be determined by Ready in its sole discretion but shall not in any event exceed the applicable NADA Guides Clean Retail Value. No limitation of liability will apply to TRANSPORT COMPANY’S liability under this provision. All claims will be processed in accordance with 49 C.F.R. Part 370, except that TRANSPORT COMPANY will pay, deny or otherwise settle all claims within forty-five (45) days of the date of the claim. TRANSPORT COMPANY waives any right to salvage goods, as well as any right to claim entitlement offset salvage value.

**15. INDEMNITY.** TRANSPORT COMPANY shall indemnify, defend and hold Ready, its customers, suppliers (including, but not limited to, vehicle auctions) and each of their officers, directors, employees, contractors, and agents harmless for, from and against any and all claims, damages, losses, fines, costs (including attorney fees), and liabilities of any kind (“**Claims**”), including, without limitation, Claims arising out of: (a) the acts or omissions of TRANSPORT COMPANY; (b) the breach of this Agreement or any Applicable Law by TRANSPORT COMPANY; (c) Claims related to employment benefits brought by individuals used by TRANSPORT COMPANY in the provision of services hereunder; and (d) other Claims arising out of the performance of Services or the failure to perform Services under this Agreement, except to the extent such Claims are directly and proximately caused by the negligence or intentional misconduct of the party seeking defense or indemnity. As used in this Section, the term “TRANSPORT COMPANY” shall mean TRANSPORT COMPANY and its officers, directors, members, employees, independent contractors, service providers, and subcontractors (including their employees and independent contractors), agents, successors, and assigns. As used in this Section, the term “Ready” shall

mean Ready Logistics, LLC and the Ready Affiliates and their respective customers, officers, directors, members, employees, independent contractors, subcontractors, agents, successors, and assigns. All entities and individuals entitled to defense or indemnity under this provision shall be third-party beneficiaries of this provision.

**16. NON-SOLICITATION OF READY CUSTOMERS.** TRANSPORT COMPANY shall not, during the Term and for a period of twelve (12) months thereafter, solicit or accept automotive freight transportation business, directly or indirectly, from any shipper, consignor, consignee or customer of Ready for which Ready orders Services from TRANSPORT COMPANY under this Agreement, unless TRANSPORT COMPANY previously performed automotive freight transportation services for such party prior to the Effective Date. In the event of a breach of this Section by TRANSPORT COMPANY, Ready shall be entitled to injunctive relief prohibiting such breach and, in addition, as liquidated damages and not as a penalty, a sum equal to twenty percent (20%) of the gross revenue resulting from transportation services provided to such customer in violation of this Section. TRANSPORT COMPANY agrees to provide any and all documentation requested by Ready to verify such revenue.

**17. RECORDKEEPING; AUDIT.** TRANSPORT COMPANY agrees to retain a signed copy of this Agreement during the Term and for a minimum of three (3) years thereafter (“**Retention Period**”). TRANSPORT COMPANY also agrees to maintain, at all times during the Retention Period, accurate and complete books and records pertaining to the Services performed, including copies of all required screenings and background checks, which books and records shall be available to Ready and subject to examination upon Ready’s request. TRANSPORT COMPANY acknowledges and consents to audits, due diligence, information requests, site visits, and investigative activity by Ready and/or its agent or designee, with or without notice to TRANSPORT COMPANY, related to TRANSPORT COMPANY’s compliance with the terms of this Agreement, financial condition and compliance with applicable laws, both during the on-boarding stage and from time to time thereafter as Ready reasonably determines prudent. TRANSPORT COMPANY agrees to cooperate, and to cause its employees, contractors, and representatives to cooperate, in connection with any audit, site visit, or request for information by Ready or its agent or designee. The costs of any such activity will be borne by Ready (to the extent Ready incurs any out of pocket expenses in connection with the activity audit) unless the activity reveals that TRANSPORT COMPANY has (a) overcharged Ready by an amount that exceeds five percent (5%) of the amount that TRANSPORT COMPANY was entitled to bill Ready in connection with any Services engagement, or (b) failed to comply in all material respects with the Agreement, in which case the expenses of such audit will be borne by TRANSPORT COMPANY. TRANSPORT COMPANY shall pay to Ready all amounts necessary to correct any incidence of overcharging discovered by Ready pursuant to this Section within thirty (30) days of receiving notification from Ready.

**18. BACKGROUND SCREENING.**

a) Before allowing any individual to transport or operate any vehicle as part of the Services, TRANSPORT COMPANY shall ensure that such individual (each, a “**Driver**”) is screened and qualified in accordance with industry best practices and Applicable Law,



including, without limitation, all applicable FMCSA and U.S. Department of Transportation regulations and any other U.S. or Canada federal, provincial, or state Laws related to the provision of the Services. In addition, TRANSPORT COMPANY shall, prior to allowing any Driver to transport any vehicle as part of the Services, conduct: (i) a driving record check with the appropriate licensing authority in each jurisdiction where the Driver holds or has held a driver's license or motor vehicle operator's license permit during the preceding three (3) years, including the confirmation of a valid commercial driver's license, (ii) an investigation of the Driver's safety performance history during the preceding three (3) years, including any Accidents as defined by 49 CFR § 390.5 or any applicable provincial law, (iii) a social security number or social insurance number verification check, as applicable, (iv) a criminal history check, and (v) an OFAC check. TRANSPORT COMPANY will also verify the identity and ongoing work authority of each of its employees and each Driver as required by United States and Canada immigration laws, as appropriate.

b) TRANSPORT COMPANY shall ensure that each Driver's accident record and any evidence that the Driver has violated any Laws governing the operation of motor vehicles is considered in its selection of Drivers, and that great weight is given to violations, such as speeding, reckless driving, or operating while under the influence of alcohol or drugs or any such other violations that indicate that the Driver has exhibited a disregard for the safety of the public. Except as otherwise prohibited by law, TRANSPORT COMPANY shall ensure that no individual is assigned to transport vehicles hereunder if the criminal background check reveals:

- i) a discrepancy in the individual's social security number or address;
- ii) that such individual was charged with, plead guilty or no contest to, or forfeited bond or other collateral upon any felony (U.S.) or indictable offense (Canada);
- iii) that such individual has, in the three (3) year period preceding the date of the applicable assignment, been convicted of or plead guilty or no contest to, or forfeited bond or collateral upon any charge of any of the following, whether or not a felony:
  - A. Driving under the influence of drugs or alcohol, as prescribed by any Law, or having an alcohol concentration of 0.04 or greater while operating a motor vehicle;
  - B. Illegal possession and/or distribution of drugs;
  - C. A felony involving the use of a motor vehicle;
  - D. Reckless, careless, dangerous, or negligent driving; or
  - E. Failing a drug test.

c) TRANSPORT COMPANY further agrees: (i) to conduct and review with respect to each Driver, at least every twenty-four (24) months, a seven (7) year criminal background and OFAC check and (ii) to check the motor vehicle report of each Driver at least annually to ensure that the driver remains eligible to perform Services in accordance with this Agreement and any standards that TRANSPORT COMPANY imposes on its driver personnel.

**19. BROKERING PROHIBITION.** Except for Logistics Services provided in accordance with Section 3, TRANSPORT COMPANY agrees: (1) that the Services provided pursuant to this Agreement shall be performed solely using equipment operating pursuant to TRANSPORT COMPANY'S for-hire motor carrier operating authorities; and (2) that TRANSPORT COMPANY will not broker or subcontract shipments tendered by Ready to any third-party without first obtaining express prior written consent from Ready for each shipment. If TRANSPORT COMPANY subcontracts any portion of the Services to any third-party, regardless of whether it reserved authorization to do so and without limiting any other remedy of Ready, Ready may, in its sole discretion, choose to remit payment to the party actually performing the Services, which payment will relieve Ready of any obligation to pay TRANSPORT COMPANY with respect to such Services.

**20. SEVERABILITY.** In the event that any portion of this Agreement is held to be unenforceable by a court of competent jurisdiction, the parties agree that such portion shall be severable and that the remaining provisions of this Agreement shall continue in force and effect.

**21. ASSIGNMENT OF AGREEMENT.** TRANSPORT COMPANY may not assign its obligations under this agreement in whole or in part without the prior written consent of Ready, and any attempted assignment in violation of this provision shall be without force or effect. Ready may assign its rights and obligations under this Agreement in whole or in part at any time without restriction. This Agreement may not be modified except in writing signed by both parties.

**22. GOVERNANCE.** This Agreement shall be governed by the laws of the State of Arizona and applicable federal laws without regard to provisions respecting conflicts of laws or choice of venue. Any action or claims brought under this Agreement shall be brought and maintained exclusively in the courts of appropriate jurisdiction serving Maricopa County, Arizona, and the parties hereby consent to the jurisdiction of such courts and waive any challenge to jurisdiction of or venue in such courts. The parties hereby waive any and all rights and remedies provided by Part B for Subtitle IV of Title 49 to the U.S. Code to the extent any such rights and remedies conflict with this Agreement.

**23. FINAL AND COMPLETE AGREEMENT.** This Agreement constitutes the final and complete agreement between the parties relating to the transportation of automotive freight by TRANSPORT COMPANY for Ready and its customers and supersedes all prior negotiations, discussions and agreements, oral or written, relating thereto. Ready's failure to enforce or insist upon any right or remedy under this Agreement, or any obligation of TRANSPORT COMPANY (including, but not limited to, any of TRANSPORT COMPANY's obligations with respect to required

insurance coverages), shall not be deemed a waiver of Ready's right to enforce such rights and remedies or TRANSPORT COMPANY'S obligation.

**24. ATTORNEY'S FEES.** In the event of a breach of this Agreement by either party, the breaching party shall pay all attorney's fees and court costs incurred by the non-breaching party with respect to such breach whether or not suit is instituted.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

**READY LOGISTICS, LLC**, an Arizona Limited Liability Company, on behalf of itself and its Affiliates:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[TRANSPORT COMPANY]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## SCHEDULE A

### MANHEIM WORK STANDARDS

#### **A. INVOICING; PAYMENTS.**

1. Prior to TRANSPORT COMPANY'S provision of any Services, TRANSPORT COMPANY and the applicable Facility shall agree upon the fees for such Services. No later than twenty-four (24) Hours from completion of the applicable Services, TRANSPORT COMPANY will submit to Manheim electronic invoices for such Services via Manheim's third party electronic invoicing provider, which provider may be updated from time to time. Electronic invoices provided to Manheim shall contain at a minimum the following information: (i) TRANSPORT COMPANY name; (ii) remittance address; (iii) invoice date; (iv) invoice amount; (v) invoice number; (vi) tax amount (if applicable); (vii) VIN; (viii) Op/Ion status; (ix) "ship to" address; and (x) "ship from" address.

2. In the event TRANSPORT COMPANY advances expenses on Manheim's behalf for which it seeks reimbursement pursuant to Section 9 of the Agreement, TRANSPORT COMPANY may submit invoices for such charges either (i) pursuant to the electronic invoice procedures set forth above or (ii) separately to the receiving Facility via a paper invoice. All advanced charges submitted in either manner must be preapproved by Manheim and all invoices for such advanced charges must be accompanied by receipt from payee and invoiced within twenty-four (24) hours following delivery of the transported unit. Reimbursement of advanced charges invoiced directly to the receiving Facility is not governed by the payment terms outlined in this **Schedule A**, and is separate from the regular electronic invoicing process associated with fees for the Services, provided however that Manheim will maintain the right of setoff specified in the Agreement.

3. Manheim shall pay, via ACH or other payment method common in the transportation industry, all complete and undisputed amounts set forth in each TRANSPORT COMPANY electronic invoice in full within forty-five (45) days from the date of Manheim's receipt of the invoice; provided, however, any complete and undisputed invoice submitted via Manheim's third party electronic invoicing provider by a TRANSPORT COMPANY that has completed the Manheim Transporter Registry Process will be paid in full by Manheim within thirty (30) days from the date of Manheim's receipt of the invoice. In the event TRANSPORT COMPANY notifies Manheim in writing that TRANSPORT COMPANY elects the express payment term option described below, Manheim shall pay the complete and undisputed amounts set forth in each TRANSPORT COMPANY electronic invoice in full within ten (10) days from the date of Manheim's receipt of the invoice, provided that TRANSPORT COMPANY agrees and acknowledges that, in recognition of such early payment, the amount paid under the invoice shall be reduced by five percent (5%) of the total invoiced amount. Manheim may withhold any payment of any invoice in whole or in part to protect itself from (i) Services not performed in accordance with the terms of this Agreement; (ii) claims or potential claims (including,

but not limited to, cargo loss and damage) arising from or related to TRANSPORT COMPANY's performance of the Services; or (iii) fraud, overbilling or overpayment discovered upon audit. Additionally, in the event any amounts are payable to Manheim by TRANSPORT COMPANY due to damages caused by TRANSPORT COMPANY in connection with its provision of any Services previously performed (including damages under Section 9 below), Manheim may offset such amounts against any fees payable to TRANSPORT COMPANY hereunder. Manheim shall provide TRANSPORT COMPANY with notice as to the reason or reasons that any payment due under this Agreement is withheld by Manheim. TRANSPORT COMPANY hereby expressly waives its right to any lien on cargo transported pursuant to this Agreement under any Law. Except to the extent Manheim instructs TRANSPORT COMPANY to invoice Manheim directly for specific categories of Services ordered by Manheim Customers, including Services ordered by a specified Manheim Customer, the provisions of this Section will not apply to Services ordered directly by Manheim Customers. It is the intention of the parties that Manheim's Customers will be responsible for payment of TRANSPORT COMPANY with respect to such Services.

**B. DOCUMENTATION; GENERAL PROCEDURES.**

1. TRANSPORT COMPANY must schedule a convenient time during normal dealership, repo yard or other origin business hours. Failure to schedule an appointment may result in inability to pick up unit. Manheim will not incur any dry run fees as a result of failing to make an appointment.

2. TRANSPORT COMPANY must assure appropriate equipment is used for pick up.

3. TRANSPORT COMPANY must verify that the VIN on the consignment paperwork matches the VIN on the vehicle. Any discrepancies must be reported to the ordering Facility prior to pick up.

4. TRANSPORT COMPANY shall not, under any circumstances aside from loading and unloading, drive any vehicle consigned to them unless given specific approval from Manheim. Driving vehicles without authorization will result in non-payment of carriage as well as any additional Manheim Customer imposed penalties (including, but not limited to, additional mileage charges).

5. Any vehicle verified as operable but found to be inoperable must have inoperable rate fees approved by the ordering Facility prior to pick up at origin.

6. Any vehicle verified as having no fees but found to have fees must have said fees approved by the ordering Manheim Facility prior to pick up at origin.

7. Storage accrued as a result of TRANSPORT COMPANY delay is the sole responsibility of TRANSPORT COMPANY. Failure to pay said storage may result in deduction from payment.

8. TRANSPORT COMPANY will complete a detailed condition report, including odometer reading, for all vehicles consigned. The condition report must be signed by the origin at the time of pick up with the origin retaining one copy and one copy to be delivered to the ordering Facility. Failure to comply may result in TRANSPORT COMPANY assuming full responsibility for all damages and missing items.

9. A copy of this signed condition report must be left at the ordering Facility upon delivery.

10. TRANSPORT COMPANY will deliver all vehicles consigned to the appropriate destination as noted on the pickup notice.

11. TRANSPORT COMPANY must acquire a Manheim date stamp and signature evidencing delivery. The BOL/POD must include the VIN and Op/InOp status of the vehicle. TRANSPORT COMPANY shall retain a copy of this document as proof of delivery (POD). A signed POD must be turned in (or otherwise provided, as directed by the ordering Facility) at the time of vehicle delivery.

12. TRANSPORT COMPANY agrees to abide by scheduled pickup and delivery times. Any delay must be reported to the ordering Facility when the delay is identified.

13. TRANSPORT COMPANY will be responsible for loading and unloading all shipments.

14. TRANSPORT COMPANY shall not pick up a vehicle and hold (i.e., to build loads) prior to delivery to Manheim. Load Building/Scheduling should occur prior to pickup.

15. TRANSPORT COMPANY shall not pick up any vehicle before the Manheim Customer specified available date if specified.

## SCHEDULE B

### READY WORK STANDARDS

#### **A. GENERAL PROCEDURES.**

**If any of these procedures are not followed, it may leave TRANSPORT COMPANY (also referred to in this Schedule as “you” or “your”) exposed to damage liabilities to Ready (also referred to in this Schedule as “we” or “us”) and may result in delay of your payment.**

1. Conduct a thorough inspection / Bill of Lading and NOTE ANY DAMAGE ON A CONDITION REPORT, whether in electronic or paper format.
2. When faxing your paperwork, you must send an invoice and a separate Bill of Lading with a graphic condition report. The Bill of Lading needs to show a diagram of each vehicle where the driver noted the specific condition and all pre-existing damage.
3. Your Bill of Lading must have a pickup signature and drop-off signature with a legibly printed name of the person signing.
4. You must list the VIN on your Bill of Lading to confirm that you moved the correct vehicle. Verify VIN's; if you move the wrong vehicle you MAY NOT get paid and might be responsible to return the wrong vehicle at your own expense. You must provide the VIN numbers of the vehicles you are moving to receive payment.
5. You must fax invoice within 48 hours of delivery.

If you are picking up from an auction or any other pickup location that refuses to sign your Bill of Lading you must:

1. If pick-up location is an auction, NOTE ALL DAMAGES ON GATE PASS & TURN IT IN TO GATE GUARD
2. Fax us your condition report from the auction or a location in close proximity to the pick-up location or otherwise electronically/transmit it to Ready to prove the condition of the vehicle at origin. IF THIS CONDITION REPORT IS NOT RECEIVED, you will be held liable for any damages not on the auction's post-sale inspection. The fax can be sent to 480-558-4384.
3. If you cannot fax the condition report, call us or leave us a message noting the specific damages and we will make notes in our system. **We can be reached at 480-558-3202 option 2 OR on our Emergency Line at 480-316-2376.**



*Note: It is not sufficient to only write the damages on the gate pass and leave it at the guard shack; not all of the auctions save the gate passes and without that you have no documentation that proves the condition of the vehicle at origin. Damage must be written on your Bill of Lading as well.*

In order to be paid in full you are required to do the following (Please take note that you have signed the Ready Transport Services Agreement which subjects you to the penalties and fines outlined for neglecting to do any of the following):

### **ALL CARS**

1. You must call ahead for both pick-up and delivery to make arrangements. Please make a note of who you spoke with. See the transport order notes for any load specific instructions.
2. You must notify Ready if your estimated pick-up or drop off dates change from the dates that you provided to us on the Transport Order by calling 480-558-3202 option 2, emailing [dispatch@readylogistics.com](mailto:dispatch@readylogistics.com) or by updating status on [1Dispatch.com](http://1Dispatch.com).
3. You must notify Ready within 2 hours after the load is picked up by calling 480-558-3202 option 2, emailing [dispatch@readylogistics.com](mailto:dispatch@readylogistics.com) or by updating status on [1Dispatch.com](http://1Dispatch.com).
4. You must notify Ready within 2 hours after the load is delivered by calling 480-558-3202 option 2, emailing [dispatch@readylogistics.com](mailto:dispatch@readylogistics.com) or by updating status on [1Dispatch.com](http://1Dispatch.com).
5. You must provide a Bill of Lading with a signed condition report at both pick-up and delivery within 48 hours of delivery. If you do not have legibly printed names and signatures from both locations then you will be responsible for any damage claims that may arise from such negligence as provided in the Ready Transport Agreement. If the pick-up location refuses to sign the condition report then you must contact Ready and fax a copy of the condition report to us before loading the vehicle. The fax can be sent to 480-558-4384. Note: This also applies to all physical auction pick-ups.

### **NEW CARS**

If you are moving a new car then you must verify, where applicable, that the following is also listed on the condition report and signed for:

1. Make sure that floor mats, spare tire, books and navigation disk (if applicable) are present before you load the vehicle.

2. Perform an inspection of the interior of the vehicle and make note of any damages.
3. If there is any damage whatsoever or if the unit is missing any of the above then please call us at 480-558-3202 and notify us before you load the vehicle.

**B. FEES AND PAYMENT TERMS.**

Ready shall pay to TRANSPORT COMPANY such fees for its performance of the Services as agreed upon by Ready and TRANSPORT COMPANY and confirmed in a written transport order sent by Ready to TRANSPORT COMPANY or, as mutually agreed by the parties, a supplement or revision thereto. TRANSPORT COMPANY shall sign and return any such transport order to Ready prior to pick-up or, as the case may be, issue such electronic or digital acknowledgment of the transport order; provided, however, that TRANSPORT COMPANY shall be bound by the transport order relating to any shipment TRANSPORT COMPANY accepts regardless of whether TRANSPORT COMPANY signs or returns the transport order. TRANSPORT COMPANY shall bill Ready for each shipment no later than twenty-four (24) hours after delivery. Notwithstanding the foregoing, Ready may, in its sole discretion, waive the invoice requirement by developing or otherwise making available to TRANSPORT COMPANY an electronic application to be used to facilitate communication and exchange of documentation related to the Services, which application may be amended or upgraded from time to time (hereinafter, the “**Ready Mobile App**”). Ready may, in its sole discretion, waive the requirement that TRANSPORT COMPANY invoice Ready with respect to Services provided pursuant to the Ready Mobile App. TRANSPORT COMPANY’s use of any the Ready Mobile App will be subject to the terms and conditions applicable thereto. Ready shall employ the method of payment agreed to at shipment dispatch, or, if no such agreement is reached, then via any means acceptable to Ready. Ready shall pay TRANSPORT COMPANY within a reasonable time after confirming that delivery of shipment has occurred and that no damage to the freight has occurred or other claims of loss have occurred during transport. Ready may withhold any amount owed to TRANSPORT COMPANY to protect itself from any actual or reasonably anticipated (a) failure by TRANSPORT COMPANY to provide the services in accordance with the terms of this Agreement or any applicable transport order; (b) claims or potential claims (including, but not limited to, cargo loss or damage); or (c) fraud, overbilling or overpayment with respect to the Services. Additionally, in the event TRANSPORT COMPANY owes any amounts to Ready with respect to a previous shipment (including damages subject to indemnification under this Agreement), Ready may offset such amounts against any fees or other amounts payable to TRANSPORT COMPANY. If Ready remits payment to TRANSPORT COMPANY without receiving an invoice from TRANSPORT COMPANY, TRANSPORT COMPANY acknowledges and agrees that the payment received from Ready is correct unless TRANSPORT COMPANY disputes the amount of such payment within sixty (60) days of issuance. Ready may charge TRANSPORT COMPANY a fee of \$25 each time TRANSPORT COMPANY fails to provide Ready with an invoice within ninety (90) days following the pick-up date. Ready shall have

no responsibility for payment of invoices for a shipment that was dispatched 180 or more days prior to Ready's receipt of the invoice. In no event will TRANSPORT COMPANY seek payment of any amounts due or alleged to be due under this Agreement from any third party including, but not limited to, any provider or customer of Ready. TRANSPORT COMPANY shall have no lien on any vehicles or other cargo transported hereunder.

## SCHEDULE C

### INSURANCE REQUIREMENTS

#### **A. INSURANCE REQUIREMENTS APPLICABLE TO BOTH MANHEIM AND READY ORDERS**

TRANSPORT COMPANY must meet the following insurance requirements at all times while providing Services to Ready, Manheim, or any other Ready Affiliate:

1. Insurance amounts **MUST** meet or exceed the following requirements:
  - a. Business Automobile Liability/Truckers Liability Insurance covering the operations of TRANSPORT COMPANY in the amount of not less than \$1,000,000 combined single limit for bodily injury and property damage per accident. Such insurance shall cover any motor vehicle operated in the provision of Services hereunder, including, but not limited to, any vehicle being loaded to or unloaded from any conveyance Ready, Ready's parent, any Ready Affiliate requesting Services, and any shipper customer of either Ready or any Ready Affiliate shall be included as an additional insured or designated insured on this insurance, as their interests may appear.
  - b. If TRANSPORT COMPANY is providing drive-away service under this Agreement, the Business Automobile Liability Policy shall also include ISO endorsement CA 20 05 (Drive Away Contractors) or other equivalent coverage form providing at least \$1,000,000 per accident in liability coverage and at least \$50,000 per occurrence in physical damage coverage for non-owned vehicles driven by TRANSPORT COMPANY under this Agreement
  - c. Motor Truck Cargo Liability/ "On Hook" Liability Insurance covering damage or loss to vehicles or salvage vehicles, as the case may be, during loading, unloading and during transportation. The limit of liability for such insurance shall be at least the amount required by the list below (based on the size of the largest transport vehicles used in performance of the Services by TRANSPORT COMPANY) per occurrence, UNLESS otherwise directed by Ready to obtain a higher limit of coverage due to vehicle cargo value being in excess of the limits shown below. Ready, Ready's parent, any Ready Affiliate requesting Services, and any shipper customer of either Ready or any Ready Affiliate shall be specifically included as a loss payee on this cargo liability policy, as their interests may appear. Such insurance shall have no exclusion or condition reasonably likely to result in denial of claims under this Agreement including, but not limited to, those related to fraud, theft or dishonesty.

<b>Maximum Size of Largest Truck to be Used in Provision of the Services</b>	<b>Required Motor Truck Cargo Coverage (Limit of insurance should cover maximum value transported on hauler by TRANSPORTER)</b>
1 Car Hauler	\$50,000 for vehicles; \$25,000 for salvage
2-3 Car Hauler	\$100,000 for vehicles; \$50,000 for salvage
4-5 Car Hauler	\$150,000
6+ Car Hauler and TRANSPORT COMPANY providing Logistics Services	\$250,000

- d. Workers' Compensation insurance in accordance with applicable United States and Canada federal, provincial, and state laws and Employer's Liability covering injuries to anyone hired by TRANSPORT COMPANY.
2. If TRANSPORT COMPANY uses independently owned and operated equipment/drivers, they must operate under TRANSPORT COMPANY's authority as well as be covered under TRANSPORT COMPANY's auto liability and cargo liability insurance. All drivers (both company drivers as well as leased on drivers) must be listed on TRANSPORT COMPANY's insurance policy.
3. Each insurance policy required herein shall be endorsed to provide a thirty (30) days' advance written notice of cancellation or termination to Ready.
4. Each policy mentioned herein shall provide primary and non-contributory coverage with respect to any insurance maintained by Ready Logistics, LLC or any Ready Affiliate.
5. Such insurance shall also include a separation of insureds provision and shall operate in the same manner as if a separate policy was issued to each named insured and additional insured.
6. Except for the higher coverage limits which may be specified above, the insurance policies shall comply with the minimum requirements of the Federal Motor Carrier Safety Administration and any other applicable U.S. or Canada federal, provincial, or state agency.
7. Prior to its performance of any services under this Agreement, TRANSPORT COMPANY will have its insurance agent or insurance company provide to Ready Logistics, LLC certificates of insurance evidencing the above required insurance. Such certificates of insurance shall show Ready Logistics, LLC and any Ready

Affiliates as the Certificate Holder and be accompanied by a copy of the Loss Payee (cargo liability/physical damage) and Additional Insured or Designated Insured (auto/truckers liability) policy endorsements required herein. TRANSPORT COMPANY shall also provide copies of any required insurance policies to Ready upon request.

8. Any certificates of insurance as required herein, and all notices, changes or updates to insurance policy should be sent to this address:

Cox Automotive and its affiliates  
C/O Ready Logistics, LLC  
1030 N Colorado St. Suite 109  
Gilbert, AZ 85233

9. Limits of coverage required hereunder will not limit TRANSPORT COMPANY'S indemnification and obligations under this Agreement. For the avoidance of doubt, nothing in this Agreement shall be construed to avoid or limit TRANSPORT COMPANY'S liability due to any exclusion, deductible or limit of liability in any insurance policy.

**B. INSURANCE REQUIREMENTS FOR TRANSPORT COMPANIES PROVIDING LOGISTICS SERVICES:**

1. When providing Logistics Services, TRANSPORT COMPANY shall ensure that all carriers utilized by TRANSPORT COMPANY procure and maintain at all times during the term of this Agreement, business automobile, garage liability or truckers liability insurance, workers compensation, and motor truck cargo liability insurance and physical damage insurance for drive away vehicles, as applicable (collectively referred to herein as the "**Carrier Policies**") in amounts as shown in Section A of this Schedule C, in each case, with a reputable and financially responsible insurance company or companies.
2. When providing Logistics Services, TRANSPORT COMPANY shall procure and maintain, at all times during the term of this agreement and for a period of two (2) years thereafter contingent auto liability/freight broker liability insurance, freight broker professional liability insurance, workers compensation, and contingent cargo liability insurance (collectively referred to herein as the "**Logistics Policies**"), in each case, with a reputable and financially responsible insurance company or companies. At a minimum, the Logistics Policies shall meet the following requirements:
  - a. Workers' Compensation insurance in accordance with applicable state laws and Employers Liability covering injuries to anyone hired by TRANSPORT COMPANY.

- b. Contingent Auto Liability/Freight Broker Liability- Such insurance shall include coverage for accidents during shipments arranged by TRANSPORT BROKER with a combined single limit of not less than \$1,000,000 per accident for bodily injury and property damage, and shall include contractual liability coverage. The coverage shall apply in at least the following instances: (i) if the underlying carrier does not maintain required liability insurance coverage's; (ii) if the underlying motor carrier's liability insurance is not applicable to a loss; and (iii) against TRANSPORT COMPANY'S own liability related to Logistics Services. Ready Logistics, LLC and any Ready affiliates shall be named as additional insureds on this Policy.
- c. Freight Broker Professional Liability – Such insurance shall include coverage for liability arising from errors or omissions made by TRANSPORT COMPANY during services provided under this Agreement, in the amount of at least \$1,000,000 per loss.
- d. Contingent Cargo Liability - Coverage for damage or loss to vehicles during loading and unloading and during transportation. Limits of liability of such coverage shall apply excess of TRANSPORT COMPANY'S Motor Truck Cargo Liability insurance so that the total amount of coverage provided is at least the amount required per occurrence as shown in the Motor Truck Cargo Liability table in Section A of this Schedule C (based on size of the largest transport vehicles used in performance of the Services by TRANSPORT COMPANY).
- e. Each policy mentioned herein shall be endorsed to provide a thirty (30) day direct written notice of cancellation or termination to Ready.
- f. Each policy mentioned herein shall, regarding any liability or excess liability policies, be primary and noncontributory insurance in respect to any insurance carried by Ready Logistics, LLC or any Ready Affiliate and stand in unbroken chain of coverage excess of TRANSPORT COMPANY'S primary insurance.
- g. Such insurance shall also include a separation of insureds provision and each policy shall operate in the same manner as if a separate policy were issued to each named insured and additional insured.
- h. An Accord certificate of insurance shall be provided for each policy listed above to Ready Logistics, LLC and any Ready Affiliate prior to the commencement of this Agreement or any Services and ten (10) days prior to each policy renewal.

- i. Limits of coverage required hereunder will not limit TRANSPORT COMPANY'S indemnification and obligations under this Agreement. For the avoidance of doubt, nothing in this Agreement shall be construed to avoid TRANSPORT COMPANY'S liability due to any exclusion, deductible or limit of liability in any insurance policy.