

## F4 ENTERPRISES LLC. MOTOR CARRIER AGREEMENT

This agreement made this day BLANK day of BLANK, 2022, shall govern the services provided by, BLANK, a licensed motor carrier pursuant to Docket No. MC# BLANK and F4 Enterprises LLC., a licensed broker of property authorized by the Federal Motor Carrier Safety Administration pursuant to MC# 3479333

1. F4 Enterprises LLC. is an agent authorized by its customers to negotiate and arrange for transportation of their shipments in interstate commerce.
  - 1.1 INDEPENDENT CONTRACTOR, Carrier understands and agrees that Carrier is an independent contractor of F4 Enterprises LLC., and that Carrier has exclusive control and direction of the work Carrier performs pursuant to this Agreement and each Transportation Schedule Carrier agrees to assume full responsibility for the payment of all local, state, federal, and intra-provisional payroll taxes and contributions or taxes from unemployment insurance, worker's compensation insurance, pensions, and or other social security or related protection with respect to the persons engaged by Carrier for Carrier's performance of the transportation and related services in a Transportation Schedule, and Carrier shall indemnify, defend and hold F4 Enterprises LLC., and it's Customers harmless there from. Carrier shall provide F4 Enterprises LLC. with Carrier's Federal Tax ID. Number and a copy of Carrier's IRS Form W-9 prior to commencing any transportation or related services for F4 Enterprises LLC., under this Agreement.
2. Carrier shall transport a series of interstate shipments arranged by F4 Enterprises LLC. pursuant to carrier load confirmation agreement(s) included herewith or subsequently incorporated by reference.
  - 2.1 Carrier agrees to not solicit any customer of F4 Enterprises LLC., either directly or indirectly. As liquidated damages, Carrier agrees to pay back a ten percent (10%) commission on all traffic managed by customers first introduced to Carrier by F4 Enterprises LLC for a period of one (1) year following cancellation of this Agreement.
3. F4 Enterprises LLC. shall pay Carrier for services rendered in an amount equal to the rates and accessorial charges agreed to on the load rate confirmation sheet or other signed writing. Carrier must submit proof of delivery with invoices to F4 Enterprises LLC. as agent for the shipper. Payment terms shall be thirty (30) days from receipt.
  - 3.1 Carrier agrees that F4 Enterprises LLC. is the sole party responsible for payment of Carrier's invoices and that, under no circumstance, will Carrier seek payment from the shipper or consignee.
4. Carrier warrants to F4 Enterprises LLC. (and its shipper's principles) that it meets the following criteria: (a) Carrier shall maintain cargo insurance in the amount of not less than (\$1,000,000.00) per shipment: (b) Carrier shall maintain public liability insurance in the amount of not less than (\$1,000,000.00) as required by federal regulation (BMC-91) on file): (c) Carrier shall maintain workers compensation insurance upon request by state law: (d) Carrier shall agree to provide certificates of insurance upon request: (e) Carrier shall maintain satisfactory U.S. DOT safety ratings and its otherwise authorized to

provide the proposed services; and (f) Carrier shall be in compliance with all applicable laws.

4.1 Any insurance coverages required by any government body for the types of transportation and related services specified in a Transportation Schedule. All insurance required by this Agreement, or a Transportation Schedule must be written by an insurance company having a Best's rating of "B+" or better and must be authorized to do business under the laws of the state(s) or province(s) in which Carrier provides the transportation and related services under all the Transportation Schedules. Carrier's insurance shall be primary and required to respond and pay prior to any other available coverage. Carrier shall have no claim, right of action, or right of subrogation against F4 Enterprises LLC., its affiliates, or its Customer based on any loss or liability insured under the foregoing insurance. Carrier shall, prior to providing transportation and related services pursuant to this Agreement, name F4 Enterprises LLC., as a certificate holder on each of the foregoing insurance policies and shall cause its insurance company to issue a certificate to F4 Enterprises LLC., evidencing the foregoing coverage. Carrier represents and warrants that it will continuously fulfill the requirements of this Section throughout the duration of this Agreement. F4 Enterprises LLC. Shall be notified in writing by Carrier's insurance company at least thirty (30) days prior to the cancellation, change or non-renewal of the submitted insurance policies.

5. GOVERNING RULES. The following rules shall apply: (a) The terms of the uniform straight bill of lading; (b) Standard claims rules otherwise applicable to common carriers (49 C.F.R. Section 370 and carrier's rules tariffs); (c) Cargo claims liability as set forth in the Carmack Amendment (49 U.S.C. Section 14706); (d) Destination market value for lost or damaged cargo, no special or consequential damages unless by special agreement; (e) Claims will be filled with Carrier by shipper; and (f) F4 Enterprises LLC.'s customer is a third party beneficiary of this Agreement.

6. SHIPPING DOCUMENT EXECUTION. Carriers are to be named on the bill of lading as the Carrier of Record. F4 Enterprises LLC. shall be shown as the third-party player of all freight charges.

7. INDEMNIFICATION. Carrier agrees to indemnify and hold F4 Enterprises LLC. and its customers harmless from any claims or loss resulting out of any act or omission of Carrier, its employees or against in the performance of this Agreement or the services provided hereunder.

8. CARRIER'S CARGO LIABILITY. Carrier assumes liability as a common carrier for loss, damage to or destruction of any and all of Customer's goods or property while under Carrier's care, custody, or control. Carrier shall inspect each load at the time it is tendered to Carrier to assure its condition. If Carrier is tendered a load which is not in suitable condition, it shall notify F4 Enterprises LLC. immediately. Cargo which has been tendered to Carrier intact and released by Carrier in a damaged condition or lost or destroyed after tendered to Carrier, shall be conclusively presumed to have been lost, damaged, or destroyed by Carrier unless Carrier can establish otherwise by clear and convincing evidence. Carrier shall either pay F4 Enterprises LLC., directly or allow F4 Enterprises LLC., to deduct from the amount F4 Enterprises LLC.,

owes Carrier, Customer's full actual loss, or the amount determined by F4 Enterprises LLC., and Carrier to be Carrier's responsibility. F4 Enterprises LLC., shall deduct from the amount F4 Enterprises LLC., otherwise owes Carrier, the Customer's full actual loss of all claims that are not resolved within ninety (90) days of the date of the claim. Carrier agrees to indemnify F4 Enterprises LLC., for any payments made hereunder.

8.1 SALVAGE CLAIMS: Carrier shall waive all right of salvage or resale of any of Customer's damaged goods and shall, at F4 Enterprises LLC. reasonable request and direction, promptly return or dispose, at Carrier's cost, all of Customer's damaged and overage goods shipped by Carrier under a Transportation Schedule. Carrier shall not under any circumstances allow Customer's goods to be sold or made available for sale or otherwise disposed of in any salvaged markets, employee stores, or any other secondary outlets. If damaged goods are returned to Customer and salvaged by Customer. Carrier shall receive a credit for the actual salvage value of such goods.

9. LAW AND INTEGRATION. This written Agreement, together with any load confirmation, contains the entire agreement between the parties and may only be modified by signed written agreement. State law, venue and jurisdiction shall apply in the state of California.

10. SAVING CLAUSE. If any provision of this Agreement or any Transportation Schedule is held to be invalid, the remainder of the Agreement or the Transportation Schedule shall remain in full force and effect with the offensive term or condition being stricken to the extent necessary to comply with any conflicting law.

11. This Agreement shall be for the period of one (1) year and shall be automatically renewed unless cancelled. Either party may terminate this Agreement upon fifteen (15) days written notice.

COMPANY: F4 ENTERPRISES LLC.

NAME: FEDERICO PARRA

TITLE: CHIEF EXECUTIVE OFFICER

COMPANY; \_\_\_\_\_

NAME; \_\_\_\_\_

TITLE: \_\_\_\_\_