

Courier Service Agreement

This Agreement, dated as of _____ is between Westmint LLC & Courier, and the transportation vendor identified as _____ (“Courier”).

1. Services.

A. Courier shall provide transportation services to all locations, and at the times and rates set forth in a separate schedule agreed between the parties. Schedules shall be prepared by Westmint LLC and may be in an electronic form, and may only be modified, supplemented or otherwise changed by mutual agreement between Courier and Westmint LLC. If applicable, Courier shall obtain a written delivery receipt (proof of delivery or POD) on a form supplied by Westmint LLC that is completed with all information required by such form. All other services shall be managed electronically, including amendments to this Agreement, dispatch, tracing, advice of delivery, invoicing, payment, advice of service failures, claims notices, claims documentation, submission of claims, acceptance or rejection of claims, record audits or audits to verify service performance, and proof of insurance.

B. Courier retains the right to re-broker, co-broker, subcontract, assign, interline, or transfer the transportation of shipments hereunder to any other persons or entity conducting business under a different operating authority, subject to the following conditions:

- i. Courier shall require each such entity or person to meet the same qualification requirements imposed on Courier under Section 2;
- ii. Courier shall require each such entity or person to carry the types and amounts of insurance specified in Section 3 and to name Westmint LLC as an additional insured;
- iii. Courier shall indemnify Westmint LLC for the acts or omissions of such entities or persons in accordance with Section 3.A.ii.; and
- iiii. Courier shall contractually obligate each such entity or person to look only to Courier for payment of invoices. If Courier breaches this provision, Westmint LLC shall have the right of paying the monies it owes Courier directly to the delivering carrier, in lieu of payment to Courier. Upon Westmint LLC's payment to delivering carrier, Courier shall not be released from any liability to Westmint LLC under this Agreement.

2. Qualifications. Courier has and shall maintain at its sole expense (a) all operating authorities and other licenses required to perform the Services and (b) to the extent Courier is required to be registered with the Federal Motor Carrier Safety Administration (“FMCSA”), a safety rating of satisfactory or none.

3. Insurance. Courier shall comply with the following insurance requirements.

A. Types and Amounts of Coverage. Courier agrees to maintain, and warrants that any third party retained by Courier to perform any obligations under this Agreement and not covered by Courier's insurance shall maintain, the following types of insurance coverage during the term of this Agreement with insurance companies rated "A VII" or better by the current edition of Best's Insurance Reports published by A.M. Best Company and licensed to do business in the state(s) in which the Services are performed:

- i. Workers' Compensation insurance as required by law in the state where the services are being performed, including a waiver of subrogation in favor of Westmint LLC and its subsidiaries, and Employers' Liability insurance with limits of \$500,000 per occurrence;
- ii. Commercial General Liability insurance with combined single limits of not less than \$1,000,000 per occurrence, additional insured, and including coverage for (1) broad form property damage including damage to property in Courier's care, custody or control; (2) blanket contractual liability, and (3) cross liability (severability of interests).
- iii. Commercial Automobile Liability insurance for any owned, non-owned or hired vehicle with combined single limits of not less than \$1,000,000 per occurrence for bodily injury and property damage;
- iv. Motor Truck Cargo Liability coverage with a limit not less than \$250,000 per conveyance. If Courier is engaged to transport goods on behalf of Westmint LLC's bank customers, such coverage shall be endorsed to include reconstruction coverage in an amount of at least \$100,000;
- v. Crime coverage, covering infidelity, fraud, employee dishonesty or criminal acts of Courier's employees, agents, officers, directors and subcontractors, with limits of not less than \$250,000 per claim; and
- vi. If Courier transports any goods by air, Aircraft Liability insurance for owned and non-owned aircraft with limits of not less than \$100,000,000 per occurrence for bodily injury and property damage and not less than \$250,000 per occurrence for Cargo Liability.

B. With respect to such insurance listed above, Westmint LLC shall not be obligated to pay premiums for any such insurance and Courier shall be responsible for any deductible or self-insured retention on any policy without contribution from Westmint LLC.

C. Indemnification and Hold Harmless. Courier will hold harmless and indemnify Westmint LLC for any claim for insurance premium, deductible, SIR, or retrospective premium. Courier will hold harmless and indemnify Westmint LLC for any claim by any employee of the Courier for injuries sustained in the ordinary course of business, including, but not limited to, drivers, lumpers, agents, or sub-contractors of Courier, unless such claim for injuries is a result of Westmint LLC's sole negligence. Courier will hold harmless and indemnify Westmint LLC for any claim, settlement

or judgment by any employee of the Courier for violations of federal, state or local law—including but not limited to employment, tort or criminal—unless such claim is a result of Westmint LLC's sole activity.

D. Certificates of Insurance. Courier shall provide certificates of insurance evidencing the insurance coverage required under this Agreement. In the event of cancellation or expiration of said insurance during the period of time insurance coverage is required under this Agreement, Independent Contractor must provide proof of replacement insurance in advance of the effective date of such cancellation or expiration. The certificates of insurance and the policy shall contain a clause providing that the insurer will not cancel or materially change coverage of the insurance without first giving Westmint LLC thirty (30) days' prior written notice. In the event such notice is not given, the Courier shall be liable for all resulting damages. Properly endorsed Certificates of Insurance shall be sent to the following address ten (10) days prior to commencement of services, and upon renewal of insurance policies:

Westmint LLC
680 Crane Creek Drive
Augusta, GA 30907

Westmint LLC shall not, because of accepting, rejecting, approving, or receiving any certificate of insurance required hereunder, incur any liability for: the existence, non-existence, form or legal sufficiency of the insurance described on such certificate; the solvency of any insurer; or the payment of losses.

E. Self-Insurance. If Courier is self-insured, it shall provide evidence of such, including proof of acceptance of self-insurance status by the FMCSA, and a copy of the BMC-83 Surety Bond, and a copy of the MCS 82 for Bodily Injury and Property Damage required by FMCSA regulations.

F. Adequacy. Westmint LLC and its subsidiaries do not represent that the types or minimum limits of the insurance set forth herein are adequate to protect the Courier's interests. No provision under this Section shall be construed or deemed to limit Courier's obligations under this Agreement to pay damages and other costs and expenses.

4. Billing and Payment. Westmint LLC shall pay or arrange payment of a freight bill within thirty (30) days after receipt of a correct invoice. Undercharges shall be presented within fourteen (14) days after delivery by a showing of the shipment control number, the correct rate, the tariff or other written agreement confirming the correct rate and such undercharge shall be resolved within thirty (30) days thereafter. If

an undercharge is not timely presented it is waived and if not timely resolved within the allowed period it shall be deemed denied.

5. Liens. Courier hereby waives all bailment liens of any type and kind arising by reason of possession of goods by Courier or the provision of any service pursuant to this Agreement.

6. Bills of Lading. The courier shall sign a bill of lading, produced by Shipper or Courier in compliance with 49 C.F.R. §373.101 (and any amendments thereto), for the property it receives for transportation under this Agreement. Unless otherwise agreed in writing, Courier shall become fully responsible/liable for the freight when it takes/receives possession thereof, and the trailer(s) is loaded, regardless of whether a bill of lading has been issued, and/or signed, and/or delivered to Courier, and which responsibility/liability shall continue until delivery of the shipment to the consignee and the consignee signs the bill of lading or delivery receipt. Any terms of the bill of lading (including but not limited to payment and credit terms, released rates or released value) inconsistent with the terms of this Agreement shall be ineffective. Failure to issue a bill of lading, or sign a bill of lading acknowledging receipt of the cargo, by Courier, shall not affect the liability of Courier.

7. Cargo Loss and Damage Claims.

- A. Courier shall comply with 49 C.F.R. §370.1 et seq. and any amendments and/or any other applicable regulations adopted by the Federal Motor Courier Safety Administration, U.S. Department of Transportation, or any applicable state regulatory agency, for processing all loss and damage claims and salvage;
- B. Courier's liability for any cargo damage, loss, or theft from any cause shall be determined under the Carmack Amendment, 49 U.S.C. §14706;
- C. Courier's indemnification liability (Section 3C) for freight loss and damage claims under this subsection shall include legal fees which shall constitute special damages, the risk of which is expressly assumed by Courier, and which shall not be limited by any liability of Courier under subparagraph (B) above.
- D. Except as provided above, neither Party shall be liable to the other for consequential damages without prior written notification of the risk of loss and its approximate financial amount, and agree to assume such responsibility in writing.
- E. Notwithstanding the terms of 49 CFR 370.9, Courier shall pay, decline, or make a settlement offer in writing on all cargo loss or damage claims within 30 days of receipt of the claim. Failure of Courier to pay, decline or offer settlement within this 30-day period shall be deemed admission by Courier of full liability for the amount claimed and a material breach of this Agreement.
- F. Courier's liability for cargo damage, loss, or theft from any cause for any one shipment, under Section 3.3(b) above shall not exceed \$250,000 unless Courier is notified by Westmint LLC or Shipper of the increased value prior to shipment pick up.

8. Non-Exclusive Agreement. Courier and Westmint LLC acknowledge and agree that this contract does not bind the respective Parties to exclusive services to each other. Either party may enter into similar agreements with other Couriers, brokers, or freight forwarders.

9. Independent Contractor. It is understood and agreed that the relationship between Westmint LLC and Courier is that of independent contractors. Westmint LLC and Courier do not have, and none of the terms of this Agreement, or any act or omission of either Party shall be construed for any purpose to express or imply, a joint venture, partnership, principal/agent, fiduciary, employer/employee relationship between the Parties. Courier shall provide the sole supervision and shall have exclusive control over the operations of its employees, contractors, subcontractors, agents, as well as all vehicles and equipment used to perform its transportation services hereunder. Westmint LLC has no right to discipline or direct the performance of any driver and/or employees, contractors, subcontractors, or agents of Courier, agents, partners or joint venturers with respect to the truckload transportation services provided by Courier under this Agreement, and Courier represents and agrees that at no time and for no purpose shall it represent to any party that it is anything other than an independent contractor in its relationship to Westmint LLC. Under no circumstances shall Courier's employees be considered employees or agents of Westmint LLC or its subsidiaries.

10. Confidentiality.

- A. In addition to Confidential Information protected by law, statutory or otherwise, the Parties agree that all of their financial information and that of their customers, including but not limited to freight and brokerage rates, amounts received for brokerage services, amounts of freight charges collected, freight volume requirements, as well as personal customer information, customer shipping or other logistics requirements shared or learned between the Parties and their customers, shall be treated as confidential, and shall not be disclosed or used for any reason without prior written consent.
- B. In the event of a violation of this Confidentiality paragraph, the Parties agree that the remedy at law, including monetary damages, may be inadequate and that the Parties shall be entitled, in addition to any other remedy they may have, to an injunction restraining the violating Party from further violation of this Agreement in which case the prevailing party shall be liable for all costs and expenses incurred, including but not limited to reasonable attorney's fees.

11. No Back Solicitation.

- a. Unless otherwise agreed in writing, Courier shall not knowingly solicit freight shipments (or accept shipments) during the term of this agreement and/or for a period of twelve (12) month(s) following termination of this agreement for any reason, from any shipper, consignor, consignee, or other customers of Westmint LLC within the territory where the Courier worked at the time of this Agreement's termination, when such shipments of shipper customers were first tendered to Courier by Westmint LLC.

- b. In the event of a breach of this provision, Westmint LLC shall be entitled, for a period of twelve (12) months following delivery of the last shipment transported by Courier under this Agreement, to a commission of ten percent (10%) of the gross transportation revenue (as evidenced by freight bills) received by Courier for the transportation of said freight as liquidated damages. Additionally, Westmint LLC may seek injunctive relief and, in the event, it is successful, Courier shall be liable for all costs and expenses incurred by Westmint LLC, including, but not limited to, reasonable attorney's fees.

12. Contract Term. The term of this Agreement shall be one year from the date hereof and thereafter it shall automatically be renewed for successive one (1) year periods, unless terminated, upon thirty (30) day's prior written notice, with or without cause, by either Party at any time, including the initial term. In the event of termination of this Agreement for any reason, the Parties shall be obligated to complete the performance of any work in progress in accordance with the terms of this Agreement. If the driver leaves the company without notice of 2 weeks or is suddenly separated from the company their last pay will be .50 a mile and the last settlement will be mailed.

13. Severance. Survival. In the event any of the terms of this Agreement are determined to be invalid or unenforceable, no other terms shall be affected and the unaffected terms shall remain valid and enforceable as written. The representations, rights, and obligations of the parties hereunder shall survive termination of this Agreement for any reason.

14. Counterparts. This Agreement may be executed in any number of counterparts each of which shall be deemed to be a duplicate original hereof.

15. Force Majeure. In the event that either Party is prevented from performing its obligations under this Agreement because of an occurrence beyond its control and arising without its fault or negligence, including without limitation, war, riots, rebellion, acts of God, acts of lawful authorities, fire, strikes, lockouts or other labor disputes, such failures to perform (except for any payments due hereunder) shall be excused for the duration of such occurrence. Economic hardships, including, but not limited to, recession and depression, shall not constitute Force Majeure events.

16. Assignment. Neither party shall assign this Agreement, nor any interest therein, without the prior written consent of the other, such consent not to be unreasonably withheld or delayed; provided, however, that (a) a merger or consolidation of a party, or any other event affecting control of a party shall not be deemed an assignment requiring such prior written consent, and (b) Westmint LLC may freely assign, without Courier's consent, all or any portion of its rights, duties, and obligations under this Agreement to one or more of its Affiliates or any entity carrying on that part of the business to which the assigned portion of the Agreement relates. Any prohibited assignment shall be null and void.

17. Entire Agreement. Unless otherwise agreed in writing, this Agreement contains the entire understanding of the Parties and supersedes all verbal or written prior agreements, arrangements, and understandings of the Parties relating to the subject matter stated herein. The Parties further intend that this Agreement constitutes the complete and exclusive statement of its terms and that no extrinsic evidence may be introduced to reform this Agreement in any judicial or arbitration proceeding involving this Agreement.

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date and year first shown above.

Courier

Date

Westmint LLC, "Covered Entity" Date

4825-8287-5389, v. 1

Electronic Signature Acknowledgment

The parties agree that electronic signatures executed through Dropbox Sign, DocuSign, Adobe Sign, or similar electronic signature platforms shall be considered legally binding and enforceable.