

NON-CIRCUMVENTION, NON-SOLICITATION & LIQUIDATED DAMAGES AGREEMENT

This Agreement is entered into on the date signed below between RH17 TRANSPORT LLC ("Company") and the undersigned Contractor/Driver ("Contractor").

1. Purpose: The Contractor acknowledges that all shippers, brokers, customers, and load opportunities provided by the Company are the exclusive business relationships of the Company.

Definition of "Provided or Introduced": For purposes of this Agreement, "Introduced" means any broker, shipper, or customer with whom the Contractor has communicated, directly or indirectly, in relation to any load, freight, or business opportunity during their engagement with the Company, whether or not the Contractor had a prior relationship with them.

2. Prohibited Actions: The Contractor shall not, during the term of their lease with the Company and for nine (9) months after termination, directly or indirectly: (a) Contact, solicit, or negotiate with any broker, shipper, or customer Introduced by the Company except through the Company; (b) Divert or attempt to divert freight, loads, or business opportunities from the Company; (c) Accept load offers or rate confirmations directly from such parties without prior written approval.

3. Broker Communication Exception: The Contractor's contact information may be provided to brokers or shippers solely for load tracking and coordination (e.g., MicroPoint app). Such contact does not authorize the Contractor to negotiate rates, book loads, or arrange future work with these parties.

4. Liquidated Damages: Violation of this Agreement will cause substantial damage to the Company. The Contractor shall pay **\$5,000** per violation as liquidated damages, payable within ten (10) days of written demand. The Company may deduct such amounts from any settlements or monies owed to the Contractor.

5. Survival & Enforcement: This Agreement remains enforceable after termination of the lease. The Company reserves the right to seek additional remedies at law or in equity.

6. Prohibited Conduct – Load Withholding: The Contractor shall not withhold, delay, or refuse to deliver any load for the purpose of demanding early payment or any other condition not agreed to in writing. Payment for completed loads will be processed within 2–3 business days after delivery, subject to the receiving bank's ACH processing times. Any attempt to hold a load hostage or delay delivery to leverage payment will be treated as a material breach of this Agreement, subject to immediate ter...

7. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflict of laws principles. The parties agree that any disputes shall be resolved exclusively in the courts located in Erie County, Pennsylvania.

Contractor Name: _____

Driver License No.: _____

State: _____

Date: _____

Signature: _____