

**INDEPENDENT CONTRACTOR AGREEMENT**

THIS INDEPENDENT CONTRACTOR AGREEMENT is made and entered into this 17 day of March, 2015 (the "Effective Date"), by and between TMLCORP, an Arizona corporation with its principal place of business at 7481 East Tanque Verde Road, Tucson, Az. 85715 ("COMPANY") and ("INDEPENDENT CONTRACTOR").

**WHEREAS**, COMPANY is full compliance consulting firm for managing INDEPENDENT CONTRACTORS willing to lease commercial motor vehicles (the "Equipment") from the COMPANY, and to perform personally or through others, as an independent contractor, services related to the operation of the Equipment, for the purpose of hauling commodities on behalf of the COMPANY:

NOW, THEREFORE in consideration of the mutual covenants herein contained and pursuant to the federal leasing regulations (49 C.F.R. Part 376), COMPANY and INDEPENDENT CONTRACTOR hereby enter into this Independent Contractor Agreement, including any and all attachments and schedules (the "Agreement") as follows:

**1. PROVISION OF EQUIPMENT AND SERVICES:**

(a) INDEPENDENT CONTRACTOR represents (i) it is the owner or lessee of the Equipment within the meaning of 49 C.F.R. § 376.2(c), and that it has full authority to enter into this Agreement, (ii) that the Equipment is complete with all required equipment and accessories; and (iii) that the Equipment is in good, safe, and efficient operating condition and shall be so maintained at INDEPENDENT CONTRACTOR's expense throughout the duration of this Agreement. INDEPENDENT CONTRACTOR agrees to use the Equipment, together with all necessary labor, which INDEPENDENT CONTRACTOR shall furnish at its sole cost and expense to transport, load, unload, and perform other transportation-related services (the "Services") on behalf of COMPANY and its customers.

(b) From the Commencement Date set forth on Schedule A until termination of this agreement, (i) the Equipment will be identified in accordance with the requirements of 49 CFR Part 390 and with the FMCSA or any other regulatory agency ("Agency" or "Agencies") and (ii) INDEPENDENT CONTRACTOR will keep a copy of this Agreement with the Equipment. In accordance with Agency requirements, a receipt identifying the Equipment and the date and time of commencement of this Agreement will be delivered from COMPANY to INDEPENDENT CONTRACTOR on the Commencement Date, and INDEPENDENT CONTRACTOR will deliver a similar receipt to COMPANY upon termination; provided, however, that this Agreement and COMPANY's obligations thereunder shall expire upon the written notice of termination provided in Section 2 below regardless of whether INDEPENDENT CONTRACTOR submits the receipt required by this provision. Any placards identifying the Equipment shall be removed from the Equipment by INDEPENDENT CONTRACTOR and returned to COMPANY upon termination of this Agreement. If the identification is painted directly on the Equipment, INDEPENDENT CONTRACTOR will permanently cover such identification to the satisfaction of COMPANY.

(c) COMPANY does not agree to make any minimum use of the Equipment, to use the Equipment at any particular time or location, or to furnish any specified number of shipments to INDEPENDENT CONTRACTOR or to guarantee any amount of revenue to INDEPENDENT CONTRACTOR. INDEPENDENT CONTRACTOR is not obligated to accept any specific shipment offered by COMPANY.

(d) In the event that INDEPENDENT CONTRACTOR will not be available to provide services to COMPANY under this Agreement for any period exceeding seven calendar days, INDEPENDENT CONTRACTOR shall provide COMPANY with at least seven days advance notice of such unavailability.

**2. TERM AND TERMINATION:** This Agreement shall remain in effect for a period of one year.

(a) A year from the Effective Date; provided, however, that either COMPANY or INDEPENDENT

Initial Here





CONTRACTOR may terminate this Agreement prior to its expiration by giving to the other party 30 days written notice of termination. Notwithstanding the above, COMPANY may terminate this Agreement immediately upon any breach by INDEPENDENT CONTRACTOR of this Agreement. Those provisions relating to payment by INDEPENDENT CONTRACTOR to COMPANY or indemnification of COMPANY by INDEPENDENT CONTRACTOR (including, but not limited to, Sections 5, 7, 9, 10, 11, 14 and 18) shall survive the termination of this Agreement.

(b) It is up to the discretion of the COMPANY to request a Corrective Action Plan in Schedule H from the INDEPENDENT CONTRACTOR instead of giving a written notice of termination outline in subsection (a) above. The INDEPENDENT CONTRACTOR would have 7 days to complete the Corrective Action Plan and submit it to the COMPANY. The written notice of termination will replace the Corrective Action Plan 30 days after it is submitted if improvement is not sufficient for the COMPANY standards outlined in this agreement below.

### **3. COMPLIANCE WITH PERTINENT LAWS REGULATIONS AND POLICIES BY INDEPENDENT CONTRACTOR.**

(a) Drivers. INDEPENDENT CONTRACTOR shall provide competent drivers who meet COMPANY's minimum driver qualification standards and all of the requirements of the DOT, including but not limited to, familiarity and compliance with state and federal motor COMPANY safety laws and regulations. The parties agree that COMPANY shall have the right to disqualify any driver provided by INDEPENDENT CONTRACTOR in the event that the driver is found to be unsafe, unqualified pursuant to federal or state law, in violation of COMPANY's minimum qualification standards, or in violation of any policies of COMPANY's customers. Corrective Action Forms will be filled out for anyone violating the aforementioned items or Terminal Safety in Section 30 (See Schedule H). Also, the Company is mandated to hold monthly DOT safety meetings, which INDEPENDENT CONTRACTORS are required to attend to be eligible for the Safety Bonus in Schedule F.

(b) Paperwork Requirements. INDEPENDENT CONTRACTOR shall submit to COMPANY, on a timely basis, all driver logs and supporting documents (including original toll or lump sum receipts for COMPANY's reproduction), physical examination certificates, accident reports, maintenance and repair records for the Equipment, and any other required data, documents, and reports required by statute, regulation, or COMPANY's policy.

(c) Shipping Documents. INDEPENDENT CONTRACTOR agrees that all bills of lading, waybills, freight bills, manifests, or other papers identifying the property carried on the Equipment shall be those of COMPANY, or as authorized by COMPANY, and shall indicate that the property transported is under the responsibility of COMPANY or a COMPANY with which the Equipment has been subcontracted.

(d) Drug and Alcohol Testing. INDEPENDENT CONTRACTOR and its drivers shall, as required by 49 C.F.R. § 382.103, comply with COMPANY's Drug and Alcohol Policy as listed in Schedule B, including participation in COMPANY's random drug and alcohol testing program, and any addendums or revisions thereto.

(e) Safe Operations. INDEPENDENT CONTRACTOR agrees to operate the Equipment in a safe and prudent manner at all times in accordance with the laws of the various jurisdictions in which the Equipment will be operated and pursuant to the operating authorities of COMPANY, and in accordance with all rules related to traffic safety, highway protection and road requirements. Moreover, INDEPENDENT CONTRACTOR agrees that all drivers and/or workers employed by INDEPENDENT CONTRACTOR will comply with the terms of this Agreement, including the requirement of safe operations, while operating the Equipment on behalf of INDEPENDENT CONTRACTOR.

(f) Safety and Operating Policies and Procedures. INDEPENDENT CONTRACTOR agrees that any driver utilized by INDEPENDENT CONTRACTOR will comply with COMPANY's safety and operating policies and procedures and any subsequent revisions thereto, including, but not limited to, COMPANY's Anti-Drug and Alcohol Policy set forth on Schedule B. INDEPENDENT CONTRACTOR acknowledges that it has read, and is familiar with, COMPANY's current applicable safety and operating policies, which are posted and maintained on COMPANY's website [www.tmlcorp.co](http://www.tmlcorp.co) and are also available from COMPANY in written form upon request. Please see Schedule K for operating policies.



Initial Here

**4. COMPENSATION:**

(a) COMPANY agrees to pay and INDEPENDENT CONTRACTOR agrees to accept as full and complete payment for use of the Equipment and for performance of the Services, compensation as set forth on Schedule A hereof, as amended from time to time. COMPANY shall complete a bimonthly preliminary settlement with INDEPENDENT CONTRACTOR within seven days of the completed submission by the INDEPENDENT CONTRACTOR of two weeks of driver's logs and other documents required to be submitted under Agency Regulations, and such other documents as may be necessary for CARRIER to secure payment from its customer (including, but not limited to, signed delivery receipts, bills of lading, and freight bills).

(b) Where COMPANY's tariff or other agreements with its customers require that accessorial services, including, but not limited to, loading and/or unloading, inside delivery, palletizing, or white glove services, INDEPENDENT CONTRACTOR shall perform such services. See Schedule A for rates and descriptions.

(c) With respect to final settlement upon termination of this Agreement, the failure on the part of INDEPENDENT CONTRACTOR to remove and return to COMPANY all equipment that is leased to INDEPENDENT CONTRACTOR shall entitle COMPANY to withhold any payments owed to INDEPENDENT CONTRACTOR until such obligation is met.

(d) INDEPENDENT CONTRACTOR may submit proposed new rates for review by COMPANY (one per annum). If new rates are not submitted, INDEPENDENT CONTRACTOR previously agreed upon will remain in effect for full term of existing or future agreements.

**5. CHARGE BACKS:** COMPANY shall charge back to INDEPENDENT CONTRACTOR at the time of payment or settlement, any liability or expense COMPANY has incurred or paid that, under this Agreement or any addendum to this Agreement, INDEPENDENT CONTRACTOR is obligated to bear. Such expenses shall be deducted from the amount of INDEPENDENT CONTRACTOR's compensation and shall include those expenses set forth in Schedule A, section 5 of this Agreement. The amount of each item to be charged back to INDEPENDENT CONTRACTOR may include an administrative fee or mark-up over and above the actual cost or expense incurred by COMPANY. COMPANY shall provide INDEPENDENT CONTRACTOR written itemization and documentation of all charge backs where such documentation is necessary to verify the validity of the charge. COMPANY shall be authorized to deduct the amount of such advance or other amount due to COMPANY from the settlement checks. In addition, COMPANY shall be entitled to deduct a \$20.00 administrative fee for each advance from COMPANY to INDEPENDENT CONTRACTOR. COMPANY shall furnish INDEPENDENT CONTRACTOR a written explanation and itemization of each such deduction and payment.

**6. POSSESSION AND CONTROL OF EQUIPMENT:**

(a) COMPANY shall have exclusive possession control and use of the Equipment unless INDEPENDENT CONTRACTOR has executed lease from an outside vendor. INDEPENDENT CONTRACTOR shall assume complete responsibility for the operation of the Equipment for the duration of this Agreement. In the event that the COMPANY leased equipment to the INDEPENDENT CONTRACTOR needs any service and the Equipment is nonoperational, COMPANY will provide a "temporary truck" so that INDEPENDENT CONTRACTOR can continue to service COMPANY.

(b) It is the intention of COMPANY and of INDEPENDENT CONTRACTOR that INDEPENDENT CONTRACTOR shall remain an independent contractor and NOT an employee of COMPANY. COMPANY has no right to, and will not, control the manner nor prescribe the method of the Equipment used by INDEPENDENT CONTRACTOR to perform services.

Initial Here **7. INDEPENDENT CONTRACTOR AND ITS EMPLOYEES:**

(a) INDEPENDENT CONTRACTOR, if an individual, agrees and acknowledges that it is not an employee of COMPANY and does not hereby wish to or intend to enter into an employment relationship. INDEPENDENT CONTRACTOR agrees on behalf of itself and its Employees (as defined below), never to bring or join in or permit its name to be used as a plaintiff or claimant in any action, suit, proceeding, administrative action, or cause claiming or alleging that it or its Employee is or at any time was an employee of COMPANY as a result of or arising out of the relationship created by this Agreement. INDEPENDENT CONTRACTOR represents and warrants as a material condition of this Agreement and as a material inducement to COMPANY to enter into this Agreement that INDEPENDENT CONTRACTOR understands the difference between an employee and an independent contractor and has had the opportunity to consult with counsel of its, his or her choice prior to entering into this Agreement. INDEPENDENT CONTRACTOR, agrees to indemnify and hold harmless COMPANY and COMPANY's officers, directors, parents, subsidiaries, agents, attorneys and shareholders (each an "Indemnity" and collectively "indemnities") for any cost, fine, tax, action suit, arbitration, administrative action, claim, loss, or damage (collectively a "Claim"), now or hereafter brought against any COMPANY or any other indemnity by or arising out of any Claim that INDEPENDENT CONTRACTOR is or was at any time an employee as a result of or arising out of the relationship created hereby.

(b) INDEPENDENT CONTRACTOR must be a formed Limited Liability Company (LLC) with an EIN or have sole proprietorship. INDEPENDENT CONTRACTOR shall furnish sufficient drivers, helpers and other workers as INDEPENDENT CONTRACTOR deems necessary for the performance of the obligations of INDEPENDENT CONTRACTOR under the terms of this Agreement ("Employees"). Any and all employees furnished by INDEPENDENT CONTRACTOR shall be an Employee of INDEPENDENT CONTRACTOR and shall be hired, directed, paid, controlled and discharged solely by INDEPENDENT CONTRACTOR. INDEPENDENT CONTRACTOR shall file all forms and returns and pay workers compensation and unemployment premiums and all withholding and employment taxes due to federal, state, local government agencies on account of Employees. All Employees who are drivers must be trained and qualified under Agency regulations to drive commercial motor vehicles hauling Hazardous Materials as that term is used in the Hazardous Materials Transportation Act, 119 U.S.C. § 5101 et seq., as amended, and must meet COMPANY's driver qualification standards. All expenses incurred by COMPANY in qualifying an Employee will be reimbursed by INDEPENDENT CONTRACTOR.

**8. ACCIDENTS AND CLAIMS.** INDEPENDENT CONTRACTOR shall immediately report any accident or potential claim to COMPANY involving operations under this Agreement. INDEPENDENT CONTRACTOR and its drivers shall cooperate fully with COMPANY with respect to any legal action, regulatory hearing or other similar proceeding arising from the operation of the Equipment, the relationship created by this Agreement or the services performed hereunder. INDEPENDENT CONTRACTOR shall, upon COMPANY's request and at INDEPENDENT CONTRACTOR's sole expense, provide written reports or affidavits, attend hearings and trials and assist in securing evidence or obtaining the attendance of witnesses. INDEPENDENT CONTRACTOR shall provide COMPANY with any assistance as may be necessary for COMPANY or COMPANY's representatives or insurers to investigate, settle or litigate any accident, claim or potential claim by or against COMPANY. INDEPENDENT CONTRACTOR is also responsible for any deductibles that occur due to the settlement or from the COMPANY'S insurance company.

**9. CARGO CLAIMS:** INDEPENDENT CONTRACTOR agrees that cargo tendered to INDEPENDENT CONTRACTOR shall be delivered to the consignee with reasonable diligence, speed and care. INDEPENDENT CONTRACTOR shall be responsible for any claims resulting from cargo loss, damage, delays or shortages, occurring while such cargo is under INDEPENDENT CONTRACTOR's care, custody or control to the extent that COMPANY is responsible for such loss, damage or delay under the terms of any applicable tariff or agreement. If the loss, damage or delay is covered by COMPANY's cargo insurance policy, INDEPENDENT CONTRACTOR's liability for such claim will be subject to COMPANY'S discretion per occurrence; provided, however, that any loss, damage, or claim arising from INDEPENDENT CONTRACTOR's gross negligence or intentional misconduct, as



Initial Here

CM

determined by COMPANY in its reasonable discretion, shall be the complete and total responsibility of INDEPENDENT CONTRACTOR. COMPANY will provide INDEPENDENT CONTRACTOR with a written explanation and itemization of any deduction for cargo loss or damage or delays in transportation made from any compensation or trip settlement owed to INDEPENDENT CONTRACTOR at or before the time of deduction.

**10. OTHER CLAIMS / DAMAGES:** INDEPENDENT CONTRACTOR shall be liable for the insurance deductible amount of any loss, damage, or claim (other than the types of losses, damages, and claims addressed in Sections 9 and 18 of this Agreement) arising from INDEPENDENT CONTRACTOR's performance under this Agreement; provided, however, that any loss, damage, or claim arising from INDEPENDENT CONTRACTOR's gross negligence or intentional misconduct shall be the complete and total responsibility of INDEPENDENT CONTRACTOR.

**11. COSTS OF OPERATION:** Except as otherwise specifically provided in this Agreement, INDEPENDENT CONTRACTOR shall furnish, provide and pay all costs of operation of the Equipment, including but not limited to:

(a) Preventive maintenance and repair, fuel, and other operating parts and supplies with respect to the Equipment. If Equipment leased from COMPANY, preventive maintenance covered in lease.

(b) All expenses with respect to the Employees of INDEPENDENT CONTRACTOR, including, but not limited to, wages, benefits and federal and state taxes, federal social security, state and federal income, and state unemployment compensation taxes. INDEPENDENT CONTRACTOR expressly acknowledges that it is not covered by COMPANY's unemployment compensation coverage, and that the social security taxes to be paid by INDEPENDENT CONTRACTOR are higher than the social security taxes that it would pay if INDEPENDENT CONTRACTOR were COMPANY's employee.

(c) All ferry, bridge and highway tolls. (If INDEPENDENT CONTRACTOR leased equipment from COMPANY, ferry, bridge and highway tolls will be refunded with receipt to INDEPENDENT CONTRACTOR)

(d) Base plates, including apportioned or prorated base plates, fuel permits, fuel taxes and fuel tax reporting and all other permits required to operate the Equipment. (If INDEPENDENT CONTRACTOR leases equipment from COMPANY, COMPANY will pay for base plates, including apportioned or prorated base plates, fuel permits, fuel taxes, fuel tax reporting and all other permits to operate the Equipment) INDEPENDENT CONTRACTOR agrees to submit a trip report including miles in each state and fuel receipts for each trip.

(e) Fines and penalties arising out of the operation of the Equipment. INDEPENDENT CONTRACTOR shall have the duty to determine whether a load is in compliance with the size and weight Laws of all states through which the Equipment will travel and to notify COMPANY of the need for any overweight permits, over dimension permits, weight distance permits, non IFTA trucks outside of jurisdiction, or any other type of permits that are needed prior to commencing the haul. COMPANY will provide for any overweight, over dimension, weight distance or temporary permits where required. Except when a violation results from the acts or omissions of INDEPENDENT CONTRACTOR, COMPANY will assume the risks and costs of fines for when the circumstance is outside the control of INDEPENDENT CONTRACTOR or agreed upon by the COMPANY to the INDEPENDENT CONTRACTOR in writing prior to commencing the haul. Verbal communication is not acceptable, either hand written on the Bill of Lading and signed by an authorized dispatcher, a signed fax copy stating the circumstances by authorized dispatcher, a text from an authorized dispatcher, or an email from an authorized dispatcher.

**12. PASSENGERS:** As required by 49 C.F.R. § 392.60, INDEPENDENT CONTRACTOR shall not allow any passenger to ride in the Equipment unless authorized in advance in writing by COMPANY's safety officer.

**13. INSURANCE:** The respective obligations of the parties for providing insurance coverage for the respective operation shall be as set forth in Schedule C.

Initial Here

CM

**14. INDEMNIFICATION:** INDEPENDENT CONTRACTOR will indemnify, defend and save harmless

COMPANY from and against (i) any and all claims brought against COMPANY and any and all liabilities incurred by COMPANY for or on account of bodily injury or property damage in manner caused by, incident to or growing out of any act or omission of INDEPENDENT CONTRACTOR or any employee in connection with this Agreement or the use or operation of the Equipment; (ii) any loss or damage to property or merchandise tendered to INDEPENDENT CONTRACTOR in connection with the Services; (iii) any loss or damage to COMPANY as a result of INDEPENDENT CONTRACTOR's failure to perform obligations under this Agreement; (iv) any claims brought against COMPANY arising out of breaches or alleged breaches of agreements between INDEPENDENT CONTRACTOR and any third parties including, but not limited to, Employees; and (v) any claims brought against COMPANY by an Employee or government agency related to work-related accidents, workers compensation claims, withholding and unemployment taxes or any other actions arising out of the relationship between INDEPENDENT CONTRACTOR and an Employee.

**15. FUEL PURCHASES:**

(a) For the purpose of computing and paying all state fuel taxes owed for the Equipment, COMPANY shall issue to INDEPENDENT CONTRACTOR a fuel card that INDEPENDENT CONTRACTOR may use for all fuel purchases; provided, however, that INDEPENDENT CONTRACTOR shall use the fuel card only for fuel purchases made in connection with INDEPENDENT CONTRACTOR's provision of services under this Agreement. Any improper use of this fuel card may result in corrective action or personal liability of INDEPENDENT CONTRACTOR for any improper fuel purchases and applicable taxes.

(b) COMPANY shall report and pay all quarterly fuel taxes in behalf of INDEPENDENT CONTRACTOR, and INDEPENDENT CONTRACTOR agrees to cooperate fully with COMPANY by providing COMPANY with all necessary information and documentation needed to complete such filings. This includes IFTA miles trip sheet that needs to be submitted at the end of each trip including fuel receipts.

(c) In the event that INDEPENDENT CONTRACTOR declines to use COMPANY's fuel card, INDEPENDENT CONTRACTOR must provide COMPANY with either: (i) Evidence reasonably satisfactory to COMPANY that INDEPENDENT CONTRACTOR has timely filed all required tax returns and other filings related to fuel taxes, and paid in full any fuel taxes due; or (ii) An accurate accounting of all fuel purchases (including original fuel receipts) and miles traveled for the purposes of computing state fuel tax liability. In such event as the INDEPENDENT CONTRACTOR requires assistance, COMPANY shall be entitled to collect a quarterly administrative fee of \$200.00 from INDEPENDENT CONTRACTOR to compensate COMPANY for the work involved in calculating applicable fuel taxes and preparing associated filings. This administrative fee will be deducted from INDEPENDENT CONTRACTOR's compensation at the next settlement.

**16. PURCHASES OR LEASES FROM COMPANY:** INDEPENDENT CONTRACTOR is not required to purchase or lease any products, equipment or services from COMPANY as a condition of entering into this Agreement. However, if INDEPENDENT CONTRACTOR chooses to purchase or lease products, equipment or services from COMPANY and authorize COMPANY to make corresponding deductions from INDEPENDENT CONTRACTOR's settlement compensation, the terms of such purchase or lease shall be specified in a separate agreement(s). See Schedule A-2.

**17. COMMUNICATIONS EQUIPMENT:** INDEPENDENT CONTRACTOR agrees to make equipment available to obtain (and install, if applicable), at INDEPENDENT CONTRACTOR's sole expense, a communications system or satellite-tracking device ("communications Equipment") for Equipment leased to INDEPENDENT CONTRACTOR under this Agreement. Such Communications Equipment will be according to COMPANY's specifications and must be compatible with the communications / satellite tracking system utilized by COMPANY. See Schedule D.

Initial Here 



(a) **CELL PHONE, INDEPENDENT CONTRACTOR** agrees to make all arrangements to obtain at INDEPENDENT CONTRACTOR's sole expense, a cellular phone that has the capabilities of accessing the internet, texting functionality, and phone communications. It is the sole responsibility of the INDEPENDENT CONTRACTOR for any lost, stolen, or damage that occurs to the cell phone.

**18. TRAILER INTERCHANGE:** COMPANY, may from time to time, provide a COMPANY-furnished trailer, or interchanged trailer/container equipment under a valid interchange agreement, and necessary accessories (the "COMPANY Trailer or Trailers") to INDEPENDENT CONTRACTOR in order to perform the services. INDEPENDENT CONTRACTOR will assume responsibility for loss or damage to any COMPANY Trailer which may occur while the COMPANY Trailer is in the care, custody and control of INDEPENDENT CONTRACTOR; provided, however, that any loss, damage, or claim arising from INDEPENDENT CONTRACTOR's gross negligence or intentional misconduct, as determined by COMPANY in its reasonable discretion, shall be the complete and total responsibility of INDEPENDENT CONTRACTOR. In addition, INDEPENDENT CONTRACTOR will assume full responsibility for repairs or improvements (including tires) made to the COMPANY Trailer without the written consent of COMPANY. INDEPENDENT CONTRACTOR will return the COMPANY Trailer in the same condition as when received, reasonable wear and tear accepted. INDEPENDENT CONTRACTOR agrees that if COMPANY deems it necessary to enter upon private property to obtain possession of and return the COMPANY Trailer, INDEPENDENT CONTRACTOR does hereby irrevocably grant COMPANY, or COMPANY's duly authorized agents, permission to do so and further agrees to save and hold harmless COMPANY, or COMPANY's duly authorized agents, from any form of liability whatsoever in connection therewith.

**19. TRUCK OR TRAILER WASHES:** INDEPENDENT CONTRACTOR will be responsible to keep leased truck(s) clean, inside and out. COMPANY can provide a monthly service available to INDEPENDENT CONTRACTOR for Truck & Trailer washes. This fee will be passed on to the INDEPENDENT CONTRACTOR and prorated on each invoice.

(a) It is the responsibility of the INDEPENDENT CONTRACTOR to keep their equipment clean and the COMPANY has the right to inspect the leased equipment at their discretion. If the state of the equipment is found to be unacceptable, then a cleaning fee will be charged to the INDEPENDENT CONTRACTOR.

**20. SEVERABILITY AND SAVINGS:** If any individual term or provision of this Agreement is contrary to or in conflict with any requirement of applicable law, then that term or provision shall be severed from this Agreement and the remainder of this Agreement shall be binding on the Parties.

**21. BREACH:** As set forth in Section 2 above, COMPANY may terminate this Agreement immediately upon any breach of this Agreement by INDEPENDENT CONTRACTOR. In addition, violations of COMPANY policies, as described in Schedule B, will result in immediate termination of this Agreement. If, in COMPANY's reasonable judgment, INDEPENDENT CONTRACTOR has subjected COMPANY to liability because of INDEPENDENT CONTRACTOR's acts or omissions, COMPANY may take possession of the lading entrusted to INDEPENDENT CONTRACTOR and complete performance. In such event, INDEPENDENT CONTRACTOR shall waive any recourse against COMPANY for such action and INDEPENDENT CONTRACTOR shall reimburse COMPANY for all direct or indirect costs, expenses, or damages (including reasonable attorney's fees) incurred by COMPANY as a result of COMPANY's taking possession of the lading and completing performance.

**22. SUCCESSORSHIP; ASSIGNMENT:** This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. COMPANY shall have the right to assign this Agreement at any time without INDEPENDENT CONTRACTOR's consent. INDEPENDENT CONTRACTOR shall not have the right to assign this Agreement without COMPANY's prior written consent, which consent may be granted or withheld at COMPANY's sole discretion.

**23. APPLICABLE LAW; VENUE; WAIVERS:** COMPANY and INDEPENDENT CONTRACTOR understands and agrees that this Agreement shall be governed by and construed under the laws of the State of Arizona, without regard to the choice of law provisions thereof. The exclusive venue for any action arising from, or brought to enforce, this Agreement shall be Pima County, Arizona and the state and federal courts located

Initial Here 





therein. The parties irrevocably submit to the personal and subject matter jurisdiction of said courts. INDEPENDENT CONTRACTOR waives its right to a jury trial to resolve any lawsuit it may ever bring against COMPANY and agrees that any such lawsuit will be tried by a judge without a jury. INDEPENDENT CONTRACTOR also waives its right to participate as a member in any class action lawsuit against COMPANY or act as a representative of a class of similarly situated persons in any lawsuit against COMPANY.

**24. WITHHOLDING:** INDEPENDENT CONTRACTOR will maintain the Withholding Fund in Schedule G with COMPANY. The INDEPENDENT CONTRACTOR may elect to have a percentage or flat amount withheld from their settlement check to add to their Withholding Fund to be used for filing their tax return as an INDEPENDENT CONTRACTOR. Complete Schedule G to select a percentage or any extra amount to be withheld from each check.

**25. CONFIDENTIALITY:** All information, including, but not limited to, customer lists, trade secrets, forms, processes, developments, sales and promotional systems, prices and operations, which is disclosed to INDEPENDENT CONTRACTOR or which INDEPENDENT CONTRACTOR observes or comes into contact with during the term of this Agreement or the rendition of any services to COMPANY, whether generated by COMPANY or a customer or contractor of COMPANY, shall be deemed "Confidential Information" and the sole and exclusive property of COMPANY. INDEPENDENT CONTRACTOR shall take all reasonable measures to maintain the confidentiality of said Confidential Information. INDEPENDENT CONTRACTOR shall not use the Confidential Information for any purposes other than to perform its obligations under this Agreement and shall not disclose any Confidential Information to any third party without COMPANY's prior written consent. INDEPENDENT CONTRACTOR acknowledges that all right, title, and interest in and to Confidential Information, including the right to produce, extract, or exhibit to any third party, and any intellectual property rights, are vested exclusively in COMPANY. INDEPENDENT CONTRACTOR shall return any Confidential Information in its possession or control promptly upon the termination of this Agreement. INDEPENDENT CONTRACTOR expressly agrees that COMPANY shall be entitled to an injunction in any court of competent jurisdiction to prevent or otherwise restrain a breach of this Section. Nothing in this Section shall be construed as prohibiting COMPANY from pursuing any remedies available to COMPANY at law or in equity for such breach, including the recovery of monetary damages from INDEPENDENT CONTRACTOR.

**26. ENTIRE AGREEMENT: NO WAIVER:** This Agreement, together with all schedules and attachments, constitutes the sole and entire agreement between the parties and supersedes all prior agreements and undertakings, oral and written, expressed or implied, or practices, between the parties, and expresses all obligations and restrictions imposed on each of the respective parties during its term. This Agreement may not be amended or changed except by written agreement signed by COMPANY and INDEPENDENT CONTRACTOR. Either party's failure to insist upon strict performance of any provision of this Agreement or exercise any right under this Agreement shall not be construed as a waiver of such provision or right, nor shall such failure excuse the other party from future performance.

**27. LANGUAGE:** The use of any gender in this Agreement shall include all. Other genders and the singular shall include the plural and the plural shall include the singular. The headings herein are for convenience only and shall not be construed as interpretive or as a substantive part of this Agreement.

**28. NOTICES:** All notices under this Agreement shall be in writing and effective when delivered in person, by certified or registered mail (return receipt requested), or by prepaid express delivery service to the relevant undersigned party at its address provided below, or at such other address as such party may from time to time specify in writing. **IN WITNESS WHEREOF,** COMPANY and INDEPENDENT CONTRACTOR hereby sign this Independent Contractor Agreement as of the date first stated above.

**29. UNIFORMS:** A portion of the uniforms will be provided by the COMPANY and must be worn at all times by the INDEPENDENT CONTRACTOR during a scheduled shift. A tool kit can also be purchased by the INDEPENDENT CONTRACTOR from the COMPANY. The INDEPENDENT CONTRACTOR is responsible for purchasing the tools outlined in Schedule J if they choose not to obtain the COMPANY tool kit.

(a) The uniform portion provided by the COMPANY to the INDEPENDENT CONTRACTOR is as follows:

Initial Here





black pants, black shorts, company hat, and company polo shirts. The INDEPENDENT CONTRACTOR can elect to purchase a company jacket or hoodie to wear with the uniform or provide their own plain black jacket or hoodie without verbiage or emblems of any kind. The INDEPENDENT CONTRACTOR is responsible to wear a black belt and black shoes or work boots to complete the uniform. All INDEPENDENT CONTRACTORS that arrive for their scheduled shift out of proper uniform may be sent home at the discretion of the COMPANY.

30. **Terminal Safety:** the Company strives to furnish a terminal free of recognized hazards that could cause physical harm. INDEPENDENT CONTRACTORS are responsible for reporting any unsafe conditions or circumstances to the COMPANY to prevent accidents. Serious or recurring problems involving equipment maintenance or procedural problems that have an adverse effect on an individual's or the Company's wellbeing should be reported to the COMPANY. Failure to immediately report an unsafe condition, injury or contract-related illness occurring while on the job, in accordance with this policy, is considered a violation of the COMPANY's safety policy and may result in filing of a Corrective Action form in Schedule H, up to and including termination of this agreement.

## INDEPENDENT CONTRACTOR AGREEMENT

AGREED:

COMPANY: TMLCORP, Inc.

By: \_\_\_\_\_

Address 1: 7481 East Tanque Verde RoadCity: TucsonState: AZ Zip: 85715FEIN/SSN: 46-4603548By: Independent Contractor

Name Printed: \_\_\_\_\_

Title: DriverAddress 1: 950 W. Main St #227

Address 2: \_\_\_\_\_

City: MesaState: AZ Zip: 85201

Home Terminal \_\_\_\_\_

Phone: (480) 254-1018

Cell Phone: \_\_\_\_\_

FEIN/SSN: 636-01-5914

**SCHEDULE INDEX**

1. **SCHEDULE A: COMPENSATION**
2. **SCHEDULE A-1: CONTRACTOR OPERATING AGREEMENT SETTLEMENT (WITH LEASES TRUCK FROM COMPANY)**
3. **SCHEDULE A-1-A: CONTRACTOR OPERATING AGREEMENT SETTLEMENT (WITH OWNER OPERATED TRUCK / INDEPENDENT CONTRACTOR OWNS TRUCK)**
4. **SCHEDULE A-1-B: ASSETS LISTINGS OF AVAILABLE LEASES**
5. **SCHEDULE A-2: LEASE AGREEMENT**
6. **SCHEDULE A-3: ELECTRONIC LOG BOOK AND HOS**
7. **SCHEDULE A-4: FUEL SURCHARGE TABLE**
8. **SCHEDULE B: ANTI-ALCOHOL POLICY**
9. **SCHEDULE C: INSURANCE AND ALLOCATION OF LIABILITY**
10. **SCHEDULE D: COMMUNICATION SYSTEM / SERVICE AGREEMENT**
11. **SCHEDULE E: ELECTRONIC SHIPMENT UPDATE ADDENDUM**
12. **SCHEDULE F: SAFETY AND PERFORMANCE PROGRAM ADDENDUM**
13. **SCHEDULE G: WITHHOLDING**
14. **SCHEDULE H: CORRECTIVE ACTION FORM**
15. **SCHEDULE I: DEDUCTION FORMS AND RESOLUTION PROCESS**
16. **SCHEDULE J: RECOMMENDED TOOLS**
17. **SCHEDULE K: OPERATING POLICIES**

**SCHEDULE A  
COMPENSATION**

This Schedule A is attached to and made a part of the Independent Contractor Agreement dated as of March 17, 20 15 ("Agreement") by and between TML CORP, Inc. ("COMPANY") and Grayson Middlebrook ("INDEPENDENT CONTRACTOR").

1. TERM: This Schedule A shall be effective beginning March 17, 20 15 (the "Commencement Date") described in Section 2 of the Agreement and shall continue in effect throughout the term of the Agreement, unless amended or revised by both parties in writing.

2. COMPENSATION METHODS: COMPANY agrees to compensate INDEPENDENT CONTRACTOR for carriage of loads tendered by either COMPANY or COMPANY's Customers by utilizing the method set forth in Schedule A-1, which is attached to and made a part of this Schedule A. Any exceptions to the compensation rate set forth in Schedule A, which is attached to and made a part of this Schedule A.

3. FUEL SURCHARGE: INDEPENDENT CONTRACTOR's compensation shall include a Fuel Surcharge. Fuel Surcharge will be determined by COMPANY in Schedule A-4. INDEPENDENT CONTRACTOR is required to participate in COMPANYS Fuel Card Network unless INDEPENDENT CONTRACTOR is in compliance with Section 15 (c). If Section 15(c) applies, fuel purchases will be included in INDEPENDENT CONTRACTORS settlement check(s). INDEPENDENT CONTRACTOR invoices will include a Fuel Surcharge that will be used to compare to INDEPENDENT CONTRACTORS issued fuel card and what was spent on that fuel card each week. This Data is only to be used only as a guide line as to fuel expenses for INDEPENDENT CONTRACTOR if Section 15(c) is not in force.

4. EXPENSES: Expense items, including, but not limited to, scale tickets and tolls that are incurred by INDEPENDENT CONTRACTOR and billed to and collected from a customer separately by COMPANY will be paid to INDEPENDENT CONTRACTOR at a rate of 100%. INDEPENDENT CONTRACTOR must provide documentation of expenses along with load tender number or BOL number to receive reimbursement.

5. DEDUCTIONS: In addition to any other items specified in this Agreement, COMPANY shall have the right to immediately deduct the following items from INDEPENDENT CONTRACTOR's compensation in order to recover costs expended on behalf of INDEPENDENT CONTRACTOR:

- (a) Compensation advances
- (b) Fuel charges
- (c) Fuel taxes
- (d) IRP plate
- (e) Cargo, trailer damage, and other claims (avoidable accidents and insurance deductibles)
- (f) C.O.D. charges
- (g) Fines and penalties
- (h) Insurance costs, including the costs of obtaining and administering said insurance
- (i) Payments for equipment purchased or leased from COMPANY, if any

(j) Deductions required to be made by law, garnishments, tax liens, court-ordered child or spousal support is the responsibility of the INDEPENDENT CONTRACTOR, unless specifically requested due to failed compliance by the INDEPENDENT CONTRACTOR.



(k) Any other expenses or costs incurred by COMPANY for which INDEPENDENT CONTRACTOR is responsible under this Agreement. INDEPENDENT CONTRACTOR hereby waives any objection to any deduction specified in this Section or elsewhere in this Agreement unless INDEPENDENT CONTRACTOR notifies COMPANY in writing of INDEPENDENT CONTRACTOR's objection within thirty (30) days of the deduction. The deduction resolution is outlined in Schedule I.

6. BASE PLATES: If COMPANY is authorized to receive a refund or credit for base plates purchased by INDEPENDENT CONTRACTOR from, and issued in the name of COMPANY, or if base plates are authorized to be sold by COMPANY to another independent contractor, COMPANY shall refund to INDEPENDENT CONTRACTOR a prorated share of the amount received.

AGREED:

COMPANY: TMLCORP, Inc.

By: \_\_\_\_\_

Independent Contractor

By: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Crystina Middlebraut

Date: \_\_\_\_\_

3-17-15



**SCHEDULE A-1**  
**CONTRACTOR OPERATING AGREEMENT SETTLEMENT**  
**(WITH LEASED TRUCK FROM COMPANY)**

YES ☒N/A ☐

This Schedule A-1 is attached to and made a part of the Independent Contractor Agreement dated as of March 17, 2015 ("Agreement") by and between TML CORP, Inc. ("COMPANY") and Wayson Middleton ("INDEPENDENT CONTRACTOR").

1. COMPANY agrees to settle with CONTRACTOR for performance of the contractual obligations imposed by this Agreement as follows. Below is a sample tariff. See Schedule A-1-T for tariff rate offered to the INDEPENDENT CONTRACTOR by the COMPANY.

(a) Shipment Settlement per stop at each shipper or other authorized location for the purpose of picking up or delivery.

2. Local Pick Up & Delivery Rates. For all shipments that are within a 300 mile radius of the Home Terminal of the CONTRACTOR minimum rates. Below Tariff is only for Min/Max Truck Ordered:

3. OTR Rates (Over the Road Semi Tractor): For shipments that the distance traveled either 1 way or round trip are over 300 miles from the home terminal of the INDEPENDENT CONTRACTOR; A Mile rate will be paid on based on "google maps" closest distance per mile rate. If INDEPENDENT CONTRACTOR needs to take a different route that adds miles, this needs to be communicated to dispatch for approval for a revised rate. OTR rates will include 2 hours load and 2 hours unload Driver No Touch. Additional accessorial must be approved by COMPANY in writing.

(a) If INDEPENDENT CONTRACTOR has multiple stops during a trip, regardless if the stops were added after INDEPENDENT CONTRACTOR departed for trip: it is the sole responsibility of the INDEPENDENT CONTRACTOR to ensure they have a rate confirmation that details out the additional stops.

4. CONTRACTOR Minimum: \$20.00 (Truck Ordered Not Used "TONU" charge)

(a) Note that if no shipments are dispatched to INDEPENDENT CONTRACTOR, the invoice needs to state TONU and date for the TONU on Invoice. It is the responsibility of the CONTRACTOR to bill this accordingly. Accessorials will be accepted for TONU charges if proper documentation provided by INDEPENDENT CONTRACTOR.

5. Accessorials: Defined as additional work performed for shippers, consignees for commodities hauled by INDEPENDENT CONTRACTOR under this Agreement:

(a) If INDEPENDENT CONTRACTOR Provides, Advance check, cash or Lumper Fee(s) to shipper or consignee: The amount of the Advance Check, Cash, or Lumper Fee amount plus + \$5.00 will be included on following settlement for INDEPENDENT CONTRACTOR (must include receipt) If COMPANY provides to INDEPENDENT CONTRACTOR an Advance Check, Lumper fee, or Cash, a \$5.00 service fee will be charged. If outside party or customer provides the Advance check, cash, or Lumper Fee. No fee will be charged to INDEPENDENT CONTRACTOR or no fee will be paid to INDEPENDENT CONTRACTOR. If receipt(s) are lost, INDEPENDENT CONTRACTOR will be responsible for paying the Advanced check, Lumper fee, or Cash back to COMPANY.

(b) Detention Time at Shipper or Consignee: INDEPENDENT CONTRACTORS need to supply COMPANY the in and out times verbally and by electronic update of shipments to qualify for Detention time. These times must also match on the Bill Of Lading. If any of the requirements are not met, Detention time will not be paid (Please refer to Schedule A1- or A1-A for rate of detention time to be paid).



5. SETTLEMENT CHECKS. Settlement checks will be issued bi-monthly and seven days after a completed two week period.

**Schedule A1- Sample**

**INDEPENDENT CONTRACTOR RATE SHEET**

Rate Structure 1002015

IC Truck Min & Max Rates Local P&D		
AGENT MIN	Truck Min	Truck Cap
2	\$ 16.00	\$ 20.60
3	\$ 24.00	\$ 30.90
4	\$ 32.00	\$ 41.20
5	\$ 40.00	\$ 51.50
6	\$ 48.00	\$ 61.80
7	\$ 56.00	\$ 72.10
8	\$ 64.00	\$ 82.40
9	\$ 76.00	\$ 93.45
10	\$ 88.00	\$ 110.50
11	\$ 100.00	\$ 126.35
12	\$ 112.00	\$ 141.80
13	\$ 124.00	\$ 157.25
14	\$ 136.00	\$ 172.70

ICSTS Web Updates		
STATUS UPDATE	Local P&D	OTR
Arrived to Shipper	0.20	2.50
Picked Up	.025	2.50
Trailer Dropped PU	0.20	
Attempted PU	Area + Truck Min	
Arrived to Consignee	0.20	2.50
Trailer Dropped DEL	0.20	
Refused	Area + Truck Min	
Attempted DEL	Area + Truck Min	
Delivered	0.25	2.50

IC ACCESSORIALS Local P&D + OTR IC Must Update V&B Shipment Boards			
Accessorial	Local P&D	OTR	Notes
All Accessorials	0.25	0.5	Driver Must Update via IC Accessorial On Web App
Wait Time LTL PU / DEL	10	10	Per Hr / Paid in 30 min. increments Driver must arrive shipment on web
Wait Time FTL PU / DEL	12	12	Per Hr / Paid in 30 min. increments Driver must arrive shipment on web
Lumper Fee PU / DEL	1	1	Must have Copy of Receipt
Lumper Fee Refund	NA	NA	Amount of Lumper + \$5.00 for Advance Must have copy of Lumper
Truck Lease	100	125	Automatically Added and Prorated over all shipments Daily
Truck Insurance	7	7	Automatically Added and Prorated over all shipments Daily
Truck GPS	2.5	2.5	Automatically Added and Prorated over all shipments Daily
Truck Maintenance	25	25	Automatically Added and Prorated over all shipments Daily
Fuel	NA	NA	Fuel will be Added but IC will not be paid if using Customers Fuel Card

Note: Accessorials Must Be Valid On BOL Or Requested By Client To Approve

IC PER SHIPMENT RATE MANIFEST ADDED TO AGENT MIN							
Area / Miles	MIN	300	1000	2000	5000	10000	CAP
A: 0 - 11	\$1.68	\$0.08	\$0.07	\$0.06	\$0.06	\$0.06	\$2.45
B: 11.1 - 22	\$1.96	\$0.08	\$0.07	\$0.07	\$0.07	\$0.07	\$2.80
C: 22.1 - 35	\$2.24	\$0.09	\$0.08	\$0.07	\$0.07	\$0.07	\$3.01
D: 35.1 - 50	\$2.80	\$0.10	\$0.08	\$0.08	\$0.08	\$0.08	\$3.36
E: 50.1 - 63	\$3.08	\$0.11	\$0.10	\$0.09	\$0.09	\$0.09	\$3.70
F: 63.1 - 75	\$3.50	\$0.12	\$0.11	\$0.11	\$0.11	\$0.11	\$4.40
G: 75.1 - 90	\$4.00	\$0.13	\$0.12	\$0.12	\$0.12	\$0.12	\$4.90
H: 90.1 - 100	\$4.80	\$0.17	\$0.16	\$0.14	\$0.14	\$0.14	\$9.80
I: 100 - 120	\$7.00	\$0.19	\$0.18	\$0.17	\$0.17	\$0.17	\$11.20

ICOTR Rates (Over 300 Miles)					
Truck Type	Per Mile Rate	Per Mile Team Rate	Team Split / Per Driver	Add Stop Single Per Stop	Add Team Stops Per Stop Team Split
Sprinter Rate	0.30	0.50	0.25	15	20
Box Truck Rate	0.35	0.60	0.30	20	25
Semi Rate	0.40	0.65	0.33	25	30

Note: OTR Rates Subject to Neg - .02 Per mile Deduction if IC does not Update Shipment status on Web Per HWB

AGREED:

COMPANY: TMLCORP, Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Rayston Middlebrook

Date: \_\_\_\_\_

3-17-15



**SCHEDULE A-1-A  
CONTRACTOR OPERATING AGREEMENT SETTLEMENT  
(WITH OWNER OPERATED TRUCK / INDEPENDENT CONTRACTOR OWNS TRUCK)**

YES ☐N/A ☒

This Schedule A-1-A is attached to and made a part of the Independent Contractor Agreement dated as of 7-15-15, 2015 ("Agreement") by and between TML CORP, Inc. ("COMPANY") and A. M. de la Cruz ("INDEPENDENT CONTRACTOR").

1. COMPANY agrees to settle with CONTRACTOR for performance of the contractual obligations imposed by this Agreement as follows. Below is a sample tariff. See Schedule A-1-A-T for tariff rate offered to the INDEPENDENT CONTRACTOR by the COMPANY.

(a) Shipment Settlement per stop at each shipper or other authorized location for the purpose of picking up or delivery.

2. Local Pick Up & Delivery Rates. For all shipments that are within a 300 mile radius of the Home Terminal of the CONTRACTOR minimum rates. Below Tariff is only for Min/Max Truck Ordered:

3. OTR Rates (Over the Road Semi Tractor): For shipments that the distance traveled either 1 way or round trip are over 300 miles from the home terminal of the INDEPENDENT CONTRACTOR; A Mile rate will be paid on based on "google maps" closest distance per mile rate. If INDEPENDENT CONTRACTOR needs to take a different route that adds miles, this needs to be communicated to dispatch for approval for a revised rate. OTR rates will include 2 hours load and 2 hours unload Driver No Touch. Additional accessorial must be approved by COMPANY in writing.

(a) If INDEPENDENT CONTRACTOR has multiple stops during a trip, regardless if the stops were added after INDEPENDENT CONTRACTOR departed for trip: it is the sole responsibility of the INDEPENDENT CONTRACTOR to ensure they have a rate confirmation that details out the additional stops.

4. CONTRACTOR Minimum: \$20.00 (Truck Ordered Not Used "TONU" charge)

(a) Note that if no shipments are dispatched to INDEPENDENT CONTRACTOR, the invoice needs to state TONU and date for the TONU on invoice. It is the responsibility of the CONTRACTOR to bill this accordingly. Accessorials will be accepted for TONU charges if proper documentation provided by INDEPENDENT CONTRACTOR.

5. Accessorials: Defined as additional work performed for shippers, consignees for commodities hauled by INDEPENDENT CONTRACTOR under this Agreement:

(a) If INDEPENDENT CONTRACTOR Provides, Advance check, cash or Lumper Fee(s) to shipper or consignee: The amount of the Advance Check, Cash, or Lumper Fee amount plus + \$5.00 will be included on following settlement for INDEPENDENT CONTRACTOR (must include receipt) If COMPANY provides to INDEPENDENT CONTRACTOR an Advance Check, Lumper fee, or Cash, a \$5.00 service fee will be charged. If outside party or customer provides the Advance check, cash, or Lumper Fee. No fee will be charged to INDEPENDENT CONTRACTOR or no fee will be paid to INDEPENDENT CONTRACTOR. If receipt(s) are lost, INDEPENDENT CONTRACTOR will be responsible for paying the Advanced check, Lumper fee, or Cash back to COMPANY.

(b) Detention Time at Shipper or Consignee: INDEPENDENT CONTRACTORS need to supply COMPANY the in and out times verbally and by electronic update of shipments to qualify for Detention time. These times must also match on the Bill Of Lading. If any of the requirements are not met, Detention time will not be paid (Please refer to Schedule A1- or A1-A for rate of detention time to be paid).





**TMLCORP**

7481 E. Tanque Verde Rd.  
Tucson, AZ 85706

www.tmlcorp.co

5. SETTLEMENT CHECKS, Settlement checks will be issued bi-monthly and seven days after a completed two week period.

### Schedule A1-A - Sample

#### INDEPENDENT CONTRACTOR RATE SHEET

Rate Structure 1002015

IC Truck Min & Max Rates Local P&D		
AGENT MIN	Truck Min	Truck Cap
2	\$ 18.00	\$ 20.80
3	\$ 24.00	\$ 30.90
4	\$ 32.00	\$ 41.20
5	\$ 40.00	\$ 51.50
6	\$ 48.00	\$ 61.80
7	\$ 56.00	\$ 72.10
8	\$ 64.00	\$ 82.40
9	\$ 76.00	\$ 95.45
10	\$ 88.00	\$ 110.90
11	\$ 100.00	\$ 126.35
12	\$ 112.00	\$ 141.80
13	\$ 124.00	\$ 157.25
14	\$ 136.00	\$ 172.70

IC STS Web Updates		
STATUS UPDATE	Local P&D	OTR
Arrived to Shipper	0.30	2.50
Picked Up	0.25	2.50
Trailer Drops off PU	0.25	
Accepted PU	Area + Truck Min	
Arrived to Consignee	0.30	2.50
Trailer Dropped DEL	0.30	
Refused	Area + Truck Min	
Accepted DEL	Area + Truck Min	
Delivered	0.25	2.50

IC ACCESSORIALS Local P&D + OTR IC Must Update Shipments Board			
Accessorial	Local P&D	OTR	Notes
All Accessorials	0.25	0.5	Driver Must Update via IC Accessorial On Web App
Wait Time LTL PU / DEL	30	30	Per Hr / Fuel 30 min. Independent Driver must arrive shipment on web
Wait Time FTL PU / DEL	12	32	Per Hr / Fuel 30 min. Independent Driver must arrive shipment on web
Lumper Fee PU / DEL	1	1	Must have Copy of Receipt
Lumper Fee Refund	NA	NA	Amount of Lumper 4.5.00 for Advances Must have copy of Lumper
Truck Lease	100	125	Automatically Added and Prorated over all shipments Daily
Truck Insurance	7	7	Automatically Added and Prorated over all shipments Daily
Truck GPS	2.5	2.5	Automatically Added and Prorated over all shipments Daily
Truck Maintenance	25	25	Automatically Added and Prorated over all shipments Daily
Fuel	NA	NA	Fuel will be Added but IC will not be paid if using Customers Fuel Card

Note: Accessorials Must Be Valid On BOL Or Rejected By Client Or Approve

IC PER SHIPMENT RATE MANIFEST ADDED TO AGENT ARM							
Area / Miles	0-10	101-200	201-300	301-400	401-500	501-600	CAP
A: 0-10	\$1.68	\$0.08	\$0.07	\$0.06	\$0.06	\$0.06	\$2.45
B: 11-20	\$1.96	\$0.08	\$0.07	\$0.07	\$0.07	\$0.07	\$2.80
C: 21-30	\$2.24	\$0.09	\$0.08	\$0.07	\$0.07	\$0.07	\$3.08
D: 31-40	\$2.52	\$0.10	\$0.08	\$0.08	\$0.08	\$0.08	\$3.36
E: 41-50	\$2.80	\$0.11	\$0.10	\$0.09	\$0.09	\$0.09	\$3.70
F: 51-60	\$3.08	\$0.12	\$0.11	\$0.11	\$0.11	\$0.11	\$4.00
G: 61-70	\$3.36	\$0.13	\$0.12	\$0.12	\$0.12	\$0.12	\$4.30
H: 71-80	\$3.64	\$0.14	\$0.13	\$0.13	\$0.13	\$0.13	\$4.60
I: 81-90	\$3.92	\$0.15	\$0.14	\$0.14	\$0.14	\$0.14	\$4.90
J: 91-100	\$4.20	\$0.16	\$0.15	\$0.15	\$0.15	\$0.15	\$5.20
K: 101-120	\$4.48	\$0.17	\$0.16	\$0.16	\$0.16	\$0.16	\$5.50
L: 121-140	\$4.76	\$0.18	\$0.17	\$0.17	\$0.17	\$0.17	\$5.80
M: 141-160	\$5.04	\$0.19	\$0.18	\$0.18	\$0.18	\$0.18	\$6.10
N: 161-180	\$5.32	\$0.20	\$0.19	\$0.19	\$0.19	\$0.19	\$6.40
O: 181-200	\$5.60	\$0.21	\$0.20	\$0.20	\$0.20	\$0.20	\$6.70

ICOTR Rates (Over 300 Miles)					
Truck Type	Per Mile Rate	Per Mile Team Rate	Team Split / Per Driver	Add Stop Single Per Stop	Add Team Stops Per Stop Team Split
Sprinter Rate	0.50	0.50	0.25	15	20
Box Truck Rate	0.55	0.60	0.30	20	25
Semi Rate	0.60	0.65	0.35	25	30

Note: OTR Rates Subject to Neg - 0.02 Per mile Deduction if IC does not Update Shipment status on Web App FMS

AGREED:

COMPANY: TMLCORP, Inc.

By: \_\_\_\_\_

By: [Signature]  
Independent Contractor

Name Printed: C. Middlebrook

Date: 7-15-15



### SCHEDULE A-1-B ASSETS LISTING OF AVAILABLE LEASES

This Schedule A-1-B is attached to and made a part of the Independent Contractor Agreement dated as of March 17, 2015 ("Agreement") by and between TML CORP, Inc. ("COMPANY") and CRAYSON WOODBERRY ("INDEPENDENT CONTRACTOR").

1. COMPANY agrees to list all current assets below currently available for lease.
2. COMPANY can add assets without notice that can be available for lease.

Truck #	VIN	Type	Vehicle Type	License Plate	YEAR
25	KMHCT4AE6CU089894	ACCENT	HYUNDAI	0	2011
50	1FTNW21S6YEE10378	F-250	Ford	CF91820	2000
100	WD0PE845185335018	Sprinter	Dodge	CG62943	2008
101	2B7KB31Z9LK728095	Dodge	Van	CH04305	1990
102	2B7KB31Z9LK728095	Dodge	Dodge	0	2014
103	3C6TRVDG4EE104469	Dodge	Dodge	0	2014
3106	1HTMMAAL73H560112	Box 24	INTL RAIL	CG38003	2003
3110	1HTMMAAL43H560116	Box 24	INTL RAIL	CG50831	2003
3127	1HTMMAAL23H583541	Box 24	INTL	CG50762	2003
3125	1HTMMAAL43H583539	Box 24	5341882	CG50830	2003
3130	1HTMMAAL83H583544	Box 24	INTL	CG50763	2003
3140	1HTMMAAL76H324578	Box 26	INTL	CH73154	2008
3141	1HTMMAAL88H539819	Box 24	INTL	0	2006
3142	1HTMMAAL58H535815	Box 24	INTL	0	2008
3143	1HTMMAAL38H535814	Box 24	INTL	CH73156	2008
3144	1HTMMAAL16H162723	Box 24	INTL	CH73153	2006
3145	1FVACWDCX7DY15493	Box 24 Refer	INTL	CJ01760	2009
4100	1FVXZCYB4KH409526	FUEL TRUCK	Freightliner	CH14683	1989
5101	1FUBACASX3DL04787	Semi Single	Freightliner	CG50761	2003
5102	1FUBACAS13DL04788	Semi Single	Freightliner	CG50634	2003
6100	1FUJA6AV73PK33439	Twin Screw	Freightliner	CG50639	2003
6101	1FUJA6AV03LL09915	Twin Screw	Freightliner	CG50635	2003
6102	1FUJA6AS74LM29220	Twin Screw	Freightliner	AE03374	2003
6103	1FUJA6ASX4LM26277	Twin Screw	Freightliner	AA03375	2004
6104	1FUJA6ASX4LM26327	Twin Screw	Freightliner	AE03376	2004
6105	1FUJA6AS34LM25956	Twin Screw	Freightliner	AE03377	2004
7000	1FUJA6AV76PV18324	Sleeper	Freightliner	AE03147	2006
7001	1FUJA3AV96PV18311	Sleeper	Freightliner	AE03148	2006
7003	1FUJA6AV56PV18290	Sleeper	Freightliner	AE03379	2006
7004	1FUJA6CKX6DU12597	Sleeper	Freightliner	0	2006
7005	1FUJA6CK66DU12600	Sleeper	Freightliner	0	2006

SCHEDULE A-2  
LEASE AGREEMENT

Schedule A-2 is attached to and made a part of the Independent Contractor Agreement dated as of March 17, 2015 ("Agreement") by and between TMLCORP, Inc. ("COMPANY") and ("INDEPENDENT CONTRACTOR").

COMPANY offers a Truck Leasing Program for INDEPENDENT CONTRACTORS.

Please check box below to determine INDEPENDENT CONTRACTORS choice.

INDEPENDENT CONTRACTOR: LEASE TRUCK FROM COMPANY

YES ☒

NO ☐

If yes is checked. INDEPENDENT CONTRACTOR is required to fill out Lease Agreement (below) & Subject to Rates on SCHEDULE A-1

If no is checked. INDEPENDENT CONTRACTOR not required to fill out Lease Agreement & Subject to Rates on SCHEDULE A-1-A.

THIS LEASE AGREEMENT is made and entered into this 17 day of March 2015, (the "Effective Date") by and between TMLCORP, a Delaware corporation with its principal place of business at 5990 South Country Club Dr, Tucson, Az. 85706 ("LESSOR") hereinafter referred to as COMPANY and (Name of Business) Rayshir Mido Lobero K, ("LESSEE"), located at located at (Address) 9001 MAW ST #227, (City) MSA (State) AZ (Zip) 85201 hereinafter referred to as INDEPENDENT CONTRACTOR.

## WITNESSETH:

- (1) COMPANY contracts with a motor contract carrier of property authorized by the Federal Highway Administration to provide transportation of property under contract with shippers and receivers of general commodities, and;
- (2) COMPANY contracts with the owner of equipment described in Schedule A1-B and is duly authorized and empowered to execute this agreement.

NOW THEREFORE, in consideration of the representation made herein, the parties agree as follows:

- (1) The COMPANY hereby leases the equipment to INDEPENDENT CONTRACTOR, owned and described in Schedule A1-B. COMPANY certifies that equipment subject to this lease meets U.S. Department of Transportation (DOT) safety requirements and standards, and that INDEPENDENT CONTRACTOR shall inspect such equipment and shall determine that such requirements and standards have been met at the time of execution of this lease.
- (2) Possession of equipment will be transferred under the terms of this lease from COMPANY to INDEPENDENT CONTRACTOR beginning at the date and time of execution of this agreement and continue until cancellation is served by either INDEPENDENT CONTRACTOR or COMPANY in writing. At such time as this lease agreement is terminated, COMPANY agrees to furnish INDEPENDENT CONTRACTOR with a written receipt to show that COMPANY retakes possession of the equipment.
- (3) During the tenure of this lease agreement, the INDEPENDENT CONTRACTOR shall have exclusive possession, control, and use of the equipment, and shall assume complete responsibility for the operation of the



equipment for the duration of the lease. COMPANY agrees to properly identify equipment with the Federal Highway Administration's "MC" number and "DOT" number. INDEPENDENT CONTRACTOR has the right to not use equipment for any period of time. If INDEPENDENT CONTRACTOR has deemed necessary to not use equipment during a certain period of time, the equipment can be made available to other INDEPENDENT CONTRACTORS that are also under a lease contract. The INDEPENDENT CONTRACTOR will not be responsible for payments or the equipment during that period of time. Additional equipment can be added to COMPANY'S fleet at any time and be available for INDEPENDENT CONTRACTOR'S use under this same lease agreement.

(4) INDEPENDENT CONTRACTOR agrees to comply with all safety regulations required by the Department of Transportation and the various States in which operations are conducted.

(5) LEASE RATES from INDEPENDENT CONTRACTOR TO COMPANY are attached in Schedule A-1. The lease rates will be prorated on a daily basis based on the use of the equipment.

(6) INSURANCE: The insurance is paid by COMPANY, such costs will be charged back in INDEPENDENT CONTRACTOR during the lease. The COMPANY has a legal obligation and the responsibility to maintain liability and cargo insurance coverage for the protection of the public as required by Federal Highway Administration regulations under 49 U.S.C. 10927, as amended by Public Law 104-88. All insurance cost for the operation of COMPANY's equipment while in the service of INDEPENDENT CONTRACTOR shall be paid by COMPANY and charged back to INDEPENDENT CONTRACTOR. See Schedule A-1.

(7) MAINTENANCE: The COMPANY will be responsible for providing repairs and maintenance to the truck(s) while in the service. The INDEPENDENT CONTRACTOR will be charged a per day maintenance fee to cover the associated maintenance costs to the equipment Schedule A-1. The COMPANY is not required to purchase or rent any products, equipment, or services from INDEPENDENT CONTRACTOR as a condition of entering into this lease agreement.

(8) The INDEPENDENT CONTRACTOR shall be liable for the entire loss or damage to cargo and third person or property resulting from negligent, willful or intentional act of the INDEPENDENT CONTRACTOR, his agent or employees. This shall include, but is not limited to, colliding with overhead structures, and cargo loss due to improper or negligent securing by the INDEPENDENT CONTRACTOR, his agents or employees. In the event either party commits as material breach of any terms of this Agreement, the other party shall have right to terminate this Agreement immediately and hold the party committing the breach liable for damages, including all court costs and attorney's fees.

(9) It is agreed that the services of INDEPENDENT CONTRACTOR under the terms of this lease agreement is that the COMPANY and INDEPENDENT CONTRACTOR have no "employee-employer" relationship. INDEPENDENT CONTRACTOR is therefore responsible for providing his own workmen's compensation insurance, employment and income taxes, etc. Further, any drivers or employees of INDEPENDENT CONTRACTOR are the complete responsibility of the INDEPENDENT CONTRACTOR.

(10) Maintenance and Repairs to Vehicles. For each vehicle, COMPANY will provide lubricants, tires, tubes, and all other operating supplies, perform all maintenance and repairs, and supply all labor and parts required to keep the Vehicle in service. INDEPENDENT CONTRACTOR agrees to return each Vehicle to the designated home terminal of the Vehicle immediately when any repairs are necessary and return the Vehicle to the home terminal for performance of those repairs.



(11) Substitute Vehicles. If a mechanical failure renders a Vehicle temporarily inoperable, Company agrees to supply INDEPENDENT CONTRACTOR, as nearly as practicable the same size as the inoperable Vehicle, (a "Substitute Vehicle"), at the same rate. Company will not furnish a Substitute Vehicle for any Vehicle that is out of service; (i) for preventive maintenance; (ii) due to driver abuse; (iii) for repair of Physical Damage resulting from any cause, including fire, collision, upset, vandalism or Act of God; (iv) due to INDEPENDENT CONTRACTOR violation of this Agreement; or (v) for repair or maintenance of special equipment that COMPANY is not responsible for maintaining. COMPANY will not furnish a Substitute Vehicle for any Vehicle that is lost or stolen.

(12) Emergency Road Service. COMPANY agrees to provide road service for mechanical or tire failure (unless it results from an accident, driver abuse or a violation of this Agreement). Where COMPANY is not responsible for road service, company will coordinate road service for you at your expense.

(13) Additional Repairs. Regardless of any other provision of this Agreement, INDEPENDENT CONTRACTOR agrees to pay for all damage, repairs, maintenance, and related expenses resulting from the operation of a Vehicle in violation of this Agreement.

(14) This lease agreement may be canceled upon written notice by either COMPANY or INDEPENDENT CONTRACTOR. It is agreed that any loads in transit will be delivered prior to cancellation and all required paperwork will be turned in prior to final settlement. Any costs incurred by INDEPENDENT CONTRACTOR to complete the delivery of a load in transit will be charged to the COMPANY. The COMPANY agrees to remove identification signs or devices from the equipment upon the termination of the lease and return such signs or devices to the INDEPENDENT CONTRACTOR. If identification has been painted directly on the equipment, then COMPANY agrees to furnish a photograph of both sides of the equipment showing identification has been removed or painted over. Failure to furnish evidence of the removal of identification from the equipment will result in the withholding of the final settlement.

(15) This AGREEMENT is to become effective \_\_\_\_\_, and shall remain in effect for a period of one year from such date, and from year to year thereafter, subject to the right of either party hereto to cancel or terminate the AGREEMENT at any time with written notice of one party or the other. IN WITNESS WHEREOF, this agreement has been entered into and executed by duly authorized representatives of COMPANY and INDEPENDENT CONTRACTOR.

AGREED:

COMPANY: TMLCORP, Inc.

By: \_\_\_\_\_

Independent Contractor

By: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Date: \_\_\_\_\_

3-17-15

**SCHEDULE A - 3  
ELECTRONIC LOG BOOK AND HOS**

This Schedule A-3 is attached to and made a part of the Independent Contractor Agreement dated as of March 17, 2015 ("Agreement") by and between TMLCORP, Inc. ("COMPANY") and ("INDEPENDENT CONTRACTOR").

1. MILES REPORTING / DOT COMPLIANCE: INDEPENDENT CONTRACTOR will be assigned a user name and login for the ELD (Electronic on-board recorder). Independent Contractors must be in compliance with the FMCSA (Federal Motor Carrier Safety Administration) <http://www.fmcsa.dot.gov/regulations/hours-of-service>. Independent Contractors must submit HOS logs when returning to home terminal or minimum every 14 days. All OTR "over the road" are required to fill out IFTA trip sheets and keep fuel receipts. After each trip, these must be turned in.

AGREED:

COMPANY: TMLCORP, Inc.

By: \_\_\_\_\_

Independent Contractor

By: \_\_\_\_\_

Name Printed: \_\_\_\_\_

C. Middlebrook

Date: \_\_\_\_\_

3-17-15

**SCHEDULE A - 4  
FUEL SURCHARGE TABLE**

This Schedule A-4 is attached to and made a part of the Independent Contractor Agreement dated as of March 17, 2015 ("Agreement") by and between TMLCORP, Inc. ("COMPANY") and ("INDEPENDENT CONTRACTOR").

Price per Gallon	Price per Gallon	%
From	To	%
2.00	2.09	9.0%
2.10	2.19	10.0%
2.20	2.29	11.0%
2.30	2.39	12.0%
2.40	2.49	13.0%
2.50	2.59	14.0%
2.60	2.69	15.0%
2.70	2.79	16.0%
2.80	2.89	17.0%
2.90	2.99	18.0%
3.00	3.09	19.0%
3.10	3.19	20.0%
3.20	3.29	21.0%
3.30	3.39	22.0%
3.40	3.49	23.0%
3.50	3.59	24.0%
3.60	3.69	25.0%
3.70	3.79	26.0%
3.80	3.89	27.0%
3.90	3.99	28.0%
4.00	4.09	29.0%
4.10	4.19	30.0%
4.20	4.29	31.0%
4.30	4.39	32.0%
4.40	4.49	33.0%

Price per Gallon	Price per Gallon	%
From	To	%
4.40	4.49	33.0%
4.50	4.59	34.0%
4.60	4.69	35.0%
4.70	4.79	36.0%
4.80	4.89	37.0%
4.90	4.99	38.0%
5.00	5.09	39.0%
5.10	5.19	40.0%
5.20	5.29	41.0%
5.30	5.39	42.0%
5.40	5.49	43.0%
5.50	5.59	44.0%
5.60	5.69	45.0%
5.70	5.79	46.0%
5.80	5.89	47.0%
5.90	5.99	48.0%
6.00	6.09	49.0%
6.10	6.19	50.0%
6.20	6.29	51.0%
6.30	6.39	52.0%
6.40	6.49	53.0%
6.50	6.59	54.0%
6.60	6.69	55.0%
6.70	6.79	56.0%
6.80	6.89	57.0%

\* Above Fuel Rates for INDEPENDENT CONTRACTORS that choose to pay Fuel.

\* The loaded miles determine the Mileage / MPG bracket

\* The Fuel Stabilization rate per mile is paid on all approved, dispatched, practical miles

\* This table is subject to change and is available via email or written request to TML

\* See Section 15 (c) for information regarding COMPANY Fuel Cards

AGREED:

COMPANY: TMLCORP, Inc.

By: \_\_\_\_\_

Independent Contractor

By: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Date: \_\_\_\_\_

3-17-15



**SCHEDULE B  
ANTI-DRUG AND ALCOHOL POLICY**

This Schedule B is attached to and made a part of the Independent Contractor Agreement dated as of March 17, 2018 ("Agreement") by and between TMLCORP, Inc. ("COMPANY") and ("INDEPENDENT CONTRACTOR").

As required under Regulations adopted by the U.S. Department of Transportation, COMPANY has adopted a policy on the use of controlled substances and the misuse of alcohol (the "Policy") as follows:

Any Employee, helper or other worker provided by INDEPENDENT CONTRACTOR who is performing a safety sensitive function for COMPANY will be subject to testing for use of controlled substances and misuse of alcohol as required under Title 49 Part 382 of the U.S. Code of Federal Regulations ("Regulations"). Pre-employment, post-accident, random and reasonable suspicion testing will be required as provided in the Regulations.

Independent Contractor agrees that it will comply with the terms of the Policy, as communicated to INDEPENDENT CONTRACTOR by COMPANY, with respect to any Employee who has been found to be in violation of the Regulations. Violation of the Policy by INDEPENDENT CONTRACTOR will be a default by INDEPENDENT CONTRACTOR under the Agreement requiring immediate termination of the Agreement.

Further details concerning this Policy are available from the offices of COMPANY. Accepted and agreed to Schedule B as of March 17, 2018 by and between the parties set forth below.

AGREED:

COMPANY: TMLCORP, Inc.

By: [Signature]

Independent Contractor  
By: [Signature]  
Name Printed: C. M. Middlebrook  
Date: 3-17-18



**SCHEDULE C  
INSURANCE AND ALLOCATION OF LIABILITY**

This Schedule C is attached to and made a part of the Independent Contractor Agreement dated as of MARCH 17, 2015 ("Agreement") by and between TMLCORP, Inc. ("COMPANY") and ("INDEPENDENT CONTRACTOR").

1. COMPANY'S INSURANCE OBLIGATIONS. It shall be COMPANY's responsibility, pursuant to DOT regulations promulgated under 49 U.S.C. § 13906 and pursuant to applicable state laws, to provide public liability, property damage, and cargo liability insurance for the Equipment at all times while the Equipment is being operated on behalf of COMPANY.

2. INDEPENDENT CONTRACTOR'S INSURANCE OBLIGATIONS. INDEPENDENT CONTRACTOR shall maintain, at its sole cost and expense, and in form and content satisfactory to COMPANY, the following minimum insurance coverage's during this Agreement:

(a) NON-TRUCKING LIABILITY - INDEPENDENT CONTRACTOR shall procure, carry, and maintain public liability and property damage insurance which shall provide coverage to INDEPENDENT CONTRACTOR whenever the Equipment is not being operated on behalf of COMPANY. In a combined single limit of not less than One Million Dollars (\$1,000,000) for injury of death to any person or for damages to property in any one occurrence. Such coverage shall be no less comprehensive than the coverage COMPANY will facilitate on INDEPENDENT CONTRACTOR's behalf if INDEPENDENT CONTRACTOR so chooses, as provided in Section 5 of this Appendix. In addition, such coverage shall be primary to any other insurance that may be available from COMPANY. INDEPENDENT CONTRACTOR shall be responsible for all deductible amounts and for any lessor damage in excess of the policy limit (Redline Insurance Requirements).

(b) WORKERS' COMPENSATION/OCCUPATIONAL ACCIDENT INSURANCE. INDEPENDENT CONTRACTOR shall provide workers' compensation insurance coverage or use OCAC insurance for their INDEPENDENT CONTRACTOR (if a natural person), all of its employees and agents, anyone driving the Equipment, and any other persons required to be covered under the worker's compensation law of any state that is reasonably likely to have jurisdiction over INDEPENDENT CONTRACTOR's business operations and in amounts not less than the statutory limits required by such applicable state law. The worker's compensation insurance policy shall provide principal coverage in Arizona as well as the state in which the work is principally localized, and shall provide "other states coverage" that excludes only North Dakota, Ohio, Washington, West Virginia, and Wyoming. As evidence of such coverage, INDEPENDENT CONTRACTOR shall provide COMPANY with a copy of the insurance policy declarations page for COMPANY's verification before operating the Equipment under this Agreement. Such coverage shall be no less comprehensive than the coverage COMPANY will facilitate on INDEPENDENT CONTRACTOR's behalf if INDEPENDENT CONTRACTOR so chooses, as provided in Section 5 of this Appendix. If (a) INDEPENDENT CONTRACTOR is the sole owner and the sole and exclusive operator of the Equipment and (b) the state in which the work is principally localized is not Colorado, Nevada, New Jersey, New York, or North Carolina, then INDEPENDENT CONTRACTOR may, as an alternative to obtaining workers' compensation coverage, obtain occupational accident insurance, also known as (OCAC) policy that includes either an endorsement or a separate policy provision whereby the insurer provides, or agrees to provide, workers' compensation coverage that becomes effective for a claim by INDEPENDENT CONTRACTOR alleging employee status. Such occupational accident insurance coverage shall be no less comprehensive than the coverage COMPANY will facilitate on INDEPENDENT CONTRACTOR's behalf if INDEPENDENT CONTRACTOR so chooses, as provided in Section 5 of this Appendix.

(c) OTHER INSURANCE. In addition to the insurance coverage's required under this Agreement, it is INDEPENDENT CONTRACTOR'S responsibility to procure, carry and maintain any fire, theft, uninsured and/or underinsured motorist, and physical damage (collision), or other insurance coverage that INDEPENDENT CONTRACTOR may desire for the Equipment or for INDEPENDENT CONTRACTOR's health care or other needs. As provided in this Agreement. INDEPENDENT CONTRACTOR holds COMPANY harmless with respect to loss of or damage to INDEPENDENT CONTRACTOR's Equipment, trailer, or other property, and COMPANY has no responsibility to procure, carry, or maintain any insurance covering loss of or damage to INDEPENDENT CONTRACTOR's Equipment, trailer, or other property. INDEPENDENT CONTRACTOR acknowledges that



COMPANY may, and INDEPENDENT CONTRACTOR hereby authorizes COMPANY to, waive and reject no-fault, uninsured, and underinsured motorist coverage from COMPANY's insurance policies to the extent allowed under Arizona law (or such other state law where the Equipment is principally garaged), and INDEPENDENT CONTRACTOR shall cooperate in the completion of all necessary documentation for such waiver, election, or rejection.

**3. REQUIREMENTS APPLICABLE TO ALL OF INDEPENDENT CONTRACTOR'S INSURANCE COVERAGES.** INDEPENDENT CONTRACTOR shall procure insurance policies providing the above-described coverage's solely from insurance COMPANYs that are A.M. Best "A" -rated, and INDEPENDENT CONTRACTOR shall not operate the Equipment under this Agreement unless and until COMPANY has determined that the policies are acceptable (COMPANY's approval shall not be unreasonably withheld), INDEPENDENT CONTRACTOR shall furnish to COMPANY written certificates obtained from INDEPENDENT CONTRACTOR'S insurance COMPANYs showing that all insurance coverage's required above have been procured from A.M. Best "A" rated insurance COMPANYs, that the coverage's are being properly maintained, and that the premiums thereof are paid. Each insurance certificate shall specify the name of the insurance COMPANY, the policy number, and the expiration date; list COMPANY as an additional insured with primary coverage; and show that written notice of cancellation or modification of the policy shall be given to COMPANY at least thirty (30) days prior to such cancellation or modification.

**4. INDEPENDENT CONTRACTOR'S LIABILITY IF REQUIRED COVERAGES ARE NOT MAINTAINED.** In addition to INDEPENDENT CONTRACTOR's hold harmless/indemnity obligations to COMPANY under the Agreement, INDEPENDENT CONTRACTOR agrees to defend, indemnify, and hold COMPANY harmless from any direct, indirect, or consequential loss, damage, fine, expense, including reasonable attorney fees, actions, claim for injury to persons, including death, and damage to property that COMPANY may incur arising out of or in connection with INDEPENDENT CONTRACTOR'S failure to maintain the insurance coverage's required by this Agreement. In addition, INDEPENDENT CONTRACTOR, on behalf of its insurer, expressly waives all subrogation rights against COMPANY, and, in the event of a subrogation action brought by INDEPENDENT CONTRACTOR's insurer, INDEPENDENT CONTRACTOR agrees to defend, indemnify, and hold COMPANY harmless from such claim.

**5. AVAILABILITY OF INSURANCE FACILITATED BY COMPANY.** INDEPENDENT CONTRACTOR is not required to, but may, if it so chooses by initialing one or more boxes in the right-hand column of the attached "CERTIFICATE OF INSURANCE," authorize COMPANY to facilitate, on INDEPENDENT CONTRACTOR'S behalf, the insurance coverage's required or made optional by this Agreement. In any such case, COMPANY shall deduct, from INDEPENDENT CONTRACTOR settlement compensation, amounts reflecting all of COMPANY's expense and cost in obtaining and administering such coverage. In addition, if INDEPENDENT CONTRACTOR fails to provide proper evidence of the purchase or maintenance of the insurance required above, then COMPANY is authorized but not required to obtain such insurance at INDEPENDENT CONTRACTOR's expense and deduct, from INDEPENDENT CONTRACTOR's settlement compensation, amounts reflecting all of COMPANY's expense in obtaining and administering such coverage. INDEPENDENT CONTRACTOR recognizes that COMPANY is not in the business of selling insurance, and any insurance coverage requested by INDEPENDENT CONTRACTOR from COMPANY is subject to all of the terms, conditions, and exclusions of the actual policy issued by the insurance underwriter. COMPANY shall ensure that INDEPENDENT CONTRACTOR is provided with a certificate of insurance (as required by 49 C.F.R. §376.120). For each insurance policy under which the INDEPENDENT CONTRACTOR has authorized COMPANY to facilitate insurance coverage from the insurance underwriter (each such certificate to include the name of the insurer, the policy number, the effective dates of the policy, the amounts and types of coverage, the cost to INDEPENDENT CONTRACTOR for each type of coverage, and the deductible amount for each type of coverage for which INDEPENDENT CONTRACTOR may be liable), and COMPANY shall provide INDEPENDENT CONTRACTOR with a copy of each policy upon request.

**6. CHANGES IN COST OR OTHER DETAILS OF COVERAGES.** If COMPANY is facilitating any insurance coverage's for INDEPENDENT CONTRACTOR pursuant to Section 5 of this Appendix and the cost to INDEPENDENT CONTRACTOR for, or other details of, a coverage changes from the information listed in the attached "CERTIFICATE OF INSURANCE", INDEPENDENT CONTRACTOR will be so notified by personal delivery, fax, or other written notice. In any event, INDEPENDENT CONTRACTOR shall not be subject to any such change until ten (10) calendar days after such notice or such later time as is set forth in the notice.



INDEPENDENT CONTRACTOR's failure, by the end of ten (10) calendar days after such notice, to notify COMPANY of any objection to the change shall constitute INDEPENDENT CONTRACTOR's express consent and authorization to COMPANY to implement the change and modify accordingly the deductions from INDEPENDENT CONTRACTOR's settlement compensation, beginning immediately after the 10-day period. Such modified amounts shall replace and supersede those shown in the Certificate of Insurance and COMPANY shall not have an obligation to also provide a revised Certificate of Insurance. If INDEPENDENT CONTRACTOR fails to notify COMPANY of any objection within the 10-day period - or if INDEPENDENT CONTRACTOR notifies COMPANY of its objection within the 10-day period and INDEPENDENT CONTRACTOR and COMPANY are then unable to resolve the matter to their mutual satisfaction -- INDEPENDENT CONTRACTOR and COMPANY shall each have the right to terminate this Agreement effective immediately upon the change becoming effective (although INDEPENDENT CONTRACTOR shall remain subject to the change until INDEPENDENT CONTRACTOR's termination's effective date and time).


Independent Contractor: Please check box the below insurance options:

Insurance Type	COMPANY (will provide with fees)	IC (will provide)
General Liability	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Automobile Liability	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Workers Compensation	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Occupational accident (OCAC)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cargo	<input checked="" type="checkbox"/>	<input type="checkbox"/>

AGREED:

COMPANY: TMLCORP, Inc.

By: 

Independent Contractor  
By:   
Name Printed: C. W. Applebrook  
Date: 3-17-15



**SCHEDULE D  
COMMUNICATIONS SYSTEM / SERVICE AGREEMENT**

This Schedule D is attached to and made a part of the Independent Contractor Agreement dated as of March 17, 2015 ("Agreement") by and between TMLCORP, Inc. ("COMPANY") and ("INDEPENDENT CONTRACTOR").

THIS COMMUNICATIONS SYSTEM / SERVICE AGREEMENT ("Agreement") is made and entered into this 17 day of March, 2015, by and between TML CORP, Inc., a Delaware corporation with its principal place of business at 7481 East Tanque Verde Road, Tucson, AZ 85715 ("COMPANY") and ("INDEPENDENT CONTRACTOR").

WHEREAS, COMPANY and INDEPENDENT CONTRACTOR are parties to an INDEPENDENT CONTRACTOR AGREEMENT dated (the "ICA"); and WHEREAS, INDEPENDENT CONTRACTOR is required under the ICA to obtain (and install, if applicable), at INDEPENDENT CONTRACTOR's sole expense, a COMPANY-compatible communications system ("Communications System") for each vehicle to be used in performing INDEPENDENT CONTRACTOR's obligations under the ICA; and WHEREAS, INDEPENDENT CONTRACTOR is not required under the ICA to purchase or lease a Communications System or any other products, equipment, or services from COMPANY; and WHEREAS, INDEPENDENT CONTRACTOR wishes to purchase or otherwise obtain the use of certain Communications System(s) equipment and services necessary to operate such Communications System(s) equipment from COMPANY; and WHEREAS, COMPANY is willing to sell or otherwise provide such Communications System(s) equipment and services to INDEPENDENT CONTRACTOR. NOW, THEREFORE, in consideration of the mutual covenants herein contained, and pursuant to the terms and conditions of the ICA, which are hereby incorporated by reference, COMPANY and INDEPENDENT CONTRACTOR hereby agree as follows:

1. INDEPENDENT CONTRACTOR hereby authorizes COMPANY to provide (and install, if applicable) a Communications System for each vehicle contracted to COMPANY under the ICA, consisting of the following equipment:

- (a) GPS tracking device.
- (b) ELD "Electronic Logging Device"

2. INDEPENDENT CONTRACTOR agrees to have a working cell phone with Internet Access, paid by the INDEPENDENT CONTRACTOR.

3. COMPANY agrees to provide an ELD (Electronic Logging Device) & GPS System for INDEPENDENT CONTRACTOR's use for each vehicle contracted to INDEPENDENT CONTRACTOR under the ICA without any charge to INDEPENDENT CONTRACTOR, except as set forth in Sections 5 and 7 of this Agreement.

4. INDEPENDENT CONTRACTOR agrees to pay COMPANY a weekly service fee of not more than \$13.00 per vehicle for Communications System services, to be deducted from INDEPENDENT CONTRACTOR's compensation pursuant to the ICA.

5. INDEPENDENT CONTRACTOR shall maintain all Communications Systems in good working order at all times throughout the term of this Agreement and shall be responsible for promptly repairing or replacing Communications Systems equipment as necessary, at INDEPENDENT CONTRACTOR's sole cost and expense.

6. INDEPENDENT CONTRACTOR acknowledges and agrees that any and all ELDs are and shall remain the exclusive property of COMPANY at all times. INDEPENDENT CONTRACTOR shall return any and all ELDs (including all components thereof) to COMPANY immediately upon termination or expiration of this Agreement, in the same condition in which they were originally received by INDEPENDENT CONTRACTOR, normal wear and tear excepted. INDEPENDENT CONTRACTOR agrees to indemnify and hold COMPANY harmless for any and all lost or damaged ELDs (or any component(s) thereof), and further authorizes COMPANY to deduct the costs of any such loss or damage from INDEPENDENT CONTRACTOR's compensation pursuant to the ICA.



8. This Agreement constitutes the sole and entire agreement between the parties with respect to the subject matter contained herein, and supersedes all prior agreements and undertakings, oral and written, expressed or implied, or practices, between the parties, and expresses all obligations and restrictions imposed on each of the respective parties during its term. This Agreement may not be amended or changed except by written agreement signed by COMPANY and INDEPENDENT CONTRACTOR. Either party's failure to insist upon strict performance of any provision of this Agreement or exercise any right under this Agreement shall not be construed as a waiver of such provision or right, nor shall such failure excuse the other party from future performance.

9. This Agreement shall terminate upon the termination or expiration of the ICA. IN WITNESS WHEREOF, COMPANY and INDEPENDENT CONTRACTOR have entered into this Communications System / Service Agreement as of the date first stated above.

AGREED:

**COMPANY: TMLCORP, Inc.**

By: \_\_\_\_\_

**Independent Contractor**

By: \_\_\_\_\_

Name Printed: \_\_\_\_\_

C. M. McFarland

Date: \_\_\_\_\_

3-17-15



**SCHEDULE E**  
**Electronic Shipment Update Addendum**

This Schedule E is attached to and made a part of the Independent Contractor Agreement dated as of March 17, 2015 ("Agreement") by and between TMLCORP, Inc. ("COMPANY") and ("INDEPENDENT CONTRACTOR").

1. INDEPENDENT CONTRACTOR hereby agrees to update shipments for COMPANY or COMPANY'S CLIENTS in real time. Acceptable Shipment Updates:

- (a) Updates Via Text Message
- (b) Updates Via Email to COMPANY OR COMPANY CLIENTS
- (c) User name & Login to COMPANY OR COMPANY CLIENTS web site

2. INDEPENDENT CONTRACTOR agrees to have an active cell phone with cell service, internet connection and texting capabilities.

3. INDEPENDENT CONTRACTOR will be compensated for EDI shipment updates for specific clients according to Schedule A.

AGREED:

COMPANY: TMLCORP, Inc.

By: [Signature]

Independent Contractor

By: [Signature]

Name Printed: C. Middlebrook

Date: 3-17-15





## SCHEDULE F

## Safety and Performance Bonus Program Addendum

Schedule F is attached to and made a part of the Independent Contractor Agreement dated as of March 17, 2015 ("Agreement") by and between TMLCORP, Inc. ("COMPANY") and ("INDEPENDENT CONTRACTOR").

COMPANY offers a Safety and Performance Bonus for INDEPENDENT CONTRACTORS to qualify for \$150.00 monthly bonus, up to \$1,800.00 - \$2,000.00 annually. INDEPENDENT CONTRACTOR are eligible to qualify monthly after 90 consecutive days with no accidents, moving violations, safety violations (cause by improper pre-trips), and unavoidable on the job injuries.

If the INDEPENDENT CONTRACTOR starts accruing any violations after the 90 day period, then their bonus pay will be suspended for the following month and they will be required to go an additional 90 consecutive days without a violation to requalify.

- (a) The INDEPENDENT CONTRACTOR must attend at least one DOT Safety Meeting facilitated by the COMPANY during the 90 day accrual period to be eligible for the Safety and Performance Bonus.

An additional bonus of \$200.00 is possible for 12 consecutive months without incident by the INDEPENDENT CONTRACTOR.

AGREED:

COMPANY: TMLCORP, Inc.

By: \_\_\_\_\_

Independent Contractor

By: \_\_\_\_\_

Name Printed: \_\_\_\_\_

C. Middelbroek

Date: \_\_\_\_\_

3-17-15

**SCHEDULE G**  
**Withholdings**

This Schedule G is attached to and made a part of the Independent Contractor Agreement dated as of MARCH 17, 2015 ("Agreement") by and between TMLCORP, Inc. ("COMPANY") and ("INDEPENDENT CONTRACTOR").

Withholding Options	Check (all that apply)	Elect Amount/Percentage or INDEPENDENT CONTRACTOR (IC) Liability Outlined
No Election withheld	<input type="checkbox"/>	Full settlement check paid to IC biweekly
Elect Flat Amount withheld	<input type="checkbox"/>	\$ _____ per settlement check for yearend taxes
Elect Percentage withheld	<input checked="" type="checkbox"/>	<u>9</u> % per settlement check for yearend taxes

The INDEPENDENT CONTRACTOR can access elected flat amount or percentage withheld per settlement check for yearend taxes, which can be withdraw at any time by the INDEPENDENT CONTRACTOR.

AGREED:

COMPANY: TMLCORP, Inc.

By: [Signature]

Independent Contractor

By: [Signature]

Name Printed: C. M. Chiebraet

Date: 3-17-15



**SCHEDULE I**  
**Deduction Forms and Resolution Process**

This Schedule I is attached to and made a part of the Independent Contractor Agreement dated as of March 17, 2015 ("Agreement") by and between TMLCORP, Inc. ("COMPANY") and ("INDEPENDENT CONTRACTOR").

**DEDUCTION FORM**Date   /  /  Location:                                 Independent Contractor Name                                 **Reason for Deduction:**Cash Advance ☐ Equipment Purchases ☐ Equipment Damaged ☐ Service Failures ☐Stolen Items ☐ Truck Damage ☐ Lost Items ☐ Uniforms ☐ Freight Damage ☐**Describe the item(s) checked (Enclose All Back-Up Documentation)****DOLLAR AMOUNT**

_____	_____
_____	_____
_____	_____
_____	_____

TOTAL AMOUNT:                                 **FOR OFFICE USE****Deduction Schedule:**Deduct total amount from next paycheck      YES                      NO      ☐                      ☐IF NO, amount to be **DEDUCTED** per week      \$                                 Authorized by:     
SignatureDate:   /  /  **ACCEPTANCE:**

In the event of Employment termination or resignation, the Company may deduct the remaining balance owed, from your last payroll check(s) or other monies due.

Independent Contractor Signature   /  /    
Date**PAYMENT LOG**Beginning Balance: \$                                 

Check Date	Check Number	Amount Deducted	Balance
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____



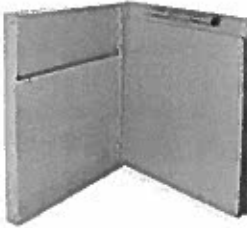
**www.tmlcorp.co**

**www.tmlcorp.co**



**SCHEDULE J  
Recommended Tools**

This Schedule J is attached to and made a part of the Independent Contractor Agreement dated as of MARCH 17, 2015 ("Agreement") by and between TMLCORP, Inc. ("COMPANY") and ("INDEPENDENT CONTRACTOR").



**Snap Pack™ Large Form  
Carrier, 12-3/4"L x 9-1/8"W**



**Milton S986 Service Gauge**



**Slime 20177 TREAD DEPTH  
GAUG**



**ATM Mini Blade Fuse Set Pc**



ATO/ATC Blade Fuse Set Pc



9 Pc Fully Polished SAE  
Combination Wrench Set

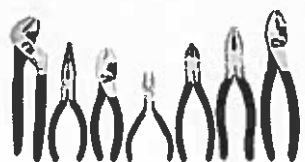


22 Pc Fully Polished SAE &  
Metric Combination Wrench  
Set



14 Pocket Tool Roll

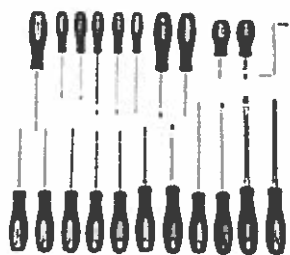




**7 Pc Pliers Set**



**4 Pc Adjustable Laser Etched  
Wrench Set**



**Screwdriver Set 22 Pc**



**10 Rolls 60 ft. x 3/4 in.  
Industrial Grade Electrical  
Tape**



**Tamec 31402 3/8" NPTF**



**Tramec 31403 1/2" NPTF**



**15 in. Tool Bag**



**Pack of 100 / Include 4 in kit  
For Class A Drivers**



**2.5 Ton Pallet Jack**



**Ratched Strap E Track & Plate  
Trailer Hooks**

**SCHEDULE K**  
**Operating Policies**

This Schedule K is attached to and made a part of the Independent Contractor Agreement dated as of March 17, 2015 ("Agreement") by and between TMLCORP, Inc. ("COMPANY") and ("INDEPENDENT CONTRACTOR").

1. INDEPENDENT CONTRACTOR hereby agrees to properly determine the condition of the freight at the time such freight is picked-up from the shipper, and a further duty to transport the shipment to its destination in as nearly that same condition as when it was picked-up. The INDEPENDENT CONTRACTOR will inspect all shipments at the time of loading and mark any exceptions or conditions on the bill of lading or receipt. At the destination, the INDEPENDENT CONTRACTOR will again inspect the freight with the consignee and mark on the delivery receipt any exceptions to the condition or damages to the shipment that occurred during transit. Delivery receipts will be turned in to the COMPANY as part of the documentation required for payment. The COMPANY has a right to deduct for damages of freight in transit caused by INDEPENDENT CONTRACTOR and not reimbursed by insurance. The COMPANY will provide a written explanation and itemization of any deductions for cargo or property damage made from compensation to INDEPENDENT CONTRACTOR.
2. INDEPENDENT CONTRACTOR is responsible for loading and unloading freight to and from the truck or trailer, unless proper notations are made on the bill of lading that the driver is not responsible.
3. INDEPENDENT CONTRACTOR shall in case of accident notify COMPANY immediately of said accident so that INDEPENDENT CONTRACTOR may assist in obtaining and directing an insurance company adjuster and representative to the scene of the accident if necessary; COMPANY shall also assist in to provide INDEPENDENT CONTRACTOR with sufficient information in giving notice to all authorities as provided by law.
4. INDEPENDENT CONTRACTOR shall be liable for the entire loss or damage to cargo and third person or property resulting from negligent, willful or intentional act of the INDEPENDENT CONTRACTOR, his agent or employees. This shall include, but is not limited to, colliding with overhead structures, and cargo loss due to improper or negligent securing by the INDEPENDENT CONTRACTOR, his agents or employees. In the event either party commits as material breach of any terms of this Agreement, the other party shall have right to terminate this Agreement immediately and hold the party committing the breach liable for damages, including all court costs and attorney's fees.
5. INDEPENDENT CONTRACTOR agrees that any loads that have been accepted and are in transit will be delivered prior to cancellation of contract and all required paperwork will be turned in prior to final settlement. Any additional costs incurred by COMPANY due to INDEPENDENT CONTRACTOR refusing to complete the delivery of a load in transit will be charged to the INDEPENDENT CONTRACTOR. Including but not limited to returning equipment to INDEPENDENT CONTRACTORS home terminal.

AGREED:

COMPANY: TMLCORP, Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

Independent Contractor

Name Printed: \_\_\_\_\_

C. M. Adrebrook

Date: \_\_\_\_\_

3-17-15



## FINAL CHECKLIST

SECTION	COMPLETED	N/A	TITLE
SCHEDULE A	<input type="checkbox"/>		Compensation
SCHEDULE A-1-T	<input type="checkbox"/>	<input type="checkbox"/>	Settlement with Leased Truck
SCHEDULE A-1-A-T	<input type="checkbox"/>	<input type="checkbox"/>	Settlement with IC Owned Truck
SCHEDULE A-1-B	<input type="checkbox"/>		Assets Listings of Available Leases
SCHEDULE A-2	<input type="checkbox"/>	<input type="checkbox"/>	Lease Agreement
SCHEDULE A-3	<input type="checkbox"/>		Electronic Log Book and HOS
SCHEDULE A-4	<input type="checkbox"/>		Fuel Surcharge Table
SCHEDULE B	<input type="checkbox"/>		Anti-Drug and Alcohol Policy
SCHEDULE C	<input type="checkbox"/>		Insurance
SCHEDULE D	<input type="checkbox"/>		Communication System
SCHEDULE E	<input type="checkbox"/>		Electronic Shipment Update Addendum
SCHEDULE F	<input type="checkbox"/>		Safety and Performance Bonus Program Addendum
SCHEDULE G	<input type="checkbox"/>		Withholdings
SCHEDULE H	<input type="checkbox"/>		Corrective Action Form
SCHEDULE I	<input type="checkbox"/>		Deduction Forms and Resolution Process
SCHEDULE J	<input type="checkbox"/>		Recommended Tools
SCHEDULE K	<input type="checkbox"/>		Operating Policies

AGREED:

COMPANY: TMLCORP, Inc.

By: \_\_\_\_\_

Independent Contractor

By: \_\_\_\_\_

Name Printed: \_\_\_\_\_

C. Middlebrook

Title: \_\_\_\_\_

Address 1: 7481 East Tanque Verde Road

City: Tucson \_\_\_\_\_

State: AZ \_\_\_\_\_ Zip: 85715

FEIN/SSN: 46-4603548

Address 1: \_\_\_\_\_

950 W Main St #207

City: \_\_\_\_\_

Mesa

State: AZ \_\_\_\_\_ Zip: 85201

FEIN/SSN: 636-01-59141