



**I'LL GO GET IT LLC**  
**BROKER / CARRIER AGREEMENT CLAUSE FOR PRIMARY DELIVERY FIRMS**

This **Primary Delivery Firm** Agreement shall govern the services provided by \_\_\_\_\_, a licensed and authorized motor carrier pursuant to USDOT # \_\_\_\_\_ & Docket No. MC# \_\_\_\_\_ (hereinafter referred to as "**Primary Delivery Firm**") and I'll Go Get It LLC, (hereinafter referred to as "**I'LL GO GET IT**"), a licensed property broker pursuant to Docket No. MC#1168554. Broker and Carrier agree that notwithstanding other provisions, carriage documents or regulation to the contrary, this Agreement shall govern Carrier's performance and obligations pertaining to transportation services for freight tendered to Carrier hereunder.

**Recitals**

I'll Go Get It operates an online and mobile ordering platform that connects customers with local businesses through its website and associated mobile applications (collectively, the "**Platform**"). In connection with the Platform, I'll Go Get It connects businesses that may/may not offer a delivery option to independent contractors who perform delivery services to deliver items from such businesses to customers who order through the Platform ("**Delivery Services**").

Primary Delivery Firm is an independent, licensed provider of messenger, courier and/or delivery services, and is interested in entering into this Agreement for the opportunity to deliver orders placed through the Platform in exchange for service fees ("**Service Fees**") to be agreed upon between the Parties.

**Purpose**

This Agreement governs the relationship between (a) I'll Go Get It and (b) Primary Delivery Firm and any of Primary Delivery Firm's employees, contractors, subcontractors, agents and representatives or other delivery service entities engaged by Primary Delivery Firm to perform Delivery Services (collectively, the "Primary Delivery Firm"). "Primary Delivery Firm" also includes any employees, contractors, subcontractors, agents and representatives of any delivery service entity engaged by Primary Delivery Firm to perform Delivery Services. In exchange for the promises contained in this Agreement, Primary Delivery Firm will have the contractual right and obligation to perform Delivery Services and receive the Service Fees to be agreed upon by the Parties.



## **Primary Delivery Firm Representations and Warranties**

As a condition of entering into this Agreement with I'LL GO GET IT, and as long as Primary Delivery Firm is performing Delivery Services hereunder, Primary Delivery Firm represents and warrants to the following:

1. **Broker Status.** I'LL GO GET IT is a freight broker which arranges for third party motor carriers to provide cargo transportation for its customers, in accordance with its role as legally defined under 49 U.S.C. § 13102 Definitions (2), 49 C.F.R. §371.2 and 49 U.S.C. § 14501(c)(1).

1.1 **Carrier Status, Rights and Responsibility.** Primary Delivery Firm will perform its Transportation Services for I'LL GO GET IT and its Customers as an independent contractor and will not for any purpose be the agent of I'LL GO GET IT or I'LL GO GET IT's Customers. Primary Delivery Firm has exclusive control and direction of the work Primary Delivery Firm performs pursuant to this Agreement. Primary Delivery Firm will not contract or take other action in I'LL GO GET IT's name without I'LL GO GET IT's prior written consent.

1.2 **Legal and Formal Entity:** Primary Delivery Firm must be a formally established corporation or duly organized Limited Liability Company (LLC) or Limited Liability Partnership (LLP) registered to do business and in good standing in Michigan and all other states in which Primary Delivery Firm intends to perform transportation services arranged by I'LL GO GET IT. Primary Delivery Firm agrees to assume full responsibility for the payment of all local, state, federal and intra-provincial payroll taxes, and contributions or taxes for unemployment insurance, worker's compensation insurance, pensions, and other social security or related protection with respect to the persons engaged by Primary Delivery Firm for Primary Delivery Firm's performance of the transportation and related services, and Primary Delivery Firm shall indemnify, defend and hold I'LL GO GET IT, and its Customer harmless there from. Primary Delivery Firm shall provide I'LL GO GET IT, with Primary Delivery Firm's Federal Tax ID number and a copy of Primary Delivery Firm's IRS Form W-9 prior to commencing any transportation or related services for I'LL GO GET IT, under this Agreement.

1.3 **No Right to Lien or Delay Release of Cargo or Equipment.** Primary Delivery Firm will not assert any lien or make any claim on any cargo or equipment, and no lien will attach against I'LL GO GET IT, its Customers or any cargo or equipment, for failure of I'LL GO GET IT, the Customer or any other third party to pay Primary Delivery Firm for charges due to Primary Delivery Firm.

1.4 **Waiver of Rights.** Primary Delivery Firm shall, notwithstanding any other terms of this Agreement, expressly waive all rights and remedies under Title 49 U.S.C., Subtitle IV, Part B to the extent they conflict with this Agreement.



**1.5 Sub-Contract Prohibition.** Primary Delivery Firm expressly agrees that all freight tendered to it by I'll Go Get It shall be transported on equipment operated only under the authority of Primary Delivery Firm, and that Primary Delivery Firm shall not in any manner sub-contract, broker, or in any other form arrange for the freight to be transported by a third party without the prior written consent of I'll Go Get It. If Primary Delivery Firm breaches this provision, I'LL GO GET IT shall have the right of paying the monies it owes Primary Delivery Firm directly to the delivering Primary Delivery Firm, in lieu of payment to Primary Delivery Firm. Upon I'LL GO GET IT's payment to delivering Primary Delivery Firm, Primary Delivery Firm shall not be released from any liability to I'LL GO GET IT under this agreement. In addition to the indemnity obligation reflected in this agreement the Primary Delivery Firm will be liable for consequential damages for violation of this clause of the agreement.

**1.6 Authorities and Licenses; Compliance with Laws.** Primary Delivery Firm warrants that it will provide physical transportation of shipments as a fully qualified motor Primary Delivery Firm that holds all required federal and state operating authorities. If Primary Delivery Firm's safety rating changes at any time during this Contract's term or if Primary Delivery Firm is sold, merges or dissolves or experiences a change in control of ownership, Primary Delivery Firm will notify I'LL GO GET IT immediately (within 24 hours). Primary Delivery Firm will comply with applicable federal, state and/or local laws and regulations (including obtaining all permits and licenses), and any representations or contractual clauses required thereby will be incorporated herein by reference or by operation of law.

2. **Booking Confirmation.** Primary Delivery Firm shall transport shipments arranged by I'LL GO GET IT pursuant to Primary Delivery Firm load or Booking confirmation sheet(s) included herewith or subsequently incorporated by reference (See Schedule A annexed hereto).

3. **Compensation.** I'LL GO GET IT shall pay Primary Delivery Firm for services rendered in an amount equal to the rates and accessorial charges agreed to on the I'LL GO GET IT/Primary Delivery Firm Rate Confirmation Sheet or other signed writing. Primary Delivery Firm must submit proof of delivery with invoices or other applicable means provided by I'LL GO GET IT as a precondition of payment for services hereunder. Payment terms shall be no more than thirty (30) days from receipt of necessary supporting documentation.

**3.1 Payment of Invoices.** Primary Delivery Firm agrees that I'LL GO GET IT is the sole party responsible for payment of Primary Delivery Firm's invoices and that, under no circumstance, will Primary Delivery Firm seek payment from other parties, to include the deliverer or consignee.

4. **Vehicles/Equipment:** Primary Delivery Firm must own or lawfully possess one or more tractors/power units/commercial motor vehicles registered to and legally operated under Primary Delivery Firm's motor Primary Delivery Firm authority, which equipment must be in regular working order and in compliance with all applicable FMCSA and/or state-equivalent



regulations (as applicable). Primary Delivery Firm is responsible for maintaining at its own expense all equipment, maintenance, fuel, and all other operating costs.

5. **Subcontracting:** Primary Delivery Firm may only subcontract with another Primary Delivery Firm that is active and approved by I'LL GO GET IT. Other than I'LL GO GET IT approved Primary Delivery Firms the Primary Delivery Firm must agree not to subcontracted or double-broker shipments contracted by I'LL GO GET IT. Primary Delivery Firm must be capable of lawfully transporting all contracted shipments on equipment operated under Primary Delivery Firm's authority and driven by Primary Delivery Firm's employee personnel.

6. **Background Checks & MVR's:** Primary Delivery Firm acknowledges that it and its Subcontractors may be subject to periodic background and motor vehicle report checks, and may be required to supply proof of license, equipment or insurance upon request, so that I'LL GO GET IT can verify that Primary Delivery Firm continues to satisfy the eligibility requirements set forth herein.

7. **Driver Criteria:** Motor Primary Delivery Firm and its Subcontractors must have a valid driver's license, and the appropriate level of certification necessary or advisable to operate the vehicle used to perform Delivery Services. Primary Delivery Firm and Subcontractors must be authorized to operate a motor vehicle. I'LL GO GET IT holds the right to verify validity of such license and request proof of validity to be readily supplied by Primary Delivery Firm upon request. Primary Delivery Firm may only allow drivers transporting goods arranged by I'LL GO GET IT who meet the following criteria:

**7.1** Is aged between 18 and 70 years and has continuously held a driver license issued in the United States with no suspensions of any type in the 24 months preceding the date of the inception of the contract with I'LL GO GET IT.

**7.2** Has had no critical violations in the 24 months preceding the date of the inception of the contract with I'LL GO GET IT, and; no more than (2) major violations, and: no more than 3 minor violations.

The words critical violation(s) shall mean:

- Driving while intoxicated (DWI)
- Driving under the influence (DUI)
- Failure to submit to alcohol testing
- Any drug related violation or any failure to submit to drug test
- Manslaughter or negligent homicide.

The words major violation(s) shall mean:

- Accidents
- Felony (other than described in Critical violations above) involving a motor vehicle;
- Use of handheld electronic device while driving
- Racing
- Hit and Run
- Reckless driving
- License suspension for points
- Driving while license suspended
- Fleeing/eluding arrest Multiple driver licenses not reported



- Driving in excess of 100 miles per hour / 160 kilometers per hour.

The words minor violation(s) shall mean:

- Any moving violation(s), other than the critical violations and major violations listed above.

8. **Criminal Record Criteria:** Primary Delivery Firm owners and drivers have not been convicted of a crime reasonably likely to negatively impact Primary Delivery Firm's ability to perform Delivery Services, including but not limited to any crimes relating to violence, weapons, theft, robbery, burglary, dishonesty, fraud, embezzlement, any sex-related crimes, or any other similar crimes.

9. **Use of I'LL GO GET IT Platform:** Primary Delivery Firm acknowledges that the performance of Delivery Services requires the use of I'LL GO GET IT's Platform through its proprietary mobile application (the "**Driver App**"), and I'LL GO GET IT's portal (the "**Admin Portal**") and that if Primary Delivery Firm cannot access or utilize the Driver App/Portal, Primary Delivery Firm will not be able to perform Delivery Services. Primary Delivery Firm must consent to any Driver App/Portal terms of use applicable at the time Primary Delivery Firm accesses and uses the Driver App/Portal. Any violation of such terms of use may result in revocation of Primary Delivery Firm's license to use the Driver App/Portal and the termination of this Agreement.

**9.1 Geo-location.** Primary Delivery Firm acknowledges and agrees that its geo-location information must be provided to I'LL GO GET IT via the Driver App in order to provide Delivery Services, and that such geo-location information may be monitored and tracked by I'LL GO GET IT and shared with third parties when Primary Delivery Firm is logged into and available to receive order or trip offers the Driver App. Primary Delivery Firm will not falsely report its geo-location, prevent or attempt to prevent the Driver App from reporting its geo-location, or otherwise attempt to circumvent this requirement.

10. **Insurance.** Primary Delivery Firm agrees to provide any insurance coverage required by any government body for the types of transportation and related services specified in load confirmation communications received from I'LL GO GET IT.

**10.1** All insurance required by this Agreement must be written by an insurance company having a Best's rating of "B+" VII or better and must be authorized to do business under the laws of the state(s) or province(s) in which Primary Delivery Firm provides the transportation and related services as specified in load confirmation communications received from I'LL GO GET IT.

**10.2** Primary Delivery Firm's insurance shall be primary and required to respond and pay prior to any other available coverage.

**10.3** Primary Delivery Firm agrees that Primary Delivery Firm, Primary Delivery Firm's insurer(s), and anyone claiming by, through or under Primary Delivery Firm shall have no claim, right of action, or right of subrogation against I'LL GO GET IT, its affiliates, or its Customer based on any loss or liability insured under the insurance stipulated herein.



**10.4** Primary Delivery Firm represents and warrants that it will continuously fulfill the requirements of this Section throughout the duration of this Agreement.

**10.5** I'LL GO GET IT shall be notified in writing by Primary Delivery Firm's insurance company at least thirty (30) days prior to the cancellation, change or non-renewal of the submitted insurance policies.

**10.6** Primary Delivery Firm shall at all times during the term of this agreement have and maintain in full force and effect, at its expense,

1 Motor Truck Cargo insurance or a superior equivalent, with limits for the full value of the cargo under carriage subject to a minimum limit never less than US\$25,000 per shipment, a deductible no greater than US\$1,000 per shipment.

2 Commercial Automobile Liability insurance with a combined single limit of not less than US \$2,000,000 per occurrence and without aggregate limits, or \$1,000,000 with excess coverage of an additional \$1,000,000

3 Commercial General Liability insurance, in a limit of not less than US\$1,000,000 per occurrence

4 Worker's Compensation insurance in the amounts required by statute, and Employer's Liability insurance with limits not less than US\$500,000 per occurrence.

**10.7** Primary Delivery Firm shall, prior to providing transportation and related services pursuant to this Agreement, name I'LL GO GET IT, as a certificate holder, as required on the foregoing insurance policies and shall cause its insurance company to issue a certificate to I'LL GO GET IT, evidencing the foregoing. Insurance will meet or exceed the requirements of federal, state and/or Provincial regulatory bodies having jurisdiction over Primary Delivery Firm's performances pursuant to this agreement. During this Contract's term, the insurance policies required hereunder and any replacement policies will (i) insure the interests of I'LL GO GET IT and, (ii) cover all drivers, equipment and cargo used in providing Transportation Services and (iii) not contain any exclusions or restrictions as to designated premises or project, pertaining to unattended equipment or cargo, for unscheduled equipment, for unscheduled drivers or cargo, for fraud or infidelity or for a particular radius of operation.

11. **INDEMNIFICATION.** PRIMARY DELIVERY FIRM WILL INDEMNIFY, DEFEND AND HOLD HARMLESS I'LL GO GET IT, ITS AFFILIATES AND ITS CUSTOMERS (AS INTENDED THIRD PARTY BENEFICIARIES) FROM ANY AND AGAINST ALL LOSSES (as defined below) ARISING OUT OF OR IN CONNECTION WITH THE TRANSPORTATION SERVICES PROVIDED UNDER THIS CONTRACT, INCLUDING THE LOADING, UNLOADING, HANDLING, TRANSPORTATION, POSSESSION, CUSTODY, USE OR MAINTENANCE OF CARGO OR EQUIPMENT OR PERFORMANCE OF THIS CONTRACT (INCLUDING BREACH HEREOF) BY PRIMARY DELIVERY FIRM OR ANY PRIMARY DELIVERY FIRM REPRESENTATIVE. PRIMARY DELIVERY FIRM'S OBLIGATION TO INDEMNIFY AND DEFEND SHALL NOT BE AFFECTED BY ALLEGED NEGLIGENCE OR WILLFUL MISCONDUCT OF I'LL GO GET IT, ITS AFFILIATES OR CUSTOMERS. IT IS THE INTENT OF THE PARTIES THAT THIS PROVISION BE CONSTRUED TO PROVIDE INDEMNIFICATION TO I'LL GO GET IT, ITS AFFILIATES AND CUSTOMERS TO THE





MAXIMUM EXTENT PERMITTED BY LAW. IF THIS PROVISION IS FOUND IN ANY WAY TO BE OVERBROAD, IT IS THE PARTIES INTENT THAT THIS PROVISION BE ENFORCED TO ALLOW INDEMNIFICATION TO THE MAXIMUM EXTENT PERMISSIBLE. "Losses" mean any and all losses, liabilities, obligations, personal injury, bodily injury, property damage, loss or theft of property, damages, penalties, actions, causes of action, claims, suits, demands, costs and expenses of any nature whatsoever, including reasonable attorneys' and paralegals' fees and other costs of defense, investigation and settlement, costs of containment, cleanup and remediation of spills, releases or other environmental contamination and costs of enforcement of indemnity obligations.

12. **Primary Delivery Firm's Cargo Liability.** Primary Delivery Firm assumes full liability for the greater of replacement cost, Shipper's/Consignor's commercial invoice or market value for loss, damage or destruction of any and all goods or property tendered to Primary Delivery Firm by I'LL GO GET IT, and for the full course of carriage. Primary Delivery Firm shall inspect each load at the time it is tendered to Primary Delivery Firm to assure its condition. If Primary Delivery Firm is tendered a load which is not in suitable condition, it shall notify I'LL GO GET IT, immediately. Cargo which has been tendered to Primary Delivery Firm intact and released by Primary Delivery Firm in a damaged condition, or lost or destroyed subsequent to such tender to Primary Delivery Firm, shall be conclusively presumed to have been lost, damaged or destroyed by Primary Delivery Firm unless Primary Delivery Firm can establish otherwise by clear and convincing evidence. Deliveries with broken seals shall be rejected and declared a total loss for which the Primary Delivery Firm is held responsible.

Primary Delivery Firm shall either pay I'LL GO GET IT directly or allow I'LL GO GET IT to deduct from the amount I'LL GO GET IT owes Primary Delivery Firm, the amount of Customer's full actual loss. Primary Delivery Firm agrees that it will assert no lien against cargo transported hereunder. I'LL GO GET IT, shall deduct from the amount I'LL GO GET IT otherwise owes Primary Delivery Firm, the Customer's full actual loss of all claims that are not resolved within ninety (90) days of the date of the claim. Primary Delivery Firm agrees to indemnify I'LL GO GET IT, for any payments relating to such loss or damage incurred hereunder. In the event of an accident, Primary Delivery Firm shall notify I'LL GO GET IT immediately for further instructions. Primary Delivery Firm shall return all damaged shipments at its expense to the point of origin or to other points as instructed by I'LL GO GET IT. Claims notification & salvage procedures will be followed in accordance with the procedure described in 49

C.F.R. §370.1-11. Primary Delivery Firm will make all payments pursuant to the provisions of this Section within thirty (30) days following receipt by Primary Delivery Firm of Customer's invoice or demand and supporting documentation for the claim.

**12.1 Salvage Claims.** Primary Delivery Firm shall waive any and all right of salvage or resale of any of Customer's damaged goods and shall, at I'LL GO GET IT's reasonable request and direction, promptly return or dispose, at Primary Delivery Firm's cost, any and all of Customer's damaged and goods shipped by Primary Delivery Firm. Primary Delivery Firm shall not under any circumstance allow Customer's goods to be sold or made available for sale or otherwise disposed of in any salvage markets, employee stores, or any other secondary outlets. In the event that damaged goods are returned to Customer and salvaged by Customer, Primary Delivery Firm shall receive a credit for the actual salvage value of such goods.



13. **Governing Law; Consent to Jurisdiction and Integration.** This Contract will be construed, to the extent not pre-empted by applicable federal law, under the laws of the State of California, without giving effect to any choice or conflict of law rules. I'LL GO GET IT and Primary Delivery Firm waive all right to trial by jury in any action, suit or proceeding brought to enforce or defend any rights or remedies under this Contract. Each of the parties hereby irrevocably and unconditionally (i) submits to the exclusive jurisdiction of any federal or state court sitting in California in any suit, action or arising out of, connected with, related to, or incidental to the relationship established among them in connection with this Contract and (ii) waives, to the fullest extent permitted by law, any objection to venue or any defense of inconvenient forum in connection with any such court; provided however that jurisdiction for disputes regarding claims brought by third parties requiring Primary Delivery Firm's indemnification hereunder may be effected in the courts where such third party claims are filed. This written Agreement, together with any load confirmation, contains the entire agreement between the parties and may only be modified by signed written agreement.

**13.1 Safety Rating.** Primary Delivery Firm shall endeavor to maintain a satisfactory U.S. DOT Safety Rating but under no circumstances is Primary Delivery Firm allowed to provide services under this contract if their safety rating falls to "unsatisfactory."

14. **Confidentiality Obligations.** Primary Delivery Firm acknowledges that in carrying out this Contract, it will learn proprietary information about I'LL GO GET IT and its business, including its rates, services, personnel, computer systems, Customers, traffic volumes, origins and destinations, commodity types, shipment information and business practices (the "Information"). During this Contract's term and for 12 months after its termination, Primary Delivery Firm will hold the Contract provisions and Information in confidence, restrict disclosure to those Primary Delivery Firm Representatives with a need to know, and not use the Information to I'LL GO GET IT's competitive detriment or for any purpose except as contemplated hereby. Primary Delivery Firm may disclose Information to the extent required by a governmental agency or under a court order, provided that Primary Delivery Firm notifies I'LL GO GET IT of such requirements before disclosure.

**14.1 Non-solicitation of Customers.** During this Contract's term and for 24 months after its termination, Primary Delivery Firm will not, and will cause the Primary Delivery Firm Representatives not, to directly or indirectly solicit or provide transportation services to any Customer without I'LL GO GET IT's prior written consent if (a) that Customer first became known to Primary Delivery Firm as a result of I'LL GO GET IT's engagement of Primary Delivery Firm, (b) the type of transportation services, such as the origins and destinations served or commodity types, provided to that Customer first became known to Primary Delivery Firm as a result of I'LL GO GET IT's engagement of Primary Delivery Firm or (c) the first shipment transported by Primary Delivery Firm for that Customer was tendered to Primary Delivery Firm by I'LL GO GET IT. If Primary Delivery Firm or any Primary Delivery Firm Representative solicits a Customer in violation of this Section, Primary Delivery Firm shall pay to I'LL GO GET IT as a commission 50% of the total charges, with a maximum of US\$200 per shipment, for transportation services provided by Primary Delivery Firm to such Customer.





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

16. This Agreement shall be for the period of one (1) year and shall be automatically renewed unless cancelled. Either party may terminate this Agreement upon fifteen (15) days written notice. By signatory hereto, PRIMARY DELIVERY FIRM represents that it has the authority and ability to enter into legally binding contracts and that PRIMARY DELIVERY FIRM agrees to be bound by the terms and conditions of this Agreement effective immediately.

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I'LL GO GET IT

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PRIMARY DELIVERY FIRM

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

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

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

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