INDEPENDENT OWNER CONTRACTOR EQUIPMENT LEASE AGREEMENT

This Independent Owner Contractor Equipment Lease Agreement ("Agreement") is made and entered into between PROFESSIONAL COURIER INTERNATIONAL, INC. d/b/a PROEX, (hereinafter called "CARRIER,") and_____, (hereinafter called "INDEPENDENT OWNER CONTRACTOR"), who agree to be bound by the following terms and conditions, and CARRIER shall adhere to and perform the required provisions:

1. Authorization to Sign Agreement. Any regular employee or agent of CARRIER to whom this Lease form is entrusted is authorized by CARRIER to sign and perform this Agreement on its behalf. INDEPENDENT OWNER CONTRACTOR appoints and designates the driver of the Equipment described herein as its duly authorized agent to sign this Agreement and any receipts for the Equipment on its behalf.

2. Equipment. INDEPENDENT OWNER CONTRACTOR represents that it holds title to and/or has authority to lease the Equipment described in Schedule A hereto. In the event that substitution or replacement of any Equipment is necessary for any reason whatsoever, or if additional vehicles are leased, a revised schedule shall be completed, signed by both INDEPENDENT OWNER CONTRACTOR and CARRIER, dated, designated "Addendum to Schedule A", and attached to this Agreement. In the event that a substitute or replacement vehicle is used, regardless of whether approved by CARRIER or included on a revised Schedule A, all of the terms and conditions set forth herein will be applicable to the use of that vehicle.

3. Drivers. INDEPENDENT OWNER CONTRACTOR agrees to furnish a competent, reliable and physically fit operator or driver together with any necessary helpers to operate Equipment as a part of the consideration hereof. INDEPENDENT OWNER CONTRACTOR represents that the driver or operator furnished is familiar with State and Federal Motor Carrier Safety Laws and Regulations; that the furnishing of the operator or driver will not result in violation of any safety laws or regulations; that the driver or operator will comply with all safety laws and regulations and will cooperate with CARRIER in so doing by filing with CARRIER all log sheets, physical examination certificates, accident reports and other required reports, documents and data; and INDEPENDENT OWNER CONTRACTOR will comply with all state weight laws and will not accept loads in excess of the limits allowed by states through which the Equipment must travel. CARRIER has no right to exercise any control over the choice or selection of the drivers and/or helpers which the INDEPENDENT OWNER CONTRACTOR furnishes under this Agreement.

4. Control of Equipment. For the duration of this Agreement CARRIER shall have exclusive possession, control and use of the Equipment, and shall assume complete

responsibility for the operation of the Equipment, to the extent required by federal and state laws and regulations. Compliance with such laws and regulations is not intended to alter the status of the INDEPENDENT OWNER CONTRACTOR from that of an independent contractor nor create an employer-employee relationship between the parties.

5. Duration of Agreement. This Agreement shall commence on the effective date specified herein and shall continue in effect for one (1) year unless sooner terminated pursuant hereto, provided, however, that the Agreement shall be automatically extended for additional one (1) year terms unless notice of intent to terminate the Agreement is provided by one of the parties at least thirty (30) days prior to the expiration of the original term or any renewal term. Either party may also terminate this Agreement immediately for breach of the Agreement by the other party. CARRIER may terminate this Agreement immediately for failure by INDEPENDENT OWNER CONTRACTOR to meet any service standards established by a shipper or policy established by CARRIER or for failure to comply with any federal or state laws or regulations. All indemnification provisions herein shall survive termination of the Agreement.

6. Compensation. CARRIER shall compensate INDEPENDENT OWNER CONTRACTOR for the Equipment (including driver) and for all service performed under this Agreement in accordance with the compensation schedules described on Exhibit B. The parties agree that 85% of the total compensation shall be allocated to the rental of Equipment and 15% for the driver's services. INDEPENDENT OWNER CONTRACTOR shall be responsible for loading, count and unloading property onto and from the Equipment, and the condition of the cargo, and shall be liable for any exceptions on the delivery receipt which are not recorded on the bill of lading or freight bill at the time of acceptance of the shipment. The compensation includes payment to the INDEPENDENT OWNER CONTRACTOR for such services and assumption of such liabilities.

7. Payment Period. CARRIER shall compensate INDEPENDENT OWNER CONTRACTOR for service performed under this Agreement, including that of authorized trip-leases, within 15 days after submission by INDEPENDENT OWNER CONTRACTOR to CARRIER of log books required by applicable federal, state and local laws, ordinances, regulations, order and agency guidelines, including the Department of Transportation, and the following documents, as applicable, necessary to prove the performance of transportation and related services, prove the acceptance of such transportation and related services by the shipper or consignee, and substantiate a freight bill covering any shipment on which credit has been extended: (a) shipping order copy of the bill of lading; (b) fuel receipts; (c) turnpike tickets; (d) pier receipts; (e) detention records and gate passes; and (f) signed delivery receipt.

Submission of such documents is hereby defined to mean receipt of the documents by CARRIER at its principal office or other location designated by CARRIER. CARRIER, shall

not be required to compensate INDEPENDENT OWNER CONTRACTOR for service evidenced by inaccurate or incomplete documents unless and until such time as the documents are corrected and/or completed. CARRIER shall promptly make any adjustments necessary to correct any mathematical errors or any amount based on documents later determined to be inaccurate. Compensation is defined to mean issuance of a check to INDEPENDENT OWNER CONTRACTOR or credit to INDEPENDENT OWNER CONTRACTOR's settlement statement. Adjustments may be made by credit or debit entry to said statement.

INDEPENDENT OWNER CONTRACTOR shall also submit to CARRIER trip manifests and other documents required by CARRIER but submission of such additional documents shall not be a prerequisite to payment of the compensation.

8. Copies of Freight Bill. If compensation under this Agreement for interstate transportation is based on a percentage of the gross revenue per shipment, CARRIER shall, at or before the time of payment of the compensation, provide to INDEPENDENT OWNER CONTRACTOR a copy of the rated freight bill or a computer-generated document containing the same information, or, in the case of a shipment transported under contract carrier authority, any other form of documentation actually used for a shipment which contains the same information that would appear on a rated freight bill. When a computer-generated document is provided, INDEPENDENT OWNER CONTRACTOR may review, during normal business hours, a copy of any actual document underlying the computer generated document. Regardless of the method of compensation, INDEPENDENT OWNER CONTRACTOR shall have the right to examine copies of CARRIER's compensation schedules, or, in the case of contract carrier operations, other documents from which rates and charges are computed, provided that where rates and charges are computed from a contract of a contract carrier, only those portions of the contract containing the same information that would appear on a rated freight bill need be disclosed. CARRIER shall have the right to delete from the rated freight bill or other form of documentation the names of consignors and consignees, and all other confidential information which may be used to the detriment or prejudice of the consignor or consignee.

9. Costs of Operation. INDEPENDENT OWNER CONTRACTOR agrees to assume responsibility for and shall pay all costs of operation which shall include but not be limited to the following: (a) maintenance, repairs, fuels, lubricants, tires, etc.; (b) licenses, registration fees, toll charges, decals, ferry charges, empty mileage, detention, accessorial charges, base plates, permits, weight, fuel or other types of taxes, fees or exactions required of or on the Equipment or on the use or operation thereof, including all reports connected with such matters; (c) wages or other remuneration of operators, drivers and helpers; (d) worker's compensation, unemployment insurance, social security or other similar taxes, insurance or benefits on the operator, drivers and helpers and in connection therewith INDEPENDENT OWNER CONTRACTOR shall make all payroll, tax or other deductions required by any

applicable law or regulation; (e) premiums for bodily injury and property damage liability insurance on the Equipment in amounts required by Schedule B attached hereto; (f) payments for injury or damages to the operators, drivers and helpers and to the Equipment whether the same occur while the Equipment is being operated in the service of the CARRIER or otherwise; (g) premiums for insurance coverage for collision, fire, theft or other occurrence or catastrophe; (h) claims for damage to cargo or property caused by the fault or neglect of INDEPENDENT OWNER CONTRACTOR, including any deductible amounts which are not covered by CARRIER's cargo insurance; (i) damages to CARRIER's equipment or facilities caused by the fault or neglect of INDEPENDENT OWNER CONTRACTOR, including any deductible amounts which are not covered by CARRIER's property damage insurance; (j) fines and penalties arising out of the use of the Equipment when the violations result from the acts or omissions of the INDEPENDENT OWNER CONTRACTOR; (k) certified physician's certificate issued by a qualified physician showing that the driver is qualified under applicable laws; (1) CARRIER's cost of furnishing substitute equipment in the event of an accident or breakdown involving the leased equipment, and the cost of storage of the cargo, if necessary; (m) cost incurred by CARRIER in providing for the sole use by INDEPENDENT OWNER CONTRACTOR such equipment as vehicle radios, driver identification, or beepers, or the cost of replacing or repairing such items; and (n) other operational costs.

In the event CARRIER pays any of INDEPENDENT OWNER CONTRACTOR's aforesaid costs of operations, such payments shall be considered an advance to INDEPENDENT OWNER CONTRACTOR and at settlement CARRIER is authorized to deduct the full amount of the advances from any monies due or becoming due to INDEPENDENT OWNER CONTRACTOR.

Upon termination of this Agreement by either party, if CARRIER is authorized to receive a refund or a credit for base plates purchased by the INDEPENDENT OWNER CONTRACTOR from, and issued in the name of, CARRIER, or if the base plates are authorized to be sold by the CARRIER to another lessor, CARRIER shall refund to INDEPENDENT OWNER CONTRACTOR on whose behalf the base plate was first obtained a prorated share of the amount received upon receipt from INDEPENDENT OWNER CONTRACTOR of the base plate and applicable identification cab card.

In addition, as to fuel purchased by INDEPENDENT OWNER CONTRACTOR, wherein fuel taxes are paid by INDEPENDENT OWNER CONTRACTOR in compliance with state laws, INDEPENDENT OWNER CONTRACTOR agrees that CARRIER shall be deemed to be the motor carrier with respect to the Equipment and the fuel consumed by it, and that CARRIER shall be entitled to receive any and all credits or refunds on fuel tax paid by INDEPENDENT OWNER CONTRACTOR.

10. Carrier Insurance. CARRIER shall keep and maintain insurance coverage at least in the amounts required by applicable laws and regulations, but nothing herein shall prevent CARRIER from securing insurance coverage with deductible amounts.

11. Record of Use of Equipment. INDEPENDENT OWNER CONTRACTOR will cooperate with CARRIER in the preparation, carrying and preservation of manifests, bills of lading, weigh bills, freight bills, and other papers and records respecting the lading and the use of the Equipment in accordance with all applicable laws and regulations.

12. Inspection of Equipment. INDEPENDENT OWNER CONTRACTOR warrants that Equipment is complete with all required accessories and is in good, safe and efficient operating condition and shall be so maintained at INDEPENDENT OWNER CONTRACTOR's expense throughout the duration of this Agreement. INDEPENDENT OWNER CONTRACTOR agrees to submit the Equipment for CARRIER's inspection at the time CARRIER takes possession and periodically thereafter as required by CARRIER and to furnish to CARRIER all necessary information and documents of title or registration so as to enable the CARRIER to correctly identify the Equipment on the attached report of vehicle inspection.

13. Identification. CARRIER agrees to furnish identification for the Equipment. INDEPENDENT OWNER CONTRACTOR agrees to permit CARRIER to identify the Equipment and display such identification thereon in the manner required by all applicable laws or regulations. INDEPENDENT OWNER CONTRACTOR acknowledges receipt from CARRIER of placards or identification devices containing CARRIER's name and docket number, for use when authorized under this lease. INDEPENDENT OWNER CONTRACTOR agrees that it will display the placards or identification devices of CARRIER on the equipment only when it is being used in the service of CARRIER. INDEPENDENT OWNER CONTRACTOR agrees to indemnify and hold CARRIER harmless from any and all claims, suits, losses, damages or liability, arising out of the unauthorized use of the placards or identification devices.

INDEPENDENT OWNER CONTRACTOR shall be responsible for removing all identification devices from the Equipment immediately upon the termination of this lease and returning them by first class mail, postage prepaid, to CARRIER within two days of the termination of this lease. Until the placards and identification devices are returned to CARRIER, it shall have the right to withhold final payment to the INDEPENDENT OWNER CONTRACTOR.

14. Possession of Equipment and Receipt Therefor. Upon taking possession of the Equipment the CARRIER shall furnish to INDEPENDENT OWNER CONTRACTOR receipt number 1 for such possession stating date and hour when possession is taken by CARRIER.

When possession of the Equipment is surrendered by CARRIER to INDEPENDENT OWNER CONTRACTOR, INDEPENDENT OWNER CONTRACTOR shall furnish receipt number 2 to CARRIER, stating date and hour when possession is retaken. The receipts may be transmitted by mail, telegraph, or other similar means of communication. At the termination of this Agreement, CARRIER shall not be obligated to pay any accrued rental on the Equipment until after the INDEPENDENT OWNER CONTRACTOR's receipt for the Equipment is received by CARRIER and all identification devices and other property furnished by the CARRIER on the Equipment have been returned to CARRIER, and all conditions specified in paragraph 7 above have been met.

15. Assignment and Sub-Leasing. The Equipment may not be assigned or sub-leased by either party without the prior consent of the other party.

16. Escrow Fund. The INDEPENDENT OWNER CONTRACTOR within three (3) days after signing this Agreement must deposit with CARRIER _____ dollars ($_____) ("Deposit"). INDEPENDENT OWNER CONTRACTOR hereby authorizes CARRIER to withhold Deposit as an escrow fund. The escrow fund may be used by CARRIER to settle any of the following: (a) any damage or loss suffered by CARRIER by reason of a breach of this Agreement on the part of the INDEPENDENT OWNER CONTRACTOR, its agents, servants or employees; (b) overpayment of any manifest; (c) uncollected wages advanced; (d) uncollected bobtail insurance premiums; (e) cargo loss or damage claims; (f) permit charges; (g) fines; (h) fuel charges; (i) towing charges, crane charges, and wrecker charges; (j) damage to CARRIER's equipment or facilities; (k) money orders and charges for same; (1) repair bills; (m) fuel tax; (n) transfer or storage charges; (o) lost equipment; (p) settlement overdraws; and (q) any other item named in this lease as INDEPENDENT OWNER CONTRACTOR's responsibility. ADDITIONALLY, IF INDEPENDENT OWNER CONTRACTOR VOLUNTARILY CEASES PROVIDING SERVICE UNDER THIS AGREEMENT OR OTHERWISE TERMINATES HIS/HER ENGAGEMENT UNDER THIS AGREEMENT WITHIN THIRTY DAYS AFTER THE EFFECTIVE DATE, AS DEFINED IN THIS AGREEMENT, THE DEPOSIT WILL IMMEDIATELY BECOME NONREFUNDABLE AND WILL BE PAID TO CARRIER TO REIMBURSE CARRIER FOR CERTAIN ADMINISTRATIVE COSTS AND EXPENSES INCURRED IN ENGAGING AND TRAINING INDEPENDENT OWNER CONTRACTOR.

While the escrow fund is under the control of the CARRIER, the CARRIER shall provide an accounting to INDEPENDENT OWNER CONTRACTOR of any transaction involving such fund. CARRIER shall perform this accounting in one of the following ways: (a) by clearly indicating on individual settlement sheets, the amount and description of any deduction or addition made to the escrow fund; or (b) by providing a separate accounting to the INDEPENDENT OWNER CONTRACTOR of any transactions involving the escrow fund. This separate accounting shall be done on a monthly basis. The INDEPENDENT OWNER

CONTRACTOR has the right to demand to have an accounting for transactions involving the escrow fund at any time. This demand must be in writing.

While the escrow fund is under the control of CARRIER, the CARRIER shall pay interest on the escrow fund on at least a quarterly basis. For purposes of calculating the balance of the escrow fund on which interest must be paid, the CARRIER may deduct a sum equal to the average advance made to the individual INDEPENDENT OWNER CONTRACTOR or his driver.

The interest rate shall be established on the date the interest period begins and shall be at least equal to the average yield or equivalent coupon issue yield on 91-day 13-week Treasury Bills as established in the weekly auction by the Department of Treasury.

The escrow fund, less any deductions, will be returned within 45 days from the date of termination of this Agreement. The following must be returned to CARRIER's Safety Department within forty-eight (48) hours of the termination of this Agreement: All permits; plates; prorate decals; driver's logs; safety equipment; 391 certification card; accident kit; hired vehicle plates; signed off lease; placards; maintenance report; insurance certificates; policies, and no fault I.D. Cards covering insurance obtained through the INDEPENDENT OWNER CONTRACTOR; and any and all shipping documents. If the foregoing is not returned within 48 hours to CARRIER's Safety Department, the full amount remaining in escrow will be charged back to the INDEPENDENT OWNER CONTRACTOR and there will be no remaining balance to return to the INDEPENDENT OWNER CONTRACTOR.

17. Charge-Back Items and Other Deductions. INDEPENDENT OWNER CONTRACTOR agrees that if CARRIER pays any of the costs of operations which are the responsibility of INDEPENDENT OWNER CONTRACTOR under paragraph 9 above, such payments shall be considered an advance to INDEPENDENT OWNER CONTRACTOR and at the time of settlement CARRIER is authorized to deduct the full amount of the advances from any monies due or becoming due to INDEPENDENT OWNER CONTRACTOR. INDEPENDENT OWNER CONTRACTOR further agrees that, consistent with the other terms of this Agreement, CARRIER may charge back to INDEPENDENT CONTRACTOR and/or deduct from the compensation due INDEPENDENT OWNER CONTRACTOR, at the time of settlement, the actual cost incurred by CARRIER of the following: (a) fuel purchased through or charged to CARRIER; (b) unremitted C.O.D. and freight collect charges; (c) rental fee for unauthorized use of equipment; (d) costs caused by INDEPENDENT OWNER CONTRACTOR's failure to make trailer repairs upon CARRIER's request; (e) costs caused by INDEPENDENT OWNER CONTRACTOR's failure to comply with all termination requirements; (f) costs and service fees caused by INDEPENDENT OWNER CONTRACTOR's charging item under CARRIER's name or to its account without prior authorization; (g) costs caused by INDEPENDENT OWNER CONTRACTOR's failure to

effect pickup or delivery of freight in accordance with instructions on the bill of lading; (h) fees for physical examinations, credit verification and other investigations of drivers; (i) the full amount of any claim for loss or damage to cargo filed by a ProEx customer for a load under the care, custody, and control of INDEPENDENT OWNER CONTRACTOR or (j) any other costs agreed to between INDEPENDENT OWNER CONTRACTOR and CARRIER including certain administrative expenses incurred by CARRIER in connection with engaging and training INDEPENDENT OWNER CONTRACTOR, if INDEPENDENT OWNER CONTRACTOR voluntarily terminates his engagement with CARRIER under this Agreement within thirty (30) days after the effective date, as defined in this Agreement.

Prior to making deductions for damage to cargo or property, CARRIER shall deliver to INDEPENDENT OWNER CONTRACTOR a written explanation and itemization of any deductions. INDEPENDENT OWNER CONTRACTOR shall be afforded copies of those documents which are necessary to determine the validity of any deductions made by CARRIER.

INDEPENDENT OWNER CONTRACTOR is not required to purchase or rent any products, equipment or services from CARRIER as a condition of entering into this Agreement.

18. Owner Insurance. The INDEPENDENT OWNER CONTRACTOR agrees that the Equipment will be covered with automobile bodily injury and property damage insurance, with CARRIER named as an additional insured on such policy, to cover the Equipment while it is being operated in the service of the CARRIER and also while it is not being operated on the business of the CARRIER. The required limits and pertinent information concerning the insurance are stated on Schedule B attached hereto. The insurance provided by the INDEPENDENT OWNER CONTRACTOR will be primary to the CARRIER's insurance while the vehicle is being operated in the service of the CARRIER. The INDEPENDENT OWNER CONTRACTOR agrees that should any claim be made for injury to persons or property arising out of operation of the vehicle, it will indemnify and hold the CARRIER harmless against any claim which may be made against the CARRIER, such indemnification to consist of any amounts paid in settlement or pursuant to a judgment, including reasonable counsel fees paid or payable by the CARRIER. This indemnification shall be for the benefit of CARRIER only and shall not relieve CARRIER's insurance carrier of any liability that it would otherwise have. INDEPENDENT OWNER CONTRACTOR will produce and file with CARRIER a copy of the policy or certificate describing the equipment and providing the policy limits and expiration date of the policy. The policy must provide that changes to or termination of the policy requires thirty (30) days notice to CARRIER. The INDEPENDENT OWNER CONTRACTOR agrees that if it does not supply this policy to CARRIER within 72 hours from the date of this Agreement, the CARRIER has the right to supply the insurance and deduct the premium for such from the INDEPENDENT OWNER CONTRACTOR.

If the CARRIER supplies the insurance, the CARRIER will charge-back to the INDEPENDENT OWNER CONTRACTOR the entire cost of the insurance supplied.

If the INDEPENDENT OWNER CONTRACTOR purchases any insurance coverage for the operation of the leased equipment from or through the CARRIER, the CARRIER will provide the INDEPENDENT OWNER CONTRACTOR with a certificate of insurance for each policy. Upon the request of the INDEPENDENT OWNER CONTRACTOR, the CARRIER will provide the INDEPENDENT OWNER CONTRACTOR with a copy of each policy.

19. Workers' Compensation and Taxes. INDEPENDENT OWNER CONTRACTOR agrees to assume responsibility for and to purchase, maintain, and keep in force Workers' Compensation and employer's liability insurance at his own expense, for his own benefit and that of drivers and/or helpers employed by him, in such scope, amount, and form of coverage as is satisfactory to CARRIER and to provide CARRIER with evidence of said protection. Pertinent information concerning the insurance is set forth on Schedule B attached hereto. In the alternative, if INDEPENDENT OWNER CONTRACTOR does not provide evidence of said protection, CARRIER may, at its option, provide said Workers' Compensation and employer's liability insurance at INDEPENDENT OWNER CONTRACTOR's expense which will be reflected in INDEPENDENT OWNER CONTRACTOR's Settlement Statement and INDEPENDENT OWNER CONTRACTOR agrees to execute all necessary forms in connection therewith. In the event INDEPENDENT OWNER CONTRACTOR does not provide evidence of said protection and CARRIER does not elect to provide such insurance, INDEPENDENT OWNER CONTRACTOR agrees to waive the right to make a claim against CARRIER for worker’s compensation.

INDEPENDENT OWNER CONTRACTOR agrees to indemnify, defend and hold CARRIER harmless from any and all claims, suits or other liability arising out of, based upon or incurred because of INDEPENDENT OWNER CONTRACTOR's failure to keep in force Workers' Compensation and employer's liability insurance. The term "employee" includes drivers, escorts, flagmen, helpers, or any other employees required by INDEPENDENT OWNER CONTRACTOR to perform the services covered by this Agreement. In no event shall CARRIER be held responsible for any liability of INDEPENDENT OWNER CONTRACTOR arising under any Workers' Compensation Act or employer's liability law. The policies of such Workers' Compensation insurance shall include an agreement by the underwriters to give CARRIER twenty (20) days written notice of cancellation or change on such insurance, but any such cancellation or change shall not affect the obligation of INDEPENDENT OWNER CONTRACTOR to maintain said insurance.

INDEPENDENT OWNER CONTRACTOR shall comply with all laws relating to employment of personnel, including, but not limited to, social security, unemployment insurance, withholding taxes, disability benefits, and the like and shall indemnify CARRIER against all liability for his failure to do so. INDEPENDENT OWNER CONTRACTOR further agrees to assume responsibility for, and pay as to said helpers or drivers, any and all Social Security, income withholding, and other like taxes and liabilities, where applicable.

20. Indemnification. INDEPENDENT OWNER CONTRACTOR agrees to indemnify, defend and hold CARRIER harmless from any and all claims, suits, losses, fines, damages, or liability arising out of, based upon or incurred because of the injury or death of any person or persons, including operators, drivers or helpers, or damage to property, including the equipment, or loss of or damage to cargo sustained or which may be alleged to have been sustained by reason of any act or omission, or alleged act or omission on the part of CARRIER or INDEPENDENT OWNER CONTRACTOR or their agents or employees, arising out of the use of the Equipment. This indemnification shall include any actions brought by any regulatory agency or other parties alleging any violation of law by CARRIER resulting from this Agreement. INDEPENDENT OWNER CONTRACTOR also agrees to indemnify, defend and hold CARRIER harmless from all legal fees and expenses which may be incurred by CARRIER in connection with the defense of any claims, etc. arising under this Agreement. CARRIER may withhold payment of any and all sums due to INDEPENDENT OWNER CONTRACTOR, to the extent of such loss, damage, liability, suits, fines or claims, which amounts shall then be deducted for the satisfaction thereof. Nothing in this paragraph 20 shall be construed to in any way limit the liability of CARRIER to the public in connection with the use of the Equipment under this Agreement. This indemnification shall be for the benefit of CARRIER only and is not intended to relieve CARRIER's insurance carrier of its obligation to provide primary coverage.

21. OWNER Responsible for All Purchases. It is agreed that INDEPENDENT OWNER CONTRACTOR, his agents or employees shall not charge any purchases to CARRIER and if in violation of this paragraph 21, INDEPENDENT OWNER CONTRACTOR or his employee or agent shall charge any purchase to CARRIER and if CARRIER shall be called upon to pay therefor, the parties agree that in addition to any other remedy available to CARRIER under this Agreement, such sums paid by CARRIER shall be recoverable under the terms of Paragraph 17 hereof.

22. Compliance With Regulations. The parties hereto understand that CARRIER, as a carrier by motor vehicle, is subject to regulations enacted by the United States Department of Transportation or Federal Motor Carrier Safety Administration and/or other regulatory agencies and that such agencies have enacted certain regulations relating to the leasing of equipment by carriers by motor vehicle and the operations of such equipment. It is the intention of the parties hereto that CARRIER shall comply fully with said regulations.

23. OWNER is Independent Contractor and Not Employee. This Agreement is intended by the parties to create the relationship of CARRIER and independent contractor and not that of an employer/employee or master/servant relationship. Neither INDEPENDENT OWNER CONTRACTOR nor its employees, agents or servants are to be considered employees of CARRIER at any time, under any circumstances or for any purpose. It is agreed by the parties hereto that INDEPENDENT OWNER CONTRACTOR assumes full and complete responsibility for all employees employed by it in the performance of all duties and obligations under this Agreement. It is agreed by the parties that CARRIER shall retain the right to direct what work is to be done and to establish such time schedules as are necessary to enable it to give service to its customers, but CARRIER has no right to and will not control the manner nor prescribe the method of doing that portion of the operations which is contracted for in the Agreement by INDEPENDENT OWNER CONTRACTOR, except such control as can reasonably be construed to be required by said regulations.

24. Scope of Operation. It is agreed by the parties hereto that during the period of time this Agreement is in effect, INDEPENDENT OWNER CONTRACTOR, or any employee or agent of INDEPENDENT OWNER CONTRACTOR in any way operating any of the equipment covered by this Agreement in any manner, will only display CARRIER's placards or identification devices and use CARRIER's documents, including those documents referred to in paragraph 7, when the equipment is being used in the service of the CARRIER and will remove the placards or identification devices if the equipment is being used for any other purpose whatsoever, including but not limited to service for himself or some other party. INDEPENDENT OWNER CONTRACTOR will indemnify, defend and hold harmless CARRIER from any and all claims, suits, losses, fines, damages, or liability arising out of, based upon or incurred because of INDEPENDENT OWNER CONTRACTOR's violation of this paragraph.

25. Interpretation of the Agreement and Severability. This Agreement shall be interpreted under the laws of the State of Michigan. In the event that any portion of this Agreement is held to be illegal or otherwise unenforceable, such determination shall not affect the validity of the remaining portions of the Agreement.

26. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors in interest and legal representatives.

27. Non-Competition and Non-Disclosure. Contemporaneously with the INDEPENDENT OWNER CONTRACTOR'S signing of this Agreement, the INDEPENDENT OWNER CONTRACTOR agrees to sign the Non-Competition and Non-Disclosure Agreement attached to this Agreement as Addendum I and incorporated into and made a part of this Agreement.

28. Contractor Independence/Control of Operations.

A. Federal and State Laws. At all times, Independent Contractor shall remain solely responsible for payment of all federal and state taxes accruing as a result of its maintenance and use of the leased vehicle, retention and payment of driver personnel to perform services under this agreement. Contractor warrants that it is familiar with and shall comply with all applicable employment laws and applicable taxes including and not limited to federal and state income tax, state worker's compensation, unemployment compensation taxes, and overtime requirements which may be applicable. Contractor shall indemnify and hold carrier harmless from these obligations.

To the extent not inconsistent with federal, state and safety regulations, including but not limited to hours of service requirements, highway speed limits and other restrictions, Contractor shall be free to set the method and time of performance for all delivery of loads accepted by it. The parties agree and understand that federal and state laws and regulations impose duties on carriers including the maintaining of records of Contractor operations, equipment maintenance, hours of service, reporting for state tax purposes all miles run by the vehicle as well as additional obligations imposed by carrier's insurer whose federal filings are a prerequisite of operations. Contractor agrees to comply with these federal duties and statutes with respect to the equipment leased to carrier and will provide all necessary supporting documents as required by law. Contractor warrants that it will only permit driver personnel to perform service under this Contract who have been credentialed and approved by Carrier in accordance to US DOT requirements.

B. Customer-Specific Requirements. The parties agree that in the performance of this contract, carrier in its sole discretion will tender Contractor individual loads, subject to its equipment availability on a load-by-load basis. It is agreed that any load may have customer-imposed service requirements which will be conveyed to the Contractor at time of tender. Contractor agrees to accept or reject the load tender and is not subject to forced dispatch. In accepting the load, Contractor agrees to perform in accordance with any special ground rules imposed by the customer and further warrants that the expected service can be provided in a safe and non-negligent fashion in accordance with its drivers' available hours of service.

C. Routes and Methods. The parties agree that federal regulation requires a carrier to be responsible for accounting for all miles run by the involved commercial vehicle while under lease and for the hours of service of the driver operating the leased vehicle, regardless of whether the truck is under dispatch. Notwithstanding these requirements, Contractor is free to select the routing for performing any dispatch consistent with state and federal highway speed limits, weight and other restrictions. Carrier will assist Contractor by

providing practical routing information for its use. Contractor agrees to indemnify and hold harmless carrier from any claim, fine, loss or damage which arises from the "deadhead or bobtail" use by it of the equipment.

Contractor agrees to indemnify and hold harmless Carrier from any claim, fine or assessment arising out of its failure to comply with the warranties and representations contained in this paragraph.

D. Independent Contractor Status. It is the intent of the parties for Contractor to retain the status of an independent contractor in business for federal and state law purposes. Carrier's control over Contractor shall be limited to that control required by federal and state statutes and regulations governing the conduct of motor carriers. Contractor shall train all of its driver personnel in accordance with U.S. DOT requirements and shall submit all driver personnel to carrier for qualification, safety and training to the extent required by federal regulations. Neither Contractor nor its driver employees shall be required to attend other employment training meetings held by the company nor shall they be subject to the company employment manual. Contractor shall have the right to substitute other qualified drivers to perform the services subject to carrier's confirmation that Contractor's driver meets the driver qualifications established by the U.S. DOT and its insurers.

Contractor warrants that no driver will be used until the driver has been qualified by carrier in accordance with federal safety requirements. At all times, Contractor shall remain responsible for hiring and supervising his employees and for paying their salaries and all relevant taxes. Contractor warrants compliance with all federal and state employment laws and shall indemnify and hold carrier harmless from its failure to discharge such obligations.

Contractor shall at all times be free to set its hours of operations consistent with the federally imposed hours of service requirements and the scope of the work accepted and the customer's service expectations. Contractor is free to work when and where it chooses and shall accept or reject work assignments on a load by load basis. Contractor agrees to comply with any scope of work requirement imposed by the customer service conditions when accepting a job assignment but is otherwise free to schedule the order of its work.

Where shipper requires same and to facilitate efficient dispatch, Contractor agrees to provide electronic notification of its operating status including when equipment is

loaded, unloaded or otherwise available to dispatch. Otherwise no oral or written report other than the supporting documents and logs required by the DOT, bills of lading and shipping documents required by the customer for payments and fuel taxes as required by IFTA shall be required.

Contractor shall be solely responsible for furnishing the power equipment used to provide service and shall keep same in good repair in accordance with federal regulation and inspection requirements. Contractor shall be solely responsible for the payments on the leased equipment on the subject equipment and shall have the right to make all crucial decisions with respect to the maintenance and operation of such equipment.

Consistent with the leasing regulations which require carrier to have exclusive possession and control of the equipment, Contractor shall be free with notice to work for other carriers or customers. Contractor shall have the right to discharge any driver it employs at any time. Contractor agrees that it shall reassign any driver which Carrier in its sole discretion determines is unqualified to comply with Carrier's federal imposed safety duties.

Contractor warrants as a condition of this contract that all equipment will be continually operated in accordance with U.S. DOT safety regulations in a non-negligent fashion.

Contractor shall accept work assignments on a job by job or load by load basis and agrees to comply with any ground rules or scope of work requirements established by the shipper as a service condition imposed on the work provided. Carrier does not guarantee Contractor a profit or limit its profit margin for contracts performed.

IN WITNESS WHEREOF, CARRIER and INDEPENDENT OWNER CONTRACTOR do hereby sign this Agreement on this _____ day of _____, 20____, which date shall be the Effective Date.

INDEPENDENT OWNER CONTRACTOR	PROFESSIONAL COURIER INTERNATIONAL, INC. d/b/a PROEX

Company Name:	Company Name:
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Mailing Address:	Mailing Address:
Street:	Street: 5195 Engle Rd
City State: Zip:	City: Brook Park State: OH Zip:44142
EIN#:	Federal ID No.: 34-1337434

ADDENDUM I

NON-COMPETITION AND NON-DISCLOSURE AGREEMENT

A. The undersigned acknowledges that during the term of this Agreement, undersigned will learn and will have access to certain confidential information and/or proprietary information of the Carrier, the Carrier's customers and affiliates, subsidiaries and related entities of Carrier. The undersigned agrees, warrants and represents that all of such confidential information and/or proprietary information will be held in confidence and he will not, at any time during its engagement with Carrier or at any time after the termination of undersigned's engagement under this Agreement, use, quote, disclose, disseminate or publish, directly or indirectly, in any manner whatsoever, any confidential information and/or proprietary information without the prior written consent of the Carrier and the Carrier's customers and affiliates, subsidiaries and related entities of the Carrier, as applicable.

B. "Proprietary Information" shall include, but shall not be limited to, processes and procedures used in connection with the business of Carrier, customers, suppliers, subcontractors, customer lists or affiliates, subsidiaries and related entities of Carrier, computer programs and modifications and enhancements thereto (including object code, source codes, work papers, work in process and flow charts), pricing, uncopyrighted or copyrighted works, patents, if any, inventions, whether or not patented,

ideas, discoveries, supplier lists, sublists, schedules, routing methods, routes, drawings, analysis and calculations, trade secrets as the term is defined under Ohio law, trademarks or service marks, whether registered or intended to be used and trade names of the Carrier.

C. "Confidential Information" includes, but is not limited to information directly or indirectly disclosed to the undersigned as a consequence of his relationship with the Carrier, Carrier's customers and/or affiliates, subsidiaries and related entities, pursuant to this Agreement, which information is not generally known to the public or competitors of the Carrier, Carrier's customers, affiliates, subsidiaries and related entities, and which shall include, but shall not be limited to methods of training and instruction, methods of operation, methods and calculations of pricing, customer lists, supplier lists, lists of prospective customers and suppliers, sales figures, employment information, tax records, personnel history, accounting procedures, object code and source code of computer programs, methods and manners of programming, methods and manners of routing, routes, financial information, customer contracts, sales representative contacts, business and marketing plans, compensation of employees and contractors, policies, future plans, and all other information and knowledge in whatever form used in management, marketing, purchasing, finance, operations or otherwise.

D. The undersigned shall not, during the term of this Agreement except as required to perform his duties under this Agreement or for twenty-four (24) months after the termination of this Agreement, contact, directly or indirectly, by any means whatsoever, transact business with, or be engaged by any customer, supplier, vendor or subcontractor of Carrier or any prospective customer, supplier, vendor or

subcontractor who contacts or transacts business with Carrier during the term of the undersigned's engagement under this Agreement.

E. The undersigned shall not, for a period of twenty-four (24) months after the termination of this Agreement, engage, use, hire or solicit for employment or otherwise engage any current or former contractor or employee of Carrier.

F. The undersigned shall not, directly or indirectly, by any method whatsoever without the prior written consent of the Carrier, reproduce, copy, or otherwise duplicate, or distribute, use (except for the benefit of Carrier) any computer software including, but not limited to, source code and object code thereof, or schedules, routes or any other materials, no matter whether in writing, magnetic media or any other medium, including, but not limited to, any records, memoranda, computer diskettes and CD's and writings, drawings, lists, processes or any Confidential Information and/or Proprietary Information which the undersigned has control or possession as a result of its engagement with the Carrier.

G. The undersigned acknowledges and recognizes that any violation or threatened violation of this Agreement cannot reasonably or adequately be remedied by the payment of damages in action at law and irreparable injury and damage will result to the business of the Carrier. Therefore, undersigned agrees in the event of an actual or threatened breach of this Agreement, the Carrier shall be entitled to injunctive

and other equitable relief restraining the undersigned and/or other persons from disclosing confidential information and proprietary information in violation of this Agreement or from performing any act in violation of this Agreement. In addition, in the event of a breach or violation by undersigned of this Agreement the restricted periods described in Paragraphs D, E and F of this Section shall be tolled until such breach or violation has been duly cured. Nothing herein shall be construed as prohibiting the Carrier from pursuing all other available remedies including, but not limited to, recovery of damages, from the undersigned.

H. The Carrier and the undersigned agree that the restrictions set forth in this Agreement are fair and reasonable in all respects, including length of time and geographic area. All terms and conditions of this Agreement shall survive the termination of this Agreement.

Company Name:	
Signature:	Title:
Print Name:	
Date:	

SCHEDULE A

Equipment Leased

Make	Type of Vehicle	Year	Model	Serial No.	License No.	State

(1) RECEIPT BY CARRIER FOR POSSESSION OF EQUIPMENT

Received of _____, OWNER on _____, 20____, at (A.M.)(P.M.)

Tractor
Make _____Type _____Serial No. _____ Year _____License No. _____

Tractor

Make _____Type _____ Serial No. _____ Year _____License No. _____

_____ (CARRIER) By:_____

(2) RECEIPT BY OWNER FOR POSSESSION OF EQUIPMENT

Received of _____, AUTHORIZED CARRIER on _____, 20__, at _____ (A.M.)(P.M.)

Tractor
Make _____Type _____Serial No. _____ Year _____License No.

Tractor
Make _____Type _____ Serial No. _____ Year _____License No. _____

_____ (OWNER) By:_____

SCHEDULE B
Owner Insurance

INDEPENDENT OWNER CONTRACTOR hereby furnishes CARRIER evidence of insurance described as follows (check where applicable):

☐ Automobile Liability Bodily Injury and Property Damage Insurance. (See Note Below)

Insurance Company and Address:_____

Policy No. _____Expires:_____

Insurance Agent and Address:_____

Note: This insurance must be in the following minimum amounts:

1. $100,000/100,000/25,000 for car's up to 3,000 pounds GVW (minimum recommended amount).
2. $1,000,000 combined single limit minimum REQUIRED for vehicles 3,001 pounds GVW or greater.

OR

☐ Deadhead and Bobtail (non-trucking)

Insurance Company and Address:_____

Policy No. _____Expires:_____

Insurance Agent and Address:_____

Note: This insurance must be in the following minimum amounts $100,000/100,000/25,000 for vehicles up to 3,000 pounds GVW (minimum recommended amount). Carrier to be named as additional named insured on Contractor's policy.)

Named additionally insured: Professional Courier Int'l Inc., dba ProEx
5195 Engle Rd
Brook Park, OH 44142

ProEx Logistics, LLC
5195 Engle Rd
Brook Park, OH 44142

Workers' Compensation Insurance. (See Note Below)

Workers' Compensation Carrier and Address:_____

Policy No. _____ Effective Date: _____ Expires: _____

Note: INDEPENDENT OWNER CONTRACTOR agrees that to the extent he/she fails to provide workers' compensation insurance, he/she waives the right to make a claim against CARRIER for workers' compensation.

_____
INDEPENDENT OWNER CONTRACTOR

REPORT OF VEHICLE INSPECTION

Description of Vehicle:

Make:_____ Year:

Model:_____ Serial No.:

Type:

Tractor_____

Truck_____

Semi Trailer_____
Full Trailer_____

License Plate:

No.:_____ State: _____

Owner's Name:_____

Name of Authorized Carrier: Professional Courier International, Inc.
d/b/a ProEx

Indicate in the proper column the result of the inspection of each item listed:

Item	Not Defective		Defective		
	Power Unit	Trailer	Power Unit	Trailer	Description of Defect
Body					
Brakes					
Cooling System					
Drive Line					
Emergency equipment					
Engine					

Exhaust _____
Fuel System _____
Glass _____
Horn _____
Leaks _____
Lights
(state which) _____
Reflectors _____
Speedometer _____
Springs _____

Item	Not Defective		Defective		
	Power Unit	Trailer	Power Unit	Trailer	Description of Defect
Steering					
Tires					
Wheels					
Windshield wiper					
Any other items requiring attention:					

I hereby certify that on the ____ day of _____, I carefully inspected the Equipment described above and that this is a true and correct report of the result of such inspection.

_____
(Signature of person making inspection)

I hereby certify that on the date stated above the person who made the inspection covered by this report was competent and qualified to make such inspection and was duly authorized to make such inspection as a representative of Carrier.

Date: ____/_____/_____

_____
(Signature of CARRIER, Partner, Officer, Safety Director or other Supervisory Employee responsible for safety compliance)

Exhibit B

INDEPENDENT OWNER CONTRACTOR's compensation is based upon a percentage of the consideration paid to CARRIER by its customer. The percentage and consideration upon which the compensation is based may vary from customer to customer and is set forth in CARRIER's compensation schedules which are incorporated herein by reference. CARRIER may change from time to time all or any one of the compensation schedules or any individual items on the compensation schedules, without prior notice to INDEPENDENT OWNER CONTRACTOR. The compensation schedules for each customer may be reviewed by the INDEPENDENT OWNER CONTRACTOR at any reasonable time upon request. All information in the compensation schedules is strictly confidential and may not be divulged by the INDEPENDENT OWNER CONTRACTOR to any other parties.