

1. **Purpose, Definitions and Construction.** The purpose of this Agreement and the financing provided herein is commercial in nature and is not for household, consumer, family, and/or personal use. The following terms have been given the following meanings:
 - 1.1. **"Account"** - all "accounts" as defined in the Uniform Commercial Code and all goods represented therefrom, created by the Client.
 - 1.2. **"Account Debtor"** - the obligor on an Account. The person or entity is obligated to pay for an account, including but not limited to, general intangibles and chattel paper.
 - 1.3. **"Account Due Date"** - with respect to a Purchased Account, usually thirty (30) calendar days from the date on which the Initial Purchase Price is paid.
 - 1.4. **"Advance Rate"** - the percentage of the Face Amount of Purchased Accounts immediately available to the Client on the Purchase Date as outlined in the Factoring Service Agreement.
 - 1.5. **"Agreement"** - this Accounts Receivable Purchase Agreement as modified or amended from time to time, and any exhibits or attachments to this Agreement.
 - 1.6. **"Agreement Type"** - the type of agreement outlined the client is enrolled in and specified on the Factoring Service Agreement.
 - 1.7. **"Avoidance Claim"** - any claim that any payment received by BridgeHaul from or for the account of an Account Debtor is avoidable or subject to disgorge under the Bankruptcy Code or any other debtor relief statute.
 - 1.8. **"Buy Out"** - the process by which a client wishes to terminate the agreement with BridgeHaul and Client elects to have a third party pay off all outstanding Purchased Accounts in one or more lump sum payments in the aggregate amount of the total BridgeHaul Investment.
 - 1.9. **"Buy Out Fee"** - a fee of One Thousand Dollars (\$1,000.00) when a client elects to do a Buy Out.
 - 1.10. **"BridgeHaul"** - see preamble.
 - 1.11. **"BridgeHaul Generated Invoices"** - invoices generated by BridgeHaul pursuant to Section 2.2 hereof.
 - 1.12. **"BridgeHaul Investment"** - with respect to a Purchased Account, the sum of (i) the Initial Purchase Price, plus (ii) all past due fees and charges owed by Client to BridgeHaul relating to said Purchased Account.
 - 1.13. **"BridgeHaul Investment Percentage"** - 100% less than the Reserve Percentage.
 - 1.14. **"Cancellation"** - the agreement may be cancelled pursuant to the terms set forth herein, provided that all Obligations have been met.
 - 1.15. **"Clearance Days"** - outlined in the Factoring Service Agreement.
 - 1.16. **"Client"** - see preamble.
 - 1.17. **"Client Generated Invoices"** - invoices generated by Client.
 - 1.18. **"Closed"** - a Purchased Account is closed upon the first to occur of (i) receipt of full payment by BridgeHaul or (ii) the unpaid balance has been charged to the Reserve Account by BridgeHaul pursuant to the terms hereof.
 - 1.19. **"Collateral"** - all the personal property of the Client wherever located, and now owned or hereafter acquired including all (i) Accounts, (ii) Chattel Paper, (iii) Inventory, (iv) Goods, (v) Machinery (vi) Instruments, including promissory notes, (vii) Investment Property, (viii) Documents, (ix) Deposit Accounts, (x) Letter of Credit Rights, (xi) General Intangibles, (xii) Supporting Obligations, (xiii) cash, (xiv) books and records relating to all the foregoing, and (xv) to the extent not listed above as Collateral, all proceeds, and products of the foregoing.

BridgeHaul and the Client agree that the foregoing description of the Collateral covers all of Client's assets. The words used (i) through (xii) above have the meaning given to them in the Uniform Commercial Code as in effect in Georgia (the "UCC").

- 1.20. **"Collateral Reserve"** - a percentage, if applicable to the Agreement, of outstanding Account Receivables or a specified dollar amount acquired from collections and maintained by BridgeHaul throughout Term.
- 1.21. **"Commercial Terms"** - outlined in the Factoring Service Agreement.
- 1.22. **"Dilution"** - the percentage of chargeback debits divided by the total payments received for any specific period selected.
- 1.23. **"Dispute"** - any dispute or claim, bona fide or not as to the price, terms, amount, quantity, quality, setoff, claims in recoupment or other defense to payment asserted by an Account Debtor.
- 1.24. **"Early Termination Fee"** - a fee equal to the average fees of the prior three (3) months times the number of months remaining of the then existing term or any Renewal Period after the effective date of termination of this Agreement, or \$2,500.00, whichever is greater.
- 1.25. **"Effective Date"** - the date the Client signs the Factoring Services Agreement; provided, however, that if the first funding date occurs after the date of execution, the first funding date shall be deemed the Effective Date for all purposes under this Agreement.
- 1.26. **"Eligible Account"** - an Account which is not an Ineligible Account.
- 1.27. **"Email Submission Fee"** - a fee of Five Dollars (\$5.00) per invoice processed via email, unless otherwise specified on Factoring Service Agreement.
- 1.28. **"Events of Default"** - see Section 17.
- 1.29. **"Exposed Payments"** - payments received by BridgeHaul from an Account Debtor which has become subject to a bankruptcy proceeding.
- 1.30. **"Face Value"** - the amount presented as due on an Account at the time of Purchase.
- 1.31. **"Factoring Fee"** - as specified in the Factoring Service Agreement multiplied by the original face value of a Purchase Account, for each Factoring Fee Period or portion thereof, computed from Purchase Date by Purchaser through and including the Late Payment Date.
- 1.32. **"Factoring Fee Period(s)"** - as specified in the Factoring Service Agreement, the period in which the corresponding Factoring Fee will be applied to such Eligible Account(s) after payment has been received by Purchaser and after said Clearance Days have passed.
- 1.33. **"Factoring Monthly Minimum"** - a minimum monthly volume of Purchased Accounts, as outlined on the Factoring Service Agreement, may be required by BridgeHaul if the rate provided to the Client was determined based on a large monthly volume. This requirement shall apply only if a specific minimum volume is expressly stated in the applicable agreement. If no amount is stated or the field is indicated as "N/A," then no Factoring Monthly Minimum requirement shall apply. The Client acknowledges that failure to meet an agreed-upon Minimum Monthly Volume may result in adjustments to the applicable rates, fees, or terms, as set forth in the Agreement.
- 1.34. **"Factoring Monthly Projected A/R Volume"** - the Client's estimated total dollar amount of Accounts to be submitted for purchase by BridgeHaul during a calendar month, as set forth in the Factoring Service Agreement.
- 1.35. **"Financial Inability"** - means that the Account Debtor is unable to pay the Client and all other similarly situated creditors in the ordinary course of its business, solely as a result of its financial inability and for no other reason.
- 1.36. **"Funded Amount"** - the face value of an Account multiplied by the Advanced Rate, less any amounts due to Purchaser from Seller.
- 1.37. **"Fuel Advance (Advance Funding)"** - a percentage of the Face Value of a Purchased Account that is paid to Client before the Client has completed all services associated with the Purchased Account

- 1.38. "Fuel Advance (Advance Funding) Fee"** - a percentage fee above and beyond the factoring fee that is assessed on the Face Value of a Purchased Account when a client requests a Fuel Advance.
- 1.39. "Fuel Monthly Minimum"** - if specified in the Fuel Agreement or the Factoring Service Agreement, Client agrees to maintain a minimum monthly fuel purchase volume. This requirement shall apply only if a specific minimum volume is expressly stated in the applicable agreement. If no amount is stated or the field is indicated as "N/A," then no Fuel Monthly Minimum requirement shall apply. The Client acknowledges that where a Fuel Monthly Minimum is applicable, the rates, discounts, or program terms provided are based on the expectation of consistent fuel purchase volume. Failure to meet such requirement may result in adjustments to applicable rates, discounts, or program terms. BridgeHaul may, in its sole discretion, waive any Fuel Monthly Minimum requirement for any given period.
- 1.40. "Fuel Monthly Projected Volume"** - the Client's estimated total fuel purchase volume, measured in gallons, during a calendar month, as set forth in the applicable agreement.
- 1.41. "Ineligible Accounts"** - Purchased Accounts:
- 1.41.1. that do not conform with the representations and warranties set forth in Section 14 of this Agreement.
 - 1.41.2. any portion thereof, for which payment has not been received by BridgeHaul, for any reason.
 - 1.41.3. which are owned by BridgeHaul at the time that Client has committed an Event of Default hereunder.
- 1.42. "Ineligible Days"** - the number of days, defined in the Factoring Service Agreement, from the date of a Purchased Account when the Purchased Account is considered Ineligible.
- 1.43. "Ineligible Fee"** - a fee assessed when a Purchased Account remains unpaid beyond the Ineligible Days as defined in this Agreement or as outlined in the Factoring Service Agreement. Unless otherwise stated in the Factoring Service Agreement, an additional 0.50% of the Face Value of the Purchased Account will be added to the Factoring Fee, and for each additional thirty (30) days beyond the Ineligible Days, an additional 0.50% will apply.
- 1.44. "Initial Purchase Price"** - the product of the Net Face Amount multiplied by the BridgeHaul Investment Percentage related to that Purchased Account.
- 1.45. "Invoice"** - the document that evidence or is intended to evidence an Account. Where the context so requires, reference to an Invoice shall be deemed to refer to the Account to which it relates.
- 1.46. "Insolvent"** - an Account Debtor has become Insolvent if it is the subject of:
- 1.46.1. a petition under any state or federal debtor relief or liquidation statute filed within the Insolvency Period
 - 1.46.2. a proceeding under Chapters 11, 7, or 13 of the Bankruptcy Code filed on or after the Purchase Date and within the Insolvency Period, or
 - 1.46.3. The Financial Inability of an Account Debtor.
- 1.47. "Insolvency Period"** - The earlier of:
- 1.47.1. the Late Payment Date or
 - 1.47.2. the date on which the Seller could be required to repurchase an Account under herein entitled "Repurchase of Accounts."
- 1.48. "Introductory Period"** - outlined in the Factoring Service Agreement, if applicable.
- 1.49. "Late Payment Date"** - the final day on which an invoice is considered not late as represented on the Factoring Service Agreement as the Ineligible Days. Invoices which are not paid after the Ineligible Days become subject to an Ineligible Fee.
- 1.50. "Loyalty Discount"** - if applicable and subject to qualification, BridgeHaul may, at its discretion, apply a loyalty discount to the prevailing factoring fee percentage based on the number of consecutive full years since the

Client's first funded invoice. The factoring fee percentage shall be programmatically reduced by 0.10% for each full year of continuous funding, not to exceed a total reduction of 0.50%. In no event shall the factoring fee be reduced below 1.50%. Eligibility for this loyalty discount is not guaranteed and may vary by Client.

- 1.51. "Misdirected Payment Fee"** - Fifteen Percent (15%) of the amount of any payment on account of a Purchased Account where said payment has been received by Client and not immediately delivered in kind or the proceeds paid by Client to BridgeHaul.
- 1.52. "Non-Recourse Account"** - if applicable and as outlined in the Factoring Service Agreement, a Purchased Account under a Non-Recourse Agreement Type, where BridgeHaul assumes the credit risk when the Account Debtor files for bankruptcy or becomes insolvent before the Account Late Payment Date. In the event one of these two credit events occurs, the Client will not be obligated to Repurchase the Purchased Account. Non-payment by an Account Debtor for all other reasons requires that the Client Repurchase the Non-Recourse Account as stated in Section 8.
- 1.53. "Net Face Amount"** - the gross amount of a Purchased Account, based on shortest selling terms to which the Account Debtor is entitled.
- 1.54. "Obligations"** - all present and future obligations owing by Client to BridgeHaul, whether or not for the payment of money, whether or not evidenced by any note or other instrument, whether direct or indirect, absolute or contingent, due or to become due, joint or several, primary or secondary, liquidated or unliquidated, secured or unsecured, original or renewed or extended, whether arising before, during or after the commencement of any Bankruptcy Case in which Client is a debtor, and all principal, interest, fees, charges, expenses, attorneys' fees and accountants' fees chargeable to Client or incurred by BridgeHaul in connection with this Agreement and/or the transaction(s) related thereto.
- 1.55. "Parties"** - Seller and Purchaser
- 1.56. "Preparation Fee"** - a fee of Two Hundred and Fifty Dollars (\$250) associated with the underwriting of the agreement and the removal of the UCC filings that the client will be required to pay under any circumstances defined in Section 28.
- 1.57. "Prime Rate"** - the "prime rate" as set forth in The Wall Street Journal. Purchasers may adjust the Factoring Fee to reflect changes in the Prime Rate. Any adjustment to the Factoring Fee based on changes in the Prime Rate shall be communicated to Client via electronic notice and shall apply prospectively.
- 1.58. "Purchase Date"** - the date on which Seller has been advised in writing, or by update to Purchaser maintained website, that Purchaser has agreed to purchase an Account.
- 1.59. "Purchase Schedule"** - a numbered schedule prepared by BridgeHaul listing those Accounts purchased by BridgeHaul from Client.
- 1.60. "Purchased Account"** - an Account which has been purchased by BridgeHaul from Client hereunder.
- 1.61. "Recourse Account"** - if applicable and as outlined in the Factoring Service Agreement, a Purchased Account under a Recourse Agreement Type, require Client to repay, repurchase, or otherwise reimburse BridgeHaul for any Purchased Account that is unpaid, disputed, or otherwise ineligible, including through debit of the Reserve Account or offset against amounts owed to Client.
- 1.62. "Repurchased"** - an Account has been closed pursuant to Section 8.
- 1.63. "Reserve Account"** - a non-interest-bearing account established in the records of BridgeHaul (and not a segregated or separate account), representing the difference between the BridgeHaul Investment and the Net Face Amount of Purchased Accounts.
- 1.64. "Reserve Percentage"** - a percentage of Purchased Accounts until Collateral Reserve achieved, as set forth in Section 4.
- 1.65. "Reserve Shortfall"** - occurs when the Reserve Account balance is less than zero (\$0) dollars.
- 1.66. "Review Period"** - as defined on Factoring Service Agreement, if applicable.
- 1.67. "Settlement Amount"** - payments received by BridgeHaul as proceeds of Purchased Accounts listed on a Purchase Schedule in excess of the BridgeHaul Investment relating thereto.

1.68. "Seller" - See Preamble.

1.69. "Special Accommodation" - the financial accommodations provide for a fee to Seller in Purchaser's sole discretion as set forth on the Factoring Service Agreement, or in addendum.

1.70. "Successive Term" -

1.71. "Term" - the period during which this Agreement remains in effect, as specified in the Factoring Service Agreement. The Term may be defined in the Factoring Service Agreement as the *Introductory Period*, *Commercial Term*, *Review Period*, or other designated initial period (collectively, the "Agreement Term"). Unless otherwise stated in the Factoring Service Agreement, all Agreement Terms automatically renew for successive periods of equal length until terminated in accordance with this Agreement.

1.72. "Transaction Fee" - a fee charged per funding schedule or payout event, as outlined in the Factoring Service Agreement, and applicable based on the selected payout method, regardless of invoice count.

1.73. "UCC Termination Fee" - a fee of Two Hundred and Twenty-Five Dollars (\$225.00) when a client elects to do a Buy Out.

1.74. "Unnoted Advance Fee" - Ten Percent (10%) or One Hundred Dollars (\$100.00, whichever is greater, of the original face value of any Account which has been sold to Purchaser by Seller whereby any monies have been advanced to Seller against the Account and have otherwise been disclosed to Purchaser in writing prior to Purchase of said Account.

2. Sale and Acceptance of Accounts and Optional Generation of Invoices.

2.1. The Client may tender to BridgeHaul for purchase pursuant to this Agreement certain of its Accounts:

2.1.1. by delivering to BridgeHaul copies of the Client Generated Invoices and any additional backup documentation relating thereto as requested by BridgeHaul; or

2.1.2. by delivering to BridgeHaul the applicable contract or agreement governing the Account (e.g., purchase order, service agreement, bill of lading, shipment record, service completion records or project acceptance documentation or other equivalent documentation), together with proof of performance, completion, or delivery of goods or services, and any additional supporting documentation reasonably requested by BridgeHaul to prepare the BridgeHaul Generated Invoices.

2.2. If requested to do so by the Client, BridgeHaul shall endeavor to prepare the BridgeHaul Generated Invoices provided that it receives the information and items described in Section 2.1.2 above. BridgeHaul shall send the BridgeHaul Generated Invoice to the applicable Account Debtor and shall provide a copy of such BridgeHaul Generated Invoice to the Client. It shall be the Client's responsibility to timely review each BridgeHaul Generated Invoice and timely notify BridgeHaul of any errors or discrepancy in such BridgeHaul Generated Invoice, but in any event within one business day of receipt of the BridgeHaul Generated Invoice. BridgeHaul shall not be liable for any errors or omissions in the preparation or delivery of any BridgeHaul Generated Invoice.

2.3. BridgeHaul will conduct such examination and verification of the Accounts, and such credit investigation of the Account Debtors, as it considers necessary or desirable, and will notify the Client as to which of the individual Accounts tendered by the Client, if any, BridgeHaul elects to purchase from the Client. BridgeHaul shall have the absolute right, in its sole discretion, to reject any or all of the Accounts tendered to it by the Client, irrespective of whether or not BridgeHaul has previously purchased Accounts from the Client or has purchased Accounts of any particular Account Debtor.

2.3.1. **Receivable Purchase Limit.** BridgeHaul may, at its sole discretion, establish a maximum aggregate amount of Receivables that it will purchase or fund for the Client at any given time (the "Receivable Purchase Limit"). The Receivable Purchase Limit may be adjusted by BridgeHaul from time to time based on credit evaluation, payment performance, or other underwriting criteria, with notice to the Client.

2.3.2. **Credit Limit Per Debtor.** For each Account Debtor, BridgeHaul may establish a specific credit limit ("Credit Limit Per Debtor") representing the maximum aggregate amount of Receivables from such Account Debtor that BridgeHaul will purchase or finance. Any Receivable that exceeds the applicable limit may be deemed an Ineligible Account unless BridgeHaul provides prior written approval.

- 2.3.3. **Monitoring and Adjustment.** BridgeHaul reserves the right to periodically review and adjust the Receivable Purchase Limit or Credit Limit Per Debtor in its reasonable discretion. The Client agrees to promptly provide updated financial statements, aging reports, and other requested documentation to support credit monitoring and limit reassessment.
- 2.3.4. **Effect of exceeding Limits.** Any Receivable purchased or submitted in excess of the applicable limit shall not be deemed automatically approved or eligible for funding. BridgeHaul may, at its option, reject, suspend, or repurchase such Receivables, or apply additional reserves or fees consistent with the Factoring Service Agreement.

2.4. Those Accounts which BridgeHaul elects to purchase from the Client shall be listed in a Purchase Schedule sent by BridgeHaul to Client. Client shall have been deemed to have sold to BridgeHaul, and BridgeHaul shall be deemed to have purchased all right, title, and interest of the Client in and to the Accounts listed on the Purchase Schedule.

2.5. Notwithstanding anything contained herein to the contrary, the fact that BridgeHaul has agreed to purchase a particular Account or the fact that BridgeHaul has or has not placed a credit limit on Accounts from a particular Account Debtor, is not a representation, warranty, guarantee, promise or any form of surety by BridgeHaul that such Account will be paid by the Account Debtor and does not in any way affect Client's obligations to BridgeHaul with respect to that Account, including but not limited to Client's repurchase obligation set forth in Section 8 hereof.

3. Payment of Purchase Price.

3.1. The Initial Purchase Price for each Purchased Account, less any amounts due by Client to BridgeHaul hereunder, shall be paid to the Client in immediately available funds at the time of purchase.

3.2. If Applicable, upon BridgeHaul's review of the introductory period ("Review Period") and at BridgeHaul's sole discretion, shall determine if the combined balance of Accounts purchased from Client meets or exceeds a corresponding average monthly minimum per calendar month ("Monthly Factor Amount"). If it is determined that the total combined balance of Accounts purchased is below a corresponding Monthly Factor Amount at the completion of the Review Period, the corresponding Factor Fee shall be based on the fee table shown in the Factoring Service Agreement, and such rate shall remain the effective rate for the duration of the following Review Period until Factor evaluates the Client's Monthly Factor Amount at the completion of any Review Period.

3.2.1. If applicable, upon completion of any Review Period, if the total combined balance of Accounts purchased is below the factoring monthly minimum threshold determined by BridgeHaul, the Factor's Fee described in Section 3.1 may, at BridgeHaul's sole discretion, be adjusted to the maximum rate then applicable to the Client's account as determined by BridgeHaul based on prevailing pricing or the date each invoice was closed. Such rate shall remain in effect for the duration of the following Review Period unless and until BridgeHaul re-evaluates the Client's Monthly Factor Amount at the completion of a subsequent Review Period.

3.3. If a Minimum Monthly Volume requirement is applicable pursuant to Section 1.33 (Factoring Monthly Minimum) and/or Section 1.38 (Fuel Monthly Minimum), and Client fails to meet such requirement in any calendar month, BridgeHaul may, in its sole discretion:

3.3.1. Adjust the applicable factoring rates, fees, or pricing tiers;

3.3.2. Assess a non-compliance fee or

3.3.3. Reassess, modify, or terminate the Agreement in accordance with Section 29.

4. Reserve Account.

4.1. Refund of Reserve Account, at BridgeHaul's discretion, BridgeHaul shall pay the Settlement Amount to Client, net of any amount due to BridgeHaul by Client hereunder.

4.2. BridgeHaul may reduce the Reserve Account by any amounts due from Client to BridgeHaul hereunder.

4.3. BridgeHaul may increase the Reserve Account at any time without notice if in the exercise of its reasonable discretion such increase is necessary to reflect events, conditions, contingencies, or risks which do or may affect the value of the Collateral or Client's ability to perform its obligations hereunder.

- 4.4.** BridgeHaul may pay any amounts due to the Client hereunder by a credit to the Reserve Account.
- 4.5.** Upon termination/cancellation of this agreement, BridgeHaul may retain the Reserve Account:
- 4.5.1.** For ninety (90) days thereafter to be applied to payment of any Obligations unknown to BridgeHaul at the time of cancellation or termination, and /or unless and until Client has executed and delivered to BridgeHaul a General Release of Liability.
- 4.5.2.** Upon termination of this Agreement BridgeHaul, may retain the Reserve Account unless and until Client has executed and delivered to BridgeHaul a general release in a form acceptable to BridgeHaul in its sole discretion.
- 5. Fees.**
- 5.1. Buy Out Fee.** Client agrees to pay BridgeHaul upon Buy Out.
- 5.2. Email Submission Fee.** BridgeHaul provides online applications to facilitate invoice submission and provide Client with the best customer experience. If Client decides to submit an invoice via email instead of using the online process, Client will be assessed an additional fee per invoice for manual processing of the emailed documents.
- 5.3. Factoring Fee.** The client shall pay on all accounts purchased by BridgeHaul.
- 5.4. Ineligible Fee.** On demand on all past due amounts due to Purchaser from Seller hereunder and the amount of any Reserve Shortfall.
- 5.5. Misdirected Payment Fee.** Client shall pay any Misdirected Payment Fee to BridgeHaul immediately upon accrual.
- 5.6. Missing Notation Fee.** Client shall pay the Missing Notation Fee on any Account that is sent by Client to an Account Debtor which does not contain the notice as required, immediately upon accrual.
- 5.7. Transaction Fee.** Client agrees to pay a Transaction Fee for each funding schedule or payout processed by BridgeHaul, based on the selected payout option (including but not limited to fast pass, express pay, same day ACH, next day ACH, or fuel card funding). Such fee applies per funding event, regardless of the number of invoices included in the schedule.
- 6. Clearance Days.** For all purposes under this Agreement, two (2) business day on all checks and electronic funds transfers, Clearance Days will be added to the date on which BridgeHaul receives any payment.
- 7. Account Disputes.** Seller shall notify BridgeHaul promptly of and, if request by BridgeHaul, will settle all disputes concerning any Purchased Account, at Seller's sole cost and expense. BridgeHaul may, but is not required to, attempt to settle, compromise, or litigate (Collectively, "Resolve") the dispute upon such terms, as BridgeHaul in its sole discretion deem advisable, for Seller's account and risk and at Seller's sole expense. Upon the occurrence of an Event of Default BridgeHaul may resolve such issues with respect to any Account of Seller.
- 8. Client Repurchase of Accounts.** BridgeHaul may require that Client repurchase of accounts, by payment of the BridgeHaul Investment, on demand, or, at BridgeHaul's option, by BridgeHaul's charge to the Reserve Account:
- 8.1.** Any Purchased Account which becomes an Ineligible Account.
- 8.2.** Any Purchased Account, the payment of which has been disputed by the Account Debtor obligated thereon, BridgeHaul being under no obligation to determine the bona fide of such dispute.
- 8.3.** Any Purchased Account for which Client has breached its warranty under Section 14 hereunder.
- 8.4.** Any Purchased Account owing from an Account Debtor in which BridgeHaul's reasonable credit judgment has become insolvent; and
- 8.5.** All Purchased Accounts upon the occurrence of an Event of Default or upon the termination date of this Agreement.
- 9. Exposed Payments.**
- 9.1.** Upon termination of this Agreement Seller shall pay to BridgeHaul (or BridgeHaul may retain), to hold in a non-segregated non-interest-bearing account the amount of all Exposed Payments (the "Preference Reserve").

- 9.2. BridgeHaul may charge the Preference Reserve with the amount of any Exposed Payments which BridgeHaul pays to the bankruptcy estate of the Account Debtor which made the Exposed Payment, an account of a claim asserted under Section 547 of the Bankruptcy Code.
- 9.3. BridgeHaul shall refund to Seller from time to time that balance of the Preference Reserve for which a claim under Section 547 of the Bankruptcy Code can no longer be asserted due to the passage of the statute of limitations, settlement with the bankruptcy estate of the Account Debtor or otherwise.
- 9.4. BridgeHaul may retain the Reserve Account unless and until the Seller has executed and delivered to BridgeHaul a general release.

10. Collection of Accounts; Special Power of Attorney.

- 10.1. Client shall direct the Account Debtors on Accounts to make payment as directed by BridgeHaul by providing such notation on an Invoice as BridgeHaul shall direct.
- 10.2. Any payments from Account Debtors received by Client contrary to payment instructions given to such Account Debtors shall be delivered in kind to BridgeHaul immediately upon receipt.
- 10.2.1. Foreign Currency and Exchange Rate. All monetary amounts under this Agreement shall be payable in U.S. Dollars (USD). If payment is made in any other currency, it shall be converted to USD at the exchange rate published by The Wall Street Journal on the date of payment receipt by BridgeHaul. Client shall bear any currency conversion costs, transfer fees, or bank charges associated with cross-border payments.
- 10.2.2. Withholding Taxes. All payments to BridgeHaul shall be made free and clear of any taxes, levies, or withholdings. If any deduction or withholding is required by applicable law, the Client shall increase the payment so BridgeHaul receives the full amount it would have received absent such deduction.
- 10.3. Client hereby grants BridgeHaul an irrevocable power of attorney (which, being coupled with an interest, is irrevocable) for the purpose of acting on Client's behalf too:
- 10.3.1. Endorse or sign Client's name on any checks or other instruments which come into BridgeHaul's possession with respect to Accounts.
- 10.3.2. Negotiate, transfer, deposit, and otherwise deal with such checks or other instruments as the sole owner thereof.
- 10.3.3. Settle, compromise, enforce and attempt to collect any Account after the occurrence of an Event of Default.
- 10.4. After an Event of Default, Client hereby grants BridgeHaul an irrevocable power of attorney (which, being coupled with an interest is irrevocable) for the purpose of acting on Client's behalf to change the address for the delivery of mail to BridgeHaul's address and to receive and open mail addressed to Client.
- 10.5. In granting this Power of Attorney, Client hereby cancels and revokes all previous powers of attorney in respect of the matters comprised herein which have been granted to any other person.

11. Security Interest.

- 11.1. As collateral securing the Obligations, Client grants BridgeHaul a continuing priority security interest in and to the Collateral.
- 11.2. Notwithstanding the creation of the above security interest, the relationship of the parties shall be that of purchaser and seller of accounts, and not that of lender and borrower.
- 11.3. To enable BridgeHaul's perfection of its unconditional and unfettered ownership interest in the Purchased Accounts, Client authorizes BridgeHaul to file a UCC Financing Statement so noting such ownership interest.
- 11.4. BridgeHaul shall have the right to offset, recoup, and apply all funds it may receive, including from the reserve account, to satisfy the Obligations owed to it under any Agreement(s) it may have with Seller.

12. Affirmative Covenants.

- 12.1. Client shall provide BridgeHaul with:

- 12.1.1. Access to Client's bank records, including but not limited to bank statements and deposit records, as requested by BridgeHaul.
- 12.1.2. Access to Client's operational systems, data platforms, or technology tools reasonably necessary for BridgeHaul to verify performance, delivery, or fulfillment of services or goods, including but not limited to tracking systems, logistics software, enterprise resource planning (ERP) systems, or other equivalent business systems used in the ordinary course of Client's operations.
- 12.1.3. Client's financial statements within thirty (30) days of the close of the Client's prior calendar month, which shall be certified by a responsible officer of Client. Any supporting detail which BridgeHaul may request in connection with its review and analysis of the monthly financial statements of Client shall be furnished to BridgeHaul upon request.

12.2. Client shall allow BridgeHaul to enter Client's premises during normal business hours to perform its review of Client's records relating to the Collateral, or for any other purpose reasonably necessary to facilitate this Agreement ("Field Examination").

12.3. The client shall pay when due all payroll and other taxes and shall provide proof thereof to BridgeHaul in such form as BridgeHaul shall reasonably require.

13. Notification to Account Debtors. Client will also execute a letter prepared by BridgeHaul stating that BridgeHaul has purchased the Account and that all future payments with respect to the Purchased Account and all other Invoices should be made directly to BridgeHaul at the address provided by BridgeHaul. BridgeHaul will e-mail these notifications to each Account Debtor.

14. Representations and Warranties.

14.1. Client expressly warrants, represents and covenants as follows:

- 14.1.1. Client shall immediately notify BridgeHaul in writing upon it acquiring any facts which would cause a Purchased Account to become an Ineligible Account.
- 14.1.2. Client has good and indefeasible clear title to the Collateral and has the right, power, and authority, subject to all applicable governmental regulations, to sell Purchased Accounts hereunder, and to grant a security interest in the Collateral to BridgeHaul.
- 14.1.3. The Collateral is not subject to, and is free and clear of, any lien, claim, pledge, security interest, or encumbrance of any kind.
- 14.1.4. Client is properly licensed, authorized, and insured to operate its business under all applicable State and Federal laws in the name designated for Client on the signature page of this Agreement.
- 14.1.5. Client will not assign, pledge, subordinate, give a security interest in or otherwise transfer any Collateral to any entity other than BridgeHaul or its assigns.
- 14.1.6. This Agreement is binding upon Client as well as upon Client's successors, representatives, and assigns, and is legally enforceable in accordance with its terms.
- 14.1.7. The client will record its sale of Purchased Accounts to BridgeHaul and make notations recording such sales in its accounting records and books. Client hereby binds itself, its successor and assigns to warrant and forever defend title in and to the Collateral unto BridgeHaul, its successors and assigns against any and every person whomsoever may assert any claim to the Collateral or any part thereof.
- 14.1.8. Client will not knowingly assign, transfer, subcontract, or otherwise sell any Account or underlying contract to any third party without BridgeHaul's prior written consent, nor engage in any transaction that misrepresents the origin, ownership, or authenticity of the Account or related documentation.
- 14.1.9. The Purchased Accounts are and will remain:
 - 14.1.9.1. bona fide existing obligations created by the sale and delivery of goods or the rendition of services in the ordinary course of Client's business.
 - 14.1.9.2. unconditionally owed and will be paid to BridgeHaul without defenses, disputes,

offsets, counterclaims, or rights of return or cancellation.

14.1.9.3. not sales to any entity which is affiliated with Client or in any way not an "arm's length" transaction.

14.1.10. The client has not received notice of actual or imminent bankruptcy, insolvency, or material impairment of the financial condition of any applicable Account Debtor regarding Purchased Accounts.

14.1.11. Client will obtain and maintain, at its own expense, insurance coverage on the Collateral and its business operations in such types and amounts as are satisfactory to BridgeHaul and consistent with industry standards, including but not limited to commercial general liability, property, cargo, product liability, or professional liability insurance, as applicable to Client's line of business.

14.1.12. Upon BridgeHaul's request, Client shall cause all applicable insurance policies to be endorsed to name BridgeHaul as a lender loss payee and/or additional insured, insuring BridgeHaul's interest without regard to any act, omission, or negligence of Client. Each policy shall further ensure that BridgeHaul will receive at least thirty (30) days' prior written notice of any cancellation, non-renewal, or material modification of coverage.

14.2. The foregoing representations, covenants and warranties will run to the benefit of BridgeHaul's successors and assigns and will be continuing in nature and will remain in full force and effect until all obligations and sums owing to BridgeHaul by Client have been fully performed, paid and satisfied, whether or not this Agreement is canceled or terminated. Client does hereby bind itself, its successors, and assigns, to indemnify and hold BridgeHaul (and its successors and assigns) harmless from any and all cost incurred by BridgeHaul and its successors and assigns, including attorney's fees and court costs, for breach of any warranty expressed in this Section.

14.3. **Export Controls and Sanctions Compliance.** Client represents and warrants that it and its Account Debtors are not subject to any sanctions administered by the U.S. Department of the Treasury (OFAC) or any other governmental authority. Client shall comply with all export-control, trade-compliance, and anti-corruption laws, including the U.S. Export Administration Regulations (EAR) and the Foreign Corrupt Practices Act (FCPA).

15. ACH/WIRE Authorization. In order to satisfy any of the Obligations, BridgeHaul is hereby authorized by Client to initiate electronic debit or credit entries through the ACH/WIRE system to any deposit account maintained by Client wherever located.

16. Avoidance Claims.

16.1. The client shall indemnify BridgeHaul from any loss arising out of the assertion of any Avoidance Claim and shall pay BridgeHaul on demand the amount thereof.

16.2. Client should notify BridgeHaul within two (2) business days of it becoming aware of the assertion of an Avoidance Claim.

16.3. This Section shall survive termination of this Agreement.

17. Events of Default. Client will be in default of this Agreement upon the happening of any of the following events (herein called "Events of Default"):

17.1. the failure by Client to pay any sums due to BridgeHaul.

17.2. the happening of any event which results in the creation of a Misdirected Payment Fee.

17.3. the failure by Client to provide any reports or other information to BridgeHaul as required hereunder.

17.4. the denial to BridgeHaul of access to Client's premises or records as required herein.

17.5. the breach of any warranty, covenant or representation made herein or in connection herewith.

17.6. the commencement of any insolvency or debtor-relief proceeding by or against Client.

17.7. Client's failure to pay any Local, State or Federal tax when due.

17.8. the Client or any present or future guarantor of the Obligations becoming indicted or the target of any criminal investigation by any law enforcement authority, or the service of a subpoena or other discovery on the Client in

connection with any claim asserted against the Client or any guarantor by any governmental authority.

17.9. a sale, hypothecation or other disposition is made of twenty percent (20%) or more beneficial interest in any class of voting stock of Client or substantially all of the assets of Client, without the written consent of BridgeHaul.

17.10. a merger with another entity without prior written consent of BridgeHaul.

17.11. the suspension or discontinuation of business for any reason.

17.12. inactive or suspended business license, operating authority, or other required registration.

17.13. the failure of Client to indemnify and hold BridgeHaul harmless pursuant to Section 29 herein.

18. Remedies.

18.1. Upon the occurrence of an Event of Default BridgeHaul may:

18.1.1. elect to declare any and all Purchased Accounts to be Ineligible Accounts.

18.1.2. declare that all Obligations are immediately due and payable without notice and without opportunity for cure.

18.1.3. Commence and effect collection of any and all Collateral by whatever means BridgeHaul deems reasonable and necessary, without recourse to judicial proceedings against Client in accordance with applicable law. Client expressly relieves and releases BridgeHaul and its assigns, as the secured party, of any and all liability or responsibility whatever which might arise because of BridgeHaul's or its assign's failure to enforce by judicial process, or otherwise, any Account, or because of its failure to give any notice or make any demand with regard thereto.

18.1.4. notify, demand, collect and receive payment directly from all Account Debtors on all Accounts regardless of whether such Accounts are Purchased Accounts.

18.1.5. set off, collect against, and apply to the Obligations any funds of Client in the possession of BridgeHaul, including, without limitation, client's rebate, and the Reserve Account.

18.1.6. regardless of the remedies exercised by BridgeHaul, Client is liable for any deficiency that remains after the exercise of said remedies and the distribution of the proceeds thereof.

18.1.7. charge a default fee of 1.5% times the BridgeHaul Investment per 30-day period or portion thereof.

18.2. BridgeHaul shall have all rights and remedies of a secured party under applicable law, including the right to enter, during normal business hours, upon the premises where any Collateral is located and take immediate possession of such Collateral and remove same from such premises.

18.3. To the extent deemed reasonably necessary by BridgeHaul to aid in the collection of the Collateral, BridgeHaul will have the right to the use of any computer hardware, software, account ledgers, books, records, files, and computer disks used by Client pertaining to the Collateral.

18.4. BridgeHaul may avail itself of all such other rights and remedies as may now or hereafter exist at law or in equity for collection of said sums due and the enforcement of the covenants, warranties and representations herein and resort to any one or combination of such remedies provided hereunder will not prevent the concurrent or subsequent employment of any other appropriate remedy.

19. Survival. All representations, warranties and agreements herein contained on the part of Client shall be effective so long as Obligations remain outstanding.

20. Severability of Provisions. In the event any one or more of the provisions contained in this Agreement is held to be invalid, illegal, or unenforceable in any respect, then such provision shall be ineffective only to the extent of such prohibition or invalidity, and the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

21. **Conflict.** Unless otherwise expressly stated in any other agreement between BridgeHaul and Seller, if a conflict exists between the provisions of this Agreement and the provisions of such other agreement, the provisions of this Agreement shall control.
22. **Enforcement.** This Agreement and all agreements relating to the subject matter hereof is the product of negotiation and preparation by and among each party and its respective attorneys and shall be construed accordingly.
23. **Amendment and Waiver.** This Agreement shall not be changed, modified, amended, or terminated except by a writing duly executed by BridgeHaul and Client.
- 23.1. Neither this Agreement nor any provisions hereof may be changed, waived, discharged or terminated, nor may any consent to the departure from the terms hereof be given, orally (even if supported by new consideration), but only by an instrument in writing signed by all parties to this Agreement. Any waiver or consent so given shall be effective only in the specific instance and for the specific purpose for which given.
- 23.2. This Agreement supersedes all other agreements and understandings between the parties hereto; verbal or written, express or implied, relating to the subject matter hereof. No promises of any kind have been made by BridgeHaul or any third party to induce Seller to execute this Agreement. No course of dealing, course of performance or trade usage, and no evidence of any nature, shall be used to supplement or modify any terms of this Agreement.
- 23.3. **No. Waiver.** No failure to exercise and no delay in exercising any right, power, or remedy hereunder shall impair any right, power, or remedy which BridgeHaul may have, nor shall any such delay be construed to be a waiver of any of such rights, powers, or remedies, or any acquiescence in any breach or default hereunder; nor shall any waiver of any breach or default of Client hereunder be deemed a waiver of any default or breach subsequently occurring. All rights and remedies granted to BridgeHaul hereunder shall remain in full force and effect notwithstanding any single or partial exercise of, or any discontinuance of action begun to enforce, any such right or remedy. The rights and remedies specified herein are cumulative and not exclusive of each other or of any rights or remedies which BridgeHaul would otherwise have. Any waiver, permit, consent, or approval by BridgeHaul of any breach or default hereunder must be in writing and shall be effective only to the extent set forth in such writing and only as to that specific instance Successors and Assigns.
- 23.4. This Agreement shall be binding upon and inure to the benefit of BridgeHaul, Client, and their respective successors and assigns.
- 23.5. BridgeHaul may assign its rights and delegate its duties hereunder. Upon such assignment, Client shall be deemed to have attorned to such assignee and shall owe the same obligations to such assignee and shall accept performance hereunder by such assignee as if such assignee were BridgeHaul.
24. **Waiver of Statute of Limitations.** Our client waives the pleading of any statute of limitations with respect to any and all actions in connection herewith.
25. **Jurisdiction and Venue.** Client hereby irrevocably agrees that all actions and proceedings arising out of or in any way connected with this Agreement shall be litigated in courts having situs within the Fulton County or Henry County, State of Georgia, and Client hereby consents and submits to the jurisdiction of any local, state or federal court located within said jurisdiction. Client hereby waives any right it may have to transfer or change the venue of any litigation arising out of or in any way connected with this Agreement.
26. **Choice of Law.** This Agreement and all transactions contemplated hereunder and/or evidenced hereby shall be governed by, construed under, and enforced in accordance with the internal laws of Georgia.
- 26.1. **Cross-Border Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, U.S.A., without regard to conflict of law principles. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply. Each party irrevocably submits to the exclusive jurisdiction of the state and federal courts located in Georgia for any dispute arising out of or relating to this Agreement; provided, however, that BridgeHaul may initiate enforcement or collection proceedings in any foreign jurisdiction where the Client, its affiliates, or Account Debtors are located.
27. **Waiver of Trial by Jury.** IN RECOGNITION OF THE HIGHER COSTS AND DELAY WHICH MAY RESULT FROM A JURY TRIAL, THE PARTIES HERETO WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING HEREUNDER, OR (B) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE;

AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY HERETO MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

28. Costs and Expenses.

28.1. Client agrees to reimburse BridgeHaul for all costs and expenses, including attorneys' fees, which BridgeHaul has incurred or may incur in:

- 28.1.1. negotiating, preparing, administering, or enforcing this Agreement and any documents prepared in connection herewith.
- 28.1.2. protecting, monitoring, preserving, or enforcing any lien, security interest or other right granted by Client to BridgeHaul (including travel expenses of BridgeHaul's employees and agents), or arising under applicable law, whether or not suit is brought,
- 28.1.3. connection with any federal or state insolvency proceeding commenced by or against Client, including those(i) arising out of the automatic stay, (ii) seeking dismissal or conversion of the bankruptcy proceeding or (iii) opposing confirmation of Client's plan thereunder.
- 28.1.4. connection with Client's sale of the Purchased Accounts and the grant of a security interest in and to the Collateral (and other accounts receivable) to BridgeHaul, filing fees, public records searches, and other expenses directly related to the sale of the Accounts and the perfection of the security interest. All such direct out-of-pocket expenses incurred by BridgeHaul shall be reimbursed by Client to BridgeHaul on demand.
- 28.1.5. advancing any sums against Client's obligation to indemnify and hold BridgeHaul harmless under Section 33 herein.

28.2. Underwriting Expense. The seller hereby acknowledges and agrees that BridgeHaul will incur significant time and expense establishing this factoring relationship ("Underwriting Expense"). Seller hereby agrees to pay BridgeHaul the Preparation Fee and any other reasonable fees to cover the Underwriting Expense in the event that Seller:

- 28.2.1. Cancels this Agreement without having provided Eligible Accounts equaling at least fifty percent of the Purchased Invoices Limit, for any reason, for purchase to BridgeHaul under this Agreement.
- 28.2.2. Provides no Eligible Accounts for purchase to BridgeHaul for a period of 90 Days.
- 28.2.3. Elects to move their accounts from BridgeHaul to another financing company, or
- 28.2.4. Cancels this Agreement in contravention of Section 29 for any reason whatsoever.

28.3. Buyout Expense. Seller hereby agrees to pay BridgeHaul the Buyout Fee in the event that Seller:

- 28.3.1. Cancels this Agreement and requests a Buyout.

29. Term; Termination; Cancellation.

29.1. Term. This Agreement shall become effective on the Effective Date as stated in the Factoring Service Agreement and shall remain in effect for the initial period specified therein, which may be designated as the Introductory Period, Commercial Term, or other defined initial term (collectively, the " Agreement Term"). Unless otherwise provided in the Factoring Service Agreement, this Agreement shall automatically renew for successive periods (each a "Renewal Period") equal in length to the Agreement Term, or as otherwise stated in the Factoring Service Agreement, unless (i) Client provides BridgeHaul with written notice of its intent not to renew at least thirty (30) days prior to the expiration of the Agreement Term or then-current Renewal Period; and (ii) in the case of termination by Client, all Obligations have been fully satisfied on or before the effective termination date. BridgeHaul may elect, in its sole discretion, to renew, modify, or decline renewal of this Agreement at the conclusion of any term.

29.2. Early Termination Fee. If the Client seeks to terminate this Agreement other than as set forth in Section 29.1, or if BridgeHaul terminates this Agreement at any time during the term of this Agreement or any Renewal Period due to an Event of Default, the Client shall, at a minimum, be responsible for the Early Termination Fee. At

BridgeHaul's discretion, the Buyout Fee, Preparation Fee, and UCC Termination Fee may also be assessed, per this Agreement. Additionally, the right to early termination of this Agreement is at BridgeHaul's sole discretion, and the Client may be required to fulfill the remaining term of the Agreement.

29.3. Continuing Rights. No termination of this Agreement will in any way affect or impair any right of BridgeHaul arising prior thereto or by reason thereof, nor will any such termination relieve Client of any duty to BridgeHaul under, nor deny BridgeHaul any benefit from, this Agreement or otherwise until all of Obligations have been fully discharged.

29.4. No Lien Termination Without Release. In recognition of among other things, Client's indemnification obligations and BridgeHaul's right to have its attorneys' fees and other expenses incurred in connection with this Agreement secured by the Collateral, notwithstanding payment in full of all Obligations by Client, BridgeHaul shall not be required to record any terminations or satisfactions of any of its liens on the Collateral unless and until Client and all guarantors of the obligations have executed and delivered to BridgeHaul a general release in a form acceptable to BridgeHaul in its sole discretion. **Client understands that this provision constitutes a waiver of its rights Client may have under §9-513 of the UCC.**

29.5. Cancellation. This agreement will be effective on the Effective Date and will continue in full force and effect for an Introductory Period equal to the Agreement Term specified in the Factoring Service Agreement and shall be further extended automatically for periods equal to the Agreement Term ("Successive Term(s)") unless cancelled earlier pursuant to this Agreement.

29.5.1. Seller may cancel this Agreement effective at the end of the Agreement Term or at the end of any Successive Term(s) by providing BridgeHaul a written notice of Cancellation at least thirty (30) days, but not more than ninety (90) days, prior to the end of the Agreement Term or Successive Term(s). If Seller is in default of this Agreement at the time notice of Cancellation is given, or subsequently thereafter, such notice shall not be effective, and all provisions of this Agreement shall still apply.

29.5.2. BridgeHaul in its sole discretion may cancel this Agreement:

29.5.2.1. At the end of the Agreement Term or successive term(s) without further notice to the Seller.

29.5.2.2. At any time regardless of Agreement Term or successive term(s) after providing Seller 30 days written notice.

29.5.2.3. In Event of Default, BridgeHaul may cancel this Agreement immediately. If BridgeHaul cancels this Agreement following the occurrence of an Event of Default, upon the effective date of such cancellation, Seller shall pay to BridgeHaul a Cancellation fee equal to Ten Percent of the then existing balance of the face value of Seller's Purchased Accounts or Two Thousand Five Hundred Dollars, whichever is greater, ("Cancellation Amount").

29.5.3. Notwithstanding the foregoing if at the time, Seller has sent an effective notice of Cancellation setting forth the intended Cancellation date but fails to pay all the Obligations in cash by the intended Cancellation date, then BridgeHaul may, but shall not be required to, reinstate this Agreement as if notice to terminate had not been given.

29.5.4. Any payments received by BridgeHaul from any Account Debtor following the Cancellation of this Agreement may be, at BridgeHaul's option:

29.5.4.1. Be applied to repay any outstanding Obligations hereunder.

29.5.4.2. Forwarded to the Seller or Seller's designated agent.

29.5.4.3. Returned to such Account Debtor.

29.5.5. BridgeHaul shall Not bear any responsibility or liability with respect to any such payments and shall retain one percent of the amount of any such payments received to cover BridgeHaul's cost of handling such payments.

30. State Law; Jurisdiction. This Agreement is accepted, made, and will be governed by the laws of the State of Georgia without regard to conflict of laws principles. All sums due hereunder are payable in the State of Georgia. Both parties waive their right to trial by jury and agree to submit all disputed issues to the judge of any court in which any litigation is pending.

31. Attorney's Fees.

31.1. Seller agrees to reimburse BridgeHaul on demand for the actual amount of all costs and expenses, including attorneys' fee, which BridgeHaul has incurred or may incur in:

- 31.1.1. Negotiating, preparing, or administering this Agreement and any documents prepared in connection herewith, all of which shall be paid contemporaneously with the execution hereof.
- 31.1.2. Any way arising out of this Agreement
- 31.1.3. Protecting, preserving, or enforcing any lien, security interest or other right granted by Seller to BridgeHaul or arising under applicable law, whether or not suit is brought, including but not limited to the defense of any Avoidance Claims.
- 31.1.4. The actual costs, including photocopying (which, if performed by BridgeHaul's employees, shall be at the rate of \$0.10/page), travel, and attorneys' fees and expenses incurred in complying with any subpoena or other legal process attendant to any litigation in which Seller is a party.
- 31.1.5. The actual amount of all costs and expenses, including attorneys' fees, which BridgeHaul may incur in enforcing this Agreement and any documents prepared in the connection herewith, or in connection with any federal or state insolvency proceeding commenced by or against Seller Including those:
 - 31.1.5.1. Arising out the automatic stay
 - 31.1.5.2. Seeking dismissal or conversion of the bankruptcy proceeding or
 - 31.1.5.3. Opposing confirmation of Seller's plan thereunder.

32. Miscellaneous. This Agreement sets forth the entire agreement and understanding between the parties relating to the subject matter herein and merges all prior discussion between them. The client may not assign any of its rights or obligations hereunder without the prior written consent of BridgeHaul; however, BridgeHaul may assign any of its rights and remedies.

32.1. Notices. All notices required or permitted under this Agreement must be in writing and will be deemed given when (a) delivered personally or by nationally recognized overnight courier to the party's address set forth herein, (b) mailed by certified or registered mail, return receipt requested, postage prepaid, (c) transmitted by email with a confirmed delivery or read receipt, or (d) delivered through BridgeHaul's secure client portal or electronic notification system. Electronic notice shall be effective on the date sent, provided no system-generated failure or bounce-back message is received.

32.1.1. The provisions of this Agreement are severable and if any of these provisions will be held by any court of competent jurisdiction to be unenforceable, void, or voidable, such holding will not affect or impair any other provision hereof. BridgeHaul may assign its rights and remedies including assignments for financing and/or collateralization purposes. Client consents to BridgeHaul or its assignees conducting a comprehensive due diligence review and financial history investigation relating to Client. This Agreement may be modified or amended only in writing signed by both parties.

32.2. Electronic Signatures and Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute a single instrument. Signatures transmitted by facsimile, PDF, DocuSign, or other secure electronic means shall be deemed valid and binding as originals. The parties expressly agree that electronic execution and delivery of this Agreement shall have the same legal effect as a manually signed original, and that this Agreement may be stored and reproduced by any reliable electronic method for evidentiary purposes.

33. Indemnification and Hold Harmless. Client agrees to indemnify BridgeHaul and hold BridgeHaul harmless from and against all actions, suits, damages, judgments, costs, charges, expenses, attorney fees, and consequence of any liabilities, of any nature asserted against or affect the assets purchased under this Agreement because of Client's actions or failure to act, that devalues or impairs the Collateral under this Agreement, or asserts tort or contract claims against BridgeHaul related to BridgeHaul's entry into this Agreement or BridgeHaul's participation with Client's affiliates, subsidiaries or assigns. BridgeHaul, at its sole election and discretion, may offset against and deduct from the amounts payable to Client, under this Agreement, any unsatisfied liability of BridgeHaul for which Client is obligated to indemnify BridgeHaul under this Agreement. Client consents and stipulates that Client's failure to perform its duty to indemnify and hold BridgeHaul harmless under this Section would result in irreparable and immediate harm, and thus

Client agrees to immediate injunctive relief to enforce BridgeHaul's rights hereunder. **This Section 33 shall survive the termination, cancellation, or expiration of this Agreement and shall remain in full force and effect until all obligations and liabilities arising hereunder have been fully satisfied.**

34. USA Patriot Act Notification. The following notification is provided to Client pursuant to Section 3265 of the USA Patriot Act of 2001, 31 U.S.C. Section 5318:

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person or entity that opens an account, including any deposit account, treasury management account, loan, or other extension of credit. BridgeHaul will ask for the name, address, date of birth, and other information that will allow BridgeHaul to identify all of Client's owners. BridgeHaul will also ask for a copy of each owner's driver's license or other identifying documents. Client acknowledges and consents to criminal and civil background screenings of Client and all Client's owners.

34.1. Data Protection and Cross-Border Transfers. Each party shall comply with all applicable data protection and privacy laws, including but not limited to the General Data Protection Regulation (EU) 2016/679 (GDPR) and any similar laws in other jurisdictions. Client consents to the transfer and processing of business and personal data by BridgeHaul and its affiliates in the United States or other jurisdictions solely for the purpose of performing this Agreement and complying with anti-money-laundering (AML) and know-your-customer (KYC) regulations.

34.2. Global AML / KYC Compliance. BridgeHaul and Client shall each comply with all applicable anti-money-laundering and know-your-customer laws and regulations, including those issued by the U.S. Department of the Treasury (FinCEN), the Financial Action Task Force (FATF), and any equivalent foreign or international authorities. Client further agrees to provide promptly any additional documentation reasonably requested by BridgeHaul to satisfy these regulatory obligations.

35. Credit Authorization and Consumer Credit Reports. Client and, where applicable, each individual owner, officer, member, or guarantor ("Principals") of Client hereby authorize BridgeHaul and its assigns to obtain, from time to time, business and/or consumer credit reports, investigative reports, and other background information necessary to evaluate creditworthiness in connection with this Agreement, any future renewals, modifications, extensions, or ongoing account reviews.

35.1. For business entities, BridgeHaul may obtain and verify information regarding the Client's commercial credit, payment history, trade references, banking relationships, and other relevant business data through recognized credit reporting agencies, public records, or financial institutions.

35.2. For Clients with individual owners, officers, members, or guarantors, BridgeHaul may, as permitted by law, obtain limited consumer or personal credit reports solely for underwriting, risk management, or collection purposes. Such authorization will remain in effect for the duration of this Agreement and for any period thereafter during which the Client or its Principals owe any obligations to BridgeHaul.

35.3. Client and any Principals further authorize BridgeHaul to verify the accuracy of any information provided, to contact third parties as necessary, and to use such information for lawful purposes related to account establishment, servicing, and collection. BridgeHaul agrees that personal credit reports will only be accessed when required by applicable law or when the Client's structure or guarantee arrangements make such review reasonably necessary.

36. Reserve of Right to Amend. BridgeHaul reserves the right, at any time and in its sole discretion, to update, modify, or supplement these Terms and Conditions to reflect changes in law, regulation, or business practice. Any such change shall become effective upon written or electronic notice to the Client, which may include email or posting on BridgeHaul's secure website or client portal.

36.1. Prospective Effect. Amendments shall apply only prospectively and will not alter or impair any right, obligation, or fee that accrued prior to the effective date of such change.

36.2. Client Review Period. For Clients located outside the United States, BridgeHaul will provide not less than fifteen (15) calendar days' notice of any material amendment before it becomes effective, unless a shorter period is required to comply with applicable law.

36.3. Client Objection. If Client objects in writing within the notice period, BridgeHaul may elect to (a) continue applying the prior Terms for the remainder of the current Agreement Term, or (b) terminate the Agreement pursuant to Section 29 without liability for such termination.

36.4. Continued Participation. Client continued submission of Purchased Accounts or continued use of BridgeHaul's factoring services after the effective date of an amendment constitutes acceptance of the revised Terms.

36.5. Governing Law and Exclusions. The parties agree that this Agreement is a commercial financing contract governed by the laws of the State of Georgia, U.S.A., and that the United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply. Where enforcement in a foreign jurisdiction is required, the parties' consent to recognition of the governing-law clause under the principles of private international law.

36.6. Language and Translation. In the event these Terms and Conditions are translated into a language other than English, the English version shall prevail in the event of any conflict or ambiguity.

37. Force Majeure. Neither party shall be liable for any delay or failure in performance of its obligations under this Agreement (other than payment obligations) to the extent such delay or failure is caused by acts of God, natural disasters, war, terrorism, civil disturbance, embargo, government regulation or order, labor dispute, cyberattack, epidemic or pandemic, or any other event beyond the reasonable control of the affected party. The affected party shall provide notice to the other party as soon as practicable after becoming aware of such event and shall use commercially reasonable efforts to resume performance as soon as the impediment ceases.