BridgeHaul Terms and Conditions

Scope of Terms & Conditions

These Terms and Conditions govern the factoring services provided by BridgeHaul to Client pursuant to the applicable Factoring Service Agreement ("Agreement"). These Terms and Conditions are intended to apply primarily to the purchase of Accounts, the administration of Purchased Accounts, funding activity, reserves, collections, repayment obligations, fees, defaults, remedies, and related factoring services.

Client may also participate in other BridgeHaul services from time to time, including fuel programs, fuel advances, fuel card funding, payment services, reporting tools, technology platforms, broker credit checks, or other services made available by BridgeHaul. Certain provisions of these Terms and Conditions may apply to such related services to the extent those services are connected to the factoring relationship or create obligations owed by Client to BridgeHaul.

Unless expressly stated otherwise, any non-factoring service provided by BridgeHaul may be governed by a separate service agreement, program agreement, schedule, addendum, or other written terms applicable to that service. These Terms and Conditions are not intended to replace or fully govern the operational, pricing, usage, card, discount, repayment, fraud, network, or program-specific rules of any separate fuel program or other BridgeHaul service.

1. Purpose, Definitions and Construction.

These Terms and Conditions, the applicable Factoring Service Agreement, and the services provided hereunder are commercial in nature and are not for household, consumer, family, 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 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 Agreement.

1.5. "Agreement"
The applicable Factoring Service Agreement, together with these Terms and Conditions, and any schedules, addenda, exhibits, attachments, amendments, or related service agreements between BridgeHaul and Client, as modified or amended from time to time.

1.6. "Agreement Type"
The type of agreement in which the Client is enrolled, as specified in the 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 disgorgement under the Bankruptcy Code or any other debtor relief statute.

1.8. "Buyout"
The process by which Client arranges for a third party to pay off all outstanding Purchased Accounts through one or more lump-sum payments totaling the BridgeHaul Investment, whether or not Client has given notice of nonrenewal under this Agreement.

1.9. "Buyout Fee"
The fee outlined in the Agreement that BridgeHaul may, in its discretion, assess if Client elects to complete a Buyout.

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"
One hundred percent (100%) minus 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. "Cancellation 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 the Agreement, or Two Thousand Five Hundred Dollars ($2,500.00), whichever is greater.

1.16. "Clearance Days"
The period required for funds to clear, which shall be two (2) business days for all checks and electronic funds transfers.

1.17. "Client"
See preamble.

1.18. "Client Generated Invoices"
Invoices generated by Client.

1.19. "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.

1.20. "Collateral"
All 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 in clauses (i) through (xii) above have the meaning given to them in the Uniform Commercial Code as in effect in Georgia.

1.21. "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 the Term.

1.22. "Commercial Terms"
As outlined in the Agreement.

1.23. "Dilution"
The percentage of chargeback debits divided by the total payments received for any specific period selected.

1.24. "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.

1.25. "Effective Date"
The date the Client signs the 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 the Agreement.

1.26. "Eligible Account"
An Account which is not an Ineligible Account.

1.27. "Email Submission Fee"
A fee for per invoice processed via email, as outlined in the 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 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, the fee multiplied by the original Face Value of a Purchased Account for each Factoring Fee Period or portion thereof, computed from the Purchase Date 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 BridgeHaul and after said Clearance Days have passed.

1.33. "Factoring Monthly Minimum"
A minimum monthly volume of Purchased Accounts, as outlined in the 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 Estimated Monthly 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 Agreement.

1.35. "Failure to Remit Fee"
A fee assessed as a percentage of the applicable Purchased Account when payment is received by the Client and is not promptly remitted, in kind or as proceeds, to BridgeHaul, in accordance with the percentage set forth in the Agreement.

1.36. "Fast Pass"
An optional expedited processing service that Client may request for an Invoice and BridgeHaul may accept. Depending on the payout option selected and the time of day, funding may occur in as little as two hours. The Fast Pass charge is a Transaction Fee under this Agreement and may vary by Invoice. Fast Pass does not guarantee approval or funding by a particular time.

1.37. "Financial Inability"
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.

1.38. "Funded Amount"
The Face Value of an Account multiplied by the Advance Rate, less any amounts due to BridgeHaul from Client.

1.39. "Fuel Advance"
A discretionary advance or funding accommodation made by BridgeHaul to Client in connection with an Account submitted for purchase, anticipated Account, fuel purchase, or other eligible transaction before Client has received payment from the applicable Account Debtor or completed all requirements for standard funding. Fuel Advances are subject to BridgeHaul approval, applicable limits, documentation requirements, fees, and

any additional terms set forth in the Factoring Service Agreement or applicable service-specific agreement.

1.40. "Fuel Advance Fee"
The fee assessed by BridgeHaul in connection with a Fuel Advance, as set forth in the Factoring Service Agreement, applicable fuel agreement, service-level agreement, schedule, addendum, or other written terms provided by BridgeHaul.

1.41. "Fuel Monthly Minimum"
The minimum monthly fuel purchase volume, if any, required under the applicable fuel agreement, Factoring Service Agreement, service-level agreement, schedule, or addendum. 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 shall apply. Client acknowledges that where a Fuel Monthly Minimum applies, the rates, discounts, rebates, or program terms provided may be based on the expectation of consistent fuel purchase volume. Failure to meet such requirement may result in adjustments to applicable rates, discounts, rebates, fees, or program terms, as set forth in the applicable agreement. BridgeHaul may, in its sole discretion, waive any Fuel Monthly Minimum requirement for any given period.

1.42. "Fuel Estimated Monthly Gallons"
Client's estimated total monthly fuel purchase volume, measured in gallons, as set forth in the applicable agreement, Fuel Service Agreement, service-level agreement, schedule, or addendum.

1.43. "Ineligible Accounts"
Purchased Accounts:

1.43.1. That do not conform with the representations and warranties set forth in Section 14 of the Agreement.

1.43.2. Any portion thereof for which payment has not been received by BridgeHaul, for any reason.

1.43.3. Which are owned by BridgeHaul at the time that Client has committed an Event of Default hereunder.

1.44. "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.

1.45. "Initial Purchase Price"
The product of the Net Face Amount multiplied by the BridgeHaul Investment Percentage related to that Purchased Account.

1.46. "Invoice"
The document that evidences 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.

1.47. "Insolvent"
An Account Debtor has become Insolvent if it is the subject of:

1.47.1. A petition under any state or federal debtor relief or liquidation statute filed within the Insolvency Period;

1.47.2. 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

1.47.3. The Financial Inability of an Account Debtor.

1.48. "Insolvency Period"

The earlier of:

1.48.1. The Late Payment Date; or

1.48.2. The date on which Client could be required to repurchase an Account hereunder.

1.49. "Introductory Period"
As outlined in the Agreement, if applicable.

1.50. "Late Payment Date"
The final day on which an invoice is considered not late as represented in the Agreement as the Ineligible Days. Invoices which are not paid after the Ineligible Days become subject to a Past Ineligible Days Fee.

1.51. "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.

1.52. "Miscellaneous Fees"
Fees charged pursuant to the Agreement, including applicable contract, administrative, termination, default, or other miscellaneous charges as defined therein.

1.53. "Non-Recourse Account"
If applicable and as outlined in the 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.

1.54. "Net Face Amount"
The gross amount of a Purchased Account, based on shortest selling terms to which the Account Debtor is entitled.

1.55. “Obligations”
All present and future obligations owing by Client to BridgeHaul, whether arising under these Terms and Conditions, the Factoring Service Agreement, any fuel agreement, any service-level agreement, any program schedule, any addendum, or any other agreement between Client and BridgeHaul.

Obligations include, without limitation, all obligations for the payment of money, whether direct or indirect, absolute or contingent, due or to become due, liquidated or unliquidated, secured or unsecured, original, renewed, or extended, and whether arising before, during, or after the commencement of any bankruptcy, insolvency, or debtor-relief proceeding.

Obligations further include, without limitation, factoring fees, transaction fees, repurchase obligations, reserve shortfalls, fuel advances, fuel advance fees, fuel card funding obligations, fuel program charges, service fees, returned payments, chargebacks, collection costs, attorneys’ fees, accountants’ fees, indemnity obligations, and all other fees, charges, expenses, or liabilities chargeable to Client or incurred by BridgeHaul in connection with any agreement or transaction between Client and BridgeHaul.

1.56. “Parties”
Client and BridgeHaul.

1.57. “Past Ineligible Days Fee”
A fee assessed when a Purchased Account remains unpaid beyond the Ineligible Days as defined in the Agreement or as outlined in the Agreement. Unless otherwise stated in the Agreement, an additional percentage 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, the same additional percentage will apply.

1.58. “Preparation Fee”
A fee outlined in the Agreement to cover underwriting and related administrative expenses incurred by BridgeHaul.

1.59. “Prime Rate”
The “prime rate” as set forth in The Wall Street Journal. BridgeHaul 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.

1.60. “Purchase Date”
The date on which Client has been advised in writing, or by update to BridgeHaul-maintained website, that BridgeHaul has agreed to purchase an Account.

1.61. “Purchase Schedule”
A numbered schedule prepared by BridgeHaul listing those Accounts purchased by BridgeHaul from Client.

1.62. “Purchased Account”
An Account which has been purchased by BridgeHaul from Client hereunder.

1.63. “Recourse Account”
If applicable and as outlined in the Agreement, a Purchased Account under a Recourse Agreement Type requiring 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.

1.64. “Repurchased”
An Account has been closed pursuant to Section 8.

1.65. “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.

1.66. “Reserve Percentage”
A percentage of Purchased Accounts until Collateral Reserve is achieved, as set forth in Section 4.

1.67. “Reserve Shortfall”
Occurs when the Reserve Account balance is less than zero dollars ($0.00).

1.68. “Review Period”
As defined in the Factoring Service Agreement, if applicable.

1.69. “Settlement Amount”
Payments received by BridgeHaul as proceeds of Purchased Accounts listed on a Purchase Schedule in excess of the BridgeHaul Investment relating thereto.

1.70. “Seller”
See preamble. For purposes of the Agreement, references to Seller shall mean Client.

1.71. “Special Accommodation”
The financial accommodations provided for a fee to Client in BridgeHaul’s sole discretion as set forth in the Factoring Service Agreement or in an addendum.

1.72. “Successive Term”
Each renewal period following the initial Agreement Term, as further described in Section 29.

1.73. “Term”
The period during which the 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 the Agreement.

1.74. “Transaction Fee”
A fee charged per funding schedule or payout event, as outlined in the Agreement, and applicable based on the selected payout method, regardless of invoice count.

1.75. "UCC Termination Fee"
A fee outlined in the Agreement and assessed in connection with BridgeHaul's termination of its UCC Filing following completion of a Buyout.

1.76. "Unnoted Advance Fee"
A fee outlined in the Agreement associated to the original Face Value of any Account which has been sold to BridgeHaul by Client whereby any monies have been advanced to Client against the Account and have not otherwise been disclosed to BridgeHaul 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 the 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, including but not limited to purchase order, service agreement, bill of lading, shipment record, service completion records, 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 discrepancies 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 to the extent such errors or omissions are based on information provided by Client or Client's failure to timely review and notify BridgeHaul of such errors or discrepancies.

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.

3.1.1. Modified Advance Rates and Reserve Requirements.
BridgeHaul reserves the right, in its sole discretion and as part of its ongoing credit and risk management practices, to apply a reduced Advance Rate and

withhold reserves when purchasing certain Accounts, including advancing less than one hundred percent (100%) of the Face Amount of a Purchased Account. Such requirements may apply to particular Clients, Account Debtors, Accounts, or transactions. Factors that may influence these requirements include, but are not limited to, debtor concentration, debtor industry classification, payment trends, account aging, creditworthiness, dispute history, shipment type, freight classification, non-transportation-related services, and other commercial or credit-related considerations deemed relevant by BridgeHaul.

BridgeHaul shall notify Client, verbally or in writing, including by electronic communication, of the applicable modified Advance Rate or reserve requirement and the Accounts, Account Debtors, or transactions affected at or prior to the time of purchase. Amounts withheld as reserves shall be credited to the Reserve Account and administered in accordance with Section 4. Subsequent adjustments to reserve requirements shall be governed by Section 4.3.

3.2. If applicable, upon BridgeHaul's review of the introductory period ("Review Period") and at BridgeHaul's sole discretion, BridgeHaul 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 Factoring 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 BridgeHaul 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 Factoring 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 1.39 (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 required reserve amount or Reserve Percentage or retain amounts otherwise payable to Client in the Reserve Account, at any time without prior notice if, in the exercise of its reasonable discretion, such adjustment is necessary to reflect events, conditions, contingencies, or risks that do or may affect the value of the Collateral or Client's ability to perform its obligations hereunder. BridgeHaul shall notify Client, verbally or in writing, including by electronic communication, promptly following any such adjustment, identifying the revised reserve requirement. Modified Advance Rates and reserve requirements applicable at the time of a new purchase shall be disclosed at or prior to that purchase in accordance with Section 3.1.1.

4.4. BridgeHaul may pay any amounts due to the Client hereunder by a credit to the Reserve Account.

4.5. Upon termination or cancellation of the 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 the 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. Buyout Fee.
Client agrees to pay BridgeHaul the Buyout Fee upon Buyout.

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.
Client shall pay the Factoring Fee on all Accounts purchased by BridgeHaul.

5.4. Ineligible Fee.
Client shall pay the Ineligible Fee on demand on all past due amounts due to BridgeHaul from Client hereunder and the amount of any Reserve Shortfall.

5.5. Failure to Remit Fee.
Client shall pay any Failure to Remit Fee to BridgeHaul immediately upon accrual.

5.6. 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 the Agreement, two (2) business days on all checks and electronic funds transfers will be added to the date on which BridgeHaul receives any payment.

7. Account Disputes.

Client shall notify BridgeHaul promptly of and, if requested by BridgeHaul, will settle all disputes concerning any Purchased Account at Client'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 deems advisable, for Client's account and risk and at Client's sole expense. Upon the occurrence of an Event of Default, BridgeHaul may resolve such issues with respect to any Account of Client.

8. Client Repurchase of Accounts.

BridgeHaul may require that Client repurchase 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 fides 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 which, in BridgeHaul's reasonable credit judgment, has become insolvent.

8.5. All Purchased Accounts upon the occurrence of an Event of Default or upon the termination date of the Agreement.

9. Exposed Payments.

9.1. Upon termination of the Agreement, Client 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, on account of a claim asserted under Section 547 of the Bankruptcy

Code.

9.3. BridgeHaul shall refund to Client 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 Client 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 the 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 to:

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 Client.

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 the Agreement ("Field Examination").

12.3. 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 email

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 the 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. The 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. 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 successors, 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. 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 the 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 costs incurred by BridgeHaul and its successors and assigns, including attorneys' 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, including 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 Obligations, Client authorizes BridgeHaul to initiate electronic debit or credit entries, ACH transactions, wire transfers, or other payment entries to or from any deposit account maintained by Client or otherwise provided to BridgeHaul by Client.

This authorization applies to all Obligations arising under these Terms and Conditions, the Factoring Service Agreement, any fuel agreement, any service-level agreement, any program schedule, any addendum, or any other BridgeHaul service agreement, unless expressly limited in the applicable agreement.

Client agrees to maintain sufficient funds in its designated account to satisfy all amounts due to

BridgeHaul and shall be responsible for any returned payment, insufficient funds charge, bank fee, collection cost, or other expense incurred by BridgeHaul as a result of Client's failure to do so.

16. Avoidance Claims.

16.1. 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 shall 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 the Agreement.

17. Events of Default.

Client will be in default of the 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. 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 Client in connection with any claim asserted against 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 33 herein.

17.14. Client's default under any fuel agreement, service-level agreement, program schedule, addendum, or other agreement between Client and BridgeHaul, including without limitation any failure to pay amounts owed, failure to satisfy fuel program obligations,

unauthorized use of a fuel card or payment product, material misrepresentation, fraud, misuse of BridgeHaul services, failure to provide required information, or breach of any service-specific terms.

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.

18.2. 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. 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 the 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.

If a conflict exists between these Terms and Conditions and the Factoring Service Agreement, the Factoring Service Agreement shall control with respect to client-specific commercial terms, including rates, fees, advance rates, reserve requirements, funding options, minimum volume requirements, term length, and other commercial terms expressly set forth therein. However, unless the Factoring Service Agreement expressly limits BridgeHaul's authority under Sections 3.1.1 or 4.3, any Advance Rate or reserve requirement stated in the Factoring Service Agreement shall remain subject to adjustment under those sections. The statement of a specified Advance Rate, including a one hundred percent (100%) Advance Rate, or a specified reserve requirement shall not, by itself, limit that authority.

If a conflict exists between these Terms and Conditions and any service-specific agreement, schedule, addendum, or program terms for a non-factoring BridgeHaul service, the applicable service-specific agreement shall control solely with respect to the operation, pricing, usage, administration, and requirements of that specific service, unless expressly stated otherwise.

Except as expressly modified by the applicable Factoring Service Agreement or service-specific agreement, these Terms and Conditions shall remain in full force and effect.

22. Enforcement.

The Agreement and all agreements relating to the subject matter hereof are the product of negotiation and preparation by and among each party and its respective attorneys and shall be construed accordingly.

23. Amendment and Waiver.

The Agreement shall not be changed, modified, amended, or terminated except by a writing duly executed by BridgeHaul and Client, except as otherwise expressly provided in Section 36.

23.1. Neither the 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 the Agreement, except as otherwise expressly provided in Section 36. Any waiver or consent so given shall be effective only in the specific instance and for the specific purpose for which given.

23.2. The 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 Client to

execute the 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 the 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 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.

23.4. Successors and Assigns.
The 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.

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 the Agreement shall be litigated in courts having situs within 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 the Agreement.

26. Choice of Law.

The 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. The 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 the

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 the 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.
Client hereby acknowledges and agrees that BridgeHaul will incur significant time and expense establishing this factoring relationship ("Underwriting Expense"). Client hereby agrees to pay BridgeHaul the Preparation Fee and any other reasonable fees to cover the

Underwriting Expense in the event that Client:

28.2.1. Cancels the Agreement without having provided Eligible Accounts equaling at least fifty percent (50%) of the Purchased Invoices Limit, for any reason, for purchase to BridgeHaul under the Agreement.

28.2.2. Provides no Eligible Accounts for purchase to BridgeHaul for a period of ninety (90) days.

28.2.3. Elects to move its Accounts from BridgeHaul to another financing company; or Cancels the Agreement in contravention of Section 29 for any reason whatsoever.

28.3. Buyout Expense.
Client hereby agrees to pay BridgeHaul the Buyout Fee, together with all outstanding Obligations required to complete the Buyout, in the event that Client cancels the Agreement and requests a Buyout.

29. Term; Termination; Cancellation.

29.1. Term.
The 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, the 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 the Agreement at the conclusion of any term.

29.2. Cancellation Fee; Early Termination.
If the Client seeks to cancel or terminate the Agreement other than as expressly permitted under Section 29.1, or if BridgeHaul cancels or terminates the Agreement at any time during the Agreement Term or any Renewal Period due to an Event of Default, the Client shall be responsible for payment of a Cancellation Fee, as provided in the Agreement and the Terms and Condition.

At BridgeHaul's sole discretion, and in addition to the Cancellation Fee, the Buyout Fee, Preparation Fee, and UCC Termination Fee may also be assessed, as provided in the Agreement and the Terms and Conditions. BridgeHaul further reserves the right, in its sole discretion, to require Client to fulfill the remaining term of the Agreement or otherwise satisfy all outstanding Obligations notwithstanding any request for cancellation or termination.

29.3. Continuing Rights.

No termination of the 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, the Agreement or otherwise until all 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 the 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 any rights Client may have under §9-513 of the UCC.

29.5. Cancellation Procedures.

29.5.1. Client Cancellation.
Client may cancel the 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 Client is in default of the Agreement at the time notice of Cancellation is given, or subsequently thereafter, such notice shall not be effective, and all provisions of the Agreement shall still apply.

29.5.2. BridgeHaul Cancellation.
BridgeHaul, in its sole discretion, may cancel the Agreement:

29.5.2.1. At the conclusion of the Agreement Term or any Renewal Period without further notice;

29.5.2.2. At any time upon providing Client with thirty (30) days' written notice; or

29.5.2.3. Immediately upon the occurrence of an Event of Default, in which case the Cancellation Fee shall apply

29.5.3. Failure to Satisfy Obligations.
If Client has delivered an otherwise effective notice of cancellation but fails to pay all Obligations in cash on or before the intended cancellation date, BridgeHaul may, but shall not be obligated to; reinstate the Agreement as if no notice of cancellation had been given.

29.5.4. Post-Cancellation Payment.

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

29.5.4.1. Applied to repay any outstanding Obligations hereunder;

29.5.4.2. Forwarded to Client or Client's designated agent; or

29.5.4.3. Returned to such Account Debtor.

BridgeHaul shall not bear any responsibility or liability with respect to any such payments and shall retain one percent (1%) of the amount of any such payments received to cover BridgeHaul's cost of handling such payments.

30. State Law; Jurisdiction.

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

31.1.1. Negotiating, preparing, or administering the 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 the Agreement.

31.1.3. Protecting, preserving, or enforcing any lien, security interest, or other right granted by Client 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 Client is a party.

31.1.5. The actual amount of all costs and expenses, including attorneys' fees, which BridgeHaul may incur in enforcing the Agreement and any documents prepared in connection herewith, or in connection with any federal or state insolvency proceeding commenced by or against Client, including those:

31.1.5.1. Arising out of the automatic stay;

31.1.5.2. Seeking dismissal or conversion of the bankruptcy proceeding; or

31.1.5.3. Opposing confirmation of Client's plan thereunder.

32. Miscellaneous.

The Agreement sets forth the entire agreement and understanding between the parties relating to the subject matter herein and merges all prior discussions between them. 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 the 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 the 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. The Agreement may be modified or amended only in writing signed by both parties, except as otherwise expressly provided in Section 36.

32.2. Electronic Signatures and Counterparts.
The 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 the Agreement shall have the same legal effect as a manually signed original, and that the 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, attorneys' fees, liabilities, and losses of any nature asserted against or affecting BridgeHaul or the assets purchased under the Agreement arising out of Client's actions or failure to act, any devaluation or impairment of the Collateral, or any tort or contract claims related to BridgeHaul's entry into the Agreement or participation with Client's affiliates, subsidiaries, or assigns.

34. USA Patriot Act Notification.

The following notification is provided to Client pursuant to Section 326 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 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 the 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 the 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 the 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's 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 the 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 the 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.

38. Related BridgeHaul Services.

Client may from time to time receive or participate in additional BridgeHaul services, including fuel programs, fuel advances, fuel card funding, payment services, reporting tools, technology platforms, broker credit checks, or other services made available by BridgeHaul.

Such services may be governed by separate service agreements, program agreements, schedules, addenda, or other written terms. Unless expressly stated otherwise, the applicable service-specific agreement shall govern the operation, pricing, usage, administration, and requirements of that service.

Any amounts owed by Client to BridgeHaul in connection with such services may be treated as Obligations under these Terms and Conditions for purposes of payment, offset, reserve application, ACH authorization, default, and remedies, unless prohibited by law or expressly excluded by the applicable service-specific agreement.

39. Fuel Services.

If Client participates in a BridgeHaul fuel program, fuel card program, fuel advance program, or related fuel service, such participation may be subject to a separate fuel agreement, service-level agreement, schedule, addendum, cardholder terms, processor terms, or program rules.

Such terms may address, without limitation, card issuance, card controls, authorized users, lost or stolen cards, unauthorized use, fraud responsibility, credit limits, repayment timing, fuel discounts, rebates, network rules, in-network and out-of-network transactions, taxes, merchant fees, processor rules, minimum volume requirements, suspension rights, and program-specific pricing.

These Terms and Conditions are not intended to replace such fuel-specific terms. However, any fuel-related amounts owed by Client to BridgeHaul, including fuel advances, fuel advance fees, fuel card funding obligations, transaction fees, service fees, returned payments, chargebacks, or other fuel program charges, may be treated as Obligations under these Terms and Conditions unless otherwise stated in the applicable fuel agreement or prohibited by law.

40. No Waiver of Factoring Rights; Reservation of Rights.

Client's participation in any fuel program, fuel advance program, technology platform, payment service, broker credit check service, reporting tool, or other BridgeHaul service shall not limit, waive, impair, or otherwise affect BridgeHaul's rights under these Terms and Conditions or the Factoring Service Agreement.

BridgeHaul's decision to provide any additional service, accommodation, credit, advance, discount, rebate, program benefit, or technology access shall not be deemed a waiver of any default, obligation, right, remedy, security interest, reserve right, repurchase right, offset right, ACH authorization, or collection right available to BridgeHaul.

BridgeHaul may condition, suspend, modify, or discontinue any related service as permitted by the applicable agreement, these Terms and Conditions, or applicable law.