Carrier Master Agreement

Sweeper Labs, Inc. — Version 1.0

This Carrier Master Agreement (this "Agreement") is between **Sweeper Labs, Inc.**, a Delaware corporation ("Sweeper"), and the motor carrier identified in the onboarding record ("Carrier"). It is effective on the date Carrier accepts it electronically as described in §17.

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§1. Purpose and structure

Carrier provides motor-carrier transportation services to shippers, dealers, and brokers. Sweeper operates a software platform that documents custody of vehicles, verifies counterparties against government and commercial sources, and **facilitates payment to Carrier for services Carrier has provided.**

Carrier authorizes Sweeper to direct the payment processor to disburse to Carrier's designated account the amounts owed to Carrier for loads Carrier performs through the platform. Funds owed to Carrier are held at all times by the payment processor, a licensed money transmitter, in accounts the processor owns and controls. **Sweeper does not receive, hold, or take custody of those funds at any point.** Sweeper's role is limited to instructing the processor when the conditions in §5 are satisfied.

§2. What Sweeper is not

Sweeper is a software platform. Sweeper is not a motor carrier, not a property broker, not a freight forwarder, not an insurer, not a bank, and not a money transmitter. Sweeper is not a party to the transport contract between the Dealer, the Broker, and the Carrier. Payments are processed by Stripe. Sweeper produces evidence and process; it does not guarantee delivery, condition, or the performance of any party.

Sweeper does not arrange transportation, does not select carriers, does not negotiate freight rates, and takes no commission on freight. Sweeper's compensation is a software fee, disclosed separately and paid by the Dealer.

§3. Carrier warranties

Carrier represents and warrants, continuously throughout the term:

(a) It holds active operating authority from the Federal Motor Carrier Safety Administration for the transportation it performs, and its USDOT and MC numbers as recorded on the platform are accurate.

(b) It maintains liability and cargo insurance meeting or exceeding applicable federal minimums and any additional amounts stated in a load's requirements, and the certificates it provides are current and genuine.

(c) Every driver operating under Carrier's authority on a platform load is lawfully licensed, lawfully employed or contracted by Carrier, and authorized to take custody of the vehicles on that load.

(d) **Carrier will not re-broker, double-broker, subcontract, or otherwise transfer any platform load to another carrier without Sweeper's prior written consent recorded on the platform.**

(e) It will promptly notify Sweeper of any lapse, suspension, or revocation of authority or insurance.

Verification is independent. Sweeper verifies authority and insurance against FMCSA and independent insurance sources and does not rely on documents or contact information supplied by Carrier. A discrepancy between Carrier's representations and an independent source may suspend Carrier's ability to accept loads.

§4. Rates and payment

(a) **The rate payable to Carrier for a load is the rate recorded on that load at dispatch.** Sweeper pays that amount. Sweeper does not set, negotiate, or adjust it.

(b) Where a Broker is involved, the Broker is responsible for the rate agreed with Carrier and warrants that the rate recorded reflects that agreement. **Disputes about the agreed rate are between Carrier and the Broker.** Sweeper pays the recorded amount and is not liable for a discrepancy between the record and a separate understanding.

(c) Sweeper deducts nothing from Carrier's rate. Carrier pays no subscription, access fee, or per-load charge to receive payment, and no fee for a payout on standard timing.

(d) Carrier is responsible for its own taxes. Sweeper will issue information returns as required by law.

§5. When payment is released

Payment to Carrier is released when **all** of the following are satisfied:

(a) The assigned driver's device recorded arrival within the destination geofence;

(b) An independent proof of receipt was obtained — a signature with identity binding from a person at the destination, an auction-system confirmation bound to the load's vehicle identification numbers and occurring after the driver's arrival event, or a confirmation by the funding party;

(c) **The party confirming receipt is not Carrier and is not any other party being paid on the load.** No party may confirm its own delivery;

(d) The assignment chain from the load's owner to Carrier is intact and authorized;

(e) The Dealer's funding for the load has settled.

Payment is not released until every condition is met. A load that cannot be independently confirmed is a load that does not release.

§6. Expedited payout

Standard payment is by ACH to Carrier's designated account. Where available, Carrier may **opt in, per payment,** to expedited payout for a fee disclosed before Carrier confirms. Expedited payout is never a default and is never deducted automatically. **Availability depends on Carrier's account status and on platform-level eligibility determined by the payment processor, and may not be available at all times.**

§7. Recovery, offset, and reversal

Where a payment funding a load is reversed, returned, disputed, or otherwise fails after a payout to Carrier has been released, or where a payout was released in error, Sweeper may:

(a) offset the amount against any current or future payout to Carrier on any load; and/or

(b) require Carrier to repay the amount within ten (10) business days of written notice; and/or

(c) suspend Carrier's ability to accept new loads until the amount is resolved.

Carrier's obligation to repay is not contingent on Sweeper's recovery from any other party.

(d) Assignment and factoring. Carrier will give Sweeper written notice before assigning, factoring, pledging, or otherwise transferring any receivable arising from a platform load. **Sweeper's rights of offset and recovery under this section attach to the receivable and survive any such assignment**, and any assignee takes the receivable subject to them. Carrier will disclose this section to any prospective assignee.

§8. Damage, loss, and theft

(a) **Sweeper is not a party to any claim for vehicle damage, loss, shortage, or theft.** Sweeper is not an insurer, not an adjuster, and does not determine liability, causation, or value.

(b) Payment released under §5 is payment for transportation services performed. **A damage claim does not suspend, reduce, or reverse that payment.** Claims are pursued separately by the Dealer or its assignee against Carrier and Carrier's insurer under the transport contract and applicable law, including 49 U.S.C. § 14706.

(c) **Sweeper provides evidence.** Timestamped, geolocated condition photographs, arrival and departure events, and signed proof of receipt captured on the platform are made available to both the Dealer and Carrier for use in any claim. Sweeper makes no representation as to the sufficiency of that evidence for any purpose.

(d) **Sweeper does not guarantee against theft, fraud, or misconduct.** Sweeper verifies operating authority, insurance, and identity against independent sources, which reduces exposure to fraudulent counterparties. It is a verification and documentation service, not a guarantee and not insurance.

(e) Nothing in this section limits Sweeper's right under §11 to suspend a payout where the platform's own integrity conditions are not met — including suspected fraud, a broken assignment chain, or a counterparty whose verification has failed. **That right protects the platform; it is not a mechanism for a Dealer to withhold payment over a damage dispute.**

§9. Evidence, records, and data

(a) Carrier grants Sweeper a non-exclusive, worldwide, royalty-free license to use, store, reproduce, and display load data, custody events, photographs, signatures, and related records generated through Carrier's use of the platform, for the purposes of operating the platform, producing the evidence record, meeting legal and regulatory obligations, and improving the service.

(b) Custody and verification records are written to append-only storage and cannot be altered after the fact by Sweeper, Carrier, or any other party.

(c) Sweeper retains records as required by applicable law and as stated in its published privacy policy, and may retain records subject to a legal hold notwithstanding a deletion request.

§10. Driver devices

Where Carrier's drivers use the Sweeper driver application, Carrier will ensure that drivers use their own credentials, do not share accounts, and do not use software that falsifies device integrity or location. **Credentials required to take custody of vehicles — including pickup codes and gate passes — are released only to a verified device at the correct location and are never transmitted by text message or email.**

§11. Suspension and termination

Sweeper may suspend Carrier's access, or suspend a specific payout, where: authority or insurance lapses; a verification fails; the assignment chain is broken; fraud or misconduct is suspected; or Carrier breaches this agreement. Either party may terminate on thirty (30) days' written notice. **Termination does not affect payment for loads already delivered and verified, nor Carrier's obligations under §7.**

§12. Confidentiality

Carrier will see the rate payable to Carrier. **Carrier will not have access to the Dealer's total charge, a Broker's margin, or any other party's commercial terms.** Each party's commercial terms are confidential to that party.

§13. Limitation of liability

(a) **Sweeper's aggregate liability to Carrier arising out of or relating to this agreement is limited to the greater of (i) the platform fees Sweeper earned on the loads giving rise to the claim, or (ii) US$100.**

(b) Sweeper is not liable for indirect, incidental, consequential, special, or punitive damages, or for lost profits, in any circumstance.

(c) **Nothing in this section limits liability for Sweeper's gross negligence, willful misconduct, or fraud.**

§14. Indemnification

Carrier indemnifies Sweeper against claims arising from Carrier's performance or non-performance of transportation services, its breach of §3 warranties, its drivers' conduct, and any claim for cargo damage, loss, or theft.

§15. Payment processor

Payments are processed by Stripe. Carrier must complete Stripe's onboarding and **accept Stripe's Connected Account Agreement, which is a separate agreement between Carrier and Stripe.** Sweeper does not hold funds in its own bank account. Carrier's ability to receive payment depends on maintaining an account in good standing with the processor.

§16. Disputes

Disputes about a withheld payout are raised through the platform or to hello@sweeperlabs.com. **Sweeper will acknowledge within two (2) business days and target resolution within ten (10) business days.**

Disputes between Sweeper and Carrier are resolved by binding arbitration under AAA Commercial Rules, seated in Delaware, with a class-action waiver, consistent with the published Terms of Service.

§17. Electronic acceptance

This Agreement is accepted electronically. By selecting acceptance on the platform, the individual accepting represents that they are authorized to bind Carrier, and Carrier consents to conduct this transaction electronically under the U.S. Electronic Signatures in Global and National Commerce Act and applicable state electronic-transaction law. Sweeper's platform records, for each acceptance: the accepting organization and user, the agreement version and document hash, the signer's name and title, the timestamp, and the network address and user agent from which acceptance was made. That record is written to append-only storage and constitutes the record of execution. This Agreement may be updated by Sweeper publishing a new version; where a new version is designated as required, Carrier will be asked to accept it before taking new loads.
