

EXHIBIT A



SLOANE MONROE LOGISTICS, LLC
— THE TRUCKER'S LIAISON —

NEW CUSTOMER ONBOARDING PACKET



- Capability Statement
- MC Authority
- W9 Form
- Liability Insurance
- NOA
- SCAC Assignment Letter

CONTACT US



302-216-2311



shollis@smdlogi.com



SLOANE MONROE LOGISTICS, LLC
— THE TRUCKER'S LIAISON —

YOUR FULL-SERVICE LOGISTICS PARTNER



COMPANY OVERVIEW

Sloane Monroe Logistics, LLC is a 100% women-owned, minority-owned small business. We provide FTL and LTL from the first mile to final mile delivery services throughout the United States using dry, refrigerated, and bulk load trailers.

We pride ourselves on providing the utmost respect and delivering the best customer service, which is why our company employs professionals that are proactive, reliable, and consistent.

BUSINESS SNAPSHOT

SLOANE MONROE LOGISTICS, LLC

8 The Green, Suite A Dover, DE 19901

DUNS: 117654664

CAGE Code: 8QUA7

Socio-Economic Status: Woman-Owned Small Business (WOSB), Economically Disadvantaged Woman Owned Small Business (EDWOSB)

*pending, and 8 A *pending

MC Number: 1227312

DOT Number: 3607131

NAICS CODES

485110, 484230, 484110, 492110, 492210, 491110, 561210, 561320, 561330, 561990, 541614, 541611, 541618, 423490, 488999, 488510, 488490, 423440

CAPABILITIES

- Dedicated and expedited services
- Reefer, Dry van, flatbed, and power-only capacity
- Procurement
- Logistics Planning & Execution
- Warehouse Management
- Invoicing & Billing Follow-up
- Customer Service & Scheduling
- Dispatching & Driver Management
- Negotiations, Organization & Planning
- Risk Management

DIFFERENTIATORS

- 24/7 availability to support the critical nature of our customer business
- TWIC drivers
- In-Trailer GPS Tracking
- ELD Compliant
- Trailer Interchange \$40K
- Reefer Breakdown Insured
- \$100K cargo insurance, increases available

EXPERIENCE

- Consulting services provided from conception to implementation for over 10 trucking companies.
- FTL Power only Trinity Logistics
- FTL Power only NFI Logistics
- FTL Roar Logistics
- FTL PLS Logistics
- FTL Nolan Transportation
- FTL CH Robinson
- FTL Redwood Logistics
- FTL Bozel Enterprises
- FTL LANDSTAR, & FTL JB Hunt Inc.



302-216-2311

shollis@smdlogi.com





U.S. Department of Transportation
Federal Motor Carrier Safety Administration

1200 New Jersey Ave., S.E.
Washington, DC 20590

SERVICE DATE

March 09, 2023

CERTIFICATE

MC-1227312-C

U.S. DOT No. 3607131
SLOANE MONROE LOGISTICS LLC
D/B/A SLOANE MONROE DISPATCH LLC
WILMINGTON, DE

This Certificate is evidence of the carrier's authority to engage in transportation as a **common carrier of property (except household goods)** by motor vehicle in interstate or foreign commerce.

This authority will be effective as long as the carrier maintains compliance with the requirements pertaining to insurance coverage for the protection of the public (49 CFR 387) and the designation of agents upon whom process may be served (49 CFR 366). The carrier shall also render reasonably continuous and adequate service to the public. Failure to maintain compliance will constitute sufficient grounds for revocation of this authority.

A handwritten signature in black ink, reading "Jeffrey L. Secrist".

Jeffrey L. Secrist, Division Chief
Office of Registration

NOTE: Willful and persistent noncompliance with applicable safety fitness regulations as evidenced by a DOT safety fitness rating of "Unsatisfactory" or by other indicators, could result in a proceeding requiring the holder of this certificate or permit to show cause why this authority should not be suspended or revoked.

CMO

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Sloane Monroe Logistics LLC	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
☒ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ▶ _____	
5 Address (number, street, and apt. or suite no.) See instructions. 8 The Green, Suite A,	Requester's name and address (optional)
6 City, state, and ZIP code Dover, DE 19901	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
			-				-			
or										
Employer identification number										
8	5	-	0	6	3	2	2	8	9	

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign
Here**

Signature of
U.S. person ▶ Samantha Hollis

Date ▶ 01/12/2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

07/17/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marquee Insurance Group LLC 1000 Holcomb Woods Pkwy Suite 315-A Roswell GA 30076	CONTACT NAME: Operations Department PHONE (A/C, No, Ext): 678-483-8151 E-MAIL ADDRESS: certs@marqueeig.com FAX (A/C, No): 678-483-8152																					
INSURED SLOANE MONROE LOGISTICS LLC DBA: SLOANE MONROE DISPATCH 100 FULTON ST WILMINGTON DE 19805	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A :</td><td>Star Mutual RRG</td><td>17024</td></tr><tr><td>INSURER B :</td><td>Fortegra Specialty Insurance Company</td><td>16823</td></tr><tr><td>INSURER C :</td><td></td><td></td></tr><tr><td>INSURER D :</td><td></td><td></td></tr><tr><td>INSURER E :</td><td></td><td></td></tr><tr><td>INSURER F :</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Star Mutual RRG	17024	INSURER B :	Fortegra Specialty Insurance Company	16823	INSURER C :			INSURER D :			INSURER E :			INSURER F :		
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INSURER F :																						

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:					EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS		1304-433730-23	02/10/2023	02/10/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 15,000 / 30,000
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N ☐ N / A					PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Motor Truck Cargo		22-FIT-10B00001-00	02/10/2023	02/10/2024	Limit: \$100,000, Deductible: \$1,000
B	Physical Damage		22-FIT-10B00001-00	02/10/2023	02/10/2024	Deductibles - Comp: \$1,000, Coll: \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

A: 'Cleanup cost' Limit '10,000'.
B: Reefer Breakdown Liability (Ded: \$2,500).
B: Trailer Interchange (Deductible: \$1,000, Limit: \$40,000).

Vehicles: [See Attached];

CERTIFICATE HOLDER**CANCELLATION**

Proof of Coverage
Please send all certificates requests to
coi@marqueeig.com

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Rita Griffin

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March 20, 2023

To:

Telephone:
Facsimile:
Email:

Re: **Notice of Assignment of Accounts**

In order to serve you better, SLOANE MONROE LOGISTICS LLC, MC/DOT- 1227312, (our "Client"), has partnered with **Triumph Financial Services, LLC formerly known as Advance Business Capital LLC dba Triumph Business Capital** ("TRIUMPH") for the financing, management and collections of its accounts receivable. Effective immediately, under the terms of its agreement with TRIUMPH, all amounts due or to become due ("Accounts") to Client have been assigned to TRIUMPH and all payments on the Accounts are payable to and only to TRIUMPH. This Notice of Assignment may only be rescinded by a notarized letter to you from an officer of TRIUMPH.

If you receive copies of Company's invoices from TRIUMPH or a statement without invoices, the originals have previously been mailed to you. Please direct any and all payments to:

**Triumph Financial Services
P.O. Box 610028
Dallas, TX 75261-0028**

Alternatively, you may remit payment electronically, either by ACH or wire transfer, to Triumph Financial Services LLC c/o Frost National Bank, San Antonio TX. ABA Nbr: 114000093. Account Nbr: 950014664. Remittance Advice to: payments@tbcap.com.

Please make the appropriate changes to your accounting and accounts payable systems to reflect the new remittance information. For questions on paperwork please email requests@tbcap.com. For any other questions, please contact us at (866) 414-9600.

Sincerely,

SLOANE MONROE LOGISTICS LLC

TRIUMPH FINANCIAL SERVICES

A handwritten signature in black ink, appearing to read "George A. Thorson".

George A. Thorson
Executive Vice President

A handwritten signature in black ink, appearing to read "Samantha E. Hollis".

SAMANTHA E HOLLIS
MEMBER

This is not a notice of default or collection, but rather a legal advisory providing notice as required under the Uniform Commercial Code, Section 9-406, of your obligation to make payment directly to TRIUMPH for all obligations owed to Company.

651 Canyon Dr., #105, Coppell, TX 75019 | 866.356.0888 | invoicefactoring.com

Factoring products and services offered by Triumph Financial Services, LLC, a subsidiary of TBK Bank, SSB, DBA Triumph



March 10, 2023

SAMANTHA HOLLIS
MONROE, SLOANE DISPATCH LLC
100 FULTON ST
WILMINGTON, DE 19805

CERTIFICATE OF STANDARD CARRIER ALPHA CODE (SCAC) RENEWAL

The Standard Carrier Alpha Code of **MSQT** has been renewed for:

MONROE, SLOANE DISPATCH LLC
100 FULTON ST
WILMINGTON, DE 19805
MC-1227312
US DOT-3607131

This Alpha Code will apply only to the company name shown above through June 30, 2024. Approximately two months prior to expiration of this SCAC, NMFTA will provide a renewal notice which must be promptly returned together with payment to ensure its continued validity. Should the company name, address or contact information need an update, please notify the National Motor Freight Association, Inc. at customerservice@nmfta.org.

Alpha Codes ending with the letter "U" have been reserved for the identification of freight containers. If your Alpha Code ends with the letter "U", it should be used only for this purpose. A non-U ending Alpha Code should be obtained to satisfy other requirements such as company identification for Customs, Electronic Data Interchange, freight payments, etc.

If you participate in the Customs & Border Protection (CBP) ACE program and you have an issue with using your SCAC with ACE, please contact CBP at the following email address: AMSSCAC@cbp.dhs.gov. All SCACs are automatically uploaded to ACE within 24 hours. To participate in the Automated Export System (AES) program, please email AMSSCAC@cbp.dhs.gov and askaes@census.gov a request, along with a copy of the NMFTA SCAC letter, to enable your SCAC for AES. Additional information on CBP's automated programs can be found at: <https://www.cbp.gov/trade/automated/getting-started>.

NOTICE: Renewal of the above listed SCAC is unrelated to participation in the National Motor Freight Classification (NMFC). Further, it does not confer membership in the National Motor Freight Traffic Association, Inc. nor allow use of the NMFC in connection with freight rates. For participation and membership information, please call (703) 838-1810.



SLOANE MONROE DISPATCH
THE TRUCKER'S LIAISON

info@sloanemonroedispach.net

www.sloanemonroedispach.com

8 The Green, Suite A, Dover, DE 19901



INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Agreement") is made and entered into this day 30 of August 2023 (the "Effective Date") by and between Sloane Monroe Logistics LLC ("Company") with a principal place of business at 8 The Green, Suite A, Dover, DE 19901 and ("Contractor").

Adrienne Ponzo

1. Services to Be Performed

Contractor agrees to perform the following services: **Expedited Delivery Driver**.

Any material changes to the Services, including work to be performed and related fees must be approved by the prior written consent of both parties.

Job Descriptions

- Load, Unload and secure product while insuring the integrity of the freight
- Delivers product to customer locations, utilizing a hand truck or pallet jack and possible lift gate.
- Operate delivery vehicles in a safe and lawful manner. Responsible for the vehicle and its contents.
- Complete daily route and all appropriate paperwork. Communicate obstacles in a proactive manner allowing us to maintain KPI goals and requirements

2. Payment

In consideration for the services to be performed by Contractor, Company agrees to pay Contractor of 90% after fuel, tolls, rentals and any applicable fees. Travel maybe required beyond 500 miles if contract requires and overnight accommodations will be the Contractor responsibility.

3. Fees and Expenses

Contractor shall be responsible for the following expenses: personal insurance premiums, employment taxes, cellphone expenses, and meals. Moreover, any fines charged to the driver due to the driver's negligence are the sole responsibility of the driver to pay. The Company will cover any maintenance and repair costs of the vehicle as well as the license fees and permits required for the Company's tractor trailer.

4. Term of Agreement

This agreement will become effective when signed by both parties and will terminate when either party provides the date a party terminates the Agreement as provided below.

5. Independent Contractor Status

Contractor is an independent contractor. Contractor shall be responsible for determining the location, method, details, and means of performing the Services. Nothing in this Agreement creates any partnership, joint venture, employer-employee or agency relationship. Contractor agrees not to represent or bind the Company to any third party that any of the aforementioned relationships exist. Any rights afforded to employees of the Company such as fringe benefits are not available to Contractor.

6. Business Licenses, Permits, and Certificates

Contractor represents and warrants that Contractor and Contractor's employees and contract personnel will comply with all federal, state, and local laws requiring drivers and other licenses, business permits, and certificates required to carry out the services to be performed under this Agreement. Contractor shall use his/her best efforts to perform Services in a satisfactory manner to the Company.

7. State and Federal Taxes

Company shall be under no obligation to withhold FICA (Social Security and Medicare taxes) from Contractor's payments or make FICA payments on Contractor's behalf, make state or federal unemployment compensation contributions on Contractor's behalf, or withhold state or federal income tax from Contractor's payments. Contractor shall pay all taxes incurred while performing services under this Agreement—including all applicable income taxes and, if Contractor is not a corporation, self-employment (Social Security) taxes. Upon demand, Contractor shall provide Company with proof that such payments have been made.

8. Insurance

Benefits are available via a third party administrator.

9. Indemnification

Contractor shall indemnify and hold Company and its affiliates, employees and agents harmless from any loss, liability, damage or other expenses arising from performing services under this Agreement.

10. Terminating the Agreement

With reasonable cause, either Company or Contractor may terminate this Agreement, effective immediately upon giving written notice. Reasonable cause includes a material violation of this Agreement, or any act exposing the other party to liability to others for personal injury or property damage.

OR

Either party may terminate this Agreement at any time by giving 10 days' written notice to the other party of the intent to terminate. Abandoning the vehicle will result in the Contractor's last paycheck being withheld and used to cover the retrieval of the tractor trailer.

11. Confidentiality

Contractor acknowledges that it will be necessary for Company to disclose certain confidential and proprietary information to Contractor in order for Contractor to perform duties under this Agreement. Contractor acknowledges that disclosure to a third party or misuse of this proprietary or confidential information would harm Company.

Contractor will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of Company without Company's prior written permission except to the extent necessary to perform services on Company's behalf.

Proprietary or confidential information includes:

- Any materials regardless of form furnished by Company for Contractor to use
- Any information stamped "confidential," "proprietary," or with a similar legend, or any information that company makes reasonable efforts to maintain secret
- Business or marketing plans or strategies, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries, and improvements of any kind, sales projections, and pricing information
- Information belonging to customers and suppliers of Company.

Upon termination of Contractor's services to Company, or at Company's request, Contractor shall deliver to Company all materials in Contractor's possession relating to Company's business.

12. Proprietary Information

All work performed under this Agreement ("Work Product"), including without limitation all notes, reports, documentation, drawings, computer programs, inventions, creations, works, devices, models, work-in-progress and deliverables will be the sole property of the Company, and Contractor hereby assigns to the Company all right, title and interest therein, including but not limited to all audiovisual, literary, moral rights and other copyrights, patent rights, trade secret rights and other proprietary rights therein. Contractor retains no right to use the Work Product and agrees not to challenge the validity of the Company's ownership in the Work Product.

Contractor hereby assigns to the Company all right, title, and interest in any and all photographic images and videos or audiorecordings made by the Company during Contractor's work for them, including, but not limited to, any royalties proceeds, or other benefits derived from such photographs or recordings.

13. Miscellaneous

A. Exclusive Agreement. This Agreement constitutes the sole agreement between the parties and supersedes all oral negotiations and prior writings with respect to the Services. Any subsequent changes to the term of this Agreement may be amended or waived only with the written consent of the Company.

B. Notices. All notices and other communications required or permitted under this Agreement shall be in writing and shall be deemed sufficient upon delivery, when delivered personally or by overnight or sent by email or fax, or forty-eight hours after being sent by mail as certified or registered with postage prepaid, addressed to the party to be notified at such party's address or email as set forth on the signature page.

C. Choice of Law / Dispute Resolution. This Agreement shall be governed by, and construed in accordance with, the laws of the State of . The prevailing party in any proceeding to resolve a dispute pertaining to matters covered under this Agreement shall be entitled to receive reasonable fees by the opposing party.

OR

Any disputes concerning this Agreement will be submitted to binding arbitration in accordance with the rules of the American Arbitration Association.

D. Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, the remainder of the Agreement shall be unaffected.

E. Advice of Counsel. Each party acknowledges that each party has read this Agreement and fully understands the terms and provision herein. Both parties have been given the opportunity to seek legal counsel regarding this Agreement. This Agreement shall not be construed against any party by reason of the drafting or preparation hereof.

Contractor's Signature Over Printed Name and Date



Samantha Hollis

President | Sloane Monroe Dispatch
Dover, DE