

BROKER-CARRIER AGREEMENT

This AGREEMENT is entered into on the date specified via an online portal, MyCarrierPackets.com, evidenced by the Signed Agreement Affidavit between the carrier named on the Signed Agreement Affidavit (hereinafter referred to as "CARRIER"), a for-hire motor carrier (i) registered with and operating under for-hire motor carrier authority Certificate or Permit No. MC specified via an online portal, MyCarrierPackets.com, evidenced by the Signed Agreement Affidavit and issued by the FMCSA or its predecessors, and/or (ii) registered with and operating under for-hire motor carrier registration or authority No. specified via an online portal, MyCarrierPackets.com, evidenced by the Signed Agreement Affidavit issued by a state agency and R&R Express, Inc. and each of its affiliated companies identified herein (hereinafter referred to as "BROKER"), property transportation brokers registered with and operating under property transportation broker licenses issued by the U.S. Federal Motor Carrier Safety Administration (the "FMCSA") or its predecessor agencies within or outside the U.S. Department of Transportation ("U.S.DOT"). BROKER AND CARRIER shall be referred to collectively as the "Parties" and individually as a "Party".

The Parties are entering this Agreement for their mutual benefit and to provide CARRIER with the opportunity to receive and accept (or decline) offers to transport one or more freight shipments from any one of the affiliated "Participating Brokers" executing this Agreement. The term "BROKER" as used herein shall refer to each duly registered entity holding a property broker license or designation and named herein. CARRIER and each Participating BROKER may and shall rely on this Agreement governing their respective individual freight shipment transactions.

1. CARRIER REPRESENTS AND WARRANTS THAT:

- a. CARRIER is a duly Registered Motor Carrier of property authorized to provide transportation of property services under contracts with shippers, receivers, and brokers of general commodities in interstate and intrastate commerce;
- b. CARRIER shall transport the property it receives pursuant to this Agreement under its own registered and lawful operating authorities and subject to the terms of this Agreement. CARRIER will not re-broker, co-broker, subcontract, assign, interline, or transfer the transportation of shipments hereunder to any other persons or entity conducting business under a different operating authority. If CARRIER breaches this provision, BROKER shall have the right to pay the delivering carrier directly, in lieu of payment to CARRIER. CARRIER shall remain liable to BROKER under this Agreement notwithstanding BROKER's payment to the delivering carrier;
- c. CARRIER agrees that the insertion of BROKER's name as "carrier" on a bill of lading shall be for convenience only, and shall not change BROKER's status as a property broker nor CARRIER's status as a motor carrier;
- d. CARRIER is in, and shall maintain compliance during the term of this Agreement, with all applicable federal, state and local laws relating to CARRIER's operation and services including, but not limited to applicable regulations concerning: transportation of Hazardous Materials (including the licensing and training of HAZMAT qualified drivers) as defined in 49 C.F.R. §172.800, §173, and §397 et seq. and to the extent that any shipments hereunder constitute Hazardous Materials; cargo security; owner/operator lease; loading and securement of freight; implementation and maintenance of driver safety including, but not limited to, hiring,

- controlled substances and alcohol testing, and hours of service; qualification and licensing and training of drivers; sanitation, temperature, and contamination requirements for transporting food, perishable, and other products;; implementation and maintenance of equipment safety; maintenance and control of the means and method of transportation including, but not limited to, performance of its drivers; all applicable insurance laws including, but not limited to, workers' compensation;
- e. CARRIER is solely responsible for the management, governance, discipline, direction and control of its employees, any independent contractors, equipment owners and operators (including drivers), and equipment in all respects to ensure the safe operation of CARRIER'S regulated and unregulated activities as a Registered motor carrier. CARRIER agrees that the safe and compliant operation and performance of CARRIER'S equipment, drivers and facilities shall supersede any service requests, demands, preferences, instructions, and information from BROKER or BROKER's customer with respect to any shipment;
 - f. CARRIER will notify BROKER immediately if its license or Registration is revoked, suspended or rendered inactive for any reason; if it is sold, or if there is a change in control of ownership, and/or any insurance required hereunder is threatened to be, or is, terminated, cancelled, suspended, or revoked for any reason.
 - g. CARRIER does not have an "Unsatisfactory" safety rating determined by the Federal Motor Carrier Safety Administration ("FMCSA"), U.S. Department of Transportation, and will notify BROKER in writing immediately if its safety rating is changed to "Unsatisfactory" or "Conditional". In the event that CARRIER fails to maintain insurance required hereunder, is notified that such insurance may become ineffective, or is otherwise prohibited by applicable law from performing services hereunder, CARRIER shall immediately notify BROKER and shall not accept or carry any loads or goods tendered to CARRIER by BROKER;
 - h. CARRIER has investigated, monitors, and agrees to conduct business hereunder based on the credit-worthiness of BROKER and is granting BROKER credit terms accordingly, and therefore, CARRIER authorizes BROKER to, and assigns unto BROKER the right to, invoice CARRIER's freight charges to shipper, consignee, or third parties responsible for payment; and
 - i. CARRIER acknowledges that this Agreement shall apply to all freight shipments tendered to CARRIER by any one of the BROKERS identified herein, and the individual BROKER identified in the Load Confirmation Sheet, on a shipment by shipment basis, shall be the sole BROKER entity responsible to CARRIER for the performance of BROKER's responsibilities under this Agreement.

2. BROKER'S RESPONSIBILITIES:

- a. For each shipment of freight an individual Participating BROKER tenders to CARRIER, such BROKER shall provide CARRIER with the (i) place of origin and destination of the shipment(s); (ii) if notified by BROKER's customer in advance, the type of commodities to be transported; and (ii) if requested by BROKER's customer, any specified equipment or handling requirements;
- b. Each Participating BROKER shall render commercial invoices, and provide billing services, for all freight shipments transported by CARRIER under this Agreement and deliver the same to the party responsible for payment. CARRIER shall invoice the named BROKER, which tendered

the freight shipment to CARRIER, for CARRIER's charges, as mutually agreed in writing, by fax, or by electronic means, contained in the Load Confirmation Sheet(s), which are incorporated herein by reference. On a shipment by shipment basis, the Participating BROKER identified in the Load Confirmation Sheet shall be the sole Participating BROKER responsible to CARRIER for payment of CARRIER's charges.

- c. **RATES:** A rate(s) which has been verbally agreed between BROKER and CARRIER shall be deemed confirmed in writing when CARRIER has billed the agreed rate and BROKER has made payment without dispute. All written confirmations of rates, including confirmations by billing and payment, shall be incorporated herein by this reference. CARRIER's rates or charges, including but not limited to stop-offs, detention, loading or unloading, fuel surcharges, or other accessorial charges, stated as tariff rates, released rates or values, or tariff rules or circulars, shall not apply. Additional rates for truckload or less than truckload shipments, or modifications or amendments of the above rates, or additional rates, may be established to meet changing market conditions, shipper requirements, BROKER's requirements, and/or specific shipping schedules as mutually agreed upon, and shall be confirmed in writing (or by fax or email) by both Parties. Any such additional, modified, or amended rates, changes in rates shall automatically be incorporated herein by this reference.
- d. **PAYMENT:** BROKER agrees to pay CARRIER the agreed rates and charges for completed services within thirty (30) days of receipt of CARRIER's invoice, which must be accompanied by a signed bill of lading and proof of delivery, and any other receipt or documentation BROKER requires. Payment for shipments which suffer or incur damage or loss to cargo will be held pending CARRIER's compliance with Paragraph 3.c. of this Agreement. The Parties agree that the Participating BROKER which has tendered the freight shipment to CARRIER is the sole BROKER responsible for payment of CARRIER's charges.
- e. **BOND:** Each Participating BROKER shall maintain a surety bond / trust fund as required by law to maintain its respective status as a duly Registered property broker.
- f. BROKER's responsibility is limited to arranging for, but not actually performing, the transportation of freight.

Each Participating BROKER acknowledges that the BROKER identified in the Load Confirmation Sheet, on a shipment by shipment basis, shall be the sole BROKER which may enforce this Agreement against CARRIER for the performance of CARRIER's responsibilities under this Agreement for a particular shipment or transaction.

3. **CARRIER'S RESPONSIBILITIES:**

- a. **EQUIPMENT:** In accordance with the representations and warranties in Paragraph 1 of this Agreement, CARRIER shall provide the necessary equipment and qualified personnel for the performance and completion of the transportation services required by BROKER'S customers. CARRIER shall not use any equipment that has been used to transport hazardous wastes, solid or liquid. CARRIER agrees that all shipments will be transported and delivered with reasonable dispatch.
- b. **BILL OF LADING:** CARRIER shall sign a bill of lading, produced by shipper or CARRIER, for the property it receives under this Agreement. CARRIER shall become responsible, and therefore liable, for the freight it takes/receives possession of regardless of whether a bill of lading has

been issued, and/or signed, and/or delivered to CARRIER, and which responsibility/liability shall continue until delivery of the shipment to the consignee and the consignee signs the bill of lading or delivery receipt. With respect to CARRIER, this Agreement shall supersede any terms of the bill of lading (including but not limited to payment and credit terms, released rates or released value) which are in conflict, or inconsistent, with the terms of this Agreement. Failure to issue a bill of lading, or sign a bill of lading acknowledging receipt of the cargo or freight by CARRIER shall not limit, reduce, or nullify CARRIER's liability hereunder. CARRIER shall notify BROKER immediately of any exception made on the bill of lading or delivery receipt.

c. **LOSS & DAMAGE CLAIMS:**

- i. CARRIER shall process each freight loss and damage claim it receives from a Participating BROKER, or any party entitled to recover against CARRIER for the same, pursuant to 49 C.F.R. §370.1 et seq., and any amendments thereto; and
- ii. CARRIER shall cooperate with BROKER in the investigation of any claim for cargo loss, damage, delay, or destruction; and
- iii. CARRIER's liability for freight loss or damage from any cause shall be for the full actual value of the lost, damaged, or delayed freight without limitation and not subject to any lesser "released value" under 49 U.S.C. §14706, the "Carmack Amendment;" and
- iv. CARRIER's liability for freight loss and damage claims shall include legal fees and costs incurred by BROKER, either in defense or prosecution of the same; and
- v. Neither Party shall be liable to the other for consequential damages without prior written notification of the risk of loss, the approximate financial amount of such loss, and an agreement to assume such responsibility has been made in writing; and
- vi. Notwithstanding the terms of 49 CFR 370.9, CARRIER shall pay, decline or make a settlement offer in writing on all cargo loss or damage claims within sixty (60) days of receipt of the claim. CARRIER's failure to pay, decline or offer settlement within this period shall be deemed an admission by CARRIER of full liability for the amount claimed, and a material breach of this Agreement. BROKER shall be authorized to set-off valid, uncontested cargo loss and damage claims against amounts BROKER owes CARRIER pursuant to this Agreement; and
- vii. CARRIER shall pay to BROKER the full amount claimed by BROKER or the legal claimant for the kind and quantity of commodities so lost, delayed, damaged or destroyed. Payments by CARRIER to BROKER shall be paid and received for the account of the legal claimant, and shall be made within sixty (60) days following CARRIER's receipt of the claim statement and supporting documentation; and
- viii. Any exclusion from coverage contained in CARRIER's Cargo Insurance Policy shall not limit, reduce, or nullify CARRIER's liability for freight loss, damage, or delay.

- d. **INSURANCE:** CARRIER shall have its insurance agent or insurance company furnish a Certificate(s) of Insurance naming Assure Assist Inc. as a "certificate holder," providing thirty (30) days advance written notice of cancellation or termination, and unless otherwise agreed, subject to the following minimum limits: General liability of \$1 million; Motor Vehicle (Auto/Trucker's Liability) (including hired and non-owned vehicles) of \$1 million, (\$5 million if transporting hazardous materials including environmental damages

due to release or discharge of hazardous substances); Primary Motor Carrier Cargo of \$100,000.00; workers' compensation with limits required by law. Except for higher coverage limits which may be specified above, the referenced insurance policies shall comply with the requirements of the U.S. DOT and Federal Motor Carrier Safety Administration.

- e. **ASSIGNMENT OF RIGHTS:** By operation of this Agreement, CARRIER assigns to the applicable Participating BROKER the right to collect CARRIER's freight charges from the party responsible for payment of the rates and charges due CARRIER for shipments transported under this Agreement.
- f. **CARRIER'S INSURANCE AND TAXES:** CARRIER shall retain exclusive responsibility, and liability, for payment of the following items: All applicable federal, state, and local payroll taxes, taxes for unemployment insurance, old age pensions, workers' compensation, social security, with respect to persons engaged by CARRIER in the performance of the transportation services to be provided under this Agreement. CARRIER shall indemnify, defend, and hold BROKER harmless from any claim or liability imposed or asserted against any BROKER for any such obligations for which CARRIER is liable.
- g. **USE OF BROKER'S TRAILER(S) BY CARRIER.** In the event that CARRIER utilizes a trailer, container, chassis or other equipment owned by or leased to a Participating BROKER or such BROKER's customer, or otherwise provided to CARRIER by a Participating BROKER or BROKER's customer (hereinafter the "Trailer(s)"), CARRIER shall be liable for any damage to the Trailer(s), destruction of the Trailer(s), theft from the Trailer(s), theft of any contents of the Trailer(s), and for any claims for bodily injury (including death) or property damage arising from or related to any accident involving the Trailer(s), regardless of whether such damage, injury, destruction, or theft is caused or occurs while any such Trailer is attached to CARRIER's power unit, except to the extent such damage, destruction, or theft is proximately caused by the negligence or willful misconduct of BROKER or BROKER's customer. In the event that applicable state law does not allow waiver of liability to the extent contained in this provision, the Parties expressly agree that BROKER's and Customer's liability will be waived to the fullest extent allowed by applicable state law. In no event will a Trailer be used for any purpose other than performing Services hereunder, and in no event will CARRIER allow any third party or any power unit not operating under CARRIER's for-hire motor carrier authority to operate or pull any such Trailer, unless expressly authorized to do so in writing, which, must specify the freight shipment(s) for which such authorization is given. **CARRIER ACKNOWLEDGES AND AGREES THAT NEITHER BROKER NOR BROKER'S CUSTOMER MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE TRAILER INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR USE.**
- h. **INDEMNIFICATION.** CARRIER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS BROKER, ITS AFFILIATES AND ITS CUSTOMERS (AS INTENDED THIRD PARTY BENEFICIARIES) FROM ANY AND AGAINST ALL LOSSES (as defined below) ARISING OUT OF OR IN CONNECTION WITH THE TRANSPORTATION SERVICES PROVIDED UNDER THIS CONTRACT, INCLUDING THE LOADING, UNLOADING, HANDLING, TRANSPORTATION, POSSESSION, CUSTODY, USE OR MAINTENANCE OF CARGO OR EQUIPMENT OR PERFORMANCE OF THIS CONTRACT (INCLUDING BREACH HEREOF) BY CARRIER OR ANY CARRIER REPRESENTATIVE. CARRIER'S

OBLIGATION TO INDEMNIFY AND DEFEND SHALL NOT BE AFFECTED BY ALLEGED NEGLIGENCE OR WILLFUL MISCONDUCT OF BROKER, ITS AFFILIATES OR CUSTOMERS. IT IS THE INTENT OF THE PARTIES THAT THIS PROVISION BE CONSTRUED TO PROVIDE INDEMNIFICATION TO BROKER, ITS AFFILIATES AND CUSTOMERS TO THE MAXIMUM EXTENT PERMITTED BY LAW. IF THIS PROVISION IS FOUND IN ANY WAY TO BE OVERBROAD, IT IS THE PARTIES INTENT THAT THIS PROVISION BE ENFORCED TO ALLOW INDEMNIFICATION TO THE MAXIMUM EXTENT PERMISSIBLE. "Losses" mean any and all losses, liabilities, obligations, personal injury, bodily injury, property damage, loss or theft of property, damages, penalties, actions, causes of action, claims, suits, demands, costs and expenses of any nature whatsoever, including reasonable attorneys' and paralegals' fees and other costs of defense, investigation and settlement, costs of containment, cleanup and remediation of spills, releases or other environmental contamination and costs of enforcement of indemnity obligations.

i. **HANDLING, LOADING AND SEALING.**

- i. CARRIER will comply with any freight handling instructions provided by BROKER, shipper, consignor or consignee including, but not limited to, requirements related to transportation of temperature controlled shipments. Without limiting the foregoing, CARRIER shall ensure that any shipment requiring controlled temperature transit is maintained within the required temperatures at all times. If CARRIER is transporting cargo of a type that a reasonable person would understand to require controlled temperature transportation, but is not provided with instructions regarding such service, CARRIER shall request such instructions prior to receiving the cargo and, if controlled temperature service is declined, shall use reasonable efforts to obtain such declination in writing
- ii. CARRIER shall be responsible for the safe loading and securement of the freight it receives for transportation under this Agreement. If a shipment is loaded and sealed prior to arrival of CARRIER's personnel, CARRIER shall determine the manner of loading and securing the freight prior to departing the origin facility. CARRIER represents and agrees that each driver it utilizes shall be competent and knowledgeable to manage or oversee the loading, securement, and transportation of the freight it receives under this Agreement.
- iii. When required by BROKER, the shipper or the consignor, CARRIER shall secure shipments with a serialized seal. CARRIER shall ensure that the serialized seal number appears on the bill of lading or other form of manifest or receipt. CARRIER shall be solely responsible for maintaining seal integrity during transportation of the shipment. Except as required by law enforcement personnel, under no circumstances shall CARRIER, or any of its personnel, break any seal without the authorization of BROKER or other authorized representative of the freight owner. CARRIER shall immediately notify BROKER to report a missing or broken seal.
- iv. In the event that law enforcement personnel require that CARRIER break any seal on any shipment, CARRIER shall document the same on the bill of lading or other form of manifest or receipt by noting the law enforcement agency, time, location, and officer name and badge number. Upon completion of inspection by law enforcement personnel, CARRIER's personnel shall immediately re-seal the

shipment with a serialized seal and shall indicate the second seal number on the bill of lading or other form of manifest or receipt. Furthermore, CARRIER shall, as soon as reasonably possible after being required to break a seal by law enforcement personnel, communicate with BROKER and, if not BROKER, the bill of lading parties.

- j. **BROKER'S RECORDS.** CARRIER hereby waives the right to obtain copies of BROKER's records as provided under 49 C.F.R. Part 371. Notwithstanding the foregoing, to the extent that CARRIER obtains records set forth in 49 C.F.R. § 371.3 by any means whatsoever, CARRIER agrees to refrain from utilizing such records in negotiating for the provision of services with any third party, including BROKER's customers. CARRIER further agrees and understands that all such records comprise BROKER's confidential information and trade-secrets.
- k. **WAIVER OF CARRIER'S LIEN.** CARRIER is relying on the general credit of BROKER and hereby waives and releases all liens which CARRIER might otherwise have against the interest of any goods in its possession for the payment of freight and accessorial charges. CARRIER shall not withhold any goods transported under this Agreement on account of any dispute as to rates or any alleged failure of BROKER to pay charges incurred under this Agreement.
- l. **OTHER WAIVER.** CARRIER's Rules Circular (if any) and tariff rates or provisions (if any) shall have no legal force or effect as to the subject matter of this Agreement, and the terms of this Agreement shall supersede any such circulars, tariff rates and provisions. Nothing in this Agreement is intended to waive any regulation or procedure governing CARRIER's compliance with registration, insurance and/or safety fitness required of motor carriers under applicable governmental law

4. **MISCELLANEOUS:**

- a. **INDEPENDENT CONTRACTOR:** It is understood and agreed that the relationship between each Participating BROKER and CARRIER is that of independent contractor. None of the terms of this Agreement, or any act or omission of either Party shall be construed for any purpose to express or imply a joint venture, partnership, principal/agent, fiduciary, employer/employee relationship between any Participating BROKER and CARRIER. CARRIER shall provide the sole supervision and shall have exclusive control over the operations of its employees, contractors, subcontractors, agents, as well as all vehicles and equipment used to perform its transportation services hereunder. BROKER has no right to discipline or direct the performance of any driver and/or employees, contractors, subcontractors, or agents of CARRIER.
- b. **NON-EXCLUSIVE AGREEMENT:** CARRIER and each Participating BROKER acknowledge and agree that this Agreement does not obligate one another to an exclusive relationship. Any party may enter into similar agreements with other carriers, brokers, or freight forwarders.
- c. **WAIVER OF PROVISIONS:**
 - i. Failure of CARRIER of any Participating BROKER to enforce a breach or waiver of any provision or term of this Agreement shall not be deemed to constitute a

waiver of any subsequent failure or breach, and shall not affect or limit the right of such Party to thereafter enforce such a term or provision.

- ii. This Agreement is for specified services pursuant to 49 U.S.C. §14101(b). To the extent that terms and conditions herein are inconsistent with Part (b), Subtitle IV, of Title 49 U.S.C. (ICC Termination Act of 1995 or the "Act"), the Parties expressly waive any or all rights and remedies they may have under the Act.
- d. **DISPUTES:** In the event of a dispute arising out of this Agreement, including but not limited to Federal or State statutory claims, the Parties hereby irrevocably submit to the jurisdiction of the federal and state courts located within or serving Allegheny County, in the Commonwealth of Pennsylvania, over any action or proceeding arising out of or relating to this Agreement and agree that all claims in respect of such action or proceeding may be heard and determined in any such court. Unless preempted or controlled by federal transportation law and regulations, the laws of the Commonwealth of Pennsylvania shall be controlling notwithstanding applicable conflicts of laws rules.
- e. **NO BACK SOLICITATION:**
 - i. Unless otherwise agreed in writing, CARRIER shall not solicit freight shipments (or accept shipments) for a period of twelve (12) month(s) following termination of this Agreement for any reason, from any shipper, consignor, consignee, or other customer of any Participating BROKER, when such shipments of shipper customers were first tendered to CARRIER by such Participating BROKER.
 - ii. In the event of breach of this provision, BROKER shall be entitled, for a period of one (1) year following delivery of the last shipment transported by CARRIER under this Agreement, to fifteen percent (15%) of the gross transportation revenue (as evidenced by freight bills) invoiced by CARRIER for the transportation of said freight as liquidated damages. In the event of violation of this paragraph 4(e), the Parties agree that any remedy at law, including monetary damages, may be inadequate, and that the Parties shall be entitled, in addition to any other remedy they may have, to an injunction restraining the violating Party from further violation of this Agreement in which case the prevailing Party shall be liable for all costs and expenses incurred, including but not limited to reasonable attorney's fees.
- f. **CONFIDENTIALITY:**
 - i. In addition to Confidential Information protected by law, CARRIER and each Participating BROKER agree that their respective financial information, and that of their customers, including but not limited to freight and brokerage rates, amounts received for brokerage services, amounts of freight charges collected, freight volume requirements, as well as personal customer information, customer shipping or other logistics requirements shared or learned between the Parties and their customers, shall be treated as confidential, and shall not be disclosed or used for any reason without prior written consent.
 - ii. In the event of violation of this Confidentiality paragraph, the Parties agree that any remedy at law, including monetary damages, may be inadequate, and that the Parties shall be entitled, in addition to any other remedy they may have, to an injunction restraining the violating Party from further violation of this

Agreement in which case the prevailing Party shall be liable for all costs and expenses incurred, including but not limited to reasonable attorney's fees.

- g. **MODIFICATION/BENEFIT OF AGREEMENT:** This Agreement may not be amended or modified except by mutual written agreement, or the procedures set forth above (Pars 2.b and 2.c). This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto.
- h. **NOTICES:**
 - i. All notices provided or required by this Agreement, shall be made in writing and delivered, return receipt requested, to the addresses shown herein with postage prepaid; or by confirmed (electronically acknowledged on paper) fax, or by email with electronic receipt.
 - ii. The Parties shall promptly notify each other of any claim that is asserted against either of them by anyone arising out of the Parties performance of this Agreement.
 - iii. Notices sent as required hereunder, to the addresses shown in this Agreement shall be deemed sent to the correct address, unless the Parties are notified in writing of any changes in address.
- i. **CONTRACT TERM AND TERMINATION:** The term of this Agreement shall be one year from the date hereof. Thereafter, it shall automatically renew for successive one (1) year periods, unless terminated upon thirty (30) days prior written notice, with or without cause, by either a Participating BROKER or CARRIER at any time. In the event of termination of this Agreement for any reason, the Participating BROKERS, as applicable, and CARRIER shall be obligated to complete performance of any work in progress in accordance with the terms of this Agreement.
 - i. A Participating BROKER may terminate this Agreement immediately in any of the following events:
 - a. CARRIER loses its operating authority or otherwise becomes disqualified to perform its obligations under this Agreement;
 - b. CARRIER breaches any covenant, obligation, condition, or requirement imposed upon it by this Agreement, and such breach continues for a period of ten (10) days after written notice thereof from BROKER to CARRIER;
 - c. CARRIER becomes insolvent or becomes unable to pay its debts in a timely manner;
 - d. CARRIER fails to comply with the performance metrics or selection criteria, if any, imposed upon it at any time by a Participating BROKER;
 - e. CARRIER fails to procure and maintain any of the insurance coverages required by this Agreement; or
 - f. CARRIER utilizes the services of any brokers or subcontracts transportation of freight tendered by any BROKER hereunder to any third party motor carrier or other transportation provider or utilizes a third party logistics provider to perform its obligations under this Agreement without prior written consent of the Participating BROKER.

- ii. CARRIER may terminate this Agreement immediately if a Participating BROKER breaches any covenant, obligation, condition, or requirement imposed upon it by this Agreement and such breach continues for a period of thirty (30) days after written notice thereof from CARRIER.
- j. **SEVERANCE; SURVIVAL:** In the event any of the terms of this Agreement are determined to be invalid or unenforceable, no other terms shall be affected and the unaffected terms shall remain valid and enforceable as written. The representations, rights and obligations of the parties hereunder shall survive termination of this Agreement for any reason.
- k. **COUNTERPARTS; EXECUTION:** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be a duplicate original hereof. Further, CARRIER expressly approves the execution of this Agreement for the benefit of each of the Participating BROKER entities named, and which signatures are attached hereto. Notwithstanding the forgoing, each shipment tendered to CARRIER under this Agreement shall be deemed to be, and shall in fact be, tendered by the individual Participating BROKER identified in the Load Confirmation Sheet sent to CARRIER or otherwise identified to CARRIER. Upon acceptance by CARRIER, the BROKER named in the Load Confirmation Sheet shall be the sole Participating BROKER making the shipment tender to CARRIER, to the exclusion of the other listed entities.
- l. **FAX CONSENT:** The Parties to this Agreement are authorized to fax to each other at the numbers shown herein, (or otherwise modified in writing from time to time) shipment availabilities, equipment and rate promotions, or any advertisements of new services. The Parties also consent to the use of email (using designated email addresses) to exchange or communicate information that is permitted to be sent and received by fax.
- m. **FORCE MAJEURE:** In the event that either Party is prevented from performing any obligation under this Agreement without its fault or negligence, due to war, riots, rebellion, acts of God, acts of lawful authorities, fire, strikes, lockouts or other labor disputes, such failures to perform (except for any payments due hereunder) shall be excused for the duration of such condition. Periods of economic hardship(s), including, but not limited to, recession and depression, shall not constitute Force Majeure events.
- n. **ENTIRE AGREEMENT:** Unless otherwise agreed in writing, this Agreement, and all referenced items incorporated herein according to its terms, contains the entire understanding of the Parties and supersedes all verbal or written prior agreements, arrangements, and understandings of the Parties relating to the subject matter stated herein. The Parties further intend that this Agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence may be introduced to reform this Agreement in any judicial or arbitration proceeding involving this Agreement

IN WITNESS WHEREOF, the Parties agree to be bound by the electronically exchanged signatures of their duly authorized representatives contained in the Signed Agreement Affidavit, and by doing so, represent and warrant that they accept and agree to the terms contained in this BROKER-CARRIER AGREEMENT and have been or are specifically authorized to execute the BROKER-CARRIER AGREEMENT on behalf of the organization they represent.