



COMPANY PROFILE

R&R Express Logistics, Inc.

100 Commerce Drive

Pittsburgh, PA 15205

P: 800-223-8973

F: 877-479-9421

For New Carrier Set Up Please Email or Fax Requests to:

E: carrier@shiprrexp.com

F: 877-479-9421

www.shiprrexp.com

Federal ID#: 27-0581469

MC#: MC 686931

D&B: 11-061-1063

SCAC: RREJ

CORPORATE OFFICERS

President	Richard Francis	rich@balrrexp.com	800-223-8973
Vice President	Ray Francis	ray@balrrexp.com	800-223-8973

SUBMIT LOAD PAPERWORK:

R&R Express, Inc.
100 Commerce Drive
Pittsburgh, PA 15275
800-223-8973

REMIT PAYMENT TO:

R&R Express, Inc.
P.O. Box 72124
Cleveland, OH 44192
800-223-8973

CREDIT REFERENCES

Almanza Trucking, LLC
P.O. Box 90695
Phoenix, AZ 85066
602-276-1424 Phone
602-276-2751 Fax

Landstar Ranger, Inc.
13410 Sutton Park Drive South
Jacksonville, FL 32224
904-398-9400 Phone

MMJ Transportation Inc.
6703 Park Lane
Suite 3
Westmont, IL 60559
773-377-8721 Phone
773-437-8017 Fax



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

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

SERVICE DATE

September 04, 2009

LICENSE

MC-686931-B

R & R EXPRESS LOGISTICS INC
PITTSBURG, PA

This License is evidence of the applicant's authority to engage in operations, in interstate or foreign commerce, as a **broker, arranging for transportation of freight (except household goods)** by motor vehicle.

This authority will be effective as long as the broker maintains 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 applicant 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 blue ink that reads "Kathy A. Weiner".

Kathy Weiner, Chief
Information Systems Division

BPO



May 05, 2022

RICHARD S FRANCIS
R & R EXPRESS LOGISTICS INC
100 COMMERCE DR
PITTSBURGH, PA 15275

CERTIFICATE OF STANDARD CARRIER ALPHA CODE (SCAC) RENEWAL

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

R & R EXPRESS LOGISTICS INC
100 COMMERCE DR
PITTSBURGH, PA 15275
MC-686931
US DOT-2244935

This Alpha Code will apply only to the company name shown above through June 30, 2023. 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 inconnection with freight rates. For participation and membership information, please call (703) 838-1810.

Request for Taxpayer Identification Number and Certification

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

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

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. R&R Express Logistics, Inc	
	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. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> 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. <input type="checkbox"/> Other (see instructions) ► _____	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) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions. 100 Commerce Dr 6 City, state, and ZIP code Pittsburgh, PA 15275	7 List account number(s) here (optional)
Requester's name and address (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									
2	7		-	0	5	8	1	4	6
									9

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 ► <i>Victoria Flinn</i>	Date ► 1/5/2021
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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)

6/21/2022

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 have **ADDITIONAL INSURED** provisions or 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 McGriff Insurance Services 5211 S. Fletcher Ave, Suite 100 Amelia Island FL 32034		CONTACT NAME: PHONE (A/C, No. Ext): 904-261-9828 E-MAIL ADDRESS: Cynthia.Turner@McGriff.com FAX (A/C, No):	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: OBI National Insurance Company	
		INSURER B: CHAUCER INS CO	
		INSURER C: Travelers Property Casualty Co of Amer	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 337142295 **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
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 10,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		38622222AA	7/1/2022	7/1/2023	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Ded \$25,000 <input checked="" type="checkbox"/> Cont. Auto		38622222AA	3/23/2022	3/23/2023	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Contingent Auto Liab. \$ 1,000,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	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 <input type="checkbox"/> N / A	4060365280012	1/1/2022	1/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Contingent Cargo - Includes MTC Reefer Breakdown		5T434511	7/1/2022	7/1/2023	Max Lmt Per Occ Ded / OCC 250,000 10,000

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

CERTIFICATE HOLDER

CANCELLATION

R & R Express Logistics, Inc.
 100 Commerce Drive
 Pittsburgh PA 15275

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

Maria D Baird

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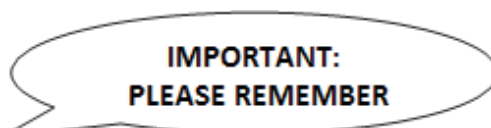


100 Commerce Drive
Pittsburgh, PA 15275
P: 800-223-8973

ATTENTION CARRIER!

Please complete this form and along with the following documents send to email: carrier@shiprrexp.com or to fax: 877-479-9421:

- ☐ Insurance certificate showing R&R Express Logistics, Inc. as the certificate holder:
 - \$1,000,000 Auto Liability required
 - \$100,000 Cargo Liability required
- ☐ Copy of the carrier's contract or common carrier authority (Company's name must match name on insurance certificate)
- ☐ Completed W-9 Form
- ☐ Signed R&R Express Logistics, Inc. – Broker/Carrier Agreement

COMPANY INFORMATION					
Carrier Name:				Agent Name or Terminal Number	
Fed ID #:		MC #:		DOT #:	
Physical Address			Remit to Address		
Address:			Address:		
City:			City:		
State:		Zip:		State:	Zip:
Contact:			Email:		
Phone:					
Fax:					
After Hours #:					

EQUIPMENT			
Number	Type	Number	Type
	Van		Lowboy/RGN
	Flat		Double Drop
	Flat (w/Side Kits)		Other (Please specify below)
	Reefer		
	Curtainside Van		
	Hot Shots		
	Step Deck		
Number of Drivers			
Number of Power Units			
Number of Trailers			

Receive our Available Loads!!

Email: _____

Email: _____

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.	
	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. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> 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. <input type="checkbox"/> Other (see instructions) ► _____	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) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	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									
				-					

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 ►	Date ►
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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

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- 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.

BROKER-CARRIER AGREEMENT

This AGREEMENT is made and entered into on this _____ day of _____, 20____, by and between _____, U.S. DOT No: _____ (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.

Recitals:

1. BROKER is a licensed transportation broker, as defined under 49 U.S.C. § 13102(2) and 49 C.F.R. § 371.2(a), that arranges the transportation of freight (which may also be referred to as cargo, commodities, or property) under its contractual arrangements with various shippers, receivers, consignors, and consignees (each a "Customer");
2. BROKER has distinct transportation needs and desires to engage the services of CARRIER within the limits of its operating authority for transportation of Customers' freight ("Shipments") pursuant to the terms and provisions of this Agreement.
3. CARRIER is authorized to operate in inter-provincial, interstate, and/or intrastate commerce and is qualified, competent, and available to provide for the motor carrier transportation and all related and incidental services required by BROKER (the "Transportation Services").
4. The Parties acknowledge and agree that the terms and conditions of this Agreement shall govern CARRIER's performance of all Transportation Services for freight tendered to CARRIER by each Participating BROKER.

Agreement:

1. CARRIER REPRESENTS AND WARRANTS THAT:

- a. CARRIER is a duly Registered Motor Carrier of property authorized to provide Transportation Services under contracts with shippers, receivers, and brokers of general commodities in interstate and intrastate commerce;
- b. CARRIER shall pickup, receive, transport, and deliver all Shipments tendered to CARRIER by BROKER under its exclusive care, custody, and control, under its own registered and lawful operating

Carrier Initials & Date: _____/____/_____

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, without the prior written consent of an officer of BROKER. If CARRIER breaches this provision, in addition to any and all other remedies available to BROKER in law or equity, BROKER shall have the right to pay the monies owed to CARRIER to the delivering carrier(s) directly, in lieu of payment to CARRIER, whether in an amount equal to, less than, or greater than the amount agreed to by and between BROKER and CARRIER. In the event BROKER's payment to the delivering carrier results in BROKER's payment of sums greater than the amount agreed to by and between BROKER and CARRIER for such Shipment, CARRIER shall be liable to BROKER for such additional amounts. Upon BROKER's payment to the delivering carrier, BROKER shall be released from any and all payment obligations to CARRIER on such applicable Shipment(s). Further, CARRIER shall not be released from any liability to BROKER under this Agreement or otherwise, including any claims under MAP-21 (49 U.S.C. § 13901 et seq. and 49 U.S.C. § 14916 et seq.). In addition to CARRIER's indemnification obligations set forth in Sections 3(c) and 3(h), CARRIER will be liable for consequential damages for violation of this provision;

c. CARRIER agrees that the insertion of BROKER's name as "carrier" on a bill of lading shall be for a Customer's 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 provision of the Transportation 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. 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, including without limitation the Food Safety Modernization Act (21 U.S.C. § 2201, et seq.), the Food, Drug and Cosmetic Act (21 U.S.C. § 341, et seq.) ("FD&C Act"), the Sanitary Food Transportation Act of 2005 (49 USC 5701 et seq.), and the FDA's Final Rule pertaining to Sanitary Transportation of Human and Animal Food (21 C.F.R. § 1.900 et seq.), (collectively, the "Food Safety Laws"), qualification and licensing and training of drivers; implementation and maintenance of Equipment in compliance with safety regulations; maintenance and control of the means and method of transportation including, but not limited to, performance of its drivers; all applicable insurance laws and regulations including, but not limited to, workers' compensation (CARRIER agrees to provide proof of compliance with this Section 1(d) upon BROKER's request);

e. BROKER is not responsible for and shall in no way be liable to CARRIER for CARRIER's, any Customer's, or any shipper's, consignee's, receiver's or loader's obligations, or their failure to adhere to their respective obligations, under the applicable laws and regulations governing the safe and sanitary transport of food for human consumption, including the Food Safety Laws referenced herein;

f. On behalf of the Customer's and BROKER's interests, to the extent that any Shipments subject to this Agreement are transported within the State of California on refrigerated Equipment, CARRIER warrants that it shall only utilize Equipment which is in full compliance with the California Air Resources Board (CARB) Transportation Refrigeration Unit (TRU) Airborne Toxic Control Measure (ATCM) in-use regulations. CARRIER shall be liable to BROKER and/or Customer for any penalties, or any other liability, imposed on, or assumed by BROKER and/or Customer, as applicable, due to penalties imposed on BROKER

and/or its Customer because of CARRIER's use of non-compliant Equipment. Specifically, **CARRIER CERTIFIES, REPRESENTS AND WARRANTS THAT IT HAS REPORTED ITS COMPLIANCE WITH THE TRUCK AND BUS REGULATION OF THE CARB AND/OR IS, TOGETHER WITH ITS OWNER(S), AWARE OF THE TRUCK AND BUS REGULATION OF THE CARB AND IS IN COMPLIANCE WITH SUCH REGULATIONS BY USING THE ENGINE MODEL YEAR SCHEDULE.** In the event perishable goods are transported hereunder to, from, or through California, **CARRIER CERTIFIES, REPRESENTS AND WARRANTS THAT ANY TRU EQUIPMENT FURNISHED WILL BE IN COMPLIANCE WITH THE IN-USE REQUIREMENTS OF CALIFORNIA'S TRU REGULATIONS.** CARRIER shall refer to the Load Confirmation Sheet for the necessary BROKER information to be furnished under California's TRU regulations;

g. CARRIER is solely responsible for the management, governance, discipline, direction and control of its employees, any independent contractors, owners and operators (including commercial motor vehicle drivers), and Equipment with respect to all applicable federal and state legal and regulatory requirements and to ensure the safe operation of CARRIER'S vehicles, drivers, facilities, and all other regulated and unregulated activities as an authorized and 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;

h. CARRIER will notify BROKER immediately if (any of) its license(s) or registration(s) is/are 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;

i. 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 Transportation Services hereunder, CARRIER shall immediately notify BROKER and shall not accept or transport any Shipments, loads, or goods tendered to CARRIER by BROKER and shall, at CARRIER's sole cost and expense cooperate with BROKER to transfer any and all Customer cargo to an authorized and registered motor carrier selected by BROKER;

j. 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 the Customer or third parties responsible for payment, and CARRIER acknowledges and agrees BROKER is the sole Party responsible for payment of CARRIER's invoices and that, under no circumstance will CARRIER seek payment from the Customer or any party other than the specific Participating BROKER from which the Shipment was tendered. Therefore, CARRIER agrees to waive any right to and refrain from undertaking any collection efforts against the Customer or third party; and

k. CARRIER acknowledges that this Agreement shall apply to all 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 a Participating BROKER tenders to CARRIER, such BROKER shall provide

Carrier Initials & Date: _____/____/_____

CARRIER with the (i) place of origin and destination of the Shipment(s); (i) if applicable, any special shipping and handling instructions; and (ii) if requested by BROKER's Customer, any specified Equipment requirements, of which BROKER has been timely notified.

b. Each Participating BROKER shall render commercial invoices, and provide billing services, for all Shipments transported by CARRIER under this Agreement, representing Transportation Services, and deliver the same to the Customer or other party responsible for payment. CARRIER shall invoice the names Participating BROKER, which tendered the freight Shipment to CARRIER, for CARRIER's Transportation Services performed hereunder, in accordance with the conditions, rates, and charges set forth herein and as shown on separate Load Confirmation Sheet(s) to be signed and/or otherwise agreed to by CARRIER and BROKER before each Shipment is commenced under this Agreement. The terms and conditions of such applicable Load Confirmation Sheet(s) are incorporated herein and made a part hereof by reference. On a Shipment-by-Shipment basis, the Participating BROKER identified in each Load Confirmation Sheet shall be the sole Participating BROKER responsible for payment of CARRIER's properly invoiced charges for Transportation Services.

c. **RATES:** CARRIER represents and warrants that there are no other applicable rates or charges except those established in this Agreement and in any Load Confirmation Sheet provided by BROKER. 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. The Parties further agree that this Agreement, which incorporates the terms and conditions of the applicable Load Confirmation Sheet(s), supersedes all other agreements and all tariffs, circulars, pricing authorities and rates, classifications and schedules and/or similar documents that the CARRIER publishes, files or otherwise maintains and such documents shall not apply to the Transportation Services provided by CARRIER hereunder. In addition, any attempt by CARRIER to limit its liability or impose accessorial charges by tariff or other provision of any other document shall be null and void. Additional rates, other than those detailed in the applicable Load Confirmation Sheet(s), 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, Customer requirements, BROKER's requirements, and/or specific shipping schedules as mutually agreed upon, and shall be confirmed in writing (or by fax or email) signed by both Parties. Any such additional, modified, or amended rates, changes in rates shall automatically be incorporated herein by this reference.

d. **PAYMENT:** Unless otherwise agreed to by the Parties, BROKER agrees to pay CARRIER the agreed rates and charges for completed Transportation Services within thirty (30) days of receipt of CARRIER's invoice, which must be accompanied by a signed bill of lading, clear delivery receipt or proof of delivery, and any other receipt or documentation BROKER requires or deems necessary to secure payment from its Customer and ascertain that the Transportation Service(s) has been provided at the agreed upon charge (collectively, the "Billing Paperwork"), provided CARRIER is not in default under the terms of this Agreement. CARRIER agrees that no penalties or interest or will be assessed to BROKER or Customer for past due amounts. In the event a dispute arises between CARRIER and BROKER related to payment or the accuracy of any rate or other charge, BROKER shall be entitled to withhold such funds in controversy pending a resolution of the dispute. The time limit for filing overcharge and undercharge claims shall be 180 days from the date of the original freight invoice. All overcharge and undercharge claims and duplicate payments shall be handled and processed by the Parties in accordance with 49 C.F.R. Part 378. Any civil action to recover freight charges, overcharges, duplicate charges, or undercharges related to Transportation Services provided by CARRIER hereunder must be commenced within eighteen (18) months

from the date of Shipment. CARRIER further agrees that each BROKER has the discretionary right to offset, withhold, and/or deduct from any payments owed by it or any other Participating BROKER to CARRIER hereunder for liability incurred by CARRIER, including those pursuant to Sections 1 and/or 3 of this Agreement, and to tender payments directly to third-party carriers pursuant to Section 1(b) of this Agreement where CARRIER "double brokers" or sub-contracts a load without BROKER's written authorization. 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.

g. 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 Section 1 of this Agreement, CARRIER shall provide the necessary equipment (the "Equipment") and qualified personnel for the performance and completion of the Transportation Services required by BROKER and/or its 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. CARRIER will furnish Equipment for transporting cargo or property which is sanitary, and free of any contamination, suitable for the commodity being transported and which will not cause in whole or in part adulteration of the commodity as defined under applicable Food Safety Laws. CARRIER agrees that all Shipments will be transported and delivered within agreed upon time and date or otherwise agreed in writing.

b. **BILL OF LADING:** Each Shipment received by CARRIER will be evidenced by a bill of lading or receipt in a form agreed to by the Parties, signed by CARRIER showing the quantity and description of commodities, together with any pertinent shipping instructions. Such bill of lading or receipt will be evidence of receipt of such commodities by CARRIER in apparent good order and condition unless otherwise noted by CARRIER on the face of such receipt at the time of receipt. However, the absence or loss of any such bill of lading or receipt will not relieve CARRIER of its obligations and responsibilities with respect to any Transportation Services provided hereunder. CARRIER shall become responsible, and therefore liable, for the cargo, freight, or property when it takes/receives possession thereof, 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, which incorporates the terms and conditions of the applicable Load Confirmation Sheet. 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, relieve, or nullify CARRIER's obligations, liabilities, or responsibilities with respect to any Transportation Services to be provided hereunder. CARRIER shall notify BROKER immediately of any exception made on the bill of lading or delivery receipt.

Carrier Initials & Date: _____/____/_____

c. **LOSS & DAMAGE CLAIMS:**

- i. Except as detailed herein, CARRIER shall process each freight loss, damage and delay 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. The Parties hereby agree that such minimum filing requirements of 49 C.F.R. Part 370 may be satisfied using electronic communications; and
- iii. CARRIER shall cooperate with BROKER in the investigation of any claim for cargo loss, damage, delay, or destruction; and
- iv. 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. CARRIER's liability for exempt commodities and the processing of such cargo loss, damage, or delay claims shall be determined by DRC Trading Practices, or Blue Book Transportation Guidelines, or NAPTWG Best Practices at the sole and absolute discretion of BROKER;" and
- v. 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
- vi. 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
- vii. 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; and
- viii. BROKER is hereby authorized to withhold any and all sums due CARRIER to sufficiently cover a potential claim or other charge imposed herein or by its Customer. Such other charges, include, but are not limited to, any and all additional transportation costs incurred by BROKER if CARRIER fails to deliver any Customer's freight in accordance with the terms agreed to by the Parties. CARRIER shall pay to BROKER within the time period provided in this Section 3(c), and/or BROKER shall be entitled to deduct from the amount BROKER owes CARRIER, BROKER's and/or its Customer's full actual loss for the kind and quantity of commodities so lost, delayed, damaged, or destroyed; and
- ix. 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
- x. 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; and
- xi. CARRIER agrees that food that has been transported or offered for transport under conditions that are not in compliance with the Customer's or BROKER'S instructions, as provided

to CARRIER by Customer or BROKER, will be considered "adulterated" within the meaning of the Food Safety Laws, and their implementing regulations. Food considered to be "adulterated" in accordance with the preceding provision shall be considered having incurred direct damage hereunder and shall subject to the provisions regarding CARRIER's liability for cargo loss, damage, delay, and destruction contained herein. CARRIER understands and agrees that adulterated Shipments may be refused by the consignee or receiver, at destination without diminishing or affecting CARRIER'S liability in the event of a cargo claim for loss, damage, delay, or destruction to such freight; and

xii. If BROKER or Customer instructions require a cargo seal, then any seal irregularities or the absence of a seal shall be sufficient to deem the Shipment a total loss. CARRIER agrees that when transporting food for human consumption, late delivery, i.e. delivery after the deadline indicated on the transportation documents, alone shall be sufficient to reject a Shipment and consider the Shipment a total loss; and

xiii. In the event of a cargo, freight, or property loss, damage or delay claim as provided in this Section 3(c), CARRIER shall have no right of salvage or disposal and shall not under any circumstance allow a Customer's goods to be sold or made available for sale or otherwise disposed of in any salvage or secondary market without BROKER and BROKER's Customer's written authorization. Failure of Customer to seek salvage, in its sole discretion, shall not minimize CARRIER's liability in accordance with Sections 3(c) and 3(h), or allow the CARRIER or its insurer to reduce its liability for the full value of the loss sustained by BROKER or its Customer. Neither CARRIER nor its insurer shall be entitled to receive the benefit of any shipper's, receiver's, or Customer's insurance; and

xiv. CARRIER acknowledges and agrees that CARRIER is deemed to have sole and exclusive care, custody, and control of the Customer's property, and that the provisions of this Section 3(c) shall apply to CARRIER regardless of whether another carrier ultimately handles the freight, as a result of CARRIER's breach of Section 1(b), and causes any 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., 543 Country Club Dr. Unit B338, Simi Valley, CA 93065 as a "certificate holder," providing thirty (30) days advance written notice of cancellation or termination, and unless otherwise agreed. Certificates of Insurance are to be sent directly by the insurance company or insurance agent to COI@assureassist.com or to fax number (818) 401-0585 or by any means instructed by BROKER or Assure Assist providing thirty (30) days advance written notice of cancellation or termination, and unless otherwise agreed. All insurance must be procured from insurance carriers with a rating of at least A-VI in the most recent edition of the A.M. Best Key Rating Guide (Property/Casualty) or its equivalent. CARRIER shall procure and maintain, at its sole cost and expense, the following insurance coverage, subject to the following minimum limits:

i. Commercial General Liability insurance with a combined single limit of not less than \$1,000,000 (U.S. Dollars) per occurrence and without aggregate limits (or \$5 million if required by the DOT under 49 C.F.R. Part 387 for the transportation of certain hazardous substances). Upon request, such insurance shall include a waiver of subrogation in favor of BROKER. Such insurance policy shall name BROKER as additional insured.

ii. Commercial Automobile Liability insurance with a combined single limit of not less than \$1,000,000 (U.S. Dollars) per occurrence and without aggregate limits. Upon request, such insurance shall include a waiver of subrogation in favor of BROKER. Such insurance policy shall

name CARRIER as insured with respect to any and all liabilities for personal injury (including death) and property damage arising out of ownership, maintenance, use or operation, including loading and unloading, of Equipment operated by CARRIER under this Agreement.

iii. All Risk Broad Form Motor Truck Cargo Legal Liability insurance in an amount not less than \$100,000.00 (U.S. Dollars) per occurrence. Such insurance policy shall name CARRIER as insured and provide coverage for any loss, damage or delay related to any cargo coming into the possession of CARRIER under this Agreement. The coverage provided under this policy shall have no exclusions or restrictions of any type that would foreseeably preclude coverage relating to cargo claims and without exclusion for unattended vehicles. In the event CARRIER transports temperature-sensitive Shipment(s), CARRIER shall also maintain refrigeration breakdown insurance coverage with the same limits as specified herein. CARRIER further attests that such refrigeration units are maintained under a maintenance service agreement as may be required to obtain coverage for refrigeration breakdown losses under its policy.

iv. Such workers' compensation insurance coverage as the CARRIER is required to carry under applicable law in an amount not less than \$500,000. Upon request, such insurance shall include a waiver of subrogation in favor of BROKER.

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. CARRIER shall furnish to Assure Assist and/or, upon request, BROKER written certificates obtained from its insurance providers (i) showing that all insurance coverage required under this Section have been procured and are being properly maintained, (ii) specifying applicable expiration dates, (iii) specifying that written notice of cancellation or modification of the policies shall be given to Assure Assist and/or BROKER at least thirty (30) days prior to such cancellation or modification, and (iv) listing Assure Assist as the certificate holder in accordance with the above. All policies will act as and respond to any loss covered on a primary basis and without contribution from BROKER. Upon request, CARRIER shall provide BROKER with copies of the applicable insurance policies. Additionally, if CARRIER maintains that it is exempt from workers' compensation insurance requirements, then upon request by BROKER, CARRIER shall provide BROKER with evidence confirming such exemption. Additionally, BROKER may elect, at its sole discretion, to specifically require, by written notice to CARRIER, that CARRIER cause BROKER, its affiliates, and/or its Customer to be listed as an additional insured or loss payee under one or more of the insurance policies required under this Section. Notwithstanding any insurance requirement contained in this Section, CARRIER acknowledges (i) that such minimum insurance amounts may not be adequate to fully insure CARRIER against any potential Claim, (ii) the insurance required under this Section in no way limits CARRIER's liability under the provisions of this Agreement, (iii) that CARRIER is solely responsible for carrying the required insurance, and (iv) that BROKER is in no way responsible for any failure on the part of CARRIER to carry any particular level of insurance coverage, even if such coverage is required under this Section. Furthermore, regardless of BROKER's actual or constructive knowledge thereof, CARRIER shall immediately notify BROKER upon CARRIER obtaining actual or constructive knowledge that CARRIER's insurance carrier is rated lower than A-VI in the most recent edition of the A.M. Best Key Rating Guide (Property/Casualty) or its equivalent.

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 Transportation 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 by BROKER, 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. 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, consignee, or Customer 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 consistently maintained throughout transit within the required temperatures at all times. For avoidance of doubt, as the temperature is to be continuously maintained, at no time should any trailer refrigeration unit be set to cycle mode. If CARRIER is transporting cargo, freight, or property 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. If no temperature is stated on the bill of lading or conflicting temperatures are given in a single or multiple documents, CARRIER shall obtain written confirmation of the correct temperature from the shipper and immediately notify and advise BROKER in writing of such temperature for verification.

ii. CARRIER is responsible for the case, pallet and/or product count (as applicable) as evidenced on the Load Confirmation Sheet and each applicable bill of lading. CARRIER shall call BROKER and make appropriate notations prior to signing the bill of lading or leaving the shipping facility in the event CARRIER is not allowed on the shipping dock to witness loading and is unable to secure the product, verify case, pallet and/or product count, or determine specific product/commodity type(s). By signing the bill of lading and/or failing to notate any shortage or damage on the bill of lading (with shipper's written confirmation), CARRIER attests that it received all products listed on the bill of lading in good condition and that the product is properly secured. Upon delivery or attempted delivery, CARRIER shall immediately communicate any and all product overage or other undelivered or rejected product to BROKER and must await BROKER's instructions regarding the disposition of such product. Regardless of whether this or any subsequent Load Confirmation Sheet includes any charge item or amount related to the disposition of such product, CARRIER, at its sole cost and expense, shall be responsible for the return, redelivery, destruction, disposal, or donation of such product in accordance with BROKER's or the Customer's instructions. Further, CARRIER, at its sole cost and expense, shall be liable for those additional or replacement transport costs incurred by BROKER or its Customer as a result CARRIER's failure to pickup, transport, and delivery any full or partial bill of lading listed therein.

iii. CARRIER shall be responsible for the safe loading and securement of the cargo, freight, or property 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.

iv. When required by BROKER, a Customer, 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.

v. 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.

vi. Immediately upon request or as promptly as practicable thereafter, CARRIER will provide BROKER and/or the Customer: (i) evidence of the operating temperature of Shipments subject to the Food Safety Laws maintained during the Transportation Services in the manner acceptable to BROKER and/or Customer; (ii) documented written processes for maintaining food safety, including maintenance of temperature control, and cleaning, sanitizing, and inspecting Equipment; (iii) Evidence of transportation traceability, including information regarding: (a) previous cargo hauled in bulk or in the Equipment; and (b) Maintenance and intervening cleaning procedures for docks and Equipment; (iv) appropriate training processes for each person under CARRIER's supervision or control involved in providing Transportation Services; and (v) evidence that Shipments subject to Food Safety Laws have not been adulterated and have been transported under sanitary conditions to protect the Shipments against temperature abuse or excessive fluctuations and any physical, chemical, or microbial contamination.

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 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, all matters arising under or relating to this Agreement will be governed by the laws of the Commonwealth of Pennsylvania, notwithstanding conflicts of law rules. The Parties will bring any legal action or proceeding arising out of or relating to this Agreement in federal courts in the Western District of Pennsylvania or in the state courts in Allegheny County, Pennsylvania. CARRIER consents to the exclusive jurisdiction of such courts for the purpose of all legal actions and proceedings arising out of or relating to this Agreement. Each Party waives, to the fullest extent permitted by law, any objection that it may now or later have to the laying of venue as provided herein and any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum. EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR OTHER LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT. THIS WAIVER APPLIES TO ANY ACTION OR LEGAL PROCEEDING, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE.

e. **NO BACK SOLICITATION:** CARRIER and BROKER agree that BROKER, at great expense and effort, has developed a broad Customer base of shippers, receivers and vendors that is essential to the successful operations of the BROKER. CARRIER and BROKER agree that disclosure of the identity of one or more of BROKER'S said Customers to CARRIER constitutes valuable consideration. During the term of this AGREEMENT and for a period of one (1) year from its termination, CARRIER, and/or any of its related entities (CARRIER and such related entities collectively referred to as "CARRIER Entities"), shall not, directly or indirectly, solicit or do business of transportation or warehousing nature with any of BROKER'S Customers who are serviced by CARRIER under this AGREEMENT unless otherwise agreed to by BROKER in writing. Solicitation prohibited under this AGREEMENT means participation in any conduct, whether direct or indirect, the purpose of which involves transportation, arrangement, and/or handling of property by CARRIER Entities for which CARRIER does, or did in the past, provide such services for that Customer under arrangements first made or procured by BROKER. Solicitation includes conduct initiated or induced by CARRIER Entities or accepted by CARRIER Entities, upon inducement by BROKER'S Customer. If CARRIER should perform Transportation Services, freight arrangement or handling, or warehousing services for compensation for any BROKER Customer without prior documented authorization from BROKER during the applicable time period in violation of this AGREEMENT, CARRIER shall pay to BROKER within ten (10) days of each such violation an amount equal to twenty-five percent (25%) of all revenues invoiced by CARRIER Entities to the solicited Customer, together with any and all costs of collection, including reasonable attorney fees, incurred by BROKER in enforcing this provision, as liquidated damages. CARRIER has ten (10) days after transporting the "first load" for one of BROKER's Customers in which to challenge, in writing, why the Customer should not be considered BROKER's Customer. In the event of any challenge, BROKER shall make a reasonable determination in writing as to whether the Customer is that of BROKER or CARRIER. Upon two (2) days' prior written notice, CARRIER shall provide to BROKER, and/or BROKER shall have the right to access electronically and at CARRIER's place of business, any and all CARRIER Entities' documents, records, communications, and files BROKER deems necessary or relevant to determine compliance or damage amounts due under the terms of this Section.

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 of the disclosing Party.

ii. In the event of violation of this Confidentiality Section, 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, with incorporates the terms and conditions of the applicable Load Confirmation Sheet, may not be amended or modified except by mutual written agreement, or the procedures set forth above (Sections 2(b) and 2(c)). This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto.

h. **ASSIGNMENT:** This Agreement may not be assigned or transferred in whole or in part by either Party without the prior written consent of the other party. Notwithstanding the foregoing, the following assignments or transfers by BROKER shall be allowed without the CARRIER's consent: assignments or transfers to an entity (a) that is merged or consolidated with BROKER, (b) that acquired all or substantially all of the BROKER's assets, or (c) that controls, is controlled by, or is under common control with the BROKER.

i. **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.

j. **CONTRACT TERM:** 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.

k. **BROKER TERMINATION:** A Participating BROKER may terminate this Agreement immediately in any of the following events:

i. CARRIER loses its operating authority or otherwise becomes disqualified to perform its

obligations under this Agreement;

- ii. 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;
- iii. CARRIER becomes insolvent or becomes unable to pay its debts in a timely manner;
- iv. CARRIER fails to comply with the performance metrics or selection criteria, if any, imposed upon it at any time by a Participating BROKER;
- v. CARRIER fails to procure and maintain any of the insurance coverages required by this Agreement; or
- vi. 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.

l. **CARRIER TERMINATION:** 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.

m. **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.

n. **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.

o. **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.

p. **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.

q. **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 signatures of their duly authorized representatives, 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.

CARRIER

Company Name

Authorized Signature

Printed Name

Title

Company Address:

Phone

Fax

Carrier Initials & Date: _____/____/____

Participating BROKERS

BROKER

Company Name: R & R Express, Inc.	
DOT# 920564	MC# 297351
Authorized Signature	
Printed Name Rich Francis	
Title President	
Company Address: 100 Commerce Drive Pittsburgh, PA 15275	
Phone 800-223-8973	
Fax 877-479-9421	
Email carrier@shiprrexp.com	

BROKER

Company Name: R & R Express Logistics, Inc.	
DOT# 2244935	MC# 686931
Authorized Signature	
Printed Name Rich Francis	
Title President	
Company Address: 100 Commerce Drive Pittsburgh, PA 15275	
Phone 800-223-8973	
Fax 877-479-9421	
Email carrier@shiprrexp.com	

BROKER

Company Name: GT Worldwide Logistics, LLC	
DOT# 2240296	MC# 619195
Authorized Signature	
Printed Name Rich Francis	
Title President	
Company Address: 100 Commerce Drive Pittsburgh, PA 15275	
Phone 800-223-8973	
Fax 877-479-9421	
Email carrier@shiprrexp.com	

BROKER

Company Name: Paradigm Transportation Management Group, LLC	
DOT# 2820892	MC# 938207
Authorized Signature	
Printed Name John Gallardo	
Title President	
Company Address: 100 Commerce Drive Pittsburgh, PA 15275	
Phone 800-223-8973	
Fax 877-479-9421	
Email carrier@shiprrexp.com	

BROKER

Company Name: New WLE, LLC DBA: Western Logistics Express	
DOT# 2233370	MC# 507771
Authorized Signature	
Printed Name Larry Catlett	
Title Chief Operating Officer	
Company Address: 1401 Iron Street North Kansas City, MO 64116	
Phone 800-223-8973	
Fax 877-479-9421	
Email carrier@shiprrexp.com	

BROKER

Company Name: AM Transportation Services, LLC	
DOT# 3594176	MC# 1218483
Authorized Signature	
Printed Name James Ray	
Title President	
Company Address: 100 Commerce Drive Pittsburgh, PA 15275	
Phone 800-223-8973	
Fax 877-479-9421	
Email carrier@shiprrexp.com	

Carrier Initials & Date: _____/____/____

Participating Brokers

BROKER

Company Name: New American Group, LLC DBA American Group	
DOT# 2244431	MC# 678778
Authorized Signature	
Printed Name Daniel Krivickas	
Title President	
Company Address: 25 S. Arizona Pl., Ste 300 Chandler, AZ 85225	
Phone 480-406-6102	
Fax	
Email truckload@shipag.com	

BROKER

Company Name: RFX, LLC	
DOT# 3814897	MC# 203507
Authorized Signature	
Printed Name Rich Francis	
Title President	
Company Address: 100 Commerce Drive Pittsburgh, PA 15275	
Phone 800-223-8973	
Fax 877-479-9421	
Email carrier@shipprexp.com	

BROKER

Company Name: Pioneer Transfer, LLC	
DOT# 3816210	MC# 212834
Authorized Signature	
Printed Name Rich Francis	
Title President	
Company Address: 100 Commerce Drive Pittsburgh, PA 15275	
Phone 800-223-8973	
Fax 877-479-9421	
Email carrier@shipprexp.com	

Carrier Initials & Date: _____/____/____