

Carrier Terms & Conditions



Margin Freight Services

PO Box 26021

Overland Park, KS 66225

These Terms and Conditions are an agreement entered into on the date specified via an online portal, Highway.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, Highway.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 not specified via an online portal, Highway.com, evidenced by the Signed Agreement Affidavit issued by a state agency and MARGIN FREIGHT SERVICES LLC (hereinafter referred to as “Broker”), a property transportation broker registered with and operating under property transportation broker license MC No. 1281796 and DOT No. 3682946 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”). Collectively, “Broker” and “Carrier” are the “Parties.” When we say “Shipper,” “Consignor,” “Consignee” “Receiver,” or “Broker Customer” we mean the customer of Broker. When we say “Shipment,” we mean an order for transportation services.

Carrier agrees to these Terms and Conditions. No agent or employee of the Parties may alter these Terms and Conditions. Any individual or entity acting on behalf of the Carrier in accepting shipments hereunder warrants that it has the right to act on behalf of the Carrier and the right to legally bind Carrier. These Terms and Conditions shall apply to all shipments accepted by Carrier, unless and until these Terms and Conditions are altered or amended by the Broker.

We may update these Terms and Conditions in the future. Typically, these changes are to clarify some of these terms. You are agreeing to the latest Terms and Conditions. These terms do contain a limitation of our liability.

These Terms and Conditions supersede all prior agreements, representations, warranties, statements, promises, and understandings of the parties, written or oral, except as stated herein. Where a Carrier enters into a separate contractual agreement

with Broker, only conflicting terms in that agreement will take precedence over these Terms and Conditions.

If Carrier enters into a separate supplementary contractual arrangement with Broker, that agreement will take precedence over any inconsistent provisions of these Terms and Conditions.

Pay Terms and Conditions: By selecting the corresponding payment option via the online carrier portal, Highway.com, Carrier agrees to the following:

1. Standard 30 Day – No charge

Broker reserves the right to refuse any and all Quick Pay Program options to any Carrier.

Carrier responsibilities

Carrier represents and warrants that it:

- Makes the representations herein for the purpose of inducing Broker to enter into an agreement via these Terms and Conditions.
- Is a Registered Motor Carrier of Property under 49 U.S.C. §13102(14), operates under authority issued by the Federal Motor Carrier Safety Administration (or its predecessors) within the U.S. Department of Transportation and is authorized to provide transportation of property under contracts with shippers and receivers and/or brokers of general commodities.
- Carrier shall endeavor to maintain a “satisfactory” U.S. DOT Safety Rating but under no circumstances is Carrier allowed to provide services under these Terms and Conditions if its safety rating falls to “unsatisfactory.”
- Agrees to comply with all federal, state and local laws regarding the provision of the transportation services contemplated under these Terms and Conditions.
- Shall transport the property, under its own operating authority and subject to these Terms and Conditions.
- Agrees that a Shipper’s insertion of Broker’s name as the Carrier on a bill of lading shall be for the Shipper’s convenience only and shall not change Broker’s status as a property Broker nor Carrier’s status as a motor Carrier. Broker is not a motor Carrier and assumes no motor Carrier responsibility for cargo loss and damage.

- 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 prior written consent of Broker. If Carrier breaches this provision, among all other remedies (whether at equity or in law), Broker shall have the right of paying the monies it owes Carrier directly to the delivering Carrier, in lieu of payment to Carrier. Upon Broker's payment to delivering Carrier, Carrier shall not be released from any liability to Broker under these Terms and Conditions or otherwise, including any claims under MAP-21 (49 U.S.C. §13901 et seq.). In addition to the indemnity obligation included in these Terms and Conditions, Carrier will be liable for consequential damages for violation of this provision.
- Is in, and shall maintain compliance during the term of these Terms and Conditions, with all applicable federal, state and local laws relating to the provision of its services including, but not limited to: transportation of Hazardous Materials (including the licensing and training of Haz-Mat 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; security regulations; owner/operator lease regulations; loading and securement of freight regulations; implementation and maintenance of driver safety regulations including, but not limited to, hiring, controlled substances and alcohol testing, and hours of service regulations; sanitation, temperature, and contamination requirements for transporting food, perishable, and other products, including without limitation the Food Safety Modernization Act, the Sanitary Food Transportation Act of 2005 and the FDA's Final Rule pertaining to Sanitary Transportation of Human and Animal Food, qualification and licensing and training of drivers; implementation and maintenance of equipment 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 upon request.
- Shall transport each shipment tendered hereunder to its specified destination with reasonable dispatch and without delay caused by anything within Carrier's control. If Broker or its customer informs Carrier of a specified delivery date and/or schedule prior to pick-up of any shipment or series of shipments, then Carrier shall meet such specified date and/or schedule. However, Carrier shall not violate any law, rule, or regulation pertaining to highway or motor vehicle safety to make timely delivery of a shipment. Nothing in these Terms and Conditions shall be

interpreted as requiring a driver to perform services within a certain time or to violate the Hours-of-Service Rules.

- Is solely responsible for any and all management, governing, discipline, direction and control of its employees, owner/operators, and equipment with respect to operating within all applicable federal and state legal and regulatory requirements to ensure the safe operation of Carrier vehicles, drivers and facilities. Carrier and Broker agree that safe and legal operation of the Carrier and its drivers shall completely and without question govern and supersede any service requests, demands, preferences, instructions, and information from Broker or Broker's customer with respect to any shipment at any time.
- Will notify Broker immediately if its federal Operating Authority is revoked, suspended or rendered inactive for any reason; and/or 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, canceled, suspended, or revoked for any reason.
- Shall defend, indemnify and hold Broker and its shipper customer harmless from all loss, liability or claims to the extent same is caused by a negligent or willful act or omission of their respective employees, agents or subcontractors in the performance of this contract. In particular, Carrier shall indemnify and hold Broker and Broker's Customers harmless **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.**
- Does not have an "Unsatisfactory" safety rating issued 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”.

- Authorizes Broker to invoice Carrier’s freight charges to shipper, consignee, or third parties responsible for payment.
- Has investigated, monitors, and agrees to conduct business hereunder based on the credit-worthiness of Broker and is granting Broker credit terms accordingly.
- Warrants, for the benefit of the Broker and any and all shippers, consignors, consignees, receivers, and any other parties with any interest to the transportation of the property, that : To the extent that any shipments subject to these Terms and Conditions are transported within the State of California, all equipment including but not limited to: semi-trailers, containers, truck vans, shipping containers and railcars, and Semi-Tractors that haul them under these Terms and Conditions are in compliance with the California Air Resources Board (ARB) Heavy-Duty Vehicle Greenhouse Gas (Tractor-Trailer GHG) Emission Reduction Regulations, and all refrigerated equipment utilized within the state are in full compliance with the California Air Resources Board (ARB) Transport Refrigerated Unit (TRU) Airborne Toxic Control Measure (ATCM), and in-use regulations, and (iii) the California Air Resources Board (ARB) Truck and Bus Regulation or On-Road Heavy-Duty Diesel Vehicles (In-Use) Regulation. Carrier shall defend, indemnify, hold harmless and be liable to Broker and Broker Customers, and any and all shippers, consignors, consignees, receivers, and any other parties with any interest to the transportation of the property for any penalties, or any other liability, imposed on the same, or assumed by Broker due to penalties imposed on Broker’s customer(s) because of Carrier’s use of non-compliant equipment. Carrier shall immediately pay any penalties, fees, or any other liabilities and cure any deficiencies hereunder. Broker, in its sole discretion, shall have the right to pay any and all related penalties, fees, or any other liabilities as it deems necessary for its customers. To the extent that Broker pays any amounts it will be entitled to a direct offset to any amounts owed to Carrier under these Terms and Conditions.
- Shall be responsible for delay or rescheduling of appointments caused by Carrier. Broker is not responsible for any such charges or penalties and Carrier shall not place any claim upon Broker’s surety bond.
- Shall be in compliance with the terms of the Uniform Intermodal Interchange Agreement (UIIA) to the extent the terms of the UIIA do not conflict with these Terms and Conditions. Should the terms of the UIIA be updated from time to time,

Carrier shall be solely responsible for ensuring continuing compliance with the terms of the UIIA to the extent the terms of the UIIA do not conflict with these Terms and Conditions.

Subject to its representations and warranties above, Carrier agrees to provide the necessary equipment and qualified personnel for completion of the transportation services required for Broker and/or its customers. Carrier will not supply equipment that has been used to transport hazardous wastes, solid or liquid, regardless of whether they meet the definition in 40 C.F.R. §261.1 et. seq. Carrier will furnish equipment for transporting cargo, which is sanitary, and free of any contamination, suitable for the particular commodity being transported and which will not cause in whole or in part adulteration of the commodity as defined in 21 U.S.C §342. Carrier agrees that all shipments will be transported and delivered with reasonable dispatch, or as otherwise agreed in writing.

Carrier will verify that the equipment is suitable for the transportation of food, dairy & milk products for human or animal consumption, as applicable, as well as for other perishables, and will comply with all applicable laws and regulations, including maintenance of permits and record keeping requirements, for food, dairy & other perishables. Carrier warrants that the Carrier will inspect or hire a service representative to inspect a vehicle's refrigeration or heating unit at least once each month. Carrier warrants that they shall maintain a record of each inspection of refrigeration or heating unit and retain the records of the inspection for a least one year. Copies of these records must be provided upon request to the Carrier's insurance company and Broker. Each unit will maintain temperature data loggers in good working condition and provide the temperature readings upon request.

All vehicles used for the transportation of pasteurized milk and milk products shall be constructed and operated so that the milk and milk products are maintained at 7°C (45°F) or less and are protected from contamination. Milk tank cars, milk tank trucks, and portable shipping bins shall not be used to transport or contain any substances that may be toxic or harmful to humans.

Carrier shall sign a bill of lading, produced by shipper or Carrier in compliance with 49 C.F.R. §373.101 (and any amendments thereto), for the property it receives for transportation under these Terms and Conditions. Unless otherwise agreed in writing, Carrier shall become fully responsible/liable for the freight when it takes/receives possession thereof, and the trailer(s) is loaded, 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. The foregoing sentence is not intended to limit or waive the application of the law related to concealed damages. Any terms of the bill of lading (including but not limited to payment and credit terms, released rates or released value) inconsistent with the terms of these Terms and Conditions shall be ineffective. Failure to issue a bill of lading or sign a bill of lading acknowledging receipt of the cargo, by Carrier, shall not affect the liability of Carrier.

Documents for each Broker Shipment shall name Broker as third-party payor of all freight charges and Carrier as carrier of record. If there is a wrongly worded document, the Parties will treat it as if it showed Broker as third-party payor and Carrier as carrier. If there is a conflict between these Terms and Conditions and any transportation document related to a Broker shipment, these Terms and Conditions shall govern.

Carrier shall obtain from the consignee a complete, signed delivery receipt or proof of delivery for each shipment, and it shall notify Broker immediately of any exception on any document. Carrier shall send Broker clear delivery receipt or proof of delivery and lumper receipts (if any) within 24 hours of delivery.

Carrier shall comply with 49 C.F.R. §370.1 et seq. and any amendments and/or any other applicable regulations adopted by the Federal Motor Carrier Safety Administration, U.S. Department of Transportation, or any applicable state regulatory agency, for processing all loss and damage claims and salvage. Carrier agrees that food that has been transported or offered for transport under conditions that are not in compliance with Shipper's or Broker's instructions, as provided to Carrier by Shipper or Broker, will be conclusively determined to be "adulterated" within the meaning of the Federal Food, Drug and Cosmetic Act, 21 U.S.C. §342 (i). Carrier understands and agrees that adulterated shipments may be refused by the consignee or receiver, at the destination without diminishing or affecting Carrier's liability in the event of a cargo claim. Carrier shall not sell, salvage or attempt to sell or salvage any goods without the Broker's express written permission.

In the event Carrier performs services for a Shipper with U.S. Government contracts, Carrier shall follow all laws and regulations governing contractors and subcontractors providing goods or services to government agencies, including but not limited to Federal Acquisition Regulations ("FAR") clauses 52.222-26; 41 C.F.R. §60-751.5; FAR 52.222-37; 41 C.F.R. §60-250.40; FAR 52.222-35; FAR 52.222-36; 52.247-64 and 41.

Carrier's liability for any cargo damage, loss, or theft from any cause shall be determined under the Carmack Amendment, 49 U.S.C. §14706 if applicable; however, liability for exempt commodities and processing cargo loss and damage claims shall be determined

by: DRC Trading Standards, or Blue Book Transportation Guidelines, or NAPTWG Best Practices by agreement of the Parties and if no agreement then by one of the above associations' guidelines named above at the selection of the Broker. Carrier assumes full liability for the greater of replacement cost, Shipper/Consignor's commercial invoice or market value for loss, damage or destruction of and all goods or property tendered to Carrier by Broker, and for the full course of carriage. Carrier shall inspect each load at the time it is tendered to Carrier to assure its condition. If Carrier is tendered a load which is not in suitable condition, it shall notify Broker immediately. Cargo which has been tendered to Carrier intact and released by Carrier in a damaged condition or lost or destroyed subsequent to such tender to Carrier, shall be conclusively presumed to have been lost, damaged or destroyed by Carrier unless Carrier can establish otherwise by clear and convincing evidence. Deliveries with broken seals shall be rejected and declared a total loss for which the Carrier is held responsible.

Carrier shall either pay Broker directly or allow Broker to deduct from the amount Broker owes Carrier, the amount of customer's full actual loss. Carrier agrees that it will assert no lien against cargo transported hereunder. Broker, shall deduct from the amount Broker otherwise owes Carrier, the Customer's full actual loss of all claims that are not resolved within ninety (90) days of the date of the claim. Carrier agrees to indemnify Broker and Broker's Customers, for any payments relating to such loss or damage incurred hereunder. In the event of an accident, Carrier shall notify Broker immediately for further instructions. Carrier shall return all damaged shipments at its expense to the point of origin or to other points as instructed by Broker. Claims notification & salvage procedures will be followed in accordance with the procedure described in 49 C.F.R. §370.1-11. Carrier will make all payments pursuant to the provisions of this Section within thirty (30) days following receipt by Carrier of customer's invoice or demand and supporting documentation for the claim.

LIMITATION OF LIABILITY—Except as provided above, neither Party shall be liable to the other for consequential damages without prior written notification of the risk of loss and its approximate financial amount, and agreement to assume such responsibility in writing.

Notwithstanding the terms of 49 CFR 370.9, Carrier shall pay, decline or make settlement offer in writing on all cargo loss or damage claims within 60 days of receipt of the claim. Failure of Carrier to pay, decline or offer settlement within this period shall be deemed admission by Carrier of full liability for the amount claimed and a material breach of these Terms and Conditions. Broker shall have the right to set off the amount of the claim against money otherwise due Carrier.

For each vehicle used to perform services, Carrier will have on-board an Electronic Logging Device (“ELD”) from a provider listed on the FMCSA’s ELD Registry and will notify Broker if the ELD malfunctions during provision of services. Carrier agrees that all shipments will be transported and delivered with reasonable dispatch, or as otherwise agreed in writing. Carrier shall not violate any law, rule, or regulation pertaining to highway or motor vehicle safety to make timely delivery of a shipment. Nothing in these Terms and Conditions shall be interpreted as requiring a driver to perform services within a certain time or to violate the Hours-of-Service Regulations. Carrier certifies that it will assign drivers to perform the services only if such drivers have sufficient time remaining under the Hours of Services Regulations to complete the duties assigned by Carrier.

Carrier warrants that (1) it is not in violation of the California Labor Code and (2) is not on the current list of Port Drayage Motor Carriers with Unsatisfied Court Judgments, Tax-Assessments, or Tax Liens.

Carrier will maintain effective driver screening, training, qualification and monitoring procedures and will provide Broker with information about these procedures upon request. Carrier will cause its drivers to operate their vehicles and equipment in a proper and lawful manner and to maintain equipment used to provide the transportation services in good, safe, sanitary, disinfected and lawful operating condition at all times. Carrier will use equipment that has been cleaned and sanitized in accordance with reasonable efforts not to supply equipment for transportation services that has been previously used to transport other product. The Carrier must provide their cargo insurer with all records that relate to a loss and permit copies and abstracts to be made from them upon request. Broker’s customer is a third party beneficiary of these the relationship between Broker and Carrier via these Terms and Conditions.

Carrier will inspect all empty equipment before loading to determine whether it is in apparent good condition (i.e., it appears to be sound, roadworthy, clean, odor-free, dry, leakproof and free of contamination or infestation) to protect the cargo being transported, will reject any equipment that is not in apparent good condition, clean and disinfected and will immediately (no later than 60 minutes) inform Broker of its rejection. Carrier acknowledges that if Carrier fails to inspect the equipment when it has the opportunity to do so, Carrier assumes liability related to such failure, for damage or loss to product cargo transported in such equipment.

Carrier agrees to obtain any insurance coverages required by any government body for the types of transportation and related services specified in “Rate Confirmations” received from Broker. All insurance required by these Terms and Conditions must be

written by an insurance company having a Best's rating of "A-" or better (or applicable Canadian equivalent) and must be authorized to do business under the laws of the state(s) or province(s) in which Carrier provides the transportation and related services as specified in Rate Confirmations received from Broker. Carrier's insurance shall be primary and required to respond and pay prior to any other available coverage. Carrier agrees that Carrier, Carrier's insurer(s), and anyone claiming by, through or under Carrier shall have no claim, right of action, or right of subrogation against Broker, Broker's affiliates, or Broker's customer based on any loss or liability insured under the insurance stipulated herein. Carrier represents and warrants that it will continuously fulfill the requirements of this Section throughout the duration of these Terms and Conditions. Carrier agrees to cause, authorize, instruct, and ensure their insurance company or agent to provide certificate(s) of insurance to Broker and Highway.com. Certificates of Insurance are to be sent by the insurance company or insurance agent to Broker and coiservice@highway.com or by any means instructed by Highway.com providing thirty (30) days advance written notice of cancellation or termination, and unless otherwise agreed, subject to the following minimum limits: General liability \$1,000,000; motor vehicle (including hired and non-owned vehicles) \$1,000,000, (\$5,000,000 if transporting hazardous materials including environmental damages due to release or discharge of hazardous substances); workers' compensation with limits required by law; Motor Truck Cargo insurance or a superior equivalent, with limits for the full value of the cargo under carriage subject to a minimum limit never less than \$100,000 per shipment, a deductible no greater than US \$10,000 per shipment and at least the same coverage limit and deductible per shipment while in storage or at a storage facility enroute to Consignee. For the higher coverage limits which may be specified above, the insurance policies shall comply with minimum requirements of the Federal Motor Carrier Safety Administration and any other applicable regulatory state agency. If Carrier provides transportation services for hazardous materials under U.S. DOT regulations, public insurance including Commercial Automobile insurance limited required for the commodity transported under 49 C.F.R. § 387.7 and 387.9 (or successor regulations thereto) and statutory required Commercial Automobile insurance limits pertaining to the hazard classification of the cargo as defined by DOT, and MCS-90 and Broadened Pollution Liability endorsements for limits required by law and full policy limits. Nothing in these Terms and Conditions shall be construed to avoid or limit Carrier's liability due to any policy limits or exclusion or deductible in any insurance policy.

When Carrier provides transportation services that involve origins and destinations solely within Canada, Carrier shall be current in its remittances to the appropriate workers compensation board of the Carrier's province, shall provide the certificate issued by the appropriate Worker's Compensation board of the carriers province

certifying that the Carrier is not delinquent and is current in its remittances to that authority, and shall have such other insurance or higher coverage limits required by applicable Canadian national or provincial law or regulation. During the term of these terms and conditions, the insurance policies required here under and any replacement policies will ensure the interests of Broker, and cover all drivers, equipment and cargo used in providing transportation services and not contain any exclusions or restrictions for designated premises or project, pertaining to unattended equipment or cargo, for unscheduled equipment, for unscheduled drivers or cargo, for fraud or infidelity, for tarp warranty, for wetness or dampness, for geographical location in the United States, for trailers unattached to the power unit, or for a particular radius of operation.

Carrier hereby agrees that Broker and/or Broker's insurance provider may discuss Carrier's insurance coverage with Carrier's insurance provider. Except to the extent (if any) that the same may affect, prejudice or void coverage under the applicable insurance policy, Carrier hereby gives permission to Carrier's insurance provider to disclose and discuss Carrier's insurance coverage with Broker and/or Broker's insurance provider and gives permission for Carrier's insurance provider to provide a copy of Carrier's insurance policy(ies), together with all declaration pages, endorsements, schedules, applications and/or other documents pertaining to such policy(ies), to Broker and/or Broker's insurance provider. This permission includes, but is not limited to, the release of verbal and written information pertaining to any claim that arises from transportation that occurs under these Terms and Conditions, including, but not limited to, letters or other correspondence pertaining to any denial of coverage or reservation of rights to deny coverage.

Carrier automatically assigns to Broker all its rights to collect freight charges from Shipper or any responsible third party on receipt of payment of its freight charges from Broker.

Carrier assumes full 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 in the performance of its transportation services hereunder. Broker shall not be liable for any of the payroll-related tax obligations specified above and Carrier shall indemnify, defend, and hold Broker and Broker's Customer harmless from any claim or liability imposed or asserted against Broker for any such obligations.

By not providing a certificate of insurance to [Highway.com](https://www.highway.com) reflecting Workers Compensation, Carrier certifies that they have elected to not cover its owners, partners, or officers under the workers' compensation laws of the Carrier's domiciled State and or

the state indicated via the online carrier portal, Highway.com, evidenced by the signed agreement affidavit. The carrier certifies that it has no employees. Carrier certifies that it uses no independent contractors. Based upon the election not to cover owners, partners, or officers, the fact there are no other employees, and that no independent contractors are used, a workers' compensation policy is not purchased.

Carrier shall not withhold delivery of any freight due to any dispute with Broker regarding freight charges or otherwise. Carrier shall have no lien, and hereby expressly waives and releases its right to any statutory and common law liens which it might otherwise have upon any cargo transported or stored by Carrier or in the possession of Carrier pursuant to these Terms and Conditions.

Carrier agrees that Broker has the discretionary right to set off or reduce the amount of any payments owed to Carrier hereunder for any amounts owed by Carrier to Broker including, but not limited to, any amounts advanced by Broker to Carrier, and any liability incurred by Carrier, including, but not limited to, claims for freight loss, damage, delay, fines, penalties or any other liabilities caused by Carrier.

Carrier shall not knowingly cause or permit any shipment to be transported by any mode other than motor carriage or to be co-brokered, re-brokered or shipped via a freight forwarder or by a carrier other than Carrier for a specific shipment (individually and collectively "Substitute Carrier"). However, should Carrier do so, Carrier shall, for all purposes, be solely responsible for all payments of any type or kind due or claimed due by any Substitute Carrier, and for all obligations, representations and warranties under these Terms and Conditions including, without limitation, the investigation and payment of any freight claims and indemnity obligations, as if performing the services with its own equipment and personnel.

Carrier shall not reach out to any shipper, customer, receiver, or any other third party related to the shipment tendered to Carrier by Broker for any reason unless authorized to do so, in writing, by Broker.

Broker responsibilities

Broker is a freight broker which arranges for third party motor carriers to provide cargo transportation for its customers, In accordance with Its role as legally defined under 49 U.S.C. § 13102 Definitions (2), 49 C.F.R. § 371.2 and 49 U.S.C. § 14501(c)(1).

Broker shall inform Carrier of (i) place of origin and destination of all shipments; and (ii) if applicable, any special shipping and handling instructions, special equipment

requirements, which Broker has been timely notified. Rates shall be contracted rates, which shall be established by Broker, individually, and Carrier through mutually agreed lane rates or through spot rates. In no event shall either party's tariff rates apply. Spot rates shall be communicated by Broker to Carrier via an EDI, an INET process or by EMAIL. The rates, charges and terms set forth in these Terms and Conditions, in a lane rate schedule or in a spot rate confirmation, are incorporated into these Terms and Conditions by reference and shall apply and control to the exclusion of any different rates, charges or terms which may be referred to in a Bill of Lading, conditions of carriage, carta de porte, delivery receipt, rules circular, tariff (whether filed, published or independently determined) or other shipping document. Broker will pay Carrier for its performance of services in accordance with such rates, charges and terms.

There is no minimum volume of freight contemplated by these Terms and Conditions. Broker shall inform Carrier of place of origin and destination of all shipments; and if applicable, any special shipping and handling instructions, special equipment requirements, or value of shipments in excess of the amount specified below, of which Broker has been timely notified.

Each Shipment shall require a written Rate Confirmation signed or otherwise acknowledged by Carrier prior to each shipment, specifying all applicable rates and charges. Broker shall not be liable for costs, charges, surcharges, or other amounts not specified in said Rate Confirmations. All rates and charges specified in written Rate Confirmations shall include liability for actual cargo value and shall not be "released rates" limiting cargo liability to any lesser value. Rates or charges, including but not limited to stop-offs, detention, loading, unloading, fuel surcharges, or other accessorial charges, release rates or values, or tariff rules or circulars, shall only be paid when specifically agreed to in writing by the Parties.

Broker agrees to conduct all billing services to shippers, consignees, or other parties responsible for payment. Carrier shall invoice Broker for its (Carrier's) charges, as mutually agreed in writing or by electronic means. Additional rates for truckload or LTL shipments, or modifications or amendments of the above rates, or additional rates, may be established to meet changing market conditions, shipper requirements, Broker requirements, and/or specific shipping schedules as mutually agreed upon, and shall be confirmed in writing (or by email) by both Parties. Any such additional, modified, or amended rates, changes in rates shall automatically be incorporated herein by this reference. All invoices must be submitted with necessary documentation, including proof of delivery, within thirty (30) days of date of delivery. Any invoices not submitted within thirty (30) days of delivery will be subject to a discount of ten percent (10%) of the total amount otherwise agreed between the Parties.

Additionally, any rates, which may be verbally agreed upon, shall be deemed confirmed in writing where Carrier has billed the agreed rate and Broker has paid it. All written confirmations of rates, including confirmations by billing and payment, shall be incorporated herein by this reference. Rates or charges, including but not limited to stop-offs, detention, loading or unloading, fuel surcharges, or other accessorial charges, tariff rates, released rates or values, or tariff rules or circulars, shall only be valid when their terms are specifically agreed to in a writing signed by both Parties.

The Parties agree that Broker is the sole party responsible for payment of Carrier's charges. Broker agrees to pay Carrier's invoice within thirty (30) days of receipt Carrier's freight bill; bill of lading; clear delivery receipt or proof of delivery; lumper receipts (if any); and any other documents necessary to enable Broker to ascertain transportation has been properly provided, providing Carrier is not in default under the terms of these Terms and Conditions. If Broker has not paid Carrier's invoice as agreed, and Carrier has complied with the terms of these Terms and Conditions, Carrier may seek payment from the Shipper or other party responsible for payment after giving Broker 15 business days advance written notice. Carrier shall not seek payment from Shipper, consignees, or third parties, if they can prove payment to Broker.

Carrier will not communicate, directly or indirectly, in any manner, with Broker's customers, consignors, consignees or any party, other than Broker, concerning the collection of any charges relating to transportation services in connection with these Terms and Conditions without the prior written approval of Broker in each instance. Any attempt to seek payment other than from Broker without its express written consent will be deemed a material breach of these Terms and Conditions and a forfeiture of any related amount owed to Carrier. This provision extends to Carrier utilizing and/or disclosing any information to third-party entities (including but not limited to collection/recovery agencies and/or legal entities) to attempt to collect and/or to communicate directly or indirectly, in any manner, with Broker's customers, consignors, consignees or any party, other than Broker, concerning the collection of any charges relating to transportation services in connection with these Terms and Conditions. If Carrier is in breach of this provision of these Terms and Conditions, Carrier hereby agrees to pay Broker a minimum of \$5000.00 per occurrence.

If Carrier breaches its duty to transport the shipment itself and instead using the services of another carrier or broker (double brokering, which constitutes breach of these Terms and Conditions) Carrier forfeits its right to payment, in which case Broker may make payment directly to the actual carrier.

Carrier shall submit an invoice for per diems, if any, within ten (10) days of receipt from the steam ship line and include proof of payment. Should Carrier fail to abide by the immediately preceding sentence, Broker shall not be obligated to reimburse Carrier for per diem charges.

Broker shall maintain a surety bond or trust fund as agreed to in the amount of not less than \$75,000.00 and on file with the Federal Motor Carrier Safety Administration (FMCSA) in the form and amount not less than that required by that agency's regulations.

Broker will notify Carrier immediately if its federal Operating Authority is revoked, suspended or rendered inactive for any reason; and/or 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, canceled, suspended, or revoked for any reason.

Broker's responsibility is limited to arranging for, but not actually performing, transportation of a shipper's freight.

Miscellaneous

Independent contractor

The relationship of the Parties to each other shall at all times be that of independent contractors. None of the terms of these Terms and Conditions, 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, or employer/employee relationship between the Parties. Each Party shall provide sole supervisions and shall have exclusive control over the actions and operations of its employees, and agents used to perform its services hereunder. Neither Party has any right to control, discipline or direct the performance of any employees, or agents of the other Party. Neither Party shall represent to any party that it is anything other than an independent contractor in its relationship to the other Party. Carrier will not contract or take other action in Broker's name without Broker's prior written consent.

Non-exclusive agreement

Carrier and Broker acknowledge and agree that this contract does not bind the respective Parties to exclusive services to each other. Either party may enter into similar agreements with other Carriers, Brokers, or freight forwarders.

Waiver of provisions

Failure of either Party to enforce a breach or waiver of any provision or term of these Terms and Conditions shall not be deemed to constitute a waiver of any subsequent failure or breach, and shall not affect or limit the right of either Party to thereafter enforce such a term or provision.

These Terms and Conditions are 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), the Parties expressly waive any or all rights and remedies they may have under the Act.

Disputes

For any disputed invoices or amounts owed under these Terms and Conditions, Carrier must notify Broker in writing along with the grounds and supporting documents for said disagreement within thirty (30) days of the dispute arising, but in no event will any such claim(s) be asserted more than one hundred eighty (180) days after the date of delivery of the goods, or in the case of non-delivery, the date the goods should have been delivered. The Parties will thereafter work together expeditiously and in good faith to resolve the dispute. **Carrier must put Broker on timely written notice and comply with the Dispute provision herein before any claim is made against Broker's bond.** Carrier's failure to comply with this Dispute provision shall constitute a material breach of these Terms and Conditions.

In the event of a dispute arising out of these Terms and Conditions, including but not limited to Federal or State statutory claims, the Party's recourse (except as provided below) shall be to arbitration, or litigation as specified below. The statute of limitations for Carrier to bring any claims, suits, or demands related to these Terms and Conditions against Broker shall be one (1) year from the date of delivery of the goods, or in the case of non-delivery, the date the goods should have been delivered. In the event of litigation/arbitration, the prevailing party shall be entitled to recover costs, expenses and reasonable attorney fees, including but not limited to any fees incurred on appeals.

Arbitration Proceedings shall be conducted under the rules of the Transportation ADR Council, upon mutual agreement of the Parties, or if no agreement, then at Broker's sole discretion. Upon agreement of the Parties, arbitration proceedings may be conducted outside of the administrative control of the Transportation ADR Council. The decision of the arbitrators shall be binding and final and the award of the arbitrator may be entered as judgment in any court of competent jurisdiction. The rationale and reasoning of the decision of arbitrator(s) shall be fully explained in a written opinion, including findings of fact and conclusions of law. The prevailing party shall be entitled to recovery of costs, expenses and reasonable attorney fees including any fees incurred on appeal, as well as those incurred in any action for injunctive relief, or in the event further legal action is taken to enforce the award of arbitrators. Venue, and jurisdiction shall be in the State of Kansas. Any and all disputes arising out of or in connection with these Terms and Conditions shall be governed by the State of Kansas to the extent that the latter is not inconsistent with the applicable federal transportation laws and regulations binding upon the Parties. Arbitration proceedings shall be conducted at a location in Overland Park, Kansas or other place mutually agreed upon in writing, or by conference call or video conferencing upon agreement of the Parties. Either Party may apply to a court of competent jurisdiction for injunctive relief. The arbitration provisions of this paragraph shall not apply to enforcement of the award of arbitration.

Subject to the time limitation set forth above, for disputes where the amount in controversy exceeds \$100,000, Broker shall have the right, but not the obligation, to select litigation in order to resolve any disputes arising hereunder. In the event of litigation, the prevailing Party shall be entitled to recover costs, expenses and reasonable attorney fees, including those on appeal.

Subject to the time limitation set forth above, for disputes where the amount in controversy does not exceed \$5,000, Broker shall have the right, but not the obligation, to select litigation in small claims court order to resolve any disputes arising hereunder. The prevailing Party shall be entitled to recover costs, expenses and reasonable attorney fees, including those on appeal.

Back solicitation

Unless otherwise agreed in writing, Carrier shall not knowingly solicit freight shipments (or accept shipments) for a period of 12 month(s) following termination of these Terms and Conditions for any reason, from any shipper, consignor, consignee, or other customer of Broker, when such shipments of shipper customers were first tendered to Carrier by Broker.

In the event of breach of this provision, Broker shall be entitled, for a period of 12 months following delivery of the last shipment transported by Carrier under these Terms and Conditions, to a commission of 25% of the gross transportation revenue (as evidenced by freight bills) received by Carrier for the transportation of said freight as liquidated damages. Additionally, Broker may seek injunctive relief and in the event it is successful, Carrier shall be liable for all costs and expenses incurred by Broker, including, but not limited to, reasonable attorney's fees.

Confidentiality

In addition to Confidential Information protected by law, statutory or otherwise, the Parties agree that all of their financial information and that of their customers, including but not limited to freight and brokerage rates, pricing for services, invoicing, data, trade secrets, 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. The foregoing restriction will not apply to the extent such information: (i) is required to be disclosed by law or judicial process, (ii) is generally available or known to the public other than as a result of breach of an existing obligation of confidentiality, (iii) was previously known to the party receiving such information from the party owning such information, as evidenced by documentary proof, or (iv) is independently developed by the receiving party without reference to the disclosing party's information, as evidenced by documentary proof. The provisions of this section will survive the termination of these Terms and Conditions for a period of one (1) year.

In the event of violation of this Confidentiality paragraph, the Parties agree that the 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 these Terms and Conditions in which case the non-prevailing Party shall be liable for all costs and expenses incurred, including but not limited to reasonable attorney's fees.

The limitations of liability for cargo loss and damage as well as other liabilities, arising out of the transportation of shipments, which originate outside the United States of America, may be subject to the laws of the country of origination, or international treaties.

Modification of Terms and Conditions

These Terms and Conditions shall be deemed to supersede and shall prevail over any conflicting terms set forth in any load confirmation, rate confirmation, or dispatch sheet. However, if the Parties have entered into any other agreement that is separate from these Terms and Conditions and there is a conflict with these Terms and Conditions, that separate agreement controls and governs the relationship between the parties.

Notices

All notices provided or required by these Terms and Conditions, shall be made in writing and delivered, return receipt requested, to the addresses shown herein with postage prepaid or by email with electronic receipt. 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 these Terms and Conditions. Notices sent as required hereunder, to the addresses shown in these Terms and Conditions shall be deemed sent to the correct address, unless the Parties are notified in writing of any changes in address.

CARRIER: ADDRESS specified via an online portal, Highway.com, evidenced by the Signed Agreement Affidavit

BROKER: 7208 W 80TH ST STE 204 OVERLAND PARK, Kansas 66204

Term of agreement

The term of these Terms and Conditions shall be one year from the date hereof and thereafter it shall automatically be renewed for successive one (1) year periods, unless terminated, upon thirty (30) days prior written notice, with or without cause, by either Party at any time, including the initial term. In the event of termination of these Terms and Conditions for any reason, the Parties shall be obligated to complete performance of any work in progress in accordance with the terms of these Terms and Conditions.

Severance & survival

In the event any of the terms of these Terms and Conditions 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 these Terms and Conditions for any reason.

Force majeure

In the event that either Party is prevented from performing its obligations under these Terms and Conditions because of an occurrence beyond its control and arising without its fault or negligence, including without limitation, 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 occurrence. Economic hardships, including, but not limited to, recession and depression, shall not constitute Force Majeure events.

Records

Carrier hereby waives its right to obtain copies of Broker's records as provided for 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 negotiation for the provision of services with any third party, including existing customers of Broker. Carrier further agrees and understands that all such records comprise Broker's confidential information and trade secrets. Nothing in this section is intended to relieve Carrier of any other obligations imposed upon it by these Terms and Conditions or to limit any rights of Broker to enforce such obligations.

IN WITNESS WHEREOF, BROKER and CARRIER are bound by this agreement. CARRIER agrees to be bound by the electronic signature of their authorized representative contained in the Signed Agreement Affidavit, and by doing so, represent and warrant that they accept and agree to the terms contained in this entire agreement and have been or are specifically authorized to execute the agreement on behalf the organization they represent.