

BROKER/CARRIER TRANSPORTATION AGREEMENT

THIS BROKER/CARRIER TRANSPORTATION AGREEMENT, including Appendix A and any subsequent appendices, addenda, exhibits or schedules (together, the "AGREEMENT" is made and entered on _____ ("DATE") by and between _____ ("CARRIER") _____ PIAGIUM LOGISTICS, LLC (individually as applicable "BROKER").

RECITALS

WHEREAS, CARRIER is a motor carrier of property duly authorized by all applicable state, provincial, or federal authorities to provide compensated contract carriage of property for shippers and receivers of regulated and nonregulated property and provides transportation services and related services in the U.S. and, where applicable, Canada or Mexico.

WHEREAS, BROKER is a transportation broker, duly authorized by the U.S. Department of Transportation ("DOT"), to arrange for the transportation of property by contract motor carriers on behalf of shippers and receivers.

WHEREAS, CARRIER recognizes the special, distinct, varying and continuing transportation needs of BROKER and its shippers, vendors and receivers ("CUSTOMERS"), and in order to serve a portion of those transportation needs, CARRIER desires to provide contract carriage and related services to BROKER pursuant to the terms of this AGREEMENT.

AGREEMENT

1) **EFFECTIVE DATE AND TERM.** This AGREEMENT is to become effective on the date first written above, or to the extent applicable, upon the date which CARRIER and BROKER commenced doing business together, whichever is earlier, and shall remain in effect for a period of one year from such date, and shall automatically renew from year to year thereafter, subject to the right of either party to terminate this AGREEMENT at any time upon thirty (30) days advance written notice to the other party, except as otherwise provided herein.

2) **SCOPE OF AGREEMENT.** This AGREEMENT shall govern all shipments tendered to CARRIER by BROKER (or upon BROKER's instructions), and accepted by CARRIER, whether regulated or non-regulated property, in interstate, intrastate, or international transportation. The Parties expressly acknowledge and agree that the terms of this AGREEMENT, PIAGIUM LOGISTICS Accessorial Charges Exhibit and any addendums incorporated herein, shall apply to all shipments tendered to CARRIER and shall control over any conflicting terms contained in: (i) the CARRIER's tariffs, circulars, rate sheets or service guides; or (ii) any bill of lading, shipping document, receipt or other transportation document issued for any shipment tendered by BROKER.

3) **STATUS OF PARTIES.** The relationship of CARRIER to BROKER shall, at all times, be that of an independent contractor. Nothing herein shall be construed as establishing an agency, partnership, joint venture, hiring or any form of employer-employee relationship between BROKER and CARRIER. Neither party shall be responsible for any debts, obligations or liabilities incurred by the other in performance of its business activities, except as expressly provided herein. CARRIER assumes full responsibility for the payment of all: (i) wages, fees, local, state, federal, and provincial payroll taxes, (ii) contributions or taxes for unemployment insurance, workers' compensation insurance and/or claims, (iii) pensions, and other social security or related protection, and (iv) any and all other expenses with respect to the persons engaged by CARRIER in the performance of transportation and related services in connection with this AGREEMENT ("Expenses"). CARRIER shall indemnify, defend and hold BROKER and its CUSTOMERS harmless against all claims related to or arising from such Expenses. Notwithstanding the foregoing provisions, BROKER shall be the agent for the CARRIER for the limited and express purpose of billing and collecting freight charges and fees from shippers and receivers, and CARRIER hereby appoints BROKER as its agent for such express and limited purpose. CARRIER further 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. This AGREEMENT does not bind either party to mutually exclusive services with each other. Both the BROKER and CARRIER understand and agree that BROKER will enter similar agreements with other carriers, and CARRIER may enter similar agreements with other brokers and/or shippers.

4) **FREIGHT RATES.** For all shipments tendered by BROKER and accepted by CARRIER under this AGREEMENT, the rates, charges, and fees for the transportation and services shall be set forth in a Load or Rate Confirmation Sheet or similar document ("Confirmation Sheet") in a form provided by BROKER. Each Confirmation Sheet shall be issued by BROKER, shall be deemed accepted by CARRIER upon the written (includes electronic means of transmission) response by the CARRIER, and shall be incorporated into this AGREEMENT, provided; however, that if the terms and conditions specified in this AGREEMENT are different from the terms and conditions contained in the Confirmation Sheet, the terms and conditions of this AGREEMENT shall prevail. CARRIER agrees and acknowledges that CARRIER's dispatchers and other personnel are authorized to enter into Confirmations with BROKER. The rates and charges included in the Confirmation Sheet shall be CARRIER's sole and exclusive compensation for rendering the services. CARRIER agrees that any other rates, tariffs, circulars, pricing authorities or other similar documents published or offered by CARRIER shall not apply to the performance of services under this AGREEMENT. Such written Confirmation Sheet shall include the charges for the shipment and shall also contain, as applicable, the conditions and any additional or accessorial services required to be performed. The Confirmation Sheet shall be sent by BROKER to CARRIER prior to CARRIER picking up a shipment. CARRIER represents and warrants that there are no other applicable rates or charges applicable to the Services herein, including those contained in any tariff, terms and conditions, or bill of lading, except those established in this AGREEMENT or any Confirmation Sheet. CARRIER shall advise BROKER at or before incurring Detention, Accessorial (including Lumpers), and/or additional charges ("Charges"), otherwise the CARRIER forfeits its right to collect such Charges. Such Charges may be established verbally in order to meet specific shipping schedules, but must be confirmed in writing within 24 hours, via fax or email, in order for the CARRIER to receive compensation for the Charges. 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 negotiating for the provision of services with any third party, including CUSTOMERS. 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 this Agreement, or to limit any rights of BROKER to enforce such obligations.

5) **PAYMENT.** BROKER shall pay CARRIER for the transportation of property under this AGREEMENT in accordance with the shipping rates as established in any Confirmation Sheet no later than thirty (30) days from receipt by BROKER of CARRIER's (1) Confirmation Sheet, (2) uncontested invoice, (3) bill of lading, and (4) proof of delivery covering such transportation and services. CARRIER agrees that it shall bill BROKER for all services in a timely, accurate and complete manner. If, after shipment of property under this AGREEMENT, the party responsible for payment of freight charges and fees defaults on its obligation to pay BROKER for freight charges and fees which BROKER has already paid to CARRIER, CARRIER agrees that all its right, title and interest in such charges and fees shall be, and hereby are, transferred and assigned to BROKER for purposes of collection and recovery from the responsible party(s). CARRIER shall look solely to BROKER for payment of freight bills and agrees to hold the CUSTOMER harmless therefrom and CARRIER agrees to refrain from all collection efforts against any other party unless Broker has not paid Carrier an undisputed invoice in accordance with terms and conditions contained herein. The parties shall process all overcharge, undercharge, and duplicate payments as provided in 49 C.F.R. §378 and 49 U.S.C. §13710, as amended from time to time.

6) **SERVICES.** Subject to specific shipment instructions, CARRIER shall provide motor transportation services for BROKER and its CUSTOMERS, as a motor carrier operating under CARRIER's DOT motor carrier authority. CARRIER shall transport freight with reasonable dispatch in accordance with the terms of the Confirmation Sheet in a safe, competent, and efficient manner. CARRIER will promptly notify BROKER of any delay. CARRIER will protect and preserve all cargo in accordance with prudent industry standards. CARRIER will be responsible for any charges imposed by a CUSTOMER that were caused by actions of the CARRIER, including charges for unreasonable delay.

7) **EQUIPMENT INTERCHANGE COMPLIANCE.** CARRIER warrants that prior to entering a port facility, off site container yard or rail yard to pick up or deliver equipment ("Interchanged Equipment") in the performance of services under this AGREEMENT, it shall have a properly executed equipment interchange agreement with the applicable ocean carrier, rail yard, chassis pool or equipment provider. CARRIER shall assume sole responsibility and care of all interchanged equipment. CARRIER agrees to store Interchanged Equipment in a secured and gated facility with 24-hour surveillance and is subject to pre-approval by BROKER. CARRIER further

warrants and represents that it is, and will at all times, remain in compliance with the terms and conditions of any interchange agreement, including all applicable circulars, tariffs or rules which may be referenced therein. CARRIER agrees to indemnify, defend and hold harmless BROKER from any liability, loss or expense arising from CARRIER's failure to comply with the terms and conditions of any interchange agreement. CARRIER must provide BROKER with evidence of any equipment interchange agreement upon request. CARRIER shall be liable to BROKER for any charges incurred by, charged to, or asserted against BROKER due to CARRIER's failure to comply with the terms of this AGREEMENT.

8) **BILLS OF LADING.** CARRIER shall issue a bill of lading in its own name, or sign a bill of lading, produced by shipper in compliance with 49 C.F.R. §373.101 (and any amendments thereto) ("Bill of Lading"), showing the kind, condition and numerical quantity of the property received and delivered by CARRIER at the loading and unloading points. SHIPPER's insertion of BROKER's name on the bill of lading shall be for SHIPPER convenience only and shall not change BROKER's status as a property broker. CARRIER shall assume full and complete responsibility and liability for all loss and/or damage to, or delay of, any shipment of property while in the possession or control of CARRIER, provided, however, that if the terms and conditions specified in this AGREEMENT are different from the terms and conditions contained in the Bill of Lading, the terms and conditions of this AGREEMENT shall prevail. 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.

9) **EQUIPMENT & LABOR.** CARRIER, at its sole cost and expense, shall furnish all equipment required for transportation and services hereunder and shall maintain all equipment in clean condition, good repair and working order, and meet all minimum government vehicle standards. CARRIER shall employ only competent and properly licensed personnel, who shall be well-trained in the care, safety procedures applicable to shipments being handled and transported. CARRIER has exclusive management, control, and direction of its drivers and acknowledges that BROKER has no control or input on such decisions. All trailers furnished by CARRIER shall meet the specifications described and identified in the applicable Confirmation Sheet and shall be clean, dry and free of any defects or contaminating odor and must be suitable in all respects for the transportation of the property of CUSTOMER tendered to CARRIER. CARRIER represents and warrants that the trailers used to provide services under this AGREEMENT shall not have been used to transport garbage, hazardous waste, solid waste or toxic materials.

10) **COMPLIANCE WITH LAW.** CARRIER shall comply with all applicable DOT and FMCSA laws and regulations as well as any other federal, state, and provincial laws, regulations and ordinances applicable to the operations of a motor carrier. CARRIER represents and warrants that, by accepting tender of a shipment under this AGREEMENT, the time between time of tender and the delivery date designated by BROKER or shipper is reasonable and can be performed by CARRIER and its drivers without violating any speed, safety, hours of service, or other related regulations. CARRIER will promptly notify BROKER in the event that (i) any designated delivery date cannot be legally met due to compliance with federal regulations, or (ii) any accident, theft or other occurrence that impairs the safety of or delays the delivery of the shipment. CARRIER further represents and warrants that it shall ensure all equipment used to provide services under this AGREEMENT is compliant with each state law, including, but not limited to, all regulations and requirements under the California Air Resources Board's ("CARB") Transport Refrigeration Unit ("TRU"), Airborne Toxic Control Measure ("ATCM"), Truck and Bus Regulation and Greenhouse Gas regulation ("GHG"). If applicable, CARRIER agrees to implement and adhere to Customs Trade Partnership Against Terrorism ("CTPAT") security criteria applicable to highway carriers published at www.cbp.gov. CARRIER shall be liable for and agrees to indemnify, defend, and hold BROKER and its CUSTOMERS harmless for any penalties or other liabilities imposed upon BROKER and its CUSTOMER(s) as a result of CARRIER's use of equipment not compliant with any laws, statutes, regulations, or requirements, including but not limited to those set forth above. Upon BROKER's request, CARRIER shall provide proof of CARRIER's compliance with any such laws, statutes, regulations, or requirements.

11) **SAFETY & COMPLIANCE STATUS.** CARRIER shall maintain appropriate governmental authority during the term of this AGREEMENT. CARRIER shall immediately provide BROKER with written notification if, at any time, CARRIER's safety rating issued by any applicable authority is amended or changed to, or, in the case of an initial rating, is first assigned as "Conditional" or "Unsatisfactory". CARRIER shall also provide immediate written notice if it receives an out-of-service order issued by the DOT or any other governmental agency. In the event CARRIER receives notice of a "Conditional" rating or an out-of-service order, CARRIER shall provide BROKER with the corrective action plan CARRIER has implemented to correct the change in CARRIER'S safety rating. Upon such notice or if BROKER independently determines that CARRIER does not meet BROKER's qualifications as a CARRIER, BROKER may elect to take any action necessary at BROKER's sole discretion,

including, but not limited to, (1) cease using the services of CARRIER, or (2) immediately terminate this AGREEMENT. CARRIER agrees to immediately notify BROKER in the event that substantially all of the assets of CARRIER are sold or the CARRIER undergoes a change in control or ownership.

11) SANITARY FOOD TRANSPORTATION REQUIREMENTS. Where applicable, CARRIER shall comply with all laws and regulations governing the safe and secure transportation of food that will ultimately be consumed by humans or animals. CARRIER acknowledges and agrees that the temperature of the goods is a material condition of this AGREEMENT during the transportation of Food Shipments, as defined in the Food Safety Addendum. Where applicable, CARRIER shall comply with all laws and regulations governing the safe and secure transportation of food that will ultimately be consumed by humans or animals including, but not limited to, 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 (49 U.S.C. 5701 et seq.), and the U.S. Food and Drug Administration's Final Rule on the Sanitary Transportation of Human and Animal Food (21 C.F.R. § 1.900 et seq.), collectively (the "Food Safety Laws"). CARRIER agrees that food that has been transported or offered for transport, pursuant to this AGREEMENT, under conditions that are not in compliance with the customer's instructions as provided to CARRIER by the CUSTOMER, through BROKER or otherwise, will be considered "adulterated" within the meaning of the FD&C Act (21 U.S.C. §§ 342(a)(i)(4), 342(i)). CARRIER understands that adulterated shipments may be refused by the CUSTOMER, consignee or receiver upon their tender for delivery at destination, as set forth in the attached Food Safety Addendum, which is incorporated herein by reference and made a part hereof.

12) SUBCONTRACT PROHIBITION. CARRIER shall not re-broker, co-broker, subcontract, assign, interline, warehouse, or transfer the movement of shipments hereunder to any other persons or entity conducting business under a different operating authority, without prior written consent of BROKER. If CARRIER receives BROKER's consent, CARRIER shall maintain ANY AUTO or HIRED + SCHEDULED AUTO coverage pursuant to a written operating agreement with any carrier, subcontractor, or owner operator moving the shipment ("Subcontractor"). CARRIER shall ensure that any Subcontractor complies with the terms of this Agreement, any CUSTOMER specifications, and applicable DOT regulations. If requested by BROKER, CARRIER shall provide information regarding each Subcontractor within 24 hours of BROKER's request. Additionally, CARRIER's liabilities and obligations under this Agreement will supersede any conflicting language in any agreement between CARRIER and Subcontractor. It is expressly understood that CARRIER's violation of this Section shall be deemed a material breach of this AGREEMENT and shall nullify any limitation of liabilities or damages afforded CARRIER in this AGREEMENT or otherwise. If CARRIER breaches this provision, BROKER, may in its sole discretion, pay 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 this AGREEMENT. Whether CARRIER obtains BROKER's consent or not, CARRIER shall be liable to BROKER or any third party, including the CUSTOMER, shipper, consignee or any third-party payor, for any and all liabilities for losses, damages or delays resulting in any way from the actions of the Subcontractor.

13) INSURANCE. During the term of this AGREEMENT, CARRIER shall procure and maintain, at its sole cost and expense, the following minimum insurance coverages with properly licensed and reputable insurance companies.

(a) Commercial Automobile Liability Insurance covering all vehicles utilized by the CARRIER with the minimum combined single limit for bodily injury, death and property damage of \$1 million per occurrence (or additional coverage as necessary pursuant to the Confirmation Sheet or 49 CFR Part 387) covering all vehicles used by CARRIER in performing the services set forth in this AGREEMENT.

(b) Motor Truck Cargo Legal Liability Insurance in an amount equal to the full value of the property to be transferred by CARRIER under this AGREEMENT, but in no event less than \$100,000 per occurrence. Such cargo liability policy must include coverage for unattended vehicles and shall have no other exclusions or restrictions of any type that would foreseeably preclude coverage related to any cargo loss, damage, or delay claim. In no event shall a rejection of any claim by the CARRIER's insurance alleviate the CARRIER's responsibility for full liability of loss. If CARRIER is transporting temperature-controlled loads, this insurance must contain an endorsement extending coverage to cargo loss or damage occurring due to malfunction of the temperature control equipment.

(c) Statutory Workers' Compensation Insurance as required by applicable state law. If CARRIER is not required to maintain such insurance and elects not to purchase such coverage, it shall execute the Workers' Compensation

Insurance Addendum, attached hereto. If CARRIER is self-insured, a certificate of the state of domicile must be furnished by such state agency directly to BROKER.

(d) Any other insurance or surety bond as agreed upon by CARRIER and BROKER from time to time to meet special insurance requirements of CUSTOMERS or as may be required under the laws, ordinances, and regulations of any governmental authority. At all times during the terms of this AGREEMENT, CARRIER shall comply with the financial responsibility requirements of federal, state, and provincial departments and agencies through which it is regulated and authorized to operate.

(e) Prior to performing services under this AGREEMENT, CARRIER shall furnish to BROKER written certificates obtained from CARRIER's insurance provider showing that the insurance coverages required in this AGREEMENT have been procured, are being properly maintained, stating the expiration date, and specifying that written notice of cancellation or modification of the policy shall be given to BROKER at least thirty (30) days prior to such cancellation or modification. CARRIER shall also send notification to BROKER upon the cancellation or modification of any insurance coverage. Upon request, CARRIER shall provide BROKER with copies of all applicable insurance policies. CARRIER's cargo and liability insurance shall comply with DOT requirements in all respects. BROKER reserves the right to determine the qualifications for the insurance company utilized by the CARRIER and may accept or reject the insurance company provided by the CARRIER at its sole discretion. The policy limits of an insurance policy shall not limit the amount for which the CARRIER is ultimately liable in any claim or action.

15) **INDEMNIFICATION.** To the maximum extent provided by law, CARRIER shall defend, indemnify and hold BROKER its affiliates, the respective directors, officers, employees, agents and representatives of each of the foregoing and its CUSTOMERS harmless from and against all losses, liabilities, damages, claims, judgments, fines, penalties, interest, costs or expenses, including reasonable attorney's fees arising from (i) CARRIER's or its employees, agents, or Subcontractors breach of this AGREEMENT (ii) loss or damage to any property in the possession and/or control of CARRIER or a Subcontractor, and (iii) the acts or omissions of CARRIER or its employees, agents, or Subcontractors.. CARRIER agrees that its obligation to defend, indemnify and hold harmless the BROKER and its CUSTOMERS from and against any and all claims and liabilities resulting from or arising out of transportation operations and services under this AGREEMENT shall survive any termination of this AGREEMENT.

16) **LIABILITY FOR CARGO CLAIMS.** CARRIER shall maintain sole and exclusive care, custody, and control of all shipments from the time the shipment is picked up by CARRIER for movement until delivery to the consignee accompanied by the appropriate delivery receipt signed by consignee as specified in this AGREEMENT. CARRIER assumes the liability of a common carrier under 49 U.S.C. §14706 for any loss, delay, damage to any shipments under CARRIER's care, custody, or control. CARRIER will process cargo claims in accordance with 49 CFR Part 370..

17) **SALVAGE CLAIMS.** CARRIER shall waive any and all right of salvage value or resale of any of a CUSTOMER'S damaged goods and shall, at BROKER's reasonable request and direction, promptly return or dispose, at CARRIER's cost, any and all of a CUSTOMER'S damaged and overage goods shipped by CARRIER. CARRIER shall not under any circumstance, without BROKER's prior written consent, allow a CUSTOMER'S goods to be sold or made available for sale or otherwise disposed of in any salvage markets, employee stores, or any other secondary outlets. In the event that the CUSTOMER or BROKER realizes any salvage value for damaged goods, CARRIER shall receive a credit for the actual salvage value of such goods.

18) **NO LIENS.** CARRIER shall have no right to assert any lien on or against any property transported under this AGREEMENT.

19) **NON-SOLICITATION COVENANTS.** CARRIER and BROKER agree that BROKER, at great expense and effort, has developed a broad base of CUSTOMERS 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 CUSTOMERS to CARRIER constitutes valuable consideration. During the term of this AGREEMENT and for a period of one (1) year after its termination, CARRIER shall not, directly or indirectly, solicit or provide transportation or warehousing services to any 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 and/or handling of property by CARRIER 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 or accepted by CARRIER upon inducement by CUSTOMER. If CARRIER should perform services of a transportation or warehousing nature for compensation for any 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 to the CUSTOMER, together with any and all costs of collection, including reasonable attorney fees, incurred by BROKER in enforcing this provision. BROKER shall identify its CUSTOMERS to CARRIER as each first load from each CUSTOMER is tendered to CARRIER. CARRIER's acceptance of the load will acknowledge that this new customer is a CUSTOMER.

20) **CONFIDENTIALITY.** CARRIER shall limit disclosure of all Confidential Information defined below in or related to this AGREEMENT, only to CARRIER's agents, employees, and Subcontractors involved in its execution and performance or who have a need to know the Confidential Information . Throughout the term of this AGREEMENT and for three (3) years thereafter, CARRIER specifically agrees to keep confidential all of BROKER's and its CUSTOMERS' technical and business information which CARRIER has received or may receive as a result of this AGREEMENT, CARRIER's rates and charges, the Rate Confirmation Sheets, and the performance thereof ("Confidential Information"), and not to reveal or to divulge any Confidential Information to third parties or to use or publish Confidential Information in any manner whatsoever, without obtaining BROKER's prior written consent; provided, however, that CARRIER shall not be bound to keep confidential any Confidential Information (i) which was known to CARRIER prior to the date of the applicable Rate Confirmation Sheets from sources other than BROKER or its CUSTOMERS (ii) which is, or becomes, available to the public without fault on CARRIER's part, or (iii) which is disclosed to CARRIER by a party not related, directly or indirectly, to BROKER or its CUSTOMERS, and such party has a rightful claim to such information. CARRIER shall only use BROKER's and its CUSTOMER'S technical and business information to provide the transportation and related services required under this AGREEMENT and the Rate Confirmation Sheets. As set forth in Appendix A, in the section entitled INFORMATION SHARING PROHIBITION, CARRIER shall not share or distribute BROKER's rates, rate confirmations, communications or user login info or data from any of BROKER's technology platforms with any third-party. will not (a) share its login credentials to the Select Powered by _____ website (the "Select Site"), or to any BROKER website or application, with any third parties, (b) permit any access to the Select Site or any BROKER website or applications to any third-parties, and (c) share any content contained on the Select Site, or any BROKER website or application, either directly or indirectly with any third party.

21) **RESOLUTION OF DISPUTES.** The parties desire that the provisions of this AGREEMENT will have precedence over any federal or state provisions governing or dealing with the specific provisions of this AGREEMENT. The parties agree that pursuant to 49 U.S.C. § 14101(b)(1) they expressly waive only those rights and remedies under the Interstate Commerce Commission Termination Act and Interstate Commerce Act as amended, and regulations promulgated thereunder, including Part B of Subtitle IV Interstate Transportation, 49 U.S.C. § 13101, et seq., (the "Acts") that conflict with the provisions of this Agreement. No Party shall challenge any provision of this AGREEMENT on the ground that any such provision or provisions violates the waived rights and remedies under the Acts. To the extent not governed by applicable federal law, the laws of the State of Arizona will govern the validity, construction, and performance of this Agreement. All controversies, claims, suits, actions, or proceedings arising hereunder shall be adjudicated in the state and federal courts located in Maricopa County, Arizona and the parties expressly waive any objection thereto on the basis of personal jurisdiction or venue.

22) **ENTIRE CONTRACT.** The provisions contained in this AGREEMENT properly express and memorialize the complete understanding and agreement between the parties, including those contained in all prior agreements, both verbal or written, and there are no other agreements or understandings between the parties, express or implied, except as set forth herein.

23) **LOGO/TRADEMARK.** CARRIER shall not use the name, logo, trademarks or trade names of BROKER in publicity releases, promotional material, customer lists, advertising, marketing or business generating efforts,

whether written or oral, without obtaining BROKER's prior written consent, which consent shall be given at BROKER's sole discretion.

24) CAPTIONS. The descriptive heading of the sections and subsections of this AGREEMENT are for convenience only and do not constitute a part of this AGREEMENT nor do they affect this AGREEMENT's construction or interpretation.

25) AMENDMENTS. This AGREEMENT may not be modified or amended except by a subsequent written amendment signed by both parties. The AGREEMENT may not be modified by "course of performance," "course of dealing," "usage of trade" or in any other manner than as described.

26) WAIVERS. No provision of this AGREEMENT or any Confirmation Sheet shall be waived by any party unless such waiver is in writing and executed by an authorized representative of the party against whom such waiver is sought to be enforced. Waiver by either party of any failure to comply with any provision of this AGREEMENT by the other party shall not be construed as or constitute a continuing waiver of such provision of a waiver of any other breach of or failure to comply with any other provision of this AGREEMENT.

27) ASSIGNABILITY. CARRIER is expressly prohibited from assigning any of their rights or delegating any of their obligations under this AGREEMENT to any third parties (such as sub-haulers, sub-brokers and any other form of substituted person or entity), unless the express written consent to such assignment or delegation is first obtained from the other party. Any assignment of this AGREEMENT or any Rate Confirmation Sheets, in whole or in part, by CARRIER without the prior written consent of BROKER shall be void and of no effect. BROKER, in its sole discretion, may assign this Agreement to a parent, subsidiary, or affiliate. Affiliate is defined as a party controlling, controlled by, or under common control with BROKER.

28) ELECTRONIC AND FAX COMMUNICATIONS. During the term of this AGREEMENT, the parties anticipate that they will exchange materials and information in electronic form (collectively "Electronic Materials") either through the other party's websites, e-mail other electronic means (collectively "Electronic Connections") and via fax. BROKER and its affiliates take reasonable steps to protect Electronic Materials resident on its networks, stored in its electronic media, or available on its websites, and take reasonable steps to prevent harm arising from Electronic Connections. Due to the nature of Electronic Connections and the Internet, BROKER and its affiliates do not provide, and expressly disclaim, any warranty (i) that Electronic Materials received by the CARRIER will be free of computer viruses or (ii) that Electronic Connections with the CARRIER will be free from harmful effects. It is the CARRIER's responsibility (i) to take reasonable steps to protect Electronic Materials resident on its networks, stored in its electronic media, or available on its websites, (ii) to take reasonable steps to prevent harm arising from Electronic Connections, and (iii) to perform any anti-virus scanning, data backup, security, and other precautions reasonably necessary to safeguard against computer viruses, worms, and other intrusive or damaging code (collectively "Computer Viruses") and other threats posed by Electronic Materials and Electronic Connections. Under no circumstances will BROKER or its affiliates be responsible for, and CARRIER hereby waives and releases BROKER and its affiliates from, any liability for any loss or damage caused by Computer Viruses, the CARRIER's receipt of Electronic Materials from BROKER or its affiliates or Electronic Connections between BROKER and its affiliates and the CARRIER.

29) BINDING EFFECT. This AGREEMENT shall be binding upon CARRIER and CARRIER's successors and assigns. and shall inure to the benefit of the parties and their representatives, successors and authorized assigns. CARRIER and BROKER acknowledge and agree that CUSTOMERS are intended third-party beneficiaries to this AGREEMENT and are entitled to the rights and benefits hereunder and may enforce the provisions hereof as if it were a party hereto.

30) SEVERABILITY. If any provision of this AGREEMENT is determined by a court of competent jurisdiction to be contrary to the laws or regulations of any applicable jurisdiction, then such invalid provision shall be severed from this AGREEMENT; however, such determination shall not affect the validity of any other provisions of this AGREEMENT.

31) AUTHORITY OF REPRESENTATIVES TO BIND PARTIES. It is agreed and warranted by the parties that the persons signing this AGREEMENT respectively for CARRIER and BROKER are authorized to do so. No further proof of authorization is or shall be required.

32) COUNTERPARTS. This AGREEMENT may be executed in any number of identical counterparts and each such executed counterpart shall be deemed a duplicate original hereof.

33) INTERPRETATION. The language used in all parts of this AGREEMENT shall be construed, in all cases, according to its fair and plain meaning. The parties acknowledge that each party and its counsel have had an opportunity to review this AGREEMENT, and that any rule of construction to the effect that ambiguities are to be resolved against the drafter of the agreement shall not be employed in the interpretation of this AGREEMENT.

34) NOTICES. Any notices required or permitted to be given under this AGREEMENT shall be in writing and shall be addressed to the other party at the contact information listed below, as updated from time to time.

Initial Here: _____.

[This section intentionally left blank.]

CARB COMPLIANCE SUPPLEMENT

Carrier warrants that, to the extent that any shipments tendered to Carrier by PIAGIUM LOGISTICS are transported on a highway within the State of California, it is in full compliance with 17 CCR §§ 95300-95312, and that all 53 foot trailers, including both dry-van and refrigerated equipment, and the equipment used to haul them within California are in compliance with the California Air Resources Board (CARB) heavy Duty Vehicle Greenhouse Gas (Tractor-Trailer GHG) Emission Reduction Regulations. The Carrier further warrants that:

(a) All refrigerated equipment it operates within California under this agreement is in full compliance with the California Air Resources Board (CARB) Transport Refrigerated Unit (TRU) Airborne Toxic Control Measure (ATCM) in-use regulations.

(b) All tractors and 53-foot dry van and refrigerated trailers it operates within California are equipped with low rolling resistance (LRR) tires and aerodynamic technologies; and,

(c) If Carrier is hauling to California's ports or rail yards, Carrier is in compliance with California Drayage Truck Regulation 13 CCR 2027 (2007 or newer engine) and with the requirements of individual ports. Carrier is registered with the ARB Drayage Truck Registry.

Carrier shall be liable to Broker for any penalties, or any other liability, imposed on, or assumed by Broker due to penalties imposed on any CUSTOMER due to Carrier's use of non-compliant equipment.

Initial Here: _____.

[This section intentionally left blank.]

WORKERS' COMPENSATION INSURANCE ADDENDUM

CARRIER hereby represents and warrants that, under the workers' compensation laws of the state of _____, it does not have any employees subject to Workers Compensation insurance and is not required to purchase such insurance. CARRIER also represents and warrants that it has elected not to purchase Workers Compensation insurance. If CARRIER becomes subject to compliance with Workers Compensation laws or elects to comply with said laws, it shall immediately provide BROKER a Workers Compensation insurance certificate evidencing compliance. CARRIER understands that it is required to maintain adequate workers compensation coverage and that CARRIER assumes full responsibility for any injury.

Initial Here: _____.

[This section intentionally left blank.]

FOOD SAFETY MODERNIZATION ACT (FSMA)

FOOD SAFETY BEST PRACTICE PROCEDURES - CARRIER RESPONSIBILITIES

- Carrier (driver) must ensure equipment meets shipper's specifications and is appropriate to prevent the food from becoming unsafe.
- Carrier (driver) must pre-cool each mechanical refrigerated cold storage compartment as specified by the shipper (at least 20 minutes continuous and set for the lowest temperature required for the product to be loaded) before offering it for transport of food requiring temperature control. The only exception shall include a "drop and hook" situation where Carrier is picking up an interchanged trailer loaded and ready for transport.
- Carrier (driver) must verify temperature of the product at time of loading. If driver is not allowed on dock, notify Broker and verify temperature after leaving the dock and before the trailer doors are closed.
- Carrier (driver) must verify the refrigeration thermostat is set to Shipper's specified temperature in "continuous mode" as noted on Bill of Lading. Failure to maintain specified temperatures, whether human error or mechanical breakdown is the responsibility of the Carrier (driver) and will be held liable for all claims.
- Carrier (driver) will follow shipper or loader's instructions for segregation of goods. If Carrier (driver) fails to follow shipper or loader's instruction Carrier (driver) is liable for cross contamination.
- Carrier (driver) will seal or verify installation of the seal and note the seal # on the BOL.
- Carrier (driver) will put their own padlock on the door for additional security.
- Carrier (driver) will check trailer temperature and thermostat setting at least every four (4) hours during transit. This data must be documented. This record must include the date, time, set point and temperature. This information must be turned in with your paperwork/BOLs.
- Carrier (driver) must report any and all refrigeration unit malfunctions and breakdowns to Broker while in transit.
- Carrier (driver) must report any delays at receivers when trailer doors are open and no progress in the unloading process is being made.
- Carrier (driver) should report to Broker if receiver is unloading temperature-controlled product in a non-temperature-controlled environment.
- If a Carrier (driver) becomes aware of a possible material failure of temperature control or other conditions that may render the food unsafe, he must notify Broker immediately. The food must not be sold or otherwise distributed until it is determined by a "qualified person" that the temperature deviation or other condition did not render the food unsafe.
 - (a) Definition of "Qualified Person or Qualified Individual" is someone who is qualified by training or experience to make such a determination. He/she should have a scientific understanding of how temperature deviation could affect the growth of pathogens or production of toxins in food.
 - (b) Carrier (driver) must provide verifiable data as proof of temperature integrity inside the trailer compartment while in-transit upon request from consignee or Broker. Failure to do so may result in complete liability and responsibility for any resulting claim for product refused.
- Carrier (driver) must report to dispatcher and Broker any temperature issues or concerns as they develop at the Receiver, including but not limited to temperature deviation +/- 5 degrees.
- Carrier (driver) must report to dispatcher and Broker any O.S. & D. issues immediately.

WASHING AND SANITIZING TRAILERS

- All transportation equipment must be maintained in such sanitary condition, by washing and sanitizing the trailers on a regular schedule, for their intended use to prevent food from becoming unsafe.

INSPECTION OF EQUIPMENT

When the equipment is empty inspect your trailer for cleanliness including:

- Inspect overall trailer condition
- Ensure floor is free of debris, product residue, or insects
- Ensure walls are free of damage, product residue, or tape
- Ensure ceiling is undamaged
- Confirm air delivery chute is intact and functional
- Confirm door seals are intact & in good repair
- Confirm door(s) are undamaged
- Confirm walls & wall insulation is undamaged
Confirm floors are in good repair

The inspection of the transportation equipment is to ensure that it does not cause the food that it transports to become unsafe.

Vehicle and transportation equipment must be stored in a manner that prevents incursion or harborage of pests or becoming contaminated in any manner that could result in food becoming unsafe.

*When a CUSTOMER and/or BROKER requests confirmation of recent washout or sanitizing of transportation equipment, Carrier (driver) is required to provide the appropriate documents.

CLEANING GUIDE

As a cleaning guide, CARRIER (driver) must inspect trailer, broom sweep as necessary and remove all debris. Any dry material unable to be swept from trailer must be washed out with water. If the presence of blood and/or other residue or stains in the trailer or objectionable odor is apparent, the equipment must be washed out with hot soapy water and refrigeration unit should be operated at 65 degrees to allow the interior to dry thoroughly prior to loading.

I have read and understand all of the information in this document. All CARRIER personnel have been trained; documentation can be provided and will ensure full compliance with Sanitary Transportation of Human and Animal Food regulations.

Initial Here: _____.

[This section intentionally left blank.]

INFORMATION SHARING PROHIBITION

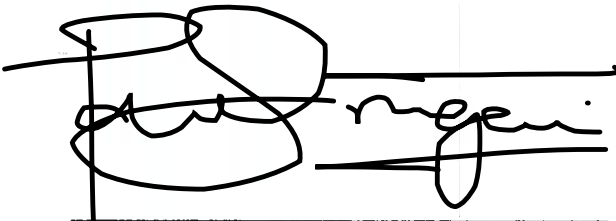
CARRIER shall not share or distribute BROKER's rates, rate confirmations, communications or user login info or data from any of BROKER's technology platforms with any third-party. CARRIER, as provided in Section 20 of this AGREEMENT, will not (a) share its login credentials to the Select Powered by _____ website (the "Select Site"), or to any BROKER website or application, with any third parties, (b) permit any access to the Select Site or any BROKER website or applications to any third-parties, and (c) share any content contained on the Select Site, or any BROKER website or application, either directly or indirectly with any third party.

2022	
PIAGIUM LOGISTICS LLC Accessorial Charges	
General Terms and Charges	
Detention w/ Power	2 hours free time, \$50 per hour for each hour thereafter with a maximum charge of \$300 per day. Applies to all loading and unloading stops as well as OS&D issues.
Detention w/o Power (TRAILER)	\$50/day
Truck Ordered Not Used (TONU)	Loads cancelled within 4 hours of scheduled pickup are subject to a charge of \$150.
Fuel Surcharge	N/A-all in rate includes linehaul and fuel compensation
Layover	\$100 per day for a single driver, \$200 per day for a team.
Load/Unload	SL&C and consignee unload. All lumping reimbursements must be submitted with proof of lumping receipt from load/unload location.
OS&D	All claims will be filed and processed in accordance with 49 CFR Part 370. Carrier shall be liable for cargo loss and damage in accordance with federal law (49 U.S.C. § 14706) with respect to all shipments.
Out of Route Miles	\$0.00 per mile (PC Miler Practical)
Payment Terms	Payment will be issued within 30 days of delivery date with all load documentation provided <u>including valid Proof of Delivery.</u>
Proof of Delivery	Every effort must be made to provide a signed BOL. When a BOL is not available for any reason, a satellite POD or other proof must be provided. Lack of a BOL or POD required in order for _____ to receive timely payment from Customer, may result in delay of payment to Carrier until such time as an acceptable POD is presented allowing _____ to receive payment.
Redelivery/Reconsignment	When a shipment is tendered for delivery and through no fault of the carrier the original delivery cannot be accomplished, a charge of \$1.00 per mile, min. of \$50 plus applicable detention.
Stops in Transit	\$50 / stop unless specified at load negotiation otherwise with rate confirmation
Toll Surcharge	Carriers are responsible for tolls
	You acknowledge the terms and accessorial charges above unless indicated otherwise in writing by an authorized manager of _____.

Initial Here: _____.

IN WITNESS WHEREOF the parties have executed this **AGREEMENT** on the date written at the top of this **AGREEMENT**.

PIAGIUM LOGISTICS
2302 PIZARRO LANE # 2302
VIERA, FL, 32940



Signature:

Title: BUSINESS DEVELOPMENT MANAGER & CEO

Carrier Name: _____
Address 1: _____
Address 2: _____
City: _____, State: _____, Country: _____, Postal Code: _____
Email: _____

Carrier Signed:

First Name: _____ Last Name: _____

Date: _____

Carrier Capacity Sheet

Carrier Name: _____

Physical Address: _____

City: _____ ST: _____ Zip: _____

Remit-to Address: _____

City: _____ ST: _____ Zip: _____

Contact Names: _____

Toll Free Number: _____

Email Address: _____

Local Number: _____

Fax Number: _____

Tax ID #: _____ MC #: _____ DOT#: _____

In Service Date: _____

Equipment Type

Vans: _____ # Reefers: _____ # Flatbed: _____ # Step deck: _____

How many tractors does your company own: _____

Number of Vans: 48 x 102 _____ 53 x 102 _____

Number of Reefers: 48 x 102 _____ 53 x 102 _____

Are all Reefers compliant with the California Air Resources Board TRU regulations?
(Y__N__)

Other Equipment:

Drop Trailer Capacity: (Y__N__)

Do you have a yard that can trans load freight? (Y__N__) _____
Location

Are your trucks satellite equipped? (Y__N__)

Do you work with a factoring company? (Y__N__) _____
Factoring Company

Will your company request advances for fuel or accessories? (Y__N__)

Will you be participating in direct deposit? (Y__N__)

Freight Lanes Most Desired:

City/ State (Origin)	City/State (Destination)	Rate/Mile
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

REGION DESIRED

WEST COAST

SOUTH REGION

MID REGION

EAST COAST

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.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	Exempt payee code (if any) _____
	<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.	Exemption from FATCA reporting code (if any) _____
	<input type="checkbox"/> Other (see instructions) ▶ _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	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

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.