BROKER - MOTOR CARRIER AGREEMENT

This Broker/Carrier Agreement ("Agreement") is a legal agreement between the motor carrier entity that you represent ("you" or "Carrier") and Matus International, Inc. ("us" or "Broker") and governs Carrier's performance of services for Broker.

PLEASE READ THIS AGREEMENT CAREFULLY. BY ENGAGING IN ANY OF THE FOLLOWING ACTIONS, YOU, ON BEHALF OF YOURSELF AND THE CARRIER YOU REPRESENT, AGREE TO BE BOUND BY ALL TERMS AND CONDITIONS OF THIS AGREEMENT: (A) COMPLETING THE CARRIER REGISTRATION PROCESS WITH BROKER; OR (B) ACCEPTING ANY SHIPMENT, LOAD, OR FREIGHT TENDERED BY BROKER.

If you do not agree to the terms of this Agreement, you must not accept any shipments from Broker.

You represent and warrant that you possess the full legal authority to enter into this Agreement on behalf of the Carrier. The individual identified in the Carrier's registration shall be personally responsible for all obligations of the Carrier, and that individual and the Carrier shall be jointly and severally liable for all such obligations. You may not accept any shipment or agree to these terms if you are not at least 18 years old.

The purpose of this Agreement is to specify the terms and conditions under which Broker will engage Carrier to perform motor contract carriage and related services ("Carriage"), and under which Carrier will render such Carriage. Broker, under agreements with various shippers, consignees, and consignors ("Customers"), arranges for the transportation of shipments by motor carrier. Carrier agrees to perform transportation services for shipments that Broker obtains through its arrangements with such Customers. Carrier shall provide these transportation services in accordance with, and subject to, all terms and conditions set forth in this Agreement.

This Agreement incorporates by reference all policies and terms linked or otherwise referenced herein. This Agreement shall become effective upon the earliest of: (i) the date you complete your registration with Broker; or (ii) the date you accept your first shipment from Broker (the "Effective Date").

1. SCOPE OF AGREEMENT.

1.1 Broker is duly registered with the Federal Motor Carrier Safety Administration ("FMCSA") as a property transportation broker pursuant to 49 U.S.C. § 13904, licensed under USDOT No. 2461140.

1.2 This Agreement shall govern any and all shipments tendered to Carrier by Broker (or upon Broker's instructions), and accepted by Carrier, whether such shipments involve regulated or non-regulated property, in interstate, intrastate, or international transportation.

1.3 By accepting the terms of this Agreement, you are certifying that you are a Carrier duly registered with the Federal Motor Carrier Safety Administration ("FMCSA") as a for-hire motor carrier of property in interstate and foreign commerce pursuant to 49 U.S.C. § 13902.

1.4 All Carriage performed by Carrier under this Agreement shall be contract carriage within the meaning of 49 U.S.C. §§ 13102(4)(B) and 14101(b).

1.5 Broker and Carrier hereby expressly waive all provisions of Chapters 137 and 147 and any other provisions of Subtitle IV, Part B of Title 49, United States Code with respect to Broker and any shipper for which Carrier is providing Carriage, to the extent that such provisions are in conflict with express provisions of this Agreement. The parties do not, however, waive the provisions of that subtitle relating to registration, insurance, or safety fitness. Carrier authorizes Broker to effectuate the foregoing by agreement with any shipper.

1.6 Carrier shall transport all accepted loads on equipment owned by or permanently leased to Carrier; provided, however, that Carrier may arrange for another authorized motor carrier to perform the transportation only with Broker's prior written consent. In such event, Carrier shall remain fully responsible for all obligations under this Agreement, including compliance with applicable laws, payment of all charges, and indemnification of Broker. Carrier shall not utilize substituted rail or other services without Broker's prior written approval. All services performed by Carrier, or any authorized carrier engaged by Carrier with Broker's consent, shall be deemed to be that of a contract carrier by motor vehicle within the meaning of 49 U.S.C. §§ 13102(4)(B) and 14101(b), subject to all terms and conditions hereunder, and unless otherwise specifically agreed in writing, this Agreement shall apply to all such services.

2. NO MINIMUM VOLUME AND NON-EXCLUSIVITY.

Broker is not required to purchase any services exclusively from Carrier or any specified amount of services from Carrier and Carrier is free to provide services to third parties.

3. INDEPENDENT CONTRACTOR.

3.1 Carrier is an independent contractor, and not an employee, agent, or principal of Broker. Carrier's employees and agents, including the driver or drivers transporting freight, are not the employees or agents of Broker, Broker will not be liable for any wages, fees, payroll taxes, assessments or other expenses relating to employees or agents of Carrier. Broker does not control or have the right to control the Carrier, its employees, agents, drivers, or any person or entity associated with the Carrier or the means or methods used by Carrier to perform the Carriage. Without limiting the foregoing, Broker shall not and does not: (i) dictate, prescribe, or control the route, driving hours, speed, stops, or methods of operation for any driver or vehicle; (ii) direct the hiring, supervision, discipline, or discharge of any driver or other personnel employed or engaged by Carrier; (iii) select, assign, or control the equipment or vehicles used by Carrier; (iv) control the day-to-day management of Carrier's operations; or (v) require Carrier to perform services exclusively for Broker. Carrier acknowledges and agrees that Broker's role is limited solely to that of a freight broker arranging for transportation, and that Broker has no operational control over Carrier's performance of Carriage. In any proceeding in which Broker's liability is at issue based on an alleged employment, agency, or joint-venture relationship with

Carrier or its drivers, Carrier shall cooperate fully with Broker's defense and shall provide all relevant records, testimony, and documentation.

3.2 Broker at all times will act as an independent contractor, and not an employee, agent, or principal of its Customers. Notwithstanding the foregoing, Carrier authorizes Broker to enter into arrangements with any Customer that waive Subtitle IV, Part B of Title 49, consistent with Section 1.4 of this Agreement and to commit Carrier to any other terms and conditions that are consistent with this Agreement.

4. TERM

This Agreement will remain in full force and effect until terminated by Broker. Broker may terminate this Agreement at any time, in its sole discretion, with or without cause. Upon termination, Carrier's account and right to accept shipments from Broker will immediately cease.

5. RATES, CHARGES, AND PAYMENT TERMS.

5.1 The rates for transportation, including all accessorial charges and fuel charges, are set forth in a Rate Confirmation, as described more fully below. No shipment tendered to Carrier under this Agreement will be subject to rates or charges set forth in any tariff or rate schedule maintained by Carrier.

5.2 Shipments accepted by Carrier will be subject to Broker's Rate Confirmation, which may be provided to Carrier electronically. Carrier's acceptance of a shipment acknowledges Carrier's acceptance of the rates and charges under the Rate Confirmation.

5.3 The Rate Confirmation also sets forth certain terms, conditions and business rules for specific services, to the extent applicable.

5.4 Invoices:

a. As a condition precedent to payment, Carrier must provide to Broker electronically an invoice that contains:

(1) proof of delivery;

(2) the bill of lading or receipt;

(3) documentation of any damage or delay.

b. Carrier must submit invoices to Broker within sixty (60) days of delivery. If Carrier fails to submit invoices within the established time frame, Carrier's right to recover such charges will be lost.

c. Broker will invoice shippers for Carrier's freight charges and Broker's commissions or other fees, and take necessary measures to collect such invoices.

5.5 Payment:

a. Unless alternative terms are agreed to between the parties with respect to a particular shipment, Broker will pay Carrier all uncontested amounts within thirty (30) days of receipt of invoice and required documentation (as outlined in Section 5.4(a)), so long as it has received payment from the shipper.

b. Payment by Broker will not impede its rights to challenge such payment subsequently in the event of loss or damage, new information, or a change in circumstances.

c. Broker may withhold payment or offset payment against any charges owed to account for violation of any provision of this Agreement, or for claims for loss, damage or delay. For the avoidance of doubt, loss, damage or delay will include claims for which shipper is permitted to reject a shipment even if damage to the shipment has not been proven, such as, for example, failure to maintain prescribed temperature control for the duration of the trip, or any seal breach. If Broker exercises its right to withhold payment or offset a payment, Carrier will not be entitled to recover from Broker's bond for such payment.

5.6 Claims for transportation charges will be subject to 49 U.S.C. § 14705.

1.1 Carrier will seek payment only from Broker and will not seek payment directly from shipper or consignee. To the extent Carrier has any right to recover from any party other than Broker under a bill of lading or at common law, Carrier hereby expressly waives that right.

6. CARRIER'S OBLIGATIONS.

6.1 Carrier represents and warrants the following:

a. Carrier represents that it has a safety fitness rating of "Satisfactory" or "Unrated" from the FMCSA and warrants that it will immediately notify Broker if it has a change in its safety fitness rating, enters into a corrective action plan with the FMCSA, or at any point becomes not authorized for interstate carriage by the FMCSA.

b. Carrier is an operator of commercial motor vehicles and/or a motor carrier, authorized to provide the transportation of goods under contracts with shippers and receivers and/or brokers of materials, wares, merchandise and general commodities.

c. Carrier's Compliance, Safety and Accountability scores from the FMCSA are below the intervention threshold for each category of assessment and will remain so throughout the Term. Carrier shall perform Carriage promptly and efficiently and in accordance with the terms of this Agreement, including the terms of any Rate Confirmation (as described in Section 5, Rates, Charges, and Payment Terms) and any other document linked to or otherwise referenced herein, all of which are attached and incorporated by reference.

d. Upon registering with Broker, Carrier shall provide Broker: (i) a copy of Carrier's FMCSA Operating Authority; (ii) a completed W-9 form; and (iii) proof of insurance as described in Section 9 (Insurance and Bond) below.

e. Shipments hereunder may not be subcontracted or otherwise transported or interlined by any other motor carrier, broker, contractor, subcontractor (excluding independent drivers for Carrier), or in "substituted service" by railroad or other modes of transportation, without Broker's prior written consent. Any such subcontracting, with or without notice and consent, shall not affect Carrier's responsibilities or liabilities to Broker under this Agreement.

f. Carrier represents and warrants that any time it transports a shipment it will have and maintain operating authority from the FMCSA, or its predecessor or successor agencies, as a for-hire motor carrier to transport general commodities in interstate commerce and shall have and maintain all operating authority, registrations, and licenses that are required by law to perform Carriage in each jurisdiction in which Carrier performs Carriage.

g. Carrier represents that Carrier's current safety rating issued by the FMCSA is not "Unsatisfactory," and that Carrier is not subject to an out of service order or otherwise prohibited from providing service in accordance with applicable laws, rules and regulations. Carrier shall notify Broker immediately in the manner prescribed in Section 17 (Notice) if it receives any of the following:

(1) a lapse in its authority for any reason;

(2) a "focused review" from the FMCSA or any other audit;

(3) a Motor Carrier Safety Rating of "Conditional" or "Unsatisfactory."

h. Carrier shall comply with all applicable law, including federal, state and local statutes, rules and regulations, now existing or hereinafter enacted. Carrier shall be responsible for ensuring compliance with those customs and security laws that are applicable to motor carriers transporting goods either domestically in the United States or for import or export from or to the United States.

i. Equipment

(1) Carrier shall, at its cost, furnish motor vehicles and equipment as may be necessary and suitable to safely perform Carriage hereunder.

(2) Carrier shall maintain all equipment used by it hereunder in good, safe, clean and lawful operating condition at all times. Trailers must be inspected every three months, and Carrier must be able to provide proof of inspection of the trailer upon demand. Carrier's equipment shall be odor-free, dry, and free of contamination and infestation. No trailer or other vehicle which transports cargo under this Agreement may have been used to transport refuse, garbage, trash or solid or liquid waste of any kind whatsoever, whether hazardous or non-hazardous, or any toxic, noxious or odiferous substances.

(3) As between Broker and Carrier, Carrier is responsible for the operation of the equipment, actions of the driver and any other

personnel associated with the transportation of freight, securement or any other aspect of actions related to Carriage hereunder.

(4) Carrier represents and warrants that it shall ensure all equipment that it uses to provide services in or through the State of California under this Agreement is compliant with California 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. Carrier shall be liable for and agrees to indemnify Broker and its customer(s) for any penalties or other liabilities imposed upon Broker and its customer(s) as a result of Carrier's use of equipment found to be noncompliant with any laws, statutes, regulations, or requirements, including but not limited to those set forth above.

(5) In no case shall Broker or Customer be liable to Carrier for loss or damage to Carrier's equipment sustained while performing transportation services under this Agreement unless such loss or damage is directly attributable to the gross negligence or willful misconduct of Broker or Customer.

j. Each driver utilized by Carrier to provide Carriage under this Agreement shall hold a valid interstate Commercial Drivers' License ("CDL") and shall otherwise meet all of the physical, training and other legal qualifications for commercial motor vehicle drivers. Carrier represents and warrants that: (i) each driver is medically certified as physically qualified to operate a commercial motor vehicle in accordance with 49 C.F.R. Part 391 and holds a current medical examiner's certificate at the time of each trip; (ii) each driver is in full compliance with the Hours of Service ("HOS") regulations under 49 C.F.R. Part 395 at the time of dispatch and throughout the duration of each trip, and no driver shall operate a vehicle in violation of applicable HOS limitations; (iii) Carrier has conducted a motor vehicle record ("MVR") check on each driver within the preceding twelve (12) months and no driver has a disqualifying violation under applicable FMCSA regulations; and (iv) no driver assigned to perform Carriage hereunder is subject to any out-of-service order, license suspension, or revocation at the time of dispatch. Carrier shall maintain records of all driver qualifications, HOS logs, medical certificates, and MVR checks for a minimum of three (3) years and shall make such records available to Broker upon request. Carrier's failure to maintain or provide such records shall constitute a material breach of this Agreement.

k. Carrier shall ensure that each driver utilized by Carrier is subject to drug and alcohol testing as required by law, including pre-employment, random, post-accident, reasonable suspicion, return-to-duty, and follow-up testing as mandated under 49 C.F.R. Part 382. Carrier shall not assign any driver to perform Carriage under this Agreement who has tested positive for drugs or alcohol and has not successfully completed the return-to-duty process. Carrier shall maintain all drug and alcohol testing records as required by law and shall make such records available to Broker upon written request.

l. Carrier will comply with pickup and delivery times as specified by shipper. Additional costs or expenses for failure to comply, including detention and redelivery expenses, will be at Carrier's risk and expense. Additionally, Carrier will follow any instructions provided by shipper or Broker pertaining to the shipment, including a request to safely dispose of the shipment either during transportation, or following a rejected shipment.

m. Carrier shall supply all necessary load securement devices, secure the load, and provide any other accessories necessary to transport shipper's freight lawfully and safely. When any part of a load has been secured by any party other than Carrier, Carrier shall inspect, and as necessary, correct, the load securement to ensure compliance with all applicable laws and regulations.

n. Carrier will affix a seal to each shipment before departure from the origin.

o. In the event of an alleged or actual product contamination issue or claim or investigation regarding same, Carrier will fully cooperate by making the subject trailer available for inspection, not altering the condition of the trailer, and providing records and documents pertaining to the trailer's prior use and maintenance.

p. In the event of a mechanical breakdown, Carrier will notify Broker as soon as it is safe to provide notice. Carrier will follow Broker's instructions. If directed, Carrier will allow another Carrier to complete the transportation of the shipment. Carrier will be entitled to payment for the transportation, less the cost associated with having another carrier complete the transportation, any associated costs such as transloading, and any deductions made by the consignee on account of any issues associated with the shipment such as delay or failure to maintain temperature control.

q. Carrier shall secure any and all permits for any over-dimensional or overweight load. If Carrier does not already possess a permit such as a blanket permit that would cover a particular shipment, Carrier will notify Broker before transporting the shipment and, upon prior written consent, may bill Broker for the actual cost of any trip permits, or those costs for the use of any required escort vehicles, required to be obtained for that particular shipment. Carrier will notify Broker if a multi-use permit is available that may be more economical, and if granted permission by Broker, may bill Broker for the actual cost of such permit.

6.2 In addition to the other terms and conditions of the Agreement, to the extent that Carrier picks up or drops off goods at a port or intermodal terminal, the Carrier will, at its sole cost an expense:

a. Be a signatory to the Uniform Intermodal Interchange and Facilities Access Agreement (UIIA), and comply with the UIIA and all applicable addenda, at all times while providing Carriage under this Agreement;

b. Ensure that to the extent not covered by the UIIA, any Carrier interchange of equipment will be governed by an interchange agreement with the equipment provider;

c. Comply with all port or intermodal terminal requirements that may apply to the Carrier, including but not limited to having a Standard Carrier Alpha Code (SCAC), a Drayage Truck Registry (DTR) sticker, and radio frequency identification tags (RFID);

d. Comply with any scheduling or gate reservation system that may apply at any terminal or facility from which the goods are being picked up, and indemnify Broker and Customer against any costs incurred by Broker or Customer for failing to comply with such scheduling or reservation system;

e. Indemnify Broker or Customer for all demurrage, detention, and storage charges incurred by Broker or Customer for any late pickup or delivery by Carrier;

f. Utilize drivers that have Transportation Worker Identification Credential (TWIC) cards, to the extent required by the terminal.

7. BROKER OBLIGATIONS.

7.1 With respect to any cargo brokered by Broker under this Agreement, Broker is not the shipper, Broker does not own the shipper, is not owned by the shipper, and there is no common ownership of Broker and shipper, and Broker does not have material beneficial interest in the cargo.

7.2 Broker will not perform Carriage, issue bills of lading, arrange, pack, load or possess the cargo, or control the means or methods of the transportation. Broker is not engaged in the business of and will not act as a "Carrier," "Motor Carrier," or "Freight Forwarder," as those terms are defined under 49 U.S.C. § 13102, and Broker is not engaged in the business of and will not act as a "Rail Carrier" as that term is defined under 49 U.S.C. § 11706.

7.3 Broker shall pay Carrier for Carriage in accordance with Section 5 (Rates, Charges, and Payment Terms).

7.4 Broker will have and maintain broker authority from the FMCSA, or its predecessor or successor agencies.

7.5 Broker will comply with all applicable federal, state, and local laws and regulations pertaining to its services.

8. FREIGHT DOCUMENTATION.

8.1 Carrier will issue a bill of lading or receipt for all carriage performed under this Agreement. The bill of lading or receipt must show Broker as the bill-to party for freight charges, must not show Broker as the shipper, consignee or motor carrier, and must not show any entity other than Carrier as the carrier.

8.2 Within five (5) days after accepting tender of cargo for transport, Carrier will provide an electronic copy of the bill of lading for each completed shipment to Broker.

8.3 The terms of this Agreement take precedence over any conflicting terms contained in any bill of lading, receipt, tariff, or other transportation document issued for all shipments tendered by a shipper within the scope of Carriage, including with respect to claims between the shipper and Carrier.

8.4 With respect to Broker and shipper, any limitation of Carrier's liability for cargo loss, damage or delay (including any process, procedure, or time limitation related thereto), other than as set forth in Section 10 (Cargo Loss, Damage, or Delay), shall be null and void regardless of the source of such limitation. For example, limitations of liability in the bill of lading or receipt, tariff, service guides or other publications, or reference to classification are null and void.

8.5 Either party, at its option, may supply any document required by or referenced in this Section in either paper or electronic form, and any such version shall be sufficient for all purposes under this Agreement.

8.6 Carrier shall not insert “Matus” or “Matus International, Inc.” on any receipt, bill of lading, manifest, or other shipping document. In the event you do so, such insertion shall be deemed to be for your convenience, and shall not operate to alter Broker’s status as a broker, or the Carrier’s status as the responsible Carrier.

9. INSURANCE AND BOND.

9.1 Broker shall maintain a surety bond/trust as required by federal law (currently governed by 49 CFR 387.307).

9.2 Carrier shall maintain the following insurance:

a. workers’ compensation insurance on all employees, as required by applicable state law,

b. automobile liability insurance with limits of liability of not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage,

c. cargo insurance to cover damage to or loss of cargo in the amount of $100,000 per occurrence, and

d. general liability insurance with limits of liability of not less than $1,000,000 per occurrence.

9.3 Carrier’s insurance must:

a. cover the entire geographic scope in which the Carrier will operate under this Agreement and, as applicable, be “Broad Form.”

b. be issued by an insurance company rated BBB or better by A.M. Best.

c. name Broker as an additional insured on all insurance policies (except Worker’s Compensation) required hereunder.

d. be primary and noncontributory with any insurance coverage Broker or shipper may have.

9.4 Carrier's cargo insurance policies shall not exclude coverage for infidelity, fraud, dishonesty or criminal acts of Carrier's employees, agents, officers or directors or for unattended vehicles, breakdown or failure of mechanical refrigeration equipment, or any products transported hereunder. If its policy contains such exclusions, Carrier shall obtain and furnish a surety bond or endorsement to its policy providing such coverage to Broker’s satisfaction.

9.5 Carrier will cause its insurance company or broker to issue a certificate on the “Acord” form providing as much advance notice of cancellation or modification of such insurance to Broker as the certificate will allow.

9.6 Notwithstanding the foregoing, if Carrier meets all applicable federal requirements, Carrier may self-insure if such self-insurance is to Broker’s satisfaction.

9.7 Nothing contained herein shall be construed to limit Carrier's liability to the insurance limits set forth above.

9.8 Carrier will not be entitled to the benefit of any insurance obtained by Broker or shipper.

10. CARGO LOSS, DAMAGE, OR DELAY.

10.1 Carrier shall maintain sole and exclusive care, custody, and control of all shipments from the time the shipment is tendered to Carrier for transportation until delivery to the consignee accompanied by the appropriate delivery receipt as specified in this Agreement. Carrier assumes the liability of a common carrier (i.e. Carmack Amendment liability under 49 U.S.C. §14706) for any loss, damage or delay, of any and all shipments while under Carrier’s care, custody, and control, except to the extent any such loss, delay, damage, or destruction is caused by acts of God, acts of public authorities, acts or omissions of Customer, its shippers, consignees, and consignors, or the inherent vice or nature of the cargo. Carrier’s liability under this Agreement for any cargo claims shall be the full invoice value of the property, plus any additional transportation cost or incidental expenses, warehousing costs, transportation costs, and all other assessorial charges on loss and damage claims that may be incurred by Broker or its Customer.

10.2 Carrier shall be liable for cargo loss, delay, damage and description in accordance with this Section 10, even if performing intrastate transportation.

10.3 In the event of an accident, Carrier will be responsible for securement, cleanup and disposal of cargo as directed by the applicable Customer. In the event of a missing, tampered with or broken trailer seal, Carrier will be, at the Customer's sole discretion, liable for partial or full loss or damage to Cargo without salvage, inspection or establishment of actual damages. In the event the trailer is impounded, Carrier authorizes the cargo owner or their designee to remove any cargo contained therein.

10.4 The party entitled to recover will be allowed nine months from the date of shipment delivery (or the date when delivery reasonably should have been made) to file a claim for cargo loss, damage or delay. Such party will be allowed two years and one day from the date of its written claim disallowance, in whole or in part, to commence litigation for cargo loss, damage or delay.

10.5 All claims for loss, damage or delay will be administered in accordance with Title 49 C.F.R. Part 370, except as expressly modified by this Agreement. Carrier must in good faith pay, decline or make a firm compromise of settlement within sixty (60) days after receipt of any cargo claim.

10.6 Carrier and Broker will cooperate with each other and with the Customer in investigating any cargo claims.

10.7 Except for shipments moved shipper's load and count:

a. Carrier is responsible for inspecting all shipments tendered prior to transport, determining whether a shipment is suitable for transportation, and sealing truckload shipments.

b. Acceptance of a shipment by Carrier hereunder will be certification of the quantity and condition that the shipment is properly loaded and secured, protected against potential damage or loss, and meets all criteria for safe and lawful transportation.

10.8 For the avoidance of doubt, whether or not a shipment is moved shipper's load and count , Carrier remains obligated to comply with federal regulations, including specifically without limitation, 49 CFR Parts 392 and 393.

11. INDEMNIFICATION.

11.1 To the greatest extent permissible by law, Carrier shall indemnify, defend, and hold harmless Broker and shipper from any Claims against or incurred by Broker or shipper arising out of or related to Carrier's Carriage under the Agreement:

a. for property damage of any kind (including environmental damage), except as covered by Section 10 (Cargo Loss, Damage, or Delay);

b. for personal injury or death of any person;

c. for negligent hiring of Carrier;

d. that Broker is an employer or joint employer of Carrier's personnel (including any independent contractors that may work with Carrier);

e. related to Broker having control over Carrier's operation or Carriage; or

f. caused or resulting from Carrier's actions or inaction.

11.2 As used in this Section:

a. "Claim" includes all claims, demands, obligations, charges, proceedings, actions, causes of actions, suits, liabilities, losses, damages, fines, judgments, penalties, fines, payments, costs and expenses (including reasonable legal fees)

b. References to Broker or shipper include their parent, subsidiaries and affiliates and their respective officers, agents, employees, successors and assigns.

12. NO LIEN.

Carrier shall have no lien, and hereby expressly waives its right to any lien, on any cargo or other property of Broker or its Customers.

13. NON-SOLICITATION.

13.1 For twenty-four (24) months following transportation of any shipment under this Agreement, Carrier shall refrain from soliciting freight business directly from the shipper of such shipment, unless Carrier had, in the six (6) months prior to the acceptance of this Agreement, performed transportation for that shipper directly, without the use of a broker.

13.2 A breach of subsection (a) will entitle Broker to a fee of fifteen percent (15%) of all money received from shipper by Carrier as liquidated damages for the commissions and/or compensation that Broker would have received if it had arranged for the movement of the freight.

14. CONFIDENTIALITY.

14.1 Except to the extent required by law, Carrier shall not disclose to third parties (other than to freight bill auditors, prospective capital providers, and outside professionals, if such parties agree to similar confidentiality terms) either the terms of this Agreement or any confidential or proprietary information Carrier learns about Broker or shipper in the course of performing Carriage under this Agreement, including but not limited to software, business methods, customer lists, or the rates, valuation, origin, destination and consignor or consignee identity for any shipment within the scope of the Carriage. Carrier acknowledges that all right, title, and interest in and to Broker's confidential information, including the right to produce, extract, or exhibit the confidential information to any third party and any intellectual property rights relating to the confidential information, exist in Broker only.

14.2 Carrier may not divulge nor use Broker's name, trademarks, or trade names, or those of its subsidiaries or affiliates, in any manner, especially advertising, without Broker's expressed written consent, which may be withheld in Broker's sole discretion.

15. RECORDS MAINTENANCE AND AUDIT RIGHTS.

For at least three (3) years after the term and for any additional period required by law, Carrier will maintain accounting and business records necessary to verify all services performed and fees or charges billed to Broker for the services. Broker (and its outside third party auditors) reserves the right to audit all such records, in all media including paper and electronic, at any time during normal business hours upon seven (7) days prior notice to Carrier. In the event Broker performs such audit or inspection and non-compliance or an overcharge to Broker is discovered, Carrier will immediately remedy such non-compliance or reimburse Broker for such overcharge, plus interest on such overcharge at the maximum rate permitted by law, as applicable. If the overcharge equals or exceeds 2% of the total fees or charges billed to Broker for the period subject to audit, Carrier will also immediately reimburse Broker for its audit or inspection costs, including accountant fees and travel expenses.

16. LIMITATION OF LIABILITY

EXCEPT AS OTHERWISE PROVIDED FOR IN THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES. NOTWITHSTANDING THE FOREGOING, THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO, AND SHALL NOT IN ANY WAY LIMIT OR REDUCE: (I) CARRIER'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 11 OF THIS AGREEMENT, INCLUDING ANY OBLIGATION TO INDEMNIFY, DEFEND, OR HOLD HARMLESS BROKER FROM CLAIMS FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE ARISING FROM CARRIER'S NEGLIGENCE OR WILLFUL MISCONDUCT; (II) ANY CLAIMS ARISING FROM CARRIER'S BREACH OF ITS INSURANCE OBLIGATIONS; OR (III) ANY CLAIMS ARISING FROM CARRIER'S INTENTIONAL MISCONDUCT OR FRAUD.

17. NOTICE

Any notice sent under this Agreement must be sent by a nationally recognized overnight courier with delivery confirmation and sent to:

For Broker:	For Carrier:
To: [******]	

Address: [******]
Email: [******]

Address: Carrier address/email address listed in Carrier's registration.

Notices shall be considered to have been received on the date of delivery confirmation, unless the notice is emailed in addition to being sent by overnight courier, in which case it will be deemed delivered on the date sent via email. Each party may change its designated contact, or update the contact information for such individuals, by notice to the other party.

18. No Use of Name.

Neither party may use the other's name, trademarks, or trade names, or those of its subsidiaries or affiliates, in any manner, especially advertising, without the other's expressed written consent, which may be withheld in such party's sole discretion.

19. Governing Law.

This Agreement will be governed by, construed and enforced in accordance with the laws of the State of Florida without regard for the conflict of law rules of any jurisdiction. Each Party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated by this Agreement.

20. Arbitration.

20.1 Any Claim arising out of or relating to this Agreement or in any way relating to the subject matter of this Agreement or the relationship between the Parties created by this Agreement ("**Arbitrable Claims**"), shall be settled by final and binding arbitration before a panel of three (3) arbitrators mutually agreed to by the Parties from a panel provided by the American Arbitration Association ("**AAA**") administered by and conducted under the Commercial Rules of the AAA, and judgment upon the award by the applicable arbitrators may be entered in any court having jurisdiction.

20.2 The arbitration will be conducted in Miami, Florida, or, if the Parties agree within five (5) days after the demand for arbitration, at such other mutually agreed upon alternative venue. The Parties agree that the arbitration award and record, and information and documents not otherwise in the public domain that are used at or in connection with any arbitration between the Parties, shall not be disclosed to third parties by the arbitrators or the Parties without the prior written consent of each Party. The Parties further agree that the arbitration and any discovery taken shall be conducted as promptly as possible.

20.3 Notwithstanding anything to the contrary, nothing in this <u>Section 20</u> shall prohibit a Party from instituting proceedings in a state or federal court with jurisdiction over the Parties to: (i) compel arbitration in accordance with this Agreement to arbitrate; (ii) obtain orders to require witnesses to obey subpoenas issued by the arbitrators; (iii) seek injunctive relief, including temporary and preliminary injunctive relief, related to the breach of the other Party's confidentiality obligations under this Agreement or under the law; or (iv) secure confirmation or enforcement of any arbitration award rendered pursuant to this Agreement to arbitrate. Once selected, all questions relating to the validity, interpretation and provisional remedies, pending completion of the arbitration, shall be determined by the arbitrators.

20.4 The arbitrators will have the power to award any legal or equitable remedy, including without limitation, specific performance, provided that the arbitrators shall adhere to the provisions of this Agreement for risk allocation and any shall strictly construe such limitations of remedies in accordance with applicable law.

20.5 Each Party shall bear all of its own fees and costs of participating in the arbitration (e.g., filing, attorney and expert witness fees) and shall share equally the costs of the arbitration, including the arbitrators, court reporter and hearing room fees; provided, however, that, subject to Section 16, the prevailing Party in such arbitration shall be entitled to have all of its attorneys' fees paid by the non-prevailing Party.

21. WAIVER.

No waiver of any right, power, or privilege hereunder shall be binding upon any party unless in writing and signed by or on behalf of the party against which the waiver is asserted.

22. ASSIGNMENT.

This Agreement shall be binding on, and shall inure to the benefit of, both parties as well as their respective successors and permitted assigns. Carrier may not assign, transfer, or delegate any or all of its rights or obligations under this Agreement unless prior written notice to Broker is provided and the assignment, transfer, or delegation is to a successor of all or substantially all of the assets of such party through merger, reorganization, consolidation or acquisition. No assignment shall relieve Carrier of any of its obligations hereunder.

23. SHIPPER-SPECIFIC TERMS.

The terms of this Agreement apply to all shipments under this Agreement. Any terms that apply only to a particular shipper, a particular shipment or type of shipment, or any other differentiating factor, will be provided separately to Carrier before any shipment to which it applies. Carrier's performance of Carriage after receiving such terms will signify acceptance of such additional terms.

24. pRIORITY OF DOCUMENTS.

24.1 The terms of this Agreement, and any amendment hereto, will be interpreted, to the furthest extent possible, to be compatible with each other. In the event of a direct irreconcilable conflict, the following order of priority will control:

(a) The Rate Confirmation;

(b) any amendment;

(c) the body of this Agreement;

Any other document referenced in the body of this Agreement.

25. MISCELLANEOUS.

25.1 Modifications. Broker may update or modify the terms of this Agreement at any time. If an update materially affects your obligations under this Agreement, Broker will provide notice prior to the effective date of the change (except for changes required by law or regulation, which may take effect immediately). By continuing to tender or accept shipments after the effective date of any modification, you agree to be bound by the updated terms. If you do not agree to the modified terms, you may terminate this Agreement within thirty (30) days of receiving notice of the change.

25.2 Amendments to Service. Broker reserves the right, at any time and in its sole discretion, to modify, suspend, or terminate this Agreement or any shipment tendered under it, with or without notice. You agree that Broker will not be liable to you or any third party for any modification, suspension, or termination of this Agreement or any shipment.

25.3 Severability. To the extent that any provision of this Agreement may be held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall become ineffective as to all matters within the jurisdiction of that court. The court's holding, however, shall not be treated as affecting the validity or enforceability of any other provision of this Agreement, nor as affecting the validity or enforceability of any part of this Agreement in other jurisdictions.

25.4 Waiver. The failure of a party to exercise any provision of this Agreement, or delay in exercising any provision of this Agreement, will not operate as a waiver of provision. Any waiver must be expressly stated in writing, signed by both parties, and such express waiver will not act as a future waiver unless otherwise expressly stated.

25.5 Survival. Notwithstanding the termination or expiration of this Agreement, and except as otherwise stated in this Agreement, those obligations contained herein that by their terms or nature are intended to survive such termination or expiration shall do so including, as an example, and without limitation, Section 11 (Indemnification), 14 (Confidentiality) and 13 (Non-Solicitation).

25.6 Cumulative Remedies. Unless otherwise expressly set forth herein, all remedies available to either party for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

25.7 Captions. The captions and headings set forth in this Agreement are for convenience only. They shall not be considered a part of this Agreement, nor affect in any way the meaning of its terms and conditions.

25.8 Entire Agreement. This Agreement represents the entire agreement and understanding of the parties with regard to its subject matter. No prior understandings or agreements of the parties, whether written or oral, nor any documents not specifically incorporated into this Agreement, nor any course of conduct of the parties before or after the Effective Date of this Agreement, shall have the effect of modifying the parties' rights and obligations under this Agreement in any way.

25.9 Counterparts. This Agreement may be executed in one or more counterparts, any and all of which shall constitute one and the same instrument.

26. VEHICLE TRANSPORTATION ADDENDUM.

26.1 This Vehicle Transportation Addendum supplements and is incorporated into the Broker-Motor Carrier Agreement. In the event of any conflict between this Addendum and the body of the Agreement with respect to the transportation of vehicles, this Addendum shall control.

26.2 Title Handling. Carrier shall pick up the vehicle title if delivered by the auction, seller, or any other party at the time of vehicle pickup. Carrier shall immediately notify Broker if no title is presented at pickup. Carrier is solely responsible for the safekeeping and timely delivery of all titles to Matus International's designated facility as a condition precedent to final payment for the applicable service. In the event a title is lost, damaged, or destroyed while in Carrier's custody: (i) Carrier assumes full financial responsibility for all costs associated with title replacement or reprocessing, including applicable state fees, penalties, and administrative costs; (ii) in the event a duplicate title is unavailable and the loss of the title results in the inability to transfer ownership or use the vehicle, Carrier shall be liable for the full market value of the vehicle at the time of loss; and (iii) Carrier shall indemnify and hold harmless Broker for all losses, damages, costs, and expenses, including legal fees, arising from such title loss.

26.3 Photographic Documentation. Carrier shall take timestamped photographs of each vehicle at the time of pickup and again at the time of delivery, documenting all four sides of the vehicle, the odometer, the VIN plate, and any pre-existing damage. These photographs shall be provided to Broker within twenty-four (24) hours of each transaction. Any damage claim submitted by Broker or its customer that is not supported by photographic evidence establishing that the damage occurred during Carrier's custody shall be presumed to have occurred during transport and Carrier shall bear the burden of proving otherwise. Carrier's failure to provide required photographs shall constitute an independent breach of this Agreement and shall preclude Carrier from contesting any damage claim for the affected vehicle.

26.4 Wrong Vehicle Pickup. Carrier is solely responsible for verifying vehicle identification, including the VIN, year, make, model, and stock or lot number, against the Transportation Order prior to loading. In the event Carrier picks up the wrong vehicle: (i) Carrier shall bear the full cost of transporting the incorrectly picked-up vehicle to its correct location; (ii) Carrier shall bear the full cost of arranging for pickup and delivery of the correct vehicle; (iii) Carrier shall be liable for all storage charges, auction penalties, customer claims, and consequential damages arising from the error; and (iv) Broker reserves the right to offset all such costs against any amounts owed to Carrier.

26.5 Storage Charges. Carrier shall be responsible for all storage charges generated as a result of Carrier's failure to pick up a vehicle on the assigned date or failure to deliver to a warehouse or port on the scheduled appointment date. Carrier shall be notified of such charges and shall have five (5) business days to dispute them in writing. Undisputed storage charges shall be deducted from amounts owed to Carrier.

26.6 Excess Insurance for High-Value Vehicles. For vehicle shipments where the declared or market value exceeds $100,000, Broker reserves the right to require Carrier to obtain and maintain excess cargo insurance coverage in an amount sufficient to cover the full value of the vehicle, as specified in the applicable Rate Confirmation. Carrier's failure or inability to obtain required excess coverage shall entitle Broker to decline the shipment or assign it to an alternate carrier without liability to Carrier.

27. CARRIER VETTING ACKNOWLEDGMENT AND REPRESENTATION.

27.1 By executing this Agreement or accepting any Transportation Order, Carrier makes the following representations and warranties to Broker, which Broker expressly relies upon in engaging Carrier's services. These representations are continuing obligations and Carrier shall promptly notify Broker in writing if any of the following ceases to be true at any time during the Term of this Agreement:

a. Carrier has reviewed its current FMCSA Safety Fitness Rating and represents that such rating is "Satisfactory" or "Unrated," and not "Conditional" or "Unsatisfactory";

b. Carrier's CSA Compliance, Safety, and Accountability scores are below the intervention threshold for each applicable category as of the date of this Agreement and as of the date of each accepted shipment;

c. Carrier has no open enforcement actions, consent orders, or corrective action plans with the FMCSA or any other regulatory authority as of the date of this Agreement;

d. All drivers to be assigned under this Agreement have been vetted by Carrier, including review of current CDL validity, MVR history within the preceding twelve (12) months, medical certification status, and drug and alcohol testing compliance;

e. Carrier's execution of this Agreement and performance of Carriage hereunder does not violate any law, regulation, court order, or agreement to which Carrier is a party; and

f. Carrier acknowledges that Broker is relying upon these representations in engaging Carrier, and that any material misrepresentation shall constitute grounds for immediate termination of this Agreement and shall give rise to Broker's right to pursue all available legal and equitable remedies, including indemnification for any losses arising from such misrepresentation.

28. MATERIAL BREACH AND IMMEDIATE TERMINATION EVENTS.

28.1 The following events shall each constitute a material breach of this Agreement and shall entitle Broker to terminate this Agreement immediately, without notice or cure period, and without liability to Carrier: (i) any lapse, cancellation, or suspension of Carrier's FMCSA operating authority; (ii) any lapse in required insurance coverage; (iii) Carrier's safety fitness rating being downgraded to "Conditional" or "Unsatisfactory"; (iv) Carrier's engagement in double brokering without Broker's prior written consent; (v) Carrier's assignment of a driver who, at the time of dispatch, is in violation of applicable HOS regulations, holds a suspended or revoked CDL, or has tested positive for controlled substances and has not completed the return-to-duty process; (vi) Carrier's loss of or failure to deliver a vehicle title in Carrier's custody; (vii) any act of fraud, theft, or willful misconduct by Carrier or its employees or agents; and (viii) any material misrepresentation in the Carrier Vetting Acknowledgment set forth in the preceding section of this Agreement.

29. NOTICE ADDRESS FOR BROKER.

29.1 For purposes of the Notice provision in Section 17 of this Agreement, notices to Broker shall be sent to: Matus International, Inc., Attention: Legal / Compliance, [ADDRESS TO BE INSERTED], Email: [EMAIL TO BE INSERTED]. Carrier's notice information shall be as provided in Carrier's registration with Broker. Either party may update its notice information by providing written notice to the other party in accordance with Section 17.