

## Broker Carrier Agreement

THIS AGREEMENT is made and entered into on 03/16/2020, by and between Long Haul Logistics, LLC and \_\_\_\_\_ ("CARRIER").

I

### Recitals

A. BROKER is a licensed transportation broker that controls the transportation of freight under its contractual arrangements

with various Customers.

B. CARRIER is authorized to operate in inter-provincial, interstate and/or intrastate commerce and is qualified, competent

and available to provide for transportation services required by BROKER.

II

### Agreement

1. TERM. The term of this Agreement shall be for one (1) year and shall automatically renew for successive one (1) year

periods, provided, however, that this Agreement may be terminated at any time by giving thirty (30) days prior written notice.

2. CARRIER'S OPERATING AUTHORITY AND COMPLIANCE WITH LAW. CARRIER represents and warrants that it is duly and legally qualified to provide as a contract CARRIER, the transportation services contemplated herein.

CARRIER further

represents and warrants that it does not have a conditional or unsatisfactory safety rating issued from the U.S. Department of

Transportation, and further agrees to comply with all federal, state and local laws regarding the provision of the transportation

transport any shipment required by the U.S. Department of Transportation to be placed as a hazardous material, the parties

agree that the additional provisions included in Appendix A shall apply for each such shipment.

3. PERFORMANCE OF SERVICES. CARRIER'S services under this Agreement are specifically designed to meet the

distinct needs of BROKER under the specified rates and conditions set forth herein. CARRIER shall transport all shipments

provided under this Agreement without delay, and all occurrences which would be probable or certain to cause delay shall be

immediately communicated to BROKER by CARRIER. This Agreement does not grant CARRIER an exclusive right to perform

the transportation related services for BROKER or its Customer. If CARRIER is late, they will be charged a per hour rate,

determined by BROKER. This Agreement, in and of itself:

(a) does not obligate Broker to request goods or services from CARRIER;

(b) does not obligate CARRIER to provide goods or services to Broker; and

(c) does not prohibit Broker or CARRIER from contracting with others to provide, or be provided, the same or similar goods

or services.

CARRIER shall perform all services in a professional manner, in strict conformity with the specifications and requirements

provided by Broker, generally accepted professional standards, and all applicable laws, rules and regulations.

4. RECEIPTS AND BILLS OF LADING. Each shipment hereunder shall be evidenced by a Uniform (Standard) Bill of Lading naming CARRIER as the transporting CARRIER. Upon delivery of each shipment made hereunder, CARRIER shall

obtain a receipt showing the kind and quantity of product delivered to the Customer of such shipment at the destination

specified by BROKER or the Customer, and CARRIER shall cause such receipt to be signed by the Customer. Any terms,

conditions and provisions of the bill of lading, manifest or other form of receipt or contract shall be signed and subordinate to

their terms, conditions and provisions of the Agreement. CARRIER shall notify BROKER immediately of any exception made on

the bill of lading or delivery receipt.

5. CARRIER'S OPERATIONS. CARRIER shall, at its sole cost and expense and to the satisfaction of Broker

(a) furnish all equipment necessary or required for the performance of its obligations hereunder (the "Equipment");

(b) pay all expenses related in any way, with the use and operation of the Equipment;

(c) maintain the Equipment in good repair, mechanical condition and appearance; and

(d) utilize only competent, able and legally licensed personnel. CARRIER shall have full control of such personnel; and shall

assume complete responsibility for all state and federal taxes, assessments, insurance (including, but not limited to worker's

compensation, unemployment compensation, disability, pension and social security insurance) and any other financial

obligations arising out of the transportation performed hereunder.

CARRIER agrees to pay, or have paid, all taxes, licenses, and fees levied or assessed by any governmental agency, and any

unemployment compensation, insurance, pension benefits, social security, and other taxes upon the wages of CARRIER, in

connection with or incident to the performance of CARRIER hereunder. CARRIER agrees to reimburse Broker on demand for

any such taxes or governmental charges, state or federal that Broker may be required to pay on account of CARRIER.

Nothing contained in this Agreement shall be construed to deem CARRIER as a partner, employee or agent of Broker, nor shall

either Party have any authority to bind the other in any respect. CARRIER shall not make any commitment or incur any expense

in the name of Broker. It is intended that CARRIER shall, in all instances, be and remain an independent contractor responsible

for its own actions and for its own agents, employees and representatives. In this regard, the Parties hereby acknowledge that

the Broker shall only have the right to prescribe and designate the result to be accomplished, and that Broker does not retain

any supervisory control or authority or right to direct or control any part of the work to be performed by CARRIER. Actions taken

by Broker relating to any part of the work to be performed by CARRIER hereunder shall not, in any respect, be the basis for the

recognition of a right or duty by Broker to direct or control the details of CARRIER's performance.

**6. INDEMNITY. REGARDLESS OF CAUSE AND TO THE FULLEST EXTENT PERMITTED BY LAW, CARRIER SHALL**

**BE RESPONSIBLE FOR AND DEFEND, INDEMNIFY, RELEASE AND HOLD HARMLESS BROKER GROUP AGAINST ALL**

CLAIMS ARISING OUT OF OR IN CONNECTION WITH PERSONAL INJURY, ILLNESS OR DEATH OF ANY MEMBER OF CARRIER GROUP. REGARDLESS OF CAUSE AND TO THE FULLEST EXTENT PERMITTED BY LAW, CARRIER SHALL BE RESPONSIBLE FOR AND DEFEND, INDEMNIFY, RELEASE AND HOLD HARMLESS BROKER GROUP AGAINST ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH DAMAGE TO OR LOSS OR DESTRUCTION OF PROPERTY OF ANY MEMBER OF THE CARRIER GROUP. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE OTHER PROVISIONS OF THIS AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY OR ATTRIBUTABLE TO THE GROSS NEGLIGENCE OR WILLFUL OR WANTON MISCONDUCT OF ANY MEMBER OF BROKER GROUP, CARRIER SHALL RELEASE, INDEMNIFY, DEFEND AND HOLD BROKER GROUP HARMLESS FROM AND AGAINST ANY AND ALL LOSS, LIABILITY, DAMAGE OR EXPENSES INCIDENT TO CLAIMS, DEMANDS OR CAUSES OF ACTION OF EVERY KIND AND CHARACTER WHATSOEVER ARISING OUT OF OR RELATING IN ANY WAY RELATED TO THE PERFORMANCE OR BREACH OF THIS AGREEMENT BY CARRIER, ITS EMPLOYEES OR CLAIMS FOR OR RELATED TO PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE AND CARRIER'S POSSESSION, USE, MAINTENANCE, CUSTODY OR OPERATION OF THE EQUIPMENT.

For purposes of this Section, "BROKER Group" shall mean BROKER, its parent, subsidiaries, and affiliated companies and its

and their joint owners, co-lessees, partners, joint venturers, lessors, contractors, and subcontractors (other than CARRIER),

and owners, shareholders, directors, officers, employees, agents, representatives, and invitees of all the foregoing. "CARRIER

Group" shall mean CARRIER, its parent, subsidiaries, and affiliated companies and its and their joint owners, co-lessees,

partners, joint venturers, lessors, contractors, and subcontractors, and owners, shareholders, directors, officers, employees,

agents, representatives, and invitees of all the foregoing.

7. LIMITATION OF LIABILITY- THE PARTIES' REMEDIES FOR ALL LEGAL INJURIES AND LOSSES SUSTAINED IN CONNECTION WITH TRANSACTIONS GOVERNED HEREBY SHALL BE AS PRESCRIBED BY APPLICABLE LAW; HOWEVER, NOTWITHSTANDING ANYTHING ELSE CONTAINED IN THIS AGREEMENT, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR, AND EACH PARTY AGREES TO RELEASE THE OTHER PARTY FROM (A) ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL

DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOST BUSINESS OPPORTUNITY, LOSS OR INABILITY TO USE PROPERTY OR EQUIPMENT, BUSINESS INTERRUPTION, AND (B) EXEMPLARY AND PUNITIVE DAMAGES, HOWEVER SAME MAY BE CAUSED.

8. INSURANCE. CARRIER shall procure and maintain, at its sole cost and expense, the following insurance coverage:

a. Public Liability and property damage insurance with a reputable and financially responsible insurance company insuring

CARRIER in an amount \$1,000,000.00 (US Dollars) per occurrence.

b. All Risk for Broad Form Motor Truck Cargo Legal Liability insurance in an amount \$100,000.00 (US Dollars) per occurrence. Such insurance policy shall name BROKER as Additionally Insured on the CARRIER Policy and provide coverage

to BROKER, the Customer or the owner or consignee for any loss, damage or delay related to any property coming into the

possession of CARRIER under this Agreement.

c. Statutory Worker's Compensation Insurance and Employee Liability coverage in such amounts and in such form as

required by applicable state law.

d. CARRIER shall furnish to BROKER written certificates obtained from the insurance CARRIER showing that such insurance has been procured, is being properly maintained, the expiration date, and specifying that written notice of

cancellation or modification of the policies shall endeavor to be given to BROKER thirty (30) days prior to such cancellation or

modification. Upon request, CARRIER shall provide BROKER with copies of the applicable insurance policies.

e. Limits of coverage

i. For cargo values exceeding \$100,000 per truckload, high value cargo insurance is available on a per trip basis upon

request. CARRIER shall furnish BROKER with a Certificate of Insurance naming BROKER as certificate holder upon receipt

of a fully executed copy of the Agreement from BROKER.

ii. CARRIER'S cargo liability shall not, under any circumstances, exceed \$100,000 (USD) per truckload. Neither party shall

be liable to the other or to their customers for special or consequential damages without prior written notification of the risk of

loss and its approximate financial amount and a separate written agreement expressly accepting such responsibility. All

claims shall be filed and processed in accordance with 49 CFR 370 and/or 49 CFR 1005.

9. FREIGHT LOSS, DAMAGE OR DELAY. CARRIER shall have the sole and exclusive care, custody and control of the Customer's property from the time it is delivered to CARRIER for transportation until delivery to the Customer accompanied by

the appropriate receipts as specified in Paragraph 4. CARRIER assumes the liability of a common CARRIER (i.e. Carmack

Amendment liability) for loss, delay, damage to, destruction, or failure to deliver of any and all of Customer's goods or property

while under CARRIER'S care, custody or control CARRIER shall pay to BROKER, Customer's full actual loss for the kind and

quantity of commodities so lost, delayed, damaged or destroyed.

10. WAIVER OF CARRIER'S LIEN. CARRIER shall not withhold any goods of the Customer on account of any dispute as to

rates or any alleged failure of BROKER to pay charges incurred under this Agreement. CARRIER is relying upon the general

credit of BROKER and hereby waives and releases all liens which CARRIER might otherwise have to any goods of BROKER or

its Customer in the possession or control of CARRIER.

11. PAYMENTS. CARRIER will charge and BROKER will pay for transportation services performed under the Agreement the

rates and charges as shown on separate Rate Confirmation Sheets to be signed and agreed to by CARRIER and BROKER

before each shipment made under this Agreement. CARRIER represents and warrants that there are no other applicable rates

or charges except those established in this Agreement or in any Rate Confirmation Sheet signed by the BROKER. CARRIER

shall submit invoices to the Broker address noted above. Payments by BROKER will be made within thirty (30) days of receipt

by BROKER of CARRIER'S freight bill, bill of lading, clear delivery receipt, and any other necessary billing documents enabling

BROKER to ascertain that service has been provided at the agreed upon charge, except to the extent Broker disputes in good

faith any portion of such invoice. In the event of a disputed invoice, Broker shall remit to CARRIER the undisputed portion of the

invoice and the Parties shall cooperate in good faith to resolve the disputed portion of the invoice in a timely manner. Broker

shall promptly review invoices and notify CARRIER of any objection thereto. In the event service is provided and it is

subsequently discovered that there was no applicable rate in the existing Schedule of Rates or supplements, the parties agree

that the rate by BROKER and collected by CARRIER shall be the agreed upon contract rate. CARRIER agrees that BROKER

has the exclusive right to handle all billing of freight charges to the customer for the transportation services provided herein,

and, as such, CARRIER agrees to refrain from all collection efforts against the shipper, receiver, consignor, consignee or the

Customer.

12. CONFIDENTIALITY AND NON-SOLICITATION. Neither party may disclose the terms of this Agreement to a third

party without the written consent of the other party except: (1) as required by law or regulation; (2) disclosure is made to its

parent, subsidiary or affiliate company; or (3) to facilitate rating or auditing of transportation charges by an authorized agent and

such agent agrees to keep the terms of the Agreement confidential, CARRIER will not solicit traffic from any shipper, consignor,

consignee or customer of BROKER where (1) the availability of such traffic first became known to CARRIER as a result of

BROKER'S efforts, or (2) the traffic of the shipper, consignor, consignee or Customer of BROKER was first tendered to

CARRIER by BROKER. If CARRIER breaches this Agreement and directly or indirectly solicits traffic from customers of

BROKER and obtains traffic from such customer during the term of the Agreement for twelve (12) months thereafter, CARRIER

shall be obligated to pay BROKER, for a period of fifteen (15) months thereafter, commission in the amount of thirty-five percent

(35%) of the transportation revenue resulting from traffic transported for the Customer, and CARRIER shall provide BROKER

with all documentation requested by BROKER to verify such transportation revenue.

13. SUB-CONTRACT PROHIBITION. CARRIER specifically agrees that all freight tendered to it by BROKER shall be

transported on equipment operated only under the authority of CARRIER, and that CARRIER shall not in any manner sub-

contract, broker, or in any other form arrange for the freight to be transported by a third party without the prior written consent of

BROKER.

14. ASSIGNMENT/MODIFICATION/BENEFIT OF AGREEMENT. This Agreement may not be assigned or transferred in

whole or in part by CARRIER, and supersedes all other agreements and all tariffs, rates, classifications and schedules

published, files or otherwise maintained by CARRIER. This Agreement shall be binding upon and inure to the benefit of the

parties hereto.

15. SEVERABILITY. In the event that the operation of any portion of the Agreement results in a violation of any law, the

parties agree that such portion shall be severable and that the remaining provisions of this Agreement shall continue in full force

and effect.

16. WAIVER. CARRIER and Shipper expressly waive any and all rights and remedies allowed under 49 U.S.C. p 14101 to

the extent that such rights and remedies conflict with this Agreement. Failure of BROKER to insist upon CARRIER'S

performance under this Agreement or to exercise any right or privilege, shall not be a waiver of any BROKER'S rights or

privileges herein.

17. FORCE MAJEURE. Except for the duty to make payments, neither Party shall be liable to the other for any failure to



perform any of its obligations hereunder to the extent performance is prevented due to Force Majeure. For the purposes of this

Agreement, Force Majeure shall mean causes that are beyond the reasonable control and without the fault or negligence of the

Party claiming Force Majeure and that could not have been avoided or prevented by reasonable foresight, planning or

implementation by the Party claiming Force Majeure. Such causes shall include but not be limited to war (declared or

undeclared), acts of terrorism, insurrections, hostilities, strikes or lockouts (other than strikes by or lockouts of such Party's

employees, which strikes or lockouts shall be deemed not to be Force Majeure events), riots, fire, storm and other nature-

related interference or hindrance by any governmental agencies' authority. In case of a Force Majeure condition, CARRIER will

promptly notify Broker in writing of the particulars of such condition and will do all things reasonably possible to remove such

condition and resume performance hereunder as soon as such condition is removed.

18. SURVIVAL. The Parties agree that, notwithstanding any other provision to the contrary in this Agreement, the obligations

imposed by Sections 6 (Indemnity), 7 (Limit of Liability), and 12 (Confidentiality) herein shall survive completion of the services

and termination of this Agreement.

19. AMENDMENTS. This Agreement may not be amended, nor any provision hereof waived, except by a written amendment

executed with the same formality as this Agreement and executed by duly authorized representatives of the respective Parties.

20. CONFLICTS. In the event of a conflict between the provisions of this Agreement and any attached exhibits, or any other

papers or documents, the provisions of this Agreement shall control. This Agreement supersedes any prior agreements

between the parties and any such prior agreement shall be deemed terminated as of the Effective Date of this Agreement.

21. EFFECTIVE DATE. This Agreement will not be deemed valid unless signed by CARRIER's officer authorized to sign.

This Agreement will become effective when signed by Broker. The date this Agreement is signed by the Broker (as indicated by

the date stated under the Broker's signature) will be deemed the effective date of this Agreement, however, if Broker does not

enter the date of signing as indicated, the effective date shall be the date this Agreement is executed by CARRIER.

22. COUNTERPART ORIGINALS. This Agreement may be executed in a number of identical counterparts which, taken

together, shall constitute collectively one (1) agreement. This Agreement may be executed by Broker and CARRIER by portable

document format (.pdf) signature, such that the execution of this Agreement by portable document format (.pdf) signature shall

be deemed effective for all purposes as though this Agreement was executed as a "blue ink" original.

23. GOVERNING LAW. This Agreement and all matters relating to the meaning, validity or enforceability thereof and the

performance of Services hereunder shall be governed by the laws of the State of Texas, exclusive of its conflicts of laws'

provisions. Any suit or proceeding hereunder shall be brought exclusively in the state or federal court of general jurisdiction for

Harris County. Each Party consents to the personal jurisdiction of such courts and waives any objection that such courts are an

inconvenient forum.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective names by their duly

authorized representative as of the Effective Date.

BROKER

Long Haul Logistics LLC

P.O. Box 133353

Spring, TX 77393