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Billing Requirements

ALL invoices will be paid by check, mailed out weekly. To ensure prompt payment, ALL invoices must contain the National Flatbed load number and be accompanied by a signed POD/BOL, rate confirmation and all other supporting documents. ALL Invoices and accompanying paperwork are required to be submitted within two (2) weeks of delivery.

Please email invoices to AP@NATIONALFLATBED.COM or fax to (602)-344-9325.

Alternatively, invoices may be mailed to:

NATIONAL FLATBED, LLC
107D EAST MAIN STREET
PURCELLVILLE, VA 20132

TRANSPORTATION BROKERAGE AGREEMENT (Consolidated)

This AGREEMENT is entered into on the date specified via an online portal, MyCarrierPackets.com, evidenced by the Signed Agreement Affidavit between the carrier named on the Signed Agreement Affidavit ("CARRIER") and NATIONAL FLATBED, LLC (hereinafter referred to as "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 (sometimes herein "consignors") and receivers (sometimes herein "consignees") of regulated and non-regulated property, and provides transportation services and related services in the U.S. and, where applicable, Canada.

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 customer base of shippers and receivers, 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.

2. **SCOPE OF AGREEMENT.** This AGREEMENT shall govern any and 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. Any rates, charges, liability limitations, classifications and/or rules in tariffs filed or published by CARRIER shall not apply to any such shipment unless they are specifically identified and incorporated herein. The Parties expressly acknowledge and agree that the terms of this Agreement 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. 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 into similar agreements with other carriers, and CARRIER may enter into similar agreements with other brokers and/or shippers.

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. 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.

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 Confirmation Sheet in a form provided by BROKER. Such rates and charges may be established or amended verbally (by telephone or other means) in order to meet specific shipping schedules, but such verbal agreements shall be confirmed in writing prior to loading of CARRIER'S truck with the property for transportation. Such written Load Confirmation 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 Load Confirmation shall be sent by BROKER to CARRIER via computer generated facsimile transmission (FAX); electronic mail (EMAIL) or, alternatively by First-Class Mail prior to loading a load. CARRIER represents and warrants that there are no other applicable rates or charges applicable to the transportation, including those contained in any tariff, terms and conditions, or bill of lading, except those established in this Agreement or any Load Confirmation. For all shipments tendered by broker and accepted by carrier under this agreement, all Detention, Accessorial (including Lumpers), and/or additional charges assumed by the carrier must be immediately reported as they occur. Such charges and fees may be established verbally in order to meet specific shipping schedules, but must be confirmed in writing within 24 hrs, via fax or email, in order to receive compensation. CARRIER agrees and acknowledges that that CARRIER'S dispatchers and other personnel are authorized to enter into Load Confirmations with BROKER.

5. **PAYMENT.** BROKER shall pay CARRIER for the transportation of property under this AGREEMENT in accordance with the shipping rates as established herein or in any Load Confirmation, said payment to be made not later than thirty (30) days from receipt by BROKER of CARRIER'S Load Confirmation, uncontested invoice, bill of lading, and documentation of proof of delivery covering such transportation and services. In the event that after shipment of property under this AGREEMENT the party

responsible for payment of freight charges and fees becomes bankrupt, or for any reason 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** agrees that **BROKER** has the exclusive right to handle all billing and freight charges to **BROKER'S** customers for the transportation services provided herein, and, as such, **CARRIER** agrees to refrain from all collection efforts against the shipper, receiver, consignor, consignee, or **BROKER'S** customers. **CARRIER** shall furnish, if capabilities exist, transmissions of data elements ("EDI") on each shipment and receipt in the specified format, as well as similar data elements for automated payment of freight bills.

6. SERVICES. Subject to the availability of suitable equipment for the property tendered for transportation, and subject to the specific shipment instructions, **CARRIER** shall provide motor transportation services for the property, including, as applicable, the following specialized services: providing dedicated or assigned motor vehicles and/or refrigerated, containerized, bulk, and other specialized equipment; providing short notice driver/equipment availability to service the needs of **BROKER** and its customers; performing driver loading/unloading/counting/verification for tendered shipments; detention, overnight and weekend layover; providing less-than-truckload or truckload services; providing variable traffic/shipment levels; protective services; stops and transits; direct dispatch; drop shipments; internal deliveries; weekends/holiday shipments and deliveries; pooling or spotting trailers; priority traffic and expedited services; and special credit payment terms. **CARRIER** shall bill all charges for such services directly to **BROKER**. **CARRIER** shall provide **BROKER** with copies of signed Bills of Lading and delivery receipts as evidence of such services.

7. 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), 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 any and all loss and/or damage to, or delay of, any shipment of property while in the possession or control of **CARRIER**, provided, however, that when the terms and conditions specified in this **AGREEMENT** are different from the terms and conditions contained in the Bill of Lading, then 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**.

8. 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 DOT 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** 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 Section 11. **CARRIER** shall develop and maintain written procedures related to the safe transport of Food Shipments tendered to it by **BROKER**, and shall train its drivers and staff regarding safe transport of shipper's goods. **CARRIER** shall also complete and return to **BROKER** a copy of the attached Reefer Equipment Questionnaire, as applicable, prior to the transportation of any Food Shipments.

9. COMPLIANCE WITH LAW. **CARRIER** shall comply with all applicable DOT laws and FMCSA 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, the time between time of tender and the due date designated by **BROKER** or shipper is reasonable and can be performed by **CARRIER** and its drivers under the federal hours of service regulations contained in 49 C.F.R. Part 395. **CARRIER** will promptly notify **BROKER** by telephone in the event that (i) any designated delivery due date cannot be legally met because of such federal regulations, or (ii) any accident, theft or other occurrence impairs the safety of or delays the delivery of the goods. **CARRIER** further represents and warrants that it shall insure all equipment used 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. Upon Broker's request Carrier shall provide proof of Carrier's compliance with any such laws, statutes, regulations, or requirements.

10. SAFETY & COMPLIANCE STATUS. **CARRIER** will endeavor to maintain, at all times during this Agreement, a "Satisfactory" DOT rating if **CARRIER'S** safety has been rated by the DOT. If **CARRIER** provides transborder or domestic transportation services in Canada, **CARRIER** will endeavor to maintain a safety rating that is "Satisfactory-Unaudited", "Satisfactory", or "Excellent" in Ontario, or a "Satisfactory" safety rating issued by the Canada provincial transport boards or ministries of other Canada provinces in which **CARRIER** operates if **CARRIER** has been audited by such authority. If, at any time during this Agreement, **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 immediately provide **BROKER** with written notification of that fact. **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 of a "Conditional" rating or an out-of-service order, such notice shall set forth any and all action which **CARRIER** has taken to ensure the safety of **CARRIER'S** operations and to correct the negative change in **CARRIER'S** safety rating. Upon such notice or if **BROKER** independently determines that **CARRIER** has been issued a less than

satisfactory safety rating, an out-of-service order, or has an unacceptable CSA SMS Rating, **BROKER** may elect to immediately terminate this **AGREEMENT** at **BROKER'S** sole discretion. In the event that **BROKER** decides not to terminate this **AGREEMENT** pursuant to a "Conditional" rating or if **CARRIER** has never been issued a rating, **BROKER** may elect, at its sole discretion, to continue using **CARRIER'S** services under this Agreement provided that **CARRIER'S** CSA scores maintained by the DOT are within acceptable limits according to **BROKER'S** internal policies and procedures.

11. SANITARY FOOD TRANSPORTATION REQUIREMENTS.

A) **Food Safety Law Compliance.** **CARRIER** must comply with the laws and regulations governing the safe and secure transportation of food products that will be ultimately consumed by humans or animals ("Food Shipments"), including those required by local, provincial, state and federal laws, regulations, ordinances and rules including, but not limited to, the Food Safety Modernization Act (21 U.S.C. § 2201, *et seq.*) ("FSMA"), the Federal 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.*), 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.*) and all applicable U.S. Department of Agriculture and Food Safety and Inspection Service regulations (collectively, the "Food Safety Laws").

B) **Shipper Instructions.** **CARRIER** is responsible for the sanitary conditions of Food Shipments during their transportation and complying with **BROKER'S** and/or the shipper's written instructions, including without limitation any temperature set point or temperature range, as provided to **CARRIER** by **BROKER** or the shipper in physical or electronic form. **CARRIER** shall apply all written instructions to future Food Shipments of the same goods tendered for the same shipper, unless instructed otherwise in writing. If **BROKER** or shipper instructions require a cargo seal, the lack of a seal or seal irregularities shall be sufficient to consider the shipment unsafe and a total loss, *unless CARRIER was provided written direction by BROKER, BROKER'S Customer, or directed by Law Enforcement to break the seal.*

C) **Recording Food Shipment Temperature.** **CARRIER** shall verify the temperature of Food Shipments before loading. **CARRIER** must write the recorded temperature on the shipping document used by the parties for the pick-up, transport, or delivery of goods, including without limitation any Bill of Lading. If the temperature is more than two degrees different from the required temperature stated in the written instructions or shipping document, then the **CARRIER** shall immediately notify **BROKER** and refuse to load the goods. In the event **CARRIER** is unable to verify the temperature due to restrictions imposed by the shipper, consignor, or due to the physical circumstances of loading, **CARRIER** is excused from performing such verification. The foregoing exception shall not relieve **CARRIER** of compliance with any other provision of this Section 11.

D) **Equipment.** **CARRIER** represents and warrants that all equipment (as defined in the Food Safety Laws and herein) used in transporting Food Shipments is in safe and sanitary condition and appropriate for performance of the services for Food Shipments, including but not limited to ensuring that the equipment is free from contamination, pest infestation, and evidence of prior cargo that could render the Food Shipments unsafe. If **CARRIER** transports partial load (LTL) shipments, **CARRIER** shall conduct appropriate inspections and take necessary actions upon receiving the first shipment and each subsequent shipment to ensure that (i) The equipment remains in safe and sanitary condition; (ii) Any Food Shipments will not be contaminated by any previously or subsequently loaded cargo; and (iii) The temperature of any temperature-controlled Food Shipment will not be materially disrupted. When required by and as specified in shipper's instructions or shipping document, **CARRIER** must ensure that the cold storage compartments are prepared for safely transporting the Food Shipments. **CARRIER** must set temperature controls to pre-cool mechanically refrigerated cold storage compartments before offering equipment with auxiliary refrigeration units for transportation of Food Shipments requiring temperature control and set the operating temperature to ensure the Food Shipments at all times are maintained at the temperature set point or within the temperature range specified on the shipper's instructions or shipping document.

E) **Provision of Information.** Immediately upon request or as promptly as practicable thereafter, **CARRIER** will provide **BROKER** and/or the shipper: (i) Evidence of the operating temperature of Food Shipments maintained during services in the manner acceptable to **BROKER** and/or shipper; (ii) Documented written processes for maintaining food safety, including maintenance of temperature control, and cleaning, sanitizing, and inspecting equipment; (iii) Evidence of transportation traceability, including information regarding: (a) Previous cargo hauled in bulk or in other equipment; and (b) Maintenance and intervening cleaning procedures for docks and equipment; (iv) Appropriate training processes for each person under **CARRIER'S** supervision or control involved in providing services; and (v) Evidence that the Food Shipments have not been adulterated, as defined in Section 16(A) below, and have been transported under sanitary conditions to protect the shipments against temperature abuse or excessive fluctuations and any physical, chemical, or microbial contamination.

F) **Recordkeeping.** **CARRIER** agrees to maintain all documentation and records related to the transport of Food Shipments governed by this Agreement, including those documenting personnel training and equipment cleanings, sanitization and inspections, and the safe and sanitary transport of Food Shipments, and shall make the records available to **BROKER** or the shipper upon request for a period of no less than three (3) years from the latter of the date of delivery or creation of the record.

G) **Liability Related to Food Shipments.** **CARRIER** assumes liability for the result of breach of any of the foregoing requirements specified in this Section 11. **CARRIER** agrees that **BROKER** is not responsible for and shall in no way be held liable to **CARRIER** for **CARRIER'S** or any shipper's, consignee's, receiver's or loader's obligations or their failure to adhere to their respective obligations under the laws and regulations governing the safe and sanitary transport of food for human consumption, including the Food Safety Laws referenced above in Section 11(A).

12. SUBCONTRACT PROHIBITION. **CARRIER** shall not re-broker, co-broker, subcontract, assign, interline, or transfer the transportation of shipments hereunder to any other persons or entity conducting business under a different operating authority, without prior written consent of **BROKER**. It is expressly understood that **CARRIER'S** violation of this prohibition shall be deemed a material breach of this contract and shall nullify and vitiate any **CARRIER** limitation of liabilities or damages herein or otherwise. If **CARRIER** breaches this provision, **BROKER** shall have the right of paying the monies it owes **CARRIER** directly to the delivering carrier, in lieu of payment to **CARRIER**. **CARRIER** shall also be liable to **BROKER** or any third-party, including the **SHIPPER**, Customer, consignee or any third-party payor, for any and all liabilities for losses, damages or delays resulting in any way from breach of this prohibition. Upon **BROKER'S** payment to delivering carrier, **CARRIER** shall not be released from any liability to **BROKER** under this Agreement. **CARRIER** further agrees that its indemnifications obligations in this Agreement shall also apply for breach of this provision. In addition to the indemnity obligation in Par. 13, **CARRIER** will be liable for consequential damages for violation of this provision.

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** for "any auto" or for "scheduled and hired autos" with the minimum combined single limit for bodily injury, death and property damage of \$1 million per occurrence (or \$5 million if required by the DOT under 49 C.F.R. Part 387 for the transportation of certain hazardous substances) covering all vehicles owned used by **CARRIER** in performing the services set forth in this Agreement.

B) All Risk Broad Form **Motor Truck Cargo Legal Liability Insurance** in an amount equal to the full value of the property to be transferred by **CARRIER** under the 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 foreseeable 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.

C) **Statutory Worker's Compensation Insurance** as required by applicable state law.

D) Any other insurance or surety bonding as agreed upon by **CARRIER** and **BROKER** from time to time to meet special insurance requirements of **BROKER'S** 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 ensure **CARRIER'S** insurance company furnish Assure Assist Inc. with Certificate(s) of Insurance 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 Assure Assist Inc. at least thirty (30) days prior to such cancellation or modification. Upon request, **CARRIER** shall provide **BROKER** with copies of all applicable insurance policies. **CARRIER'S** cargo and liability insurance shall comply with all DOT requirements in all respects.

14. INDEMNIFICATION. To the maximum extent provided by law, **CARRIER** shall defend, indemnify and hold **BROKER** and its shipper and receiver customers harmless from any and all liability and/or claims arising from **CARRIER'S** breach of this **AGREEMENT**, for loss or damage to any property in the possession and/or control of **CARRIER** arising from the transportation and services provided by **CARRIER** under this **AGREEMENT**, and for any and all liability and/or claims for personal injury or death or property damage arising out of the acts or omissions of **CARRIER** or its employees, agents, or contractors in providing transportation and services hereunder. **CARRIER'S** obligation shall include liability for payment of any and all costs and/or fees incurred by **BROKER** in the adjustment or defense of any claim for cargo loss or damage and/or claim for personal injury or death or property damage arising out of transportation operations and services under this **AGREEMENT**. **CARRIER** agrees that its obligation to defend, indemnify and hold harmless the **BROKER** and its shipper and receiver 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**.

15. CONFIRMATION IN WRITING. This Agreement may be executed by **BROKER** and **CARRIER** executing separate identical counterparts, which together shall constitute one agreement. **BROKER** and **CARRIER** may execute this Agreement (or a counterpart) with an original signature or facsimile signature. Any execution by facsimile signature shall be as effective as execution with original signature.

16. SHIPMENTS PRODUCING CLAIMS, REJECTIONS, ETC.

A) **CARRIER** agrees that Food Shipments that have been transported or offered for transport, pursuant to this Agreement, under conditions that are not in compliance with the written instructions or requirements set forth in the shipping document, including any seal, temperature, quality control standards and delivery date requirements, 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 shipper, consignee or receiver upon their tender for delivery at destination. Food Shipments must be within the specified ranges specified in the written instructions or shipping documents when **CARRIER** delivers such goods to the consignee or receiver, or it may be rejected as adulterated and/or damaged in consignee's or receiver's sole discretion, regardless of any other measure of quality including, but not limited to, USDA inspections.

B) The determination regarding the acceptability or salvageability of goods, and the adulterated status in the case of Food Shipments, transported by **CARRIER** shall be within the sole discretion of shipper and shall be binding on **CARRIER**. When a shipment is partially or wholly refused or rejected by the receiver, or **CARRIER** is unable to deliver it for any reason, **CARRIER** shall notify **BROKER** in order to receive disposition instructions. Until such disposition instructions are received, and if requested by **BROKER**, **CARRIER** must place the shipment in a public warehouse under **BROKER'S** name or in its terminal or storage facility under reasonable security and provide written notice of such act to **BROKER** and shipper. **CARRIER** shall have no right to

sell, auction or otherwise dispose of any property subject to this agreement which is undeliverable, without first providing written notice of intent to do so to **BROKER** and to shipper at least 30 days in advance of such sale, auction or other disposition. In the event of any such sale or auction, **CARRIER** shall hold the proceeds thereof in trust for **BROKER** and shipper.

17. LIABILITY FOR CARGO CLAIMS. **CARRIER** shall maintain the sole and exclusive care, custody, and control of all shipments from the time the shipment is delivered 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, delay, damage to or destruction of any and all shipments while under **CARRIER'S** care, custody, and control. **CARRIER'S** liability under this Agreement for any cargo claims shall be the full value of the property, meaning its replacement cost as established by trade sell or other invoice documentation, plus any additional transportation cost or incidental expenses that may be incurred by **BROKER** or its customer.

18. NO LIENS. **CARRIER** shall have no right to assert any lien on or against any property transported under this **AGREEMENT**. However, should a shipper or consignee notify **BROKER** of a claim for loss or damage to property transported hereunder, **CARRIER** agrees that **BROKER** and shipper or consignee shall have the right to set-off an amount sufficient to cover such claim and to deduct and withhold such amount from any payments due to **CARRIER**.

19. NON-SOLICITATION COVENANTS. **CARRIER** and **BROKER** agree that **BROKER**, at great expense and effort, has developed a broad customer base of shippers, receivers and vendors that is essential to the successful operations of the **BROKER**. **CARRIER** and **BROKER** agree that disclosure of the identity of one or more of **BROKER'S** said customers to **CARRIER** constitutes valuable consideration. During the term of this **AGREEMENT** and for a period of one (1) year from its termination, **CARRIER** shall not, directly or indirectly, solicit or do business of transportation or warehousing nature with any of **BROKER'S** customers who are serviced by **CARRIER** as a result of 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 **BROKER'S** customer. If **CARRIER** should perform services of a transportation or warehousing nature for compensation for any **BROKER** customer without prior documented authorization from **BROKER** during the applicable time period in violation of this **AGREEMENT**, **CARRIER** shall pay to **BROKER** within ten (10) days of each such violation an amount equal to twenty-five percent (25%) of all revenues invoiced by **CARRIER** to the solicited 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 **BROKER** customer. **CARRIER** has ten (10) days after such "first load" is accepted by **CARRIER** to challenge, in writing, why the customer should not be considered a **BROKER** customer. In any case of challenge, **BROKER** and **CARRIER** will agree in writing exactly how this customer will be handled.

20. RESOLUTION OF DISPUTES. The parties consent and agree to the exclusive jurisdiction of the federal or state courts of Arizona in any action under this Agreement and that any such court in Arizona will be an appropriate forum for such action. Proceedings based upon loss, damage, injury or delay to property transported pursuant to this **AGREEMENT** shall be initiated within two (2) years from the later of the dates on which the shipper or receiver claimant and the **BROKER** receive written notice of disallowance of claim from **CARRIER**.

21. 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.

22. AMENDMENTS. This **AGREEMENT** may not be modified or amended except by a subsequent written amendment signed by both parties.

23. WAIVERS. 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 or a waiver of any other breach of or failure to comply with any other provision of this **AGREEMENT**. As allowed for under 49 U.S.C. § 14101 (b)(1), **BROKER** and **CARRIER** waive any rights and remedies specified in 49 U.S.C. IV Part B except for provisions governing registration, insurance, or safety fitness.

24. NON-ASSIGNABILITY. Both parties are 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.

25. ELECTRONIC AND FAX COMMUNICATIONS; COMPUTER VIRUSES. 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. By providing their fax number and signing this Agreement herein below, each party consents to receiving communications via fax regarding all aspects of their relationship. **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 Communications 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 waves 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**.

26. **BINDING EFFECT**. This **AGREEMENT** shall be binding upon and shall inure to the benefit of the parties and their representatives, successors and authorized assigns.

27. **SEVERABILITY**. If any provision of this **AGREEMENT** is determined by an Arbitrator or 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**.

28. **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.

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

30. **NOTICES**. Any notices required or permitted to be given under this **AGREEMENT** shall be in writing and shall be sent by first class mail and by fax transmission. The mailed notices shall be addressed to the parties, respectively, at the address shown below, and the contemporaneously faxed notices shall be likewise transmitted to the facsimile numbers shown below.

IN WITNESS WHEREOF, the Parties agree to be bound by the electronically exchanged signatures of their duly authorized representatives contained in the Signed BROKER/CARRIER AGREEMENT, and by doing so, represent and warrant that they accept and agree to the terms contained in this BROKER/CARRIER AGREEMENT and have been or are specifically authorized to execute the BROKER/CARRIER AGREEMENT on behalf of the organization they represent.

WORKERS COMPENSATION POLICY

Workers' Compensation Coverage is mandatory for individuals/companies who operate for National Flatbed, LLC, unless you qualify under this waiver.

If you are a sole proprietor and also the operator of your vehicle or you are a company that solely employs Owner Operators **and do not have your insurance agent provide a workers compensation certificate of insurance to Assure Assist**, then you are choosing to **NOT** carry a Workers Compensation policy, **AND** that you agree to hold National Flatbed, LLC and all of its employees, owners and directors harmless for any injury that you may sustain on our jobs and job sites.

INDEPENDENT TRUCKER'S WORKERS' COMPENSATION POLICY
WAIVER AND RELEASE OF LIABILITY

Whereby, I swear that I am the owner, an officer and/or principal of the company specified via an online portal, MyCarrierPackets.com, evidenced by the Signed Agreement Affidavit, and that I am specifically authorized to execute this INDEPENDENT TRUCKER'S WORKERS' COMPENSATION POLICY WAIVER AND RELEASE OF LIABILITY on behalf of the organization they represent

I have no employees and therefore not required to carry a Workers' Compensation insurance policy to provide trucking service to National Flatbed, LLC.

I hereby declare that I am an independent service provider and not an employee of National Flatbed, LLC.

I hereby swear that I will not allow any person or persons to drive on my behalf when providing trucking service to National Flatbed, LLC. The only exception to this rule applies to Owner Operators sign onto your company.

I understand and agree that if another persons drives on my behalf, my ability to provide trucking service to National Flatbed, LLC, will be immediately terminated unless I can provide a Workers' Compensation insurance policy that meets the company's requirements.

I hereby agree to hold National Flatbed, LLC, the owners, officers, directors and employees harmless for any injury I may sustain while on their job site(s), and/or while in their service.

If any person or persons is injured while driving my truck, I take full responsibility for all expenses incurred, including, but not limited to, medical expenses, loss of income, legal costs, settlement awards, fines, fees, and penalties, etc. by all parties injured persons, National Flatbed, LLC.

IN WITNESS WHEREOF, carrier agrees to be bound by the electronic signature of it's authorized representative contained in the Signed INDEPENDENT TRUCKER'S WORKERS' COMPENSATION POLICY WAIVER AND RELEASE OF LIABILITY, and by doing so, represent and warrant that they accept and agree to the terms contained in this INDEPENDENT TRUCKER'S WORKERS' COMPENSATION POLICY WAIVER AND RELEASE OF LIABILITY and have been or are specifically authorized to execute the INDEPENDENT TRUCKER'S WORKERS' COMPENSATION POLICY WAIVER AND RELEASE OF LIABILITY on behalf of the organization they represent.