

## TERMS OF SERVICE

THESE TERMS OF SERVICE (“TOS”) FORM AN AGREEMENT BETWEEN THE MOTOR CARRIER ENTITY WHOSE REPRESENTATIVE IS ACCEPTING THE TOS ON BEHALF OF SUCH MOTOR CARRIER (“CARRIER”) AND THE SPECIFIC PROPERTY BROKER WHICH OFFERS A SHIPMENT TO CARRIER VIA A RATE CONFIRMATION SHEET AND PURSUANT TO THE TOS (EACH A “BROKER”). CARRIER AND BROKER MAY BE REFERRED TO HEREIN INDIVIDUALLY AS A “PARTY” OR COLLECTIVELY AS THE “PARTIES.” FOR PURPOSES OF THE TOS, THE ENTITIES PROVIDED AT <https://bridgewayconnects.com/brokers/> MAY OFFER SHIPMENTS TO CARRIER AND THE SPECIFIC TENDERING ENTITY SHALL BE REFERRED TO HEREIN INDIVIDUALLY AS THE “BROKER.”

BY ACCEPTING THE TOS OR A RATE CONFIRMATION SHEET OR OTHERWISE PROVIDING MOTOR CARRIER SERVICES FOR BROKER, CARRIER AGREES TO BE BOUND BY THE TOS, AS MAY BE UPDATED BY BROKER IN ITS SOLE AND ABSOLUTE DISCRETION, AND THE CARRIER REPRESENTATIVE AGREEING TO THE TOS REPRESENTS AND WARRANTS THAT THE REPRESENTATIVE HAS THE RIGHT, AUTHORITY, AND CAPACITY TO ENTER INTO THE TOS ON BEHALF OF THE CARRIER. BROKER MAY ADD TO, DELETE, OR CHANGE THE TOS, WITHOUT NOTICE, AND CARRIER’S ACCEPTANCE OF TENDERS AFTER SUCH MODIFICATION SHALL CONSTITUTE CARRIER’S AGREEMENT TO ALL SUCH MODIFICATIONS.

1. **Description of Services.** Broker may, at its convenience, arrange for Carrier, on a non-exclusive basis, to provide motor carrier transportation services for the movement of goods owned by Broker’s customers, shippers, consignors, or consignees (collectively, “Shippers”). Carrier will, using due care, pick-up, and transport, in a timely manner, and deliver in good order and condition, the goods which are offered to Carrier in accordance with the TOS and otherwise comply will all terms and conditions contained herein (collectively, the “Services”). Every shipment offered to Carrier by Broker will be deemed to be a shipment brokered to Carrier as a contract motor carrier and will be subject only to the terms of the TOS and applicable law.

2. **Carrier’s Operating Authority.** Carrier represents and warrants that it is fully authorized to lawfully provide the Services covered by the TOS, in all applicable jurisdictions, and shall maintain all operating authorities, licenses, and permits required to provide the Services (collectively, “Operating Authorities”). Carrier shall provide Broker with copies of Carrier’s Operating Authorities at Broker’s request.

3. **Carrier’s Legal and Regulatory Compliance.**

A. Carrier represents and warrants that it is a “carrier” as defined in 49 USC 13102(3) and has complied, and will comply, with all federal, state, provincial, and local laws, codes, regulations, rules and orders applicable to the performance of the Services hereunder, including, without limitation, those laws and regulations relating to the operation of commercial vehicles and transportation of Hazardous Materials (including the licensing and training of Haz Mat qualified drivers) as defined in 49 C.F.R. §172.800, §173, and §397 et seq. to the extent that any shipments hereunder constitute Hazardous Materials. The Parties acknowledge that in the event that the failure of Carrier to comply with or conform to provisions or orders of regulatory agencies having jurisdiction over this Agreement or the Services results in different or additional charges for the Services, Carrier will be responsible for indemnifying Broker and Broker’s Shippers, receivers, and affiliate and subsidiary companies from such charges by paying to such parties any and all costs, expenses or other amounts, together with any and all resulting damages and/or attorneys’ fees incurred in connection therewith.

B. To the extent any shipments are transported within the State of California, Carrier warrants and certifies that: (i) All 53 foot trailers it operates and the Heavy-Duty Tractors that haul them within California under this Agreement are in compliance with the California Air Resources Board (ARB) Heavy-Duty Vehicle Greenhouse Gas (Tractor-Trailer GHG) Emission Reduction Regulations; and (ii) All refrigerated equipment it operates within California under the TOS is in full compliance with the California ARB TRU ACTM in-use regulations.

C. Carrier shall place a certified, registered Electronic Logging Device (each an “ELD”) in each vehicle it utilizes to transport freight hereunder which is in compliance with applicable law.

#### **4. Carrier's Operating Responsibilities.**

A. Carrier will be responsible for the procuring and operation of the vehicles it uses and the employment, training, supervision and control of the drivers and any helpers. Carrier will be responsible for the safe and lawful operation of the vehicles used in the performance of the Services and will assume all costs, expenses, and liabilities incident to or arising out of furnishing, maintaining, repairing, or operating motor vehicles and other equipment, labor, fuel, supplies, and insurance. Carrier will notify Broker promptly by telephone and email of any accident, theft, or other occurrence that impairs the safety of or delays the delivery of the shipment.

B. Carrier warrants that it holds and shall maintain, at minimum, a "satisfactory" or "unrated" safety rating, or a substantively equivalent rating under the Carrier Safety Management System implemented under the FMCSA Compliance, Safety, Accountability ("CSA") program, with respect to Carrier's operations in the United States, a substantively equivalent rating under the Carrier's NSC Safety Fitness Certificate for its operations within Canada, and maintain a safety program consistent with applicable law, industry best practices, and any substantively equivalent rating for its operations within Mexico. Carrier agrees to notify Broker immediately if the safety ratings change or if it is found by any governing authority to have violated any law or regulation related to safety or insurance coverage.

C. Carrier will perform the Services as an independent contractor and neither its employees nor agents will be deemed to be employees or agents of Broker. None of the terms of the TOS or any act or omission of either Party shall be construed for any purpose to express or imply a joint venture, partnership, principal/agent, fiduciary, employer/employee relationship, other relationship between the parties other than that of independent contractors. No authority has been conferred upon Carrier by Broker to hire any persons on behalf of Broker and Carrier will assume full responsibility for selecting, engaging, supervising, disciplining, and discharging its employees, agents, servants or helpers and for otherwise directing and controlling their services. Carrier will assume full responsibility for complying with all applicable laws and regulations for the benefit of its employees and under no circumstances will Broker be liable for the debts or obligations of Carrier for the wages, salaries, or benefits of Carrier's employees. Carrier represents and agrees that at no time and for no purpose shall it represent to any party that it is anything other than an independent contractor in its relationship with Broker.

D. To the extent Carrier utilizes temperature-controlled equipment, Carrier warrants that the Carrier will: (i) inspect or hire a service representative to inspect and maintain any and all refrigeration or heating units utilized by Carrier and its drivers, employees, or personnel at least once each month; (ii) ensure all refrigeration units are sufficiently fueled; (iii) ensure pre-colling of all equipment prior to pick-up; (iv) ensure all trailers will be equipment with functioning temperature monitoring devices capable of demonstrating required temperatures were maintained during the entire period of transit; and (v) maintain a record of each inspection of refrigeration or heating units and retain the records of the inspections for at least three (3) years. Copies of these records must be provided upon request to the Carrier's insurance company and Broker. Carrier warrants that Carrier will maintain adequate fuel levels for the refrigeration or heating unit on each shipment utilizing such unit and assumes full liability for claims and expenses incurred by the Broker or the Shipper for failure to do so. Carrier must provide Carrier's cargo insurance carrier with all records that relate to a loss and permit copies and abstracts to be made from them upon request.

E. To the extent Carrier is tendered cargo which a reasonable person would understand require or likely require temperature-controlled equipment and Carrier has not been provided instructions regarding such temperature requirements, Carrier shall request and obtain such instructions from Broker or the Shipper prior to loading the cargo. If Carrier receives contradictory or confusing instructions regarding any shipment, Carrier must resolve the contradictory or confusing instructions prior to accepting the shipment for transport.

F. To the extent provided in Shipper-specific addenda provided to Carrier (each, a "Shipper Addendum"), Carrier warrants that it will comply with any and all specific Shipper requirements provided in the Shipper Addendum. Carrier shall be deemed to accept the Shipper Addendum upon its acceptance of the corresponding Rate Confirmation Sheet or shipment.

#### **5. Receipts.**

A. Each shipment will be evidenced by a bill of lading initiated by the Shipper at the point of origin of the shipment and will be legibly signed by the Carrier showing the kind and quantity of the commodity received at the loading point(s) specified. Such bill of lading will be evidence of receipt of such commodities by Carrier in apparent good order and condition or as may be otherwise noted on the face of such form. If a bill of lading is issued by Carrier for any shipment its purpose shall be only to evidence the receipt of the commodities. Shipper will not be bound by the terms and conditions on such bill of lading, including those reciting rates, classifications, rules, or practices which limit Carrier's liability. In the event that the Broker's name is inserted in a bill of lading or any other shipping documentation, such insertion shall be for the convenience of the Shipper only and shall not change Broker's status as a property broker or Carrier's status as a motor carrier.

B. Upon acceptance of the shipment, Carrier shall assume liability for the commodities until the commodities are delivered, unloaded and released to consignee, provided, however, that Carrier's liability may extend beyond the time of delivery to the extent the damages were concealed or otherwise undiscoverable at the time of delivery. Carrier will obtain a delivery receipt signed by the consignee at the time of delivery showing the kind, quantity, and condition of the commodities delivered at the specified destination and the time of delivery. Absence or loss of any such documents will not relieve the Carrier of responsibility for freight accepted by it. In the event any term or provision contained in such documents conflict in any way with any term or provision of this Agreement, the terms and provisions of this Agreement will take precedent and control.

**6. No Substituted Services and Diversion/Reconsignment.** Effective upon acceptance of a shipment from Broker, Carrier shall perform the Services itself and shall not "trip lease", broker, interline, subcontract, or otherwise assign the shipment to another motor carrier or property broker without the express written consent of Broker, regardless of whether Carrier maintains property broker authority. Carrier's breach of the foregoing shall be a material breach of the TOS and, notwithstanding anything to the contrary herein, Carrier shall remain liable to Broker under the TOS as though the Carrier performed the Services. Carrier shall not have any right to, in any way, negate, eliminate, circumvent, or alleviate Carrier's liability to Broker or the Shipper which may be inconsistent with the provisions of the TOS. Carrier will not allow the diversion or reconsignment of any shipment except upon written instructions by Broker or Shipper. Carrier will not accept instructions for diversion or reconsignment of any consignee or third party without the written consent of Broker or Shipper. In the event Carrier breaches this Section, Broker may, in its sole discretion, make payment for such shipment or load to the performing motor carrier only and Broker shall be relieved of any payment obligation to Carrier; however, Carrier shall not be relieved of its obligations to Broker and Shipper.

**7. Rates.** Carrier agrees to transport shipments offered by Broker at the rates and charges as set forth in Broker's "Rate Confirmation Sheet," which shall be signed by Carrier and transmitted by Carrier to Broker by facsimile (or other electronic means) for each shipment accepted by Carrier under this Agreement. However, upon Carrier picking up any load to be transported hereunder, Carrier shall automatically be deemed to have accepted the rate listed in the associated Rate Confirmation Sheet, as well as all other terms and conditions contained therein, regardless of whether Carrier shall have signed the same and Carrier shall be bound to transport the associated load for the rate listed thereon. Carrier and Broker agree that any common carrier tariff rates, accessorial charges, or rules and regulations do not apply to any shipment offered under this Agreement. Any change in rates, charges, or rules and regulations shall be mutually agreed to and confirmed in writing, signed by the Parties. Detention and truck ordered not used time must be communicated to Broker within 48 hours of delivery. Any such communication must also include a specific dollar amount per occurrence, or a schedule of charges that will enable the Parties to calculate a reasonable amount to be paid for any such occurrence. Under no circumstances shall Broker be liable for truck ordered not used, detention, accessorial, or other additional charges of Carrier which are not contained in any particular Rate Confirmation Sheet or if Broker does not receive payment from the Shipper for such charges. Further, under no circumstances shall a Broker not indicated on the Rate Confirmation Sheet be jointly or severally liable for the obligations of the Broker indicated on the Rate Confirmation Sheet with respect to shipments pursuant to such Rate Confirmation Sheet.

**8. Payment.**

A. Carrier authorizes Broker to invoice Shippers for services provided by Carrier. Carrier agrees to invoice Broker, and only Broker, and acknowledges that Broker is the sole party responsible for payment of its invoices. Under no circumstance shall Carrier seek payment from Shippers or any entity other than Broker. Additionally, Carrier shall be prohibited from contacting Shippers, receivers, or other third parties whatsoever regarding services performed or loads transported in connection with the TOS. Notwithstanding the foregoing, in the event of a

bankruptcy or receivership proceeding filed by or against Shipper, Carrier agrees that any freight or other charges then due and owing to Carrier shall be the sole responsibility of Shipper and not Broker, and Carrier's sole recourse in the event of nonpayment shall be against Shipper and not against Broker.

B. Except as otherwise agreed to by Broker and Carrier in writing or otherwise stated in the TOS, Broker agrees to pay Carrier for the transportation of shipments under the TOS in accordance with the rates described herein, within thirty (30) days of Broker's receipt of Carrier's invoice, signed delivery document, and other required documents as outlined in the Rate Confirmation Sheet covering such transportation. Carrier will submit an invoice and signed delivery document to Broker within ten (10) days of delivery date, or the date by which the shipment should have reasonably been expected to deliver, whichever is earlier, unless a shorter time period is listed on the Rate Confirmation Sheet. Broker is under no obligation to pay any Carrier invoices that are not submitted within that time period. Carrier agrees that no penalties or interest will be assessed to Broker for past due amounts. Broker may request Carrier to submit the original shipping paperwork at any time. If Carrier fails to submit the original shipping paperwork upon Broker's request, payment may be withheld until such time it is received by Broker.

C. Carrier hereby grants to Broker a non-rescindable right to execute any lien waivers on behalf of Carrier as may be required by Shippers.

D. Carrier automatically assigns, sells, conveys, and transfers to Broker all of its rights and claims to recover any and all freight charges from Shippers and any other third party. Carrier represents and warrants that its interest in the freight charges, contracts, bills of lading, and invoices subject to this assignment are free of liens, claims, or encumbrances of any kind by third parties. If Carrier receives payment from a Shipper or any other third party for the services provided by Carrier, Carrier agrees that such payment is property of Broker and that Carrier shall promptly transfer the same to Broker. Upon the request of Broker, Carrier shall execute and deliver to Broker any further instruments or documents and shall take such further actions as may be reasonably required to fulfill and implement the terms of this Section.

E. Notwithstanding anything to the contrary contained elsewhere in the TOS, Broker shall have the right to set-off against the amounts payable to Carrier under this Agreement or against other amounts owed by Broker to Carrier, any and all claims amounts (even if alleged claims amounts), freight claims amounts (even if alleged), damages, losses, costs, interest (statutory or common law), liabilities of any kind, and/or expenses (including reasonable attorneys' fees) incurred or sustained by Broker, Broker's affiliates and all Cargo Claimants, as defined in Section 9(A), and which arise out of or are related to:

- (i) any breach of any representation or warranty of Carrier under the TOS;
- (ii) any breach of the TOS by Carrier, (iii) any indemnification obligations of Carrier under the TOS;
- (iii) the negligence or intentional acts of Carrier and its drivers, employees, agents, contractors, successors, and assigns;
- (iv) the failure by Carrier to deliver any freight transported hereunder in accordance with the delivery schedule provided by Broker or listed in any associated Rate Confirmation Sheet;
- (v) delays in shipment or losses to goods caused by Carrier's services hereunder or any breach of the TOS by Carrier; and
- (vi) freight claims or other claims which relate to freight transported hereunder.

Without limiting the foregoing, Broker shall be entitled to exercise Broker's set-off rights outlined in this Section 8(E) and to withhold freight fees and other amounts payable to Carrier for any and all loads of freight transported by Carrier hereunder, or assigned/brokered by Carrier in violation hereof, to the extent that Broker is notified by a Cargo Claimant that a freight claim is pending or to the extent that Broker has other reason to believe a freight claim will be filed for damages to cargo or delay in delivery, regardless of whether Broker has actually verified the validity or invalidity of any said claim. Broker's right of set-off shall be in addition to, and not in substitution of, any other right Broker shall have under the TOS, or at law or in equity.

F. Broker agrees to file any overcharge or duplicate payment claims with Carrier within one hundred eighty (180) days of the initial invoice date. Carrier agrees to file any undercharge claims within one hundred eighty (180) days of the initial invoice date. Overcharge, undercharge, and duplicate payment claims will be processed in accordance with 49 CFR Part 378.

**9. Cargo Loss, Damage, and Delay.**

A. For purposes of the TOS, the term “Cargo Claimant” shall mean collectively, (i) Broker, (ii) Shippers, and/or (iii) any third party having a beneficial interest with respect to goods, commodities, cargo, or freight transported in connection with the TOS.

B. Carrier shall be liable to all Cargo Claimants as a carrier under 49 USC 14706, et seq., (the “Carmack Amendment”) for the Full Actual Loss resulting from the transportation of all goods, commodities, cargo, or freight in connection with the TOS while under the Carrier’s care, custody, or control, or while such goods, commodities, cargo or freight are in the care, custody, or control of any third party engaged by Carrier to transport the same in violation of the TOS. Except as may be limited under Section 9(C) below, for purposes of the TOS, the term “Full Actual Loss” shall mean: (i) the full, retail invoice price charged by the Cargo Claimant to the receiver or purchaser for the kind and quantity of product lost, damaged or destroyed, or in the event that the cargo is not being sold, the replacement costs of the kind and quantity of the product, lost, damaged, or destroyed which is documented by the Cargo Claimant; (ii) plus any and all damages, costs, expenses (including, without limitation, reasonable attorneys’ fees, if applicable) or other losses suffered or incurred by the Cargo Claimant of any nature with respect to the load, including, without limitation, lost profits, plant shutdown fees, equipment rental fees, transloading or cross-docking fees, crane costs, penalties, fines, freight costs associated with continued delivery, re-delivery or replacement shipments, and other consequential damages, incidental damages, or other damages of any kind; (iii) plus any amounts charged to Broker or suffered by the Cargo Claimant as a result of any delays in delivery; (iv) plus any and all freight charges (unless included in the invoice price) included in the claim by the Cargo Claimant; (v) plus any and all costs or expenses incurred by the Cargo Claimant in connection with salvaging cargo which are outlined in Section 9(E)(iv) below; and (v) less any net salvage proceeds actually received, if any. Without limiting the foregoing, the liability standard under this Section 9 shall be determined under the Carmack Amendment in all instances, regardless of whether the goods being transported are considered “exempt” or “non-exempt” commodities under the law or which jurisdiction the loss or damage occurred.

C. To the extent that any Cargo Claimant agrees to a limitation of liability for losses to cargo, such limitation shall be applicable to Carrier. No limitation of liability will apply as to delay.

D. Carrier will have no lien upon and hereby waives any and all rights to assess any lien upon any cargo, or portion thereof, transported in connection with the TOS.

E. Broker or the Cargo Claimant may file loss and damage claims with the Carrier within twelve (12) months of the delivery date or, if delivery did not occur, when delivery reasonably should have occurred. Except as set forth below in this Section 9(E), Carrier agrees that the provisions contained in 49 CFR Part 370, shall govern the processing of claims for loss, damage, theft, delay or other loss with respect to property and the processing of salvage:

(i) Without limiting the foregoing, Carrier has thirty (30) days from the date any claim is received to acknowledge such claim, and following acknowledgement, Carrier has an additional ninety (90) days to either pay, decline, or make settlement offer in writing on all claims. Failure of Carrier to pay, decline, or offer settlement within the period listed above shall be deemed admission by Carrier of full liability for the amount claimed and a material breach of the TOS;

(ii) Notwithstanding the terms of the Carmack Amendment, or any laws, rules, or regulations promulgated in connection therewith, including, without limitation 49 CFR Part 370, Carrier agrees to promptly handle and resolve all claims which are submitted either by a Cargo Claimant or Broker. Carrier acknowledges that Broker may file or process cargo claims against Carrier on behalf of other Cargo Claimants, and Carrier agrees to process any and all cargo claims filed by Broker on behalf of a third-party Cargo Claimant as if Broker were the party holding any and all cargo claims rights, except that any release or settlement agreements shall be signed by and the payment of any

applicable Full Actual Loss shall be made to the applicable party holding cargo claims rights. This shall include the right of Broker to file the applicable cargo claims with Carrier and its insurance providers, the right of Broker to facilitate communications with Carrier and its insurance, to direct the salvage process, and to otherwise direct the processing of the claim on behalf of the Cargo Claimant. Carrier agrees to require its insurance company to communicate with Broker, its attorneys and other representatives, on all claims filed by Broker on behalf of a third-party Cargo Claimant to the same extent as if Broker were the party holding the applicable claims rights, but subject to the payor's rights to require that the party holding the claims rights sign a settlement or release agreement and accept the payment;

(iii) Carrier shall immediately notify Broker of any cargo damage, shortage/loss, theft, or delay. Failure to comply with this notice provision shall void any limitation of liability and cause Carrier to be responsible for the Full Actual Loss resulting from shipments in connection herewith, without regard to a Cargo Claimant's ability to mitigate damages;

(iv) The salvageability of any damaged cargo shall be determined by the Cargo Claimant, or Broker if Broker is facilitating the claim under Section 9(E)(ii) above, in its sole discretion, and Carrier shall be liable for all costs and expenses associated with the mitigation of damages, including, without limitation, any inspection costs; storage or warehousing costs; preparation of the cargo for reshipping; and the reshipping, if applicable. Carrier shall not sell, or attempt to sell, any cargo, goods, or other freight either for salvage or otherwise, without the prior written authorization of the Cargo Claimant, or Broker if Broker is facilitating the claim under Section 9(E)(ii) above, which may be withheld in the Cargo Claimant's or Broker's sole discretion. For any damaged product which the Cargo Claimant, or Broker if Broker is facilitating the claim under Section 9(E)(ii) above, permits Carrier to resell, the Cargo Claimant, or Broker under Section 9(E)(ii), will have the right to require that Carrier remove all identifying marks and labels on such product. In the event that Shipper, receiver, cargo owner, or any other Cargo Claimant other than Broker has required Broker to waive rights of salvage or resale, Carrier hereby expressly waives any and all rights of salvage or resale of the subject freight to the same extent as waived by Broker;

(v) Claims based on concealed loss/damage reported to Carrier by Broker within ten (10) business days of the date of delivery will be treated as though an exception notation had been made on the delivery receipt at the time of delivery;

(vi) It is the obligation of Carrier to properly inspect cargo upon the discovery of damage. In the event Carrier fails to inspect the cargo within five (5) business days of the date Carrier becomes aware of the damage, or upon receipt of the goods to be returned to the consignor or shipper because of the damage, whichever is earlier, Carrier waives its rights to inspect the goods and agrees to be bound by the facts presented by claimant; and

(vii) If the cargo is able to be repaired and restored to good marketable condition, Carrier will be liable for the costs of repairs including the costs of all labor and other necessary expenses as well as any shipping costs to or from repair facilities, not to exceed the actual value of the kind and quality of product damage.

F. Broker shall have no liability for any loss or damage to any goods transported by Carrier on shipments offered by Broker. Carrier shall be solely and exclusively responsible for loss or damage to, or delay in delivery of, goods and shipments transported by Carrier under the TOS. Despite the fact that Broker is not liable for cargo loss, damage or delay claims, Broker shall have the right to pay such claim(s) to the party holding cargo claims rights, in which case Carrier shall then be responsible to make payment to Broker for the Full Actual Loss as though Broker (i) were the party holding the cargo claims rights or (ii) had received an assignment of such claim(s) from the party holding such rights.

**10. Sanitary Food Transportation Requirements.** To the extent that shipments offered by Broker to Carrier hereunder contain food that will ultimately be consumed by humans or animals ("Food Products"), the following provisions apply:

A. Carrier must comply with its legal obligations concerning the safe and secure transportation of Food Products, including those required by local, provincial, state, provincial, and federal laws, regulations, ordinances and rules including, but not limited to, the Food Safety Modernization Act (21 U.S.C. § 2201, et seq.), 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.), and the U.S. Food and Drug Administration's Final Rule on the Sanitary Transportation of Human and Animal Food (21 C.F.R. § 1.900 et seq.), collectively (the "Food Safety Laws");

B. Carrier must ensure that vehicles and transportation equipment meet the specifications and/or temperature requirements in the Shipper's instructions. If there is a discrepancy between the Rate Confirmation Sheet and the Bill of Lading, Carrier will contact Broker immediately;

C. When required by, and as specified in the Shipper's instructions, Carrier shall ensure that any and all Food Products requiring temperature control are transported in compliance with such temperature requirements, which will include, without limitation, checking bills of lading, rate confirmation sheets, and/or shipping instructions to determine any temperature requirements, discussing and verifying whether a temperature requirement exists with the customer and/or shipper/loader/dispatcher at origin, pre-cooling any and all equipment if necessary, setting any reefer or temperature control equipment to the proper temperature and setting, venting if needed, maintaining and servicing any and all temperature control equipment, and taking other appropriate measures to ensure temperature requirements are met;

D. Carrier shall implement written procedures regarding temperature control, equipment, and sanitation. Carrier shall adequately train any and all drivers, employees and other transportation personnel regarding the handling and transporting of food products, produce and other perishable items;

E. Carrier shall notify Broker of any failure of temperature control equipment or another condition that would cause food items to become unsafe or adulterated (as defined below);

F. Carrier shall take measures to isolate, segregate and use packaging to prevent contamination of Food Products;

G. Carrier will, upon Broker's request, provide evidence of the following:

(i) the operating temperature for the Food Products, and that the shipper's temperature conditions were maintained during transportation of the Food Products, by presenting ambient temperature measurements upon loading and unloading, time and temperature data taken during the shipment, or as otherwise specified by the shipper's instructions;

(ii) documented written processes to maintain product food safety, including those for: maintaining requisite temperature controls during transport for Food Products subject to the shipper's temperature control requirements; cleaning, sanitizing (as applicable), and inspecting vehicles and transportation equipment used to transport the Food Products; and tracing Food Products that are transported in bulk vehicles;

(iii) transportation traceability, including information regarding: (1) previous cargos hauled in bulk or other vehicles offered for transportation of the Food Products; (2) maintenance and intervening cleaning procedures for docks, vehicles and other equipment; and (3) the appropriate training process for each person under Carrier's supervision or control, involved in the supply chain, and transporting shipments governed by this Section 10; and

(iv) for each shipment, evidence that the Food Products have not been adulterated, as defined in the FD&C Act, and have been transported under sanitary conditions that will protect the product against any temperature abuse or great temperature fluctuations and any physical, chemical, and microbial contamination of the Food Products or the packaging materials, case or container in which they are being transported;

H. Carrier agrees to implement ongoing measures to ensure Carrier is fully and strictly complying with all Food Safety Laws;

I. Carrier agrees to maintain all documentation and records related to the transport of shipments governed by this Section 10, including those documenting the safe and sanitary transport of food, for a period of two (2) years following the latter of pickup or delivery of each shipment;

J. Carrier agrees that food that has been transported or offered for transport, pursuant to this Section 10, under conditions that are not in compliance with the Shipper's instructions as provided to Carrier by the Shipper, through Broker, or otherwise, shall be considered "adulterated" within the meaning of the Federal Food, Drug and Cosmetic Act, 21 U.S.C. §§ 342(a)(i)(4), 342(i). Carrier understands that adulterated shipments may be refused by the consignee or receiver, upon their delivery, at destination;

K. 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 10(A); and

L. Carrier shall defend, indemnify and hold harmless Broker and Shippers, their respective officers, directors, employees, agents, representatives, vendors and customers against any and all claims, demands, actions, causes of action and/or liabilities (actual, potential, threatened or pending) judgments, fines, penalties, orders, decrees, awards, costs, expenses, including attorneys' fees, settlements and claims on account of Carrier's, anyone under its supervision or controls failure to adhere to the requirements of the Food Safety Laws, as further defined in Section 10(A), above, or the adulteration of Food Products.

**11. Trailer Interchange.** Broker and Shipper, as applicable, may allow Carrier to take possession of Trailers for use by Carrier in performance of the Services. The following terms and conditions apply to Carrier's use of such Trailers under the TOS:

A. The term "Trailer" in this Section 11 means a vehicle without motive power, owned or leased by, or under the control of, Broker or Shipper and operated by Carrier pursuant to this TOS, which is designed for carrying cargo drawn by a truck tractor power unit. The term "Interchange" means the act of Broker or Shipper providing, and Carrier receiving, maintaining, and using, Trailers for the transport of cargo received by Carrier hereunder.

B. Upon request from Broker or Shipper, Carrier shall execute a separate interchange agreement with Shipper ("Shipper Interchange Agreement") for the use of Shipper Trailers. Absent a Shipper Interchange Agreement, Carrier shall solely look to Broker for direction as to the Interchange of Trailers. To the extent of any conflict between this TOS and the Shipper Interchange Agreement, the Shipper Interchange Agreement shall supersede and apply solely for the purposes of the Interchange. Carrier shall remain subject to the TOS for the Services, including, but not limited to, liability for loss or damage to cargo pursuant to Section 9 herein.

C. The applicable rates and charges for the Interchange shall be provided in a Rate Confirmation Sheet or as otherwise provided by Broker. If applicable, rates and charges may be provided in the Shipper Interchange Agreement and Carrier shall make payment directly to the Shipper for such rates and charges. Except as provided in the foregoing, Carrier may, in Broker's discretion, be charged a reasonable market or documented lease rate for the Carrier's Interchange of Trailers.

D. Carrier will arrive at the location specified by Broker or Shipper and at the time specified by Broker or Shipper to Interchange a Trailer. Carrier agrees to use said Trailers in a careful and prudent manner and will promptly and expeditiously use each Trailer to transport cargo in accordance with this TOS. Carrier will not permit any Trailer to be out of its possession without the express, written permission of Broker or Shipper and then only to the extent of that permission. Carrier will use each Trailer only for the purpose of handling and transporting cargo under this TOS, unless Broker otherwise agrees in writing. Carrier's use of the Trailer outside of the express purpose provided herein shall result in a charge of sixty dollars (\$60) per day and Carrier shall be liable for such improper use consistent with this TOS. Carrier will be responsible for the safe and timely return of each Trailer in clean and good condition as the initial tender except as otherwise noted by the Carrier prior to use. All drivers using the Trailer shall be at least 21 years of age and fully qualified to operate a truck tractor power unit hauling the Trailer under any and all applicable law. Carrier and its drivers will operate the Trailer at Carrier's cost, including, but not limited to, tolls, overweight permits, and required emission controls. Except as approved by Broker or Shipper in writing, Carrier agrees not to Interchange any Trailer obtained hereunder with third parties. Carrier further agrees not to use the Trailers for: (a) the transportation of persons; (b) to transport or store hazardous waste or explosives; (c) any off-road operation; (d) to push or tow any other equipment or vehicles; (e) to transport bulk cargo or cargo requiring a wash out; or (f) routes which require transport outside of the 48 contiguous United States. When Carrier's use of a Trailer is complete, Carrier



will return the Trailer to the location specified by Broker or Shipper. Carrier's failure to return the Trailer to the designated location at the time required by Broker shall entitle Broker to chargeback against Carrier, including the right to offset, for any and all costs and expenses associated with Broker's repossession of the Trailer, including, but not limited, costs of transportation and repositioning.

E. Carrier will have exclusive possession, control, supervision, and use of each Trailer from the time it receives the Trailer at the Interchange until the time it surrenders the Trailer and Broker or Shipper acknowledges receipt in writing. While in its possession, Carrier will complete daily safety inspections of the Trailer(s) prior to each use, including inspection of proper coolants, oils, grease levels, and proper repair and inflation of tires, proper brake operation including adjustments, and operating lighting replacement of lights, lenses, and bulbs, if required, and in accordance with 49 CFR 396.11. With the exception of ordinary wear and tear, Carrier will be solely responsible for all repairs, maintenance, or replacement of any Trailer or part thereof damaged or lost while in the possession or control of Carrier. Further, Carrier will, at Broker's discretion, directly pay or reimburse Broker or Shipper for all costs and expenses related to said repairs, maintenance, or replacement, including repairs, maintenance, or replacement discovered by Broker or Shipper upon return of the Trailer. If Broker or Shipper requires maintenance on the Trailer, Carrier agrees to return the Trailer to the applicable party within twenty-four (24) hours for said maintenance. Carrier shall be responsible for any and all destruction, loss, theft, or other damages to the Trailer(s) occurring while in its possession or control. In the event of a loss, Carrier shall notify Broker and, if applicable, Shipper within twenty-four (24) hours and shall pay the commercial value of the Trailer at the time it was interchanged. Carrier shall be responsible for any and all costs of towing or removing a disabled Trailer, regardless of fault. Carrier shall notify Broker or, if applicable, Shipper and forward a copy of every demand, notice, summons, or other process of any claims or actions made for death, personal injury, or property damages resulting from operation of any Trailer.

F. Carrier agrees to waive, release, and discharge Broker, its officers, directors, shareholders, employees, representatives, subsidiaries and affiliated companies from any and all claims and demands of any kind or character that Carrier then has or can subsequently acquire against Broker, its officers, directors, shareholders, employees, representatives, subsidiaries, affiliated companies, successors and assigns, for or on account of any matter or anything arising out of or in any manner connected with the Interchange of a Trailer, except if any of the foregoing results solely from the gross negligence or willful misconduct of Broker or its agents or employees. This release will survive any termination or expiration of this TOS.

G. Broker and Carrier may enter into a lease or similar agreement for Carrier's use of Trailers ("Lease Agreement"). To the extent of any direct conflict between this TOS and the Lease Agreement, the terms and conditions of the Lease Agreement shall supersede and apply.

**12. Term.** The TOS shall apply when Carrier accepts the TOS, accepts a shipment tender, or takes possession of the shipment, whichever occurs first, and will continue in effect until terminated pursuant to Section 13 below.

**13. Termination.** Broker may terminate the TOS at any time, with or without cause, by providing written notice to Carrier. Carrier may terminate the TOS at any time without cause, upon ninety (90) days prior written notice or with cause in the event of a breach of the terms and conditions of the TOS by Broker and if Broker fails to cure such breach within thirty (30) days following written notice of default.

**14. Insurance.** Carrier shall procure and maintain at all times during the Term, at its sole cost and expense, with reputable and financially responsible insurance provider acceptable to Broker, the following insurance in not less than the amount specified:

(a) Commercial General Liability Insurance including contractual liability and protective liability coverage (consistent with Carrier's indemnity obligations herein) insuring Carrier against liability in connection with its rendering the services under the TOS in a combined single limit of not less than \$1,000,000.00 per occurrence;

(b) Commercial Auto Liability Insurance insuring against liability for injury to persons, including injuries resulting in death, environmental restoration and loss or destruction of or physical damage to property, including any vehicles or other equipment furnished by the shipper for and in connection with the transportation services the Carrier renders, in a combined single limit of not less than \$1,000,000.00 per occurrence. If Carrier transports Hazardous

Materials that require \$5,000,000 of auto liability insurance by federal or state regulations, the insurance required pursuant to this Subparagraph will be \$5,000,000 per occurrence;

(c) All Risk Broad Form Cargo Insurance insuring Carrier against liability for loss or damage to commodities while in the custody, possession or control of Carrier in an amount not less than \$100,000.00 per shipment. In the event that a cargo loss, damage or delay claim, or any portion thereof, is excluded from coverage by Carrier's insurance, Carrier shall assume complete sole liability and responsibility for the Full Actual Loss not covered by its insurance, and shall indemnify, defend and hold Broker harmless for any the Full Actual Loss with respect to any loss, damage or delay claim asserted against Broker or a Cargo Claimant. The insurance required under this Section 14(c) shall not limit Carrier's liability for cargo loss, damage, and delay as set forth in Section 9 above; and

(d) Workers' compensation insurance for Carrier's employees in accordance with statutory requirements for all applicable jurisdictions.

(e) If Carrier will interchange Trailers pursuant to Section 11, Trailer Interchange insurance applicable to the use of Trailers in an amount not less than \$50,000 or the fair market value of any Trailer used by Carrier, whichever is greater.

Carrier's failure to maintain the insurance coverages required under the TOS shall not limit or preclude Carrier's liabilities and responsibilities arising under the TOS, including Carrier's liability for cargo loss, damage, or delay. Carrier shall bear sole liability and responsibility for the payment of any deductibles associated with the foregoing insurance coverages. Broker and Shipper will be named an additional insured on the insurance policies above, except for workers' compensation insurance. Carrier's insurance coverages must waive the insurer's right to subrogation against Broker and Broker's shipper. The failure of Carrier to secure an appropriate clause in, or endorsement to, Carrier's respective insurance coverages, which waives the right of subrogation as provided above, shall not in any manner affect the intended waiver hereunder, and if Carrier's insurer(s) seeks subrogation against Broker because of the absence of such a waiver and release, then Carrier shall defend, indemnify, and hold Broker harmless from and against any such subrogation claim. Carrier will not have exclusions within any of the above insurance policies for unattended vehicles and unattached vehicles, wet or water damage, rust, corrosion, theft, abandonment, breakdown or malfunctioning of cooling or heating equipment, or any commodity being transported pursuant to the TOS. Carrier will not have coverage limits based on the value per pound within any of the above insurance policies. Carrier will transport shipments pursuant to the TOS on a vehicle that is insured under the Auto Liability policy outlined in Section 14(b). If Carrier's insurance is threatened to be, or is, terminated, cancelled, suspended, reduced, or revoked, Carrier must immediately notify Broker and, in any event, must notify Broker not less than thirty (30) days prior to the cancellation of any insurance hereunder. Carrier shall promptly notify Broker in the event any insurance company providing any insurance required by the TOS is downgraded to an AM Best rating below B+. Carrier shall provide Broker certificates or other evidence of the foregoing insurance coverages and additional insured endorsement.

15. **Wind Turbine Terms and Conditions.** The terms and conditions provided in this Section apply to Services involving wind turbines and their related components (collectively, "Turbines"). To the extent of any conflict with the terms and conditions of this Section 15 and any other provision of the TOS, this Section 15 shall supersede and apply.

(a) **Payment.** Broker shall pay Carrier when Broker receives payment from the Shipper for the Services or any relevant portion of the Services. Carrier specifically acknowledges and agrees that Broker's receipt of payment from the Shipper is a condition precedent to Broker's payment obligations to Carrier for Services involving Turbines.

(b) **Carrier Fitness.** Broker and the Shippers rely on the expertise of Carrier's driver for the safe and damage-free handling of the Turbines and Carrier certifies that all drivers used to transport Turbines are properly trained and have experience in the loading, securement, and safe transportation of Turbines.

(c) **Insurance.** Carrier shall maintain All Risk Broad Form Cargo Insurance in an amount not less than \$500,000.00 per shipment. Carrier shall maintain Commercial Auto Liability Insurance in a combined single limit of not less than \$5,000,000.00 per occurrence which can be obtained through any combination of base, umbrella, and excess insurance policies. All other insurance requirements in Section 14 shall be applicable.

**16. Indemnification.** Carrier shall defend, indemnify and hold harmless Broker, Broker's affiliates and Shippers and Shippers' customers, as well as all other Cargo Claimants, and their respective officers, directors, employees, agents, representatives, vendors and customers (collectively, the "Broker Indemnitees"), against any and all claims, demands, actions, causes of action and/or liabilities (actual, potential, threatened or pending), judgments, fines, damages, punitive damages, penalties, orders, decrees, awards, losses, costs, expenses, including attorneys' fees, settlements and other compensation on account of:

(a) Loss or damage to property, or personal injury, including death, which may be sustained by any Broker Indemnitees arising out of or in connection with (i) Carrier's performance of the services set forth herein, (ii) Carrier's breach of any of its representations, warranties and/or covenants in the TOS, (iii) the performance or non-performance of any obligations under the TOS by Carrier and its drivers, employees, agents, contractors, successors and assigns; and/or (iv) any Interchange or Carrier's use of Trailers;

(b) The Full Actual Loss incurred by any Broker Indemnitees with respect to loss, damage, delay, or other cargo claims in connection with shipments transported by Carrier, its drivers, employees, agents, contractors, successors, and assigns, or any third party to whom Carrier has assigned the transportation in violation of the TOS;

(c) Carrier's failure to comply with workers' compensation requirements or any claim for workers' compensation asserted against Broker or its customer by Carrier's employees or their personal representatives;

(d) Carrier's release or threatened release of any hazardous waste, toxic or hazardous substance or pollutant, as those terms are defined in any federal, state, and local law, regulation, ordinance, and rules applicable to the services set forth herein;

(e) The failure by Carrier or any of its drivers, employees, agents, contractors, successors and assigns to deliver any freight transported hereunder in accordance with the delivery schedule provided by Broker or listed in any associated Rate Confirmation Sheet or on the Shipper's bill of lading or shipping order;

(f) The failure by Carrier to file and/or pay any and all applicable federal, state and local payroll taxes, taxes for unemployment insurance, old age pensions, workers' compensation, social security, with respect to person engaged in the performance of its transportation services hereunder. Broker shall not be liable for any of the payroll-related tax obligations specified herein, and Carrier shall indemnify, defend, and hold Broker harmless from any claim or liability imposed or asserted against Broker for any such obligations.

This Section 16 will not be construed in any circumstance to constitute an indemnification contrary to any government law that prohibits indemnification against loss, liability, cost, or expenses incident thereto caused by the negligence of such indemnity. Exclusions in Carrier's insurance coverage(s) shall not exonerate Carrier from this liability. The parties agree that Carrier's indemnification obligations will survive the termination of the TOS.

**17. Confidentiality.** As part of the business relationship between Broker and Carrier, either party may be in or come into possession of information or data which constitutes trade secrets, know-how, confidential information, marketing plans, pricing, or anything else otherwise considered proprietary or secret by the other ("Confidential Information"). In consideration of the receipt of such Confidential Information and potential business, each party agrees to protect and maintain such Confidential Information in the utmost confidence, to use such Confidential Information solely in connection with their business relationship, and to take all measures reasonably necessary to protect the Confidential Information. Carrier agrees that Broker's charges to its customers are confidential and need not be disclosed to Carrier. Carrier specifically waives any rights it may have under 49 CFR § 371.3. Except as may be required by law, the terms and conditions of the TOS and information pertaining to any Services will not be disclosed by either party to any other persons or entities, except to the directors, officers, employees, authorized contractors, attorneys, and accountants of each party. This mutual obligation of confidentiality will remain in effect during the Term and for a period of two years following any termination.

**18. Non-Solicitation.** Carrier agrees that during the Term and for a period of two (2) years from the date of termination, that neither Carrier nor any employee, officer, director, agent or otherwise of Carrier, shall directly or indirectly solicit traffic from any Broker, consignor, consignee, or customer of the Broker where (a) the availability of such shipments first became known to Carrier as a result of Broker's efforts; or (b) the shipments of the consignor,

consignee, or customer of the Broker was first offered to the Carrier by the Broker. Carrier agrees that during the Term and for a period of two (2) years from the date of termination, that neither Carrier nor any employee, officer, director, agent or otherwise of Carrier, shall directly or indirectly solicit, hire or contract with any of Broker's employees, office personnel, or agents. In the event Carrier violates the terms of this Section 18 and solicits Shippers and obtains traffic from such Shippers, Broker is then entitled, for a period of twelve (12) months after the traffic first begins to move, to a commission from the Carrier of twenty percent (20%) of the transportation or revenue received on the movement of traffic. Carrier understands and agrees that the provisions of the aforementioned covenant not to compete are reasonable as to scope, duration, and geographic area, in light of the mutual promises and other valuable consideration the parties have agreed to in the TOS. Further, Carrier agrees that any violation of the covenant not to compete will cause irreparable injury to Broker, and that Broker will be entitled to a restraining order and an injunction to stop the back-solicitation of traffic.

**19. Force Majeure.** The obligation of Carrier to furnish and of Broker to use the Services provided for in the TOS will be suspended temporarily during the period in which either Party is prevented from performing due to fire, flood, strikes, lockout, epidemic, pandemic, accident, regulatory action or other causes beyond its reasonable control. The Party experiencing force majeure will notify the other Party promptly and take all reasonable steps to eliminate the interruption and resume normal operations as soon as possible.

**20. Waiver of Certain Rights under Federal Law.** Pursuant to 49 USC 14101(b), to the extent that such rights or remedies conflict with the terms and conditions of the TOS, Carrier hereby expressly waives any rights and remedies available to Carrier under (1) state, (2) federal, (3) common law, or (4) under 49 U.S.C., Subtitle IV, Part B.

**21. Limitation of Liability for Broker.** Notwithstanding anything to the contrary in this Agreement, Broker shall not be liable to Carrier, and hereby disclaims responsibility, for incidental, indirect, special, punitive, or consequential damages under the TOS.

**22. Waiver / Enforceability.** The waiver of a breach of any term or condition of the TOS will not constitute the waiver of any other breach of the same or any other term. To be enforceable, a waiver must be in writing signed by a duly authorized representative of the waiving party. The unenforceability of a provision of the TOS or portion thereof will not affect the enforceability of any other provision of the TOS or portion thereof.

**23. Entire Agreement; Order of Precedence.** The TOS, together with any Rate Confirmation Sheets, Shipper Addenda, attachments, exhibits, appendices, and schedules hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior oral or written representations and agreements, including any broker-carrier or similar agreement to which Carrier is party and irrespective of any conflicting terms in such agreement. The order of precedence for conflicting terms and conditions shall be as follows (in descending order): (i) Shipper Addenda; (ii) TOS; (iii) Rate Confirmation Sheets; and (iv) any other attachments, exhibits, appendices, or schedules.

**25. Governing Law.** The TOS is to be construed according to federal law governing transportation and the laws of the state in which Broker or the affiliate or subsidiary which provides services is headquartered, whichever is applicable, and the Parties hereby stipulate the exclusive jurisdiction of the courts situated in the corresponding county of such entity over any litigation between the parties arising hereunder, except that the case may be removed to the appropriate Federal Court in the Western District of Pennsylvania. If any part of the TOS is determined to be contrary to law, such determination shall not affect the validity of any other terms or conditions. Carrier shall pay all costs, expenses and attorney fees which may be expended or incurred by Broker or Shipper in enforcing the TOS or any provision thereof, or in exercising any right or remedy of Broker or its customers against Carrier, or in any litigation incurred by Broker because of any act or omission of Carrier under the TOS.

**25. Notices.** Unless otherwise provided, notices required under the TOS must be in writing and delivered by (a) registered or certified U.S. Mail, return receipt requested, (b) hand delivered, (c) facsimile with receipt of "Transmission OK" acknowledgement, (d) delivery by a reputable overnight carrier service (in the case of delivery by facsimile, the notice will be followed by a copy of the notice delivered as provided in (a)(b) or (c)), or (e) electronic communication, which in order to be effective, requires that the sender receives an affirmative acknowledgement of receipt from the recipient regarding the notice. The notice will be deemed given on the day the notice is received. In the case of notice by facsimile, the notice is deemed received at the local time of the receiving machine, and if not

received, then the date the follow-up copy is received. Notices must be delivered to the addresses provided by the Parties or at such other addresses as may be later designated by notice. For notices to Broker, Carrier shall send a copy to Bridgeway Connects, Inc., Attn: Vice President, 200 Airside Drive, Suite 260, Moon Township, PA 15108.

**26. Binding Effect.** The TOS shall be binding upon and shall inure to the benefit of the successors and permitted assignees of the Parties.

**27. No Joint or Several Liability.** To the extent a Broker offers shipments to Carrier under the TOS, the applicable rights, obligations, and liabilities of a Broker under the TOS, including, without limitation, payment of freight charges, shall solely be with the Broker identified in the Rate Confirmation Sheet and no other Broker nor their respective parent, subsidiary, or affiliate companies shall be responsible for any obligations or liabilities arising as result of such offering. Under no circumstances shall one Broker be jointly or severally liable for the obligations of any other Broker with respect to shipments under the TOS.