

Name : **MPL Brokerage LLC.**
MC# : **43399**
DOT# : **3038527**
Address : **309 Main St.**
Belleville, MI 48111
Phone : **734-485-1100**
Fax :
Email : **info@mplbrokeragellc.com**

This Agreement for Motor CARRIER Services (“Agreement”) is entered into on _____ and shall govern the services provided by _____, a licensed motor CARRIER pursuant to Docket No. MC- _____ (hereinafter referred to as “CARRIER”), and MPL Brokerage LLC with an address at 309 Main St. Belleville, MI 48111 (hereinafter “BROKER”), a licensed property BROKER pursuant to Docket No. MC-43399 which undertakes to arrange the interstate transportation of cargo through CARRIER on behalf of BROKER’S Customer. As used herein, “Customer” shall mean the individual, corporation or other entity which has retained BROKER to perform property Brokerage services, as well as all agents, representatives and subcontractors of said individual, corporation or entity, including, but not limited to all shippers and consignees of the cargo being transported, or any other party claiming a right or interest in the cargo.

1. TERM AND TERMINATION. This Agreement shall be for the period of one (1) year from the date written above and shall be automatically renewed for additional periods of one year, unless cancelled by either party. Either party shall have the right to terminate this Agreement upon thirty (30) days’ prior written notice.
2. OPERATING AUTHORITY, SAFETY AND COMPLIANCE WITH LAW.

CARRIER represents and warrants that:

- a. CARRIER is a Registered Motor CARRIER of Property authorized to provide, as a contract CARRIER, transportation of property under contracts with shippers and receivers and/or BROKERS of general commodities.
- b. CARRIER is in compliance, and shall maintain compliance during the term of this Agreement, with all applicable federal, state (including, but not limited to, as applicable, Title 13 of the California Code of Regulations, §2477, et al., commonly referred to as the California CARB reefer rules) and local laws relating to the provision of its services including, but not limited to: transportation of Hazardous Materials, (including the licensing and training of 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; security regulations; owner/operator lease regulations; loading and securement of freight regulations; implementation and maintenance of driver safety regulations including, but not limited to, hiring, controlled substances, hours of service regulations; sanitation, temperature, contamination requirements for transporting food, perishables, and other products; qualifications and licensing and training of drivers; implementation and maintenance of equipment safety regulations; maintenance of and control of the means and method of transportation including, but not limited to, performance of its drivers.
- c. CARRIER does not have an “Unsatisfactory” safety rating issued by the Federal Motor CARRIER Safety Administration (“FMCSA”), U.S. Department of Transportation, and will notify BROKER in writing immediately if its safety

rating is changed to “Unsatisfactory” or “Conditional,” or if its authority has been suspended or revoked.

3. SHIPMENTS OF FOOD PRODUCTS AND REFRIGERATED SHIPMENTS.

- a. CARRIER represents and warrants that it is experienced in transporting food products and refrigerated products. CARRIER agrees that food which has been transported or offered for transport under conditions that are not in compliance with the load handling instructions, as provided to CARRIER, may be considered “adulterated” within the meaning of the Food, Drug and Cosmetic Act, 21 U.S.O § 342(i), and its implementing regulations, 21 C.F.R. Part 1.900.
- b. CARRIER understands and agrees that adulterated shipments may be refused by the consignee or receiver, upon their delivery, at destination, and CARRIER agrees that it shall bear sole risk of rejection of cargo arising from or related to broken seals or failure to comply with load handling instructions. CARRIER further understands and agrees that delivery time requirements and temperature specifications for the goods it is transporting are part of its essential duties under this Agreement, and that failure to comply with either such specifications may result in partial or total damage to the shipment and/or partial or total rejection of the shipment. CARRIER further understands and agrees that such products are commonly subject to strict quality control specifications that may require destruction of the shipment in the event required temperatures are not maintained, which may eliminate the ability to salvage the shipment in whole or in part.
- c. With respect to the transportation of shipments of food products governed by regulations of the Food and Drug Administration (“FDA”), 21 C.F.R. Part 1.900, and regardless of whether such FDA regulations apply to CARRIER by force of law:
 - (i) CARRIER shall be responsible for the safe and sanitary condition of all equipment used during the transportation of the goods, including all vehicles and Transportation Equipment, as defined in applicable food safety regulations, and shall transport the goods without adulteration.
 - (ii) All Transportation Equipment must be sanitary, dry and leak proof, and free from harmful or offensive odors, pest infestation or any residue or contaminants which would cause adulteration of the particular commodity being transported, as defined in 21 U.S.C. §342.
- d. CARRIER will not accept shipments until CARRIER’s trailer has been pre-cooled to the proper temperature.
- e. CARRIER will confirm that delivery dates and temperature requirements are the same on the bill of lading received at the loading dock and the Rate Confirmation Agreement CARRIER received from BROKER. If there is a discrepancy between the delivery dates and temperature requirements in the bill of lading and the Rate

Confirmation Agreement, CARRIER shall not depart the loading dock without notifying BROKER of the discrepancy and receiving further instructions, and CARRIER assumes all risk of loss to the cargo if it proceeds with transporting the cargo in the absence of notice to the BROKER and receipt of further instructions.

- f. CARRIER shall transport perishables at the required temperature during the entire period of transportation, accepts all risk of loss for loading or transporting shipments at incorrect temperatures, and agrees to defend, indemnify and hold BROKER harmless from and against any and all damages which may be claimed by the owner of the goods as a result of the seal being broken in transit, even if:
 - (i) the refrigeration equipment does not suffer a mechanical breakdown or derangement during the CARRIER's possession of the goods; or
 - (ii) the goods have suffered no verifiable physical loss, but have been rejected on the sole basis that the temperature was not maintained during transit at the temperature set forth in the bill of lading.
- g. CARRIER shall use trailers equipped with downloadable temperature readings where temperature control is required, and shall report to BROKER any temperature variance immediately.
- h. CARRIER shall provide temperature readings and all other data relevant to the operation of its refrigeration equipment immediately upon BROKER's demand. BROKER may request CARRIER to provide temperature reading and data at any point during transit, and CARRIER agrees to provide this information immediately and at no additional charge to BROKER. Failure to do so will entitle BROKER to withhold payment of any freight owed to CARRIER for the load for which records are requested and for any other freight for any other shipments which may then be owed under this Agreement by BROKER to CARRIER.
- i. CARRIER shall be responsible to maintain all required temperature controls and records of the same, and will unconditionally hold harmless, indemnify and defend BROKER for failure to do so. CARRIER warrants and represents that it has maintained its refrigeration systems and all associated mechanisms, as well as hard break records as required by state and federal law, and agrees to provide all records and documentation concerning the same to BROKER.
- j. CARRIER agrees that when it is transporting goods which require the trailer to be sealed immediately after loading, CARRIER accepts responsibility to confirm that the trailer has been appropriately sealed before it leaves the dock to commence any transit. CARRIER further agrees that the trailer will remain sealed during transit, with the seal remaining unbroken and intact until the trailer is accepted and opened by the consignee. In the event the trailer arrives at the place of unloading of the goods with a broken seal, CARRIER is solely responsible for such condition, and agrees to defend, indemnify and hold BROKER harmless

from and against any and all damages which may be claimed by the owner of the goods as a result of the seal being broken in transit, even if the goods have suffered no verifiable physical loss and were rejected on the sole ground that the seal was broken in transit.

- k. In the event a food product and/or refrigerated shipment is partially or wholly rejected (for any reason), or CARRIER is unable to deliver a shipment for any reason, CARRIER will immediately notify BROKER (or shipper if directed by BROKER), for disposition/salvage instructions. Pending receipt of disposition instructions, CARRIER shall place the shipment in a holding facility as instructed by BROKER, or BROKER's Customer, or if no instructions then at a receiver, a public warehouse, or in its own storage facility at the required temperature.
4. CARRIER'S COVENANTS. In performing the Services, CARRIER agrees that it will, at all times during the Term, and at its own expense, comply with the following covenants:

- a. CARRIER will provide a sufficient number of drivers, with enough available hours of service, to pick up and deliver the tendered load(s) within the time frame(s) requested by BROKER and/or its CUSTOMERS, without violating the FMCSA hours of service regulations, set forth in 49 C.F.R. § 395.3, or any other Laws (defined below).

- b. CARRIER will maintain knowledge of and compliance with all federal, state, and local laws and regulations of the United States, or any other country in which CARRIER transports the load, related to the Services ("Laws"), including, without limitation, those Laws related to the transportation of Hazardous Materials, as defined in 49 C.F.R. §§ 172.800, .173, and .397, or waste (collectively "HAZMAT"); security; owner/operator lease and lease agreements; loading and securing of freight; implementation and maintenance of driver safety programs (including, without limitation, hiring, controlled substances, and hours-of-service requirements), electronic logging devices, sanitation, temperature, and contamination requirements for transporting food, perishable, and other products; qualifying, licensing, and training of drivers; implementation and maintenance of equipment safety regulations; environmental or emissions programs in areas in which CARRIER operates, including, without limitation, California Transport Refrigeration Unit (TRU) and Airborne Toxic Control Measure (ATCM); and maintenance and exclusive control of the means and method of transportation, including, without limitation, performance of its drivers and all applicable insurance Laws. CARRIER certifies that any TRU equipment furnished will be in compliance with the in-use requirements of all of California's TRU regulations. CARRIER will be responsible for any and all fines assessed against any party, including BROKER and CUSTOMERS,

for CARRIER's failure to adhere, in whole or in part, to any ARB/ATCM regulation or any other Laws. BROKER is an equal opportunity employer and federal contractor; thus, if CARRIER provides Services subject to a federal contract, then CARRIER agrees that, to the extent applicable: (1) CARRIER will comply with the following laws, which are incorporated herein by reference: Executive Order 11246, Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws, 41 CFR § 60-300.5(a), and 41 CFR § 60-741.5(a); and (2) CARRIER and its subcontractors will abide by the requirements of 41 CFR § 60-300.5(a) and 41 CFR § 60-741.5(a). These regulations prohibit discrimination against qualified protected veterans and qualified individuals on the basis of disability and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities.

c. CARRIER will perform the Services with the highest quality of professional skill and care demanded in the transportation industry, with due diligence, and in the best interest of and to the satisfaction of BROKER and CUSTOMERS, each of which will be determined by BROKER in its sole discretion.

d. CARRIER bears the ultimate and exclusive responsibility to manage, govern, discipline, direct, and control its employees, agents, contractors, owner/operators, leases, and equipment in compliance with all Laws. CARRIER and BROKER agree that the safe, legal, and proper operation of the CARRIER and its drivers supersede any requests, demands, preferences, instructions, or information provided by BROKER or CUSTOMERS with respect to any load; and if any employee of BROKER or CUSTOMERS requests, demands, or instructs CARRIER to do any act in violation of any Laws, CARRIER will not violate such Laws and will immediately contact BROKER.

e. CARRIER will notify BROKER immediately if its Operating Authority is revoked, suspended, downgraded, negatively affected, or rendered inactive for any reason, and/or if CARRIER or any related entity is sold, rights or interests assigned, if there is a change in control of ownership, and/or any insurance required by this Agreement is threatened to be or is terminated, cancelled, suspended, or revoked for any reason.

f. CARRIER authorizes BROKER to invoice CARRIER's freight charges to shippers, consignees, or third-parties responsible for payment.

g. Any terms of the bill of lading (“BOL”)(including, without limitation, payment terms, limitations of liability, and stamped terms) or CARRIER’s tariffs or circulars that are inconsistent with either the terms of this Agreement or any agreement between BROKER and CUSTOMERS are void and will be controlled by the terms of this Agreement.

h. CARRIER is bound by any agreement entered into between BROKER and CUSTOMERS related to the loads. If CARRIER agrees to perform Services on any loads that involve the transportation of intermodal containers or trailers that are not owned by CARRIER, then CARRIER is fully responsible and liable for (i) ensuring that the container, trailer, and chassis are suitable for transport, including, without limitation, checking the brakes and tires of the trailer or chassis, checking that any refrigerator unit attached to the trailer or container is fueled and working properly and at the correct temperature, and properly securing containers to chassis; (ii) any loss or damage to the container, trailer, and chassis while in CARRIER’s possession or control; (iii) complying with any Laws, rail or ocean CARRIER tariffs or circulars, and agreements related to the container or trailer; and (iv) insuring the trailer or container and its cargo, including refrigerator breakdown coverage.

i. CARRIER agrees that this Agreement applies to any load tendered directly to CARRIER by BROKER, as well as any load which CARRIER knows or should have known involved BROKER.

5. GENERAL CARRIER DUTIES. CARRIER agrees to the following general CARRIER duties. (These duties are in addition to any other duties required in this Agreement or in Laws)

a. Drivers will check in with BROKER every day (including Saturday, Sunday, and holidays) between 8:00 a.m. and 9:00 a.m. EST, giving their current location and load temperature.

b. CARRIER will call BROKER immediately to report any problems related to the Services. BROKER is available 24 hours a day, 7 days a week, 365 days a year.

c. CARRIER will report any overage, shortage, or damage at loading or delivery to BROKER immediately upon becoming aware of such overage, shortage, or damage, and CARRIER assumes all liability for failing to so notify BROKER.

d. If any payment for lumper services (loading/unloading) is agreed upon between BROKER and CARRIER, CARRIER must supply a legible unloading receipt with lumper’s full name, address, and contact information accompanied by the BROKER’s

authorization number assigned to this particular load. Unless CARRIER provides this information within 24 hours of delivery, CARRIER will not be reimbursed for lumper costs.

e. For all pallet exchange loads, the number of pallets in and out must be clearly notated on the original BOL.

f. All loads tendered to CARRIER require exclusive use of trailer space solely for the freight related to that particular load, unless otherwise agreed in writing with BROKER. CARRIER assumes all liability, including, without limitation, any costs incurred by BROKER, caused by CARRIER loading any unauthorized freight on a load.

g. Any costs incurred by BROKER due to CARRIER being late for pick-up or delivery appointments may be charged to CARRIER.

h. Any product which must be disposed of must have prior consent from BROKER before being disposed of by any party. If a load is disposed of without prior written consent from BROKER, CARRIER is liable for the entire value of the load, plus any other associated damages. CARRIER is required to remit to BROKER any funds received from salvage and/or insurance. Before loading begins, CARRIER's driver must have a sufficient number of load locks or other suitable cargo securing devices to secure the load.

j. Loads that are sealed at the shipping point are to remain sealed until an authorized person at the receiver breaks the seal. If the seal is broken by an unauthorized person, CARRIER will be fully liable for the greater of either (i) the invoice amount to CUSTOMER or (ii) the cost of the product. In addition, CARRIER will also be liable for any other expenses arising from or related to the unauthorized removal of the seal.

k. CARRIER will provide a trailer that is in sound mechanical and structural condition, and is clean, dry, free of defects, and suitable in all respects to accept, load, and transport the load.

l. CARRIER will not, unless expressly authorized to do so by BROKER, contact or communicate directly with CUSTOMER. This includes CARRIER's agents, representatives, heirs, or assigns. This Section will not prohibit communication with dock workers, as long as such communication is limited to the minimum amount of communication necessary to perform the Services for that load.

m. CARRIER's drivers will not, under any circumstances, use a cellular phone, whether by talking, texting, or otherwise, while operating a vehicle related to the Services.

n. At all times, CARRIER will use proper, working equipment acceptable to CUSTOMER, train its personnel in sanitary transportation practices and document all training, maintain all necessary records, abide by all Laws, and follow all protocols communicated to CARRIER when transporting human and/or animal food.

6. SHIPMENTS AND PERFORMANCE OF SERVICES.

- a. BROKER agrees to solicit and obtain freight transportation business for CARRIER on a non-exclusive basis to the mutual benefit of CARRIER and BROKER. This Agreement does not grant CARRIER an exclusive right to perform the transport related services for BROKER or its Customer, and BROKER is free to engage other motor CARRIERS to engage in similar transportation services. Neither party has any volume commitment obligations. CARRIER agrees and acknowledges that all calls are recorded by BROKER.
- b. CARRIER shall not claim or demand BROKER's commissions earned by BROKER on shipment subject to the Agreement. CARRIER expressly waives its right to receive and review information, including BROKER's commission information, pursuant to 49 C.R.R. §371.3.
- c. CARRIER agrees that insertion of BROKER's name as the CARRIER on a bill of lading shall be for BROKER's Customer's convenience only and shall not change BROKER's status as a property BROKER or CARRIER's status as a motor CARRIER.
- d. CARRIER represents and warrants that it will not BROKER, subcontract, interline, co-BROKER, assign or trip lease any shipments which BROKER has tendered to CARRIER to any other person or entity conducting business under a different operating authority without the prior written consent of BROKER. Without such written consent, all tendered shipments shall be transported only on equipment insured, placarded and controlled by CARRIER. In the event that CARRIER breaches this warranty, CARRIER shall remain directly liable to BROKER and its customer as if CARRIER transported such shipment under its own authority in accordance with this provision, and shall further defend, hold harmless and indemnify BROKER and its customer from and against any and all loss, liability, damage to the shipment or any other damage, claim, fine, cost or expense, including reasonable attorney's fees, arising out of or in any way related to the breach of this warranty, including any demand for freight charges by the actual delivering CARRIER. BROKER shall also have the right to pay any freight it may owe CARRIER directly to the delivering CARRIER, in lieu of payment to

CARRIER. CARRIER agrees that, as liquidated damages, BROKER is entitled to reimbursement of all freight BROKER paid CARRIER, as well as (1) any freight BROKER paid to the actual delivering CARRIER; (2) any freight for any other any other shipments under this Agreement which may be owing by BROKER to CARRIER; (3) \$25,000 as liquidated damages for the damages for loss of business and reputation caused by the breach of this provision.

- e. CARRIER shall transport shipments to the destination specified in the bill of lading without delay caused by anything within CARRIER's control and with reasonable dispatch, unless a the shipper specifies a delivery date and/or time prior to CARRIER's receipt of the shipment, in which case, delivery shall be performed in accordance with the schedule specified by the shipper.
- f. CARRIER shall sign the rate confirmation promptly before picking up any loads tendered to CARRIER. If CARRIER does not sign rate confirmation, BROKER reserves the right to deny any claims arising out of the shipment.
- g. CARRIER agrees that the safe transportation of the shipment over the road is the non - delegable duty of CARRIER. At the time each shipment is received by CARRIER from BROKER's customer, CARRIER will request and obtain instructions concerning all handling, securing and cargo protection requirements from the customer, including specifications noted on the bill of lading. CARRIER agrees that it has the non-delegable duty to inspect all Bills of Lading and the shipment for any overweight, over- dimension, bracing, blocking, securing and balancing issues or requirements prior to commencing transportation, and that it does not rely on BROKER for this information or assessment. CARRIER is solely responsible for ensuring that all shipments are properly blocked and braced for transportation. CARRIER is responsible to confirm the actual weight and count received from the shipper prior to commencing any transit, and is responsible for any shortage on delivery.

7. RATES.

CARRIER agrees to transport shipments tendered by BROKER at the rates and charges as set forth in BROKER's "Load and Rate Confirmation," 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. CARRIER and BROKER agree that any tariff rates, accessorial charges, rules and regulations established and/or published by CARRIER shall not apply to any shipment tendered under this Agreement unless specifically agreed to by CARRIER and BROKER, in writing. Any change in rates, charges, or rules and regulations shall be mutually agreed to and confirmed in writing, signed by both parties. Rate Confirmation Sheets shall be deemed to be accepted amendments to this Agreement. Due to document storage considerations, the Rate Confirmation Sheet need not be attached to the original

Agreement, but may be kept with the shipping papers that are retained as to the individual shipment. The same requirements of retention and availability to inspection that apply to the written agreement shall apply to the Rate Confirmation Sheet. If either party disputes the accuracy of the amended rate, that party shall, within 24 hours of receipt of it, notify the other party, and a disputed rate shall not become an amended rate until agreed to by both parties. The Rate Confirmation will be the governing document for what rate is to be paid, no previous or future oral or written communication will be valid. If there is an amendment to the rate, a new Rate Confirmation must be sent and signed by both parties.

8. PAYMENT TERMS.

- a. CARRIER has investigated, monitored, and agrees to conduct business hereunder based on the credit-worthiness of BROKER and is granting BROKER credit terms accordingly.
- b. On all shipments tendered to CARRIER pursuant to this Agreement, compensation shall be paid to CARRIER solely and exclusively by BROKER, in the amount(s) set forth in the CARRIER Rate Confirmation Agreement sent by BROKER to CARRIER for shipments BROKERed to CARRIER. The CARRIER Rate Confirmation Agreement, including all warranties, terms and conditions contained therein, is hereby incorporated herein by reference and shall be considered a part of this Agreement. Any accessorial charges such as loading-unloading fee, entry fee, pallet exchange, etc. are included in agreed freight rate.
- c. As a condition precedent to payment, CARRIER shall submit to BROKER the bill of lading and proof of delivery, and any other documents which BROKER may require for the shipment, WITHIN THREE (3) DAYS of delivery of each shipment transported pursuant to this Agreement. BROKER agrees to pay CARRIER's invoice within 45 days of receipt of the bill of lading, proof of delivery and any other required shipping documents, provided CARRIER is not in default under the terms of this Agreement.
- d. CARRIER shall submit any accessorial documents or receipts, including but not limited to, lumper receipts, wash tickets, scale tickets, temperature downloads, pallet exchange, within 48 hours of delivery. If these documents are not submitted within 48 hours of delivery BROKER retains the right to deduct \$100 from the agreed upon contracted rate.
- e. BROKER shall not be responsible for the payment of any freight bills for any charges which are not submitted to BROKER by CARRIER within 30 days of the date of delivery of the shipment(s) represented on any such freight bills. Any claim for overpayment or underpayment for the motor CARRIER services provided pursuant to this Agreement shall be presented by the party asserting the claim to the other party within 30 days of the discovery of the claim, but in no

event will any such claim(s) be asserted more than thirty (30) days after the delivery of the shipment(s) giving rise to any such claim. Any civil action to recover or collect any unpaid freight charges, overcharges or undercharges shall be instituted within 18 months of the date of delivery, or its right to sue or otherwise seek payment shall be waived.

- f. CARRIER authorizes BROKER, and grants BROKER the exclusive right, to invoice CARRIER's freight charges directly to BROKER's Customer or any party to the bill of lading. CARRIER ACKNOWLEDGES AND AGREES THAT CARRIER IS PROHIBITED UNDER THIS AGREEMENT FROM CONTACTING BROKER'S CUSTOMERS, CONSIGNORS, CONSIGNEES, OR ANY OTHER PARTY APART FROM BROKER, CONCERNING PAYMENT FOR CARRIER'S SERVICES UNDER THIS AGREEMENT, AND SHALL REFRAIN FROM ALL COLLECTION EFFORTS AGAINST ANY SUCH PERSON OR ENTITY. CARRIER FURTHER AGREES THAT THIS PROHIBITION EXTENDS TO AND INCLUDES ANY AND ALL COLLECTION AGENTS, FACTORING AGENTS OR ATTORNEYS ACTING ON CARRIER'S BEHALF. CARRIER shall be liable for all damages BROKER incurs as a result of any breach of this provision, including damages for loss and interruption of business, damage to BROKER's commercial reputation, loss of profits and tortious interference with business relations, and agrees that BROKER shall be entitled to seek injunctive relief.
- g. CARRIER hereby assigns to BROKER all its rights to collect freight charges from BROKER's customers or any responsible third party on receipt of payment from BROKER.
- h. CARRIER agrees that BROKER has the discretionary right to offset any payments owed to CARRIER hereunder for liability incurred by BROKER as a result of CARRIER's breach of this agreement, including, but not limited to, claims for cargo loss, damage, or delay.
- i. CARRIER agrees to release, defend, indemnify, and hold BROKER harmless from and against any delay or loss of funds due to incorrect or incomplete information supplied by CARRIER or CARRIER's financial institution or due to an error on the part of CARRIER's financial institution depositing funds to CARRIER's account. CARRIER agrees that BROKER cannot be held responsible or liable for overdrafts or overdraft fees incurred before funds are deposited.
- j. CARRIER agrees that any tariffs, circulars, pricing authorities and/or similar documents that it publishes shall not apply to the transportation services provided by the CARRIER under this Agreement.
- k. Waiver of Lien. CARRIER shall not withhold any goods of any BROKER'S customer on account of any dispute as to rates or any alleged failure to receive payment of freight charges incurred under this Agreement.

1. **Surety Bond Claims.** In the event CARRIER files any claim against BROKER's surety bond and that claim is rejected, denied or withdrawn, CARRIER shall be liable for BROKER's attorney's fees and costs in defending against such claim, and for any damages BROKER has sustained as a result of such claim being lodged against its bond.

9. BILLS OF LADING.

- a. CARRIER shall issue and sign a standard, uniform straight bill of lading or other receipt ("Bill of Lading") in compliance with 49 C.F.R. §373.101 (and any amendments thereto), for the property it receives for transportation under the Agreement. If the CARRIER permits the shipper to prepare the Bill of Lading, CARRIER warrants that it shall ensure that the Bill of Lading properly names CARRIER as the "CARRIER" before signing it, and shall strike out any incorrect designation of the BROKER, or any other entity, as CARRIER, and write in the CARRIER's name.
- b. Unless otherwise agreed in writing, CARRIER shall become fully liable for the cargo when it takes and/or receives possession thereof, or the CARRIER's trailer is loaded, regardless of whether a Bill of Lading has been issued, signed by and/or delivered to CARRIER. CARRIER's liability shall continue until delivery of the shipment to the consignee and receipt of signature from the consignee on the Bill of Lading or delivery receipt. The Bill of Lading shall be prima facie evidence of the receipt of the shipment in good order and condition by the CARRIER, unless otherwise noted on the face of the Bill of Lading. CARRIER shall notify BROKER immediately of any exception made on the Bill of Lading or delivery receipt.
- c. CARRIER shall submit the original of the Bill of Lading to BROKER. If CARRIER fails to retain custody of the original Bill of Lading, CARRIER assumes all risk of loss from any resulting failure in being able to prove delivery in good condition.
- d. Upon delivery, CARRIER shall submit the signed Bill of Lading within 72 hours of delivery. If the Bill of Lading is not submitted within this time period, BROKER retains the right to deduct \$100 from the agreed upon contracted rate. If CARRIER does not submit the Bill of Lading within 30 days, BROKER retains the right to deduct \$300 from the agreed upon contracted rate.
- e. Any terms of the Bill of Lading (including, but not limited to, payment and credit terms, released rates and released value) inconsistent with the terms of this Agreement shall be controlled and superseded by the terms of this Agreement.

10. CARGO LOSS, DAMAGE OR DELAY.

- a. CARRIER shall have the sole and exclusive care, custody and control of cargo tendered by BROKER from the time the CARRIER picks up the cargo for

transportation until delivery to the consignee. CARRIER shall be liable to BROKER, its Customer, bill of lading parties and other cargo interests (collectively "cargo claimants") for the full actual loss or damage to the cargo tendered pursuant to this Agreement occurring during interstate or intrastate motor truck transit, and shall indemnify, defend and hold harmless BROKER, and its Customer, from and against any loss, delay (including late delivery penalties), damage to or destruction to the cargo arising from CARRIER'S performance of or failure to perform services under this Agreement. CARRIER's indemnification liability herein for cargo loss and damage claims shall include BROKER's reasonable attorneys' fees incurred in its own defense and to enforce its right to indemnity and defense, which shall constitute special damages, the risk of which is expressly assumed by CARRIER. CARRIER is prohibited from limiting liability based on released rates, and any attempt to limit liability in a bill of lading or otherwise shall be null and void.

- b. CARRIER shall comply with 49 C.F.R. §370.1 et seq., and any amendments and/or any other applicable regulations adopted by the FMCSA, or any applicable state regulatory agency, for processing all loss and damage claims.
- c. CARRIER shall pay, decline or make settlement offer in writing on all cargo loss and damage claims within 15 days of receipt of a claim from BROKER. Failure of CARRIER to pay, decline or offer settlement within such 30-day period shall be deemed admission by CARRIER of full liability for the amount claimed and shall be deemed a material breach of this Agreement.
- d. In the event a claim is not resolved to the satisfaction of BROKER or its customer within 30 days of presentation, BROKER, in its sole discretion, may elect to offset the full amount of the claimed amount against freight charges otherwise due and owing to CARRIER until the merits of the claim are resolved. In addition, in such event, BROKER may, in its sole discretion, elect to pay its customer's claim, in whole or in part, and BROKER (a) shall be entitled to indemnity from CARRIER pursuant to paragraph 7.a above for the full claim amount BROKER pays its customer in settlement of any cargo claim; (b) shall be entitled to sue CARRIER in BROKER's name and/or as assignee of its Customer, as a claim for indemnity and breach of contract under this Agreement; and (c) CARRIER expressly waives any right to claim BROKER paid its customer's claim as a volunteer, or that any aspect of BROKER's claim is preempted by 49 U.S.C. 14706.
- e. CARRIER waives any right to salvage goods subject to this provision, as well as any right to claim an offset for the value of salvage.
- f. In the event of damage to branded or labeled goods, or to food products governed by regulations of the FDA, 21 C.F.R. Part 1.900, BROKER's customer may determine, in its sole discretion, whether goods may be salvaged. If BROKER's

customer permits its goods to be salvaged, and CARRIER pays the full, actual value of the damaged goods, CARRIER may then, and only then, retain custody of the goods after removing any identifying marks or labels and/or complying with the customer's specific conditions of salvage, and, in the case of food products, CARRIER must do so in compliance with all applicable food safety regulations.

- g. Any exclusion from coverage contained in CARRIER's cargo insurance as required herein shall not affect CARRIER's liability for cargo loss, damage, or delay.
11. EQUIPMENT AND DRIVERS. CARRIER represents and warrants, that at its sole cost, it shall (1) provide the necessary equipment ("Equipment") and qualified personnel for completion of the transportation services required for BROKER and/or its customers under this Agreement; (2) pay all expenses related, in any way, with the use and operation of the Equipment; (3) maintain Equipment in good repair, mechanical condition and appearance; and (4) utilize only competent, able and legally licensed personnel. CARRIER shall have full control of such personnel. CARRIER will not supply equipment that has been used to transport hazardous wastes, solid or liquid, regardless of whether they meet the definition in 40 C.F.R. §261.1 et. seq.
12. INDEPENDENT CONTRACTOR. It is understood and agreed that the relationship between BROKER and CARRIER is that of independent contractor and that no employer/employee relationship exists or is intended. BROKER has no control of any kind over CARRIER, including but not limited to routing of cargo, and nothing contained herein shall be construed to be inconsistent with this provision. CARRIER shall perform the services hereunder as an independent contractor, and shall assume complete responsibility for all state and federal taxes, assignments, insurance, including but not limited to: workers compensation, unemployment compensation, disability, pension and social security insurance and any other financial obligation arising out the transportation hereunder. This Agreement does not create, nor shall it be deemed to create, a partnership, joint venture or agency relationship between BROKER and CARRIER. CARRIER shall have the exclusive control over its operations, equipment, employees, contractors, subcontractors, and agents, as well as tractors, trailers and other equipment, used to perform transportation services under this Agreement. CARRIER admits that BROKER has no right to control, discipline or direct the performance of CARRIER, its employees, contractors, subcontractors, agents or drivers, and neither the terms this Agreement, nor any act or omission of BROKER, shall be construed to imply coercion of CARRIER or CARRIER's drivers, employees or agents to violate any driver safety rules and regulations, including but not limited hours-of-service rules and regulations.
13. INSURANCE. CARRIER represents and warrants to BROKER (and to its customers) that it meets the following criteria:

- a. CARRIER shall maintain Broad Form Motor Truck Cargo Liability (“Cargo”) insurance, covering all owned, non-owned and hired vehicles, scheduled and unscheduled, in the amount of not less than \$100,000 per shipment. Such insurance policy shall provide coverage to BROKER, BROKER’S customer and the beneficial owner and/or consignee for any loss, damage or delay related to any property coming into the possession of CARRIER under this Agreement. The coverage provided under the policy shall have no exclusions or restrictions of any type that would foreseeably preclude coverage relating to cargo claims.
- b. CARRIER shall maintain Public Liability and Property Damage Insurance (Automobile), including owned, hired and non-owned vehicles, in the amount of not less than \$1,000,000 per occurrence (with BMC-91 on file).
- c. CARRIER shall maintain worker’s compensation insurance as required by state law.
- d. CARRIER shall maintain trailer interchange insurance as well as non-owned trailer. If CARRIER uses BROKER’s equipment such as a trailer, CARRIER agrees to hold BROKER harmless and indemnify BROKER for all costs associated with any claim, including but not limited to: cargo claims, liability claims and physical damage to the equipment claims.
- e. CARRIER shall have Commercial General Liability coverage in the amount of not less than \$1,000,000 per occurrence.
- f. CARRIER shall provide a certificate of insurance naming BROKER as additional insured on any Commercial General Liability of Automobile Liability insurance policy, and as a “loss payee” on the Cargo policy.
- g. CARRIER shall furnish to BROKER written certificates obtained from the insurance CARRIER(s) showing that such insurance has been procured, is being properly maintained, the expiration date, and specifying that written notice of cancellation or modification of the policies shall be given to BROKER at least thirty (30) days prior to such cancellation or modification. Upon request of BROKER or its designated insurance consultant, CARRIER shall provide BROKER, BROKER’s consultant, or customer with copies of the applicable insurance policies.
- h. If CARRIER’s insurer denies coverage for any claim for cargo loss and damage for which payment is owed to BROKER or its customer under the terms of this Agreement, or otherwise fails or refuses to pay such claim, then the officer of CARRIER signing this agreement (the “Guarantor”) hereby absolutely and unconditionally personally guarantees the prompt, complete, and full and punctual payment of CARRIER’s obligations hereunder. The obligation of the Guarantor is primary and independent of CARRIER’s obligations under this Agreement and may be enforced directly against the Guarantor independently of and without

proceeding against CARRIER or exhausting or pursuing any remedy against CARRIER or any other person or entity.

- i. **Limited Power of Attorney.** CARRIER does, by this Agreement, make and appoint BROKER, and BROKER's duly appointed agents, its true and lawful attorney, in CARRIER's place and stead, for the following specific purpose only: to communicate with CARRIER's Motor Truck Cargo Liability Insurer regarding any and all aspects of any cargo claim arising under the scope of the Agreement, including, but not limited to, the coverage, adjustment and disposition of such claims, giving and granting BROKER full power and authority to do and perform all and every act and thing whatsoever necessary to be done in and about the specific and limited premises (set out herein) as fully, to all intents and purposes, as might or could be done if performed by CARRIER, hereby ratifying and confirming all that BROKER shall lawfully do or cause to be done by virtue hereof.
14. **INDEMNIFICATION.** CARRIER shall defend, indemnify, and hold BROKER, its customer, and their respective parents, subsidiaries, affiliates, employees, officers, directors and agents affiliated entities, harmless from and against any and all losses, harm, injuries (including personal injury and death), damages (including cargo loss and damage, theft and delay), claims, costs, expenses (including reasonable attorney's fees incurred in the defense of claims and in enforcing the right of indemnity and defense) and liabilities, arising out of or in any way related to the services provided by CARRIER, its employees, agents and contractors, under this Agreement, unless resulting directly from the negligence or willful act or omission of BROKER or its customer.
 15. **FACTORING.** CARRIER will provide BROKER written notice of any assignment, factoring, amendment, or other transfer of its right to receive payment arising under this Agreement, which may affect BROKER's payment obligations ("Pay Assignment"), at least thirty (30) days prior to the effective date of such Pay Assignment. BROKER is not obligated to honor any Pay Assignment unless such notice is proper and timely received. At minimum, each written notice will include the name and address of the factoring company, assignee, or transferee; date signed; date Pay Assignment is to begin; and the terms of the Pay Assignment. Notice is considered delivered upon receipt of written notice by BROKER. BROKER will have the right to ask for, and CARRIER will be obligated to furnish, any further documentation BROKER requires in order to satisfy BROKER as to the authenticity and requirements of the Pay Assignment. BROKER's payment obligations will not be subject to more than one Pay Assignment at any one time. Any and all Pay Assignments are taken subject to all the terms of this Agreement regardless of when or if BROKER receives a notice of Pay Assignment. If CARRIER wants to terminate a Pay Assignment, a written release from

the CARRIER and the Pay Assignment's assignee, in a form satisfactory to BROKER's counsel, must be received by BROKER specifying the terms and date of release. If CARRIER fails to comply with any one of the requirements of this Section, then CARRIER releases and waives any and all right, claim, or action against BROKER and CUSTOMERS for any amount due and owing under this Agreement.

16. BACK SOLICITATION. CARRIER shall not knowingly solicit shipments (or accept shipments) for a period of 15 month(s) following termination of this agreement for any reason, from any shipper, consignor, consignee, or other customer of BROKER, when such shipments of shipper customers were first tendered to CARRIER by BROKER. In the event of breach of this provision, BROKER shall be entitled, for a period of twelve (12) months following delivery of the last shipment transported by CARRIER under this Agreement, to a commission of fifteen percent (15%) of the gross transportation revenue (as evidenced by freight bills) received by CARRIER for the transportation of said freight as liquidated damages. Additionally, BROKER may seek injunctive relief and in the event it is successful, CARRIER shall be liable for all costs and expenses incurred by BROKER, including, but not limited to, reasonable attorney's fees.
17. Non-Solicitation of Employees. CARRIER shall not solicit any of BROKER's employees at any time during the course of this agreement. In the event CARRIER solicits BROKER's employees, BROKER reserves the right to withhold 25% of outstanding monies owed to CARRIER.
18. ASSIGNMENT/BENEFIT OF AGREEMENT/CUSTOMER AS THIRD PARTY BENEFICIARY. Neither this Agreement nor any of the rights or obligations hereunder may be assigned (including, without limitation, by operation of law, merger, change of control or otherwise), delegated or subcontracted, without the prior written consent of BROKER. Any unauthorized assignment, delegation or subcontracting of this Agreement or any of the rights or obligations hereunder shall be null, void and of no effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, successors and assigns. IT IS EXPRESSLY AGREED BETWEEN THE PARTIES THAT BROKER'S CUSTOMER IS INTENDED TO BE A THIRD-PARTY BENEFICIARY UNDER THIS AGREEMENT AS TO ALL PROVISIONS, INCLUDING, BUT NOT LIMITED TO, PARAGRAPH 5.e OF THIS AGREEMENT PROHIBITING CARRIER, OR ANY COLLECTION AGENT OR ATTORNEY RETAINED BY CARRIER, FROM SEEKING COLLECTION OF FREIGHT CHARGES FROM BROKER'S CUSTOMER, and no other party shall be considered a third-party beneficiary of this Agreement, except as otherwise set forth in this Agreement.
19. SEVERABILITY AND SURVIVAL. In the event any of the terms of this Agreement are determined to be invalid or unenforceable, no other terms shall be affected and the unaffected terms shall remain valid and enforceable as written. The representations,

rights and obligations of the parties hereunder shall survive termination of the Agreement for any reason.

20. CONFIDENTIALITY. In addition to confidential information protected by law, statutory or otherwise, the parties agree that all of their financial information and that of their respective customers, including, but not limited to, freight and Brokerage rates, amounts received for Brokerage services, amounts of freight charges collected, freight volume requirements, as well as personal customer information, customer shipping or other logistics requirements shared or learned between the parties and their respective customers, shall be treated as Confidential, and shall not be disclosed or used for any reason without prior written consent. In the event of violation of this Section, the parties agree that the remedy at law, including monetary damages, may be inadequate and that the parties shall be entitled, in addition to any other remedy they may have, to an injunction restraining the violating party from further violation of this Agreement, in which case the prevailing party shall be entitled to payment or reimbursement from the violating party for all costs and expenses incurred by or on behalf of the prevailing party, including, but not limited to, reasonable attorney's fees.
21. WAIVER. This Agreement is for specified services pursuant to 49 U.S.C. §14101(b). To the extent that terms and conditions herein are inconsistent with Part (b), Subtitle IV, of Title 49 U.S.C. (ICC Termination Act of 1995), the Parties expressly waive any or all rights and remedies they may have under the Act. However, nothing in this Agreement shall be construed as waiving any provision governing CARRIER'S compliance with all statutory registration, insurance, and/or safety related requirements relative to motor CARRIERS, such as CARRIER. Failure of BROKER to insist upon CARRIER's strict performance under this Agreement or to exercise any right or privilege arising hereunder shall not be a waiver of any BROKER's rights or privileges herein.
22. CONSEQUENTIAL LOSSES. Except as provided herein, neither BROKER nor CARRIER shall be liable to the other for consequential damages without prior written notification of the risk of loss and its approximate financial amount, and agreement to assume such responsibility in writing. Loss or damages arising out of delayed delivery, failed delivery, or failure to maintain required temperatures of refrigerated shipments shall not constitute consequential damages.
23. NOTICES.
 - a. All notices provided or required by this Agreement, shall be made in writing and delivered, return receipt requested, to the addresses shown herein with postage prepaid; or by confirmed (electronically acknowledged on paper) fax, or by email with electronic receipt.
 - b. The Parties shall promptly notify each other of any claim that is asserted against either of them by anyone arising out of the Parties performance of this Agreement.

- c. Notices sent as required hereunder, to the addresses shown in this Agreement shall be deemed sent to the correct address, unless the Parties are notified in writing of any changes in address.
24. EMAIL AND FAX CONSENT. The Parties to this Agreement are authorized to email or fax to each other at the numbers shown herein, (or otherwise modified in writing from time to time) shipment availabilities, equipment and rate promotions, or any advertisements of new services.
25. FORCE MAJEURE. In the event that either Party is prevented from performing its obligations under this Agreement because of an occurrence beyond its control and arising without its fault or negligence, including without limitation, war, riots, rebellion, acts of God, pandemics, public health emergencies, quarantines and business restrictions by public health authorities and other acts of lawful authorities, fire, strikes, lockouts or other labor disputes, such failures to perform shall be excused for the duration of such occurrence. Whenever possible, in the event of a force majeure event, the affected party shall promptly notify the other party in writing, stating the reasons for the inability to comply with the provisions of this Agreement, and the expected duration of the force majeure event. Economic hardships, including, but not limited to, recession and depression, shall not constitute Force Majeure events.
26. CHOICE OF LAW, VENUE AND FEES. This Agreement shall be governed by Michigan law without application of its conflict of laws principles. Any suit relating to this Agreement shall be instituted in a state or federal court in either Wayne County Michigan, and the parties irrevocably consent and waive all objections to the jurisdiction of any such court. In the event that CARRIER fails to make any payment for any obligation due under this Agreement, CARRIER shall reimburse BROKER for its costs of collection, including court costs and reasonable attorneys' fees.
27. MODIFICATION OF AGREEMENT. This Agreement may not be amended, except by mutual written agreement.
28. ENTIRE AGREEMENT. Unless otherwise agreed in writing, this Agreement, in addition to the CARRIER Rate Confirmation Agreement sent by BROKER to CARRIER for shipments under this Agreement, contains the entire understanding of the Parties and supersedes all prior verbal or written agreements, arrangements, or understandings of the Parties relating to the subject matter stated herein, including, but not limited to all tariffs, rates, classifications and schedules published, filed or otherwise maintained by CARRIER.
29. COUNTERPARTS. This Agreement and any amendments hereto may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement. The delivery of signed counterparts by facsimile or email transmission (including PDF and TIF formats) that includes a copy of the sending party's actual or electronic signature is as effective as signing and delivering the counterpart in person.

30. CONSENT TO CONDUCTING BUSINESS USING ELECTRONIC METHODS.

Pursuant to the regulatory guidance concerning electronic signatures and documents, 74 Fed. Reg. 411, issued by the Department of Transportation, the parties hereby consent and agree to conduct business using electronic signatures. CARRIER agrees and acknowledges that the electronic method which BROKER has adopted to allow for electronic signatures: (1) identifies and authenticates CARRIER as the source of the electronic communication; (2) indicates CARRIER'S approval of the information contained in the electronic communication; and, (3) produces an electronic document with the same integrity, accuracy, and accessibility as a paper document or hand written signature. Either party may elect with respect to any document to use a manual/hard copy signature, provided that such election shall not preclude the other party from applying an electronic signature to that same document.

In Witness Whereof, the parties hereto have caused this Agreement to be executed in their respective names by their duly authorized representatives as of the date written below.

BROKER:

MPL Brokerage LLC

CARRIER

(Authorized Signature)

Steven OToole – Director of Logistics
& Business Development

(Name/Title)

Date

309 Main St. Belleville MI 48111

(Company Address)

734-485-1100

(Tel #)

(Fax #)

(Authorized Signature)

**MUST BE SIGNED BY OFFICER OF
COMPANY**

(Name/Title)

Date

(Company Address)

(Tel #)

(Fax #)