

TRANSPORTATION BROKER – CARRIER AGREEMENT

This Transportation Broker-Carrier Agreement (this “**Agreement**”) is entered into this ___ day of _____, 20___, by and between RPM Freight Systems, LLC, a Michigan limited liability company (“**BROKER**”), and _____ (“**CARRIER**”), a for-hire motor carrier (i) registered with and operating under for-hire motor carrier authority issued by the Federal Motor Carrier Safety Administration (the “**FMCSA**”) or its predecessors, and/or (ii) registered with and operating under for-hire motor carrier registration(s) or authority(ies) issued by a state regulatory agency. BROKER AND CARRIER shall be referred to collectively as the “**Parties**” and individually as a “**Party**”.

1. **REPRESENTATIONS AND WARRANTIES:** As a material inducement for BROKER entering into this Agreement, CARRIER hereby represents and warrants to BROKER as follows:
 - A. CARRIER is a motor carrier of property authorized to provide for-hire motor carrier transportation services under contracts with shippers, consignors, consignees and/or property transportation brokers of general commodities.
 - B. CARRIER shall (except as otherwise provided in this Agreement) transport the shipments of property tendered to CARRIER by BROKER, under CARRIER’S own operating authority and subject to the terms of this Agreement.
 - C. CARRIER shall not re-broker, assign or interline the shipments under this Agreement without the prior written consent of BROKER. If CARRIER breaches this provision, BROKER shall have the right of paying any amounts owing to CARRIER directly to the delivering carrier, in lieu of payment to CARRIER. CARRIER shall be liable to BROKER for all losses and expensed incurred by BROKER in respect of any breach of this provision.
 - D. CARRIER is in, and shall maintain compliance during the term of this Agreement, with all federal, state and local laws applicable to the provision of its services including, but not limited to: (i) transportation of Hazardous Materials as defined by the United States Department Of Transportation (“**U.S. DOT**”) (including the licensing and training of drivers), to the extent that any shipments agreed to be transported by CARRIER under this Agreement constitute Hazardous Materials; (ii) owner/operator lease regulations; (iii) loading and securement of freight regulations; (iv) implementation and maintenance of driver safety regulations including, but not limited to, hiring, controlled substances and alcohol testing, and hours of service regulations; (v) qualification, licensing and training of drivers; (vi) implementation and maintenance of equipment safety regulations; (vii) maintenance and control of the means and method of transportation including, but not limited to, performance of its drivers; and (viii) all applicable insurance laws and regulations including, but not limited to, workers’ compensation.
 - E. CARRIER shall be responsible for ensuring compliance with all customs and security laws that are applicable to the transportation services either domestically in the United States or within Canada or Mexico.
 - F. CARRIER shall maintain control of all of its drivers and owner-operators to the extent required by the FMCSA, including, but not limited to, ensuring compliance with hours of service and hours of service logging. CARRRIER shall notify BROKER in writing if CARRIER’s driver or owner-operator is unable to complete delivery of any load on account of hours of service laws and regulations. CARRIER shall be solely responsible for any and all management, governing, discipline, direction and control of its employees, drivers, owner-operators and Equipment (defined below) with respect to operating within all applicable laws and to ensure the safe operation of CARRIER’s Equipment, drivers and facilities. CARRIER and BROKER agree that the safe and legal operation of CARRIER and its drivers shall completely and without question govern and supersede any service requests, demands, preferences, instructions and information from BROKER or BROKER’s shipper with respect to any shipment at any time.
 - G. CARRIER shall notify BROKER immediately if CARRIER’s operating authority is revoked, suspended or rendered inactive for any reason, or if CARRIER is sold, there is a change in control of ownership of CARRIER or if any of its insurance policies required under this Agreement are threatened to be or are terminated, cancelled, suspended or revoked for any reason.
 - H. CARRIER does not have an “Unsatisfactory”, “Unfit” or similar safety rating issued by the FMCSA or any state regulatory agency. CARRIER shall notify BROKER in writing immediately if its safety rating is changed to “Unsatisfactory”, “Conditional”,

“Unfit” or any similar safety rating. CARRIER shall furnish evidence satisfactory to BROKER regarding any corrective action taken by CARRIER to fully correct the safety deficiency(ies) which resulted in CARRIER receiving any such safety rating,

I. CARRIER authorizes BROKER to include the freight charges agreed to be paid by BROKER to CARRIER as a part of the invoice(s) which BROKER will send to the shipper, consignor, consignee or third parties responsible for payment to BROKER.

J. CARRIER has investigated, monitors and agrees to conduct business under this Agreement based on the creditworthiness of BROKER and is granting BROKER credit terms accordingly.

K. CARRIER shall not bill the shipper, consignee or any third party directly nor shall it communicate in any manner, directly or indirectly, with BROKER’s shippers, consignors, consignees or any party other than BROKER, concerning the collection of any of the charges relating to transportation services accruing in connection with or as a consequence of this Agreement, and hereby waives any right CARRIER may otherwise have to proceed or commence any action against any such party for the collection of any charges.

2. **BROKER RESPONSIBILITIES:**

A. **SHIPMENTS, BILLING AND RATES:** BROKER’s responsibility is limited to arranging for, but not actually performing, transportation of its shipper’s freight. BROKER shall inform CARRIER of (a) the place of origin and destination of all shipments; and (b) if applicable, any special shipping and handling instructions or special Equipment requirements, of which BROKER has been timely notified. The rates and charges that shall be in effect for all movements tendered to CARRIER by BROKER shall be as set forth on the tender sheet, pre-note, rate confirmation, bill of lading, proof of delivery or other load tender document (in each case, a “**Tender Document**”) issued by the BROKER and given to CARRIER. CARRIER’s performance of the work contained in the Tender Document, or commencement to perform, is confirmation of acceptance of the rate and the charges contained in that document. No other rates, terms, conditions, charges, fees, expenses or any other amounts shall be payable by BROKER to CARRIER unless such items are included in the written Tender Document. Nothing in any bill of lading or other CARRIER issued document shall be binding upon BROKER. Unless specifically included in the Tender Document, BROKER shall not be required to make payment for any accessorial charges, equipment or escort rentals for the tendered movement, or any other special permitting or operating expenses.

B. **BILLING TO BROKER’S SHIPPER; INVOICE FROM CARRIER:** BROKER agrees to conduct all billing to the party who is responsible for payment to BROKER of BROKER’s charges (which will include CARRIER’s charges). CARRIER shall invoice BROKER for CARRIER’s rates and charges in the amount(s) as mutually agreed upon between BROKER and CARRIER in the Tender Document, which Tender Document shall thereupon be deemed incorporated into this Agreement by reference.

C. **PAYMENT TO CARRIER:**

i. The Parties agree that BROKER shall be the sole party responsible for payment of CARRIER’s charges. Provided CARRIER is not in default under the terms of this Agreement, and except as otherwise agreed to in writing by BROKER and CARRIER, BROKER agrees to pay CARRIER’s undisputed invoiced amounts within thirty (30) days of BROKER’s receipt of the original bill of lading and proof of delivery showing CARRIER as the CARRIER of record, proof of delivery signature with any exceptions noted, CARRIER’s invoice and any applicable receipts for accessorial charges which were agreed upon between BROKER and CARRIER in the Tender Document. Any exception(s) noted on the bill of lading may delay payment to CARRIER while BROKER awaits information from BROKER’s shipper(s) and from CARRIER as to the nature of the exception(s), in order to determine the proper action to take. CARRIER hereby waives and releases any and all liens which CARRIER might otherwise have upon any shipment or cargo agreed to be transported by CARRIER under this Agreement. CARRIER shall not withhold any shipment or cargo transported by CARRIER under this Agreement because of any alleged failure of BROKER to pay any charges to CARRIER under this Agreement or because of any dispute as to the charges alleged by CARRIER to be owed to it by BROKER under this Agreement. If CARRIER holds any shipment or cargo hostage for payment of, or increase in charges to be paid to, CARRIER under this Agreement, CARRIER agrees to pay a fine of \$5,000 per day to BROKER and agrees to pay BROKER for any attorneys’ fees incurred by BROKER, BROKER’s shipper(s) or the consignee(s) to recover the shipment or cargo.

ii. BROKER may set off, withhold, recover or recoup any amounts payable to CARRIER hereunder or under any other agreement or arrangement between CARRIER and BROKER, or any of its affiliates or subsidiaries, against any amounts due and owing from CARRIER. In addition, in the event BROKER makes payment to CARRIER as provided herein and CARRIER fails to make payment to any applicable subcontractor, then BROKER may, at its option and sole discretion, pay such subcontractor and offset the amount paid against any amounts owed or to be owing to CARRIER by BROKER. Failure to comply with any U.S. DOT, FMCSA policy, law or regulation, or any breach of any element of this Agreement, howsoever minor, may result in non-payment for freight charges and/or set off and recoupment claims.

iii. CARRIER shall provide BROKER with written notice of any assignment, factoring, or other transfer of its right to receive payment arising under this Agreement thirty (30) days prior to such assignment, factoring, or other transfer taking legal effect. Such written notice shall include the name and address of the assignee/transferee, date, the date the assignment is scheduled to begin, and the terms of the assignment. CARRIER shall only be permitted to have one assignment, factoring or transfer legally effective at any one point in time, and no multiple assignments, factoring or transfers by the CARRIER shall be permitted. CARRIER shall indemnify BROKER against, and hold BROKER harmless from, any and all lawsuits, claims, actions, damages, losses (including, without limitation, costs, expenses and reasonable attorneys fees) arising or imposed in connection with the assignment, factoring or transfer of any account or right hereunder. CARRIER also releases and waives any right, claim or action against BROKER for amounts due and owing under this Agreement where CARRIER has not complied with the notice requirements of this section.

iv. Any factoring, assignment, pledge, hypothecation or granting of a security interest in CARRIER's right to payment hereunder shall in no event modify, limit or terminate (i) the unlimited and unilateral rights of offset or recoupment provided to BROKER hereunder or by law; or (ii) claims of BROKER for offset, recoupment, loss or damage to any cargo or other property, including personal injury, or any other claim which BROKER may have against CARRIER for any reason. All of BROKER's claims and rights are specifically preserved and shall be superior to any rights or claims to payment of any assignee, factor or creditor, regardless of any notice to BROKER to the contrary. CARRIER shall notify any such assignee, factor or creditor of BROKER's rights in this regard.

3. CARRIER RESPONSIBILITIES:

A. EQUIPMENT: CARRIER agrees to provide all necessary clean, sanitary and uncontaminated truck and trailer equipment (hereinafter referred to as the "**Equipment**") in good and safe operating condition and lawfully qualified personnel to provide and complete the transportation services that are required for BROKER and BROKER's shipper shipper(s), that are suitable for the particular commodity to be transported, and that will not cause adulteration in whole or part of the commodity as defined in 21 U.S.C. § 342. CARRIER shall not supply any 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.* CARRIER agrees to fully inspect (including but not limited to a U.S. DOT pre-trip inspection) the Equipment prior to use thereof by CARRIER. CARRIER agrees that the Equipment shall at all times be road worthy and comply with all applicable safety laws, regulations and rules pertaining to road worthiness and safe operation of the Equipment. CARRIER shall and agrees to operate the Equipment in a safe and lawful manner. CARRIER agrees to pay for all maintenance and repairs required to the Equipment.

B. TRANSPORT: CARRIER is responsible for ensuring that all freight is properly blocked and braced for transportation to allow for the safe and damage-free delivery of such freight and to avoid damage to other property. CARRIER is responsible to determine that the freight being shipped is in apparent good order and condition, to the extent that such is ascertainable through a visual examination of the exterior of such freight before loading and, in the event that any damage appears visible, CARRIER will contact BROKER for further instructions.

C. DELIVERY: CARRIER agrees that each shipment shall be transported and delivered with reasonable dispatch, so as to meet the shipper's delivery schedule, or as otherwise agreed in writing by BROKER and CARRIER. CARRIER shall immediately notify BROKER of the likelihood of any delay.

D. BILLS OF LADING: CARRIER shall sign a bill of lading produced by BROKER's shipper or CARRIER and issued by CARRIER in compliance with 49 C.F.R. § 373.01 for the property CARRIER receives for transportation under this Agreement. CARRIER agrees that to the extent any provision(s) contained in a CARRIER issued bill of lading conflicts with any provision(s)

contained in this Agreement, the provision(s) contained in this Agreement shall control and apply. Unless otherwise agreed in writing by BROKER and CARRIER, CARRIER shall become fully responsible and liable for the freight when CARRIER takes or receives possession or physical tender thereof and the trailer is loaded, regardless of whether a bill of lading has been issued, signed or delivered to CARRIER by BROKER's shipper, and such responsibility and liability shall continue until delivery of the shipment to the consignee, and the consignee signs the bill(s) of lading or delivery receipt(s). Failure by CARRIER to issue a bill of lading to BROKER's shipper or to sign a bill of lading acknowledging CARRIER's receipt of the cargo shall not affect the liability of CARRIER and the applicability of the provision(s) contained in a bill of lading issued by such shipper. CARRIER agrees that a shipper's or consignor's insertion of BROKER's name as the carrier on a bill of lading shall be for the shipper's or consignor's convenience only, and shall not change BROKER's status as a (the) property transportation broker, nor CARRIER's status as a (the) motor carrier.

E. CARGO LOSS, DAMAGE AND DELIVERY DELAY CLAIMS:

i. CARRIER shall be fully liable for any and all cargo loss, damage or delivery delay and shall provide evidence of a Cargo Liability BMC-32 Endorsement upon request.

ii. 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, the U.S. DOT or any applicable state regulatory agency, for processing all loss, damage or delivery delay claims and salvage.

iii. CARRIER's indemnification liability as set forth in Section 3.F below for cargo loss, damage or delivery delay claims shall include costs, expenses and reasonable attorneys' fees which shall constitute special damages, the risk of which is expressly assumed by CARRIER.

iv. Notwithstanding the terms of 49 C.F.R. § 370.9, CARRIER shall pay, decline or make a settlement offer in writing on all cargo loss, damage or delivery delay claims within thirty (30) days of receipt of the claim. Failure of CARRIER to pay, decline or offer settlement within such thirty (30) day period shall be deemed an admission by CARRIER of full liability for the amount claimed and shall constitute a material breach of this Agreement.

v. Notwithstanding anything herein to the contrary, CARRIER assumes all liability for any loss of or damage (injury) to cargo originating at a point in/or destined to a point in Mexico or Canada, occurring while in the possession or under the control of CARRIER.

F. INDEMNITY: CARRIER shall defend, indemnify and hold BROKER and BROKER's shipper(s) and their respective employees, officers, directors, managers, members, shareholders, agents, successors and assigns HARMLESS from and against any and all claims, actions, demands, liabilities, losses, damages, including cargo loss or damage, theft, delay, damage to property, fines, penalties, payments, injuries, death, costs and expenses (including, without limitation, costs, expenses and reasonable attorneys fees) caused by, resulting from or arising out of (i) the maintenance, use or operation (including loading and unloading by CARRIER, CARRIER's agents or contractors) of any Equipment in performance of the services under this Agreement; (ii) any and all acts or omissions of CARRIER, its agents, employees or contractors in providing the transportation services to be provided under this Agreement, and (iii) an alleged violation by CARRIER, its agents, employees or contractors, of any international, federal, state or municipal law, rule or regulation related to CARRIER's transportation services. The obligations of CARRIER under this Section shall survive termination of this Agreement.

G. INSURANCE: CARRIER shall furnish BROKER with Certificate(s) of Insurance, and upon BROKER's request, insurance policies providing for thirty (30) days advance written notice of cancellation or termination thereof, and unless otherwise agreed in writing, meeting applicable requirements of the FMCSA, and providing the following minimum coverage limits: public liability/auto liability for the benefit of BROKER and CARRIER, including hired and non-owned vehicles, covering personal injuries, death and property damages – **One Million Dollars (\$1,000,000) combined single limit per occurrence, (Five Million Dollars (\$5,000,000) combined single limit per occurrence if transporting hazardous materials including environmental damages due to release or discharge of hazardous substances); all risks cargo loss and/or damage – One Hundred Thousand Dollars (\$100,000) per shipment; and workers' compensation or occupational accident insurance as required by law.** In addition, the insurance policies shall comply with minimum requirements of any applicable state regulatory agency and, to the

extent applicable, all international laws and regulations. Nothing in this Agreement shall be construed to avoid or limit CARRIER's liability due to any exclusion or deductible in any insurance policy. CARRIER's insurance will be deemed primary in the event of loss or damage. CARRIER's indemnification obligations described in this Agreement will not be reduced or limited by the actual insurance policy limits that CARRIER chooses to purchase. If CARRIER fails to maintain any required insurance, BROKER may do so and charge CARRIER for such cost and offset in accordance with this Agreement. CARRIER shall take such action as is necessary to have BROKER named as an additional insured on such insurance policies. CARRIER expressly agrees to cooperate with its' liability insurer in processing any claims submitted to it by BROKER.

H. ASSIGNMENT OF RIGHTS: CARRIER automatically hereby assigns to BROKER all of CARRIER's rights, if any, to collect freight charges from BROKER's shipper(s), the consignor(s), the consignee(s) or any responsible third party(ies) upon receipt by CARRIER of payment from BROKER of CARRIER's freight charges.

I. COLLECTION OF CHARGES BY CARRIER: If BROKER's shipper or other party delivers to CARRIER (or its driver) any payment for freight charges of BROKER and/or CARRIER, CARRIER agrees to promptly deliver such payment to BROKER.

J. CARRIER'S RIGHT TO SUBCONTRACT. Except as otherwise set forth herein, CARRIER shall not, in any manner, sub-contract, broker or tender to any third party for transportation, any freight tendered to CARRIER by BROKER for transportation pursuant to this Agreement. CARRIER may subcontract the services that CARRIER has agreed to perform for BROKER under this Agreement, only if: (i) CARRIER provides BROKER prior written notice of such subcontracting, (ii) BROKER acknowledges in writing, that the subcontracting may occur; and (iii) CARRIER remains liable for the full and faithful performance of all obligations contained in this Agreement, including the obligation to indemnify BROKER, as if no such subcontracting has taken place. Nothing in this Agreement shall permit or allow CARRIER to assign or delegate any of its other duties or obligations under this Agreement.

K. INSOLVENCY: In the event CARRIER files any bankruptcy proceeding or has any bankruptcy proceeding filed against it, BROKER, BROKER's shipper(s), the consignor(s) and/or the consignee(s) shall be entitled to immediately enter upon any owned or leased property of CARRIER, including a trailer, where the shipment or cargo belonging to BROKER's shipper(s), the consignor(s) or the consignee(s) may be found, and shall be entitled to take possession of such shipment or cargo.

4. MISCELLANEOUS:

A. AGREEMENT ENTERED INTO PURSUANT TO 49 U.S. CODE SECTION 14101 (b); WAIVER PURSUANT TO 49 U.S. CODE § 14101(b): To the extent this Agreement is applicable to U.S. DOT regulated interstate or foreign commerce shipments, CARRIER and BROKER agree that this Agreement is entered into pursuant to 49 U.S. Code § 14101(b) for the purpose of providing and receiving specified services under specified rates and conditions. CARRIER, in connection with any U.S. DOT regulated interstate or foreign commerce transportation services to be provided by CARRIER under this Agreement, expressly waives pursuant to 49 U.S. Code § 14101(b) any and all rights and remedies under Part B, Subtitle IV, Title 49, U.S. Code which are inconsistent with or conflict with any provision of this Agreement.

B. CARRIER TO PROVIDE TRANSPORTATION TO BROKER'S SHIPPER: CARRIER and BROKER understand and agree that under this Agreement: (i) BROKER shall arrange for CARRIER to transport by truck one or more shipments for BROKER's shippers, and (ii) CARRIER shall provide such transportation to BROKER's shippers.

C. INDEPENDENT CONTRACTOR: It is understood and agreed that the relationship between BROKER and CARRIER is that of independent contracting parties, and that no employer/employee relationship exists, or is intended. None of the terms of this Agreement, 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, or employer/employee relationship between the Parties. Each Party shall provide sole supervision and shall have exclusive control over the actions and operations of its employees and agents used to perform its services hereunder. Neither Party has any right to control, discipline or direct the performance of any employees or agents of the other Party. Neither Party shall represent to any party that such Party is anything other than an independent contractor in its relationship to the other Party. BROKER has no control of any kind over CARRIER including, but not limited to, routing of freight, and nothing contained in this Agreement shall be construed to be inconsistent with this provision. By this Agreement CARRIER and

BROKER do not intend to provide for division of profits between CARRIER and BROKER, and do not intend to create any joint venture between CARRIER and BROKER, or to otherwise create a de facto or de jure joint enterprise or partnership between CARRIER and BROKER and/or any shipper.

D. SEAL ON TRAILER; NO ADDITIONAL CARGO WITHOUT PERMISSION: CARRIER agrees that it shall not, and shall cause its drivers, other employees, owner-operators and agents not to, break any seal on any trailer, add any additional cargo or combine the cargo of BROKER's shipper with the cargo of any other shipper unless written permission has been given by BROKER to CARRIER to do so, regardless of the weight or the volume of the cargo. If the shipper, the consignor or agent of the shipper or the consignor loads and seals a trailer tendered without a representative of CARRIER inspecting the cargo during the loading process, CARRIER shall not be liable for shortage upon delivery of the trailer with the seal intact. CARRIER shall also not be liable for shortage upon delivery if a seal was broken only at the direction and under the supervision of a governmental authority agent, and CARRIER applies another seal to the trailer under the observation of the governmental authority agent and notes the new seal number on the bill of lading.

E. NON-EXCLUSIVE AGREEMENT: This Agreement does not grant CARRIER an exclusive right to perform the transportation and related services for BROKER or its shippers. BROKER does not guarantee any specific amount of shipments, tonnage or revenue to CARRIER. Either Party may enter into similar agreements with other carriers, other property transportation brokers or freight forwarders that do not conflict with the Parties' rights and obligations under this Agreement.

F. WAIVER OF PROVISIONS: Failure of either Party to enforce a breach of any provision of this Agreement or to otherwise waive a provision of this Agreement shall not be deemed to constitute a waiver of any subsequent breach of any provision of this Agreement, and shall not affect or limit the right of either Party to thereafter enforce a provision.

G. DISPUTES: Except as otherwise set forth herein (including, without limitation, Sections 4.H and 4.I), in the event of a dispute between the Parties arising out of this Agreement, including but not limited to federal or state statutory claims, which the Parties are unable to resolve within fifteen (15) days after the dispute has arisen, the Parties shall submit such dispute to arbitration in accordance with this Section 4.G. Proceedings shall be conducted under the rules of the Transportation ADR Council ("**TADR**") or the American Arbitration Association ("**AAA**") at BROKER's sole discretion. Arbitration proceedings shall be started within eighteen (18) months from the date of the occurrence from which the dispute allegedly arose. Upon agreement of the Parties, arbitration proceedings may be conducted outside of the administrative control of the TADR or the AAA. The decision of the arbitrator(s) shall be binding and final, and the award of the arbitrator(s) may be entered as a judgment in any court of competent jurisdiction. The rationale and reasoning of the arbitrator(s) for the arbitrator's(s') decision shall be fully explained in a written award/decision. The prevailing Party shall be entitled to recovery of costs, expenses and reasonable attorneys' fees as well as those incurred in any action for injunctive relief, or in the event further legal action is taken to enforce the award of the arbitrator(s). Arbitration proceedings shall be conducted at the office of the TADR or the AAA nearest Royal Oak, Michigan or such other place as mutually agreed upon in writing by the Parties or directed by the acting arbitration organization, or by conference call or video conference upon mutual written consent of the Parties. Provided, however, either Party may apply to a court of competent jurisdiction for injunctive relief. Venue for any such action against BROKER shall be Oakland County, Michigan. Unless preempted or controlled by mandatory federal law and/or regulations, the laws of the State of Michigan shall be controlling.

H. NO BACK SOLICITATION:

i. CARRIER shall not, directly or indirectly, solicit or accept unless tendered to CARRIER by BROKER, any shipment(s) from any shipper, consignor, consignee or other customer of BROKER, when a shipment of the shipper, consignor, consignee or other customer of BROKER was first tendered to CARRIER by BROKER, or when such shipper, consignor, consignee or other customer of BROKER was first introduced to CARRIER by BROKER.

ii. In the event of a breach of this Section 4, BROKER shall be entitled, for a period of eighteen (18) months following delivery of the last shipment transported by CARRIER under this Agreement, to a commission of fifty percent (50%) of the gross transportation revenue, including accessorial charges (as evidenced by the Tender Document), received by CARRIER for the transportation of each such shipment as liquidated damages. Additionally, BROKER may seek injunctive relief and in the event BROKER is successful, CARRIER shall be liable for all costs and expenses incurred by BROKER, including, but not limited to, costs, expenses and reasonable attorneys' fees.

M. FORCE MAJEURE: If either BROKER or CARRIER is prevented from or delayed in performing any of its obligations under this Agreement by reason of statutes, regulations or orders of a governmental entity (including actions taken by a court or by law enforcement officials), or because of war, riot, rebellion, terrorism, act of God, act of lawful authority, labor disturbance, strike, lockout, other labor dispute, civil unrest or any cause or occurrence beyond the reasonable control of such Party and arising without such Party's fault or negligence, that Party shall not be liable to the other Party for damages by reason of any delay or suspension of performance resulting from such force majeure for the duration of the force majeure. Notwithstanding the foregoing, to the extent CARRIER issues a notice of force majeure hereunder, BROKER may immediately terminate all or any part of this Agreement without further liability to CARRIER. The Party invoking this Section, however, shall furnish the other Party with notice of such force majeure no later than the day after the onset of the condition preventing or delaying performance. Economic hardship including, but not limited to, an economic recession or depression, shall not constitute a force majeure hereunder.

N. INTERLINE TRUST DOCTRINE: It is the intent of both Carrier and Broker that their relationship is strictly that of debtor and creditor, that Broker is not a fiduciary of Carrier, and that no trust has been or will be established. Carrier waives any rights it may have under the Interline Trust Doctrine.

O. SEVERABILITY: If any provision of this Agreement is or becomes invalid or unenforceable, that provision (to the extent invalid or unenforceable) shall be deemed amended or reformed to the extent required to render it valid and enforceable, and the remainder of this Agreement shall be unaffected and shall continue in effect.

P. SURVIVAL: The provisions of this Agreement which by their nature are intended to survive the termination, cancellation, completion or expiration of this Agreement, including any warranties and indemnities, shall continue as valid and enforceable obligations of the Parties notwithstanding any such termination, cancellation, completion or expiration.

Q. REMEDIES: All rights and remedies granted to BROKER under this Agreement are cumulative and shall be in addition to any further rights or remedies which BROKER would otherwise be entitled at law or in equity, and the exercise by BROKER of any right or remedy provided herein shall be without prejudice to the exercise of any other rights or remedies.

R. DAMAGES. In the event that CARRIER breaches this Agreement, in addition to any sums owed in paragraph I, CARRIER and Indemnitor shall be liable for all fees, costs and any other expenses BROKER incurs in connection with such breach.

S. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all other agreements, whether oral or written, between the Parties with respect to such subject matter.

T. ELECTRONIC SIGNATURE: Signatures to this Agreement may be delivered via facsimile, electronic mail (including PDF or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docuSign.com) or other transmission method, and any signature page so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes.

BY CLICKING THE ACCEPTANCE BUTTON BELOW, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THIS AGREEMENT AND AGREE TO THE ENTIRETY OF THE TERMS & CONDITIONS CONTAINED HEREIN. ONCE ACCEPTED, THIS AGREEMENT SHALL BE BINDING UPON CARRIER. I UNDERSTAND AND ACKNOWLEDGE THAT XXXXX IS THE "CARRIER " AS SUCH TERM IS USED IN THIS AGREEMENT.

I, XXXXX, am the XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX of Carrier. I am authorized to execute this Broker-Carrier Agreement dated XXXXXXXXXXXXXXX between RPM Freight Systems, LLC, as Broker, and XXXXXXX, as Carrier, and legally bind Carrier to the terms and conditions set forth herein. This electronic signature shall have the same force and effect as an original source.

