

MASTER BROKER-CARRIER AGREEMENT

This MASTER BROKER-CARRIER AGREEMENT (this "**Agreement**"), is made and entered into by and between J.W. Logistics Operations, LLC ("**JWL**"), and dfa. ("**Carrier**") as of **08-05-2020**. (the "**Effective Date**").

RECITALS:

A. JWL is the "Broker" as that term is defined under 49 U.S.C. § 13102(2). JWL will arrange for the freight tendered by a Shipper (defined below) to be transported by Carrier under the means, manner, method and terms selected by the Shipper or Carrier. JWL is not a "Carrier", "Motor Carrier" or "Freight Forwarder" as those terms are defined under 49 U.S.C. § 13102.

B. Carrier is a regulated for-hire motor carrier engaged in the transportation of property pursuant to the following operating authorities issued by the Federal Motor Carrier Safety Administration (FMCSA) (MC#) and the U.S. Department of Transportation's (DOT) Federal Highway Administration (DOT# **99.**) and the applicable state authorities and has a Federal Tax ID # of **123-2321111.**;

C. JWL desires to obtain transportation and storage services from Carrier ("**Services**") to assist JWL in providing transportation and storage services to its customers ("**Shippers**"); and

D. Carrier desires to provide Services to JWL, as an independent carrier, for a fee.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Term of Agreement.** The term of this Agreement shall be for one (1) year, commencing on the Effective Date (the "**Initial Term**"). This Agreement shall automatically renew for additional, consecutive one (1) year terms, unless it is earlier terminated in accordance with the provisions of Paragraph 25 of this Agreement (each additional 1-year term is a "**Renewal Term**"; the Initial Term, plus any Renewal Terms shall collectively be referred to as the "**Term**"). All specific Services requested by JWL, shall be in accordance with a Statement of Work ("**SOW**"). Each SOW will have its own term. Any termination or expiration of a specific SOW shall not be effective as a termination of the entirety of this Agreement.
2. **Broker Requirements** JWL warrants that it is licensed to arrange for the transportation of freight by motor carrier pursuant to 49 U.S.C. § 13904 and FMCSA license MC750864, but that it does not transport freight, and that it will maintain such authority as required by all applicable federal and state laws and regulations throughout the course of this Agreement. JWL also warrants that it will maintain a surety bond or trust fund agreement as required by the FMCSA in the amount of \$75,000, or such other amount as may be required from time to time.
3. **Broker Obligations.**

a. JWL shall pay Carrier for the Services in accordance with Paragraph 9. Carrier's safety rating requires immediate written notification to JWL. Carrier may not have an unsatisfactory or conditional rating under any rating system. The Safety Management System (SMS) must be free of negative alerts. If Carrier's rating becomes conditional or unsatisfactory, Carrier shall no longer be authorized as a carrier under this Agreement. JWL reserves the right to audit Carrier's records upon reasonable advance notice.

b. JWL agrees to arrange for the transportation of a Shipper's freight with Carrier pursuant to the terms of this Agreement, and to comply with all federal, state, and local laws and regulations pertaining to the brokerage services covered by this Agreement.

c. JWL'S responsibilities under this Agreement are limited to arranging for the transportation of a Shipper's freight with Carrier, and not actually performing the transportation services.

4. Carrier Requirements.

Carrier warrants that at all times during this Agreement it will act as a "motor carrier," as that term is defined under 49 U.S.C. § 13102. Carrier further warrants that at all times during this Agreement it will remain licensed and authorized by the DOT to provide interstate transportation services and warrants that it will maintain insurance or otherwise demonstrate financial responsibility in accordance with all applicable federal and state regulations and the terms of this Agreement.

5. Carrier Obligations.

a. Carrier is the only one responsible for the safety and operation of the equipment, actions of its drivers and any other persons associated with the operation of the equipment, transportation and securement of the Shipper's freight or any other aspect of its actions as a motor carrier. Carrier is responsible for the loading and unloading of all freight onto and from the Carrier's Vehicles (as defined below in Section 8) used in connection with its performance of the Services, unless otherwise agreed by JWL in a specific SOW.

b. Carrier represents that it is in compliance with and shall maintain, during the Term of this Agreement, compliance with all applicable federal, state and local laws relating to the provision of the Services, including, but not limited to: training of drivers; qualification of drivers; 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, and hours of service regulations; sanitation, temperature, and contamination requirements for transporting food, perishable, and other products; implementation and maintenance of equipment safety regulations; maintenance and control of the means and method of transportation including, but not limited to, performance of its drivers; and all applicable insurance, financial responsibility and surety laws and regulations including but not limited to workers' compensation; as well as the FMCSA regulations, and any applicable state trucking regulations.

c. Carrier will notify JWL immediately if its federal, state or local operating authority is revoked, suspended or rendered inactive for any reason; and/or if it is sold or otherwise transferred, or if there is a change in control of ownership, and/or any insurance required hereunder is threatened to be or is terminated, cancelled (whether by an insurer or surety provider by Carrier, or by any person or entity), suspended, or revoked for any reason.

d. Carrier agrees to maintain a DOT safety rating or evaluation of "fit," "satisfactory," or whatever is the highest rating described by the DOT, FMCSA, or the FMCSA's Compliance, Safety and Accountability program or equivalent governmental agency authority or evaluation method for the duration of this Agreement. Any change in Carrier's safety rating requires immediate written notification to JWL. Carrier may not have an unsatisfactory or conditional rating under any rating system. The Safety Management System (SMS) must be free of negative alerts. If Carrier's rating becomes conditional or unsatisfactory, Carrier shall no longer be authorized as a carrier under this Agreement. JWL reserves the right to audit Carrier's records upon reasonable advance notice.

e. Carrier agrees that only drivers qualified under Part 391 of the FMCSA regulations will transport freight under this Agreement. Carrier further agrees that it will maintain adequate internal procedures to evaluate its drivers through pre-employment screenings, driver information resource, the DOT Safety Management System, CSA and any other official resources related to driver fitness and ensure that its drivers are otherwise qualified under the FMCSA regulations throughout the duration of this Agreement. JWL reserves the right to audit Carrier's records upon reasonable advance notice.

6. **Carrier Prohibitions.** Carrier agrees that it shall not:

a. broker or otherwise arrange the shipment of the Shipper's freight to another broker, carrier or any other Person without the prior written consent of JWL;

b. co-load the Shipper's freight with any other commodities, products, equipment, waste, contaminated materials or other items of any person likely to damage or contaminate the Shipper's freight;

c. hold, and hereby waives any and all liens, rights, encumbrances or interests (including any rights to any such liens, rights, encumbrances or interests) in or to any Shipper's freight, property or assets, including, but not limited to, any packages, parcels, or other cargo or transportation units tendered to or in the possession of Carrier and Carrier hereby agrees not to levy or seize upon any of the foregoing assets or property, regardless of whether Carrier would otherwise be entitled to such liens, rights (including any right to levy or bring an action for seizure), encumbrances or interests under or pursuant to contract, by statute, at common law or otherwise;

d. seek payment for any Services from the Shipper, the Shipper's affiliates or any of the Shipper's customers; or

e. leave Shipper's freight unattended or allow Shipper's freight to go unsecured in transit.

f. have any unauthorized passengers in the Vehicles while performing Services under this Agreement.

7. **Shipper Requirements** In addition to Carrier's general obligations hereunder, Carrier hereby agrees to comply with any specific Shipper requirements as described on an applicable SOW that is made a part of this Agreement. A form of SOW is attached hereto as Appendix A. The Shipper requirements may be in addition to any JWL requirements. If there is a conflict between the terms of this Agreement and any SOW, the terms of the SOW shall control.

8. **Scope of Work** The specific scope of work for each award of business under this Agreement shall be outlined on a SOW, each of which shall be incorporated herein. The scope of work shall include, but will not be limited to, Shipper details, specific route and lane award information, timeframe of award, and on time entry windows for each stop on a route. Carrier acknowledges that the amount of Services tendered under this Agreement is subject to variation based upon many factors, including the business of the applicable Shippers. JWL makes no representations, warranties or guaranties as to the amount of the Services that will be available to Carrier during the Term. Carrier agrees and acknowledges that any estimate of the amount of Services provided on any SOW is only an estimate provided in good faith and accurate to the best of JWL's knowledge as of the date provided.

9. **Payment.**

a. In consideration of Carrier's performance of the Services under the terms of this Agreement, JWL shall pay Carrier at the rates and in the manner described on each SOW, which shall be incorporated herein. Each award will have a separate SOW, which means the rates and manner of payment may be different on each SOW.

b. b. Each SOW shall identify if the Carrier is to present invoices to JWL or if JWL will process freight charges via settlement. If invoices are required, the Carrier is responsible for submitting each invoice for Services no later than 4 business days after the Service completion. JWL will review invoices for accuracy and process payment for undisputed amounts in accordance with Section 9(d) below. For SOWs that are processed via settlement reporting, the initial settlement report will be sent for Carrier review by the fifth (5th) day after Service completion. The Carrier is responsible for notifying JWL of any errors on the initial settlement within two (2) business days. Once JWL has reviewed the error report from the Carrier, it will issue a final settlement to the Carrier (the "**Final Record**") and the Carrier will have three (3) business days to dispute the Final Record. Once the 3 business days have expired, no further disputes will be allowed. Any undisputed items shall be paid in the normal course in accordance with Section 9(d) below and all disputed items shall be handled in accordance with Section 9(f) below.

c. If requested by JWL, Carrier shall submit to JWL, in a timely manner, the appropriate proof of delivery along with any other documentation (including toll receipts) required by JWL to establish that the Shipper's freight reached its final destination.

d. Payment of all undisputed invoice amounts shall be made forty-five (45) days after the invoice is submitted. Payment on each Final Record shall be made forty-five (45) days after such Final Record has been established by the parties. To streamline the payment process, JWL has partnered with a third-party payment provider. Once Carrier is set up on the payment platform, each undisputed invoice and each Final Record will be loaded into the platform by JWL and payments will be direct deposited to Carrier's account in accordance with the established term. Carrier may elect to accelerate payment on one or more invoice or one or more Final Record (in some cases fund availability can be achieved in as little as one-hour after the invoice or Final Record is posted by JWL), by paying a fee (net from the total amount payable under any invoice or Final Record) to the third-party payment provider. Fee, method of payment and timing shall all be subject to the terms and conditions of the third-party payment provider.

e. Carrier acknowledges and agrees that in accordance with Paragraph 22 below any amount owed to it by JWL under this Agreement and/or any applicable SOW related to any Services may be reduced or deducted from or otherwise offset against by JWL in its sole discretion at any time if there are any unpaid obligations owing by Carrier to JWL under the terms of this Agreement, including, but not limited to, any amounts owing by Carrier to JWL under Paragraph 16 below.

f. Any items or amounts that remain in dispute on an invoice or after the creation of a Final Record shall be processed in accordance with the provisions codified at 49 C.F.R. Part 378, provided, however, that the parties will make a good faith effort to have all disputed items settled within fifteen (15) days of the applicable operating date. Any disputes that remain beyond the term established in 49 C.F.R. Part 378.8 shall be deemed final and may only be settled by Carrier through civil action within twelve (12) months after the applicable operating date.

Notwithstanding anything in this Agreement or otherwise to the contrary, Carrier hereby waives any right to seek payment or any other amount owed to it under this Agreement, any applicable SOW and/or in connection with any Services from any person (including, for the avoidance of doubt, any Shipper, its affiliates and/or its customers) other than JWL. In other words, Carrier may not seek to be repaid any amount owed to it from any person other than JWL. (x) agrees that JWL is the only one responsible for the payment of any amounts owed to

10. **Broker-Carrier Relationship.** Carrier agrees and acknowledges that as the motor carrier transporting Shipper's freight pursuant to this Agreement, Carrier is an independent third party, and not an employee, agent or principal of JWL. Carrier further agrees and acknowledges that its employees, drivers, helpers, personnel, subcontractors and agents, are not the employees or agents of JWL (or any Shipper), and that JWL does not control or have the right to control the Carrier, its employees, drivers, helpers, personnel, subcontractors and agents or any person or entity associated with the Carrier. Carrier shall bear all financial responsibility to such employees, drivers, helpers, personnel, subcontractors and agents and Carrier shall pay all compensation and benefits and maintain all payroll, compensation, and benefit records as may be required by federal, state or local laws. Carrier shall have absolute discretion to accept or reject any request by JWL to provide Services, but once accepted Carrier shall be responsible for timely meeting the applicable schedule of operations on any SOW. Carrier agrees to follow any routes established by Shipper, unless such routes interfere with the safe operation of the Vehicles. During the Term of this Agreement, JWL shall provide Carrier with an IRS Form 1099 concerning payments made to Carrier during each applicable calendar year. Carrier shall report all such payments to the appropriate federal, state and local taxing authorities.
11. **No Broker Liability; Cargo Claims.** Carrier agrees and acknowledges that JWL will not be liable to a Shipper or its affiliates or customers for any act or omission of the Carrier or any of its "employees" (as the term "employee" is defined under 49 C.F.R. §390.5), agents, principals, assigns or subcontractors with regard to the storage or transport of a Shipper's freight, while such freight is, or should be, under the care, custody or control of Carrier. Carrier thus agrees and acknowledges to indemnify and hold harmless JWL and each Shipper for any freight loss or damage, Vehicle loss or damage, or for delay in the delivery of a Shipper's freight, or for any actual or consequential damages resulting therefrom (including lost profits). Except as otherwise provided herein, the Carrier's liability for freight loss or damage shall be governed by the provisions of 49 U.S.C. § 14706. Claims for loss of or damage to freight shall be filed and processed in accordance with 49 C.F.R. Part 370 as in effect on the Effective Date of this Agreement, except that if the claim is filed by JWL on behalf of a Shipper, it must be accompanied by proof (such as a signed power of attorney, a written assignment of the claim, or other evidence satisfactory to Carrier) that the involved Shipper has granted JWL full authority to resolve the claim. Claims must be filed, and any litigation on such claims must be commenced, within the minimum time frames (9 months and two years, respectively) as permitted in 49 U.S.C. § 14706(e).

12. **Carrier Expenses.** . Carrier shall pay all its operating expenses relating to the Services it provides under this Agreement, or as otherwise defined on any SOW. These expenses shall include, but not be limited to: fuel; oil; tires; Vehicle and equipment maintenance and repair (including accident repair); expenses of empty miles; licenses, base plates, registrations, and permits of all types; fuel and mileage taxes; tolls and ferry charges (unless subject to reimbursement by the Shipper); including, without limitation, expenses of insurance prescribed in Paragraph 15; detention and accessorial charges; provision of equipment; wages or other payments to Carrier's employees, drivers, helpers and other personnel; workers' compensation insurance premiums, unemployment, withholding, social security taxes, and all other taxes, insurance and benefits for Carrier, Carrier's employees, drivers, helpers, and other personnel; payments for injuries or damages to Carrier, Carrier's employees, drivers, helpers, and other personnel; claims for damage to property or cargo caused by the fault or neglect of Carrier or Carrier's employees, drivers, helpers or other personnel; damages to JWL's or Shipper's equipment or facilities or freight caused by the fault or neglect of Carrier, or Carrier's employees, drivers, helpers, or other personnel; any fines, expenses or costs incurred by Carrier, or Carrier's employees, drivers, helpers, or other personnel by reason of any violation of, or failure to adhere to, any law, rule, regulation or ordinance; and any and all other costs of operation of any nature whatsoever.
13. **Carrier's Performance.** The intent of this Agreement is that Carrier maintain a level of service ("**LOS**") equivalent to one-hundred percent (100%) on time completion of all scheduled deliveries within a workday in accordance with the specifics outlined on each SOW. JWL shall monitor Carrier's performance on a daily basis. Any LOS less than 100% shall be deemed a Service failure and subject Carrier to the financial penalties outlined on that specific SOW, if any. If Carrier has more than one no call/no show or if the LOS under any SOW impairs JWL's relationship with any Shipper, JWL reserves the right to alter the payment terms under any specific SOW or terminate this Agreement for cause pursuant to Paragraph 25.
14. **Records.** Carrier shall prepare and maintain appropriate documents covering each trip, delivery or other action made pursuant to this Agreement. These include all manifests and all other papers and records regarding the Services. Carrier shall cooperate fully in preparing and maintaining necessary documents. Carrier shall promptly submit to JWL all applicable documents and other paperwork related to the transportation involved in the Services, including all driver background checks, accident reports and safety inspections.

15. **Insurance.** Carrier will maintain (i) cargo liability insurance in the amount of not less than One Hundred Thousand Dollars (\$100,000) per shipment unless otherwise noted on the applicable SOW ("**Carrier's Cargo Insurance**"); (ii) commercial general liability insurance in the amount of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damages combined; (iii) automobile liability insurance in the amount of not less than One Million Dollars (\$1,000,000) per occurrence; and (iv) workers' compensation insurance in an amount not less than the minimum limits established by applicable statutes and regulations for each state in which it conducts Services on behalf of JWL. Carrier will increase the foregoing limits of insurance as necessary to amounts as may be reasonably requested by JWL, Shipper or as required by applicable statutes or regulations. Carrier's insurance will be in the form required by applicable regulations and will have no exclusions or restrictions that have not been made known to JWL in writing or that would not be accepted by the DOT in a filing under 49 U.S.C. §13906. Carrier will cause its insurance underwriter or broker to forward to JWL or, at JWL's request, to a Shipper, a standard Certificate of Insurance which will require the insurance provider to give JWL written notice thirty (30) days prior to the cancellation of such insurance. All policies of Carrier insurance will apply as primary insurance without right of contribution from any similar coverage, which may be maintained by JWL or Shipper, and will include a provision waiving underwriters' rights of subrogation by offset or counterclaim in favor of JWL and Shipper. The Carrier's Cargo Insurance must be All Risk Broad Form Motor Truck Cargo Legal Liability Coverage, shall have no exclusions or restrictions of any type that would foreseeably preclude coverage relating to cargo claims (such as unattended or unattached trailers or theft) and will designate JWL (and Shipper, if requested by JWL) as a loss payee. The insurance policies described in clauses (ii) and (iii) of this Paragraph 15 will designate JWL (and Shipper if requested by JWL) as additional insured's for all claims arising out of Carrier's performance of Services hereunder. All applicable policy deductibles or self-insured retentions will be the sole responsibility of Carrier. Subject to all other terms and provisions of this Agreement, Carrier agrees that Shipper, and as applicable, JWL as agent or assignee of a claim of Shipper, will have primary recourse against Carrier's Cargo Insurance with respect to any claim by Shipper, and as applicable JWL, for loss of or damage to cargo carried in any shipment sustained between the time the cargo is loaded on Carrier's equipment at the origin point until delivery and acceptance by the Shipper or Shipper's customer.

16. **Indemnification.** . Carrier will indemnify and hold harmless JWL and each Shipper, as well as their parents, affiliates, customers and subsidiaries and its and their respective employees, officers, directors, agents, members, managers, principals and assigns (the “**Indemnified Parties**”) from any liability, settlements, judgments, verdicts, attorney fees or expense of any nature whatsoever arising out of any claims, demands or suits against any of the Indemnified Parties which in any way relate to the actions of Carrier or any of its affiliates, owners, employees, subcontractors, officers, directors, agents, assigns or any other similar person acting for or on behalf of Carrier in its or their respective performance of the Services under this Agreement and regardless of who brings such action (including, for example, any action brought by a Shipper against JWL for any reason related to the Services), including, but not limited to, negligent or improper hiring or retention by the Carrier with respect to its employees (statutory or otherwise), agents, principals, officers, directors, subcontractors, assigns or anyone acting by or for Carrier, the payment of taxes associated with such individuals, any aspect of the transportation or storage of freight, public liability, property damage, personal injury, bodily injury, emotional or mental distress, wrongful death, loss of consortium, cargo liability, damage or loss to the Vehicles or any Trailer utilized for the Services or any claim or cause of action recognized by any state, municipality, county or any jurisdiction, administrative agency, or the Government of the United States.

17. **Confidentiality and Non-Solicitation.**

a. As a result of entering into this Agreement, Carrier shall be provided access to certain confidential and proprietary information of JWL and Shipper, or their customers. Therefore, Carrier shall neither, during the Term of this Agreement nor thereafter, use or disclose any confidential information belonging to JWL, Shipper or any of their customers to any individual, company, or other entity, except pursuant to the terms of this Agreement. For purposes of this Agreement, "confidential information" is deemed to include, but is not limited to, (i) any personal information with respect to any customer, vendor, Shipper or JWL, including specifically, names, telephone numbers, email addresses, the name of the Shipper or the contents of any shipment, or (ii) any information with respect to any customer lists, customer accounts, procedures, advertising, finances, organization, plans, objectives, strategies, technological information, trade secrets or other information relating to the business of JWL, Shipper or their customers which is not available to the general public. Such confidential information is the sole and absolute property of JWL or Shipper, as applicable. All such information, whether disclosed in writing or orally or obtained through observation is considered confidential.

b. During the Term hereof and for a period of two (2) years thereafter, Carrier shall not, for itself or for any person or any entity:

i. solicit, accept or otherwise conduct business with any Shipper of JWL, regarding routes or other business in the same geographical area that Carrier was awarded under any SOW during the Term of the Agreement;

ii. solicit, accept or otherwise conduct business with any Shipper of JWL, that Carrier did not have a business relationship with prior to being awarded business pursuant to a SOW during the Term of this Agreement; or

iii. solicit or enter an employment relationship or independent contractor relationship with any person or entity who was an employee or independent contractor of JWL, or one of its affiliates, during the Term of the Agreement.

c. In view of the confidential nature of the business of JWL and its Shippers, and of the irreparable harm and damage which would occur to that business by a breach of this Paragraph 17 and in view of the lack of an adequate remedy at law to protect the interests of JWL in this regard, Carrier hereby consents to the issuance of any injunction enjoining any activity in violation of this Paragraph 17. Because it is impossible to ascertain or estimate the exact cost, damage, or injury which JWL might sustain prior to the effective enforcement of such an injunction by reason of a breach of these restrictive covenants, Carrier shall also pay JWL the following as damages within ninety (90) days of such violation:

i. The annual gross receipts for any business lost from a Shipper because of such violation. Annual gross receipts shall be computed based on the gross receipts JWL received from that Shipper for the lost business for the twelve (12) months prior to the loss, or if the Shipper has utilized JWL's services for less than twelve (12) months with regard to the business lost, the gross receipts during the period the Shipper utilized JWL's services shall be annualized for purposes of computing this payment. Such payment will be made for each violation of this Paragraph 17.

ii. The costs, including reasonable attorney fees, incurred by JWL in enforcing this Paragraph 17.

18. **Vehicles.** Carrier warrants that the vehicles to be used in performing the Services ("**Vehicles**") shall be maintained by Carrier in a high level of mechanical fitness and cleanliness to continue to meet the requirements of the FMCSA regulations, and applicable state regulations, and that the Vehicles, including all parts and accessories, are in good, sound, and safe mechanical operating condition. Vehicles may include any vehicles, machines, tractors, trailers, or semitrailers propelled or drawn by mechanical power and used upon highways in the transportation of property. Carrier shall provide, at Carrier's expense, such accessories as may, in JWL's sole discretion, be required for the safe and lawful operation of the Vehicles. JWL shall have the right, but not the obligation, to inspect the Vehicles before utilization and at any other time, and if any part thereof is found not to be in compliance with any federal or state regulations, immediately discontinue the further use of the Vehicles and be relieved of any and all liability to Carrier under this Agreement. Carrier shall provide JWL with all required certificates of inspection necessary to comply with federal and state requirements.
19. **Trailers.** From time to time, either JWL, a Shipper or an affiliate of either JWL or a Shipper, may provide Carrier use of one or more trailers to be used in the transportation of Shipper's freight (the "**Trailers**"). If Trailers are provided, then Carrier will be responsible for inspecting such Trailers for any safety defect or hazard prior to departure and will promptly report any damage, safety defect, or hazard to JWL. Use and transportation of any Trailers without such a report shall indicate Carrier's acceptance that such Trailers do not contain any damage, safety defects or hazards. Carrier shall be responsible for (and hold JWL harmless for) any damage or casualty to Trailers or any damages, losses or liability caused by the Trailers or any fines or assessments related to the Trailers while under the care, custody, or control of Carrier or its personnel, and Carrier agrees to return each Trailer promptly as directed by JWL, in substantially the same condition as received (reasonable wear and tear excepted). Unless otherwise expressly dictated by JWL in writing, Trailers will not be driven, moved or maintained outside the United States and Trailers will be dedicated exclusively to the Services provided under this Agreement. Carrier will not permit any third party to operate or haul the Trailers and no third-party freight will be placed in the Trailers, except for the designated Shippers. Finally, Trailers may be equipped with cellular or satellite tracking technologies for asset management purposes. Carrier agrees to cooperate with JWL's asset tracking technology and will not disable or otherwise interfere with the good operation or functionality of such technology.

20. **Drivers.** Carrier shall promptly deliver to JWL any and all documentation for the drivers as required by the rules of the appropriate regulatory agencies and the policies of JWL. The drivers of the Vehicles shall conduct operations under this Agreement in a safe and prudent manner. Carrier shall have complete and sole responsibility for the selection, hiring, training, supervision, discipline and discharge of all drivers, and all other helpers and other personnel as Carrier may employ to perform the Services under the terms of this Agreement, provided, that either JWL or the Shipper may request the removal of a driver at any time. Neither Carrier's employees nor any driver of the Vehicles shall consume alcoholic beverages or ingest drugs which may impair one's driving ability, while operating the Vehicles in the performance of Services, while at JWL's or Shipper's facilities, or while in possession of any Shipper freight. Carrier agree to conduct criminal background checks on all drivers prior to each driver's engagement in the Services. Carrier is encouraged to use InfoMart (a third-party vendor) because it will ensure the checks comply with any applicable Shipper requirements, however, Carrier may use any criminal background check service it desires, as long as such checks meet the requirements established by JWL or a Shipper from time-to-time. Requirements available upon request.

21. **Subcontractors.**

- a. JWL is entering into this Agreement with Carrier as a result of Carrier's expertise in providing the Services. Therefore, while Carrier is an independent contractor, and it has the discretion outlined herein when providing the Services, it agrees that it will not engage, utilize, re-broker, broker out, assign or subcontract the Services to any other party without first obtaining JWL's express prior written consent. If such prior express written consent is provided by JWL, Carrier will remain responsible for the full performance of the Services in accordance with the terms of this Agreement, notwithstanding the existence or terms of any subcontract or any subcontractor that is performing all or a portion of the Services. The terms and conditions of this Agreement will be binding upon any subcontractor providing the Services, including, specifically, the provision of the applicable insurance policies and Carrier's other obligations outlined herein.

b. Without limiting in any respect the requirement in the preceding clause (a) with respect to needing consent, in addition to ensuring that all entities and individuals that may provide the Services hereunder comply with this Agreement, Carrier will also ensure that (x) all subcontractors effectively and irrevocably waive (and hereby is deemed to waive) any lien upon (or other right with respect to (including any right of levy or seizure)) the packages, parcels and any other cargo or transportation units transported, regardless of whether such subcontractor would otherwise be entitled to such lien or other rights under contract, applicable law or otherwise (such waiver shall be in form and substance similar to the waiver set forth in Paragraph 6(c) above) , and (y) each such subcontractor shall be required to (and hereby is deemed to) effectively and irrevocably waive any claim (including any and all amounts owed to such subcontractor for any services provided or to be provided by or on behalf of it) or right to bring or make any claim against JWL, the Shipper, their affiliates, customers or any other recipient (such waiver shall be in form and substance similar to the final paragraph in Paragraph 9 above commencing with the word “Notwithstanding”). Without in any way limiting Carrier’s obligations or JWL’s rights under this Agreement and without limiting the generality of the immediately preceding sentence, if any subcontractor asserts any claim, demand, suit, action or any other proceeding (“**Subcontractor Claim**”) against JWL, a Shipper or any of their affiliates or customers, then JWL may at its sole discretion, but is not obligated to, defend or settle such Subcontractor Claim; provided that, for the avoidance of doubt, if JWL incurs or pays any loss, damage, settlement, cost, expense or any other liability (including reasonable attorneys’ fees) relating to such Subcontractor Claim (whether such claim was brought against JWL, a Shipper or any other Person), JWL may (in its sole discretion) offset any such amounts in full against any amounts JWL owes from time to time to Carrier and/or may demand (in its sole discretion) immediate and full reimbursement from Carrier. Additionally, JWL reserves the right to (but has no obligation to) pay any drivers, independent contractors or other subcontractors directly for Services rendered if Carrier fails to timely make such payments as required, and in so doing, shall discharge its payment obligations to Carrier for such Services.

22. **Offset right; Deductions, etc.** . Carrier acknowledges and agrees that any amount owed to it by JWL under this Agreement and/or any applicable SOW related to any Services may be reduced or deducted from or otherwise offset against by JWL in its sole discretion at any time if there are any unpaid obligations owing by Carrier to JWL under the terms of this Agreement, including, but not limited to, any amounts owing by Carrier to JWL under Paragraph 16 above.

23. **Transferability.** This Agreement may not be assigned by Carrier without prior written consent of JWL. It shall be binding upon and inure to the benefit of the parties hereto, and their heirs and successors.

24. **Non-Exclusivity.** This Agreement does not grant Carrier an exclusive right to perform the Services for JWL. JWL has the full right and authority to contract with another motor carrier to receive the Services.

25. **Termination.**

a. This Agreement may be terminated by JWL for any reason by giving (14) day's advance written notice to the Carrier either personally, by mail, e-mail, or by fax at the address or fax number provided in Paragraph 26. If Carrier fails to perform according to the requirements of the Agreement, including the maintenance of its insurance, or otherwise through its actions or inactions jeopardizes the relationship of JWL with any Shipper, JWL may terminate this Agreement immediately for cause. Termination of this Agreement shall serve to terminate all of the then current SOWs as well.

b. This Agreement may be terminated by the Carrier after the first ninety (90) days for any reason by giving (30) day's advance written notice to JWL either personally, by mail, email, or by fax at the address or fax number provided in Paragraph 26, provided, however, Carrier shall have no ability to terminate this Agreement during the period of November 1st to January 15th during any year of the Term.

c. Upon the termination of this Agreement, Carrier shall remove all JWL (or Shipper) identifications from the equipment and Vehicles, if any, and return all of JWL's property including Trailers, paperwork, load securing equipment and freight to JWL's nearest terminal. If Carrier fails to return JWL's property (including any freight) to JWL, or if it fails to remove and return all JWL (or Shipper) identifications from the equipment and Vehicles after termination of this Agreement, the Carrier shall pay JWL an initial damage payment of \$50.00 per day for each day that such items are not returned. JWL may pursue all other remedies allowed by law or authorized in this Agreement against Carrier until the property is returned or the identifications are removed.

26. **Notice.** All notices under this Agreement shall be given in writing and shall be served upon the person to whom the notice is addressed personally, by certified mail, return receipt requested or by e-mail. Each SOW contains a list of applicable JWL contacts. Notices shall be given at the addresses stated below:

If to JWL:	If to Carrier:
J.W. Logistics Operations, LLC	Enter Text
Attn: Capacity Management	Enter Text
3801 Parkwood Blvd, Suite 500	Enter Text
Frisco, TX 75034	Enter Text
Phone: 855-598-7267	Phone:
Fax: 972-346-6594	Fax:

27. **Attorney's Fees.** If any action is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover its attorney's fees, costs and related expenses.

28. **Governing Law.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

29. **Entire Agreement; Agreement Conflict.** This Agreement and its appendices constitute the entire Agreement between the parties, which may only be modified in writing, if signed by both parties and it replaces and supersedes any prior agreements in place between the parties (or with J.W. Logistics, LLC) concerning the subject matter herein. In the event of a conflict between the terms of this Agreement and any SOW, the SOW shall control. The failure of JWL in any instance to insist upon a strict performance of the terms of this Agreement or to exercise any option herein, shall not be construed as a waiver for the future of such term or option, but the same shall continue in full force and effect. If any term, covenant, condition or provision of this Agreement or the application thereof to any party or circumstance shall, at any time, or to any extent, be determined to be invalid or unenforceable, the remaining provisions hereof shall not be affected thereby and shall be deemed valid and fully enforceable to the extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have executed this Master Broker-Carrier Agreement by representatives lawfully authorized to do so.

J.W. LOGISTICS OPERATIONS, LLC

By:_____

Name:_____

Title:_____

Date:_____

By:_____

Name:_____

Title:_____

Date:_____

Email Address:

Phone:

Contact List

The following is a list of contacts CARRIER should utilize for various issues and questions that might arise during the Term of the Agreement.

carriermgmt@jwlogistics.com

- Initial contract negotiation
- Bidding
- Contract terms
- Issues with contract enforcement
- General questions regarding contract

payables@jwlogistics.com

- Settlement processing
- Payment status
- Billing inquiries

marketing@jwlogistics.com

- Login for ordering uniforms

noc@jwlogistics.com

- Operational concerns and resolution
- Technology requirements for operations
- On site customer interactions