Logo

Description automatically generated

**BROKER – CARRIER AGREEMENT**

This Broker – Carrier Agreement (the "Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_,  by and between ConChem Logistics, 791 Los Flores Ct, Galt, CA 95632 ("Broker"), and  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, whose business address is  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ("Carrier") and is effective as of  \_\_\_\_\_\_\_\_, 20\_\_\_ ("Effective Date").

WHEREAS, Broker is duly licensed as a property broker to arrange for the transportation of property by  motor carrier under permit MC-01364386 issued by the Federal Motor Carrier Safety Administration  ("FMCSA").

WHEREAS, Carrier is a duly licensed motor carrier which has been issued an operating authority by the  FMCSA (or its predecessor, the ICC) that authorizes Carrier to provide transportation service for the  shipments tendered to it by Broker.

NOW, THEREFORE, intending to be legally bound, the parties enter into this Agreement in accordance  with 49 U.S.C. §14101(b)(1) and expressly waive any and all rights and remedies that each may have  under 49 U.S.C. § 13101 through §14914 that are contrary to the specific provisions of this Agreement  and agree as follows:

1. Description of Services – During the term of this Agreement, Broker agrees to tender to Carrier  on a non-exclusive basis, and Carrier agrees to accept from Broker, from time-to-time, shipments  consisting of certain goods for transport between points within North America. Carrier will, using due  care, pick-up, as and when requested, transport in a timely manner, and deliver in good order and  condition, the shipments which are tendered by Broker to Carrier, in accordance with the terms set forth  in this Agreement ("Services").

Every shipment tendered to Carrier by Broker on or after the date of this Agreement will be deemed to be  a tender to Carrier as a motor contract carrier and will be subject to the terms of this Agreement; Broker's  Terms and Conditions, to the extent applicable which are posted online at www.conchemlogistics.com; and  applicable law. In the event of a conflict between the terms and provisions of this Agreement and the  Broker's Terms and Conditions, the terms and provisions of this Agreement shall control. In the event  this Agreement is silent on a particular subject, the provisions of Broker's Terms and Conditions, if  applicable, shall control.

2. Carrier’s Operating Authority. Carrier represents and warrants that it is fully authorized to  lawfully provide the Services covered by this Agreement in all the jurisdictions covered by this  Agreement, as a contract carrier of general commodities freight for interstate and intrastate transport in  the United States. Carrier further represents and warrants that Exhibit A, attached hereto is a true, correct  and complete copy of the required local, state, and federal operating licenses, permits and certificates of  Carrier as of the date of this Agreement necessary to provide the Services. Carrier will obtain and keep in  good standing during the term of this Agreement all local, state, and federal permits, licenses and

registration requirements and pay any governmental charges necessary to allow the Carrier to provide the  Services set forth this Agreement.

3. Carrier’s Legal and Regulatory Compliance – Carrier represents and warrants that it has  complied, and will comply, with all federal, state, and local laws, codes, regulations, rules and orders  applicable to the performance of the Services hereunder. The parties acknowledge that in the event the  failure of Carrier to comply with or conform to provisions or orders of regulatory agencies having  jurisdiction over this Agreement or the Services, results in different or additional charges for the Services,  Carrier will be responsible for indemnifying Broker from such charges by paying Broker liquidated  damages equal to any additional charges required to be paid, and any costs or attorneys’ fees incurred by  Broker in connection therewith.

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

Carrier will at all times during the term of this Agreement, maintain the highest safety rating established  by any country, and if applicable, state, province or territory through which Broker’s cargo will be  transported, which, for purposes of this Agreement, shall mean the (a) safety rating system established by  the Federal Motor Carrier Safety Administration ("FMCSA"), for motor carriers operating in the United  States and/or (b) for motor carriers operating in Canada, the safety rating system established under the  National Safety Code ("NSC") Safety Fitness Certificate issued by the Canadian province or territory  where Carrier’s vehicles are base-plated. Carrier further warrants that it holds and shall maintain during  the term of this Agreement, at minimum, a "satisfactory" or "unrelated" safety rating, or a substantively  equivalent rating under the Carrier Safety Management System, implemented under the FMCSA  Compliance, Safety, Accountability ("CSA") program, with respect to Carrier’s operations in the United  States and a substantively equivalent rating under the Carrier’s NSC Safety Fitness Certificate, for its  operations within Canada. Carrier agrees to notify Broker immediately if the safety ratings change, or if  it is found by any governing authority to have violated any law or regulation related to safety or insurance  coverage.

To the extent that any shipments subject to this Agreement are transported within the State of California  on refrigerated equipment, Carrier, on behalf of shipper, consignee and broker interests, warrants that it  shall only utilize equipment which is in full compliance with the California Air Resources Board (ARB)  TRU ACTM in-use regulations. Carrier shall be liable to Broker for any penalties, or any other liability,  imposed on, or assumed by Broker due to penalties imposed on Broker’s customer because of Carrier’s  use of non-compliant equipment.

Carrier will perform the Services as an independent contractor and neither its employees nor agents will  be deemed to be employees or agents of Broker. No authority has been conferred upon Carrier, by  Broker, to hire any persons on behalf of Broker and Carrier will assume full responsibility for selecting,  engaging and discharging its employees, agents, servants or helpers and for otherwise directing and  controlling their services. Carrier will assume full responsibility for complying with all applicable laws  and regulations for the benefit of its employees and under no circumstances will Broker be liable for the  debts or obligations of Carrier for the wages, salaries, or benefits of Carrier’s employees.

5. Receipts – Each shipment will be evidenced by a written form initiated by the consignor at the  point of origin of the shipment in a form acceptable to Broker, and will be legibly signed by the Carrier  showing the kind and quantity of the commodity received at the loading point(s) specified. Such form  will be evidence of receipt of such commodities by Carrier in apparent good order and condition or as  may be otherwise noted on the face of such form. In the event that a bill of lading is issued for any  shipment its purpose shall be only to evidence the receipt of the cargo. Shipper will not be bound by the  terms and conditions on such bill of lading reciting the rate, classification, rules or practices which limit  Carrier’s liability. Any unauthorized alteration or use of bills of lading or other shipping documents or  use of any bill of lading not acceptable to Broker shall void the Broker's and its customers' obligation to  make any payments to Carrier relating to the shipment and void all rate quotes.

In the event that the Broker’s name is inserted in a bill of lading or any other shipping documentation,  such insertion shall not change Broker’s status as a property broker or Carrier’s status as a motor carrier.

Upon acceptance of the shipment, Carrier shall assume liability for the cargo until proper delivery is made  to the consignee. Carrier will obtain a delivery receipt signed by the consignee at the time of delivery  showing the kind, quantity and condition of the commodity delivered at the specified destination and the  time of delivery. Absence or loss of any such documents will not relieve the Carrier of responsibility for  freight accepted by it. In the event any term or provision contained in such documents conflict in any  way with any term or provision of this Agreement, the terms and provisions of this Agreement will take  precedence and control.

6. No Substituted Services and Diversion/Reconsignment - Effective upon acceptance of a shipment  from Broker for the Broker’s customer’s account, Carrier shall perform the transportation services itself  and shall not re-broker, co-broker, assign, interline, subcontract or transfer the transportation of the  shipment to another entity (collectively, "Substituted Services"). If Substituted Services of any type are  used once Carrier has accepted the tender of the shipment from the Broker, any provision in this  Agreement related to a limitation of liability for cargo damage, shortage/loss or delay shall be void and  Carrier (i) will be liable to Broker’s customer for any loss, damage or delay to Broker’s customer’s goods  incurred during transportation services based on the "actual loss" as defined in Section 9 below and (ii)  shall indemnify Broker as to any such loss, damage, or delay on the same basis. Carrier shall not have  any right to, in any way, negate, eliminate, circumvent or alleviate Carrier’s liability to Broker or  Broker’s customer which may be inconsistent with the provisions of this Agreement. Carrier will not  allow the diversion or reconsignment of any shipment except upon written instructions by Broker or  Broker’s customer. Carrier will not accept instructions for diversion or reconsignment of any consignee  or third party without the written consent of Broker or Broker’s customer.

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.

8. Payment - Carrier authorizes Broker to invoice Broker’s customers for services provided by  Carrier. Carrier agrees to invoice Broker, and only Broker, and acknowledges that Broker is the sole  party responsible for payment of its invoices and assigns Broker all its rights to collect freight charges  from Broker's customer or any responsible third party upon receipt of payment of its freight charges from  Broker. Under no circumstance, shall Carrier seek payment from Broker’s customers, the consignor, any  consignee, or any entity other than Broker. Payment of the freight charges by Broker to Carrier shall  relieve shipper, receiver, consignor, or consignee of any liability to the Carrier for non-payment of  charges.

Broker agrees to pay Carrier for the transportation of shipments under this Agreement in accordance with  the rates described herein, **within thirty (\_30\_\_) days of receipt of Carrier’s invoice and signed delivery  document covering such transportation**; provided, however in the event a shipment is the subject of cargo  shortage/loss, damage or delay Broker reserves the right to withhold payment to Carrier for the shipment  in question until the cargo shortage/loss, damage, or delay issue is resolved with Broker’s customer.  Broker reserves the right to deduct an amount equal to the shortage/loss, damage/spoilage, or delay claim  resulting from the negligence or alleged negligence on the part of the Carrier, its agents, servants, or  employees. Broker shall furnish to Carrier a written explanation and itemization of all deductions  computed at the time deductions are made. Further, compensation paid under this Agreement may be  withheld, in whole or in part, by Broker to satisfy any obligation paid by Broker which is the financial  responsibility of Carrier.

9. Cargo Loss, Damage, and Delay

(a) Carrier shall be liable to Broker and Broker’s customers, for the actual loss of, damage to,  or delay of Broker’s customers’ freight, while under the Carrier’s care, custody, or control  according to the provisions of 49 U.S.C. Section 14706. The term "actual loss" shall mean the  full invoice price charged by Broker’s customer to its customers for the kind and quantity of  product lost, damaged or destroyed, plus freight charges (unless included in the invoice price),  less salvage value, if any, subject to a limitation of liability set forth in Appendix 1, unless  otherwise agreed upon between Broker and Carrier in writing.

The liability of Carrier for delay in delivering a shipment shall be the greater of either the full  actual value of the cargo or those damages that are reasonably foreseeable. No limitation of  liability will apply as to delay. Carrier will have no lien or will accordingly waive its right to any  lien upon any shipment of Shipper’s cargo or portion thereof.

(b) Except as set forth below in this Subsection (b), Carrier agrees that the provisions  contained in 49 CFR Part 370, shall govern the processing of claims for loss, damage, or delay to  property and the processing of salvage.

(i) Carrier shall immediately notify Broker of any cargo damage, shortage/loss, or  delay. Failure to comply with this notice provision shall void any limitation of liability  and cause Carrier to be responsible for full liability of any damages or shortages of a  shipment based on the "actual loss" as defined in Section 9(a) above without regard to  Broker’s customer’s ability to mitigate damages.

(ii) The determination regarding the acceptability and/or salvageability of any food  product intended for human consumption transported by Carrier shall be within the sole  discretion of Broker’s customer and shall be binding on Carrier;

(iii) The determination regarding the salvageability of any damaged cargo (other than  food products) shall be determined by Broker’s customer and Carrier shall be liable for  all costs and expenses associated with Broker’s customer’s mitigation of damages  including any inspection; storage; preparation of the cargo for reshipping; and the  reshipping, if applicable.

(iv) Claims based on concealed loss/damage reported to Carrier by Broker within five  (5) business days of the date of delivery will be treated as though an exception notation  had been made on the delivery receipt at the time of delivery.

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

 (vi) Carrier shall not sell, or attempt to sell, Broker’s customer’s freight for salvage or  otherwise without Broker’s customer’s prior written authorization. For any damaged  product which Broker’s customer permits Carrier to resell, Broker’s customer will have  the right to remove all identifying marks and labels on such product.

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

(viii) Failure of Carrier to pay, decline or offer settlement within thirty (30) days of  receipt of the claim shall be deemed an admission by Carrier of full liability of the  amount claimed and a material breach of this Agreement.

10. Term - The term of this Agreement shall be for a period of one (1) year from the Effective Date  set forth above and shall automatically renew for additional one (1) year periods, unless terminated  pursuant to Section 11 below.

11. Termination - If either party refuses or fails to perform any duty or obligation under this  Agreement, fails to comply with applicable laws or regulations, suffers impairment of its financial  responsibility, or otherwise defaults in any way, the non-defaulting party will have the option, without  prejudice to any other right or remedy, to terminate this Agreement upon three (3) business days’ advance  written notice. Otherwise, either party may terminate this Agreement at any time without cause, by  giving thirty (30) days prior written notice to the other party.

12. Insurance - Carrier shall procure and maintain at all times during the term of this Agreement, at  its sole cost and expense, with reputable and financially responsible insurance carriers the following  insurance coverages in not less than the amount specified below. Such amounts merely suggest minimum  coverages and are not intended to establish any limitations of Carrier's liability for its acts or omissions.  Additionally, the exclusions that may be contained in any of Carrier's insurance policies shall not  exonerate Carrier from liability.

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

(b) Cargo Insurance insuring Carrier against liability for loss or damage to commodities  while in the custody, possession or control of Carrier in an amount not less than $100,000.00 per  shipment which policy shall not contain any exclusions for negligent acts, infidelity, fraud,  dishonesty, or criminal acts of Carrier's employees, agents, contractors, officers or directors; and

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

If Carrier’s insurance is threatened to be, or is, terminated, canceled, suspended, reduced, or revoked,  Carrier must immediately notify Broker. Carrier shall provide Broker certificates or other evidence of the foregoing insurance coverages upon request by Broker.

13. Indemnification - Carrier shall defend, indemnify and hold harmless Broker and Broker’s  customers, their respective officers, directors, employees, agents, representatives, vendors and customers  against any and all claims, demands, actions, causes of action and/or liabilities (actual, potential,  threatened or pending) judgments, fines, penalties, orders, decrees, awards, costs, expenses, including  attorneys' fees, settlements and claims on account of:

(a) Loss or damage to property (other than cargo), or personal injury, including death, which  may be sustained by the parties, their employees or third parties, arising out of or in  connection with Carrier's performance of the services set forth herein;

(b) Loss, damage or delay in transit as to all goods which Carrier receives through Broker for  transport according to Rate Confirmation Sheet, until Carrier delivers such goods and the  same are signed for by the consignee;

(c) Carrier's breach of any of its representations, warranties and/or covenants in this  Agreement; and

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

This provision will not be construed in any circumstance to constitute an indemnification contrary to any  government law that prohibits indemnification against loss, liability, cost or expenses incident thereto,  caused by the negligence of such indemnity. Exclusions in Carrier’s insurance coverage(s) shall not  exonerate Carrier from this liability.

14. Confidentiality - As part of the business relationship between Broker and Carrier, either party  may be in or come into possession of information or data which constitutes trade secrets, know-how,  confidential information, marketing plans, pricing, or anything else otherwise considered proprietary or  secret by the other ("Confidential Information"). In consideration of the receipt of such Confidential  Information and potential business, each party agrees to protect and maintain such Confidential  Information in the utmost confidence, to use such Confidential Information solely in connection with their

business relationship, and to take all measures reasonably necessary to protect the Confidential  Information.

Carrier agrees that Broker's charges to its customers are confidential and need not be disclosed to Carrier.  Carrier specifically waives any rights it may have under 49 CFR § 371.3. Except as may be required by  law, the terms and conditions of the Agreement and information pertaining to any Services will not be  disclosed by either party to any other persons or entities, except to the directors, officers, employees,  authorized contractors, attorneys, and accountants of each party. This mutual obligation of confidentiality  will remain in effect during the terms of the Agreement and for a period of two years following any  termination.

15. Non-Solicitation - Carrier agrees that during the term of this Agreement and for a period of  \_two\_\_ (\_2\_\_) years from the date of termination of this Agreement, that neither Carrier nor any  employee, officer, director, agent or otherwise of Carrier, shall directly or indirectly solicit traffic from  any Broker, consignor, consignee, or customer of the Broker where (a) the availability of such shipments  first became known to Carrier as a result of Broker’s efforts; or (b) the shipments of the consignor,  consignee, or customer of the Broker was first tendered to the Carrier by the Broker.

In the event Carrier violates the terms of this Section 15 and back-solicits Broker’s customers and obtains  traffic from such customers, Broker is then entitled, for a period of \_twelve\_\_ (\_12\_\_) months after the  traffic first begins to move, to a commission from the Carrier of \_fifteen\_ percent (\_15\_%) of the  transportation or revenue received on the movement of traffic. Carrier understands and agrees that the  provisions of the aforementioned covenant not to compete are reasonable as to scope, duration, and  geographic area, in light of the mutual promises and other valuable consideration the parties have agreed  to in this Agreement. Further, Carrier agrees that any violation of the covenant not to compete will cause  irreparable injury to Broker, and that Broker will be entitled to a restraining order and an injunction to  stop the back-solicitation of traffic.

16. Dispute Resolution – Except as set forth in subsections (d)(i) and (d)(ii) below, any  claim, dispute or controversy including, but not limited to, the interpretation of any federal  statutory or regulatory provisions purported to gain compass by this Agreement; or enforcement  of any statutory rights emanating or relating to this Agreement shall be resolved on an individual  basis (and not as part of a class action) exclusively between Broker and Carrier.

The proceedings will be conducted under the rules of (select one): \_\_\_Transportation Arbitration  and Mediation PLLC ("TAM"); \_\_\_ American Arbitration Association ("AAA"); or \_\_\_  Transportation ADR Council, Inc. ("ADR"), upon mutual agreement of the Parties, or if no  agreement, then at Broker’s sole discretion. The Parties may however agree between themselves  that the arbitration proceedings may be conducted outside of the administrative control of the  TAM, AAA or ADR. Any arbitration proceedings under this Agreement shall be governed by the  following rules:

(a) A written demand for arbitration must be mailed to the other Party within  \_eighteen\_ (\_18\_\_) months of the occurrence of the claim breach other than giving rise to  the controversy or claim. **Failure to make such timely demand for arbitration shall constitute an absolute bar to the institution of any proceedings and a waiver of any  claim**. The demand for arbitration shall identify the provision(s) of this Agreement  alleged to have been breached and shall state the issue to be submitted to arbitration and  the remedy sought. The demand for arbitration will be forwarded to the arbitration

service selected through agreement of the Parties, as outlined above, or as selected by  Broker and the proceedings shall be conducted at the office of TAM, AAA or ADR  nearest Cleveland, Ohio or such other place as mutually agreed upon in writing. The  arbitration may be conducted by conference call or video conferencing upon agreement  of the Parties, or as directed by the acting arbitration association. The decision of the  arbitrator(s) shall be binding and final and the award for the arbitrator may be entered as  judgment in any court of competent jurisdiction. A rational and reasoning of the decision  of the arbitrative(s) shall be fully explained in a written opinion.

(b) As to any dispute or controversy which under the terms of this Agreement is a  proper subject of arbitration, no suited law or in equity based on such dispute or  controversy shall be instituted by either party other than a suit to conform, enforce,  vacate, modify or correct the award of the arbitrator(s) as provided by law; provided,  however, that this clause shall not limit Broker's right to obtain any provision or remedy  including, without limitation, injunctive relief, writ for recovery of possession or similar  relief from any court of competent jurisdiction, as may be necessary and Broker's sole  judgment to protect its rights.

(c) General pleadings and discovery processes related to the arbitration proceeding shall comply with the federal rules of civil procedure. The provisions of this Section 16 shall not apply to the enforcement of the award of arbitration.

(d) This arbitration provision is subject to the two exceptions set forth below.

 (i) (BROKER INITIAL\_\_\_\_\_; CARRIER INITIAL\_\_\_\_\_.) Subject to the time limitation set forth above, for disputes where the amount in controversy exceeds $3,000, Broker shall have the right, but not the obligation, to select litigation in order to resolve  any disputes arising hereunder. In the event of litigation the prevailing Party shall be entitled to recover costs, expenses and reasonable attorney fees, including but not limited  to any incurred on appeals.

(ii) (BROKER INITIAL\_\_\_\_\_; CARRIER INITIAL\_\_\_\_\_\_.) Subject to the time limitation set forth above, for disputes where the amount in controversy does not exceed  $3,000, Broker shall have the right, but not the obligation, to select litigation in small  claims court order to resolve any disputes arising hereunder. The prevailing Party shall be  entitled to recover costs, expenses and reasonable attorney fees, including but not limited  to any incurred on appeals.

(iii) Venue, controlling law, and jurisdiction in any legal proceedings under Subparagraphs (i) or (ii) above shall be in Cuyahoga County, Ohio.

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

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

19. Entire Agreement - This Agreement, together with any Appendices hereto, constitutes the entire  agreement between the parties with respect to the subject matter hereof, and supersedes all prior oral or  written representations and agreements.

20. Governing Law - This Agreement is to be construed according to federal law governing transportation and the laws of the State of California and the parties hereby stipulate the exclusive jurisdiction of the courts situated in Sacramento County, California. If any part of this Agreement is determined to be contrary to law, such determination shall not affect the validity of any other terms or conditions. Carrier shall pay all costs, expenses and attorney fees which may be expended or incurred by Broker or Broker’s customer in successfully enforcing this Agreement or any provision thereof, or in exercising any right or remedy of Broker or its customers against Carrier, or in any arbitration or litigation incurred by Broker because of any act or  omission of Carrier under this Agreement.

21. Notices - Unless otherwise provided, notices required under this Agreement must be in writing  and delivered by (i) registered or certified U.S. Mail, return receipt requested, (ii) hand delivered,  (iii) facsimile with receipt of "Transmission OK" acknowledgement, or (iv) delivery by a reputable  overnight carrier service (in the case of delivery by facsimile, the notice will be followed by a copy of the  notice delivered as provided in (i) (ii) or (iv)). The notice will be deemed given on the day the notice is  received. In the case of notice by facsimile, the notice is deemed received at the local time of the  receiving machine, and if not received, then the date the follow-up copy is received. Notices must be  delivered to the following addresses or at such other addresses as may be later designated by notice:

To Carrier:

 Attn:

To: ConChem Logistics

 791 Los Flores Ct

 Galt, CA 95632

 Attn:  Emmanuel Durant

 Email: customerservice@conchemlogistics.com

22. Counterparts - This Agreement may be executed in one or more counterparts, each of which is an original but all of which together will constitute one and the same agreement.

IN WITNESS WHEREOF, this Agreement is executed by authorized representatives of the parties, effective as of the date set forth above.

CARRIER                                                    BROKER

Signature                                                  Signature

Printed Name                                          Printed Name:

APPENDIX 1

Limitations of Liability

Absent a written agreement between Broker and Carrier to the contrary, the cargo liability of any Carrier contracted by Broker to transport Broker's customer's freight shall be subject to the following limitations:

 (a) $25.00 per pound, per package for less than truckload ("LTL") shipments (ground shipments up to 20,000 lbs.).

(b) $100,000.00 per truckload shipment; or

(c) $100.00 per package for shipments if a parcel carrier unless a higher value is declared at the time of tender and a greater charge paid as provided in the parcel carrier's general rules tariff.

Logo

Description automatically generated

QuickPay Options Agreement

This form represents an agreement between ConChem Logistics and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to pay the below referenced invoice according to the terms as selected on this form. By submitting this form, the undersigned acknowledges to receiving payment via.

Requirements:

To be eligible for Quick Pay, we must receive with this form, your invoice for the contracted amount along with non‐exception delivery documents signed by the consignee and driver.

A completed Quick Payment Agreement Form must be submitted for each invoice.

Invoice Information:

ConChem Logistics Load #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Invoice Amount: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Contracted amount

Select from the option below to sign‐up for the ConChem Logistics Quick Payment program. After making your selection, please sign and email to customerservice@conchemlogistics.com

Quick Payment Option:

\_\_\_\_\_\_\_ 3-4 Business Days via upon receipt of invoice, rate confirmation, signed bills of lading and/or proof of delivery containing no exceptions. Please email legible copies of the required paperwork to ConChem Logistics at billing@partnership.com (additional $30.00 fee)

ConChem Logistics will honor your quick pay for all invoices submitted in good standing until written notice to cancel this agreement is receive by either party. This agreement will become an addendum to the “Broker Carrier” contract previously agreed to by the carrier and ConChem Logistics. ConChem Logistics may at any time make changes to this agreement for the conduct of its business, as it may, in its judgment, deem necessary or desirable. This agreement may be cancelled at any time. Any such amendments or cancellations will be effective after notice of the amendments has been made to the participating parties.

Quick Payment Options Agreement

Please provide the following information:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Company Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Company Address & Phone

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ MC #

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Authorized Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Printed Name

Quick Payment Options Agreement

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date