



DY Logistics LLC
8194 W Deer Valley Rd
Suite 101-210
Peoria, AZ 85382

BROKER – CARRIER AGREEMENT

This Agreement effective this ____ day of _____, 20__ is between DY Logistics LLC, LLC (hereinafter “BROKER”), a Arizona Limited Liability Company, a transportation broker licensed by the Federal Motor Carrier Safety Administration (FMCSA) under Docket Number MC 1013699-B and by _____, with offices located in _____, _____ a licensed motor carrier pursuant to Docket No. MC _____ (hereinafter referred to as “Carrier”)

In consideration of the parties’ mutual promises, the parties agree as follows:

1. This Agreement is entered into pursuant to 49 U.S.C. §§13102(4) and 14101(b). CARRIER, as an independent contractor, desires to furnish motor carriage service to DY LOGISTICS LLC and/or its Customers for the transportation of commodities and warrants and represents that it is a duly authorized motor carrier in interstate commerce in good standing under one or more certificates issued by the Federal Motor Carrier Safety Administration (FMCSA) or its predecessor agencies. CARRIER also warrants and represents that it is duly authorized to conduct any foreign or intrastate operations to be performed hereunder as a motor carrier. This Agreement does not grant CARRIER an exclusive right to perform the transportation related services for DY LOGISTICS LLC or any customer, whether consignors or consignees.
2. **TERM AND TERMINATION.** The Initial Term of this agreement is one year. At the end of the Initial Term and each successive term, this Agreement will automatically renew for an additional one-year term. Either party may terminate this Agreement at any time, with or without cause, by giving 30 days written notice to the other party; provided further, that if either party violates any material provision of this Agreement, then the other party shall have the right to terminate this Agreement immediately. Notwithstanding the termination of this Agreement, the terms of the Agreement shall apply to undelivered shipments tendered to the CARRIER prior to the termination date and CARRIER shall complete any such shipments. The terms of this Agreement, which by their nature, application, or operation are intended to survive the termination of this Agreement, shall be deemed to survive.
3. **CARRIER’S OPERATING AUTHORITY AND COMPLIANCE WITH LAW.** During the term of this Agreement, CARRIER must maintain valid operating authority as required by federal, state, provincial, and local governments. Carrier agrees to comply with all federal, state, provincial, and local laws regarding transportation.
4. **PERFORMANCE OF SERVICES.** CARRIER shall receive, transport and deliver with reasonable dispatch every shipment tendered to it by DY LOGISTICS LLC and shall deliver each shipment in good order and condition to the designated Consignee. "Reasonable Dispatch" means that all shipments will be delivered by CARRIER at the appointment time for delivery or as otherwise stated on the Bill of Lading. CARRIER must advise DY LOGISTICS LLC immediately if any occurrence is likely to cause delay.
5. **BILLS OF LADING AND DELIVERY RECEIPTS.** At the time of shipment, the CARRIER shall issue a Bill of Lading (or receipt) which may be prepared by DY LOGISTICS LLC, DY LOGISTICS LLC’S Customer, or the Consignor, which shall serve only as a receipt for the goods (and not as the contract of carriage nor as evidence of title). The Bill of Lading shall contain the following information:
 - (i) Names of Consignor and Consignee
 - (ii) Origin and destination points
 - (iii) Number of packages
 - (iv) Description of freight
 - (v) Weight, volume or measurement of freight (if applicable to rating of the freight)
 - (vi) For shipments to, from or within California, the following certification: “CARRIER or its agent certifies that the equipment, including TRU equipment, used for transporting this shipment is in compliance with California regulations.”

- (vii) Any additional information required by law or instructions furnished by DY LOGISTICS LLC or the Consignor relevant to the particular shipment

No other provision of a Bill of Lading's terms and conditions shall apply, (including, but not limited to, any provision purporting to "incorporate by reference" provisions of other publications such as the CARRIER'S private tariffs, the National Motor Freight Classification, or the Uniform Straight Bill of Lading) and all transactions between DY LOGISTICS LLC and CARRIER shall be governed solely by this Agreement, PROVIDED HOWEVER that the Bill of Lading may also contain instructions or specifications pertaining to the transportation of the goods covered by the Bill of Lading to which the CARRIER agrees to follow or perform by issuing the Bill of Lading.

- a. All bills of lading shall be deemed "through bills of lading" to ultimate destination and CARRIER shall be liable for loss, damage or delay in accordance with the terms of this Agreement regardless of any separate agreements entered into by CARRIER with connecting carriers, subcontractors, cartage agents, or other third parties.
- b. CARRIER shall obtain an acknowledgement of delivery for all shipments by notation on the Bill of Lading or a delivery receipt, signed and dated by the Consignee and shall specify the name of the carrier actually making delivery. CARRIER agrees to provide copies at no charge to DY LOGISTICS LLC in sufficient detail to substantiate billing for the services provided. DY LOGISTICS LLC shall have the right to defer payment to the CARRIER until CARRIER provides the delivery receipt as specified herein and which shall demonstrate that CARRIER was the carrier actually making delivery.
- c. CARRIER agrees that in the event that DY LOGISTICS LLC, a Consignor, or another party inserts DY LOGISTICS LLC'S name as a carrier on the Bill of Lading that it shall be for convenience only or through inadvertence and shall not affect DY LOGISTICS LLC'S status as a property broker nor CARRIER's status as the motor carrier transporting the subject shipment. In such event, CARRIER'S drivers shall add the name of the carrier at the time of signing the Bill of Lading.
- d. CARRIER must notify DY LOGISTICS LLC immediately of any exception made on the bill of lading or delivery receipt.

6. **LOADING AND COUNTING** All shipments are "carrier load and count" and carrier will be responsible for actual carton, case or piece count as stated on the Bill of Lading, irrespective of the number of pallets or skids; provided, however, if a shipment is loaded and counted by Consignor during periods when neither the pick-up driver nor any other CARRIER representative were present or afforded an opportunity to be present, then it shall be considered a "shipper load and count" shipment and subject to the following provisions:

- a. The pick-up driver shall sign the Bill of Lading (or other shipping document) with "SL&C" instead of piece count. The pick-up driver's failure to include "SL&C" will not alter the rights and liabilities of either party if CARRIER can prove that Consignor did in fact count and load the shipment during periods when neither the pick-up driver nor any other CARRIER representative were present or afforded an opportunity to be present.
- b. CARRIER shall note on the Bill of Lading all exceptions, e.g., overages, shortages, or damages (O/S/D), when the shipment is actually transferred from the original trailer. CARRIER shall, within 48 hours (excluding weekends and holidays) after the transfer, notify DY LOGISTICS LLC of O/S/D exceptions by phone and send a written Exception Report to the Consignor's origin terminal and BROKER. BROKER or Consignor shall have 48 hours (excluding weekends and holidays) after receipt of CARRIER'S written Exception Report to notify CARRIER in writing for any objections to the Exception Report.
- c. CARRIER shall be liable for any O/S/D claims if it fails to provide the notification to BROKER or Consignor or issue a written Exception Report as required above. Unless BROKER or Consignor has issued written objections as required above, Carrier will not be liable for any shortages or damages occurring before the shipment is actually transferred from the trailer loaded at origin unless there is evidence of a vehicular accident or fault or negligence by Carrier.
- d. If CARRIER is instructed by BROKER or the Consignee to leave a trailer at destination without it being unloaded in CARRIER's presence, CARRIER shall obtain from the Consignee a signed Bill of Lading acknowledging delivery with a notation of the time and date that trailer arrived at the destination.

7. **INFORMATION AND CONFIDENTIALITY** Except to the extent disclosure may be required by law, and then disclosure may be made only to the extent of such requirement and after the CARRIER has notified the BROKER of the requirement, CARRIER agrees to safeguard and treat as confidential information pertaining to BROKER'S traffic, including, without limitation, origins, destinations, products, volume, rates and charges, the identity of BROKER'S customers and suppliers, and the products purchased by particular customers and purchased from particular suppliers. CARRIER shall also safeguard and treat as confidential information relating to BROKER'S operations and competitive position, including, without limitation, the following:

sales, marketing and promotions strategies and plans; financial information, research and development of new products; improved products and improved procedures; sales/delivery statistics, forecasts; manufacturing processes and formulas; cost data; expansion plans; purchasing plans; critical ingredients and/or sources of supply. The obligations set forth in this section shall survive, indefinitely, the expiration or earlier termination of this Contract. CARRIER agrees to provide to BROKER, upon reasonable request made during the term of this Contract or within one year after the termination of this Contract, any and all information (including confidential information) and data (whether in electronic, printed, or other format) used or created by CARRIER in the performance of this Contract.

8. SECURITY

1. STOPS-IN-TRANSIT

a. CARRIER shall maintain the integrity of the load in transit at all times, including if a stop in transit is necessary,

2. TRAILER SEALS

a. The Consignor's personnel or their designated agent will place and remove trailer seals on all truckload shipments. Seals are to remain intact until received at first Consignee location.

b. If the seal is broken due to a legal or regulatory requirement or is otherwise broken, lost, or tampered

c. with, CARRIER'S driver shall note on the Bill of Lading the time, date, place, and circumstances

d. surrounding the breaking of the seal or discovery of non-intact seal and place a new seal and record

e. number of new seal on Bill of Lading.

f. CARRIER shall contact BROKER, the Consignor, or the origin location to inform of broken seal at the time of discovery.

g. For any shipment, if the original seal placed on the trailer by the Consignor is not intact upon delivery, the Consignee may reject the entire shipment. In such event the CARRIER shall be liable as if there had been a total loss of the shipment.

3. Palletized Freight. If shipments are palletized, the shrink or stretch wrapping on the materials shipped shall not be broken in transit and shall be delivered in the same condition as received by the CARRIER. If shrink or stretch wrapping is broken in transit, CARRIER shall assume liability for all damage or shortages noted on or after delivery.

4. Cargo Securement. Cargo tendered to CARRIER shall be checked by CARRIER'S drivers to insure that it has been loaded in full compliance with the Federal Motor Carrier Safety Administration's Cargo Securement regulations.

5. Security for High Value Products. BROKER, on occasion, may tender to CARRIER, certain high-value products for transportation. CARRIER hereby agrees that it will provide special security for high-value products to reduce the risk of theft and pilferage. BROKER shall notify CARRIER prior to CARRIER'S acceptance of said products, of the value of said products and the special security services to be provided by CARRIER and that its failure to provide said services will be deemed a material deviation from the contract.

9. RECORD RETENTION All bills of lading, delivery receipts, freight bills, manifests, logs, claims, archived EDI transmissions and any other shipping or claim documentation shall be retained by CARRIER for a period of four (4) years from the date of signature on the Bill of Lading or one (1) year after final resolution of a disputed or unsettled claim, whichever is later, or for such greater period of time as maybe required by federal or state laws, rules or regulations. All such records shall be available for inspection and copying at CARRIER'S expense and use by BROKER during such period. CARRIER shall retain an original copy of the Agreement while in effect and for a period of four years thereafter and shall furnish proof of such retention to BROKER upon reasonable request. The provisions of this section shall survive cancellation, termination, or expiration of this Contract.

10. BILL OF LADING

a. When the Bill of Lading indicates that the shipment is "collect", CARRIER agrees to collect freight charges from Consignee and CARRIER shall hold BROKER and Consignor harmless from any freight charges regardless of whether the Consignor signs a "no recourse provision" which may appear on the Bill of Lading.

b. When the Bill of Lading specifies payment by a Third Party, only said Third Party shall be liable for freight charges and BROKER, the Consignor and the Consignee shall be held harmless from any freight charges.

11. CARRIER'S OPERATIONS.

a. CARRIER will, at its sole cost and expense, (i) furnish all equipment required for the performance of its obligations ("Equipment"); (ii) pay all expenses related, in any way, with the use and operation of the Equipment; (iii) maintain the Equipment in good repair, mechanical condition and appearance; (iv) utilize only competent, able and legally licensed personnel. DY LOGISTICS LLC shall have no duty to select, instruct

or supervise CARRIER'S drivers, or to check drivers' logs or its status of compliance with FMCSA's hours of service or other regulations before loading, those being the sole responsibility of the CARRIER. CARRIER will have full control of such personnel, will perform Services as an independent contractor, and will assume complete responsibility for all state and federal taxes, assessments, insurance (including, but not limited to, workers compensation, unemployment compensation, disability, pension and social security insurance) and any other financial obligations arising out of performance of Services.

- b. CARRIER shall hold a "Satisfactory", "Conditional", or "Unrated" safety fitness rating as determined by the Federal Motor Carrier Safety Administration (FMCSA). CARRIER shall notify DY LOGISTICS LLC immediately if CARRIER receives an "Unsatisfactory" safety fitness rating from the FMCSA. In no event shall CARRIER transport any property on behalf of DY LOGISTICS LLC if CARRIER receives an "Unsatisfactory" safety fitness rating. The provisions of this Agreement, including this section, relating to safety fitness ratings are intended to include future safety fitness rating designations which are substantively the same or similar to those used herein.
- c. CARRIER'S OPERATIONS. To the extent that any shipments subject to this Agreement are transported within the State of Arizona, CARRIER warrants that (i) all 53 foot trailers (including both dry-van and refrigerated equipment) it operates and the Heavy-Duty Tractors that haul them within Arizona under this Agreement are in compliance with the Arizona Air Resources Board (CARB) Heavy-Duty vehicle Greenhouse Gas (Tractor-Trailer GHG) Emission Reduction Regulations; and (ii) All refrigerated equipment it operates within Arizona under this Agreement is in full compliance with the Arizona Air Research Board (CARB) Transport Refrigerated Unit (TRU) Airborne Toxic Control Measure (ATCM) in-use regulations. CARRIER shall be liable to DY LOGISTICS LLC, DY LOGISTICS LLC'S customers, the consignor, or the consignee for any penalties, or any other liability, imposed on, or assumed by said parties due to penalties imposed on DY LOGISTICS LLC, DY LOGISTICS LLC'S customers, the consignor, or the consignee because of CARRIER'S use of non-compliant equipment.

12. PROTECTION AND INDEMNIFICATION. CARRIER shall at all times both during and after the term of this Agreement protect, defend (at DY LOGISTICS LLC'S option), indemnify and hold harmless DY LOGISTICS LLC and its customers, and their respective directors, officers, agents and employees (collectively "the INDEMNITEES") against and from any and all liability, loss, damage, penalties, fines, costs and expenses of any kind whatsoever (including reasonable attorneys' fees and other legal costs and expenses), relating to any and all claims of every nature or character, including, without limitation, violations of state highway laws, claims for personal injury, death and damage to property, clean-up costs from commodity spills and damage to the environment, and worker compensation claims of Carrier and/or its employees, asserted against DY LOGISTICS LLC and/or the INDEMNITEES by any person and arising out of CARRIER'S activities and/or performance under this Agreement and/or caused by CARRIER'S acts or omissions. CARRIER will not be liable for any damages to the extent caused by DY LOGISTICS LLC'S or any INDEMNITEES' grossly negligent acts or omissions. The provisions of this section shall survive cancellation, termination, or expiration of this Agreement.

13. INSURANCE. During the initial and any subsequent terms of this Agreement, CARRIER must procure and maintain, at its sole cost and expense, the following insurance:

- a. Comprehensive General Liability Insurance, including blanket contractual coverage, with a minimum combined single limit of not less than \$1,000,000.00 each occurrence. Such insurance policy must include coverage for bodily injury, property damage, premises/operations, products/completed operations, contractual, independent contractors, broad form property damages, and personal injury. Such policy or policies must include cross liability (severability of interest).
- b. Commercial Automobile Liability Insurance, with a combined single limit of not less than \$1,000,000.00 each occurrence with respect to all vehicles owned, non-owned, hired or assigned to transport shipments on behalf of DY LOGISTICS LLC or CUSTOMERS. Such insurance policy must include coverage for any and all liabilities for personal injury (including death) and property damage arising out of the ownership, maintenance, use or operation, including loading and unloading, of the Equipment operated by CARRIER under this Agreement.
- c. Motor Cargo Legal Liability Insurance in an amount of not less than \$100,000.00 per shipment, naming DY Logistics LLC as a certificate holder and/or loss payee, providing coverage to DY LOGISTICS LLC, the CUSTOMER or the Owner and/or consignee for any loss damage or delay claim to any Goods coming into the possession of CARRIER under this Agreement. Unless approved in advance by DY LOGISTICS LLC, shall not exclude coverage for unattended vehicles, breakdown or failure of mechanical refrigeration equipment, or for the products being shipped by DY LOGISTICS LLC, or for unexplained or mysterious loss or shortages.

CARRIER shall obtain and furnish a copy of an endorsement eliminating the exclusion and providing coverage in the event that CARRIER'S cargo liability would otherwise contain any of said exclusions.

- d. Workers' Compensation and Employers Liability. Workers' Compensation as required by law and Employers Liability with coverage of \$100,000.00 bodily injury for each accident; \$500,000.00 bodily injury by disease, policy limit; and \$100,000.00 bodily injury by disease for each employee.
- e. Proof of Insurance. Before commencement of any services, CARRIER will deliver to DY LOGISTICS LLC Certificates evidencing all required insurance. These certificates will name DY LOGISTICS LLC as an "Additional Insured" by endorsement on the Commercial General Liability Policies; and said policies shall provide that i) DY LOGISTICS LLC shall not be obligated to pay premiums for any such insurance, ii) such insurance shall be primary with respect to all insured and iii) such insurance shall be applicable separately to each insured and shall cover claims, suits, actions or proceedings by each insured against any other insured.
- f. Insurance Policies, Copies. Upon request of DY LOGISTICS LLC, CARRIER shall deliver to DY LOGISTICS LLC full and complete copies of the insurance policies required under this Agreement. If copies of said policies are not available, CARRIER shall provide copies of the pages of said policies containing the coverage in said policies, and all exceptions, exclusions and endorsement to the coverage provided therein.
- g. Deductibles are CARRIER'S responsibility. CARRIER remains liable in full, less amounts paid by CARRIER'S insurance company.
- h. CARRIER shall immediately notify DY LOGISTICS LLC if any insurance coverage is cancelled, reduced, or otherwise invalidated.
- i. No Representation as to Adequacy. It is expressly understood that DY LOGISTICS LLC does not represent that the types or minimum limits of the insurance set forth herein are adequate to protect the CARRIER'S interests.

14. LIABILITY FOR LOSS OR DAMAGE TO SHIPMENTS. CARRIER assumes the liability required of an interstate motor carrier for "full actual loss" under 49 U.S.C. § 14706 ("Carmack"), as written and in effect as of January 1, 1996, regardless of whether the shipment is interstate, intrastate, or international in nature, for all loss, damage, injury to, or delay of goods tendered to CARRIER hereunder. The measure of damages for loss, damage, injury or delay of goods shall be, but is not limited to, the original invoice value charged to the Consignee or the destination market value of the lost or damaged goods, whichever is higher, plus freight charges, administrative costs, warehousing costs, transportation costs, and all other assessorial charges on loss and damage claims.

- a. In the event any shipment is refused by the Consignee, CARRIER'S liability for loss or damage as a carrier under this section shall continue until the shipment has been properly placed in a public warehouse or other suitable storage facility under reasonable security, after which time CARRIER shall have the liability of a warehouseman, but only while the shipment is held in storage. It is understood and agreed that all shipments shall be deemed "in transit", and CARRIER'S liability shall not revert to that of a warehouseman, where the Consignee has not refused delivery and CARRIER is requested or required to temporarily store a shipment prior to completing delivery because the Consignee is not ready to accept delivery, or CARRIER is required to re-deliver because CARRIER missed a delivery appointment, or CARRIER is otherwise unable to complete delivery to the Consignee.
- b. In the event the parties expressly agree in writing to a limit of liability less than full actual loss with respect to a particular shipment or shipments, such limitation(s) on CARRIER'S liability shall not apply if the damage or loss of cargo is the result of willful misconduct, gross negligence, conversion or material breach of this Agreement by CARRIER or its directors, officers, agents or employees, and CARRIER shall be liable for the full actual loss notwithstanding any such limit of liability.
- c. All claims for loss, damage, injury or delay to cargo shall be processed in accordance with the provisions of 49 CFR 370; provided, however, that with respect to salvage, DY LOGISTICS LLC or the owner of the goods may determine within its sole discretion, and not subject to a reasonableness standard, whether the goods may be disposed of or salvaged by CARRIER and, in such event, the reasonable salvage value if the merchandise had been salvaged shall be credited against the claim against CARRIER.
- d. Replacement Shipments. Carrier acknowledges that DY LOGISTICS LLC may utilize other carriers to facilitate the movement of delayed shipments, or to ship replacement goods. If Carrier fails to make timely delivery of any shipment, Carrier shall be responsible for reasonable and necessary costs, charges, fees and expenses resulting from such delay.
- e. Return of Damaged Shipments. Carrier shall return all damaged shipments at its expense to the point of origin or, with Carrier's consent, to other points as instructed by DY LOGISTICS LLC for the purpose of inspection and mitigation of damages.

- f. Concealed Damage Claims. Claims based on a concealed loss or damage reported to Carrier within 15 days of the date of delivery shall be treated by Carrier as though an exception notation had been made on the delivery receipt at the time of delivery.

15. **WAIVER OF CARRIER'S LIEN.** CARRIER will not withhold or delay delivery of Goods for any reason, including any dispute as to the rates or any alleged failure of DY LOGISTICS LLC to pay charges incurred under this Agreement. CARRIER is relying upon the general credit of DY LOGISTICS LLC and hereby waives and releases all liens which CARRIER might otherwise have against DY LOGISTICS LLC or CUSTOMER. CARRIER acknowledges the immediate and irreparable damage that could be caused to DY LOGISTICS LLC as the result of a breach of this provision, and, accordingly, CARRIER specifically agrees that DY LOGISTICS LLC may enforce the provisions of this Agreement by an injunction, restraining order, or other equitable relief. CARRIER shall be liable for all reasonable attorneys' fees and costs incurred in connection therewith.

16. **FORCE MAJEURE.** If either party is prevented from the performance of any act required by this Agreement by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulation, riots, insurrection, war or other reasons of a like nature not the fault of, or under the control of, the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of the act is excused for the period of the delay and the period for the performance of the act is extended for a period equivalent to the period of delay, provided the party delayed in performing promptly gives written notice to the other party of its inability to perform and provided, further, that upon the termination of the force majeure event the delayed party promptly commences performance.

- a. CARRIER'S inability to perform resulting from a violation by it of any laws, rules, or regulations, shall not be deemed a force majeure relieving CARRIER in any manner from its duties to perform fully and timely its obligations under this Agreement.
- b. Nothing in the force majeure provision of this Agreement shall relieve CARRIER in any way from its liability for loss or damage as provided in Section 15: Liability for Loss or Damage to Shipments.

17. **BILLING AND PAYMENT OF CHARGES.** In consideration of DY LOGISTICS LLC tendering to CARRIER shipments for transportation on behalf of DY LOGISTICS LLC'S customers, CARRIER hereby acknowledges and agrees that DY LOGISTICS LLC shall be the only person liable to CARRIER for freight charges or for any other charges due CARRIER for services provided under this Agreement. CARRIER shall have no right or claim against DY LOGISTICS LLC'S customers, a Consignor, a Consignee, or any party other than DY LOGISTICS LLC for such charges and CARRIER shall not under any circumstances seek payment from any person other than DY LOGISTICS LLC.

- a. CARRIER agrees that it will issue its invoices for freight and other charges directly to DY LOGISTICS LLC for any and all amounts due to CARRIER within 45 days. Invoices received after 45 days maybe refused. CARRIER shall not issue invoices for freight and other charges to the Consignor, Consignee, or any other person, unless directed to do so in writing by DY LOGISTICS LLC.
- b. CARRIER will charge and DY LOGISTICS LLC will pay for Services at the rates and charges shown on separate Rate Confirmation Sheets. A Rate Confirmation Sheet is to be signed and agreed to by CARRIER and DY LOGISTICS LLC before each shipment. Under no circumstance shall any other rate, penalty, loss of discount, late fees, collection fees, or attorney's fees apply provided, however, if DY LOGISTICS LLC requests a service where the charge is not stated in a rate confirmation and is not agreed upon by the parties in writing prior to the time of shipment, the rate for said service shall be the lowest competitive market rate for said service.
- c. Payment by DY LOGISTICS LLC will be made within thirty days of receipt by DY LOGISTICS LLC of CARRIER'S freight bill, the bill of lading, a clear delivery receipt, and any other necessary billing documents enabling DY LOGISTICS LLC to ascertain that the Service has been provided.
- d. DY LOGISTICS LLC shall have the right to offset from freight or other charges by CARRIER any claims for loss, damage or delay, or claims for overcharges, duplicate payments or unidentified payments.
- e. **Assignment of Rights.** CARRIER hereby assigns to DY LOGISTICS LLC all its rights to collect freight charges from Consignor or any third party payor upon receipt by CARRIER of payment from DY LOGISTICS LLC. CARRIER further agrees to execute such further documentation and provide such other assistance as may be reasonably required to facilitate DY LOGISTICS LLC'S collection of freight charges from DY LOGISTICS LLC'S customers, Consignors or Consignees for shipments carried by CARRIER.

18. **SUB-CONTRACT PROHIBITION.** All freight tendered to CARRIER under this Agreement will be transported on equipment operated under the authority of CARRIER. CARRIER must not in any manner sub-contract, broker, or in any

other form arrange for the freight to be transported by a third party without the prior written consent of DY LOGISTICS LLC. If CARRIER uses another carrier or other third party for any portion of any shipment without the prior authorization of DY LOGISTICS LLC, it shall be deemed a material breach and DY LOGISTICS LLC may, at its option, terminate this Agreement immediately upon written notice to CARRIER. CARRIER will remain responsible to DY LOGISTICS LLC for fulfillment of all of CARRIER'S obligations under this Agreement while cargo is in the unauthorized carrier or party's possession.

19. ASSIGNMENT/MODIFICATION/BENEFIT OF AGREEMENT. This Agreement may not be assigned or transferred in whole or in part, and supercedes all other agreements and all tariffs, rates, classifications and schedules published, filed or otherwise maintained by CARRIER.

20. SEVERABILITY. In the event that the operation of any portion of this Agreement results in a violation of any law, the parties agree that such portion will be severed and that the remaining provisions of this Agreement will continue in full force and effect.

21. WAIVER. Failure of DY LOGISTICS LLC to insist upon CARRIER'S performance under this Agreement or to exercise any right or privilege will not be a waiver of any DY LOGISTICS LLC'S rights or privileges herein.

22. SHIPPER SOLICITATION. CARRIER agrees, on behalf of itself, its employees, and subcontractors, to not solicit, accept, or arrange for, directly or indirectly, shipments from Customers except through DY LOGISTICS LLC during the initial term and any subsequent terms of this Agreement, and for a period of two years following termination of this Agreement. CARRIER shall be liable to DY LOGISTICS LLC as liquidated damages, and not as a penalty, an amount equal to 25% of the gross revenue for any transportation provided by CARRIER in breach of this Agreement. In addition to the remedies set forth in paragraph (a) above, CARRIER acknowledges the immediate and irreparable damage that could be caused to DY LOGISTICS LLC as the result of a breach by CARRIER, or threatened breach, of the provisions of paragraph (a) above, and accordingly, CARRIER specifically agrees that DY LOGISTICS LLC may enforce the provisions of paragraph (a) above by an injunction, restraining order, or other equitable relief. In the event DY LOGISTICS LLC is required to engage legal counsel or initiate legal proceedings to enforce the provisions of this paragraph of the Agreement, CARRIER shall be liable for all reasonable attorneys' fees and costs incurred in connection therewith.

23. INDEPENDENT CONTRACTOR: It is understood and agreed that the relationship between DY LOGISTICS LLC and CARRIER is that of independent contractor. None of the terms of the Agreement, or any act or omission of either Party will be construed for any purpose, including Workers Compensation claims to express or imply a joint venture, partnership, principal/agent, fiduciary, employer/employee relationship between the Parties. CARRIER will provide the sole supervision and will have exclusive control over its operations and the operations of its employees, contractors, subcontractors, agents, as well as all vehicles and equipment used to perform Services. DY LOGISTICS LLC has no right to discipline or direct the performance of any driver and/or employees, contractors, subcontractors, or agents of CARRIER. CARRIER represents and agrees that at no time and for no purpose will it represent to any party that it is anything other than an independent contractor in its relationship to DY LOGISTICS LLC.

24. CHOICE OF LAW, JURISDICTION, AND VENUE. This Agreement is governed by the laws of the State of Arizona. The parties agree to jurisdiction and venue in the State or Federal Courts in Peoria Arizona or the county nearest to Peoria Arizona, for all purposes, including the taking of depositions. CARRIER also agrees that, unless prohibited by Canadian or Mexican law, this Agreement and the performance thereof shall be construed and enforced as though a shipment originated at and was destined to a point in the United States without regard to whether a shipment actually originated at or was destined to a point in Canada or Mexico.

25. CHOICE OF LANGUAGE. The parties hereto have specifically requested that this agreement be drawn up in the English language only. By signing below, both parties confirm that English is the preferred language and each party is fully fluent in it.

26. NEUTRAL INTERPRETATION. DY LOGISTICS LLC and CARRIER acknowledge that they have had the opportunity to be represented or advised by independent counsel of its own selection throughout all negotiations preceding execution of this Agreement and any Appendix or Addendum to it. Accordingly, it is agreed that the terms of this Agreement, and any Appendix or Addendum to it, shall be given a neutral interpretation, and any ambiguities or uncertainty in this Agreement, or any Appendix or Addendum to it, shall not be construed for or against either Party.

27. DEFAULT. The following actions or events shall each constitute a material breach of this Agreement, in addition to any that are expressly referred to as material breaches elsewhere in this Agreement:

- a. Either party commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code) or if a petition is filed against the party under any chapter of the Bankruptcy Code;
- b. Either party has appointed (voluntarily or involuntarily) a trustee, receiver, custodian or agent under applicable law or under contract, whose appointment or authority to take charge of property of the party for the purpose of general administration of such property for the benefit of the party's creditors;
- c. Either party commits a material breach of any of the terms or provisions of this Agreement and such breach is not cured within ten (10) days after receipt of written notice advising of such breach; or
- d. With respect to CARRIER, any portion of CARRIER'S operating authority required for CARRIER to perform its obligations under this Agreement is revoked, canceled, suspended or discontinued by operation of law or otherwise.
- e. In the event of the occurrence of any breach(es) listed in this section, the non-breaching party may terminate this Agreement effective immediately upon written notice to the breaching party.

28. NOTICES. Any notices required to be given by this Agreement shall be given by U.S. mail postage prepaid, overnight package service, courier, or facsimile, text or email to the parties at the address or facsimile numbers set forth below beneath their signatures. Notice shall be deemed delivered as of the date which is 24 hours after sent, or as of the first business date after sent, whichever first occurs.

29. ENTIRE UNDERSTANDING. This Agreement, together with the Recitals and Appendices, represents the entire understanding of the parties and cannot be amended except in writing signed by both parties.

30. E-SIGNATURES AND CORRESPONDENCE. The parties agree that electronic signatures and other correspondence shall be an acceptable format to accommodate Carrier who is often in transit and that the use of email texts and phone is appropriate and preferred.

BROKER

CARRIER

DY LOGISTICS LLC

By: _____

By: _____

Printed: _____

Printed: _____

Address: 8194 W Deer Valley Rd
Suite 101-210
Peoria, AZ 85382

Address: _____

Phone #: _____

Fax #: _____

FID #: _____

MC #: _____

DOT #: _____