

Broker-Carrier Agreement

Last updated: August 11, 2022

This BROKER-CARRIER Agreement (the "Agreement") is between you, acting as a motor carrier providing transportation services ("you", or "Carrier") and GBS Logistics, Inc. ("Broker"), and (i) describes the terms by which Broker offers you access to the GBS Logistics Platform (as defined below) and (ii) sets forth the terms governing the transportation services provided by you. By accessing or using the GBS Logistics Platform, registering with Broker, or otherwise providing any services to Broker or Broker's customers, you are accepting this Agreement on behalf of yourself and the company, entity or organization that you represent. Use of the GBS Logistics Platform is conditioned on your agreement to all of the terms and conditions contained in this Agreement, including the separate policies and terms referenced in this Agreement, all of which are incorporated into this Agreement. Carrier and Broker may be referred to herein individually as a Party and collectively as the Parties.

Carrier is a motor carrier authorized by the Federal Motor Carrier Safety Administration ("FMCSA") and by state and local authorities to provide transportation of general commodities; and

Broker is a transportation broker authorized by the FMCSA under the broker permit identified as U.S. DOT NO. 3949054 and Docket Number MC-1469063-B to arrange for transportation of general commodities by motor carriers.

Broker and Carrier agree as follows:

1. Description of Services. Carrier agrees to provide transportation services, including but not limited to, for less-than-truckload, full truckload, and consolidated truckload shipments, for goods tendered by Broker's shipper customers (the "Services") in compliance with the terms of this Agreement and its Exhibits as well as all applicable federal, state, and local laws and regulations relating to the transportation of the freight covered by this Agreement. The Services shall be understood as "contract carriage" within the meaning of 49 USC 13102(4)(B), and the Parties each expressly waive all rights and remedies they may have as to each other under 49 USC, Subtitle IV, Part B as permitted by 49 USC 14101(b)(1) to the extent that such rights and remedies conflict with the terms of this Agreement. Carrier agrees that from time to time Broker or its shipper customers may provide instructions for the consolidation and/or deconsolidation of certain less-than-truckload or truckload shipments. Carrier agrees to comply with the consolidation and/or deconsolidation instructions and notify Broker if any such consolidation and/or deconsolidation services have not been completed, as instructed. When Broker or its shipper customer has provided instructions for consolidation and/or deconsolidation, such services shall be included in Carrier's Services. Carrier or its driver are responsible for determining the appropriate route for transportation. Any route directions provided by Broker to Carrier are provided as a convenience only and Carrier shall have no obligation to follow such routing directions. To allow Broker to comply with customer requests regarding shipment status,

Carrier shall provide contact information for any driver transporting cargo pursuant to this Agreement.

2. Rates and Charges. Carrier shall invoice Broker for its Services in accordance with rates and charges set forth on Exhibit A or otherwise mutually agreed upon in writing between the Parties including, for example, on a Load Confirmation Sheet/Rate Confirmation Sheet. Carrier expressly acknowledges and agrees that, for any pooled shipments where one or more of the shipments in a given pool is missed or otherwise unavailable for pickup, Broker and Carrier will negotiate a reasonable reduction in the rate for the pooled shipment, such reduction to be memorialized in a revised Rate Confirmation Sheet or other writing (email communication being sufficient) between the Parties. Absent an express rejection in writing, Carrier's continued transportation of the shipment after having received a quote for a commercially reasonable reduced rate shall constitute Carrier's acceptance of such rate. Other charges, including but not limited to, stop-offs, detention, loading or unloading, fuel surcharges, or other accessorial charges, tariff rates, released rates or values, or tariff rules or circulars, shall only be valid when their terms are specifically agreed to in a writing signed by both Parties. Carrier hereby waives any lien rights that it has or may have over goods received pursuant to this Agreement. If Carrier tenders a shipment covered by this Agreement to a third party and such third party claims a lien over the goods, then Carrier shall immediately take any such action as is necessary to satisfy such lien and release the goods to Broker or its shipper customer.

3. Payment. Broker agrees to pay Carrier within thirty (30) days of receipt of Carrier's undisputed invoice for the Services, in accordance with the rates set forth or as otherwise agreed, provided that Carrier timely submits documents verifying delivery, including any receipt of proof of delivery, bill of lading, signed load confirmation, and any other documents agreed in the Load Confirmation Sheets / Rate Confirmation incorporated herein by reference. Carrier must provide Broker with a proof of delivery document within twenty-four (24) hours after delivery or any other time requested by Broker. If Carrier fails to tender such documents after ninety (90) days, then Carrier hereby forfeits and waives any right to payment for any shipment performed pursuant to this Agreement. Broker reserves the right to proportionately reduce the rate agreed in a Rate Confirmation Sheet if Carrier fails to adhere to the instructions therein. Carrier automatically assigns all of its rights to payment from shippers, consignees, or third parties to Broker. Carrier agrees that Broker is the sole party responsible for payment of Carrier's charges and that, under no circumstances, will Carrier seek payment from the shipper, consignee, or third party.

4. Term and Termination. The term of this Agreement shall begin on the Effective Date and shall continue in full force and effect for a period of one (1) year, and shall thereafter automatically renew for successive one (1) year terms. This Agreement may be terminated by either party prior to the expiration of the term, with or without cause, by giving thirty (30) days prior written notice. The termination of this Agreement shall not relieve or release either Party from any right, liability, or obligation that accrued prior to the date of such termination. Carrier shall be required to complete all pending shipments in compliance with this Agreement for the compensation

contemplated herein even in the event that such performance extends beyond the effective date of termination.

5. Lawful Operation. Carrier represents and warrants that it holds and will maintain during this Agreement a valid motor carrier operating authority issued by the FMCSA and identified by the U.S. DOT Number and MC Docket Number set forth in the Recitals, if applicable, and all required insurance as well as all foreign or intrastate licenses and permits necessary to lawfully perform the Services, including a valid Commercial Vehicle Operator's Registration issued by the Ministry of Transportation for Ontario if operating in Canada. Carrier shall at all times transport the goods under its own operating authority and subject to the terms of this Agreement. Carrier agrees to provide Broker with proof of insurance and operating authority if requested. Carrier represents that it does not have an "Unsatisfactory" or "Conditional" safety rating as determined by the FMCSA or a substantially equivalent rating issued by a state or other government agency having jurisdiction. Carrier shall immediately notify Broker if it receives an Unsatisfactory, Conditional, or equivalent safety rating, or if its required operating authorities, licenses, permits, or insurance are revoked, suspended, or rendered inactive for any reason and Carrier shall cease providing the Services until such are restored.

6. Carrier Operating Responsibilities.

(a) Re-Brokering Prohibited. Carrier shall transport all cargo tendered by Broker on motor vehicle equipment operated pursuant to Carrier's for-hire motor carrier authority, and shall not re-broker, co-broker, subcontract, assign, interline, or transfer the transportation of shipments hereunder to any other person or entity without express prior written consent of Broker. If Carrier breaches this provision, Carrier shall remain fully liable pursuant to this Agreement as if it had transported the shipment on vehicles operating under its motor carrier authority (including liability for cargo loss and damage claims and its indemnification, defense, and hold harmless obligations). In addition, If Carrier breaches this provision, Broker shall have the right of paying the monies it owes Carrier directly to the delivering carrier, in lieu of payment to Carrier. Upon Broker's payment to the delivering carrier, Carrier shall not be released from any liability to Broker under this Agreement. In the event any shipment is delayed, or Carrier otherwise fails to complete any trip undertaken by it, and Broker must arrange for the completion of such trip with another carrier, Carrier shall be responsible for reasonable and necessary costs, charges, fees, and expenses related thereto. In the event that Broker has a reasonable basis to believe that Carrier has breached this section with respect to a single shipment, Broker reserves the right to conduct an investigation to its reasonable satisfaction that Carrier has not violated this provision in any respect, and Broker may withhold payment of any outstanding invoices to Carrier until Broker has confirmed Carrier's compliance with this provision. Broker may immediately terminate this Agreement if Carrier breaches this Subsection 6(a).

(b) Compliance with Law. Carrier shall comply with all applicable federal, state, provincial, and local laws relating to the provision of its services including, but not limited to those requirements in the jurisdiction of operation that are equivalent to those set forth herein: transportation of Hazardous Materials (including the licensing and training of Haz Mat qualified drivers), as

defined in 49 C.F.R. §172.800, §173, and §397 et seq. to the extent that any shipments hereunder constitute Hazardous Materials; security regulations; owner/operator lease regulations; loading and securement of freight regulations; implementation and maintenance of driver safety regulations including, but not limited to, hiring, controlled substances and alcohol testing, and hours of service regulations, federal and state labor regulations and OSHA; sanitation, temperature, and contamination requirements for transporting food, perishable, and other products, qualification and licensing and training of drivers; 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; all applicable insurance laws and regulations including but not limited to workers' compensation; and the Canadian National Safety Code. Further, Carrier represents and warrants that it will not perform services pursuant to this Agreement at any time while Carrier is included on the list of port trucking companies with unsatisfied court judgments, tax assessments or tax liens published by the California Labor Commissioner pursuant to Cal. Labor Code § 2810.4

(c) Drivers. Carrier shall be solely responsible for any and all management, governing, discipline, direction and control of its employees, owner/operators, and equipment with respect to operating within all applicable federal, state, and provincial legal and regulatory requirements to ensure the safe operation of Carrier's vehicles, drivers and facilities. Carrier shall ensure that each driver is duly qualified, in possession of a valid Commercial Driver's License or equivalent, and otherwise meets all of the physical, training and other qualifications for commercial motor vehicle drivers set forth in the Federal Motor Carrier Safety Regulations or other laws and regulations applicable in the jurisdiction of operation. Carrier shall ensure that each driver who it assigns to transport cargo will have sufficient time under the hours of service regulations to complete the assigned transportation and is in compliance with all applicable drug and alcohol testing requirements.

(d) Equipment. Carrier shall, at its sole cost and expense, furnish the vehicles and equipment, including loading equipment, required to provide the Services. Carrier shall ensure the safe and lawful operation of the vehicles and equipment 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 shall ensure that (i) all vehicles and equipment are regularly maintained and in good order, condition and repair and in compliance with all applicable federal and state laws, rules and regulations; (ii) no equipment has previously been used to transport hazardous wastes, garbage, refuse, rodenticide or pesticide of any kind, regardless of whether it meets the definition in 40 C.F.R. §261.1 et seq., or other similarly applicable laws or regulations; and (iii) all equipment is clean, dry, leak proof, free from harmful or offensive odor, sanitary, and free of any contamination, suitable for the particular commodity being transported and which will not cause in whole or in part adulteration of the commodity as defined in 21 U.S.C § 342. Unless a trailer is pre-loaded and sealed by the shipper, and the applicable bill of lading bears a "shipper load and count," "SLC," or similar designation, Carrier shall be solely responsible for ensuring that all goods and equipment have been properly loaded, secured, blocked and braced. Unless

otherwise agreed in writing, Broker and its customers shall have exclusive use of equipment provided by Carrier for a shipment covered by this Agreement.

(e) Transportation Requirements. Carrier will comply with any cargo handling instructions communicated to Carrier by Broker or its shipper customer, including via the applicable bill of lading or load tender documentation. In addition, Carrier shall, and shall cause its drivers to, comply with facility rules in effect at any locations where Carrier is performing pick-up or delivery services. Carrier is responsible for payment of all permits, escorts, route surveys, bridge surveys, utility assistance, and any other ancillary costs arising from or related to the Services and such costs are not collectable under Section 2 of this Agreement. Carrier agrees that all shipments will be transported and delivered with reasonable dispatch, or as otherwise agreed in writing. For Carriers transporting Food Shipments, further obligations are set forth in Exhibit B which shall apply in addition to all other laws and regulations applicable in the jurisdiction of operation. Carrier, its employees, drivers, and agents when on any premises of a shipper, consignee, or affiliated party shall comply with all applicable laws, rules and regulations regarding safety, health, and security, and all other rules and procedures at an origin or destination facility that are visibly posted or otherwise made known to the Carrier.

(f) Shipping Documents. Carrier shall sign a bill of lading, produced by shipper or Carrier in compliance with 49 C.F.R. §373.101 (and any amendments thereto), or other similarly applicable laws or regulations, for the property it receives for transportation under this Agreement. Any terms of the bill of lading, delivery receipt, or tariff (including but not limited to payment and credit terms, released rates or released value) inconsistent with the terms of this Agreement shall not operate to alter or amend the provisions herein and shall be subordinate to this Agreement. Carrier shall not insert Broker's name as the "carrier" on any bill of lading or other shipping document. Any such insertion shall be for convenience only and shall not change Broker's status as a property broker or Carrier's status as a motor carrier. Failure to issue a bill of lading, or sign a bill of lading acknowledging receipt of the cargo, by Carrier, shall not affect the liability of Carrier. Prior to signing any bill of lading, it shall be the responsibility of Carrier's driver to count the goods, if applicable, described in the bill of lading, and to report any overages and shortages to Broker; otherwise Carrier will be liable for any shortages. Unless otherwise agreed in writing, Carrier shall become fully responsible/liable for the freight when it signs the bill of lading or takes/receives possession of the freight and the trailer(s) is loaded, whichever occurs first, and with respect to the latter, regardless of whether a bill of lading has been issued, and/or signed, and/or delivered to Carrier. Such responsibility/liability shall continue until delivery of the shipment to the consignee and the consignee signs the bill of lading or delivery receipt. Any discrepancy between a Rate Confirmation Sheet and a Bill of Lading relating to shipment details (including cargo kind and quantity) or instructions (including temperature requirements) shall be immediately communicated by Carrier to Broker, and Carrier shall await Broker's instructions to resolve such discrepancy before proceeding with the affected shipment.

(g) Weight and Dimensions. Carrier shall be responsible for confirming that the weight and dimensions of the shipment tendered by Broker's shipper customers at the time of pickup conforms to the weight and dimensions of the shipment as set forth in the load confirmation and

complies with applicable laws and regulations. In the event of a material discrepancy between the actual weight and/or dimensions of the shipment at the time of pickup of the shipment with the weight and/or dimensions as recorded and provided by Broker to Carrier, or if the shipment is not under the legal weight limit, Carrier shall immediately notify Broker of such discrepancy. Carrier is responsible for all costs, fees, fines, tickets, and other damages arising from its failure to comply with the requirements herein.

(h) Pooled Freight. For all shipments being transported via shared truckload or pooled truckload mode, Carrier must be present for the loading and unloading of the cargo to verify that such cargo is not lost or damaged during loading or unloading. Further, Carrier shall ensure that the cargo is properly stowed, loaded, blocked, and braced for transportation pursuant to any applicable laws and regulations, safety standards, industry standards, and Broker-provided instructions. If cargo is lost or damaged during the loading or unloading process, Carrier shall immediately notify Broker, and the cargo will be considered to be in apparent good order and conditions unless Carrier provides such notification. Unless necessary to comply with the instructions of a governmental authority, Carrier is prohibited from transloading, crossdocking, or any in manner unloading and/or reloading cargo after it has been loaded onto the conveyance at the origin location, until the cargo is unloaded at its specified destination. Carrier shall follow pick up and drop off instructions provided by Broker, including the sequence of loading and unloading.

(i) Temperature-Controlled Transportation. For all shipments that Broker or its customer designates as requiring temperature control, Carrier shall maintain proper temperature control in compliance with all instructions provided by Broker or its customer. The final temperature instructions shall be those listed on the bill of lading; Carrier shall immediately notify Broker and await further instructions if there is a discrepancy between the temperature instruction on the Rate Confirmation Sheet and those on the bill of lading. Carrier is responsible for noting the temperature of the cargo at time of pick up on the bill of lading. If the temperature at the time of pickup is more than two degrees outside of the required temperature, Carrier should refuse the load. Carrier shall ensure the equipment is pre-cooled to the required temperature range prior to pickup and that the temperature range is maintained throughout the entire time of transport. Carrier shall (i) maintain written records demonstrating Carrier's compliance with the temperature requirements; (ii) retain such records for at least two (2) years from the delivery date; and (iii) provide such records to Broker or its customer upon request.

(j) Seals. Carrier is responsible for attaching seals to all loads, except for shipments that are loaded and sealed by the Shipper. Carrier shall note the seal number on the bill of lading at the time of pick up, and Carrier shall maintain seal records for a minimum of three years for all shipments transported pursuant to this Agreement. Carrier shall immediately notify Broker of any seal that is found to be broken or missing. Carrier shall be liable for any shortages on a shipment with a missing or broken seal. In the case of a broken or missing seal, Broker's customer has the right to deem the cargo contaminated and/or unsalvageable as their sole discretion.

(k) Notice of Release. Carrier shall provide Broker with written notice providing Broker with remittance instructions ("Notice of Release") in the event Carrier enters into any factoring, assignment, pledge, hypothecation, or granting of a security interest in Carrier's right to payment under this Agreement. Such assignment, factoring, or transfer shall not take effect until fifteen (15) days after Broker receives the Notice of Release. Any factoring, assignment, pledge, hypothecation, or granting of a security interest in Carrier's right to payment under this Agreement shall in no event modify, limit, or terminate Broker's or its Customer's right to offset or recoup or claims of Broker or its Customer for offset, recoupment, loss, or damage to any cargo or other property, including personal injury, or any other claim which Broker or its Customer may have against Carrier for any reason. All of Broker's and its Customer's claims and rights are specifically preserved and shall be superior to any such assignee's, factor's, or creditor's rights or claims to payment, regardless of any notice to Broker or its Customer to the contrary. Carrier shall notify any such factor, secured creditor, or assignee of Broker's and its Customer's rights in this regard. Further, if Broker discovers that Carrier has not provided a valid Notice of Release, Carrier shall be deemed in breach of this Agreement and Broker may at its sole discretion terminate this Agreement. Broker's remittance of payment in accordance with any Notice of Release shall be deemed payment to Carrier in all regards and shall absolve Broker of any liability with respect to payment to Carrier for the services underlying such invoice. Should Carrier provide multiple or conflicting Notices of Release, Broker's compliance with instructions in any Notice of Release shall absolve Broker of any liability with respect to amounts owed to Carrier for the services in question. Carrier shall defend, indemnify, and hold Broker harmless from any losses, fees, claims, liability, actions, or damages (including reasonable attorneys fees) arising from or related to such assignment, factoring, granting of a security interest, or transfer of rights by Carrier.

7. Carrier's Liability for Physical Loss or Damage to Cargo. Carrier agrees that all cargo damage, loss, or theft will be deemed to have occurred in United States interstate traffic and Carrier's liability shall be determined under the Carmack Amendment, 49 U.S.C. §14706, regardless of the actual jurisdiction of loss or performance. Carrier shall be responsible for the full actual damage or loss to all articles while in its or its contractor's care, custody, or control. Unless otherwise agreed in writing, Carrier's measure of damages shall be based upon the actual cost incurred by Broker's customer as reflected on the original commercial invoice for the goods, including the replacement cost of such goods and any direct cost associated with packaging, handling, and shipment of those articles. Such liability shall also include amounts required for securement, cleanup, towing fees, and disposal of cargo and to inspect, test, segregate goods. Exclusions in Carrier's insurance coverage, including but not limited to exclusions for unattended or unattached trailers, theft, refrigerator breakdown or lack of refrigerator fuel, shall not exonerate Carrier from this liability. Each of Broker's shipper customers is a third-party beneficiary of this Section and is entitled to enforce the obligations of Carrier directly against Carrier as if such shipper was a party to this Agreement.

8. Loss and Damage Claims. Carrier shall comply with 49 C.F.R. §370.1 et seq. and any amendments and/or any other applicable regulations adopted by the FMCSA, for processing all loss and damage claims, which arise out of the discharge of Carrier's duties and responsibilities

hereunder. Carrier shall accept cargo claims from Broker or its customer within nine (9) months from the date of loss, damage, or delay, which for purposes of this Agreement shall be determined by the delivery date or, in the event of non-delivery, the scheduled delivery date. Carrier shall acknowledge receipt of a cargo claim within thirty (30) days and will promptly investigate the claim. Carrier will pay, decline, or make a firm compromise settlement offer within ninety (90) days of receipt of the claim. Any claims not resolved within such ninety (90) day period may be deducted by Broker from amounts otherwise due to Carrier. Civil actions against Carrier for loss, damage, or delay may be filed at any time within two (2) years following the date on which Carrier provides notice that it has disallowed any part of such claim. Carrier shall notify Broker immediately by telephone of any accidents, spills, theft, hijacking, delays or shortages which impair the safe and prompt delivery of goods in its control. Carrier agrees to waive any and all rights of salvage or resale of cargo, which may be determined in the sole discretion of Broker's customers as salvageable or not and, if salvageable, the value of such salvage. Carrier shall immediately notify Broker in the event of an accident or if any shipment is lost, damaged, contaminated, delayed, or rejected. Carrier shall fully assist Broker in investigating any claim for cargo loss, damage, contamination, delay, or rejection.

Without limiting Carrier's contractual liability to Broker hereunder, Carrier acknowledges and agrees that Broker may, in its sole discretion, but is not required to, pursue claims for cargo loss and damage on behalf of its customer, and in such instances is not required to obtain an assignment of claim from its customer in order to pursue such a claim. Should Broker or its customer incur costs to collect amounts owed by Carrier pursuant to this article, in addition to any other amounts owed by Carrier hereunder, Carrier will be liable to reimburse any and all such costs including, but not limited to, reasonable attorney fees.

If for any reason cargo is rejected by the consignee, Carrier must immediately notify Broker. Carrier shall maintain possession of the cargo until Broker provides written instructions for disposition of the rejected cargo, which may include but not be limited to returning the cargo to the point of origin, attempting redelivery at the same or different destination, or maintaining the cargo in storage. If Broker instructs Carrier to store the cargo, Carrier shall place the freight into storage in a public warehouse or other suitable storage facility under reasonable security. Carrier shall not sell or dispose of any rejected cargo without the prior written consent of Broker. Where the consignee has not refused delivery and Carrier is requested or required to temporarily store a shipment prior to completing delivery (for example, because the consignee is not ready to accept delivery, Carrier is required to re-deliver because Carrier missed a delivery appointment, or Carrier is otherwise unable to complete delivery to the consignee), such stored shipments shall be deemed in transit, and Carrier's liability shall not revert to that of a warehouseman.

Carrier shall transport all shipments without delay and shall immediately notify Broker of any circumstances that may cause a shipment to be delayed. Carrier shall be liable for any charges imposed by Broker's customer or receiver that were caused by actions of the Carrier, including charges for unreasonable delay or late delivery.

9. Insurance. Carrier shall procure and maintain, at its sole cost and expense, the following insurance coverages, subject to the following minimum limits:

(a) General liability \$1,000,000.00 per occurrence and \$2 million annual aggregate. Broker and its shipper customer shall be named as additional insured on a primary and noncontributory basis on Carrier's insurance certificate, with a waiver of subrogation;

(b) Auto liability \$1,000,000.00 combined single limit per occurrence (\$5 million combined single limit per occurrence if transacting hazardous materials including environmental damages due to release or discharge of hazardous substances). Broker and its customers shall be named as additional insured on a primary and noncontributory basis on Carrier's insurance certificate, with a waiver of subrogation;

(c) All Risk Broad Form Motor Truck Cargo Legal Liability Coverage minimum \$100,000.00 per Occurrence. Refrigeration Breakdown deductible shall be listed separately on certificate of insurance (if transporting refrigerated cargo). Carrier's Motor Truck Cargo Legal Liability Policy shall name Broker and its customers as Loss Payee. Carrier's certificate of insurance provided to Broker shall also include an endorsement that Carrier's insurance shall be primary and non-contributory; and

(d) Workers' Compensation with limits and benefits as required by law, and Employer's Liability in the minimum amount of \$1,000,000.00 per employee, per accident. When Carrier provides Services that involve origins and destinations solely within Canada, Carrier shall be current in its remittances to the appropriate Workers' Compensation Board of the Carrier's province, shall provide a certificate issued by the appropriate Workers' Compensation Board of the Carrier's province certifying that the Carrier is not delinquent and is current in its remittances to that authority, and shall have such other insurance or higher coverage limits required by applicable Canadian national or provincial law or regulation.

Except for the higher coverage limits which may be specified above, the insurance policies shall comply with minimum requirements of the Federal Motor Carrier Safety Administration and any other applicable national, regulatory, or provincial agency. If Carrier is self-insured for one or more of the required policies, Carrier must provide evidence of such self-insurance, including proof of acceptance of the self-insurance by the applicable governmental agency. Carrier shall furnish Broker with certificate(s) of insurance showing that all policies or coverages described above have been procured, each of which certificates shall name Broker as Certificate Holder, and expressly assure that Broker shall be provided with thirty (30) days advance written notice from the insurance carrier of any material change, cancellation or termination of any such insurance policies or coverages. Nothing in this Agreement shall be construed to avoid or limit Carrier's liability due to any exclusion or deductible in any insurance policy. All coverages set forth above shall be with reputable and financially responsible insurance companies (rated on the AMBEST of A – VII or better; provided that Broker may approve a lower rating in its sole discretion). If requested by Broker, Carrier shall provide copies of any insurance policy required herein.

10. Emissions Compliance. To the extent any goods are transported within the State of California, Carrier represents and warrants as follows:

(a) All trailers, including both dry-van and refrigerated equipment, and tractors that haul them within California are in compliance with the California Air Resources Board (ARB), including the Truck and Bus Regulation (TBR), Drayage Truck Regulation (DTR), and Heavy-Duty Vehicle Greenhouse Gas (Tractor-Trailer GHG) Emission Reduction Regulations;

(b) All refrigerated equipment is in full compliance with the California ARB Transportation Refrigeration Unit (TRU) Airborne Toxic Control Measure (ATCM) in-use regulations; and

(c) All TRUs are registered in ARB's Equipment Registration (ARBER) system.

11. Indemnification Obligations. To the full extent permitted by law, Carrier shall defend, indemnify, and hold harmless Broker, its subsidiaries and affiliates, Broker's customer, and its and their respective officers, directors, shareholders, employees, agents, shippers, successors, and assigns from and against any and all actual, potential, threatened, or pending claims, demand, actions, causes of action, liabilities, judgments, fines, penalties, orders, decrees, awards, cost, expenses, including attorneys' fees, settlements, and claims (collectively "Claims") arising out of or relating to Carrier's performance of the Services, breach of this Agreement, or violation of any applicable law or regulation by Carrier, its personnel, agents, or contractors, and including but not limited to (i) claims involving loss or damage to property, or personal injury, including death, and (ii) employment-related claims asserted by Carrier's personnel including for claims of joint or co-employment, employee benefits, or worker's compensation.

Notwithstanding the foregoing, Carrier's defense, indemnification and hold harmless obligations will not apply to the extent that any indemnified claim is finally determined by a court of competent jurisdiction to have been caused by the negligence or willful misconduct of an indemnified party. To the extent permitted by applicable law, Carrier hereby expressly waives any exclusive remedy defense, including any such defense available under any workers' compensation or other occupational accident statutory regime, to the extent that any such defense conflicts with Carrier's obligations under this Section. Each of Broker's shipper customers is a third-party beneficiary of this Section and is entitled to enforce the obligations of Carrier directly against Carrier as if such shipper was a party to this Agreement.

12. GBS Logistics Platform. Broker offers access to an online platform via a website located at app.GBSLogisticsfreight.com and an associated mobile application (collectively, the "GBS Logistics Platform"). The GBS Logistics Platform allows motor carriers like Carrier to connect with Broker and its customers to submit quotes and accept tenders for the transportation of cargo.

(a) Ownership and License. Broker owns and retains ownership in the GBS Logistics Platform and all intellectual property therein. Subject to Carrier's compliance with this Agreement, Broker

grants Carrier a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to access and use the GBS Logistics Platform. Any rights not expressly granted herein are reserved by Broker. Broker does not convey or grant Carrier any rights in or related to the GBS Logistics Platform except for the foregoing limited license.

(b) Account. Broker will provide Carrier access to the GBS Logistics Platform via an account, which may be accessed by one or more Carrier users authorized to use the account. Carrier, through a Carrier user or Broker account representative, may submit bids and accept tender requests to transport a Broker customer shipment. Carrier may delete its account for any reason at any time by contacting Broker or following the instructions on the GBS Logistics Platform. Carrier shall maintain the confidentiality of its login credentials and must immediately notify Broker of any suspected or actual unauthorized use of Carrier's account or other security breach. Carrier is fully responsible for all activities that occur under its Account, and Broker is not liable for any loss or damage arising from Carrier's failure to comply with the requirements herein.

(c) Phone Calls and Text Messages. Broker may contact Carrier via phone call and/or text messages at any phone number provided by Carrier to Broker. Carrier consents to receive such phone calls and text messages, whether sent through an automatic telephone dialing system or other manner, and including for marketing or promotional purposes. Carrier may opt out of such text messages by contacting Broker, following the "opt-out" instructions in the text message, or editing its account settings. Message and data rates may apply.

(d) Terms of Use and Privacy Policy. Carrier is referred to Broker's Privacy Policy located at the following website for information about how Broker collects, uses and discloses information of Carrier and its users of the GBS Logistics Platform: www.simple-ship.com/privacy-policy/ (the "Privacy Policy"). The terms of use governing access to and use of the GBS Logistics Platform, including its mobile application and web portal, are located at the following website: www.simple-ship.com/privacy-policy/ (the "Terms of Use"). The Privacy Policy and Terms of Use are incorporated herein by reference and form part of this Agreement.

THE GBS Logistics PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE." BROKER HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, THAT ARE NOT EXPRESSLY SET OUT IN THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. BROKER MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE THAT THE GBS Logistics PLATFORM WILL BE UNINTERRUPTED; SECURE; ERROR-FREE; ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, OR SAFE.

13. Force Majeure. In the event that either Party is prevented from performing its obligations under this Agreement because of an occurrence beyond its control and arising without its fault or negligence, including without limitation, war, riots, rebellion, acts of God, acts of lawful authorities, fire, strikes, lockouts or other labor disputes by third parties, such failures to perform

(except for any payments due hereunder) shall be excused for the duration of such occurrence. Economic hardships, including, but not limited to, recession and depression, shall not constitute Force Majeure events.

14. Independent Contractor. It is understood and agreed that the relationship between Broker and Carrier is that of independent contractor. None of the terms of this Agreement, or any act or omission of either Party shall be construed for any purpose to express or imply a joint venture, partnership, principal/agent, fiduciary, employer/employee relationship between the Parties. Carrier shall provide the sole supervision and shall have exclusive control over the operations of its employees, contractors, subcontractors, agents, as well as all vehicles and equipment used to perform its transportation services hereunder. Broker 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 shall it represent to any party that it is anything other than an independent contractor in its relationship to Broker. Carrier assumes 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 the transportation performed hereunder.

15. Non-Exclusive Agreement. Carrier and Broker acknowledge and agree that this contract does not bind the respective Parties to exclusive services to each other. Either party may enter into similar agreements with other carriers, brokers, or freight forwarders. Additionally, Broker makes no representation or commitment as to volume or revenue and Carrier makes no representation or commitment as to available capacity.

16. Confidential Information.

(a) Carrier acknowledges that material and information which Carrier may acquire about Broker's or Broker's customer's goods, services, volume, customers, pricing, technology, systems, software, code, algorithms, data sets, or procedures and processes are considered by Broker and its customers to be proprietary and confidential. Carrier agrees that all such information acquired hereunder shall be held in confidence, and it shall not reveal or use any such information without Broker's prior written consent. Carrier shall disclose such information or material only to those who have reasonable need to know the same in connection with the performance of the Services, and Carrier agrees to protect the information with the same degree of care that it employs for the protection of its own confidential and proprietary information of a similar nature, but not less than reasonable care. Carrier shall not have any obligation, however, to preserve the confidentiality of any such information to the limited extent that it: (i) is in the public domain or generally available to the public; (ii) was in the possession of or disclosed to Carrier prior to the date hereof, free of any obligation to keep the same confidential; (iii) is lawfully acquired by Carrier from a third party under no obligation of confidentiality to Broker; or (iv) is required to be disclosed by Carrier under law or court order; provided, however, that Carrier shall give prompt written notice thereof to Broker.

(b) In the event of violation of this Confidentiality paragraph, the Parties agree that the remedy at law, including monetary damages, may be inadequate and that the Parties shall be entitled, in addition to any other remedy they may have, to an injunction restraining the violating Party from further violation of this Agreement in which case the prevailing Party shall be liable for all costs and expenses incurred, including but not limited to reasonable attorney's fees.

(c) The provisions of this Section shall survive the termination of this Agreement.

17. **Publicity.** Carrier shall not issue any press release or public announcement or make any public disclosure (including promotional materials, marketing materials or otherwise) regarding the relationship between the Parties, or the existence or the terms and conditions of this Agreement without the prior written consent of Broker; provided that the foregoing will not prohibit any disclosure to the extent required by applicable law. Carrier shall not, directly or indirectly, act in any way likely to damage or disparage the goodwill or reputation of Broker or its affiliates or customers and/or any of their products or services. This provision will survive the expiration or termination of this Agreement.

18. **Reporting and In-Transit Operations.** Carrier acknowledges that Broker has an interest in receiving timely and accurate shipment details including without limitation pick up, delivery, in-transit updates, delays, loss of capacity, or any other occurrence that may adversely impact a particular shipment. Broker will own all inventory and traffic reports, customer information, order information, and other information included in reports prepared by Carrier and the same will constitute confidential information of Broker under this Agreement.

19. **Broker's Compensation.** Carrier waives any right to view transaction records pursuant to 49 CFR Section 371.3(c) and shall not claim or demand, in whole or in part, any commissions earned by Broker on shipments tendered hereunder. Broker shall not be required to disclose the amount of its commission to Carrier, and Carrier shall not attempt to ascertain the amount of such commission from any person.

20. **Waiver of Provisions.** Failure of either Party to enforce a breach or waiver of any provision or term of this Agreement shall not be deemed to constitute a waiver of any subsequent failure or breach, and shall not affect or limit the right of either Party to thereafter enforce such a term or provision.

21. **Governing Law; Arbitration; Venue.** This Agreement shall be construed in accordance with and is governed by the laws of the State of Delaware. In the event of any dispute arising out of this Agreement, including the interpretation, enforceability, performance, breach, termination or validity thereof, a Party's sole recourse shall be exclusively through binding and confidential arbitration. Before submitting an arbitration demand, the Party bringing the claim shall first attempt to informally negotiate in good faith a resolution with the other Party for a period of not less than 30 days.

Arbitration proceedings shall be conducted under the rules of the Transportation ADR Council, Inc. (the "ADR"). The arbitration shall be conducted before one arbitrator from the ADR who shall be selected by application of the ADR rules, or by agreement of the Parties. Upon agreement of the Parties, arbitration proceedings may be conducted outside the administrative control of the ADR. Arbitration proceedings shall be conducted in San Diego County, California, or at such place as agreed upon in writing by the Parties. Any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act.

The decision of the arbitrator shall be binding and final and the award of the arbitrator may be entered as judgment in any court of competent jurisdiction. The prevailing Party shall be entitled to recovery of costs, expenses and reasonable attorney fees as well as those incurred in any action for injunctive relief, or in the event further legal action is taken to enforce the award of the arbitrator.

At any time, either Party may apply to a court of competent jurisdiction in San Diego County, California for injunctive or other equitable relief. In the event that either Party is granted equitable relief, the Party against whom judgment is entered shall be liable for all costs and expenses incurred by the prevailing Party including, but not limited to, reasonable attorney fees.

The Parties agree that this Section 21 is reasonable due to the commercial circumstances of the proposed relationship and therefore waive any defense or objection to such exclusive jurisdiction based on forum non-conveniens or similar grounds.

22. Default., Broker shall have the right to withhold and/or set off any payment owing to Carrier, including, but not limited to, any amounts advanced by Broker to Carrier, and any liability incurred by Carrier, including, but not limited to, claims for freight, loss, damage, or delay. This right of withholding and/or set off shall be in addition to all other remedies Broker may have at law or in equity against Carrier.

23. No Back Solicitation. Except for shipment tendered to Carrier pursuant to this Agreement by Broker, Carrier shall not solicit freight shipments (or accept shipments) while this Agreement is in effect or for a period of twenty-four (24) months(s) following termination of this Agreement for any reason, from any shipper, consignor or consignee or other customer of Broker, when the availability of such shipments first became known to Carrier as a result of Broker's efforts, or where such shipments of shipper were first tendered to Carrier by Broker. In the event of breach of this provision, Broker shall be entitled, for a period of twelve (12) months following delivery of the last shipment transported by Carrier under this Agreement, to a commission of fifteen percent (15%) of the gross transportation revenue (as evidenced by freight bills) received by Carrier for the transportation of said freight as liquidated damages. Additionally, Broker may seek injunctive relief and in the event it is successful, Carrier shall be liable for all costs and expenses incurred by Broker, including, but not limited to, reasonable attorney's fees. Carrier will provide to Broker all records requested by Broker in order to assess Carrier's compliance with the requirements set forth herein.

24. Modification of Agreement. This Agreement and any rate schedules attached may not be amended, except by mutual written agreement or the procedures set forth herein. Broker reserves the right to modify the terms and conditions of this Agreement, and such modifications shall be binding on Carrier upon Carrier's acceptance of the modified Agreement, including by electronic consent, and continued performance of the Services after having received notice of such modifications.

25. Notices. All notices as required by any of the terms and conditions of this Agreement shall be deemed given with the notices prepared, adequately addressed and deposited in the United States mail, postage prepaid, or emailed to a main point of contact at either Broker or Carrier. Notices to Broker are to be sent to:

GBS Logistics, Inc.
4401 Gateway Park Blvd Ste. 341085
Sacramento CA 95834
Email: hello@simple-ship.com

Each Party will have the right to change the place to which notice will be sent or delivered by similar notice sent to the other Party.

26. Attorney's Fees. In the event that the parties incur costs for attorney fees in order to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees incurred in addition to any other damages that may be awarded by a court of competent jurisdiction.

27. Severance and Survival. In the event any of the terms of this Agreement are determined to be invalid or unenforceable, no other terms shall be affected and the unaffected terms shall remain valid and enforceable as written. The representations, rights and obligations of the parties hereunder shall survive termination of this Agreement for any reason.

28. Reservation of Rights. A Party's failure at any time to require performance by the other Party of any provisions of this Agreement shall in no way affect the right to require such performance at any time thereafter. A Party's waiver of any of its remedies afforded hereunder or by law is without prejudice and shall not operate to waive any other remedies that such Party shall have available to it, nor shall such waiver operate to waive such Party's right to any remedies due to a future breach, whether of a like or different character.

29. Entire Agreement. Unless otherwise agreed in writing, this Agreement contains the entire understanding of the Parties and supersedes all verbal or written prior agreements, arrangements, and understandings of the Parties relating to the subject matter stated herein. The Parties further intend that this Agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence may be introduced to reform this Agreement in any judicial or arbitration proceeding involving this Agreement.

30. Assignment. The rights and obligations under this Agreement may not be transferred or assigned to a third party by either Party without the prior written consent of the other Party; provided, however, either Party may assign its rights and obligations hereunder to an entity, within the United States and with similar financial position, that it controls or that controls it or with which it is under common control. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon successors and assigns of the Parties hereto.

EXHIBIT A

Rates and Charges

Carrier's total consideration performance of the Services is provided in this Exhibit A except as may be otherwise mutually agreed upon by the Parties in writing, including under a Load Confirmation Sheet/Rate Confirmation Sheet issued by Broker and accepted by Carrier.

EXHIBIT B

Food Shipments

1. Food Shipments. Carrier shall comply with the laws and regulations governing the safe and secure transportation of shipments consisting of food that will ultimately be consumed by humans or animals ("Food Shipments"), including those required by local, provincial, state and federal laws, regulations, ordinances and rules including, but not limited to, the Food Safety Modernization Act (21 U.S.C. § 2201, et. seq.), Federal Food, Drug, and Cosmetic Act ("FFDCA") and all applicable implementing regulations, including the U.S. Food and Drug Administration's ("FDA") regulation addressing Sanitary Transportation of Human and Animal Food (21 C.F.R. Part 1, Subpart O (§ 1.900 et seq.)), as in effect from time to time (collectively, the "Food Safety Laws"). CARRIER further agrees as follows:

a. Carrier shall ensure that all vehicles and transportation equipment that will be used in providing the services, including transporting Food Shipments, are in appropriate sanitary condition and satisfy the conditions set forth in Section 2 of this Exhibit B (the "Sanitary Conditions").

b. Carrier shall transport all food that requires temperature control ("Temperature Controlled Food") at an operating temperature consistent with the requirements provided in any written instructions (the "Temperature Control Standards"). In the event of a conflict between the temperature requirements on the applicable tender document and the temperature requirements on the applicable Bill of Lading, Carrier shall (i) transport the Food Shipments at an operating temperature consistent with that provided on such Bill of Lading, and (ii) immediately notify Broker of the discrepancy before undertaking the applicable transportation operation. Further, prior to and during loading and unloading, Carrier shall confirm the temperature of any Temperature Controlled Food and record such temperatures on the Bill of Lading. If the

temperature of the Temperature Controlled Food reads higher than the requested temperature on the Bill of Lading, Carrier shall immediately notify Broker of this variance.

c. If any written instructions specify that the Food Shipment requires a cargo seal, the lack of a seal or seal irregularities (e.g. broken, missing, or unreadable seals) may be sufficient to render the shipment unsafe and a total loss, at the discretion of Broker or its customer. Carrier shall bear sole risk of rejection of cargo arising from the lack of a seal or seal irregularities (e.g. broken, missing, or unreadable seals) or failure to comply with other loading instructions. Carrier agrees that when transporting Food Shipments for human consumption, late delivery, i.e. delivery after the deadline indicated on the transportation documents, alone may be sufficient to reject a shipment and render the cargo “adulterated” at the discretion of Broker or its customer.

d. Carrier shall ensure that all containers used to transport Temperature Controlled Food are pre-cooled when required by the Temperature Control Standards.

e. Before loading any Temperature Controlled Food, Carrier must verify that each mechanically refrigerated cold storage compartment or container to be loaded is adequately prepared for the transportation of such Temperature Controlled Food, including that such compartment or container has been properly pre-cooled when required, considering the Temperature Control Standards.

f. Upon the request of Broker or its customer following completed transportation of Temperature Controlled Food, and within 48 hours of such request, Carrier shall demonstrate in writing to Broker (or its customer) that Carrier has maintained temperature conditions during such transportation consistent with the specified operating temperature in Temperature Control Standards.

g. Carrier shall assign competent supervisory personnel to ensure all services are carried out in compliance with the requirements set forth in this Section and the Food Safety Laws.

h. Carrier shall take effective measures, such as segregation, to protect food from contamination by raw foods and nonfood items transported in the same load.

i. If Carrier becomes aware of a possible material failure of temperature control or other conditions during transportation or handling that may render the food unsafe, Carrier shall not sell or otherwise distribute such food, and the Carrier must take appropriate action including, as necessary, communication with Broker, to ensure that the food is not sold or otherwise distributed unless a determination is made by a qualified individual that the temperature deviation or other condition did not render the food unsafe.

j. Carrier shall develop and implement written procedures that:

i. Specify practices for cleaning, sanitizing when necessary, and inspecting vehicles and transportation of equipment to ensure they are maintained in appropriate sanitary condition.

ii. Describe how Carrier will comply with the requirements under this Section to demonstrate that it maintained appropriate temperature conditions during shipment, when applicable.

iii. Record traceability of transportation equipment, including previous cargo hauled and any maintenance and intervening cleaning procedures for docks and equipment.

iv. Establish appropriate training processes for each person under Carrier's supervision or control involved in providing the services.

k. Before loading food, Carrier must confirm that the applicable vehicle or transportation equipment is in appropriate sanitary condition for the transport of such food in accordance with the Sanitary Conditions.

2. Sanitary Conditions. All containers are subject to and shall meet the following requirements:

a. Interior/Exterior must be free of any damage which could affect the food (e.g., holes in ceiling, container walls intact, protrusions in the floor).

b. Door closure and door seals must prevent entry of water, pests, dirt, and other foreign substances as well maintain temperature for applicable loads. Doors seals must be completely intact around the entire door opening.

c. Shipping container floor should be ribbed or channeled construction for refrigerated loads. A flat floor design is acceptable if the product is stacked on pallets or remains on the trailer for less than 4 hours, or the load is ambient.

d. Refrigeration unit must be (1) free of external damage, unusual noises, and error codes that may indicate a malfunction; and (2) equipped with a temperature display device that is capable of displaying the set point and actual temperature of the unit.

e. Container must be free of any general condition that would adversely affect product safety during transportation, as well as free of foreign or unusual odors, wood chips, pallet splinters, dirt, filth and other objectionable debris, the abnormal presence of moisture, water, or chemical that may have been the result of trailer leaks or improper cleaning, and any signs of insects, rodents, or other pest activity.