



SHIPPER BROKER AGREEMENT

This Shipper Broker Agreement (“Agreement”) is dated _____, 2020 and is between Title Logistics, Inc. (“Title Logistics”), a Virginia corporation and _____ (“Shipper”).

Title Logistics is licensed as a property broker by the Federal Motor Carrier Safety Administration (“FMCSA”) in Docket Number MC-215503-B.

Shipper, to satisfy some of its transportation needs, desires to use the services of Title Logistics to arrange for transportation of Shipper’s cargo (“Goods”).

The parties enter into this Agreement pursuant to 49 U.S.C. § 14101(b)(1) and expressly waive any and all rights and remedies that each may have under 49 U.S.C. §§ 13101 through 14914 that are contrary to specific provisions of this Agreement.

1. Term and Termination.

(a) The initial term of this Agreement is one year, starting on the date shown above. At the end of the initial term and each subsequent term, this Agreement will automatically renew for additional one-year periods.

(b) Either party may terminate this Agreement at any time, without or without cause, on thirty (30) days’ written notice to the other party.

2. Services. Title Logistics agrees to arrange for transportation by motor carriers (“Carriers”) of Goods, in compliance with all federal, state, and local laws and regulations. Title Logistics’ responsibility is limited to arranging for, but not actually performing, transportation of the Goods. The parties may, upon written mutual agreement, include additional services. This Agreement applies to all transportation services arranged by Title Logistics on Shipper’s behalf.

3. Independent Contractors/No Exclusivity. The relationship between Shipper and Title Logistics is and will remain that of independent contractors and no employer/employee or principal-agent relationship exists or is intended. Shipper is not restricted from tendering cargo to other brokers or directly to motor carriers. Title Logistics is not restricted from arranging transportation for other persons or entities

4. Compensation.

(a) Title Logistics will invoice Shipper in accordance with the rates, charges, and provisions in each Customer Rate Confirmation attached hereto as well as any

subsequent accessorial charges that were incurred after the issuance of any CustomerRate Confirmation and any written supplements or revisions that are mutually agreed to in writing between the parties. If rates are negotiated between the parties and are not otherwise confirmed in writing, such rates will be considered “written” and will be binding upon Title Logistics’ invoice to Shipper and Shipper’s payment to Title Logistics.

(b) Shipper agree to pay Title Logistics within 30 calendar days of invoice date for all truckload movements and within 15 calendar days of invoice for less than truckload movement without deduction or setoff. Failure by Shipper to make payment when due shall result in liquidated damages in the amount of 18% interest on all amounts past due.

(c) If Shipper does not pay the invoiced amounts, Title Logistics may commence a civil action to recover such invoiced amounts within 24 months of delivery or tender of delivery of the shipments involved. In any such event of non-payment, Shipper shall be liable to Title Logistics for any legal and collections costs incurred by Title in collecting the unpaid invoiced amounts.

5. Bills of Lading and Other Shipping Documents. Shipper’s insertion of Title Logistics’ name on any bill of lading or shipping document will be for Shipper’s convenience only and will not change Title Logistics’ status as a broker. The terms and conditions of any documentation used by Shipper, any shipper, or a Carrier will not supplement, alter, or modify the terms of this Agreement.

6. Loss, Damage, or Delay of the Goods

(a) Title Logistics is not liable for loss, damage, or delay in connection with the transportation of Goods. If requested by Shipper and agreed to by Title Logistics, Title Logistics may assist Shipper in filing and/or processing claims with truckload or less than truckload Carriers.

(b) Neither truckload nor less than truckload Carriers are liable for the following: (1) damage to the Goods to the extent due to packaging, loading, unloading, blocking, bracing or securing of the Goods (unless Carrier has provided loading or unloading services at Shipper’s request, in which case such Carrier may be liable for cargo damage caused by such loading or unloading services), (2) inherent vice or defect in the Goods, including rusting of metals, swelling of wood caused by humidity, moisture or condensation, or deterioration of perishable products; (3) an act of God or the public enemy; (4) any act or default of any Shipper, consignee, consignor, or beneficial owner of the Goods; (5) any act taken under authority of law; or (6) any act of war or terrorism.

(c) Truckload Carrier’s liability for cargo loss, damage, and delay will be the least of the following, unless Shipper declare a higher value with Title Logistics prior to shipment and pays an additional charge as specified by Title Logistics:

(i) The actual value of the Goods,

(ii) \$100,000 per shipment,

(iii) for shipments originating in Canada, \$2CDN times the weight of the shipment, or

(iv) for loss or damage occurring within Mexico, an amount equal to fifteen (15) times the Unit of Measure and Update published by the Federal Government of Mexico, effective as of the date of shipment, per ton of cargo.

(d) Less than truckload Carrier's liability for cargo loss, damage, and delay shall be limited to any insurance provided by the less than truckload Carrier selected by Shipper in scheduling a specific shipment plus any insurance purchased by Shipper from Carrier with respect to the specific shipment.

(e) Any claim for cargo loss, damage, or delay must be filed against the responsible Carrier within the following time limits. For shipments originating in the United States and moving either domestically within the United States or from the United States to Canada, claims must be filed with the appropriate Carrier within nine (9) months of the date of delivery, or, in case of non-delivery, within nine (9) months of the date delivery should have been made. For shipments originating in Canada and moving either domestically within Canada or between Canada and the United States, a notice of intent to claim damage or partial short must be filed in writing within sixty (60) days from the date of delivery of the shipment, or in the case of non-delivery, within nine (9) months from the date of shipment. The final claim must then be filed within nine (9) months from the date of shipment. For shipments moving within Mexico, claims for cargo loss or damage must be filed with the appropriate Carrier, in writing, within twenty-four (24) hours of delivery or scheduled delivery. Notice to Title Logistics does not constitute filing of claim with a Carrier. Any suit or other legal action to recover for cargo loss, damage, or delay, must be commenced against a Carrier no later than 2 years after declination of the cargo claim by the Carrier.

7. Consequential Damages. Under no circumstances will Title Logistics or Carrier be liable for consequential, indirect, incidental, or punitive damages of any kind.

8. Shipper's Obligations.

(a) Shipper is responsible for ensuring that Goods are properly and safely loaded, supported, blocked, braced, and secured. Shipper will be responsible for expenses arising out of any load shift that occurs during transportation due to improper or insufficient loading, blocking, or bracing.

(b) Shipper must provide necessary shipping instructions and properly identify all Goods in the bill of lading or other shipping instructions. Shipper must not tender any restricted commodities, including but not limited to hazardous materials and waste, oversize or overweight shipments, coiled or rolled products or commodities requiring protection from heat or cold, without properly identifying such shipments and making necessary prior arrangements for transportation.

(c) Unless Shipper has requested that Title Logistics arrange for a Carrier to provide driver count services before dispatch and the Carrier performs such driver count services, Shipper is responsible for properly counting and recording the number of pieces transported and applying a protective seal to the loaded equipment.

(d) Shipper is responsible for checking all empty containers or trailers tendered for loading and rejecting any equipment that is not in apparent suitable condition to protect and preserve the Goods during transportation.

(e) If Shipper request that Title Logistics arrange for equipment to be dropped at a location for Shipper's convenience and left unattended by Carrier, Shipper and Shipper's consignors or consignees will not lose, damage, or misuse the equipment and Shipper will pay for loss or damage to the equipment occurring during or as a result of such custody, control, possession or use of the equipment.

(f) Shipper must comply with all applicable laws and regulations governing the safe and secure transportation of food products that will be ultimately 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.), the Federal Food, Drug and Cosmetic Act (21 U.S.C. § 341, et seq.) ("FD&C Act"), the Sanitary Food Transportation Act (49 U.S.C. 5701, et seq.), the U.S. Food and Drug Administration's Final Rule on the Sanitary Transportation of Human and Animal Food (21 C.F.R. § 1.900, et seq.) and all applicable U.S. Department of Agriculture and Food Safety and Inspection Service regulations. If shipments are moving within Mexico, Shipper must comply with the General Law of Health, the Regulation for the Sanitary Control of Products and Services, the Mexican Official Standard NOM-251-SSA1-2009 (Hygienic practices for processing food, beverages and dietary supplements) and any other. Shipments moving within Canada must comply with the Safe Food for Canadians Act and Safe Food for Canadians Regulations, and/or the current applicable federal and provincial food safety laws and regulations. (All of the above regulations are referred to herein as the "Food Safety Laws"). Shipper is responsible for the recordkeeping obligations of a 'Shipper' under the Food Safety Laws. Shipper represent and warrant that any Food Shipments offered for transportation pursuant to the Agreement is tendered in safe condition for human or animal consumption, as applicable.

(g) If a Food Shipment is covered under any of the Food Safety Laws that prohibit the sale or distribution of unsafe or "adulterated" food, Shipper must specify the applicable body or bodies of law, statutes and/or regulations on the face of the governing bill of lading for the shipment. At the time of booking, and prior to loading the goods, Shipper must further specify in the booking request and on the face of the governing bill of lading all instructions to be followed by the motor carriers to maintain the safety of the food, including, without limitation, all temperature control requirements and temperature control documentation requirements, including an operating temperature for the transportation and, when necessary, the pre-cooling phase, all sanitation requirements and sanitation documentation requirements for the Food Shipment, including those for the

motor carriers' vehicle and transportation equipment, any design specifications and cleaning procedures ("Written Instructions"). Broker will assist Shipper in providing any Written Instructions to the motor carriers transporting Shipper's food cargo. Shipper, including Shipper's consignors and consignees, shall permit the Carrier to verify the temperature of Food Shipments prior to acceptance of tender and upon delivery at destination.

(h) Shipper acknowledges and agrees that the definition of "adulterated" as applicable to Food Shipments shall be that provided in the FD&C Act (21 U.S.C. §§ 342(a)(i)(4), 342(i)). In the event of apparent adulteration of any portion of a Food Shipment, Shipper warrants that Shipper will, at Shipper's own expense, obtain a reliable inspection of the Food Shipment by a qualified expert as soon as possible after delivery. Shipper will mitigate damages whenever possible, including by salvaging all portions of a shipment for which there is a secondary market. Shipper acknowledges that the Carrier will bear no liability for Food Shipments wrongfully refused without a timely and documented determination by a qualified expert of adulteration. Shipper additionally acknowledges that if Shipper fails to provide written instructions, as required above, the Carrier will not be liable for loss or damage to Food Shipments deemed adulterated.

(i) Shipper warrants that Shipper will not directly or indirectly interfere with, or attempt to adversely influence, the Carrier's safe operation of equipment including performance pursuant to the federal hours of service regulations. Shipper represents and warrants that it does and will comply at all times with all laws, rules, and regulations applicable to the cross-border movement of Goods.

9. Carriers. Title Logistics will select truckload Carriers pursuant to the following standards.

(a) Carriers shall not have an "unsatisfactory" safety rating issued by the FMCSA.

(b) Each Carrier will provide proof of the following insurance:

- (i) Auto Liability \$750,000
- (ii) Cargo Insurance \$100,000 per shipment
- (iii) Workers Comp as required by law

(c) Each truckload Carrier will enter into a written Broker Carrier contract with Title Logistics.

10. Dangerous Goods/Hazardous Materials. Shipper must provide Title Logistics with advance notice of the proposed shipment of any Dangerous Goods as defined in the Transportation of Dangerous Goods Act, 1992 (Canada) and/or in the Transportation of Dangerous Substances Regulations (Quebec) or hazardous material, as defined in 49 U.S.C. § 5101, et seq. in the United States or in the Law of Roads and the Regulations for Land

Transportation of Hazardous Materials and Waste in Mexico (“Hazardous Material”) and provide a copy of the Material Safety Data Sheet for that Hazardous Material. Shipper will indemnify, defend and hold harmless Carriers and Title Logistics, their officers, employees, agents and insurers, against all claims, liabilities, losses, fines, legal fees and other expenses arising out of contact with, exposure to, or release of any Hazardous Material, including without limitation fines or expenses relating to the removal or treatment of that Hazardous Material or any other remedial action pertaining to that Hazardous Material under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, et seq. as amended (“CERCLA”), The Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq., as amended (“RCRA”) or any comparable Canadian, Mexican, provincial, or state law.

11. Indemnification. Shipper agrees to defend, indemnify and hold Title Logistics, Title Logistics’ employees and agents, and Carriers harmless against any losses caused by or resulting from (i) Shipper’s or Shipper’s employees’ or agents’ negligence or intentional misconduct, (ii) Shipper’s breach of this Agreement, or (iii) Shipper’s or Shipper’s employees’ or agents’ violation of applicable laws or regulations. Shipper shall also indemnify Title Logistics from any attempts to recover from Title Logistics by Shipper’s insurance carrier or any other party in regards to claims for loss, damage, or delay to Goods. The obligation to defend includes payment of all reasonable costs of defense, including attorney fees, as they accrue.

12. Information Systems. Any management information system or computer hardware or software used or supplied by Title Logistics in connection with the Services is and will remain Title Logistics’ exclusive property. All management information systems and related computer software and documentation used or supplied by Title Logistics are proprietary to Title Logistics, and Shipper will treat all such systems as confidential and not copy, use, or disclose them to third parties without Title Logistics’ prior written consent, except as required by law.

13. Jurisdiction and Venue.

(a) This Agreement is governed by and construed in accordance with the applicable federal laws of the United States, or, alternatively, and depending on jurisdiction, the laws of the Commonwealth of Virginia.

(b) The parties agree to jurisdiction and venue in a United States Federal District Court located in Virginia, or if federal jurisdiction is not available, then in a State Court located in Virginia.

14. Force Majeure. If performance by one party is affected by any condition beyond the reasonable control of such party, the performance of obligations under the Agreement (other than Shipper’s obligation to pay for Services performed) affected by such condition will be suspended during the continuance of such condition. The Carriers engaged by Title Logistics will be permitted an extension period equal to the period of suspension in order to complete shipments adversely affected by the suspension. Neither party will incur any liability for damages resulting from such suspensions.

15. Notice. Any notices and other communications required or permitted under the

Agreement must be in writing and be (1) delivered personally, (2) sent by facsimile or e-mail transmission if confirmed by notice sent by one of the other notice methods permitted in this paragraph, (3) sent by nationally recognized overnight courier guaranteeing next business day delivery, or (4) mailed by registered or certified mail (return receipt requested), postage prepaid, to the other party at the following address (or at such other addresses as are specified by like notice):

Title Logistics
2365 Hunters Way
Charlottesville, VA 22980

All such notices and other communications will be deemed to have been given and received (1) in the case of personal delivery, on the date of such delivery, (2) in the case of facsimile or e-mail transmission that is confirmed by notice sent on the same day by one of the other methods permitted, on the date of transmission if sent on a business day (or if sent on other than a business day, on the next business day after the date sent), (3) in the case of delivery by nationally recognized overnight courier, on the business day following dispatch if sent by guaranteed next day delivery, or (4) in the case of mailing, on the third business day following such mailing.

16. Confidentiality.

(a) As part of the business relationship between Shipper and Title Logistics, either party may be in or come into possession of information or data that constitutes trade secrets, know-how, confidential information, marketing plans, pricing, or anything else otherwise considered proprietary or secret by the other (“Confidential Information”). In consideration of the receipt of such Confidential Information and potential business, each party agrees to protect and maintain such Confidential Information in the utmost confidence, to use such Confidential Information solely in connection with their business relationship, and, to take all measures reasonably necessary to protect the Confidential Information.

(b) Shipper agrees that Title Logistics’ costs for services is confidential and need not be disclosed to Shipper. Shipper specifically waives any rights Shipper may have under 49 CFR § 371.3.

17. Entire Agreement. This Agreement, including all Appendices attached hereto and incorporated herein, constitute the entire agreement intended by and between the Parties and supersedes all prior agreements, representations, warranties, statements, promises, information, arrangements, and understandings, whether oral, written, expressed or implied, with respect to the subject matter hereof.

18. Counterparts and Facsimile Execution. This Agreement may be executed in two or more counterparts, and each such counterpart will be deemed to be an original instrument and will be considered validly delivered and become effective when one or more counterparts have been signed by each of the Parties and delivered (by facsimile or otherwise) to the other Parties.

19. Captions. The captions set forth in this Agreement are for convenience only and will not be considered a part of this Agreement nor affect in any way the meaning of the terms and provisions hereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in their respective names by their fully authorized representatives as of the dates first above written.

**TITLE LOGISTICS, INC.
(BROKER)**

By: _____

Name: _____

Title: _____

SHIPPER

By: _____

Name: _____

Title: _____