

THIS AGREEMENT made this _____ day of _____ by and between MC# _____ a licensed motor carrier, "CARRIER", operating under the name of _____ and Golden Shores, LLC MC# 1078545-B, "BROKER"

1) CARRIER REPRESENTS AND WARRANTS THAT IT

. CARRIER shall maintain knowledge of and compliance with all federal, state, and local laws and regulations related to the Services ("Laws"), including, without limitation, those laws and regulations related to the transportation of Hazardous Materials, as defined in 49 C.F.R. §§ 172.800, .173, and .397; security; owner/operator lease and lease agreements; loading and securing of freight; implementation and maintenance of driver safety programs (including, without limitation, hiring, controlled substances, and hours-of-service requirements); sanitation, temperature, and contamination requirements for transporting food, perishable, and other products; qualifying, licensing, and training of drivers; implementation and maintenance of equipment safety regulations; environmental or emissions programs in areas in which CARRIER operates, including, without limitation, California Transport Refrigeration Unit (TRU) and Airborne Toxic Control Measure (ATCM); and maintenance and exclusive control of the means and method of transportation, including, without limitation, performance of its drivers and all applicable insurance Laws. CARRIER certifies that any TRU equipment furnished will be in compliance with the in-use requirements of all of California's TRU regulations. CARRIER will be responsible for any and all fines assessed against any party, including BROKER and CUSTOMERS, for CARRIER's failure to adhere, in whole or in part, to any ARB/ACTM regulation or any other Laws. BROKER is an equal opportunity employer and federal contractor; thus, if CARRIER provides Services subject to a federal contract, then CARRIER agrees that, to the extent applicable:

- a) CARRIER will comply with the following laws, which are incorporated herein by reference: Executive Order 11246, Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws, 41 CFR § 60-300.5(a), and 41 CFR § 60-741.5(a); and
- b) CARRIER and its subcontractors shall abide by the requirements of 41 CFR § 60-300.5
 - i) and 41 CFR § 60-741.5
 - ii) These regulations prohibit discrimination against qualified protected veterans and qualified individuals on the basis of disability and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities.
 - iii) CARRIER shall perform the Services with the highest quality of professional skill and care demanded in the transportation industry, with due diligence, and in the best interest of and to the satisfaction of BROKER and CUSTOMERS, each of which shall be determined by BROKER in its sole discretion.
 - iv) CARRIER bears the ultimate and exclusive responsibility to manage, govern, discipline, direct, and control its employees, agents, contractors, owner/operators, leasees, and equipment in compliance with all Laws. CARRIER and BROKER agree that the safe, legal, and proper operation of the CARRIER and its drivers shall supersede any requests, demands, preferences, instructions, or information provided by BROKER or CUSTOMERS with respect to any shipment; and if any employee of BROKER or CUSTOMERS requests, demands, or

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instructs CARRIER to do any act in violation of any Laws, CARRIER shall immediately contact BROKER.

- v) CARRIER shall notify BROKER immediately if its Operating Authority is revoked, suspended, downgraded, negatively affected, or rendered inactive for any reason, and/or if CARRIER or any related entity is sold, rights or interests assigned, if there is a change in control of ownership, and/or any insurance required by this Agreement is threatened to be or is terminated, cancelled, suspended, or revoked for any reason. If CARRIER performs any Services without proper Operating Authority, then it shall defend, indemnify, and hold BROKER, CUSTOMERS, and related parties harmless under the terms of this Agreement.
- vi) CARRIER authorizes BROKER to invoice CARRIER's freight charges to shippers, consignees, or third-parties responsible for payment
- vii) Co-Brokering – Prohibited from brokering, re-brokering, co-brokering, subcontracting, transferring, trip leasing, assigning, or interlining transportation. Will not re-broker, assign, or interline the shipments hereunder, without prior written consent of BROKER. 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 delivering carrier, CARRIER shall not be released from any liability to BROKER under this Agreement. In addition to the indemnity obligation in Par 1.H, CARRIER will be liable for consequential damages for violation of this Paragraph. Furthermore, BROKER shall be entitled the sum of \$1000 for each occurrence of double brokering without written consent, which may be set-off from any unpaid freight charges due to CARRIER.

- 2) **BROKER RESPONSIBILITIES** A. SHIPMENTS, BILLING, & RATES: BROKER agrees to solicit and obtain freight transportation business for CARRIER to the mutual benefit of CARRIER and BROKER. BROKER shall inform CARRIER of
- a) place of origin and destination of all shipments; and
 - b) if applicable, any special shipping instructions or special equipment requirements, of which BROKER has been timely notified. B. BROKER agrees to conduct all billing services to shippers. CARRIER shall invoice BROKER for its (CARRIER's) charges, as mutually agreed in writing, by fax, or by electronic means, contained in BROKER's Load Confirmation Sheet(s) incorporated herein by this reference. Additional rates for truckload or LTL shipments, or modifications or amendments of the above rates, or additional rates, may be established to meet changing market conditions, shipper requirements, BROKER requirements, and/or specific shipping schedules as mutually agreed upon, and shall be confirmed in writing (or by fax or electronic means) by both Parties. Any such additional, modified, or amended rates, changes in rates shall automatically be incorporated herein by this reference.
 - c) . RATES: Additionally, any rates, which may be verbally agreed upon, shall be deemed confirmed in writing where CARRIER has billed the agreed rate and BROKER has paid it. All written confirmations of rates, including confirmations by billing and payment, shall be incorporated herein by this reference. Rates or charges, including but not limited to stop-offs, detention, loading or unloading, fuel surcharges, or other accessorial charges, released rates or values, or tariff rules or circulars, shall only be valid when specifically agreed to in a signed writing by the Parties.

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- d) **PAYMENT:** The Parties agree that BROKER is the sole party responsible for payment of CARRIER's charges. Failure of BROKER to collect payment from its customer shall not exonerate BROKER of its obligation to pay CARRIER. Provided CARRIER is not in default under the terms of this Agreement, BROKER agrees to pay CARRIER's invoice within 60 (sixty) days of receipt of all paperwork required to process payment, which includes, but is not limited to: an invoice showing the BROKER PO #, Signed BROKER Rate Confirmation, the bill of lading or proof of delivery, unloading receipts, and proper factoring information. If BROKER has not paid CARRIER's invoice as agreed, and CARRIER has complied with the terms of this Agreement, CARRIER may seek payment from the Shipper or other party responsible for payment after giving BROKER 60 (sixty) (business days) advance written notice. CARRIER shall not seek payment from Shipper if Shipper can prove payment to BROKER.
 - e) **BOND:** BROKER shall maintain a surety bond /trust fund as agreed to in the amount of \$75,000.00 (seventy five thousand dollars) and on file with the Federal Motor Carrier Safety Administration (FMCSA) in the form and amount not less than that required by that agency's regulations. F. BROKER's responsibility is limited to arranging for, but not actually performing, transportation of a shipper's freight.
- 3) **COMPENSATION.** CARRIER agrees to perform the Services for BROKER, under CARRIER's Operating Authority exclusively, at a rate mutually agreed upon in writing in a Golden Shores Rate Confirmation ("Rate Confirmation"), which shall be incorporated into this Agreement, or by Electronic Communications Additionally:
- a) Any verbally agreed upon rates must be confirmed in a Rate Confirmation or other Electronic Communications. Notwithstanding anything to the contrary, whether in this Agreement, on a bill of lading, at law, or in any other writing, CARRIER's released rates or values, stamped terms, and/or tariff rules or circulars related to rates or compensation shall not be valid.
 - b) As a condition to payment, CARRIER shall submit complete and legible invoices, clean bills of lading, and signed loading or delivery receipts for all Services. CARRIER agrees that BROKER is the sole party responsible for payment of CARRIER's invoices related to the Services and that, under no circumstances, will CARRIER contact or seek payment from any CUSTOMER or any other party responsible for any payment related to the Services. CARRIER waives any right to collect from CUSTOMERS, unless BROKER provides CARRIER with consent in a writing signed by a vice president or C-level officer of BROKER.
 - c) BROKER and CARRIER shall use commercially reasonable efforts to verify the accuracy of all freight charge billings invoiced by BROKER to CUSTOMERS for the Services performed by CARRIER. BROKER shall have the right to audit, from time to time, CARRIER's freight charges, and CARRIER shall fully cooperate with any audit. BROKER is not required to disclose its charges to CUSTOMERS, commissions, or brokerage revenue, and CARRIER waives its right to receive, audit, and/or review information and documents to be kept as provided in 49 C.F.R. § 371.3.
 - d) Except in the case of force majeure, CARRIER is responsible for any and all additional costs incurred by BROKER when replacement or cover Services are required arising out of CARRIER's failure to perform the Services as agreed.

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- e) CARRIER hereby expressly waives its right to any lien on any freight or other property of CUSTOMERS, except warehouseman lien rights that are exercised in strict compliance with this Agreement.
 - f) In any claim by CARRIER against BROKER relating to this Agreement, BROKER's liability shall be limited to the lesser of either
 - i) the freight costs for the particular load as confirmed in writing or
 - ii) direct damages, but shall not include consequential, incidental, special, or punitive damages
 - g) Notwithstanding any other provision in this Agreement to the contrary, BROKER may offset against CARRIER's pending invoices for any amounts due to BROKER, including, without limitation, those arising from or related to cargo claims, CARRIER'S breach of this Agreement, or CARRIER's indemnity obligations to BROKER or CUSTOMERS
- 4) **DOT SAFETY RATING.** CARRIER represents and warrants that it does not have an "Unsatisfactory" safety rating issued by the FMCSA, and shall notify BROKER in writing immediately if its safety rating changes in any way, including, without limitation, a change to an "Unsatisfactory," "Conditional," "Unfit," "Marginal," or other negative rating. CARRIER shall be responsible for all liability and damages asserted against or imposed on BROKER or CUSTOMERS arising out of CARRIER's violation of this Section, including, without limitation, attorneys' fees, expert costs, and all other related costs
- 5) **INSURANCE.** At all times during the Term, CARRIER shall maintain in effect the following types and amounts of insurance coverage from reliable insurance companies having an AM Best rating of A-VII or better: Automobile ("Auto") liability \$1,000,000; motor vehicle (including hired and non-owned vehicles) \$1,000,000 (or \$5,000,000 per incident if transporting hazardous materials), which includes coverage for environmental damages and remediation arising out of the release or discharge of hazardous substances; cargo damage/loss \$1,000,000; and workers' compensation with limits required by applicable state law. It is the sole responsibility of CARRIER to always ensure compliance with the above limits during the Term. All such insurance shall be written and be required to respond and pay prior to any other available coverage of BROKER or CUSTOMERS. CARRIER shall also comply with the following:
- a) Except as specified above, all insurance policies shall comply with the minimum requirements of the FMCSA and any other Laws. Insurance certificates furnished by CARRIER to BROKER are an affirmative representation by CARRIER that CARRIER complies with the insurance requirements set forth in this Agreement and all Laws. Nothing in this Agreement shall be construed to limit liability of the CARRIER to the insurance limits set forth above, nor shall any exclusion, declaration, or deductible amount in any insurance policy absolve CARRIER from financial liability for any loss or damage. It is CARRIER's sole responsibility to abide by the terms and conditions of its insurance policies, and CARRIER shall indemnify, defend, and hold BROKER and CUSTOMERS harmless from any and all liability or claims that arise from or are related to CARRIER's failure to maintain such coverage or abide by the terms and conditions of such policies.
 - b) CARRIER shall furnish BROKER with a certificate of insurance, in a form satisfactory to BROKER, to prove that each coverage specified in this Section is in effect and properly maintained and that neither BROKER nor its CUSTOMERS are obligated to pay premiums for any such insurance.

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Each certificate of insurance shall name BROKER as certificate holder, additional insured, and loss payee, with a waiver of subrogation in favor of BROKER and CUSTOMERS. In addition, when available, CARRIER shall obtain an automatic additional insured endorsement which shall apply to BROKER. CARRIER must provide BROKER with at least 30 days advance notice prior to cancellation, change, or non-renewal.

- c) CARRIER shall pay all premiums and deductible amounts under any applicable insurance policies. Upon request by BROKER, CARRIER shall provide a complete copy of all applicable policies along with any exclusions, exemptions, or riders that are not depicted in the governing certificate of insurance. In addition, by signing this Agreement, CARRIER expressly grants BROKER the authority to obtain an actual copy of the policies in effect at the time of any loss directly from CARRIER's insurance companies, and further authorizes its insurance companies to release to BROKER any and all of CARRIER's insurance policies requested by BROKER. In the event any issues arise with respect to CARRIER's insurance, CARRIER agrees to cooperate to the fullest extent possible with BROKER to obtain such information or facilitate communication. CARRIER grants BROKER the right to contact and communicate directly with its insurance companies to the fullest extent of CARRIER's rights.
- d) CARRIER shall only utilize vehicles and drivers that are licensed, identified, and insured under CARRIER's own name and insurance policies with the limits specified above. CARRIER is fully liable for any loss or damage not covered by insurance as a result of CARRIER's failure to comply with this Section, and CARRIER agrees to indemnify, defend, and hold BROKER and CUSTOMERS harmless from and against any such loss or damage regardless of the vehicle or driver used on any shipment tendered to CARRIER by BROKER.

6) **HAZARDOUS MATERIAL.** If CARRIER accepts BROKER's or CUSTOMERS' tender of a load to transport any shipment required to be placarded under Laws for hazardous materials ("Hazmat"), then the additional provisions in Appendix A, including additional insurance requirements, shall also apply for each and every Hazmat shipment.

7) **CARGO LIABILITY AND CLAIMS.** CARRIER shall issue a bill of lading, listing itself as the motor carrier, in compliance with 49 U.S.C. §§ 80101-16, 49 C.F.R. §§ 373.101-.105, .201 (and any amendments thereto), for the property it receives for transportation under this Agreement. CARRIER is fully responsible and liable for the freight once in possession of it, and the trailer(s) is loaded, even partially, regardless of whether a bill of lading has been issued, signed, or delivered to CARRIER. CARRIER's responsibility and liability shall continue until proper and timely delivery of the shipment to the consignee and the consignee signs the bill of lading or delivery receipt evidencing successful delivery. The Parties also agree as follows:

- a) Any terms of the bill of lading (including, without limitation, payment terms, limitations of liability, stamped terms, etc.) that are inconsistent with the terms of this Agreement shall be controlled by the terms of this Agreement. CARRIER's failure to issue a bill of lading or sign a bill of lading acknowledging receipt of the cargo shall not affect liability of CARRIER. Under no circumstances shall CARRIER execute a bill of lading or any other document which represents BROKER as the party responsible for the transportation or delivery of freight

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- b) If a consignee refuses a shipment or CARRIER is unable to deliver it for any reason, CARRIER's liability as a warehouseman shall not begin until (i) CARRIER has provided BROKER with 24-hour prior written notice of request for direction and complied with those directions, or (ii) if no direction is received as provided in (i), CARRIER has placed the shipment in either a BROKER-approved public warehouse or in CARRIER's storage facility utilizing reasonable security measures.
- c) CARRIER shall comply with 49 C.F.R. §§ 370.1-.11 and any amendments, applicable regulations adopted by the FMCSA, and/or any other Laws relating to processing freight loss and damage claims and salvage. In the event goods are compromised or otherwise damaged, BROKER or its CUSTOMER, in its sole reasonable discretion, may determine whether the goods are salvageable, and if salvageable, the value of the salvageable goods.
- d) Except as otherwise provided in this Agreement, all liability standards, time limitations, and burdens of proof regardless of whether the CARRIER has common or contract Operating Authority shall be governed by common law applicable to common carriers, federal transportation Laws, and by the Carmack Amendment codified in 49 U.S.C. § 14706, including on shipments that are exempt from such Laws such as intrastate shipments or shipments of exempt commodities. CARRIER agrees to accept notice of a claim in the form issued by BROKER, including, without limitation, by Electronic Communications.
- e) Notwithstanding the terms of 49 C.F.R. § 370.9, CARRIER shall acknowledge a claim within 30 days of receipt, and pay, decline, or make a settlement offer in writing on all cargo loss or damage claims within 60 days from the receipt of the claim. Failure of CARRIER to pay, decline, or offer settlement within this 60-day period shall be deemed an admission by CARRIER of full liability for the amount claimed and a breach of this Agreement.

8) GENERAL CARRIER DUTIES.

- a) **EQUIPMENT:** Subject to its representations and warranties, CARRIER agrees to provide the necessary equipment (including but not limited to safety equipment) and qualified personnel for completion of the transportation services required for BROKER and/or its customers. CARRIER will not supply equipment that has been used to transport hazardous wastes, solid or liquid, regardless of whether they meet the definition in 40 C.F.R. §261.1 et. seq. CARRIER agrees that all shipments will be transported and delivered with reasonable dispatch, or as otherwise agreed in writing.
- b) **BILLS OF LADING:** CARRIER shall sign a bill of lading provided by shipper or CARRIER in compliance with 49 C.F.R. §373.101 (and any amendments thereto), for the property it receives for transportation under this Agreement. Unless otherwise agreed in writing, CARRIER shall become fully responsible/liable for the freight when it takes/receives possession thereof, and the trailer(s) is loaded, regardless of whether a bill of lading has been issued, and/or signed, and/or delivered to CARRIER, and which responsibility/liability shall continue until delivery of the shipment to the consignee and the consignee signs the bill of lading or delivery receipt. Any terms of the bill of lading inconsistent with the terms of this Agreement shall be controlled by the terms of this Agreement. 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.

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CARRIER agrees as follows: (These duties are in addition to any other duties required in this Agreement or in Laws)

- c) Drivers shall check in with BROKER every day (including Saturday, Sunday, and holidays) between 8:00 a.m. and 9:00 a.m. EST, giving their current location and load temperature.
- d) CARRIER shall call BROKER immediately to report any problems related to the Services. BROKER is available 24 hours a day, 7 days a week, 365 days a year
- e) CARRIER shall report any overage, shortage, or damage at loading or delivery to BROKER immediately upon becoming aware of such overage, shortage, or damage, and CARRIER assumes all liability for failing to so notify BROKER.
- f) CARRIER is responsible for any damage or loss to the product, shipment, or its packaging, and any and all shortages, from the time the shipment, or any portion thereof, first comes into CARRIER's possession or control at pickup, until the shipment is no longer in CARRIER's possession or control at delivery.
- g) If any payment for lumper services (loading/unloading) is agreed upon between BROKER and CARRIER, CARRIER must supply a legible unloading receipt with lumper's full name, address, and contact information accompanied by the BROKER's authorization number assigned to this particular load. Unless CARRIER provides this information within 24 hours of delivery, CARRIER will not be reimbursed for lumper costs
- h) For all pallet exchange loads, the number of pallets in and out must be clearly notated on the original bill of lading.
- i) All loads tendered to CARRIER require exclusive use of trailer space solely for the freight related to that particular load, unless otherwise agreed in writing with BROKER. CARRIER assumes all liability, including, without limitation, any costs incurred by BROKER, caused by CARRIER loading any unauthorized freight on a load.
- j) Any costs incurred by BROKER due to CARRIER being late for pick-up or delivery appointments may be charged to CARRIER.
- k) Any product which must be disposed of must have prior consent from BROKER before being disposed of by any party. If a load is disposed of without prior written consent from BROKER, CARRIER is liable for the entire value of the load, plus any other associated damages. CARRIER is required to remit to BROKER any funds received from salvage and/or insurance.
- l) Before loading begins, CARRIER's driver must have a sufficient number of load locks or other suitable cargo securing devices to secure the load.
- m) Loads that are sealed at the shipping point are to remain sealed until an authorized person at the receiver breaks the seal. If the seal is broken by an unauthorized person, CARRIER shall be fully liable for the greater of either the invoice amount to CUSTOMER or (ii) the cost of the product. In addition, CARRIER shall also be liable for any other expenses arising from or related to the unauthorized removal of the seal.
- n) CARRIER shall provide a trailer that is in sound mechanical and structural condition, and is clean, dry, free of defects, and suitable in all respects to accept, load, and transport the shipment. m. CARRIER shall not, unless expressly authorized to do so by BROKER, contact or communicate directly with CUSTOMER. This includes CARRIER's agents, representatives, heirs, or assigns.
- o) shall not prohibit communication with dock workers, as long as such communication is limited to the minimum amount of communication necessary to perform the Services for that load

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- p) CARRIER's drivers shall not, under any circumstances, use a cellular phone, whether by talking, texting, or otherwise, while operating a vehicle related to the Services.
 - q) At all times, CARRIER shall use proper, working equipment acceptable to CUSTOMER, train its personnel in sanitary transportation practices and document all training, maintain all necessary records, abide by all Laws, and follow all protocols communicated to CARRIER when transporting human and/or animal food.
- 9) **CARRIER DUTIES FOR REFRIGERATED LOADS.** In order to fulfill CUSTOMERS' delivery and tracking requests, if CARRIER accepts BROKER's tender of a refrigerated load, then CARRIER agrees as follows: (These duties are in addition to the General Carrier Duties listed above)
- a) Prior to loading, CARRIER shall confirm that the reefer unit is working properly and pre-cool trailer to the temperature specified on BROKER's Rate Confirmation. The temperature on BROKER's Rate Confirmation will be in Fahrenheit unless otherwise specified in writing. CARRIER must strictly adhere to the temperature listed on the Rate Confirmation and shall make sure the temperature pulped for the product at loading is reflected on the bill of lading.
 - b) Trailers hauling refrigerated loads are required to have a properly functioning air chute for circulation. It is CARRIER's responsibility to make sure the chute is not damaged, obstructed, blocked, or malfunctioning in any way. It is CARRIER's sole responsibility to make sure sufficient space is provided for air circulation in front, rear, top, bottom, and between the load.
 - c) CARRIER shall check pulp temperature of the product to ensure that product has been pre-cooled to the proper temperature prior to loading. CARRIER shall not accept any product with a pulp temperature that is more than 2 degrees above or below the specified temperature noted on BROKER's Rate Confirmation. If the temperature on BROKER's Rate Confirmation differs from that on the bill of lading, CARRIER shall call BROKER before signing the bill of lading or transporting the freight. If CARRIER loads or otherwise accepts freight contrary to the terms on BROKER's Rate Confirmation or applicable bill of lading, CARRIER is liable for any and all loss or damage arising from or related to such acceptance. d. By signing the bill of lading, CARRIER is confirming that the correct product and correct product count were received at the proper temperature. CARRIER is solely responsible for cargo loss or damage incurred related to discrepancies in product information between the bill of lading, Rate Confirmation, and the actual product. If a discrepancy as to count, condition, or temperature is encountered, CARRIER shall immediately notify BROKER, and no change to loading information shall be made until confirmed in writing by BROKER. e. CARRIER shall continuously maintain the temperature noted on BROKER's Rate Confirmation from pickup at shipper until delivery at receiver. CARRIER shall not, at any time, set reefer on start/stop, cycle, or any other non-continuous temperature setting unless otherwise notified in writing by BROKER. CARRIER shall contact BROKER immediately in the event of any problems including, without limitation, out-of-temperature condition, equipment malfunction, accident, or delay.
- 10) **INSURANCE:** CARRIER shall furnish BROKER with Certificate(s) of Insurance, or insurance policies providing thirty (30) days advance written notice of cancellation or termination, and unless otherwise agreed, subject to the following minimum limits: 1) Public (Auto) liability \$1,000,000 (one million dollars); motor vehicle (including hired and non-owned vehicles), 2) Cargo damage/loss, \$100,000 (one hundred thousand dollars), and 3) Workers' compensation with limits required by law. Except for the higher coverage limits which may be specified above, the insurance policies shall

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comply with minimum requirements of the Federal Motor Carrier Safety Administration and any other applicable regulatory state agency. It is the CARRIER's responsibility to know what the commodity is, what its value is, and if the CARRIER's cargo liability insurance will cover the damage, loss, or theft of this commodity from any cause, having fully considered the exclusions and limitations of the CARRIER's cargo liability insurance. Nothing in this Agreement shall be construed to avoid CARRIERS liability due to any exclusion or deductible in any insurance policy.

- 11) **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.

- 12) **INDEMNIFICATION.** CARRIER agrees to defend, indemnify, and hold BROKER and CUSTOMERS harmless from and against any and all claims or liability (including, without limitation, Workers' Compensation claims), arising out of or in any way related to CARRIER's negligence, willful misconduct, acts, omissions, or performance or failure to perform under this Agreement, including, without limitation, claims or liability for cargo loss and damage, theft, delay, damage to property, and bodily injury and/or death. Except for Workers' Compensation claims, CARRIER shall not be required to indemnify any party (including BROKER) for claims or liability that are directly and solely caused by the negligence or willful misconduct of that party.

- 13) **BROKER'S ACCOUNTS.** CARRIER agrees to treat all BROKER's CUSTOMERS as BROKER's accounts during the Term, making no contact with CUSTOMERS except the minimum level of contact necessary to perform the Services. If this Agreement is terminated for any reason, CARRIER shall not solicit freight or provide transportation services to any CUSTOMERS for a period of 12 months after the termination date of this Agreement. If CARRIER solicits freight or provides transportation services to any CUSTOMERS in violation of this Section, then, in addition to any other remedies available under the law (including punitive damages), CARRIER shall also be liable to BROKER for all costs and expenses incurred to enforce this Section, including, without limitation, court costs and attorneys' fees. This Section shall not apply to CUSTOMERS for whom CARRIER has (without the assistance of, introduction by, or involvement in any way of BROKER) performed transportation services in the twelve (12) months immediately preceding the Effective Date, which must be proved in writing.

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14) . **FACTORING.** CARRIER shall provide BROKER written notice of any assignment, factoring, amendment, or other transfer of its right to receive payment arising under this Agreement ("Pay Assignment") at least thirty (30) days prior to the effective date of such Pay Assignment, which may affect BROKER's payment obligations. BROKER is not obligated to honor any Pay Assignment unless such notice is proper and timely received. At minimum, each written notice shall include the name and address of the factoring company, assignee, or transferee; date signed; date Pay Assignment is to begin; and the terms of the Pay Assignment. Notice is considered delivered upon receipt of written notice by BROKER. BROKER shall have the right to ask for, and CARRIER shall be obligated to furnish, any further documentation BROKER requires in order to satisfy BROKER as to the authenticity and requirements of the Pay Assignment. BROKER's payment obligations shall not be subject to more than one Pay Assignment at any one time. Any and all Pay Assignments are taken subject to all the terms of this Agreement regardless of when or if BROKER receives a notice of Pay Assignment. CARRIER shall indemnify, defend, and hold BROKER and CUSTOMERS harmless from and against any and all lawsuits, claims, actions, and damages (including reasonable attorneys' fees, costs, liabilities, and liens) arising from, imposed upon BROKER in connection with, or in any way related to any Pay Assignment. If CARRIER wants to terminate a Pay Assignment, a written release from the CARRIER and the Pay Assignment's assignee, in a form satisfactory to BROKER's counsel, must be received by BROKER specifying the terms and date of release. If CARRIER fails to comply with any one of the requirements of this Section, then CARRIER releases and waives any and all right, claim, or action against BROKER and CUSTOMERS for any amount due and owing under this Agreement.

15) NOTICES:. All notices provided or required by this Agreement, shall be made in writing and delivered, return receipt requested, to the addresses shown herein with postage prepaid; or by confirmed (electronically acknowledged on paper) fax, or by electronically confirmed e-mail. ii. THE PARTIES shall promptly notify each other of any claim that is asserted against either of them by anyone arising out of the Parties performance of this Agreement. iii. Notices sent as required hereunder, to the addresses shown in this Agreement shall be deemed sent to the correct address, unless the Parties are notified in writing of any changes in address.

16) SEVERANCE: 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.

17) FAX AND ELECTRONIC COMMUNICATION – The disclaimer below applies to all electronics and communication with broker.

- a) ELECTRONIC COMMUNICATION subject to change without notification. This includes, services, terms and conditions.

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- b) BROKER and CARRIER consent to sending and receiving electronic communications and will exchange materials by websites, email, fax and by any other electronic means related to the services
- c) BROKER ensures that information in electronic communications is current and accurate, but cannot guarantee the accuracy or currency of the information.
- d) BROKER has intellectual property rights of electronic communications, trademarks of broker are prohibited without written consent. Use of any media and/or words, phrases, names, smartphone, applications, designs, logo's written publications or electronic, web pages, without consent are not allowed.
- e) CARRIER waives and releases BROKER from any liability or loss/damages due to viruses, worms, Trojans or related programs.
- f) CARRIER understands that all calls to or from BROKER may be recorded, and CARRIER consents to being recorded during any and all calls with BROKER. CARRIER waives and releases BROKER from any liability or claim related to calls with BROKER being recorded, and waives any right to obtain a copy of such recording to the extent any such right exists under the law

18) STATUTE OF LIMITATIONS: Starting from the date of delivery, all paperwork must be received within 1 months. Golden Shores LLC does not guarantee payment on paperwork received after 1 months from delivery. P. CONTRACT REVISIONS: The following contract is subject to periodic revision. If any revisions are required Golden Shores LLC will notify carrier 60 days in advance of revision going into effect. Carrier will have option to contact Golden Shores LLC with any questions or go online to our Carrier Portal and either except or refuse changes. If Golden Shores LLC receives no communication from carrier by phone, mail or internet, Golden Shores LLC will take no response as acceptance of revision. All loads that run after the 60 day period will be subject to the conditions of the revised contract unless otherwise agreed to in writing. Golden Shores LLC will make available on our corporate website a copy of current operating agreement. Carrier is also responsible for communicating any company contact information including but not limited to; email addresses, contact names, mailing addresses, phone numbers to Golden Shores LLC or through our carrier portal online update tools that may change from the information provided at date of signing this agreement.

19) CONTRACT TERM: The term of this Agreement shall be one year from the date hereof and thereafter it shall automatically be renewed for successive one (1) year periods, unless terminated, upon thirty (30) day's prior written notice, with or without cause, by either Party at any time, including the initial term. In the event of termination of this Agreement for any reason, the Parties shall be obligated to complete performance of any work in progress in accordance with the terms of this Agreement.

20) CONFIRMATION IN WRITING. This AGREEMENT may be executed by BROKER and CARRIER executing separate identical counterparts, which together shall constitute one AGREEMENT. BROKER and CARRIER may execute this AGREEMENT (or a counterpart) with an original signature or facsimile signature. Any execution by facsimile signature shall be as effective as execution with original

Initial:

signature

21) SHIPMENTS PRODUCING CLAIMS, REJECTIONS, ETC. When a shipment is partially or wholly refused or rejected by the receiver, or CARRIER is unable to deliver it for any reason, CARRIER shall notify BROKER and the shipper in order to receive disposition instructions. Until such disposition instructions are received, CARRIER must place the shipment in a public warehouse under BROKER'S name or in its terminal or storage facility under reasonable security and provide written notice of such act to BROKER and shipper. CARRIER shall have no right to sell, auction or otherwise dispose of any property subject to this AGREEMENT which is undeliverable, without first providing written notice of intent to do so to BROKER and to shipper at least 30 days in advance of such sale, auction or other disposition. In the event of any such sale or auction, CARRIER shall hold the proceeds thereof in trust for BROKER and shipper.

CARRIER: _____ DATE: _____

BROKER: _____ DATE: _____

Initial: