ALL AMERICAN LOGISTICS INC

BROKER-CARRIER TRANSPORTATION AGREEMENT

This Broker-Carrier Transportation Agreement ("Agreement") is entered into as of ____________________ ("Effective Date"), by and between:

All American Logistics Inc, with its principal place of business at 4263 E North Ave, Fresno, CA 93725 ("Broker"), MC# 653824, and

Carrier: ____

____, with its principal place of business at _______________________________ ("Carrier"), MC# ______________, DOT# ______________.

Broker and Carrier may each be referred to individually as a "Party" and collectively as the "Parties."

1. Recitals

Broker is a licensed property broker authorized by the Federal Motor Carrier Safety Administration (FMCSA) to arrange for the transportation of freight by motor carriers. Carrier is a duly licensed and authorized motor carrier, holding valid operating authority to transport freight in interstate and/or intrastate commerce. Broker desires to engage Carrier, and Carrier desires to be engaged by Broker, from time to time, to transport freight tendered by Broker's customers, on the terms set forth in this Agreement.

2. Independent Contractor Relationship

Carrier is an independent contractor and not an employee, partner, joint venturer, or agent of Broker. Carrier has sole and exclusive control over the manner, means, and method of performing all transportation services under this Agreement, including but not limited to selection of routes, equipment, and personnel. Nothing in this Agreement shall be construed to create an employer-employee relationship, a partnership, or a joint venture between the Parties.

Broker is a licensed property broker and is not a motor carrier. Broker does not own, lease, dispatch, or operate any of the equipment used to transport freight under this Agreement, and exercises no control over the methods, means, routes, personnel, maintenance, or safety practices used by Carrier in performing transportation services. Carrier retains complete and exclusive control over the manner, means, and method of performing all transportation services, including the safe operation of its vehicles, and is solely responsible for its own compliance with all applicable safety, maintenance, and operational requirements.

3. Carrier Authority and Compliance

Carrier represents and warrants that, throughout the term of this Agreement, it will:

- Maintain all operating authority required by the FMCSA and any applicable state or federal agency;
- Comply with all applicable federal, state, and local laws and regulations, including the Federal Motor Carrier Safety Regulations (FMCSRs), hours-of-service rules, and drug and alcohol testing requirements;
- Employ or engage only properly licensed, qualified drivers in accordance with 49 C.F.R. Part 391, who meet all applicable Federal Motor Carrier Safety Administration (FMCSA) and Department of

Transportation (DOT) rules and regulations, including valid commercial driver's license (CDL) status, current medical certification, and satisfactory drug and alcohol testing results; and who are approved to operate under Carrier's insurance policies, meeting all age, experience, driving record, and other eligibility requirements set by Carrier's insurance carrier;

- Maintain equipment in safe operating condition in compliance with all applicable regulations;
- Immediately notify Broker in writing of any suspension, revocation, or material change to Carrier's operating authority or insurance coverage, including any safety alerts, FMCSA/DOT compliance notices, or any decrease or material change in Carrier's safety rating, safety performance, or operations.
- Participate in Broker's ongoing carrier monitoring program throughout the term of this Agreement, including monitoring of Carrier's FMCSA safety rating, CSA BASIC scores, and operating authority status through Broker's designated monitoring platform, and shall not be limited to self-reporting at onboarding;
- Maintain an FMCSA safety rating of ‘Satisfactory’ or, if unrated, no adverse rating of ‘Conditional’ or ‘Unsatisfactory’; and immediately notify Broker in writing if Carrier's safety rating changes to ‘Conditional’ or ‘Unsatisfactory,’ in which case Broker may suspend or decline to tender further shipments to Carrier until the rating is resolved;
- Maintain CSA BASIC percentile scores below the applicable FMCSA intervention thresholds in each BASIC category, and immediately notify Broker in writing if any threshold is exceeded;
- If Carrier has less than twelve (12) months of active FMCSA operating authority at the time of onboarding, cooperate with any additional scrutiny, documentation requests, initial shipment value limits, or probationary review period Broker may apply during that period, in Broker's reasonable discretion;
- Ensure that any lease, contract, or agreement between Carrier and an owner-operator or equipment lessor used to perform services under this Agreement includes provisions requiring such owner-operator or lessor to comply with the safety, insurance, and operational control standards applicable to Carrier under this Agreement;
- Provide Broker with updated certificates of insurance, MCS-150 filing information, and safety documentation not less than annually, or promptly upon Broker's request;

4. Scope of Services and Dispatch

Broker will, from time to time, tender freight to Carrier for transportation by issuing a rate confirmation, load confirmation, or dispatch instructions (each, a "Rate Confirmation") specifying origin, destination, equipment type, commodity, agreed rate, and other load-specific terms. Each Rate Confirmation, once accepted by Carrier, is incorporated into and made a part of this Agreement. In the event of a conflict between this Agreement and a Rate Confirmation, the Rate Confirmation shall govern for that specific shipment only. Carrier is under no obligation to accept any load, and Broker is under no obligation to tender any volume of freight to Carrier.

Carrier, its drivers, agents, and subcontractors shall not open, break, touch, move, add to, remove from, or otherwise tamper with any shipment tendered under this Agreement without Broker's prior written consent, except as strictly necessary to load, secure, and deliver the shipment in the ordinary course of transportation.

A Rate Confirmation, once accepted by Carrier, constitutes a legally binding tender of the shipment at the agreed rate. Carrier shall not withhold, delay delivery of, or otherwise hold hostage any shipment, by any means, for any reason, including as leverage to obtain a higher rate, additional charges, or any other concession not agreed to in the Rate Confirmation. Carrier shall not demand or accept payment in excess of the rate set forth in the accepted Rate Confirmation, and any attempt to do so, or to withhold or delay delivery of a shipment for that purpose, shall constitute a material breach of this Agreement, in addition to any other remedy available to Broker at law or in equity.

5. Prohibition on Double Brokerage

Carrier is strictly prohibited from double brokering any shipment or load tendered to it under this Agreement. Carrier shall not re-broker, re-assign, subcontract, or in any way tender any shipment to another carrier, broker, or third party without Broker's prior written consent. Carrier shall transport all freight tendered to it using its own equipment and its own qualified drivers, unless Broker has expressly authorized in writing the use of a specific substitute carrier for that shipment.

If Carrier tenders, re-brokers, or otherwise assigns any shipment to another carrier without Broker's prior written permission, the Rate Confirmation for that shipment shall be deemed void as to Carrier, and Broker shall have no obligation to pay Carrier any freight charges, fees, or compensation whatsoever for that shipment. In such event, Broker reserves the right to pay freight charges directly to the carrier that actually transported the freight, regardless of any rate or agreement between Carrier and that carrier, and such payment shall fully discharge Broker's payment obligation for that shipment. Carrier shall remain liable to Broker for any loss, damage, claim, or additional cost Broker incurs as a result of an unauthorized double brokerage.

6. Compensation and Payment Terms

Broker shall pay Carrier the rate set forth in the applicable Rate Confirmation for each shipment satisfactorily completed. Unless otherwise agreed in writing on a specific Rate Confirmation:

- Standard payment terms are Net 30 — payment will be issued within thirty (30) days of Broker's receipt of Carrier's complete and accurate invoice, including a signed, clean proof of delivery (POD) and all required supporting documentation;
- Incomplete or disputed paperwork may delay payment until the discrepancy is resolved;
- Broker may offset amounts owed to Carrier against any claims, shortages, or damages arising from Carrier's performance, after providing Carrier notice of the basis for such offset;
- Carrier shall not attempt to collect additional charges (including detention, layover, or accessorials) not agreed to in advance in writing.

Carrier is strictly prohibited from billing, invoicing, charging, or otherwise seeking payment of any kind directly from Broker's shipper, consignee, or customer for any shipment tendered under this Agreement. Broker is Carrier's sole source of payment for all services performed under this Agreement. Carrier shall direct all invoices, freight charges, and payment inquiries exclusively to Broker, and shall have no right, contractual or otherwise, to collect payment from, or assert a claim, lien, or demand of any kind against, Broker's shipper or customer. Any violation of this provision is a material breach of this Agreement, regardless of whether Broker has separately paid or owes Carrier for the shipment in question.

7. Accessorial Charges

Carrier shall notify Broker of any anticipated accessorial charge (including but not limited to detention, layover, truck ordered not used (TONU), extra stops, or redelivery) as soon as it arises, and shall obtain

Broker’s prior written approval — by an updated Rate Confirmation or other written documentation issued by Broker — before incurring or billing for any such charge. Carrier shall not bill, invoice, or otherwise seek payment for any accessorial charge that was not pre-approved by Broker in writing, regardless of whether the charge would otherwise be reasonable or supported by documentation. Unless Broker agrees in writing to a different amount for a specific shipment, any pre-approved accessorial charge remains subject to the maximum rates set forth below.

- Detention / waiting time — up to $50 per hour, after two (2) hours free at each pickup and delivery location, not to exceed $400 per day;
- Truck ordered, not used (TONU) — up to $150 flat, if Broker cancels a shipment after Carrier has been dispatched;
- Layover — up to $150 per night, if Carrier is held overnight through no fault of Carrier;
- Extra stops — up to $75 per additional stop beyond those specified in the Rate Confirmation;
- Redelivery — up to $100, if a delivery attempt fails through no fault of Carrier and a second attempt is required.

Carrier must submit any pre-approved accessorial charge, together with supporting documentation (e.g., a signed Bill of Lading or delivery receipt showing time-stamped arrival and departure) and Broker’s written approval, within five (5) business days of the shipment’s completion. Accessorial charges not submitted within this period, not supported by adequate documentation, or not pre-approved by Broker in writing, are waived. All accessorial charges remain subject to Broker’s final review and approval before payment.

8. Insurance Requirements

Carrier shall obtain and maintain, at its own expense, for the duration of this Agreement, at minimum the following insurance coverage, issued by an insurer with an A.M. Best rating of A- or better:

- Automobile Liability Insurance with a combined single limit of not less than $1,000,000 per occurrence;
- Motor Truck Cargo Liability Insurance with a limit of not less than $100,000 per occurrence or higher if higher limits are requested, naming Broker as loss payee as its interest may appear;
- Workers' Compensation Insurance as required by applicable state law, and Employer's Liability coverage;
- General Liability Insurance with a limit of not less than $1,000,000 per occurrence, where applicable.

Carrier shall furnish Broker with certificates of insurance evidencing the above coverage prior to transporting any freight under this Agreement and shall provide Broker no less than thirty (30) days' written notice prior to cancellation, non-renewal, or material reduction of any required coverage.

For shipments involving high-value or high-theft commodities (including but not limited to electronics, pharmaceuticals, precious metals, or other cargo so designated in the applicable Rate Confirmation), Broker may require Carrier to carry Motor Truck Cargo Liability Insurance limits of up to $250,000–$500,000 per occurrence, and/or excess or umbrella liability coverage in an amount tied to the value of the shipment, as specified in the applicable Rate Confirmation for that shipment.

If Carrier does not carry Workers' Compensation Insurance (e.g., where Carrier is an owner-operator with no employees, or is otherwise exempt under applicable state law), Carrier shall execute a written waiver of employer's liability and workers' compensation coverage, in a form acceptable to Broker, releasing and holding harmless Broker and Broker's customer (shipper) from any and all liability, claims, or damages arising from injury, illness, or death of Carrier's owners, operators, drivers, or employees in connection with the performance of services under this Agreement. Carrier shall execute and deliver such waiver to Broker prior to transporting any freight under this Agreement and shall promptly notify Broker of any change in its workers' compensation coverage status.

9. Cargo Claims and Liability

Carrier shall be liable, as a common carrier, for the full actual loss, damage, injury, or delay to cargo transported under this Agreement, from the time of pickup until delivery, except where such loss or damage is caused by the act of God, public enemy, act of the shipper, or inherent vice of the goods. Carrier shall cooperate fully with Broker and Broker's customer in the investigation of any cargo claim. Claims must be filed by Broker with Carrier in writing within nine (9) months of delivery (or in the case of failure to make delivery, within nine (9) months after a reasonable time for delivery has elapsed), consistent with 49 U.S.C. § 14706 (Carmack Amendment) and its implementing regulations. Carrier shall pay, or reimburse Broker for, any cargo claims finally determined to be Carrier's responsibility within thirty (30) days of such determination.

If Broker receives notice of, or is presented with, a pending or unresolved cargo claim relating to any shipment transported by Carrier, Broker may withhold, offset, or apply any payment otherwise due to Carrier under this Agreement — whether for the shipment giving rise to the claim or any other shipment — against the amount of that claim, until the claim is resolved and, to the extent determined to be Carrier’s responsibility, paid in full to Broker or Broker’s customer. Broker’s exercise of this right is in addition to, and not a waiver of, any other right or remedy available to Broker at law, in equity, or under this Agreement.

Carrier's liability for cargo loss, damage, injury, or delay under this Agreement is independent of, and not limited by, Carrier's insurance coverage. Carrier shall remain fully liable to Broker and Broker's customer for the full amount of any cargo claim regardless of whether Carrier's insurer denies, delays, reduces, or otherwise fails to pay the claim for any reason, including but not limited to a policy exclusion, lapse, cancellation, reservation of rights, or insolvency of the insurer. The existence of insurance, and any dispute between Carrier and its insurer, shall not be a defense to, or reduce, Carrier's liability under this Agreement.

Carrier's liability under this Section shall also apply in full, without limitation or defense, where the loss, theft, or misdelivery of a shipment results from: (a) any exclusion, gap, or limitation in Carrier's insurance coverage; (b) theft, disappearance, or conversion of the shipment, including by Carrier's own drivers, agents, or subcontractors; or (c) the unauthorized use of Carrier's operating authority, MC number, or identity by any third party, whether or not Carrier knew of or consented to such use. Carrier's obligation to indemnify Broker and Broker's customer for such loss shall not be excused or reduced by any of the foregoing.

10. Indemnification

Neither Party shall be liable to the other Party for any damages arising out of or relating to this Agreement to the extent caused by the negligence or intentional act of the other Party.

Carrier shall indemnify, defend, and hold harmless Broker, and Broker's officers, employees, and agents, from and against any and all claims, demands, losses, damages, fines, penalties, costs, and expenses (including reasonable attorneys' fees) of any kind, arising out of or in any way related to Carrier's performance of this Agreement, including without limitation claims for cargo loss or damage and claims for bodily injury and/or property damage (BIPD), regardless of whether such claims arise from the negligence of Carrier, its drivers, agents, employees, or subcontractors. This indemnification obligation is independent of, and not limited by, any insurance maintained by Carrier or Broker, and shall survive termination of this Agreement.

11. Limitation of Liability

Except for Carrier's cargo liability under Section 9 and each Party's indemnification obligations under Section 10, in no event shall either Party's aggregate liability to the other arising out of or relating to this Agreement or any Rate Confirmation exceed the total amount payable to Carrier under the Rate Confirmation for the shipment giving rise to the claim. In no event shall either Party be liable to the other for any consequential, incidental, special, exemplary, or punitive damages, including lost profits or lost business opportunities, arising out of or relating to this Agreement, whether based in contract, tort, or any other legal theory, even if advised of the possibility of such damages.

12. Force Majeure

Neither Party shall be liable for any failure or delay in the performance of its obligations under this Agreement (other than payment obligations) to the extent such failure or delay is caused by circumstances beyond that Party's reasonable control, including but not limited to acts of God, natural disasters, extreme weather, fire, flood, war, terrorism, civil unrest, labor disputes or strikes, epidemic or pandemic, governmental action or regulation, or disruption of fuel, equipment, or transportation infrastructure. The affected Party shall promptly notify the other Party of the event and shall use commercially reasonable efforts to resume performance as soon as reasonably practicable.

13. Non-Solicitation

During the term of this Agreement and for a period of twenty-four (24) months following its termination, Carrier shall not directly solicit or accept freight from any shipper, consignee, or customer of Broker that was introduced to Carrier through Broker, without Broker's prior written consent, except through Broker as intermediary.

If Carrier violates this Section, Carrier shall pay Broker, as liquidated damages and not as a penalty, an amount equal to twenty-five percent (25%) of the gross revenue of each and every shipment tendered directly between Carrier and the shipper, consignee, or customer at issue, for the entire twenty-four (24) month period referenced above, whether such shipments occur before or after Broker discovers the violation. This charge is in addition to, and not in lieu of, any other remedy available to Broker at law or in equity.

14. Term and Termination

This Agreement shall commence on the Effective Date and continue until terminated by either Party upon thirty (30) days' prior written notice to the other Party. Either Party may terminate this Agreement immediately upon written notice in the event of a material breach by the other Party that remains uncured for ten (10) days following written notice of such breach, or upon the suspension or revocation of Carrier's operating authority or insurance coverage. Termination of this Agreement shall not affect the Parties' rights and obligations with respect to any shipment tendered and accepted prior to the effective date of termination, nor shall it affect Sections 5 (Prohibition on Double Brokerage), 6 (Compensation), 7 (Accessorial Charges), 9 (Cargo Claims), 10 (Indemnification), 11 (Limitation of Liability), 13 (Non-Solicitation), 16 (Confidentiality), 17 (Governing Law and Dispute Resolution), and 18 (Jury Trial and Class Action Waiver), which shall survive termination.

15. Independent Broker-Carrier Status; No Exclusivity

This Agreement does not create an exclusive relationship between the Parties. Carrier may perform transportation services for other brokers, shippers, or carriers, and Broker may engage other motor carriers, provided that neither Party's actions interfere with the other's obligations under a specific, already-accepted Rate Confirmation.

16. Confidentiality

Each Party agrees to keep confidential all rates, customer lists, business terms, and other proprietary information disclosed by the other Party in connection with this Agreement and shall not disclose such information to any third party without prior written consent, except as required by law.

17. Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of law principles, and applicable federal law, including the Carmack Amendment where applicable. Any dispute arising under this Agreement shall be resolved in the state or federal courts located in California, and the Parties consent to the exclusive jurisdiction and venue of such courts.

18. Jury Trial and Class Action Waiver

TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT. EACH PARTY FURTHER AGREES THAT ANY ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE BROUGHT ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, OR REPRESENTATIVE PROCEEDING.

Carrier acknowledges that it has read and understands this Section, and voluntarily agrees to its terms. Carrier's initials: _______________

19. No Third-Party Beneficiaries

This Agreement is entered into solely for the benefit of Broker and Carrier. Nothing in this Agreement, express or implied, is intended to or shall confer upon any third party, including any shipper, consignee, owner-operator, subcontractor, or other person or entity, any right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

20. Notices

Any notice required or permitted under this Agreement shall be in writing and shall be deemed given when delivered by hand, sent by email with confirmation of receipt, or sent by certified mail, return receipt requested, to the address or email address on file for the receiving Party, or such other address as either Party may designate by written notice to the other.

21. Assignment

Neither Party may assign or transfer this Agreement, in whole or in part, without the prior written consent of the other Party, except that Broker may assign this Agreement without Carrier's consent in connection with a merger, acquisition, or sale of all or substantially all of Broker's assets. Any assignment in violation of this Section shall be void.

22. Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect, and the invalid, illegal, or unenforceable provision shall be modified to the minimum extent necessary to make it valid, legal, and enforceable while preserving its original intent.

23. Waiver

No failure or delay by either Party in exercising any right under this Agreement shall operate as a waiver of that right, nor shall any single or partial exercise of any right preclude any other or further exercise of that right or the exercise of any other right. Any waiver must be in writing and signed by the waiving Party to be effective.

24. Entire Agreement; Amendment

This Agreement, together with all Rate Confirmations issued hereunder, constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior negotiations, representations, or agreements, whether written or oral. This Agreement may be amended only by a written instrument signed by both Parties.

In addition to this Agreement, Carrier shall complete and submit to Broker a separate Carrier Information Form, providing Carrier's contact, fleet, insurance, and safety information. Carrier shall keep the information provided in the Carrier Information Form current and shall promptly notify Broker in writing of any changes.

25. Signatures

BROKER: All American Logistics Inc

Signature: ____

Printed Name: ____

Title: ____

Date: ____

CARRIER:

Signature: ____

Printed Name: ____

Title: ____

Date: ____