

TMC LOGISTICS BROKERAGE TERMS & CONDITIONS

BY ACCEPTING OR APPROVING A RATE/SERVICE AGREEMENT/QUOTE PRESENTED BY TMC LOGISTICS, OR BY UTILIZING THE SERVICES OF TMC LOGISTICS, YOU ARE ACCEPTING ALL OF THESE TERMS AND CONDITIONS. YOU AGREE THESE TERMS AND CONDITIONS ARE ENFORCEABLE LIKE ANY WRITTEN AGREEMENT SIGNED BY YOU.

As used in these Terms and Conditions, “Rate Agreement” shall mean any formal or informal rate agreement or rate quote (including without limitation, email communications) whereby both: (A) TMC Logistics offers to arrange one or more shipment(s) of Your freight via motor carrier at the prices and on the terms specified in the rate agreement or rate quote, and (B) You approve of or accept the rate agreement or rate quote either through formal affirmation (including without limitation by signing or communicating its acceptance) or by thereafter utilizing the services of TMC Logistics.

The TMC Logistics Rate Agreement, along with these Brokerage Terms and Conditions (collectively, the “Agreement”) are entered into by and between Annett Holdings, Inc. dba TMC Logistics (hereinafter “Broker”) and the entity or person requesting transportation services through Broker (hereinafter the “Shipper” or “Customer”). Shipper and Broker may be referred to herein individually as a “Party” and collectively as the “Parties.”

Services. Broker shall provide brokerage services (the “Services”) as follows:

- a. Broker Authority. Broker is a licensed broker under the Federal Motor Carrier Safety Administration (“FMCSA”) 49 U.S.C. § 13102(2) and, in that capacity, has authority under License No. MC-270920 and USDOT 2216461 and by appropriate state agencies, where applicable, to arrange for the transportation of freight by motor carrier for compensation. Copies of Broker’s Authority and Surety Bond will be provided to Shipper upon request.
- b. Broker’s Responsibility. Shipper has requested that Broker arrange – and Broker has agreed to arrange – for transportation by motor carrier of Shipper’s freight. For any shipment tendered by Shipper and accepted by Broker, Broker shall promptly arrange for the transportation and delivery of Shipper’s freight (each, a “Shipment”), subject to the terms and conditions of this Agreement and in compliance in all material respects with all applicable federal, state, and local laws and regulations related to the brokerage services covered by this Agreement. Broker’s responsibility under this Agreement shall be limited to arranging for, but not actually performing, the transportation of any Shipment. Instead, Broker shall be responsible to arrange third-party motor carriers that are legally qualified and that meet the requirements of this Agreement (the “Carrier(s)”). Broker shall not co-broker or re-broker any Shipment tendered by Shipper to Broker under this Agreement.

- c. Shipper's Responsibility. Shipper shall provide Broker with timely and accurate delivery specifications and description of each Shipment, including but not limited to dimensions, weight, temperature requirements, any special handling or security requirements, load value, and reasonable security protocols to reduce risk of cargo theft. Shipper agrees that in the event any Shipment it tenders or causes to be tendered is classified as hazardous materials by applicable law, such Shipment when tendered shall be properly packaged and transportable under applicable rules, regulations and laws of the federal, state and local jurisdictions through which such Shipment is to be transported. Additionally, Shipper agrees to notify Broker at least forty-eight (48) hours prior to tendering any Shipment that the freight is classified as hazardous. Broker, in its sole discretion, may reject and refuse to arrange transportation for any Shipment that contains hazardous materials. Shipper shall defend, indemnify and hold Broker and Carrier harmless from any penalties or liability of any kind, including reasonable attorneys' fees, arising out of Shipper's failure to comply with applicable hazardous materials laws and regulations related to any Shipment that contains hazardous materials.
 - d. Non-Exclusive Agreement. This Agreement is non-exclusive. Shipper is not restricted from tendering freight to other brokers or directly to motor carriers and Broker is not restricted from arranging transportation of freight for other shippers.
- 2. Effective Date & Term. The "Effective Date" of this Agreement is the date of the first Rate Agreement between Shipper and Broker. Except as may be later modified, this Agreement will govern Shipper's initial use of brokerage services by TMC Logistics on/after the Effective Date as well as any future requests for services made by Shipper to Broker; provide, however, this Agreement shall not supersede a written/signed brokerage agreement entered into by and between Broker and Shipper.
- 3. Rates & Payment Procedures.
 - a. The rates for Broker's Services (the "Rates") shall be as set forth in the applicable Rate Agreement(s), and shall include standard accessorial:
 - b. Payment to Broker. Shipper shall pay Broker for its Services under this Agreement without deduction or setoff in accordance with the Rates not later than fifteen (15) days from receipt by Shipper of Broker's invoice and proof of delivery (bill of lading shall suffice) covering such Services. Past due invoices are subject to interest at the rate of 1.5% per month or the maximum amount allowed by applicable law, whichever is less. Shipper shall pay Broker its costs of collection, including reasonable attorneys' fees and court costs in collecting past due invoices. Payment of an invoice by Shipper to Broker for any Shipment shall unconditionally relieve Shipper of any liability to the Carrier for non-payment of its charges related to such Shipment and Broker shall indemnify and hold Shipper harmless from and against any claim for payment brought by Carrier against Shipper related to that Shipment.

4. Receipts & Bills of Lading. If requested by Shipper, Broker agrees to provide Shipper with proof of acceptance and delivery of Shipments in the form of a signed bill of lading or proof of delivery. Any bill of lading shall be issued by Carrier in its own name, and (unless marked Shipper Load and Count) shall show the kind, condition and numerical quantity of the property received and delivered by Carrier at the loading and unloading points. Shipper's insertion of Broker's name on the bill of lading shall be for Shipper's convenience only and shall not change Broker's status as a broker. The terms and conditions of any documentation used by Broker or Carrier may not supplement, alter, or modify the terms of this Agreement.

5. Broker's Insurance & Surety Bond. Broker agrees to procure and maintain at its sole expense at all times during the term of this Agreement the following insurance:
 - a. Commercial General Liability Insurance covering bodily injury and property damage in coverage amounts of at least \$1,000,000.00 per occurrence.
 - b. Contingent Automobile Liability Insurance for bodily injury (including injury resulting in death) and loss of or damage to property in coverage amounts of at least \$1,000,000.00 combined single limit per occurrence.
 - c. Contingent Cargo Liability Insurance covering risks for loss of or damage to any Shipment in the amount of \$100,000.00 per truckload shipment.
 - d. Surety Bond. Broker shall maintain a surety bond or trust fund agreement as required by the FMCSA in the amount of \$75,000.00 and will furnish Shipper with proof of such surety bond or trust fund agreement upon request.
 - e. In addition to the insurance coverage required above, Broker shall maintain any other insurance as required by applicable law.

6. Carrier's Insurance. At all times, Carrier shall procure and maintain, at its sole cost and expense, the following minimum insurance coverages with properly licensed and reputable insurance companies.
 - a. Commercial General Liability Insurance - \$1,000,000.00.
 - b. Commercial Automobile Liability Insurance - \$1,000,000.00
 - c. Motor Truck Cargo Legal Liability Insurance - \$100,000.00
 - d. Workers' Compensation Insurance and/or Employer's Liability as required by applicable law.
 - e. In addition to the insurance coverage required above, Carrier shall maintain any other insurance as required by applicable law.

7. Cargo Claims. Cargo claims shall be processed pursuant to 49 CFR Part 370, as follows:
- a. Filing of Claims. Shipper must file claims for loss or damage for any Shipment within nine (9) months from the date of such loss or shortage, which for purposes of this Agreement shall be the Shipment's delivery date or, in the event of non-delivery, the scheduled delivery date. Broker shall assist in filing and administering claim(s) against Carrier. Neither Broker nor Carrier shall be liable for loss or damage to any Shipment to the extent said loss or damage was caused by an act of God, the public enemy, the act or default of Shipper, public authority, or the inherent vice or nature of the goods transported. No lawsuit or other civil action shall be filed more than two (2) years from the date the Carrier or Broker provides written notice to Shipper that Carrier has disallowed or denied any part of the claim. Except as limited by this Agreement, Shipper may pursue any claim for loss or damage to any Shipment directly against the Carrier involved with the transportation of such Shipment.
 - b. Broker Liability. Notwithstanding anything to the contrary in this Agreement, it is understood and agreed that Broker (when acting as a broker) is not a carrier and that Broker shall not be held liable for loss, damage, or delay in the transportation of Shipper's Shipments. If payment of any claim is made by Broker to Shipper, Shipper automatically assigns its rights and interest in the claim to Broker in order to allow Broker to subrogate the loss.
 - c. Salvage. Shipper agrees to deduct the reasonable salvage value, if any, for any damaged Shipment from any claim.
 - d. Damages Limitation. Notwithstanding anything to the contrary in this Agreement: (i) any claim or damages arising from or related to any damage, destruction, loss, or delay of any Shipment shall not exceed \$100,000 per truckload in total; and (ii) no party (including Shipper, Broker, or Carrier) shall be liable to any other Party for any incidental, indirect, special, consequential, exemplary or punitive damages (including damages for lost profits or business interruption), even if the Party has been advised of the possibility of such damages and regardless of whether any such claim is based in contract, warranty, tort, or otherwise.
8. Status of Parties. The relationship of the Parties shall, at all times, be that of independent contractors. Nothing herein shall be construed as establishing an agency, partnership, joint venture, hiring, or any form of employer-employee relationship between Shipper and Broker or between Shipper and Carrier. Each Party shall provide sole supervision and shall have exclusive control over their respective operations and employees; neither Party has any right to control, discipline, or direct the performance of any employees of the other Party. Neither Party shall represent to any other person that it is anything other than an independent contractor in its relationship with the other Party.
9. Force Majeure. No Party shall be liable to the other for failure to perform any of its obligations under this Agreement during any time in which such performance is prevented

by fire, flood, or other natural disaster, war, embargo, riot, civil disobedience, or the intervention of any government authority, or any other cause outside of the reasonable control of such Party, provided that such Party so prevented uses its best efforts to perform under this Agreement and provided further, that such Party provide reasonable notice to the other Party of such inability to perform. This Section shall not apply to, or excuse any delay in performance of, the parties' respective payment obligations created under this Agreement.

10. Miscellaneous.

- a. Scope of Agreement. This Agreement shall govern all Shipments tendered by Shipper and accepted by Broker and shall control over any conflicting terms contained in any bill of lading, shipping document, receipt, or other transportation document issued for any shipment tendered by Shipper to Broker. This Agreement supersedes and takes the place of any prior informal or verbal agreement between the Parties and/or their predecessors related to the subject matter and Services provided herein. To be clear, this Agreement shall not supersede a written/signed brokerage agreement entered into by and between Broker and Shipper.
- b. Resolution of Disputes. The Parties desire and agree that the provisions of this Agreement will have precedence over any conflicting federal or state provisions governing or dealing with the specific provisions of this Agreement. The Parties agree that pursuant to 49 U.S.C. § 14101(b)(1) they expressly waive any rights and remedies under the Interstate Commerce Commission Termination Act and Interstate Commerce Act as amended, and regulations promulgated thereunder, including Part B of Subtitle IV Interstate Transportation, 49 U.S.C. § 13101, et seq. (the "Acts"), that conflict with the provisions of this Agreement. No Party shall challenge any provision of this Agreement on the ground that any such provision or provisions violates the waived rights and remedies under the Acts.
- c. Notices. Any notices required or permitted to be given under this Agreement shall be in writing, shall be addressed to the other Party at their business address as on file with the other Party, as may be updated from time to time, and shall be deemed to have been duly delivered if sent by nationally recognized commercial overnight courier.
- d. Entire Agreement, Interpretation. The provisions contained in this Agreement properly express and memorialize the complete understanding and agreement between the Parties and there are no other agreements or understandings between the Parties, express or implied, except as set forth herein. The descriptive heading of the sections and subsections of this Agreement are for convenience only and do not constitute a part of this Agreement nor do they affect this Agreement's construction or interpretation. The language used in all parts of this Agreement shall be construed, in all cases, according to its fair and plain meaning. The Parties acknowledge that each Party and its counsel have had an opportunity to review this Agreement, and that any rule of construction to the effect that

ambiguities are to be resolved against the drafter of the agreement shall not be employed in the interpretation of this Agreement.

- e. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be contrary to the laws or regulations of any applicable jurisdiction, then such invalid provision shall be severed from this Agreement; however, such determination shall not affect the validity of any other provisions of this Agreement.
- f. Amendments. From time to time, TMC Logistics may unilaterally modify these Terms and Conditions. Unless otherwise specified by TMC Logistics, Shipper's continued use of any services by TMC Logistics after the updated version of these Terms and Conditions goes into effect will constitute Shipper's acceptance of such updated Terms and Conditions. The Agreement may not be modified by "course of performance," "course of dealing," "usage of trade" or in any other manner than as described.
- g. Waivers. No provision of this Agreement shall be waived by any Party unless such waiver is in writing and executed by an authorized officer of the Party against whom such waiver is sought to be enforced. Waiver by either Party of any failure to comply with any provision of this Agreement by the other Party shall not be construed as or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.
- h. Assignability. Neither Party shall assign this Agreement without the express written consent of the other Party. Any attempted assignment of this Agreement, in whole or in part, by either Party without the prior written consent of the other Party shall be void and of no effect. Notwithstanding anything to the contrary in this Agreement, this Agreement shall be binding upon Parties' respective successors and assigns and shall inure to the benefit of the Parties and their representatives, successors and authorized assigns.
- i. Governing Law, Venue, Waiver of Jury Trial. This Agreement shall be deemed to have been drawn in accordance with the statutes and laws of the State of Iowa without regard to its conflict of law principles. The Parties each agree that any lawsuit or legal action arising from or related to this Agreement shall be filed exclusively in the Iowa District Court for Polk County or the United States District Court for the Southern District of Iowa. Each Party hereby irrevocably and unconditionally submits to the exclusive jurisdiction the Iowa District Court for Polk County or the United States District Court for the Southern District of Iowa, as the case may be. Notwithstanding anything to the contrary, and regardless of the claims involved, each Party hereby irrevocably and unconditionally waives its right to a jury trial.
- j. Authority of Representatives to Bind Parties. The person approving or accepting the Rate Agreement on behalf of Shipper, or the person who otherwise requests or

utilizes the Services of Broker, represents and warrants that it (either individually as a sole proprietor or as an employee, contractor, or agent of a corporation, limited liability company, partnership, or other similar entity) is authorized to approve the Rate Agreement and these Terms and Conditions and to bind itself and/or such entity.

- k. Counterparts & Electronic Signatures. This Agreement, including both the Rate Agreement and these Terms and Conditions, shall be effective when the Rate Agreement is signed by Shipper.. The words “execution,” “signed,” “signature,” and words of like import shall include images of manually executed signatures transmitted by facsimile, email, or other electronic format (including, without limitation, “pdf”, “tif” or “jpg”) and other electronic signatures (including, without limitation, DocuSign and AdobeSign, and any other electronic or digital symbol, electronically imaged or typed text, checkbox), email approval of a Rate Agreement by Shipper, or any other affirmation or process attached to or logically associated with a Rate Agreement and taken, executed and/or adopted by Shipper with the purpose of accepting or utilizing the services of TMC Logistics. The use of electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law.