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This AGREEMENT is entered into on the date specified via an online portal, MyCarrierPackets.com, evidenced by the Signed Agreement Affidavit between the carrier named on the Signed Agreement Affidavit (hereinafter referred to as "CARRIER"), a for-hire motor carrier (i) registered with and operating under for-hire motor carrier authority Certificate or Permit No. MC specified via an online portal, MyCarrierPackets.com, evidenced by the Signed Agreement Affidavit and issued by the FMCSA or its predecessors, and/or (ii) registered with and operating under for-hire motor carrier registration or authority No specified via an online portal, MyCarrierPackets.com, evidenced by the Signed Agreement Affidavit issued by a state agency and TARGET INTEGRATED LOGISTICS (hereinafter referred to as "TARGET"), a property transportation broker registered with and operating under property transportation broker license MC No. 187090 and DOT No. 598293 issued by the U.S. Federal Motor Carrier Safety Administration (the "FMCSA") or its predecessor agencies within or outside the U.S. Department of Transportation ("U.S.DOT"). TARGET AND CARRIER shall be referred to collectively as the "Parties" and individually as a "Party".

Pay Terms and Conditions

By selecting the corresponding payment option via the online carrier portal, MyCarrierPackets, CARRIER agrees to the following:

1. Standard 30 Day – No charge
2. Quick Pay 1 Day – 2%

TARGET reserves the right to refuse any and all Quick Pay Program options to any CARRIER.

By selecting Quick Pay via the carrier portal, MyCarrierPackets, CARRIER authorizes TARGET to deduct the applicable discount and fees from invoice.

ACH Terms & Conditions

United States and Canadian Bank Only.

By executing this agreement, CARRIER is authorizing TARGET and the financial institution provided during the online carrier portal, MyCarrierPackets, to automatically debit/credit CARRIERS account. This authority will remain in effect until written notice is provided by

CARRIER to cancel it. Any duplicate, over payment or erroneous payments will be debited from the account immediately. CARRIER authorizes TARGET to contact CARRIER's Bank for any reason related to payments/adjustments and/or verification purposes on the account listed above.

NOW THEREFORE, in consideration of the representation made herein, the parties agree as follows

Broker Carrier AGREEMENT

1. This Agreement shall generally be governed by Title 49 of the U.S. Code, CFR and federal common law applicable to interstate transportation of goods except that the parties specifically waive any provisions inconsistent with the terms of this Agreement as per 49 USC 14101(b). CARRIER's tariffs, circulars or service guides shall not apply unless specifically agreed to and incorporated by reference herein. This Agreement is deemed executed in TARGET's home State and County. The term of this agreement shall be one year from date of signing and shall continue from year to year thereafter until written fourteen day notice of termination is received. The terms and conditions of this contract may be periodically updated and posted at www.targetinterstate.com and shall become effective upon Carrier's acceptance of any shipment via rate confirmation referencing and incorporating the updated Agreement terms.

2. CARRIER will issue a Bill of Lading in its own name for property received hereunder and shall be liable to the person entitled to recover under the bill of lading for the actual loss or injury to the property as set forth in 49 U.S.C. §14706. Actual loss shall be shipper's invoice price. Failure to issue a bill of lading does not affect the liability of CARRIER. No shipment shall move subject to released valuation unless such limitation is set forth in a writing signed by the parties. A notation by the carrier or its agent on a bill of lading or other shipping document, or a limitation of liability contained in a tariff, service guide or on a website, shall not constitute the specific agreement required. CARRIER'S liability shall begin at the time cargo is loaded upon CARRIER'S equipment and continue until the cargo is delivered to the designated consignee or to any intermediate stop-off party. CARRIER is responsible for the loading and securing of all shipments and has the duty to inspect each shipment in accord with 49 CFR §393. Cargo claims shall be investigated and settled in accordance with 49 C.F.R. §370. Claims must be filed in writing with CARRIER within nine months after delivery or scheduled delivery. Suit must be instituted against the carrier within two years from the day written notice is given by the CARRIER to the claimant that the CARRIER has disallowed the claim in whole or in part. If CARRIER fails to acknowledge, investigate or pay claims as required under 49 C.F.R. §370, TARGET shall be entitled to offset claims against any and all freight charges owed.

3. CARRIER agrees to maintain all-risk cargo liability insurance in the amount of \$100,000 and CARRIER shall be liable for all deductibles, limitations or exclusions in cargo insurance coverage. CARRIER represents and warrants that it is in full compliance and shall maintain Worker's

Compensation insurance as prescribed by the laws of the states in which the transportation services shall be performed. If CARRIER does not provide Worker's Compensation insurance CARRIER hereby represents and warrants that under state or federal law applicable to CARRIER, it is exempt from providing workers' compensation coverage to drivers, owner/operators or other independent contractors working for CARRIER. CARRIER acknowledges and agrees that on behalf of itself, its employees, drivers or contractors, it waives any and all claims against TARGET and/or TARGET's Customer and will assume full and complete responsibility for compensation of any and all work-related injury occurring to any of its personnel and that CARRIER shall fully indemnify, defend and hold TARGET and TARGET's Customer harmless for any claims, demands, lawsuits or administrative proceeding brought against TARGET or TARGET's Customer for any such work-related injury or employment obligations. CARRIER shall also maintain Employer's Liability Insurance in the amount of \$500,000; Auto Insurance covering all owned, non-owned and hired vehicles including blanket contractual coverage in the amount of \$1,000,000 and naming TARGET as an Additional Insured. CARRIER agrees to cause, authorize, instruct, and ensure their insurance company or agent to provide certificate(s) of insurance to Assure Assist Inc listing Assure Assist, 543 Country Club Dr. Unit B338, Simi Valley, CA 93065 as the certificate holder. Certificates of Insurance are to be sent by the insurance company or insurance agent to COI@assureassist.com or to fax number (818) 401-0585 or by any means instructed by Assure Assist thirty (30) days prior to the cancellation of such cargo insurance. CARRIER's liability shall not be limited by insurance amounts or coverage.

4. CARRIER warrants that it is an independent contractor and exercises exclusive control over its equipment, personnel and the means and methods of carrying out its contractual obligations. CARRIER further warrants that it operates in compliance with all Federal and State laws, including but not limited to ELD Mandate, CARB and C-TPAT where applicable. CARRIER agrees that the equipment shall be clean, in good working order, properly licensed, identified and insured and suitable for the transportation requested. CARRIER warrants that such has not been used at any time, to transport compressed household, municipal or commercial waste, or any other waste material. All drivers shall be well trained, properly licensed and insured, tested, and directed to use the utmost care and due diligence for safety to the public and in the protection of shipper's commodities. CARRIER shall maintain a U.S. DOT safety rating of "Satisfactory" or "Continue to Operate" unless CARRIER is unrated. CARRIER agrees to notify TARGET within 24 hours of any change in CARRIER's safety rating. The CARRIER is solely responsible for all expenses for operating as a CARRIER, including but not limited to all business, equipment and employee licenses, permits, inspection, maintenance, testing, insurance, compensation and taxes.

CARRIER warrants and acknowledges that it possesses full and complete understanding and knowledge of the US DOT's safety programs (including, but not limited to, driver violations and ranking criteria). CARRIER, and its drivers shall at all times meet safety standards sufficient to enable CARRIER to (a) operate without US DOT intervention or restriction; (b) obtain and maintain the insurance coverage required by this Agreement; and (c) be and remain competitive with similarly situated carriers CARRIER further agrees to (i) immediately notify TARGET in writing if CARRIER has been assigned a "Conditional", "unfit" or "marginal" rating in any area of their safety and compliance performance; and (ii) to reject and not otherwise accept the transport of any freight offered by TARGET during such time as CARRIER is so rated.

5. INDEMNIFICATION: CARRIER agrees to pay, indemnify, defend and hold TARGET and TARGET's Customer harmless against any and all loss, damage or delay claims which are in any way caused, contributed to, or exacerbated by the breach of contract, intentional or negligent acts or omissions or violations of law by CARRIER, its employees, drivers, helpers, contractors, subcontractors or agents, on each shipment tendered to CARRIER pursuant to this Agreement. TARGET shall be entitled to retain, deduct or offset from any freight or other charges owed to Carrier any and all claims, debts or money owed to TARGET or its customers. Carrier further agrees to indemnify, defend and hold TARGET and TARGET's Customer harmless from all and any allegations, claims, liability or costs for injury to persons and/or damage to property which are in any way caused, contributed to or exacerbated by the breach of contract, negligent or intentional acts or omissions, or violations of law by CARRIER, its employees, drivers, helpers, subcontractors, independent contractors or agents, or arising out of CARRIER'S operations hereunder, including but not limited to claims for respondent superior, negligent selection, hiring or supervision of carrier its employees, agents or subcontractors. CARRIER acknowledges that where the loss, injury or damage arises from the underlying breach, acts or omissions of carrier, as opposed to any active or direct breach, act or omission of TARGET or its customers, CARRIER's defense, indemnification and hold harmless obligations are triggered regardless of the form, cause of actions or allegations against TARGET or its customer. Indemnification shall include attorneys' fees and cost, including fees and costs for enforcement of this agreement.

6. TARGET agrees to pay CARRIER at the agreed rate within 30 days of receipt by TARGET of CARRIER'S invoice, and transportation documents, including the signed original bill of lading, proof of delivery or delivery receipt as set forth in the rate confirmation provided to CARRIER prior to shipment, regardless of payment from shipper. CARRIER authorizes TARGET to invoice shipper, receiver, consignor or consignee for freight charges as agent for and on behalf of CARRIER. Upon payment by TARGET to CARRIER, CARRIER assigns all statutory and contractual rights to pursue and collect freight charges from responsible parties. Payment of the freight charges to TARGET shall relieve shipper, receiver, consignor, or consignee of any liability to the CARRIER for non-payment of charges. Rates, additional terms and shipper specific requirements for transportation service may be established through the rate confirmation document, and shall act as an appendix to this Agreement. The rates, terms and shipper requirements set forth in the rate confirmation shall be deemed to be the agreement of the parties for the referenced shipment, and the confirmation deemed part of this agreement unless CARRIER notifies TARGET within 24 hours of any disagreement as to rates and shipment specifications.

7. As per 49 USC 13901(c), Carrier hereby warrants that it is and shall perform the transportation service as a motor carrier under the MC#/DOT# stated above, and that if it violates this warranty, including but not limited to "double brokering" it, and its principals are liable to TARGET for liquidated damages of \$10,000 for each violation plus all valid freight charges, cargo or other claims incurred without regard to amount. TARGET shall also be entitled to its collection and costs of enforcement, interest and attorneys' fees. The liability for claims under this section for unauthorized or "double brokering" shall apply, jointly and severally to any corporate entity or partnership involved; and to the individual officers, directors, and principals of such entities. CARRIER agrees that it will transport all loads tendered to it under its own authority, on equipment owned or leased by it, and use employees or independent contractors under contract with it. If

CARRIER “brokers” a shipment, CARRIER forfeits the right to collect any freight charges, for that or any other shipment and agrees TARGET may pay such charges directly to the underlying carrier. If TARGET pays CARRIER, CARRIER agrees to pay any and all charges relating to the movement of the shipment, and to indemnify and hold harmless TARGET and/or TARGET’s customers from any and all freight charges claimed to be owed to the underlying motor carrier. CARRIER shall settle all cargo claims that arise in connection with shipments under this Agreement as the receiving carrier under 49 U.S.C. §14706 regardless of whether it takes possession of the freight or was the actual carrier.

8. TARGET and CARRIER may agree as to required transit time for each shipment. The parties acknowledge that time is of the essence in the transportation of cargo under this Agreement and that monetary damages may accrue if the goods are not delivered within the time frame(s) specified in the Rate Confirmation, bill of lading or other shipping directives. Nothing in this Agreement shall be construed as requesting or requiring CARRIER to violate the federal safety regulations regarding hours of service set forth at 49 C.F.R. §395 and/or applicable State regulations. Where CARRIER makes pick-up and delivery commitments to TARGET, TARGET reasonably relies on CARRIER’s knowledge and expertise that such transit time is consistent with the safety regulations. Where necessary CARRIER shall employ team drivers and use all other reasonable means to meet its commitments without additional cost to TARGET. Except under Force Majeure circumstances, if CARRIER is unable or unwilling to deliver a shipment at the agreed delivery time, TARGET shall have the option of arranging for alternate transportation at CARRIER’s expense.

Loading time at the shipper to be included in the entire transit time it takes to make safe and lawful delivery of any load; and ALL loading time, regardless as to the time it takes to load, is part of the rate agreement for each load tendered. Any detention to be considered on loading times will only be considered if the delivery date and time needs to be altered as a result of the time it takes to load - and only if that alteration exceeds 180 minutes from the originally scheduled delivery. Detention, if applicable, on delivery will only be considered after 180 minutes from the arrival. In order for TARGET to consider paying detention, CARRIER must make it known to TARGET 90 minutes prior to calculating potential time beyond the 180 minutes referenced above for a request for detention pay.

TARGET customers may, from time-to-time, ask the TARGET to track and trace the status of a load and then update the customer as needed. To perform this service TARGET may use 3rd party tracking services. CARRIER agrees to help provide updates to load status, but acknowledges that TARGET is not tracking the driver or truck, but only the whereabouts of its customers load. TARGET does not and will not exercise any control over the driver or coerce the driver in any way.

9. CARRIER shall not offer rates directly to or perform service directly for any shipper, consignor, consignee or customer of TARGET where (1) the availability of such traffic first became known to CARRIER as a result of TARGET’S efforts, or (2) where the traffic of the shipper, consignor, consignee or customer of TARGET was first tendered to CARRIER by TARGET. CARRIER has the right and obligation to object to any party thereto PRIOR to accepting any shipment. If CARRIER breaches this agreement and “back-solicits” TARGET’S customers, and/or obtains

traffic from such a customer, TARGET is then entitled, for a period of fifteen (15) months after the involved traffic first begins to move, to a commission from CARRIER of 15% of the transportation revenue received on such traffic, as liquidated damages. Termination of this contract shall not affect the enforceability of the foregoing provisions for a period of 15 months after termination.

10. Neither party hereto will be liable for the failure to tender or timely transport freight under this Agreement if such failure, delay or other omission is caused by strikes, acts of God, war, accidents, civil disorder, or through compliance with legally constituted order of civil or military authorities.

11. If a dispute arises out of or relates to this Agreement jurisdiction and venue for suit shall be in the State or Federal court for the State and County in which TARGET is located and CARRIER specifically agrees to personal jurisdiction in those courts. Any modification to the terms and conditions of this Agreement must be in writing and signed by authorized representatives of both parties to be enforceable. This writing represents the entire agreement between the parties. All terms and conditions of this Agreement are contained within the "four corners" of this Agreement. Failure by TARGET to invoke or enforce any or all of the provisions of this Contract shall not constitute a waiver of any or all such provisions, nor shall any assertion or showing of "custom" or "usage" be deemed a waiver of the written terms and conditions contained in this Contract. If any part of this AGREEMENT is held unenforceable, the rest of the AGREEMENT will continue in effect. The persons signing, have actual authority to bind the parties upon those whose behalf they sign.

ADDENDUM TO BROKER-CARRIER CONTRACT

FOOD CARRIERS ONLY FOOD SAFETY MODERNIZATION ACT (FSMA)

In addition to the terms and conditions specified in the Broker-Carrier Contract, the parties agree as follows:

1. Carrier must comply with its legal obligations concerning the safe and secure transportation of food that will ultimately be consumed by humans, including those required by local, state and federal laws and regulations including, but not limited to, the Food Safety Modernization Act (FSMA), the Federal Food, Drug and Cosmetic Act, and the Sanitary Food Transportation Act, collectively (“Food Safety Laws”). Carrier must also abide by the U.S. Food and Drug Administration (“FDA”)’s proposed Rule on the Sanitary Transportation of Food for Human and Animal Food (“Proposed Rule”) upon its enactment and by its effective date for compliance.
2. Carrier will, upon TARGET’s request, provide evidence of the following:
 - a. documented processes to maintain product food safety, including maintaining the requisite temperature control for food subject to the shipper’s temperature control requirements during transport,
 - b. transportation traceability, including information regarding:
 - (i) previous cargos hauled in bulk or other vehicles offered for transportation of food;
 - (ii) maintenance and intervening cleaning procedures for docks, vehicles and other equipment; and
 - (iii) the appropriate training process for each person under Carrier’s supervision or control, involved in the supply chain, and transporting shipments governed by this Addendum.
 - c. for each shipment, evidence that it has not been adulterated and has been transported under sanitary conditions that will protect the product against any temperature abuse or great temperature fluctuations and any physical, chemical, and microbial contamination of the food or the container.

Carrier agrees to maintain all documentation and records related to the transport of shipments governed by this Addendum, including those documenting the safe and sanitary transport of food, for a period of two (2) years following the tender of each shipment.

3. Carrier agrees that food that has been transported or offered for transport, pursuant to this Addendum, under conditions that are not in compliance with the shipper’s instructions as provided to Carrier by the shipper, through TARGET or otherwise, shall be considered “adulterated” within the meaning of the Federal Food, Drug and Cosmetic Act, 21 U.S.C. § 342(i). Carrier understands that adulterated shipments may be refused by the consignee or receiver, upon their delivery, at destination.
4. Proving “chain of custody” is incumbent on the Carrier and as such Carrier agrees that all loads will be sealed at the point of origin and remain sealed until broken at the point of destination. Pursuant to item 3 above, any load that is not sealed will be also considered “adulterated”. Should

a load be refused due to a missing seal, Carrier agrees to liability for full loss, less any salvage value. Refusal of any said claim by Carrier's insurer, does not relieve carrier of liability.

5. Carrier agrees that TARGET is not responsible for and shall in no way be held liable to Carrier for Carrier's or any shipper's, consignee's or receiver's obligations or failure to adhere to their respective obligations under the laws and regulations governing the safe and sanitary transport of food for human consumption, including the Food Safety Laws and Proposed Rule referenced, above, in paragraph 1.

6. Carrier shall defend, indemnify and hold harmless TARGET and TARGET's customers, their respective officers, directors, employees, agents, representatives, vendors and customers against any and all claims, demands, actions, causes of action and/or liabilities (actual, potential, threatened or pending) judgments, fines, penalties, orders, decrees, awards, costs, expenses, including attorneys' fees, settlements and claims on account of Carrier's failure to adhere to the requirements of the Food Safety laws and Proposed Rule as further defined in paragraph 1, above, or tender of adulterated food product to the consignee or receiver.

7. Termination of this Addendum shall not release either party from liability which shall have arisen prior to such termination or under the Broker-Carrier Contract. Carrier shall not, other than by reason of cause or causes beyond its control, including but not limited to the authority of laws, strikes, acts of God, riot or other serious civil disturbance threatening violence or the apprehension of danger to persons or property, fail to provide services within forty-eight (48) hours of request

8. This Addendum shall continue in effect until terminated at any time, with or without cause, by the giving by either party to the other of no less than thirty (30) days written notice. This Addendum shall automatically terminate upon termination of the Broker – Carrier Contract of which it is a part.

9. Other than as specifically stated herein, all other terms and conditions of the Broker – Carrier Contract remain in full force and effect. In the event of a conflict between the terms of this Addendum and the Broker-Carrier Contract, the terms of this Addendum shall prevail.

10. This Addendum may be executed in one or more counterparts, each of which is an original but all of which together will constitute one and the same agreement.

IN WITNESS WHEREOF, TARGET and CARRIER are bound by this agreement. CARRIER agrees to be bound by the electronic signature of their authorized representative contained in the Signed Agreement Affidavit, and by doing so, represent and warrant that they accept and agree to the terms contained in this entire agreement and have been or are specifically authorized to execute the agreement on behalf the organization they represent.