



Frayt Logistics Technologies LLC

Welcome to Frayt Logistics Technologies LLC where becoming a Carrier Partner has never been easier!

Our Mission: Bringing simple, professional, on-demand shipping to everyone.

Set to move the industry into a new standard of speed, professionalism and simplicity, Frayt is the future, a bold new future. Let's go!

Broker Contacts:

Primary phone number 513-698-8091

Primary email address carriers@frayt.com

MC 1095959

USDOT 3403505

Physical address:

Frayt Logistics Technologies LLC

1435 Vine St.

Cincinnati, OH 45202

Carrier to email all documents to carriers@frayt.com each as separate PDF:

Current Insurance Certificate(s)

Naming Frayt Logistics Technologies LLC as the Certificate Holder at address below:

Frayt Logistics Technologies LLC

1435 Vine Street

Cincinnati, OH 45202

Minimum requirements: General Liability \$1,000,000 Auto Liability \$1,000,000 Cargo Liability \$100,000

Complete the Broker Carrier Agreement – must be signed by an officer of the company (use black or blue ink only).

Email carriers@frayt.com completed and signed Agreement with your carrier packet containing the following supporting documents:

- Signed Agreement
- Carrier Profile Page
- Federal Operating Authority document
- IRS Form W-9
- Carrier current Insurance Certificate naming Frayt Logistics Technologies LLC as a certificate holder

Carrier Billing Department Notice:

- Frayt Logistics Technologies LLC will identify tenders by the Match number provided at time of acceptance. Do not mail your invoice or PODs. Please email pictures/documents to carriers@frayt.com with the Match number in the subject line.
- As a condition to payment Carrier's Driver shall provide Broker with a clear and legible image of the signed Bill of Lading (BOL) or other signed Proof of Delivery (POD) on Broker's Electronic Platform at time of Match completion. In the event the driver is unable to upload a picture of the BOL/POD at time of delivery please email image to carriers@frayt.com immediately upon receipt with the Match number in the subject line.



Frayt Logistics Technologies LLC

Broker Carrier Agreement

THIS BROKER-MOTOR CARRIER AGREEMENT (this "Agreement") is made and entered into on this Effective Date ___/___/_____, by and between Frayt Logistics Technologies LLC, a Ohio Limited Liability Company (Broker) and Carrier Name _____, a (corporation, limited liability company, etc.) _____, organized in the State of _____ is entered into for the purpose of specifying the terms and conditions under which Broker will engage Carrier to perform motor contract carriage and related services for Shippers (the "Services"), and under which Carrier will render those Services. Carrier and Broker shall be referred to as "Party" individually, or "Parties" together within this agreement.

Broker represents and warrants that it is duly registered with FMCSA as a property transportation broker under License MC-1095959 issued by the Federal Motor Carrier Safety Administration (FMCSA). Frayt Logistics Technology LLC is not a motor carrier and confirms that it has entered into this Agreement as a property broker and acknowledges and agrees that the FMCSA regulations prohibit Broker from representing its operations as being those of a motor carrier.

Carrier is authorized to operate in interstate commerce as a motor carrier pursuant to Permit Number (MC) _____, to transport general commodities, and further engages in the business of providing intrastate motor carrier services. The relationship of Carrier to Broker is that of an independent contractor. Under no circumstances shall employees or agents of Carrier be deemed employees or agents of Broker or Shipper, nor shall Broker or Shipper be liable for any wages, fees, payroll taxes, assessments or other expenses relating to employees or agents of Carrier.

In consideration of the mutual promises, agreements and conditions contained herein, the Parties agree as follows:

1. Scope of Services

- a. This Agreement applies to Carrier's performance, as Broker may from time to time require surface transportation and related services for Broker and for Broker's shipper (customer) with respect to property tendered by or on behalf of a Shipper to Carrier (each such tendered Shipment, a "Match"). Carrier acknowledges that its Shipper customers have delegated to Broker, which is acting as an intermediary on behalf of such Shippers, working control over each Match for the purpose of arranging for Carrier's transportation services as contemplated by this Agreement. Pursuant to separate agreements between Broker and its Shipper customers, Broker is acting on behalf of the applicable Shipper for the selection of motor carriers and for the arrangement of transportation and related services by motor carriers. Pursuant to this Agreement and the separate agreements between Broker and its Shipper customers, Broker will receive, process and pay to Carriers the freight bills for the Match rendered to Carrier pursuant to this Agreement.
- b. Carrier agrees to transport Matches in accordance with the pickup and delivery schedules as communicated by Broker and in accordance with the terms and conditions of this Agreement. Carrier further agrees it is legally bound to deliver all Matches safely. Carrier and its Drivers are

accountable for ensuring Shipments are transported in a timely manner, are not damaged in transit, and determining the appropriate route for transportation.

- c. Navigational routes that Broker presents to the Carrier or its Drivers are optional. Carrier provides access to the Broker's mobile application platform to its Drivers, any directions, instructions, or other information provided through the Broker's mobile application or electronic platform. On behalf of itself and its Drivers, Carrier agrees to grant Broker authorization to track the location of Drivers by tracking location of Drivers' devices and to share such location information with the Shipper and associated third parties. Match tracking is enabled during the Match movement from the Driver's device and disabled at time of delivery. All Matches Broker offers Carrier for transportation under this Agreement shall proceed pursuant to Carrier's operating authority even if the Drivers assigned the Shipments have their own separate FMCSA-operating authorities.
- d. Carrier agrees it will not double broker, re-broker, assign or interline any Match to another motor carrier in whole or in part. Carrier acknowledges the foregoing prohibition is necessary to ensure Broker of the authority, safety and insured status of all motor carriers transporting Matches brokered by Broker. If Carrier breaches this prohibition, Carrier acknowledges and agrees Broker will be relieved of all responsibility for compensating Carrier for the applicable shipment and Carrier further agrees to reimburse and indemnify Broker for all costs, liabilities and expenses incurred by Broker as a result of Carrier's breach of this prohibition, including any incidental or consequential damages. Carrier acknowledges that the performance of services contemplated by this Agreement creates no relationship of joint venture, partnership, limited partnership, agency, or employer-employee between Carrier and Broker, and Carrier acknowledges that no other facts or relations exist that would create any such relationship with Broker. Carrier acknowledges no right of authority to assume or to create any obligation or responsibility on behalf of Broker or its customers, except as provided by written agreement acknowledged by Broker.
- e. Broker shall not ask or in any way pressure Carrier to violate any federal, state or other applicable law with regards to the performance of the Services. Carrier further agrees if any delay interferes with the timely delivery of any Match, Carrier will promptly notify Broker of the occurrence of such delay.
- f. Neither Party intends to give the other Party any exclusive rights or privileges under this Agreement. Except as otherwise stated in this Agreement, either party may contract with or otherwise provide service to any other motor carrier, broker, other intermediary or shipper.

2. Rates, Charges, Terms and Conditions for Services

- a. Rates and Charges - Carrier shall be bound to the rates and charges set forth in the Electronic Rate Confirmation, provided by Broker to Carrier electronically or otherwise, (collectively, "Rate Confirmation") as its sole and exclusive compensation for rendering the Services. No Match tendered by Broker to Carrier within the geographic and commodity scope of this Agreement shall be subject to rates or charges set forth in any tariff or rate schedule maintained by Carrier. Carrier hereby agrees that any Match accepted by any of its Carrier Personnel on Broker's electronic platforms including mobile applications, websites or otherwise (collectively "Broker's Electronic Platforms") shall be subject in all respects to this Agreement at the rates and charges specified on Broker's Electronic Platform and shall constitute an Agreement between the Parties regarding the rates and charges of the applicable Match payable to Carrier under this Electronic Rate Confirmation. Carrier may elect to designate to Broker certain Carrier Personnel who are

authorized to accept Matches on behalf of Carrier on any of Broker's Electronic Platforms under this Agreement. Carrier agrees to notify Broker electronically or as otherwise specified immediately of any changes to Carrier Personnel so designated and agrees that Broker may rely on such Carrier Personnel for acceptance of Matches made available to Carrier on any of Broker's Electronic Platforms. Failure to notify Broker of such changes to designated Carrier Personnel in a timely manner is the sole responsibility of the Carrier.

- b. Invoicing and Payment - As a condition to payment Carrier's Driver shall provide Broker with a clear and legible image of the signed Bill of Lading (BOL) or other signed Proof of Delivery (POD) on Broker's Electronic Platform at time of Match completion. Broker pays Carrier's invoice within (30) days of Broker's receipt of Proof of Delivery. Carrier agrees to accept all payments from Broker via bank wire transfer (ACH). Broker is responsible for invoicing Shippers for Carrier's charges and Broker's commissions or other fees, and to take necessary measures to collect such invoices. It shall be Broker's responsibility to remit charges owed to Carrier within the time periods set forth above.
- c. Pricing Disputes - If Carrier alleges underpayment of applicable rates and charges by Broker, or if Broker alleges overcharges, overcollection or receipt of duplicate payments by Carrier, notice of such claims must be given in writing by the aggrieved Party to the other Party within (180) days after delivery or the first attempted delivery of the involved Match(s) by Carrier. The Party receiving such claim shall process it in accordance with the provisions codified at 49 C.F.R. Part 378 of the Effective Date of this Agreement. Any civil action or arbitration proceeding with respect to such claim shall be filed within (18) months after delivery or the first attempted delivery of the involved Match(s) by Carrier.
- d. Operating Authority - Carrier will obtain and maintain in force at its sole expense all licenses and permits of any sort necessary for the performance of Services pursuant to this Agreement. Carrier represents and warrants all such authorizations are and will remain in full force and effect throughout the term of this Agreement. Carrier will notify Broker immediately if its operating authority is revoked, suspended or rendered inactive for any reason. Carrier further represents and warrants that it has a "Satisfactory" or "Unrated" safety rating issued by the FMCSA and will notify Broker in writing immediately if its safety rating changed. Furthermore, Carrier will comply with applicable federal, state, and local laws, rules, regulations and ordinances relating to the services to be provided pursuant to this Agreement. Carrier is accountable for fines or fees imposed or assessed against the Carrier's equipment, the products constituting a Match or the Carrier by any governmental agency as a result of any action by Carrier in the implementation of Services under this Agreement.
- e. Equipment and Drivers - Carrier will provide at its sole expense all necessary accommodations and motor vehicle equipment for use in performing transportation and related services to Broker's Shipper customers. Carrier will maintain such equipment in good and efficient condition. Carrier represents and warrants that each driver utilized is fully qualified, properly licensed and is fully informed concerning their responsibilities for the security and protection of the Match transported under this Agreement.

3. Cargo Liability

- a. Except as otherwise provided herein, the Carrier's liability for cargo loss or damage shall be governed by the provisions of 49 U.S.C. § 14706 (Carmack). Claims for loss of or damage to cargo

shall be filed and processed in accordance with 49 C.F.R. Part 370 as in effect on the Effective Date of this Agreement. Any claim for freight loss or damage may be filed by Broker on behalf of its Shipper customer or by the Shipper directly with Carrier. Carrier assumes liability for loss, theft, delay, damage or destruction of any property included within a Match transported pursuant to this Agreement while said property is under Carrier's care, custody or control. Carrier's liability for loss or damage to any property will begin at the time the property is received by Carrier and a receipt or BOL is issued at the point of origin, and will continue until the property is delivered to the designated consignee and the receipt or BOL is signed by the consignee at the point of destination. All cargo claims will be administered by Carrier with no recourse to Broker.

- b. Carrier shall be liable for the full invoice value of the cargo lost, damaged, delayed, or destroyed, but shall not be liable for any related costs or fees, including consequential or incidental damages, unless Shipper requires Carrier to be liable for such related costs or fees in its shipper-broker agreement with Broker or otherwise. In the event of an accident, Carrier shall be responsible for securement, cleanup and disposal of cargo as directed by Shipper. Carrier shall acknowledge and pay, decline or make a firm compromise of settlement within (60) days after receipt of a claim. Carrier and Broker shall cooperate with each other and with Shipper investigating any claim for cargo loss, damage, delay, or destruction. Claims must be filed and litigation on such claims commenced within the minimum time frame as permitted in 49 U.S.C § 14706(e).
- c. When a Match is refused by the consignee, or Carrier is unable to deliver it for any reason, Carrier's liability as a warehouseman will not begin until Carrier has placed the property in a public warehouse or other storage facility under reasonable security as instructed by Shipper or Broker acting on Shipper's written consent.
- d. The terms of this Agreement and any addendums thereto shall apply to all shipments tendered to Carrier within Section 1. Scope of Services and shall take precedence over any conflicting terms contained in any bill of lading, receipt or other transportation document issued for all shipments tendered by a Shipper within the Scope of Services. Carrier agrees that a Shipper's insertion of Broker's name as the "carrier" on a bill of lading will be for the Shipper's convenience only and will not change Broker's status as a property broker or Carrier's status as a motor carrier.

4. Insurance

- a. Carrier will provide and maintain in force during the term of this Agreement at the sole expense of Carrier the following minimum insurance:
 - i. Commercial General Liability insurance, including public liability and property damage insurance in the minimum amount of One Million Dollars (\$1,000,000) per occurrence.
 - ii. Commercial Automobile Liability insurance including owned, hired and non-owned coverage in the minimum amount of One Million Dollars (\$1,000,000) per occurrence.
 - iii. Cargo insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000) per occurrence., and
 - iv. Workers' Compensation and Employer's Liability insurance as required by all applicable workers' compensation laws, at limits of the state in which the work is to be performed or containing an all-state endorsement and embracing a waiver of subrogation.

- b. All insurance policies required by this Agreement shall, as applicable, be primary and shall waive subrogation and contribution against Broker and Shipper. Carrier represents and warrants there are no exclusions or limitations under any such policies that would prevent coverage for any liability assumed by Carrier under this Agreement. Carrier shall furnish to Broker written certificates obtained from the insurance carrier showing that such insurance has been procured, is properly maintained, and indicating the expiration date. Carrier shall provide Broker written notice of cancellation or material modification of the policies at least thirty (30) days prior to such cancellation or modification. In addition, Broker and Shipper shall be named, included or added as additional insured on Carrier's Commercial General and Automobile Liability policies and Shipper as loss payees on the Cargo policy as supported by an endorsement on the certificates of insurance. Upon request of Broker, Carrier shall provide Broker with copies of the applicable insurance policies.

5. Indemnification

Except to the extent caused by the negligence or intentional acts or omissions of Broker or its Shipper customer, Carrier will indemnify, defend and hold harmless Broker and its Shipper customer from and against any loss, damage, cost, expense, liability or claim including reasonable attorney's fees and other costs of defense caused by or arising from or incident to the services provided by Carrier pursuant to this Agreement, including but not limited to the following:

- i. Personal injury or death of persons (including without limitation, employees of Broker and its customers)
- ii. Damage, destruction or conversion of the property of any person, theft or embezzlement by Carrier or its employees
- iii. Carrier's failure to comply with any state and federal laws, rules or regulations or
- iv. Any claim arising out of or relating to Carrier's failure to comply with any term or condition of this Agreement.

EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER AND CARRIER SHALL NOT BE LIABLE TO SHIPPER OR INDEMNIFY BROKER FOR ANY LIABILITY TO SHIPPER FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES (SUCH AS, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF MARKET, LOSS OF CUSTOMER GOODWILL, ASSEMBLY LINE SHUTDOWNS, OR PUNITIVE OR EXEMPLARY DAMAGES), REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES SOUNDS IN CONTRACT, TORT, BREACH OF WARRANTY, CONSUMER FRAUD, OR OTHERWISE.

6. Confidentiality; Back-Solicitation

- a. In addition to Confidential Information protected by law, statutory or otherwise, the Parties agree that all their financial information and that of their customers, including but not limited to any Shipper, consignor, consignee, receiver or Customer of Broker for whom Carrier has performed motor carrier transportation services for as part of, or as a result of, this Agreement, as well as personal customer information, customer shipping or other logistics requirements shared or learned between the Parties and their customers, shall be treated as Confidential, and shall not be disclosed or used for any reason without prior written consent.
- b. In the event of violation of this Confidentiality paragraph, the Parties agree that the remedy at law, including monetary damages, may be inadequate and that the Parties shall be entitled, in addition to any other remedy they may have, to an injunction restraining the violating Party from

further violation of this Agreement in which case the prevailing Party shall be liable for all costs and expenses incurred, including but not limited to reasonable attorney's fees.

- c. During the term of this Agreement and for a period of twelve (12) months after termination of this Agreement, Carrier will not accept freight from any Shipper when: 1) the availability of such freight first became known to Carrier as a result of Broker's efforts or 2) the traffic of the Shipper was first tendered to Carrier by Broker. The obligations in the prior sentence shall not prevent Carrier from participating in and accepting awards through a formal bid process. Broker shall not use Carrier's name or identity in any advertising or promotional communications without written confirmation of Carrier's consent. Carrier shall not use Broker's or the Shipper's name or identity in any advertising or promotional communications without written confirmation of Broker consent.

7. Miscellaneous

- a. Term and Termination – 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 increments, 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.
- b. Governing Law – Except to the extent that the application of such laws is prohibited by the provisions of 49 U.S.C. § 14501 (c) or other law, this Agreement shall be interpreted in accordance with the laws of the State of Ohio, Hamilton County, disregarding any choice-of-law principle under which that State would look to the laws of another jurisdiction. Each Party expressly waives any right it may have to a jury trial in any proceeding existing under or relating to this Agreement.
- c. Notices – All notices or other communications required or permitted by this Agreement shall be effective upon receipt; shall be in writing; and shall be personally delivered, or mailed by registered or certified mail, return receipt requested, or sent by an overnight delivery service that provides proof of delivery as follows:

If to Broker: Frayt Logistics Technologies LLC, 1435 Vine Street, Cincinnati, OH 45202, Attn: President, CEO and must provide a copy (PDF) to: carriers@frayt.com

If to Carrier:

Name of Carrier _____

Physical address _____ City _____ State _____ Zip _____

Attn _____ Email _____

- d. Entire Agreement/Amendments – This Agreement represents the entire agreement and understanding of the Parties regarding its subject matter. No prior understandings or agreements of the Parties, whether written or oral, nor any documents not specifically incorporated into this Agreement, nor any course of conduct of the Parties before or after the Effective Date of his Agreement, shall have the effect of modifying the Parties' rights and obligations under this Agreement in any way. This Agreement may not be amended or modified except by written agreement between Broker and Carrier signed by a duly authorized representative of each Party

except as provided in Article 2.(a) with regard to changes in Designated Contact Information and listings, no amendment to this Agreement shall be valid unless it is set forth in writing, is marked with a unique amendment number, specifies the articles, sections, specifies an effective date for the amendments, and is signed by Designated Contacts of both Parties.

- e. Severability – 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.
- f. Waiver – Broker and Carrier expressly waive all such rights and remedies under the ICC Termination Act of 1995, in accordance with 49 U.S.C. § 14101(b), for the transportation covered under this Agreement, except to the extent otherwise stated herein. Nothing in this Agreement will be construed as waiving any provision of federal law governing Carrier’s compliance with all statutory registrations, insurance and/or safety requirements.
- g. Successors and Assignments – This Agreement shall be binding on, and shall inure to the benefit of, both Parties as well as their respective successors and permitted assigns. The Parties agree that Broker’s Shipper customers are intended third-party beneficiaries of this Agreement entitled to the benefits of Carrier’s obligations of performance. Assignment of this Agreement by either Party requires Prior Notice and Consent by the other Party. Neither Party will sell, assign or transfer, whole or in part, any right, interest, duty, responsibility, agreement or obligation contained in this Agreement without prior written consent of the other Party, which will not be withheld or delayed unreasonably. Any such intended assignment or transfer by a Party without the other Party’s prior written consent, will be null and void and of no force or effect, and will vest no rights or interests in the purported assignee or transferee.
- h. Counterparts – This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together will constitute one single Agreement.
- i. Force Majeure; Legal Restraint – If either Broker or Carrier is prevented from or delayed in performing any of its obligations under this Agreement by reason of statutes, regulations or orders of a governmental entity, including actions taken by a court or by law enforcement officials, or because of war, terrorism, acts of God, labor disturbances, civil unrest, or any cause beyond the reasonable control of such Party, that Party shall not be liable to the other Party for damages by reason of any delay or suspension of performance resulting from such legal restraints or force majeure.
- j. Dispute Resolution – Having entered into this Agreement in good faith, the Parties agree that the terms and procedures set forth shall be controlling if a dispute arises regarding its application or interpretation.

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Signature page

Wherefore, the Parties have executed this instrument as their legally binding Agreement as of the Effective Date.

Broker:

Frayt Logistics Technologies LLC

1435 Vine Street, Cincinnati, OH 45202

Primary phone 513-698-8091 Primary email carriers@frayt.com

Designated Contact:

Signature _____

Name (printed) _____ Date ____/____/____

Carrier:

Carrier legal name _____

Designated Contact (printed) _____ Title _____

Physical Address _____ City _____ State ____ Zip _____

Primary phone _____ ext. _____ Email _____

Designated Contact

Signature _____ Date ____/____/____