

## Freight Broker Agreement Terms and Conditions

The Customer ("Customer") and Synchrologistics, LLC, a Georgia limited liability company ("Synchrologistics"), hereby agree as follows:

1. Parties. Customer is a Shipper and/or Consignee of certain goods it wishes to have transported. Synchrologistics is a 3PL. Synchrologistics is not acting as either a Motor Carrier, or a Common Carrier within the meaning of USC Title 49. Synchrologistics contracts with various freight carriers ("Carriers") on behalf of the Customer for the purpose of obtaining discounted rates for transportation. Synchrologistics reserves the right, in its sole discretion, to refuse any shipment at any time. Synchrologistics and the Customer may be collectively referred to as the "Parties" or individually either may be referred to as "Party" in this Agreement.
2. Conflict. In the event of a conflict in the terms of this Agreement and an applicable Tariff ("Tariff") then in effect with a selected carrier, in every instance the Tariff shall take precedence and control in the interpretation of the rights and obligations of the Parties. If no conflict exists with respect to the Carrier's Tariff this Agreement shall control. Customer is responsible for requesting and reviewing Tariffs in effect with a designated Carrier. Synchrologistics is not obligated to provide copies of Tariffs, or any information contained therein to Customer.
3. Bills of Lading. The Customer shall use Synchrologistics' system-generated Bill of Lading ("BOL"). The Customer shall cause to be completed all the appropriate documents required for carriage, in light of the services being sought and the pick up or destination requested. In the event the Customer fails to timely and properly complete the appropriate documents, the Customer hereby instructs Synchrologistics, where permitted by law, and Synchrologistics may at its option, but without obligation, complete, correct or replace the documents for them at the expense of the Customer. If a substitute form of BOL is needed to complete delivery of this shipment for any reason and Synchrologistics completes that document, the terms of the completed BOL will govern and Synchrologistics will be exonerated from all liability for undertaking such actions on behalf of the Customer including specifically liability for, in whole or in part, negligence by Synchrologistics. All Bills of Lading are non-negotiable and have been prepared by the Customer or by Synchrologistics on behalf of the Customer in accordance with the Customer's instructions and approved by the Customer and shall be deemed conclusively, to have been prepared by the Customer. The Customer is required to provide the BOL to the Carrier designated by Synchrologistics. Any failure to provide the proper BOL to the designated Carrier shall render the entire transaction void ab initio. Synchrologistics shall have no obligation to make any payments or honor any rate quotes in any of the following instances: (i) the unauthorized alteration or use of bill of lading, (ii) the tendering of shipments to any carrier other than that designated by Synchrologistics, or (iii) the use of any bill of lading not authorized or issued by Synchrologistics.
4. Customer Representations and Warranties to Synchrologistics. The Customer represents and warrants that at all times during the term of this Agreement, it will be in compliance with all applicable laws, rules, and regulations ("Laws") including applicable Laws relating to customs, import and export required by country to, from, through or over which the shipment may be carried. The Customer agrees to furnish such information and complete and attach to the BOL such documents as are necessary to comply with such Laws. Any individual or entity acting on behalf of the Customer in scheduling shipments or undertaking any other performance hereunder warrants and represents that he, she or it has the right to act on behalf of and legally bind the Customer. Synchrologistics assumes no liability for any loss or expense due to the failure of the Customer to comply with this paragraph and Customer shall indemnify and hold Synchrologistics harmless for

any claims or damages resulting from violation of this paragraph, including attorney's fees and costs.

5. Payment. All charges are payable in US Dollars and are due and payable thirty (30) days from the date of billing (Net 30). Past due payments shall be subject to an additional charge at the rate of 1.5% per month of the average outstanding balance due, or the highest rate of interest permitted by applicable law, whichever is less. All funds received by Synchronistics will be applied to the oldest (based on pick-up date) invoiced BOL that is outstanding. Overpayments do not accrue interest. Customer management and ownership hereby provides a personal guarantee of outstanding amounts that will survive any business bankruptcy. In the event this Agreement is placed by Synchronistics in the hands of an attorney or collection agency for collection, Customer agrees to pay, in addition to the account balance, all collection costs including reasonable attorney's fees (including such fees and costs incurred in the successful defense of any cross claim or counterclaim brought against Synchronistics).
6. Credit Approval. Payment terms and credit limits are subject to credit approval, which shall be determined from time to time, in the sole and absolute discretion of Synchronistics. The Customer grants Synchronistics the right to perform such credit and background searches as Synchronistics deems necessary. When paying by credit card or electronic funds, the Customer agrees it will be responsible for all charges due and owing, including any adjustments on account of such Customer's shipment. The Customer authorizes Synchronistics to charge the Customer's credit card or bank account for any charges including credit card transaction fees.
7. Determination of Charges. The Customer shall be liable for all charges payable on account of such Customer's shipment. Such charges may include transportation, fuel and other applicable accessorial charges, all adjustments issued by the carrier(s) after the shipment, and all duties, customs assessments, governmental penalties, fines and taxes. Synchronistics reserves the right to amend or adjust charges and to re-invoice the Customer, and customer shall be liable for all such charges, in the following events: (i) if the original quoted amount was based upon incorrect information provided by the Customer, (ii) if additional services by the carrier were required, or (iii) if the Customer authorized the carrier to perform the pickup, transportation and delivery functions other than as contemplated by the BOL. Any disputes by Customer of any invoice issued by Synchronistics shall be made in writing, specifically indicating the nature of the dispute and received by Synchronistics at their offices within 30 days from the date of the invoice. In the event Synchronistics does not receive timely written notice of the dispute, the charges will be conclusively presumed to be valid. Customer authorizes Synchronistics to advise third parties of asserted liens and to hold possession of any shipment against which a lien is asserted.
8. Lien. Synchronistics shall have a lien on the freight that is shipped for all sums due to Synchronistics relating to this shipment or any other amounts owed by Customer. Customer grants Synchronistics the authority to contact the Shipper, Consignee, Customer or other Party for any shipment where Customer has an unpaid balance in order to pursue payment of said balance. Customer acknowledges that its own refusal to pay outstanding balances shall obligate its Shipper, Consignee, Customer or other Party to make payment on Customer's behalf.
9. Claims.
  - a. Limitations of Liability. Synchronistics is not liable for any loss, damage, misdelivery or non-delivery caused by: (i) the act, default or omission of a Carrier, the Customer or any other party who claims interest in the shipment, or (ii) the nature of the shipment or any defect therein, or (iii) a violation by the Customer of any provision of this Agreement, the BOL, the carrier's Tariff, including, improper or insufficient packing, securing, marking

or addressing or (iv) failure to observe any of the rules relating to shipments not acceptable for transportation or shipments acceptable only under certain conditions, or (v) acts of God, perils of the air, public enemies, public authorities, acts or omissions of Customs or quarantine officials, war, riots, strikes, labor disputes, shortages, weather conditions or mechanical delay or failure of vehicles, aircraft or other equipment or (vi) the acts or omissions of any person other than employees of Synchronistics; or (vii) the selection of carrier for a particular shipment. Customer acknowledges that in order to provide competitive rates for the services, that the parties have agreed as a material term of this Agreement that the burden of any loss or damage incurred as a result of Synchronistics' alleged liability has been shifted to the Customer, and that in any event the maximum amount of Synchronistics' liability is limited to the fees that Synchronistics has earned with respect to the subject shipment. Customer specifically acknowledges that Synchronistics shall have no liability for negligent acts or omissions of its employees except to the extent such actions or omissions constituted gross negligence.

- b. Time Limits to Commence Recovery Action.
    - i. Freight Claims: Customer must file claims for cargo loss or damage with Synchronistics within nine (9) months from the date of such loss, shortage or damage, which for purposes of this Agreement shall be the delivery date or, in the event of non-delivery, the scheduled delivery date. Customer must file any civil action against Carrier in a Court of Law within two (2) years from the date the Carrier or Synchronistics provides written notice to Customer that the carrier has disallowed any part of the claim in the notice. The carriers' cargo liability for any one shipment shall not exceed \$100,000 unless Synchronistics is notified by Customer of the increased value prior to shipment pickup and with reasonable advance notice to allow Synchronistics and/or the carrier to procure additional insurance coverage. Synchronistics shall assist Customer in the filing and/or processing of claims with the Carrier so long as Customer provides certain requested documentation within the time requirements stated for the type of damage. If payment of claim is made by Synchronistics to Customer, Customer automatically assigns its rights and interest in the claim to Synchronistics so as to allow Synchronistics to subrogate its loss. In no event shall Synchronistics or Synchronistics' Carrier be liable to Customer or anyone else for special, incidental, or consequential damages that relate to loss, damage or delay to a shipment.
    - ii. Concealed Damage: Concealed damage/shortage claims are the damages and/or shortages that were not noted on the Delivery Receipt upon delivery and/or not noticed until packaging was opened and packaging was un-harmed. If concealed claims are not reported to the carrier within three (3) business days from the date of delivery and in writing, Synchronistics' claims department will be unable to file the claim. Customer agrees to keep/retain all freight/packaging until the claim is resolved entirely. Disposal without written permission from the Carrier will result in an instant declination.
10. Insurance. The Customer will look solely to insurance provided by the carrier for damage to goods in transit. Each carrier's governing Tariff will determine the standard liability cargo insurance coverage offered on any shipment, subject to any exception value. If the shipment contains freight with a predetermined exception value, as determined by the selected carrier, the maximum exception liability will override the liability coverage otherwise provided by the Tariff. The Customer acknowledges a claim for damages does not relieve it for payment under the terms of this Agreement. Timely payment is a condition precedent to the processing of a damage or

insurance claim. All freight cargo claims should be submitted immediately to Synchronlogistics claims department to help ensure timely resolution. Synchronlogistics will attempt to assist in the resolution of freight claims, but has no responsibility or liability therefore. Where a damage claim is submitted with carrier on behalf of Customer, Synchronlogistics has a lien on any amounts recovered to the extent of open past due invoices on the Customer's account Synchronlogistics may have optional Shippers Interest Contingent Cargo Liability Insurance ("Third Party Insurance") available for purchase by the Customer. Customer explicitly acknowledges that Synchronlogistics has no responsibility or liability with respect to the issuance or denial of Third Party Insurance or in the payment or denial of claims.

11. Disclaimer of Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, SYNCHROLOGISTICS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO SHIPMENTS, WAREHOUSED GOODS, ITEMS IN TRANSIT OR DELIVERIES OR WITH REGARD TO THE INFORMATION PROVIDED ON THIS WEBSITE OR SERVICES RELATED TO TRANSACTIONS CONDUCTED ON THIS WEBSITE. SYNCHROLOGISTICS CANNOT GUARANTEE DELIVERY BY ANY SPECIFIC TIME OR DATE. IN NO EVENT, SHALL SYNCHROLOGISTICS BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES RELATING TO LOSS OF PROFITS OR INCOME, WHETHER OR NOT SUCH DAMAGES WERE REASONABLY FORESEEABLE.
12. Rates. Less than Truckload" Rates ("LTL") rates are based on the freight class as determined by the National Motor Freight Classification ("NMFC") and are weight based. All displayed transit times are estimates only and do not include day of pickup. LTL pickup dates are not guaranteed. Truckload rates ("TL") rates are based on Dock Door Pickup/Dock Door Delivery and Shipper Load/Consignee Unload and are state to state and mileage based. Additional fees may apply for charges including, Tractor Detention, Trailer Detention and Driver Assistance. Customer must tender this load to carrier at the agreed upon rate, or pay a \$ 150.00 "truck ordered, not used" penalty. Air Freight rates are based on the greater of actual or dimensional weight. If an Air Freight shipment contains oversize freight, additional charges and transit days may apply. Van Line rates are driven by state to state/mileage, weight (actual or density) and commodity/product type. Flatbed rates are based on equipment type, state to state/mileage and weight. If a flatbed shipment contains oversize freight, additional charges and transit days may apply. All displayed transit times are estimates only and do not include day of pickup. Pickup dates are not guaranteed.
13. Guaranteed Services. Synchronlogistics will provide LTL Guaranteed Services for additional charge, if requested by the Customer. LTL delivery times generally do not begin to run until the day after the pickup of the shipment, except as otherwise noted by the carrier selected. Guaranteed Service transit times do not include holiday and/or "no service" days as defined by the individual carrier. The Customer is liable for all charges related to the shipment. In the event of a carrier's failure to comply with the guaranteed service requested, the Customer shall have fourteen (14) days from the actual delivery date of shipment to deliver a written claim request. If Synchronlogistics does not timely receive a claim request within said fourteen (14) days, the service provided by the LTL carrier will be deemed to have met all guaranteed service standards and the claim request will automatically be considered invalid and denied. In the event of the carrier's failure to comply with the guaranteed service requested and after the carrier has agreed to liability and has paid the amount awarded to Customer to Synchronlogistics, Synchronlogistics will credit the account of the said Customer with such amount awarded and paid by the carrier. In no event shall Synchronlogistics be liable nor will any account be credited if the Customer does not use Synchronlogistics' BOL.

14. Attorney Fees. Should any proceeding (including arbitration) or litigation be commenced between the Parties hereto concerning the terms of this Agreement, or the rights and duties of the Parties hereto, the prevailing party in such proceeding or litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for the prevailing party's attorneys' fees.
15. No Back Solicitation. Unless otherwise agreed in writing, Customer or any Customer affiliate shall not, directly or indirectly, knowingly use any Carrier or Carrier affiliate for the shipment of Customer's freight without using Synchrogistics as the freight broker for such shipment if such Carrier was introduced to the Customer or first used by Customer through its relationship with Synchrogistics. This restriction on back solicitation shall continue for a period of twelve (12) months following the delivery of the last Customer shipment for which Synchrogistics was the freight broker. In the event of a breach of this provision, Synchrogistics shall be entitled, for a period of twelve (12) months following delivery of the last Customer shipment for which Synchrogistics was the freight broker, to a commission of fifteen percent (15%) of the gross transportation revenue received by Carrier for such shipment as liquidated damages from the Customer. Additionally, Synchrogistics may seek injunctive relief and in the event it is successful, Customer shall be liable for any costs and expenses incurred by Synchrogistics, including, but not limited to, attorneys' fees.
16. Binding Nature of Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, personal representatives, successors and assigns. Synchrogistics reserves the right to assign delinquent customers to a third party for purposes of collection at its sole discretion. Such third party shall have all rights under this contract regarding liens, fees and charges that Synchrogistics has.
17. Headings. The headings used in this Agreement are used for administrative purposes only and do not constitute substantive matter to be considered in construing the terms of this Agreement.
18. Execution. This Agreement shall become binding upon written acceptance by Synchrogistics of Customer's acknowledgement of its intent to be bound thereby, as evidenced by its designation of acceptance on Synchrogistics' web page or by its execution of the BOL or by acknowledgement by the Customer.
19. No Other Parties to Benefit. This Agreement is made for the sole benefit of the Parties hereto and their successors and permitted assigns. Except as expressly provided herein, no other person or entity is intended to or shall have any rights or benefits hereunder, whether as third-party beneficiaries or otherwise.
20. Remedies. In the event of a breach of this Agreement or any term hereof by any party, the other Party, shall have all rights and remedies available at law, in equity, or under the terms of this Agreement, except as otherwise limited herein.
21. Construction. This Agreement is intended to express the mutual intent of the Parties hereto, and irrespective of the identity of the Party or counsel who prepared this document, no rule of strict construction shall be applied against any Party.
22. Governing Law Forum; Venue. This Agreement is deemed executed, delivered and performed in the State of North Carolina, and the substantive laws of the State of North Carolina and Federal law as applied in North Carolina (without reference to choice of law principles) and specifically excluding the United Nations Convention on Contracts for the International Sales of Goods, shall govern its interpretation and enforcement. Any action brought to interpret or enforce any provisions of this Agreement, or otherwise relating to or arising from this Agreement, shall be commenced

and maintained in the Superior Court or Federal District Court located in the County of Wake in the State of North Carolina and each of the Parties consents to jurisdiction and venue in such court for such purposes.

23. Modification and Waiver. No provision of this Agreement shall be amended, waived or modified except by an instrument in writing signed by the Parties hereto.
24. Materiality. All covenants, agreements, representations and warranties made herein shall be deemed to be material and to have been relied on by the Parties in entering into this Agreement and shall survive the acceptance of this Agreement.
25. Severability. Integration. The inapplicability or unenforceability of any provision of this Agreement shall not limit or impair the operation or validity of any other provision of this Agreement. This Agreement and the documents incorporated into this Agreement by reference, constitutes and embodies the full and complete understanding and agreement of the Parties hereto and supersedes all prior understandings, whether oral or written. No representation, promise, inducement or statement of intention has been made by any Party hereto which is not contemplated by or embodied in this Agreement, and no Party hereto shall be bound by or liable for any alleged misrepresentation, promise, inducement or statement of intention not so set forth.
26. Indulgence Not Waiver. Neither the failure nor any delay on the part of any Party to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any other right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence.
27. Additional Instruments and Acts. The Parties to this Agreement shall execute (with acknowledgment or in affidavit form, if required) any further or additional instruments, and shall perform any acts, which are or may become reasonably necessary to effectuate and carry out the purposes of this Agreement, without the necessity of incurring any additional expense.
28. Interpretation. In this Agreement the singular includes the plural, and the plural the singular; words importing any gender include the other genders; references to "writing" include printing, typing, lithography and other means of reproducing words in a tangible visible form; the words "including," "includes" and "include" shall be deemed to be followed by the words "without limitation."
29. Authority. By execution of this Agreement, the signatories hereto represent and warrant their authority to act in the capacity stated. By execution of this Agreement each Party represents and warrants its right, power and authority to enter into and to perform its obligation under this Agreement.