

## MASTER TRANSPORTATION BROKERAGE AGREEMENT

**THIS AGREEMENT** (the "Agreement"), entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between \_\_\_\_\_ a motor contract carrier as per MC# \_\_\_\_\_, ("CARRIER"), and the following distinct corporate entities, each individual, Universal Truckload, Inc., Universal Dedicated, Ltd., Universal Specialized, Inc., Universal Intermodal Services, Inc., Logistics Insight Corp., and Cavalry Logistics LLC each individually referred to as ("BROKER"). CARRIER and BROKER are referred to individually as a "Party" and collectively as the "Parties."

**Whereas**, BROKER is a licensed property broker in the business of securing freight from underlying shippers and negotiating with common and contract carriers for the transportation of such freight in interstate or intrastate commerce where allowed by authority of CARRIER.

**Whereas**, CARRIER is a motor contract carrier or a common carrier operating in Interstate and/or Intrastate commerce in accordance with authority issued by the Federal Motor Carrier Safety Administration and/or other appropriate governmental authorities.

**Whereas**, BROKER desires to engage CARRIER to perform transportation within the limits of CARRIER's contract operating authorities according to the terms of this Agreement, and CARRIER desire to perform such transportation.

**NOW, THEREFORE**, in consideration of the premises and the covenants and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. The term of this AGREEMENT shall be for a period of one year and will automatically renew year-to-year, until cancelled upon 30 days prior written notice of one party to the other or CARRIER has a period of inactivity of 6 months.
2. CARRIER and BROKER agree that this Agreement is not exclusive and that both CARRIER and BROKER are free to contract with other parties offering the same or similar services subject only to the restrictions set forth in Section 11 below.
3. CARRIER represents and warrants that it is duly and legally qualified to provide the transportation services contemplated herein. CARRIER warrants that all equipment and personnel used in providing the services contemplated herein shall meet all requirements of, and be in compliance with all laws and regulations of the United States Department of Transportation ("DOT") and other federal, state or provincial agencies having jurisdiction over any of the services provided pursuant to this Agreement. CARRIER further represents and warrants that it does not have an unsatisfactory safety rating or out-of-service order issued from the DOT or any other federal, state or provincial governmental agency, and further agrees to comply with all federal, state, provincial and local laws regarding the provision of the transportation services contemplated under this Agreement.
4. BROKER shall provide to CARRIER a confirmation ("Load Confirmation") concerning the load to be transported which may contain the pick-up and delivery dates and times and/or the rate (assuming the shipment is otherwise made in compliance with the Load Confirmation and this Agreement). CARRIER shall transport BROKER's shipments in accordance with the Load Confirmation, by qualified and competent personnel in accordance with good industry practice and standards of care, skill, diligence and practice appropriate in the exercise of reasonable judgment in light of the facts known, or that should have been known, without delay. CARRIER shall immediately notify BROKER of any likelihood of delay or of any incident or circumstance that will prevent or delay the delivery.

5. The rate quoted on the Load Confirmation is contingent upon CARRIER's compliance with the this Agreement, the terms of the Load Confirmation and of all load terms as orally stipulated or written on the Load Confirmation.
6. CARRIER shall obtain from the consignee a complete, signed delivery receipt for each shipment and shall notify BROKER immediately of any exception noted on the document. CARRIER shall send BROKER delivery receipts, bills of lading and rate confirmation no later than 5 days from date of delivery. All bills of lading must be emailed within 48 hours of delivery. Failure to provide the bill of lading within such time period shall result in a \$25.00 daily charge.
7. Each shipment hereunder shall be documented on a Uniform (Straight) Bill of Lading with conditions no more or less favorable to the carrier, shipper or consignee than those contained in the form of Uniform Straight Bill of Lading published as of the time of shipment in the National Motor Freight Classification (N.M.F.C.). The CARRIER shall be named on the bill of lading as the transporting carrier. CARRIER shall ensure that each driver shall sign the CARRIERS's name on every bill of lading evidencing a shipment under this Agreement. Under no circumstances shall CARRIER prepare a freight document which lists BROKER as "Carrier" or "Shipper". Documents for each of BROKERS shipments shall name BROKER as "broker" and CARRIER as "carrier". If there is a conflict between this Agreement and any transportation document related to any shipment, including but not limited to Bills of Lading and Load Confirmation or Rate Confirmation Sheets, this Agreement shall govern. CARRIER agrees to defend, indemnify and hold BROKER harmless from and against any direct, indirect and/or consequential loss, damage, fine, claim liability, judgment, cost and expense, including reasonable attorney's fees, arising from any errors in the bill of lading, including by way of illustration without limitation, the naming of BROKER as "Carrier" or "Shipper".
8. CARRIER shall (i) be liable, without limitation and without regard to the minimum cargo insurance limits set forth herein, for all loss, damage or liability resulting from its transportation of any property arranged for by BROKER hereunder and (ii) shall process all claims for loss, damage or delay of delivery in accordance with the Code of Federal Regulation (49 C.F.R. Part 370). CARRIER shall pay BROKER within thirty (30) days of CARRIER having been (i) notified of the amount of the claim and (ii) furnished with documentation substantiating the claim.
9. CARRIER shall maintain at all times, at its own expense, general/commercial liability, worker's compensation, and other forms of insurance relating to its property, operations and facilities in the manner and amounts as follows:

Worker's compensation insurance in accordance with statutory requirements including employer's liability insurance with limits of not less than one million dollars (\$1,000,000) per occurrence.

Commercial general liability insurance including bodily injury, property damage, environmental restoration, contractual and personal injury liability with a combined single limit of at least one million dollars (\$1,000,000) per occurrence and at least one million dollars (\$1,000,000) annual aggregate.

Public liability insurance (liability for bodily injury, property damage, and environmental restoration) including owned, non-owned and hired vehicles with combined bodily injury and property damage limits of at least one million dollars (\$1,000,000) per occurrence and at least one million dollars (\$1,000,000) aggregate.

All risk broad form motor truck cargo legal liability insurance in an amount not less than \$100,000.00 (U.S Dollars) per occurrence. Such insurance policy shall name CARRIER and BROKER as insureds and provide coverage to BROKER, the Customer or the owner and/or consignee for any loss, damage or delay related to any property coming into the possession of CARRIER under this Agreement. The coverage provided under the policy shall have no

exclusions or restrictions of any type that would foreseeably preclude coverage relating to cargo claims.

If CARRIER is using BROKER's Equipment or Trailers, as defined herein, non-owned trailer liability insurance coverage insuring the replacement of the Trailer and Equipment.

General/commercial liability shall remain in full force and effect for a period of no less than three (3) years from the date of termination of this Agreement.

Every contract of insurance providing the coverage required herein shall be with an insurer or eligible surplus lines insurer qualified to do business in the State of Michigan and with the equivalent, on a continuous basis, of a "Best Rating" of "A-" or better and shall include provisions or endorsements: (i) Stating that such insurance is primary insurance with respect to the interest of BROKER and that any insurance maintained by BROKER is excess and not contributory insurance required hereunder; (ii) Stating that no cancellation or expiration of the policy shall be effective until thirty (30) days from the date notice thereof is actually received by BROKER; provided that upon CARRIER's receipt of any notice of cancellation or expiration, CARRIER shall immediately provide notice thereof to BROKER; (iii) naming "Universal Truckload Services, Inc. its affiliate and subsidiaries" as an additional insured on the insurance policies of CARRIER using additional insured endorsement satisfactory to BROKER; and (iv) waving insurer's rights of subrogation against BROKER.

Within thirty (30) days of the Effective Date, CARRIER shall provide to BROKER, and shall continue to provide to BROKER within thirty (30) days of each anniversary of the Effective Date until the expiration of this Agreement, upon any change in coverage, or at the request of BROKER not to exceed once each year, properly executed and current certificates of insurance with respect to all insurance policies required to be maintained by CARRIER under this Agreement. Certificates of insurance shall provide the following information: (i) the name of insurance company, policy number and expiration date; (ii) the coverage required and the limits on each, including the amount of deductibles or self-insured retentions, which shall be for the account of CARRIER maintaining such policy; and (iii) a statement indicating that BROKER shall receive at least thirty (30) days prior notice of cancellation or expiration of a policy or of a reduction of liability limits with respect to a policy. BROKER shall have the right to inspect the original policies of insurance applicable to this Agreement at CARRIER's place of business during regular business hours.

If any applicable law requires BROKER or its insurance carriers to extend liability insurance coverage, then such coverage extended by BROKER or its insurance carrier will be limited to the statutory compulsory or financial responsibility minimum limits and will be excess over (i) that insurance CARRIER or CARRIER's insurance carriers are to provide hereunder, and (ii) any other insurance coverage that any insurance carrier (other than BROKER's insurance carriers) furnishes. Further, in no event should any indemnification required hereunder be capped or limited to the amount of the CARRIER's insurance coverages.

If CARRIER fails to comply with the provisions of this section, CARRIER shall save harmless and indemnify BROKER from any direct and indirect loss and liability, including attorneys' fees and other costs of litigation, resulting from the injury or death of any person or damage to any property if BROKER would have been protected had CARRIER complied with the requirements of this section.

10. CARRIER agrees that any trailer, trailing equipment of any kind or purpose, or intermodal containers or chassis, along with any and all other equipment and property belonging to BROKER (hereafter, collectively Trailer) provided for CARRIER's use by BROKER shall be treated by CARRIER as if such Trailer was its own property. CARRIER agrees to return any Trailer provided for its use by BROKER in the same good condition as received by CARRIER, reasonable wear and tear excepted, along with any and all other equipment and property belonging to BROKER immediately upon BROKER's request or upon termination of this Agreement. In the

event the Trailer is not in as good condition as it was delivered by BROKER, CARRIER hereby authorizes BROKER to restore the Trailer to proper condition and to charge back to CARRIER or set-off the costs of such repairs or reconditioning against any amounts owing to CARRIER.

In the event CARRIER for any reason does not return BROKER's Trailer, CARRIER agrees to reimburse BROKER for all reasonable expense and costs incurred by BROKER in recovery of its Trailer from CARRIER or its drivers. CARRIER agrees that in the event it is necessary for BROKER to enter upon private property or remove private property in order to recover its Trailer, CARRIER does hereby irrevocably grant BROKER or its duly authorized agents, permission to do so and further agrees to save and hold harmless BROKER, or its duly authorized agents, from any form of liability whatsoever in connection with such repossession. CARRIER shall be liable for, and pay, the entire amount for each incident involving direct, indirect and consequential damages, including but not limited to, towing charges, replacement costs for a total loss, and reasonable attorneys' fees, arising out of, or in connection with, CARRIER's use of BROKER's Trailer. CARRIER shall also be liable for and pay the replacement cost for loss due to a theft of BROKER's Trailers or equipment if the theft is determined to be the result of negligence on the part of the CARRIER, as determined by the BROKER. BROKER may charge back to CARRIER or set-off such costs and expenses against any amounts owing to CARRIER.

CARRIER is responsible for and shall be charged for the replacement of Trailer tires due to run flats, brake skids, curbing and negligence or abuse. If requested by BROKER, the carcass must be returned to the Trailer's domicile terminal, or other location as indicated by BROKER. CARRIER shall also be charged back for the cost of any tires if CARRIER fails to return the tire carcass, as requested.

CARRIER agrees and warrants that any Trailer provided for use by BROKER will only be used by CARRIER and its drivers to transport shipments tendered to CARRIER by BROKER, unless prior authorization is given by BROKER.

11. Within thirty (30) days after BROKER's receipt of Carrier's invoice, bill of lading and proof of delivery, BROKER shall pay Carrier the rates and charges applicable to the shipment. In exchange for BROKER's guarantee of prompt payment, and other good and valuable consideration, Carrier (i) appoints and designates BROKER as its agent for the purposes of billings and collection of freight charges and also waives any and all rights to claim, demand, or pursue payment from any person other than BROKER for any shipment tendered pursuant to the Contract; (ii) agrees not to contact BROKER's customers, consignors, consignees or any party other than BROKER concerning payment for transportation services; and (iii) agrees to indemnify, defend and hold BROKER, its customers, consignors, and consignees harmless from any claim or demand made by any subcontractor of Carrier or other party for payment for transportation services related to a shipment tendered under this Contract.
  - a. CARRIER represents and warrants that there are no other applicable rates or charges except those established in this Agreement or in any Load Confirmation sheet signed by BROKER.
  - b. CARRIER agrees that fuel surcharges are included in the agreed to rate(s).
  - c. CARRIER acknowledges that the weight quoted on Load Confirmation is subject to change. BROKER has the right to change the load weight up to the CARRIER's maximum legal limit.
  - d. Any Claim for overpayment or underpayment for transportation services provided pursuant to this Contract shall be presented by the party asserting the claim to the other party within sixty (60) day of discovery of the claim, but in no event will any such claim(s) be asserted more than one hundred eighty (180) days after the delivery of the shipment or shipments giving rise to any such claim. Claims shall be supported by appropriate documentation showing the amount of the overcharge or the undercharge, as the case

may be. The parties shall pay, deny, or make a firm compromise offer within sixty (60) days of receiving the claim. Any civil action to recover overcharges or undercharges shall be instituted within eighteen (18) months of the date of delivery of the shipment comprising the overcharge or undercharge claim.

- e. CARRIER further agrees that BROKER has the discretionary right to offset any payments owed to CARRIER hereunder for liability incurred by CARRIER pursuant to this Agreement.
12. CARRIER agrees that it will not solicit traffic from any shipper, consignor, consignee or customer of BROKER where (1) the availability of such traffic first became known to CARRIER as a result of BROKER's efforts, or (2) the traffic of the shipper, consignor, consignee or Customer of BROKER was first tendered to CARRIER by BROKER. If CARRIER breaches this Agreement and directly or indirectly solicits traffic from customers of BROKER and obtains traffic from such customer during the term of this Agreement or for twelve (12) months thereafter, CARRIER shall be obligated to pay BROKER, for a period of fifteen (15) months thereafter, commission in the amount of twenty percent (20%) of the transportation revenue resulting from traffic transported for the Customer, and CARRIER shall provide BROKER with all documentation requested by BROKER to verify such transportation revenue.
13. CARRIER shall ensure that its drivers are properly trained and licensed, and are competent and capable of safely handling and transporting Broker's shipments. Carrier agrees that drivers will be dispatched in accordance with the maximum available hours of service as provided in rules of the regulatory body whose jurisdiction is with the Carrier's route/trip.
- a. CARRIER shall be wholly responsible for performing the contemplated transportation and for all costs and expenses of such transportation, including as examples, costs and expenses of all CARRIER's transportation equipment, its maintenance, and those persons who operate it. As to BROKER, CARRIER is an independent contractor, and as such is wholly responsible in every way for such persons as CARRIER hires, employs or otherwise utilizes. CARRIER shall, at its sole cost and expense, (a) furnish all equipment necessary or required for the performance of its obligations hereunder (the "Equipment"); (b) pay all expenses related, in any way, with the use and operation of the Equipment; (c) pay all licenses, fees, taxes, fuel tax payments, road tax, equipment use fees or taxes, equipment license fees, driver's license fees, tolls and any other fees or fines that may be assessed on its equipment or its operation, (d) maintain the Equipment in good repair, mechanical condition and appearance, and (e) utilize only competent, able and legally licensed and qualified personnel.
  - b. Unless BROKER gives written notice to the contrary, CARRIER's equipment shall be dedicated exclusively to the use of BROKER's tendered loads in accordance with each Load Confirmation. CARRIER's violation of this exclusive use requirement shall result in the CARRIER's forfeiting its right to be paid for the transportation services, not as a penalty, but as liquidated damages.
14. CARRIER warrants that all shipments transported by CARRIER on behalf of BROKER will be transported under its motor carrier authority, and that CARRIER shall not in any manner subcontract, broker or arrange for the shipments to be transported by a third party without the prior written consent of BROKER. In the event of such occurrence, CARRIER authorizes BROKER to make payment direct to the carrier who provided service.
15. In the event of disagreement or dispute resulting in legal action, the prevailing party shall be entitled to reimbursement of legal fees.
16. CARRIER will be solely responsible for the dispatch of CARRIER's driver to any shipper or consignee location related to the transportation services provided hereunder, provided, however, that CARRIER agrees to contact BROKER with billing information immediately upon completion

of loading and with the name of receiver and status of delivery immediately upon completion of delivery.

17. CARRIER shall not withhold any goods of the shipper, consignee or customer on account of any dispute as to rates or any alleged failure of BROKER to pay charges incurred under this Agreement. CARRIER is relying upon the general credit of BROKER and hereby waives and releases all liens which CARRIER might otherwise have to any goods of BROKER or shipper, consignee or Broker's customer in the possession or control of CARRIER.
18. CARRIER shall defend, indemnify, and hold BROKER and its employees, officers and agents harmless from and against all loss, liability, damage, claim, fine, cost or expense, including reasonable attorneys' fees, arising out of or in any way related to the performance or breach of this Agreement by CARRIER, its employees or independent contractors working for CARRIER (collectively, the "Claims" which shall include those Claims (i) in excess of the limits of liability under CARRIER's liability insurance, (ii) excluded from coverage under CARRIER's liability insurance or (iii) not otherwise covered by CARRIER's liability insurance), including, but not limited to, Claims for or related to personal injury (including death), property damage and CARRIER's possession, use, maintenance, custody or operation of the Equipment; provided, however, that CARRIER's indemnification and hold harmless obligations under this section will not apply to any portion of such claim attributable to the sole negligence of BROKER.
19. This Contract, together with any subsequently issued Load Confirmation sheet and bill of lading, constitutes the entire agreement between the parties. No additions can be made unless issued in writing and signed by both parties. If there is any inconsistent terms or conditions between this Agreement, any Load Confirmation Sheet or bill of lading, the provisions of this Agreement shall supersede and apply and then the Load Confirmation.
20. Accessorial charges (including be not limited to labor, detention and/or layover) must be authorized and approved prior to or at the time of occurrence. BROKER will not provide any reimbursement of any non, prior-approved accessorial charges. CARRIER shall ensure the bill of lading is notated either when handling is required or when detention occurs, that a lump sum receipt is provided when a lump sum is hired, and/or that both are included as supporting documents with the CARRIER's invoice. All overage, shortage and damage must be reported to BROKER immediately, at time of occurrence and noted on the bill of lading. Any and all detention, layover or truck-ordered-not-used charges will be paid after the charges are collected by BROKER.
21. CARRIER and BROKER expressly waive all rights and remedies allowed under 49 U.S.C. § 14101, to the extent they conflict with this Agreement. BROKER's failure to insist upon CARRIER's performance under this Agreement or to exercise any right or privilege shall not be a waiver of any of BROKER's rights or privileges.
22. This Agreement shall be deemed to have been drafted and executed under the laws and regulations of the State of Michigan and in the event of any disagreement or dispute, the laws of this state will apply and suit must be brought in this state.

[Remainder of Page Left Blank]

23. CARRIER acknowledges and agrees that it is entering into six (6) separate and distinct contracts with each of the broker entities set forth below and that the use of this one Agreement is merely a convenience for each of the brokers. No joint or cross liability shall arise against, between or among the brokers by executing this Agreement in this manner and CARRIER hereby waives any such claims.

**IN WITNESS WHEREOF**, the parties have indicated their approval by signature of their authorized representatives on the day and the date first above noted.

|                                     |             |                      |
|-------------------------------------|-------------|----------------------|
| Universal Truckload, Inc.           | (MC-59583)  | CARRIER NAME: _____  |
| Universal Dedicated, Ltd.           | (MC-181004) | _____                |
| Universal Specialized, Inc.         | (MC-376139) | _____                |
| Universal Intermodal Services, Inc. | (MC-468507) | AUTHORIZED SIGNATURE |
| Logistics Insight Corp.             | (MC-255644) | _____                |
| Cavalry Logistics, LLC              | (MC-251704) | _____                |

By: \_\_\_\_\_  
Authorized Agent or Attorney-in-Fact

\_\_\_\_\_  
Printed Name

MAILING ADDRESS:  
12755 East Nine Mile Rd.  
Warren, MI 48089

Printed Name  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_  
FID#: \_\_\_\_\_  
US DOT#: \_\_\_\_\_