

JORDAN LOGISTICS
ONLINE TERMS AND CONDITIONS

The following Terms and Conditions (these “Terms”) govern all transportation and logistics services (the “Services”) that you or your company (“Shipper”) solicits or receives from Jordan Logistics, Inc. (“Broker”). Shipper and Broker may be individually referred to as a “Party” or jointly as the “Parties.” These Terms supersede all previous terms and conditions and any prior statements concerning rates, payment, and other terms concerning the transportation of Shipper’s cargo with Broker.

PLEASE READ CAREFULLY. These Terms constitute a legally binding contract between Broker and Shipper. Broker may update these Terms from time-to-time and the Terms that are in force at the time of tender will govern. Shipper accepts and agrees to be bound and abide by these Terms by tendering cargo or otherwise receiving Services from Broker. If Shipper does not wish to be bound by these Terms, then it must not tender cargo to Broker or use its Services. The Parties hereby agree as follows:

1. Services. Broker provides transportation services under its permit issued by the Federal Motor Carrier Safety Administration (“FMCSA”) as a property broker arranging with third-party motor carriers for the movement of cargo tendered by Shipper from origins and destinations throughout the United States, Canada, and Mexico (the “Services”) in compliance with these Terms and all applicable federal, state, local, and provincial laws and regulations. The Services shall be understood as “contract carriage” within the meaning of 49 USC 13102(4)(B), and the Parties each expressly waive all rights and remedies they may have as to each other under 49 USC, Subtitle IV, Part B as permitted by 49 USC 14101(b)(1) to the extent such rights and remedies conflict with these Terms.

2. Rates and Charges. Rates, Charges, and Payment. Broker will invoice Shipper for the Services as agreed upon between the Parties in advance of tender and at cost for any additional expenditures to third-parties or government entities as may be necessary to accomplish the Services. Shipper will pay Broker without setoff within thirty (30) days of the original invoice date. Payment shall be made by ACH, wire, check, or credit card. Checks shall be mailed to PO Box 1066, Natchez, Mississippi 39121. Credit card payments are subject to a fifteen dollar (\$15) fee for each payment. Shipper shall tender payment in United States currency. Shipper shall also be liable for any expenses, including attorneys’ fees, that Broker incurs in collecting its rates and charges. In the event Services are provided and it is subsequently discovered that there was no agreed-upon rate, the Parties agree that the rate paid by Shipper and collected by Broker shall be the agreed-upon contract rate set forth herein or a Load Tender Confirmation for the Services provided as applicable to a particular shipment.

3. Independent Contractor. The Parties intend that an independent contractor relationship will be created by these Terms, which shall not be construed as a joint venture, partnership, agency, franchise, or employment between the Parties or their respective personnel. Each Party assumes full responsibility for complying with all applicable laws and regulations for the benefit of their own employees, and under no circumstance will either Party be liable for the debts or obligations of the other Party for the wages, salaries, or benefits of their respective personnel.

4. Lawful Operation. Broker represents and warrants it is duly and legally qualified as an interstate property broker pursuant to FMCSA-issued permit identified as U.S. DOT No. 2211739 and Docket No. MC-130735. Shipper acknowledges and agrees that Broker arranges for the transportation of its cargo and that third-party motor carriers (each a “Carrier” or collectively, the “Carriers”) will physically transport Shipper’s cargo. Broker will bear no liability for the acts and omissions of the Carriers. Broker shall contractually require such Carriers to hold and maintain all qualifications required for performance of their services and to perform in compliance with applicable laws and regulations.

5. Shipper’s Responsibilities. Shipper is responsible for preparing, marking, packing, packaging, labeling, and properly describing the contents of the shipment so as to ensure safe transportation with ordinary handling. Shipper is responsible for any errors in completing bills of lading or shippers instructions that may result in additional billing, including, but not limited to incorrect addresses, incorrect weight information, and incorrect pick-up or delivery times.

6. Shipper's Lawful Freight. Shipper represents and warrants that it and any cargo it tenders pursuant to these Terms, and its acts and omissions incident to such tender, shall comply at all times with applicable laws, regulations, and ordinances. Shipper shall defend, indemnify, and hold Broker and Carriers harmless from any fines, penalties, or liability of any kind, including reasonable attorney's fees, arising out of Shipper's failure to comply with this Section.

7. Shipper's Information. Shipper acknowledges that it is required to review all data, documents, declaration, and shipping instructions submitted to Broker or any underlying service provider. Shipper warrants the accuracy of all such information and agrees to indemnify and immediately advise Broker of any errors, discrepancies, incorrect statements, or omissions discovered therein.

8. Receipts and Bills of Lading. All property tendered under the Terms shall be accepted on a bill of lading which will function as a receipt of the goods only. Shipper's insertion of Broker's name on any bill of lading shall be for Shipper's convenience only and shall not change Broker's status as a property broker or the nature of the Services that Broker provides to Shipper. Any terms contained in a bill of lading or shipping document, or any tariff or extra-contractual document incorporated therein, shall be null and without legal effect.

9. Insurance. Broker will procure and maintain at its sole cost and expense all insurance that is customary in the market for a property broker or as may be required by applicable law in performance of the Services.

10. Broker's Surety Bond. Broker agrees to procure and maintain at its own expense and at all times while these Terms are effective, a surety bond or trust fund agreement as required by the FMCSA in the amount of \$75,000 and furnish Shipper with proof of the same upon request.

11. Cargo Loss and Damage. Shipper acknowledges and agrees that Broker shall bear no liability for cargo loss, damage, delay, or theft arising from or related to the performance of motor carriage services by Carriers. In the event of cargo loss, damage, or theft occurring in the United States or Canada, liability shall be determined consistent with 49 USC 14706 (the Carmack Amendment). Shipper's measure of damages shall be the destination cost of the cargo lost or damaged subject to a limitation of \$100,000 per truckload shipment, unless Shipper declares a higher value that Jordan Logistics accepts in writing in advance of tendering the shipment and for which commensurate rates and charges are paid by Shipper. In no event will Broker or any Carrier be responsible for any chargebacks or other penalties or assessments imposed by the consignor or consignee with respect to late deliveries. Broker will provide notice to Shipper if it has knowledge of any accidents, spills, theft, hijacking, or other events which may impair the safe and prompt delivery of Shipper's goods. The provisions of 49 CFR Part 370 will govern the processing of claims for loss and damage as well as the exercise of salvage, occurring in the United States or Canada. Broker may facilitate the claims filing process with Carriers if Shipper submits a written notice of claim to Broker within thirty (30) days from the date of delivery that is fully supported by all relevant documentation, including but not limited to the signed delivery receipt and listing the nature, cause, and specific amount of the claimed loss or damage. Broker may, in its sole discretion and without liability to Shipper, discontinue pursuit of claims with a Carrier if such claim is not resolved within sixty (60) days of receipt.

12. Mexico Shipments. Shipments transported within Mexico are at the risk of the Shipper and such shipments will not have insurance coverage by or through Broker. Shipper agrees any loss, damage, or delay that occurs to Cargo in Mexico, including delivery to at any Shipper-directed locations such as Shipper's customs brokers' premises, shall be subject to Mexican law, and the Carmack Amendment will not apply, including if the shipment is traveling on a through bill of lading or a portion of the Services are performed outside Mexico. For any Services performed in Mexico, Shipper shall bear the risk for any loss or damage to any brokered trailers. IN ANY SUBSEQUENT LEGAL ACTION TO RECOVER DAMAGES FOR A SHIPMENT TO OR FROM MEXICO, SHIPPER AGREES THE MAXIMUM AMOUNT SOUGHT WILL BE LIMITED TO THE LEGAL LIABILITY OF THE MEXICAN MOTOR CARRIER, REGARDLESS OF WHERE SUCH CLAIM IS FILED, AND SHIPPER AFFIRMS THESE TERMS ARE BINDING ON IT, ITS CONSIGNEE, AND THEIR ASSIGNS.

13. Overcharge and Undercharge Claims. Shipper agrees to file any overcharge claims for payments tendered hereunder within one hundred eighty (180) days of the initial invoice date. Broker agrees to file any undercharge claim for additional Services not initially billed within one hundred eighty (180) days of the initial invoice date.

Any such claim not made within the one hundred eighty (180) day period shall be deemed waived. All overcharge or undercharge claims shall be paid within thirty (30) days of the Parties agreement on payment of the overcharge or undercharge claim.

14. Force Majeure. In the event that performance by Broker or Carriers is affected by any cause beyond reasonable control, including without limitation, fire, labor strife, riot, war, pandemics, weather conditions, acts of the public enemy, acts of God, acts of terrorism, local or national disruptions to transportation networks or operations, fuel shortages, governmental regulations, or governmental request or requisition for national defense, then the performance of all affected obligations required under these Terms shall be suspended during the continuance of such interruption and Shipper shall receive prompt notice of such interruption. Such period of suspension shall not in any way invalidate these Terms, but on resumption of operations, any affected performance shall be resumed. No liability shall be incurred by Broker or Carriers for damages resulting from such suspensions, and Shipper agrees it will not force Broker or Carriers to perform the Services where a force majeure event exists.

15. Indemnification. Shipper shall indemnify, defend, and save Broker, its employees, and agents harmless from and against, and shall pay and reimburse, any and all liability, claims, loss, costs, fines, penalties, expenses (including reasonable attorneys' fees), judgments, or demands on account or damage of any kind whatsoever asserted by third parties, including but not limited to personal injury, property damage (other than Cargo), or any combination thereof, suffered or claimed to have been suffered by any person or persons, arising out or in connection with Shipper or its employees', agents', or personnels': (i) negligence or intentional misconduct; (ii) violation of applicable laws or regulations; (iii) breach of these Terms; (iv) failure to provide complete and accurate shipping instructions regarding the safe handling of Cargo, including Broker's or a Carrier's reasonable reliance on such instructions; or (v) amounts directly or indirectly owed to any third-party service providers. Broker shall give notice of claimed indemnity within thirty (30) days after learning of the existence of a third-party claim and promptly tender the defense of such claim to Shipper. The sole and exclusive indemnity obligations between the Parties are as provided in these Terms.

16. DAMAGES EXCLUSION. IN NO EVENT SHALL BROKER BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING IN CONNECTION WITH THESE TERMS OR ITS SUBJECT MATTER, OR ANY CLAIMS OR DEMANDS AGAINST SHIPPER BY A THIRD-PARTY ARISING OUT OF OR CONNECTED WITH THE SERVICES, REGARDLESS OF THE THEORY OF LIABILITY GIVING RISE TO SUCH DAMAGES, WHETHER ARISING IN CONTRACT, TORT, OR OTHERWISE, AND REGARDLESS OF WHETHER BROKER WAS ADVISED OR AWARE OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY REPRESENTS THAT IT IS SOPHISTICATED IN THE COMMERCIAL MATTERS CONTEMPLATED BY THESE TERMS AND THAT IT HAS RECEIVED ADVICE FROM COUNSEL PRIOR TO EXECUTION. EACH PARTY ACCEPTS THAT THE PROVISIONS OF THESE TERMS RELATED TO LEGAL LIABILITY ARE ECONOMICALLY SOUND AND CONSTITUTES A MATERIAL INDUCEMENT OF THE PARTIES.

17. Confidentiality. Each Party shall protect and keep in the strictest confidence any confidential or proprietary information of the other Party using the same degree of care, but not less than a reasonable degree of care, that the receiving Party uses to protect its own confidential information of like nature, to prevent the unauthorized use, disclosure, dissemination, or publication of such Confidential Information. For purposes of these Terms, "Confidential Information" shall include any non-public information (including the terms, conditions, and existence of these Terms) of or relating to Broker, including, but not limited to, the business plans, strategies, forecasts, analyses, financial information, technology information, trade secrets, rate quotes, and other proprietary information or data. The receiving Party shall use the Confidential Information of the disclosing Party only for the express purposes set forth in these Terms. The receiving Party shall not have any obligation, however, to preserve the confidentiality of any such information to the limited extent that it: (i) is in the public domain or generally available to the public; (ii) was in the possession of or disclosed to the receiving Party prior to the date hereof by a third-party, free of any obligation to keep the same confidential; (iii) is lawfully acquired by the receiving Party from a third-party under no obligation of confidentiality to the disclosing Party; or (iv) is required to be disclosed by the receiving Party under law or court order; provided, however, that the receiving Party shall give prompt written notice thereof to the disclosing Party. The Parties further agree and acknowledge that a monetary remedy for a breach of this Section may be inadequate and that such breach may cause the disclosing

Party irrevocable harm. In the event of a breach, the disclosing Party will be entitled, without the posting of a bond and in addition to any monetary damage it may subsequently prove, to seek temporary and permanent injunctive relief, including temporary restraining orders, preliminary injunctions, and permanent injunctions. The provisions of this Section shall survive the termination of these Terms.

18. Taxes. The rates and charges due from Shipper are exclusive of any tariffs, duties, or taxes imposed or levied by any government or governmental agency including, without limitation, federal, state, and local sales, use, value added, and personal property taxes, and Shipper shall be solely responsible for and agrees to pay on a timely basis any such tariffs, duties, or taxes, and all interest and penalties incurred in connection therewith (other than franchise and income taxes levied on Broker or assessed on its income for which Broker is responsible). Broker will notify Shipper of any claim for taxes asserted by applicable taxing authorities for which Shipper is responsible. The Parties agree that with respect to any claim arising out of a form or return signed by a Party, such Party will have the right to elect to control the response to, and settlement of, the claim, but the other Party will have reasonable rights to participate in the responses and settlements that are appropriate to its potential responsibilities or liabilities. If Shipper requests Broker to challenge the imposition of any tax and such taxing authority's jurisdiction does not afford Shipper the opportunity to participate on its or their own behalf, Shipper will reimburse Broker for the reasonable attorneys' fees and expenses that it incurs in addition to any resultant tax liability that Broker may pay for which Shipper is responsible. Shipper will be entitled to any tax, fees, or interest refunds or rebates granted to the extent such refunds or rebates are of taxes that were paid by Shipper or were the responsibility of Shipper. In such event, Broker shall be entitled to reasonable fees and expenses it incurs in pursuing such refund or rebate. Upon request, the Parties will cooperate in obtaining and furnishing to each other certificates, direct pay permits, or other evidence of inapplicability of, or exemption from, any sales, excise, or other taxes or duties to which any Party may be entitled.

19. Non-Exclusivity. Broker shall be free to perform the same or similar services for other companies, and Shipper shall be free to receive the same or similar services from other transportation services providers.

20. Waiver of Provisions. If either Party fails to enforce or waives the breach of any term or condition of these Terms, such action or inaction shall not operate as a waiver of any other breach of such term or condition, nor of any other part of these Terms, nor of any other rights, in law or equity, or of claims which each may have against the other arising out of, connected with or related to these Terms.

21. Disputes; Governing Law; Venue. These Terms shall be deemed to be made in and in all respects shall be interpreted, construed and governed by and in accordance with the laws of the State of Mississippi without regard to the conflict of law principles thereof. For any proper purpose arising out of or relating to these Terms, each of the Parties hereto accepts for itself and in connection with its properties, generally and unconditionally, the exclusive jurisdiction of an appropriate Federal or State court sitting in Mississippi, and waives any defense of forum nonconveniens, and irrevocably agrees to be bound by any judgment rendered thereby in connection with these Terms. Each of the Parties hereby waives to the fullest extent permitted by applicable law any right it may have to a trial by jury action arising out of or related to these Terms.

22. Non-Solicitation. Each Party agrees that it shall not directly or indirectly, as an owner, partner, joint venturer, employee, agent, consultant, independent contractor, or shareholder, knowingly employ any person who is employed by the other Party and who had any significant involvement with relationship established by these Terms, or in any manner encourage or entice any such person to leave his or her employment with such other Party. This Section shall apply for a period of one (1) year after performance of the Services is complete. Shipper and Broker further agree and acknowledge that a monetary remedy for a breach of this Section may be inadequate and that such breach may cause each of the Parties irrevocable harm. In the event of such breach, each of the Parties will be entitled, without the posting of a bond and in addition to any monetary damage it may subsequently prove, to seek temporary and permanent injunctive relief, including temporary restraining orders, preliminary injunctions, and permanent injunctions.

23. No Back-Solicitation. Shipper acknowledges and agrees that the names, routes, and pricing of Carriers utilized by Broker constitute confidential information and are in the nature of a trade secret. Shipper shall not directly contact or solicit rates, bids, or service from any Carrier where: (i) the availability of Carrier to perform

such services first became known to Shipper because of Broker's efforts; or (ii) Shipper's traffic was first tendered to a Carrier by Broker. If Shipper breaches this provision and "back-solicits" Carriers or tenders freight to such Carriers, Broker will be entitled to payment from Shipper of fifteen percent (15%) of the gross transportation charges for all freight moved by such Carrier for a period of eighteen (18) months. Such cost will be deemed liquidated damages and not a penalty. Termination of the relationship between the Parties will not affect the enforceability and applicability of this Section, which will survive termination for a period of two (2) years.

24. Notices. Any notice, demand, or other written instrument required or permitted to be given pursuant to these Terms must be in writing, signed by an authorized representative of the Party giving such notice, and hand delivered or sent by certified letter, facsimile, or overnight courier to the other Party at the address set forth on the applicable Load Tender Confirmation. Each Party will have the right to change the place to which notice will be sent or delivered by similar notice sent to the other Party.

25. Severance and Survival. In the event any part of these Terms are determined to be invalid or unenforceable, no other terms shall be affected and the unaffected terms shall remain valid and enforceable as written.

26. Reservation of Rights. A Party's failure at any time to require performance by the other Party of any provisions of these Terms shall in no way affect the right to require such performance at any time thereafter. A Party's waiver of any of its remedies afforded hereunder or by law is without prejudice and shall not operate to waive any other remedies that such Party shall have available to it, nor shall such waiver operate to waive such Party's right to any remedies due to a future breach, whether of a like or different character.

27. Entire Agreement; Modification. These Terms embody the entire understanding between the Parties with respect to the subject matters addressed herein and therein, and there are no agreements, understandings, conditions, warranties, or representations, oral or written, expressed or implied, with reference to the subject matter hereof that are not merged herein. These Terms will apply to all work and Services that Broker performs on behalf of Shipper unless the Parties have otherwise agreed in writing. If Broker performs services that are not specifically addressed or described herein, Shipper agrees such Services are subject to the terms and conditions of these Terms, including the limitations of liability. Except as otherwise specifically stated, no modification, amendment, or addendum hereto shall be of any force or effect unless reduced to writing and signed by the Parties and expressly referred to as being a modification of these Terms.

28. Binding Effect; Assignment. These Terms shall extend to and be binding upon the heirs, executors, successors, or assigns of Broker, and Shipper. Neither Party may assign its rights or obligations hereunder. These Terms shall not be rendered unenforceable by virtue of any failure or alleged failure to comply with the provisions of any statute or regulation applicable to transportation contracts, and the Parties expressly waive any right that they might otherwise have to challenge the validity of these Terms on such grounds, which waiver shall be binding on their respective assigns, heirs, or successors in interest.