

Motor Carrier–Broker Transportation Agreement

This fillable agreement establishes the general terms under which LoadX Solutions Inc. arranges vehicle transportation through qualified independent motor carriers. Individual shipments are documented through Rate Confirmations.

Effective Date

Carrier Legal Business Name

DBA (if applicable)

MC Number

USDOT Number

Carrier Email

1. PURPOSE AND SCOPE

Broker arranges transportation through qualified motor carriers. Carrier is an independent motor carrier. Individual shipments are governed by Rate Confirmations identifying vehicles, pickup/delivery locations, dates, instructions, and compensation.

2. BROKER STATUS

Broker acts solely as a transportation broker/intermediary and is not the motor carrier, driver, owner, operator, or bailee of transported vehicles. Carrier is responsible for physically transporting shipments and for its personnel.

3. CARRIER AUTHORITY AND QUALIFICATIONS

Carrier represents that it is legally organized and authorized, maintains active operating authority and required registrations, permits and licenses, and will comply with applicable federal, state and local laws. Carrier must promptly report suspension, revocation, restrictions, out-of-service orders, insurance cancellation, or other material compliance events.

4. REQUIRED CARRIER DOCUMENTATION

Before receiving loads, Carrier shall provide current documentation reasonably required for onboarding, including carrier application, signed agreement, W-9, active MC/USDOT information, Certificate of Insurance, applicable cargo/auto liability documentation, operating authority information, equipment information, and payment information.

5. INSURANCE

Carrier shall maintain all insurance required by law and any additional requirements stated by Broker or a Rate Confirmation. Carrier shall provide current insurance certificates and shall not perform services while required coverage is expired, cancelled, suspended, or invalid.

6. EQUIPMENT AND DRIVERS

Carrier shall provide safe, roadworthy, properly registered equipment suitable for each shipment and comply with applicable safety, weight, dimension, inspection, and cargo-securement requirements. Carrier shall use properly licensed and qualified drivers and is responsible for their selection, supervision, training, compensation, and conduct.

7. LOAD ACCEPTANCE AND RATE CONFIRMATIONS

Carrier may accept or decline loads. Once accepted, Carrier shall perform according to the Rate Confirmation. Acceptance may occur by signature, email, electronic platform, text, portal, or other documented communication where permitted by law. Additional charges require prior written approval unless applicable law provides otherwise.

8. PICKUP, CONDITION, LOADING AND SECUREMENT

Carrier shall arrive within the agreed window, verify vehicle/VIN, inspect and document pre-existing damage, take required photos, confirm operability, obtain keys/documents, and properly load and secure the vehicle. Carrier shall use reasonable care in loading, transporting, and unloading.

9. INOPERABLE VEHICLES AND ACCESSORIALS

Carrier shall verify condition before loading. Winching, special equipment, extra labor, storage, reattempts, waiting time, tolls, changed locations, or other accessorial services require prior approval whenever reasonably possible. Material discrepancies must be reported promptly.

10. APPOINTMENTS, STATUS UPDATES AND INCIDENTS

Carrier shall comply with appointments, communicate anticipated delays, and provide required status updates. Accidents, damage, theft, loss, breakdowns, major delays, missed appointments, material discrepancies, law-enforcement involvement, and other material incidents must be reported immediately.

11. DELIVERY AND DOCUMENTATION

Carrier shall deliver to the location stated in the Rate Confirmation unless Broker authorizes a change, verify the receiving party when reasonably required, document delivery condition, obtain proof of delivery, and submit required BOL/POD, condition reports, photographs, gate documents, and approved accessorial documentation.

12. COMPENSATION AND PAYMENT

Carrier compensation is stated in the Rate Confirmation. Unless otherwise stated, the agreed rate is full compensation for described services. Payment is due under the Rate Confirmation or Broker's carrier payment policy after completion and required documentation. Reasonably disputed amounts may be withheld to the extent permitted by law.

13. CANCELLATION AND SERVICE FAILURE

Carrier shall immediately notify Broker if it intends to cancel an accepted shipment and shall not abandon a vehicle after taking possession. If Carrier fails to perform, Broker may arrange alternative transportation and seek recovery of additional reasonable costs to the extent permitted by law.

14. NO DOUBLE BROKERING / UNAUTHORIZED REBROKERING

Carrier shall not broker, rebroker, assign, transfer, or tender a shipment to another carrier or transportation intermediary without Broker's prior written authorization. Unauthorized rebroking or double brokering is a material breach and may result in immediate termination.

15. CUSTOMER COMMUNICATION / NON-CIRCUMVENTION

Carrier may communicate with customers and facilities as necessary to perform shipments, but shall act professionally and shall not misrepresent itself as Broker's employee or agent. Carrier shall not knowingly circumvent Broker by directly soliciting or contracting with customers introduced through Broker for substantially similar services, except as permitted by law or authorized in writing.

16. CONFIDENTIALITY

Carrier shall protect non-public customer information, pricing, shipment information, business processes, credentials, operational information, contracts, and proprietary systems and use such information only to perform services under this Agreement.

17. CLAIMS AND INDEMNIFICATION

Carrier is responsible for loss of, damage to, or destruction of property while in its possession or control to the extent legally responsible and shall cooperate with claims. To the fullest extent permitted by law, Carrier shall defend, indemnify, and hold harmless Broker and its officers, directors, employees, agents, and customers from third-party claims arising from Carrier's negligence or wrongful acts, legal violations, breach, injury/death/property damage caused by Carrier, legally attributable cargo loss/damage, or unauthorized rebrokering.

18. COMPLIANCE, RECORDS AND AUDIT

Carrier shall comply with applicable requirements concerning authority, insurance, driver qualifications, vehicle safety, cargo securement, hours of service, testing where applicable, registration, weight/size, inspections, recordkeeping, and property protection. Carrier shall maintain relevant shipment records and provide documentation upon reasonable request.

19. ELECTRONIC COMMUNICATIONS AND SIGNATURES

Electronic communications may be used for load offers, Rate Confirmations, approvals, updates, documentation, invoices, payments, and notices. Electronic signatures may be used and have the same effect as handwritten signatures to the extent permitted by law.

20. TERM, SUSPENSION AND TERMINATION

This Agreement continues until terminated by either Party upon written notice. Termination does not release obligations concerning accepted shipments or prior events. Broker may immediately suspend or terminate for loss of authority/insurance, out-of-service status, double brokering, fraud, false documentation, abandonment, material misconduct, repeated communication failures, repeated missed appointments, material breach, or material safety/liability concerns.

21. INDEPENDENT CONTRACTOR AND TAXES

Carrier is an independent contractor solely responsible for payroll, taxes, benefits, workers' compensation where required, driver compensation, equipment, fuel, maintenance, insurance, and operating expenses.

22. DISPUTES, GOVERNING LAW AND GENERAL TERMS

The Parties shall first attempt in good faith to resolve disputes directly. Subject to mandatory federal law, this Agreement is governed by Virginia law. Venue is subject to applicable mandatory jurisdictional requirements. To the extent permitted by law, a prevailing Party may seek reasonable attorney fees and costs if awarded. Force majeure does not excuse communication or property-protection duties. Invalid provisions shall be severed or limited as necessary. This Agreement, Rate Confirmations, and incorporated written policies constitute the agreement concerning the subject matter.

23. CARRIER ACKNOWLEDGMENT & SIGNATURES

By signing, Carrier certifies that its information is true and accurate; it possesses required authority; will maintain insurance and registrations; comply with applicable laws; will not double broker; provide accurate status and documentation; use qualified drivers and suitable equipment; and has authority to enter this Agreement.

BROKER — LOADX SOLUTIONS INC.

Authorized Representative Name Title

Signature Date

MOTOR CARRIER

Legal Business Name

Authorized Representative Name Title

Signature Date

Email Phone

LOADX POLICY TERMS — COMPLETE BEFORE ONBOARDING

Carrier Cargo Insurance Limit Carrier Auto Liability Limit

Payment Terms (e.g. Net 7) Non-Circumvention Period (months)

Compliance Contact Billing Email