



Velocity, Execution, Operations d/b/a VEXO Logistics
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MASTER BROKER-CARRIER AGREEMENT

U.S., Canadian and Cross-Border Motor-Carrier Services

Agreement Type	Master Broker-Carrier Agreement	
Broker	Velocity, Execution, Operations d/b/a VEXO Logistics ("Broker")	
Broker Authority	FMCSA Property Broker Authority: MC-1730101	
Agreement Version	VEXO-BCA-2026.07.1	
Carrier Legal Name		
Carrier MC / USDOT		
Effective Date		
Primary Notice Email		
Carrier Terms URL	https://vexologistics.com/carrier-terms	
Carrier Terms Version	VEXO-LEGAL-2026-09-19-1	

IMPORTANT CONTRACT NOTICE. This Agreement governs transportation services performed by the Carrier for shipments tendered by VEXO Logistics. The Carrier is an independent motor carrier and is solely responsible for the safe, legal and proper operation of its vehicles, drivers and equipment. Load-specific commercial terms will be stated in a VEXO Rate Confirmation or written load tender. The Carrier should not sign this Agreement unless the signatory has authority to bind the Carrier.

This document is intended for recurring U.S., Canadian and cross-border motor-carrier services. It does not authorise rebrokering, subcontracting or the use of another carrier without VEXO's prior written consent.

MASTER BROKER-CARRIER AGREEMENT

Effective as of the date entered on the cover page

This Master Broker-Carrier Agreement (the "**Agreement**") is entered into by and between **VEXO Logistics**, a property broker registered with the Federal Motor Carrier Safety Administration under MC-1730101 ("**Broker**"), and the motor carrier identified on the cover page and in Schedule A ("**Carrier**"). Broker and Carrier may each be referred to as a "Party" and collectively as the "Parties."

RECITALS. Broker arranges transportation of property for shippers, consignors, consignees and other customers through duly authorised motor carriers. Carrier represents that it is independently engaged in the business of transporting property by motor vehicle and desires to perform transportation services for shipments tendered by Broker. The Parties therefore agree as follows.

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Incorporated Documents. Each Rate Confirmation, written load tender, service schedule, written addendum and any customer-specific instructions expressly accepted by Carrier form part of this Agreement. A Rate Confirmation may modify shipment-specific commercial terms, but does not amend this Agreement for other shipments unless it expressly states that it is a signed amendment.

1. DEFINITIONS

1.1 "Applicable Law" means all laws, regulations, orders, permits, safety standards and mandatory rules applicable to a shipment, the Parties, the equipment or the services, including U.S. federal and state motor-carrier laws and, for Canadian operations, applicable federal and provincial requirements.

1.2 "Customer" means a shipper, consignor, consignee, beneficial cargo owner or other party for whom Broker arranges transportation.

1.3 "Load Tender" or "Rate Confirmation" means Broker's written or electronic offer stating shipment-specific information, rate and service requirements.

1.4 "Loss" includes claims, liabilities, fines, penalties, judgments, damages, costs and reasonable legal fees, except to the extent prohibited by law.

1.5 "Services" means motor-carrier transportation and related services performed by Carrier under this Agreement.

2. SCOPE AND APPOINTMENT

Broker may tender shipments to Carrier from time to time, and Carrier may accept or decline each tender in its independent discretion. This Agreement creates no minimum-volume, exclusivity or guaranteed-revenue obligation.

Carrier accepts responsibility for each shipment when it signs or electronically accepts a Rate Confirmation, dispatches equipment toward pickup after receiving load details, takes possession of freight, or otherwise begins performance.

Broker acts solely as a property broker unless a written document expressly identifies a separate licensed motor-carrier affiliate as the performing carrier. Nothing in this Agreement authorises Carrier to represent Broker as the motor carrier.

3. INDEPENDENT CONTRACTOR; NO AGENCY

Carrier is an independent contractor and retains exclusive control over the manner and means of performing the Services, including selection and supervision of drivers, routing, hours-of-service compliance, equipment, maintenance and safety decisions.

Neither Carrier nor its drivers, employees, contractors or agents are employees, agents, joint venturers, partners or representatives of Broker or any Customer. Carrier has no authority to bind Broker, extend credit, settle claims, alter customer instructions or make representations on Broker's behalf.

Carrier shall be solely responsible for wages, benefits, payroll taxes, workers' compensation, employment compliance, immigration and work-authorisation requirements relating to its personnel.

4. CARRIER AUTHORITY, REGISTRATIONS AND CONTINUING STATUS

Carrier warrants throughout the Term that it holds all operating authority, registrations, safety certificates, carrier codes, permits and licences required to perform the Services in every jurisdiction in which it operates. For U.S. interstate transportation, Carrier shall maintain active FMCSA motor-carrier authority and an active USDOT registration. For Canadian operations, Carrier shall maintain all applicable federal, provincial, NSC, CVOR, safety-fitness, carrier-code and extra-provincial authority requirements.

Carrier shall immediately notify Broker of any pending or actual suspension, revocation, downgrade, out-of-service order, unsatisfactory safety rating, lapse of insurance, change of ownership, change of legal name, change of address, authority transfer, identity-theft event or regulatory investigation that may affect performance.

Broker may verify Carrier's authority, safety and insurance status at any time. Verification by Broker does not relieve Carrier of its independent duties or constitute a warranty to any third party.

Broker represents that, while tendering shipments under this Agreement, Broker will maintain the property-broker authority, financial security filing, BOC-3 process-agent designation and registrations required for its brokerage operations. Broker shall not knowingly tender a new shipment while its federal broker authority is suspended or revoked. Carrier acknowledges that Broker's financial responsibility may be maintained through a BMC-84 surety bond or BMC-85 trust in the amount required by Applicable Law.

5. COMPLIANCE WITH LAW AND SAFE, LEGAL OPERATION

Carrier shall comply with all Applicable Law, including driver qualification, controlled-substances and alcohol testing, hours of service, electronic logging, vehicle inspection, maintenance, cargo securement, size and weight, hazardous materials, environmental, emissions, sanitation, food-safety and workplace-safety requirements.

The safe, legal and proper operation of Carrier supersedes any requested schedule, appointment, preference, routing or instruction. Carrier shall refuse any unlawful or unsafe instruction and immediately notify Broker. No Broker or Customer instruction requires Carrier to violate Applicable Law.

Carrier shall not accept a shipment unless the assigned driver has sufficient lawful hours, appropriate qualifications and equipment to reasonably meet the stated service requirements.

6. DRIVERS, PERSONNEL AND EQUIPMENT

Carrier shall use qualified, properly licensed, medically certified and trained drivers who meet all legal and customer-specific requirements. Carrier is responsible for driver conduct, background screening, drug and alcohol compliance, training, payroll and supervision.

Equipment shall be safe, roadworthy, clean, dry, odour-free, pest-free, suitable for the commodity and free of defects that may contaminate, damage or delay the freight. Carrier shall perform required pre-trip, en-route and post-trip inspections and maintain all records required by law.

Carrier shall not substitute the approved driver, tractor, trailer, carrier identity or operating authority after acceptance without Broker's prior written approval, except where immediate substitution is necessary for safety and Broker is notified promptly.

7. LOAD TENDERS AND RATE CONFIRMATIONS

Each accepted Rate Confirmation will identify the shipment, rate, currency, equipment, stops, appointments and special requirements. Carrier shall review all information before acceptance and immediately request correction of any discrepancy.

The stated rate is all-inclusive except for accessorials expressly identified or later approved in writing by Broker. Carrier shall not rely on oral promises of additional compensation unless confirmed in writing by an authorised Broker representative.

Carrier shall not contact a Customer to negotiate rates or obtain commercial changes. Operational communications with facilities are permitted only as reasonably required to perform the accepted shipment.

8. NO REBROKERING, SUBCONTRACTING OR UNAUTHORISED TRANSFER

Carrier shall transport every accepted shipment using Carrier's own active authority and equipment operated by Carrier's employees or bona fide leased owner-operators under Carrier's exclusive possession, control and responsibility. Carrier shall not broker, rebroker, co-broker, subcontract, interline, assign, trip-lease, transfer or tender any shipment to another motor carrier, dispatch service, broker or third party without Broker's prior written consent identifying the actual performing carrier.

A violation is a material breach. Broker may suspend payment, redirect payment to the lawful performing carrier, notify Customers, insurers and regulators, and recover Losses caused by the violation. This remedy is compensatory and does not limit any other lawful remedy.

Carrier shall not use an unauthorised dispatch service to obtain or manage Broker loads. Any authorised dispatch service acts solely for Carrier and has no authority beyond Carrier's actual authority.

9. EXCLUSIVE POSSESSION, CONTROL AND RESPONSIBILITY

Carrier shall have exclusive possession, control and use of the equipment and assumes complete responsibility for operation during transportation. Any lease of equipment shall comply with applicable leasing regulations and shall not dilute Carrier's responsibility.

Broker does not control drivers, equipment, routing, maintenance, rest decisions or operational safety. Tracking requests and appointment communications are administrative shipment-visibility functions and do not create operational control.

10. BILLS OF LADING AND SHIPPING DOCUMENTS

Carrier shall issue or execute the applicable receipt or bill of lading as the actual motor carrier. Broker's name shall not be shown as the carrier. Failure to issue or correctly complete a bill of lading does not reduce Carrier's liability or obligations.

Carrier shall compare the Rate Confirmation, bill of lading and freight tender before departure. Any conflicting commodity, count, weight, temperature, seal, destination, hazmat or special instruction must be reported to Broker before signing or leaving the facility.

Unless Broker expressly agrees otherwise in writing, the terms of this Agreement control over conflicting carrier tariff, bill-of-lading boilerplate, website terms, invoice terms or unilateral documents issued by Carrier.

11. LOADING, COUNT, SECUREMENT, SEALS AND CARGO CONDITION

Carrier is responsible for inspecting apparent cargo condition, trailer suitability, distribution, weight, securement and seal information before departure. Carrier shall promptly report visible damage, shortage, overage, improper packaging, overweight condition or unsafe loading.

Where Carrier is not permitted to observe loading or count, Carrier shall cause the bill of lading to be marked "shipper load and count" or equivalent and shall notify Broker of any material concern. Such notation does not excuse Carrier from duties within its control, including securement and safe operation.

Carrier shall preserve all seals. No seal may be removed or replaced except by the consignee, law enforcement, border authorities or with Broker's written direction. Carrier shall record seal numbers and report any discrepancy immediately.

12. PICKUP, DELIVERY AND SERVICE PERFORMANCE

Carrier shall arrive on time, confirm facility requirements and provide prompt notice of any delay, accident, breakdown, rejection, detention, border hold, appointment issue or condition that may affect the shipment.

Carrier shall not change appointments, route freight to another facility, consolidate freight, transload, cross-dock, warehouse, leave freight unattended or permit unauthorised access without Broker's written approval, except where necessary to protect life or property.

Carrier shall obtain complete, legible pickup and delivery records, including signatures, printed names, dates, times, exceptions, seal status and all pages of the bill of lading or proof of delivery.

Carrier shall report any accident, cargo theft, attempted theft, fictitious pickup, cargo diversion, hijacking, spill, seal discrepancy, temperature excursion, law-enforcement contact, facility property damage or other material incident immediately when safe and legally permitted, and shall provide a written incident report within twenty-four (24) hours. The report shall include available photographs and video, police or agency report numbers, driver and witness statements, tractor/trailer and seal information, cargo disposition, GPS/ELD/telematics data, and all other reasonably

requested evidence. Carrier shall preserve relevant equipment, documents, electronic records and communications, shall not alter or destroy evidence, and shall cooperate with Broker, Customer, insurers and authorities.

13. TRACKING, COMMUNICATIONS AND MOBILE-SAFETY RULES

Carrier shall provide continuous shipment visibility by the method specified in the Rate Confirmation, including approved GPS, ELD-integrated tracking, mobile application, portal or check calls. Carrier shall ensure that tracking remains active from dispatch through final delivery unless legally or technically impossible.

Carrier authorises Broker and approved tracking providers to process location, device and shipment-status data solely for transportation, security, customer-service, audit and compliance purposes.

No driver shall read or send a message while operating a vehicle. Communications must be handled while lawfully stopped or through a lawful hands-free method. Carrier remains responsible for compliance with distracted-driving laws.

14. DETENTION, LAYOVER, TONU AND ACCESSORIAL CHARGES

No detention, layover, truck-order-not-used, lumper, toll, storage, redelivery, reconsignment, pallet, border, permit or other accessorial charge is payable unless authorised in the Rate Confirmation or approved in writing by Broker.

Carrier shall notify Broker before detention begins or as soon as the qualifying condition is known, and shall provide facility-verified arrival and departure times, receipts and other supporting documentation. Unless a Rate Confirmation states otherwise, Carrier shall submit accessorial requests within five (5) business days after delivery.

Broker may deny unsupported, untimely or unauthorised charges to the extent permitted by law. Carrier shall reasonably mitigate all accessorial costs.

15. COMPENSATION, INVOICING AND PAYMENT

Broker shall pay the agreed rate for properly completed Services, subject to this Agreement, after receipt of Carrier's invoice, signed Rate Confirmation, complete bill of lading, legible proof of delivery, receipts and all required supporting documents.

Unless the Rate Confirmation states otherwise, undisputed freight charges are payable within thirty (30) days after Broker receives a complete and accurate invoice package. Quick Pay is available only when separately approved and may be subject to the disclosed fee.

Carrier shall submit invoices within ninety (90) days after delivery. A materially late invoice may be denied to the extent Broker or the Customer is prejudiced, subject to mandatory law. Payment does not waive Broker's right to later audit, offset or recover duplicate, erroneous or unsupported amounts.

16. FACTORING, ASSIGNMENT AND PAYMENT-INSTRUCTION SECURITY

Carrier may assign freight receivables to one disclosed factor by a valid Notice of Assignment accepted by Broker. Carrier may not assign operational obligations. Conflicting assignments are Carrier's responsibility, and Broker may suspend payment until entitlement is verified.

Any change to bank account, remittance address, factor or payment instructions is ineffective until Broker completes independent verification through previously validated contact information and receives supporting documentation. Email alone is insufficient.

Payment made in good faith to the last verified payee discharges Broker to the extent of that payment. Carrier shall indemnify Broker from Losses caused by Carrier's conflicting or fraudulent payment instructions.

17. CARGO LIABILITY AND CLAIMS

Carrier assumes liability for actual loss, damage, shortage, contamination, delay-related physical damage and destruction of cargo from the time Carrier or its agent takes possession until proper delivery, subject to governing mandatory law. For U.S. interstate shipments, Carrier's liability is governed by 49 U.S.C. 14706 and applicable regulations unless a valid written released-value agreement expressly applies to the specific shipment.

Carrier shall not limit liability by tariff, bill of lading, website term, invoice or unilateral document. Any limitation must be specifically negotiated, reasonable, supported by lawful rate alternatives where required, and accepted in a writing signed by Broker before pickup.

Broker may administer claims for the Customer and may pursue claims as assignee or authorised representative. Carrier shall acknowledge a properly submitted written cargo claim within thirty (30) days after receipt unless it has already paid or declined the claim in writing. Carrier shall promptly and thoroughly investigate the claim and, within one hundred twenty (120) days after receipt, pay the claim, decline it in writing with stated reasons, or make a firm written compromise offer. If final disposition cannot be made within 120 days, Carrier shall provide a written status report and explanation at that time and every sixty (60) days thereafter while the claim remains pending. Carrier shall maintain a separate claim file, preserve evidence, allow inspection, protect salvage, and not dispose of cargo without written authorisation.

The foregoing administration periods are intended to track applicable federal claim-processing standards for covered shipments and do not shorten any non-waivable filing or suit period. Insurance does not limit Carrier's liability. Carrier shall remain responsible for deductibles, exclusions, policy defences and uninsured amounts.

18. INSURANCE

Carrier shall maintain, at its own expense, insurance issued by financially responsible insurers authorised where required, including commercial automobile liability, cargo, commercial general liability, workers' compensation and employer's liability, and any specialised coverage stated in Schedule B or a Rate Confirmation.

Carrier shall provide certificates and endorsements before service and on renewal. Broker and Customers may be named as additional insureds where commercially available and required. Coverage shall be primary and non-contributory to the extent stated in an endorsement.

Carrier shall provide prompt notice of cancellation, non-renewal, material reduction or exhaustion of limits. Certificates are evidence only and do not amend policies or reduce Carrier's contractual obligations.

19. INDEMNIFICATION AND BROKER LIMITATION OF LIABILITY

Carrier shall defend, indemnify and hold harmless Broker, Customers and their respective affiliates, officers, employees and agents from Losses arising out of Carrier's Services, including bodily injury, death, property damage, cargo claims, regulatory violations, employment claims, taxes, liens, rebroking, fraud, data incidents or breach of this Agreement, to the extent caused by Carrier or persons for whom Carrier is responsible.

Broker shall indemnify Carrier from third-party Losses to the extent directly caused by Broker's gross negligence, wilful misconduct or material breach. Neither Party is required to indemnify another for that other party's sole negligence or wilful misconduct where prohibited by law.

The indemnified party shall provide reasonable notice and cooperation. The indemnifying party may control the defence with qualified counsel, but may not settle a matter that admits wrongdoing by or imposes non-monetary obligations on the indemnified party without consent.

To the fullest extent permitted by Applicable Law, Broker is not liable as a motor carrier and shall not be responsible for cargo loss, cargo damage, shortage, contamination, delay-related physical damage, bodily injury, death, property damage, driver conduct, equipment condition or failure, safety violations, citations, fines, towing, storage, environmental releases, or acts or omissions of Carrier or any person for whom Carrier is responsible. Broker's performance of vetting, tracking, claims administration, appointment communication or customer service does not create motor-carrier liability or operational control.

Except for Broker's fraud, gross negligence, wilful misconduct, breach of confidentiality, or liability that cannot lawfully be limited, Broker's aggregate liability to Carrier for direct damages arising from any one shipment shall not exceed the brokerage compensation actually earned and retained by Broker on that shipment. Neither Party shall be liable to the other for consequential, incidental, special, exemplary or punitive damages, or lost profits, revenue, opportunity or goodwill, even if advised of the possibility, except that this exclusion does not limit Carrier's cargo liability, indemnification obligations, fraud, rebrokering liability, confidentiality or data-security obligations, or amounts payable under an accepted Rate Confirmation.

20. FREIGHT CHARGES, CUSTOMER CONTACT, LIENS AND CARGO POSSESSION

Carrier shall look solely to Broker for payment of freight charges except where mandatory law requires otherwise or Broker provides written authorisation. Carrier shall not invoice, demand payment from, or threaten collection against a Customer, consignor or consignee for a Broker-tendered shipment.

Payment to Broker by a Customer discharges that Customer from carrier freight-charge liability to the fullest extent permitted by law. Payment by Broker to Carrier discharges Broker and the Customer for the amount paid.

Carrier shall not hold, delay, divert, refuse delivery of, or assert a possessory lien against cargo as leverage for disputed charges. Carrier shall deliver cargo as instructed and pursue payment disputes through the procedures in this Agreement. This clause does not waive a non-waivable statutory lien but requires lawful, proportionate use and immediate notice.

21. CONFIDENTIALITY, CUSTOMER INFORMATION AND LIMITED NON-CIRCUMVENTION

Carrier shall protect Broker's and Customers' non-public rates, lanes, contacts, volumes, pricing methods, security procedures, shipment data, credentials and business information as Confidential Information. Carrier may use it only to perform accepted Services.

Carrier shall not use Confidential Information to bypass Broker on an active or pending shipment, redirect business, solicit a Customer using Broker's protected information, or disclose rates to another carrier or broker. This provision does not prohibit lawful competition based on independently developed information or a documented pre-existing relationship.

Confidentiality obligations continue for five (5) years after termination, and trade-secret obligations continue for so long as the information remains a trade secret. Carrier shall not use Broker's name, logo or trademarks publicly without written consent.

22. FRAUD, IDENTITY THEFT, CYBERSECURITY AND DATA PROTECTION

Carrier shall maintain commercially reasonable administrative, technical and physical safeguards against identity theft, fictitious pickup, phishing, credential theft, unauthorised payment changes and cargo diversion.

Carrier shall verify dispatch instructions and immediately report suspicious domains, altered rate confirmations, unusual pickup requests, unauthorised changes, compromised email, stolen credentials or fraudulent use of Carrier's authority. Pickup numbers and security codes shall be disclosed only to verified personnel.

Carrier shall not upload Broker, Customer, driver or shipment information to unapproved artificial-intelligence tools, personal cloud storage, public messaging groups or third-party software. Carrier shall notify Broker within twenty-four (24) hours of a suspected data or credential incident and cooperate with containment and investigation.

23. U.S.-CANADA CROSS-BORDER AND CUSTOMS SERVICES

For cross-border shipments, Carrier shall maintain all required carrier codes, bonds, permits and customs-program registrations and shall timely transmit accurate ACE, ACI/eManifest, PAPS, PARS, cargo-control and arrival information within Carrier's responsibility.

Carrier shall follow the designated port of entry and customs-broker instructions; preserve customs seals and documents; and immediately report holds, examinations, refusals, inadmissibility, rejected manifests or discrepancies. Carrier shall not cross the border until required releases are reasonably confirmed.

Broker is not the importer of record, exporter of record or customs broker unless separately agreed in writing. Shipper-provided commodity, classification, origin and value information remains the shipper's responsibility, but Carrier must report apparent inconsistencies before movement.

When operating in Canada, Carrier shall comply with applicable Commercial Vehicle Drivers Hours of Service Regulations, certified ELD requirements, provincial safety and insurance rules, and Transportation of Dangerous Goods requirements.

24. HAZARDOUS MATERIALS AND DANGEROUS GOODS

Carrier shall transport hazardous materials or dangerous goods only when the Rate Confirmation expressly identifies them and Carrier has all required authority, permits, insurance, trained personnel, endorsements, placards, equipment and emergency procedures.

Carrier shall verify that shipping papers, markings, labels, placards, emergency information and means of containment appear compliant before movement and shall refuse or stop transportation of any apparently non-compliant tender until corrected.

Carrier shall immediately report any spill, release, exposure, security incident, accident or regulatory contact and shall perform all notifications required by law. Carrier is responsible for violations within Carrier's control.

25. TEMPERATURE-CONTROLLED, FOOD-GRADE, PHARMACEUTICAL AND HIGH-VALUE FREIGHT

For temperature-controlled freight, Carrier shall pre-cool as instructed, confirm equipment operation, maintain the specified temperature and cycle, preserve air circulation, record set-point and temperature data, and provide records on request. Carrier shall immediately report any deviation or equipment failure.

Food-grade and pharmaceutical equipment must be sanitary, free from contamination, prior incompatible cargo and odour, and comply with applicable sanitary-transportation requirements. Carrier shall maintain washout and prior-load records when required.

For high-value or security-sensitive loads, Carrier shall comply with route, parking, team-driver, seal, geofence, no-stop, attendance and continuous-tracking requirements. Carrier shall not disclose cargo or route information except to verified personnel with a need to know.

26. RECORDS, AUDIT AND TRANSACTION TRANSPARENCY

Carrier shall retain shipment, driver, equipment, tracking, temperature, inspection, insurance, payment and compliance records for at least three (3) years, or longer where Applicable Law or a Customer requirement applies, and shall provide relevant records on reasonable request.

Broker may audit documents reasonably related to charges, compliance, insurance, cargo claims, rebrokering, identity verification and performance. Audits shall be conducted in a commercially reasonable manner and subject to confidentiality.

Requests concerning broker transaction records will be handled in accordance with then-applicable law, including any non-waivable rights under 49 C.F.R. 371.3. Nothing in this Agreement expands or contracts a right that Applicable Law does not permit the Parties to alter.

27. TAXES, EXPENSES AND EMPLOYMENT OBLIGATIONS

Carrier is responsible for all operating expenses, fuel, tolls, permits, equipment, payroll, taxes, assessments, insurance, benefits and other costs except charges expressly accepted by Broker in writing.

Carrier shall provide valid tax documentation, including IRS Form W-9 or applicable foreign documentation, and Canadian tax information where relevant. Broker may make withholding or reporting required by law.

28. ANTI-BRIBERY, SANCTIONS AND TRADE COMPLIANCE

Carrier shall comply with applicable anti-bribery, anti-corruption, anti-money-laundering, sanctions, export-control and denied-party restrictions. Carrier shall not offer improper payments, conceal beneficial ownership, use sanctioned parties or route shipments to evade legal restrictions.

Carrier shall promptly provide ownership and compliance information reasonably requested for screening and shall notify Broker of any sanctions designation, enforcement action or material ownership change.

29. FORCE MAJEURE

Neither Party is liable for failure caused by an event beyond its reasonable control that could not reasonably be prevented, provided the affected Party promptly notifies the other, mitigates the effect and resumes performance when possible.

Force majeure does not include lack of lawful driving hours, ordinary traffic, foreseeable weather, equipment maintenance failure, driver shortage, financial difficulty or subcontractor failure where the event could reasonably have been avoided or mitigated.

Cargo safety, communication, claims, confidentiality and legal-compliance obligations continue during a force-majeure event.

30. TERM AND TERMINATION

This Agreement begins on the Effective Date and continues until terminated. Either Party may terminate without cause on thirty (30) days' written notice.

Broker may suspend tenders or terminate immediately for inactive authority or insurance, safety concerns, rebrokering, fraud, cargo theft, material data incident, repeated service failure, insolvency, regulatory action or material breach.

Termination does not affect accepted shipments, accrued payment obligations, claims or provisions that by nature survive, including cargo liability, indemnity, confidentiality, audit, payment, dispute resolution and records.

31. DEFAULT, SETOFF AND REMEDIES

Upon a material breach, the non-breaching Party may pursue lawful remedies after any required notice and cure period. No cure period is required for fraud, rebrokering, cargo theft, unsafe operation, loss of authority, insurance lapse or intentional misuse of confidential information.

Broker may offset against amounts otherwise payable to Carrier any documented, matured and good-faith amount owed by Carrier, including duplicate payments, undisputed claims, insurance deductibles, chargebacks and costs caused by Carrier's breach. Broker shall provide a reasonable statement of the basis for the offset.

Remedies are cumulative. Failure to exercise a remedy is not a waiver.

32. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement is governed by the laws of the State of California, without regard to conflicts rules, together with applicable federal transportation law and any non-waivable Canadian or provincial law governing a specific shipment.

The Parties shall first attempt in good faith to resolve a dispute through executive-level discussions. If unresolved after fifteen (15) business days, the dispute shall be resolved by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules before one arbitrator. The seat shall be Alameda County, California, and hearings may be remote. The Federal Arbitration Act governs the arbitration agreement to the extent applicable.

Either Party may seek temporary injunctive relief, cargo-preservation relief or enforcement of an arbitration award in a court of competent jurisdiction in Alameda County, California. The prevailing Party may recover reasonable legal fees and costs where permitted. Claims shall be brought individually, not as a class or representative action, to the extent enforceable.

If arbitration is unavailable or unenforceable for a particular claim, the state and federal courts located in Alameda County, California shall have exclusive jurisdiction to the extent permitted by mandatory venue law. Each Party waives jury trial to the extent enforceable.

33. NOTICES

Formal notices shall be in writing and delivered by personal delivery, nationally recognised courier, certified mail, or email with evidence of transmission to the notice contacts in Schedule A. Routine dispatch, tracking and invoice communications are not formal notices unless expressly stated.

A Party shall update its notice information promptly. Notice is effective on receipt, refusal or documented delivery, subject to Applicable Law.

34. GENERAL CONTRACT TERMS

This Agreement, its schedules, accepted Rate Confirmations and signed addenda constitute the entire agreement regarding the Services and supersede all prior oral or written broker-carrier agreements, representations and understandings between the Parties concerning the Services, except obligations already accrued under completed shipments.

Order of precedence is: (a) a signed amendment expressly modifying this Agreement; (b) this Agreement; (c) a Rate Confirmation for shipment-specific commercial and operational terms; (d) an accepted customer-specific instruction; and (e) published Carrier Terms, except mandatory law always controls.

The Carrier Terms applicable to a shipment are the version expressly identified in the Rate Confirmation or, if no version is identified, the version published at <https://vexologistics.com/carrier-terms> and archived by Broker as of the date Carrier accepts that shipment. A later website amendment applies prospectively only and does not modify an already accepted shipment unless both Parties expressly agree in a written or electronic record. Broker may retain archived PDF copies, publication records, delivery records and acceptance evidence to establish the applicable version.

No amendment or waiver is effective unless in a written or electronic record approved by authorised representatives. Headings are for convenience. "Including" means including without limitation. Ambiguities shall not be construed against a Party solely because it drafted the document.

Carrier may not assign this Agreement without Broker's consent, except a permitted receivable assignment. Broker may assign to an affiliate, financing party or successor. If any provision is unenforceable, it shall be modified to the minimum extent necessary and the remainder remains effective.

No third party is a beneficiary except indemnified parties and Customers solely to the extent a provision expressly protects them.

35. ELECTRONIC RECORDS, COUNTERPARTS AND EVIDENTIARY USE

The Parties consent to electronic contracting, signatures, acknowledgements, records and notices. A signature may be evidenced by an electronic-signature platform, authenticated portal action, signed PDF, verified email acceptance or other reliable method agreed by the Parties.

Counterparts together form one instrument. The Parties intend electronically stored copies, platform audit trails, timestamps, IP logs, email records, Rate Confirmation acceptances, tracking records and payment records to be admissible to the fullest extent permitted by law.

Each signatory represents that the signatory has reviewed the Agreement, had an opportunity to seek legal advice and has authority to bind the named Party.

SCHEDULE A

CARRIER PROFILE, AUTHORITY AND NOTICE INFORMATION

Carrier legal name	
DBA / trade name	
Entity type	
Formation jurisdiction	
Owner / controlling principal	
Authority effective date	
Principal business address	
City / State or Province / Postal Code	
MC number	
USDOT number	
Canadian NSC / CVOR / Safety number	
SCAC	
Canadian carrier code	
Business number / EIN	
Primary operations contact	
Operations email	
Operations phone	
After-hours emergency phone	
Accounts payable contact	
Invoice email	
Formal notice email	
Website	

☐ U.S. interstate carrier	☐ Canadian carrier	☐ U.S.-Canada cross-border
☐ Hazmat / dangerous goods	☐ Refrigerated	☐ High-value / security

SCHEDULE B

INSURANCE REQUIREMENTS AND CERTIFICATE DETAILS

Coverage	Contract Requirement	Actual Limit	Expiration
Commercial automobile liability	USD \$1,000,000 combined single limit or higher required by law/customer		
Motor truck cargo	USD \$100,000 minimum; higher amount if stated in Rate Confirmation		
Commercial general liability	USD \$1,000,000 per occurrence / USD \$2,000,000 aggregate		
Workers' compensation	Statutory limits in each applicable jurisdiction		
Employer's liability	USD \$1,000,000 or applicable required amount		
Reefer breakdown / spoilage	Required when refrigerated freight is accepted		
Umbrella / excess liability	As required by Rate Confirmation or customer requirements		

Insurance broker / agency	
Agency phone	
Agency email	
Auto insurer	
Auto policy number	
Cargo insurer	
Cargo policy number	
Cargo deductible	
Workers compensation policy / exemption basis	
COI verification date	
Policy cancellation notice recipient	

Insurance acknowledgement. The listed requirements are contractual minimums and do not limit Carrier's liability. Higher limits or specialised endorsements may be required for a particular shipment. Carrier shall provide certificates and requested endorsements before dispatch.

SCHEDULE C

PAYMENT, QUICK PAY AND FACTORING INSTRUCTIONS

Standard payment term	30 days	after receipt of complete invoice package; enter a different term only in a signed Rate Confirmation or addendum
Invoice submission email		
Preferred currency	☐ USD ☐ CAD	
Quick Pay election	☐ No Quick Pay ☐ 2-day ☐ 7-day	
Quick Pay fee		percentage or flat fee
Remittance method	☐ ACH/EFT ☐ Wire ☐ Cheque	

Factoring / Notice of Assignment

Factoring company legal name	
Factor address	
Factor contact	
Factor email	
Factor phone	
Notice of Assignment date	
Release of Assignment required?	

Security warning. Do not place full bank-account numbers in this public-facing agreement. Banking instructions must be delivered through VEXO's secure onboarding process and independently verified before payment.

SCHEDULE D

SPECIALISED SERVICES AND CROSS-BORDER CERTIFICATION

☐ Dry van	☐ Refrigerated	☐ Flatbed / open deck	☐ LTL / partial
☐ Drayage / port	☐ Intermodal	☐ Hazmat / dangerous goods	☐ Bonded carrier
☐ Food-grade	☐ Pharmaceutical	☐ High-value	☐ Team service
☐ Power only	☐ Drop trailer	☐ White glove	☐ U.S.-Canada cross-border

Canadian carrier code	
Bonded carrier number / status	
Primary U.S. port(s)	
Primary Canadian port(s)	
ACI/eManifest provider	
ACE/PAPS provider	
Dangerous-goods certificate expiry	
Hazmat registration / permit	
Reefer telematics / temperature records	
High-value cargo maximum accepted	

Carrier certifies that any checked service will be performed only when Carrier possesses the required equipment, insurance, personnel, permits, training and operational capability. Checking a service does not obligate Broker to tender or Carrier to accept any particular shipment.

SCHEDULE E

ONBOARDING CHECKLIST AND CARRIER CERTIFICATIONS

☐ Completed W-9 or applicable tax form	☐ Active motor-carrier authority verified
☐ USDOT / safety profile verified	☐ Current certificate of insurance
☐ Auto-liability coverage verified	☐ Cargo coverage verified
☐ Workers' compensation verified or exemption documented	☐ Factor / Notice of Assignment verified
☐ Payment instructions independently verified	☐ Operations and emergency contacts verified
☐ Owner / signatory identity verified	☐ Email domain and phone independently verified
☐ Canadian carrier code / safety number verified if applicable	☐ Hazmat / TDG documents verified if applicable
☐ Reefer / food-grade capability verified if applicable	☐ Carrier received Agreement and Carrier Terms
☐ Fraud and fictitious-pickup protocol acknowledged	☐ Tracking and data-use consent acknowledged

CARRIER CERTIFICATION. Carrier certifies that all information provided to Broker is true, current and complete; that Carrier is not using another entity's authority; that no undisclosed person controls dispatch or payments; that Carrier will immediately report material changes; and that Carrier has implemented reasonable procedures to prevent double brokering, identity theft, fictitious pickup and cargo diversion.

FMCSA safety rating		Verified on	
FMCSA-listed phone verified		FMCSA-listed email verified	
W-9 legal name		TIN match status	

VEXO reviewer		Review date	
Approval status	☐ Approved ☐ Conditional ☐ Declined	Initials	
Approval timestamp		Reviewer ID	

SCHEDULE F

EXECUTION, ACCEPTANCE AND SIGNATURES

The undersigned Parties execute this Agreement as of the Effective Date. Each signatory represents that the signatory is authorised to bind the identified Party. Electronic signatures and counterparts are permitted under Section 35.

BROKER	CARRIER
Velocity, Execution, Operations d/b/a VEXO Logistics	
MC-1730101	MC: USDOT:

Authorised signature		Authorised signature	
Printed name		Printed name	
Title		Title	
Date		Date	
Email		Email	

☐ Carrier acknowledges receipt of the complete Agreement, Schedules and incorporated Carrier Terms.	
☐ The signatory certifies authority to bind Carrier and that the information supplied is accurate.	

Broker initials _____ Carrier initials _____ Agreement version / date _____

LEGAL REVIEW NOTICE. This definitive master template is designed for VEXO's recurring U.S., Canadian and cross-border brokerage operations. It should be reviewed by licensed transportation counsel before first use and after any material change in law, company structure, authority, financial responsibility, insurance programme, website Carrier Terms or operating model. Local mandatory law may alter particular provisions for Canadian, provincial or intrastate shipments.