



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

Transportation Brokerage Services - U.S., Canada and Cross-Border

Agreement Type	Master Shipper-Broker Transportation Services Agreement		
Broker	Velocity, Execution, Operations d/b/a VEXO Logistics ("Broker")		
Broker Authority	FMCSA Property Broker Authority: MC-1730101		
Agreement Version	VEXO-SBA-2026.07.1		
Customer Legal Name			
Customer DBA / Division			
Effective Date			
Default Payment Terms	Net 30 days		
Late Charge	1.5% per month (18% per annum)		
Invoice Dispute Period	30 days		
Broker Direct-Liability Cap	USD \$100.00	Customer initials _____	
Customer Terms URL / Version	https://www.vexologistics.com/#shipper-terms	VEXO-LEGAL-2026-09-19-1	

IMPORTANT COMMERCIAL CONTRACT. Broker arranges transportation through independent motor carriers and does not itself transport the cargo unless a separate written document expressly identifies a licensed motor-carrier affiliate as the performing carrier. This Agreement includes conspicuous limitations of liability, a waiver of consequential damages, payment and collection obligations, cargo-claim procedures, binding arbitration and electronic-record provisions. Customer should not execute this Agreement unless its signatory has authority to bind Customer.

Payment / no-setoff initials

Arbitration initials

Claims initials

This Agreement is intended for commercial business-to-business transportation brokerage. It is not intended for consumer household-goods transportation or personal, family or household use.

Company details updated September 27, 2026. Existing signed records are unchanged.

MASTER SHIPPER-BROKER TRANSPORTATION SERVICES AGREEMENT

Effective as of the date entered on the cover page

This Master Shipper-Broker Transportation Services 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 customer identified on the cover page and in Schedule A ("**Customer**"). Broker and Customer may each be referred to as a "Party" and collectively as the "Parties."

RECITALS. Broker arranges transportation and related logistics services through independent motor carriers and other authorised service providers. Customer desires to tender commercial shipments to Broker for transportation arrangement. The Parties intend this Agreement to govern their recurring relationship and all shipment-specific tenders, quotations, confirmations and accepted services. In consideration of the mutual promises below, the Parties agree as follows.

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Schedules A-H	Customer Profile; Commercial Terms; Accessorials; Services; Claims/Coverage; Cross-Border/Hazmat; Data Contacts; Signatures

Incorporated Documents. Each accepted written quotation, shipment tender, load or rate confirmation, service schedule, statement of work, credit approval, customer-specific instruction and signed addendum forms part of this Agreement. Shipment-specific commercial terms may be modified by a written confirmation for that shipment, but no shipment document amends this Agreement generally unless it expressly states that it is a signed amendment.

1. DEFINITIONS

1.1 "Applicable Law" means all statutes, regulations, orders, permits, tariffs, mandatory conditions of carriage and governmental requirements applicable to the Parties, a shipment or the Services, including U.S. federal and state law and, where applicable, Canadian federal and provincial law.

1.2 "Carrier" means an independent motor carrier or other authorised transportation provider selected by Broker to perform all or part of the physical transportation.

1.3 "Customer" includes the named Party and any shipper, consignor, consignee, beneficial cargo owner, affiliate, division or authorised user for whose account Customer tenders a shipment, provided Customer remains responsible for all obligations and charges.

1.4 "Customer Terms" means Broker's published customer terms, if any, at the URL and version identified on the cover or an applicable shipment confirmation.

1.5 "Loss" includes claims, demands, liabilities, fines, penalties, judgments, damages, costs, expenses and reasonable legal fees, except where prohibited by law.

1.6 "Shipment" means the goods covered by one accepted tender, bill of lading or shipment number, including related accessorial and storage services.

1.7 "Services" means transportation brokerage and related coordination, documentation, tracking and administrative services performed by Broker under this Agreement.

2. APPOINTMENT; NON-EXCLUSIVE RELATIONSHIP

Customer appoints Broker, on a non-exclusive basis, to arrange transportation of commercial property through authorised Carriers. Broker may accept or decline any tender in its commercial discretion. This Agreement does not require Customer to tender any minimum volume or Broker to provide any minimum capacity, equipment, service level or revenue commitment.

Broker may use employees, agents, technology providers, tracking vendors, payment processors, factoring companies and administrative subcontractors to support the Services. Broker remains responsible for its contractual obligations, but those service providers do not become motor carriers or bailees of the cargo solely through their administrative functions.

Customer may use other brokers or carriers. Broker may serve other customers, including competitors of Customer, provided Broker complies with its confidentiality obligations.

3. BROKER STATUS; NO MOTOR-CARRIER OR CUSTOMS-BROKER ROLE

Broker is a property broker that arranges transportation and does not take possession, custody or control of cargo, operate the transporting equipment, employ the Carrier's drivers or assume the obligations of a motor carrier. The Carmack Amendment and other laws imposing motor-carrier liability do not apply to Broker solely because Broker arranged the transportation.

Insertion of Broker's name on a bill of lading, delivery receipt, customs record, shipper portal or other document as a carrier, transporter or receiving party is for administrative convenience only and does not change Broker's legal status unless a separate written agreement signed by Broker expressly states otherwise.

Broker is not a licensed customs broker, ocean transportation intermediary, NVOCC, air carrier, indirect air carrier, warehouseman or freight forwarder unless the applicable service schedule expressly identifies the licensed entity and authority performing that service. Customs entry, ocean, air, rail, warehousing, transloading, intermodal or other specialised services require separate written approval and may be subject to additional terms.

4. BROKER AUTHORITY AND FINANCIAL RESPONSIBILITY

Broker represents that, while accepting new Shipments under this Agreement, it will maintain the property-broker authority, process-agent designation and financial-security filing required for its U.S. brokerage operations, including a BMC-84 surety bond or BMC-85 trust in the amount required by Applicable Law.

Broker will not knowingly tender a new Shipment while its federal broker authority is suspended or revoked. Customer acknowledges that Broker's bond or trust is statutory financial security for qualifying claims and is not cargo insurance, a performance guarantee or a substitute for Customer's own insurance.

5. CUSTOMER AUTHORITY AND COMMERCIAL PURPOSE

Customer represents that it is a commercial business, has authority to tender each Shipment and to bind the shipper, beneficial cargo owner, consignor and consignee to the operational information and payment obligations supplied by Customer. Customer shall obtain all internal, owner, vendor, consignee and governmental approvals required for the Shipment.

If Customer is itself a broker, freight forwarder, 3PL, reseller, agent or intermediary, Customer represents that it holds any authority required by law, has authority from the beneficial cargo owner and remains primarily liable for all charges and obligations. Broker may communicate with origin, destination, customs, security and cargo stakeholders as reasonably necessary to perform the Services.

Customer shall not tender consumer household goods, personal effects or goods for personal, family or household use unless Broker provides prior written approval and identifies any additional authority and terms that apply.

6. CARRIER SELECTION AND VETTING

Broker shall use commercially reasonable procedures to select Carriers that hold the operating authority and insurance Broker requires for the tendered Service at the time of selection. Broker may consider authority, insurance, safety data, commodity capability, equipment, identity verification, service history, customer requirements and fraud indicators.

Public regulatory and insurance data may be incomplete, delayed or inaccurate. Broker does not warrant a Carrier's future compliance, safety performance, solvency, cargo-insurance coverage, driver conduct or ability to satisfy a claim. Carrier selection is not an assumption of Carrier liability by Broker.

Customer may request reasonable carrier qualifications or exclusions in writing before tender. Broker is not responsible for requirements not disclosed and accepted before dispatch. Customer may not direct the use of an unapproved carrier or release cargo to a person whose identity has not been confirmed under Broker's dispatch instructions.

7. SERVICE STANDARDS; NO TRANSIT OR EQUIPMENT GUARANTEE

Broker will use commercially reasonable efforts to arrange the accepted Services and obtain shipment status information. Pickup dates, appointment times, estimated arrival times, transit times, equipment availability and tracking data are estimates unless Broker expressly provides a written guarantee signed by an authorised officer.

Broker is not liable for missed appointments, market loss, production interruption, chargebacks or delay caused by a Carrier, facility, customs authority, weather, traffic, mechanical failure, labour event or other circumstance outside Broker's direct control. Customer shall disclose any time-critical requirement and the specific financial consequence before acceptance so Broker may determine whether a separately priced guaranteed service is available.

Tracking, GPS, ELD and telematics information may be delayed, estimated or supplied by third parties. Such information is provided for operational planning and does not guarantee location, condition, temperature or delivery time.

8. RATE QUOTES AND SHIPMENT ACCEPTANCE

A rate is binding only when issued in writing by an authorised Broker representative and based on complete and accurate shipment information. A quotation applies only to the named bill-to party, commodity, origin, destination, equipment, dates, stops, weight, dimensions and services stated. Unless otherwise specified, a spot quotation expires upon the earlier of twenty-four (24) hours, the stated expiration or a material market or shipment change.

Customer accepts a quotation and the related terms by signing or electronically accepting a confirmation, tendering freight, instructing Broker to dispatch a Carrier, allowing pickup to occur or otherwise accepting performance. Customer is bound even if an unsigned confirmation accompanies a Shipment that Customer knowingly tenders.

Quotes are confidential commercial information. Customer shall not disclose Broker rates or carrier information outside personnel and advisors with a need to know, except as required by law. Broker may re-quote or withdraw an unaccepted rate when capacity, fuel, market, regulatory or shipment conditions change.

9. RATE SCOPE; NO INTERMEDIATE POINTS; CHANGED SHIPMENTS

A quoted rate covers only the stated origin, destination, stops, commodity, equipment and included services. It does not apply to intermediate pickup or delivery points, stop-in-transit, split loading, partial delivery, reconsignment, redelivery, storage, disposal, border examination, demurrage, per diem or other service not expressly included.

Customer shall immediately disclose changes to weight, dimensions, quantity, commodity, value, temperature, appointment, equipment, access, route, customs status or service requirements. Broker may revise the rate and schedule. If the actual Shipment differs from the quoted Shipment, Customer shall pay the applicable revised transportation and accessorial charges.

Unless Schedule C states otherwise, a materially misdeclared or prohibited Shipment may be assessed an administrative charge of USD \$1,000 per Shipment in addition to all carrier, governmental, storage, handling, legal and remediation costs. Higher charges may apply to undeclared hazardous, restricted, high-value or temperature-sensitive goods.

10. SHIPPING INSTRUCTIONS AND AUTHORISED COMMUNICATIONS

Customer shall provide complete written shipping instructions through an approved email address, portal, API, EDI connection or other accepted channel. Instructions must identify the correct bill-to entity, origin, destination, contacts, dates, appointments, commodity, exact weight and dimensions, handling units, equipment, value, temperature, seals, purchase orders, customs status, hazardous-material information and special security or handling requirements.

Customer is responsible for the accuracy and completeness of all information supplied by Customer, its vendors, facilities, consignees and agents. Broker and Carriers may rely on that information without independent inspection. Vague descriptions such as "FAK," "general merchandise," "electronics," "chemicals" or "consolidated freight" are not sufficient where a more specific description is available.

Changes and cancellations must clearly identify the original Shipment and the requested correction. Sending replacement instructions without identifying them as a correction may create a duplicate order. Broker is not liable if a late or incomplete change cannot be implemented after dispatch.

11. BILLS OF LADING, RECEIPTS AND DELIVERY DOCUMENTS

Customer is responsible for preparing or approving accurate bills of lading, shipping papers, commercial invoices, packing lists, customs documents and delivery specifications. Customer shall ensure that the actual Carrier is correctly identified where required and that prepaid, collect, third-party, declared-value, hazardous-material and special-handling information is accurate.

Terms printed or incorporated in a Customer, shipper or Carrier bill of lading do not amend this Agreement or impose motor-carrier liability on Broker. In a conflict, the order of precedence in Section 36 controls, subject to mandatory law.

Broker will use commercially reasonable efforts to obtain proof of pickup and delivery. Broker is not liable for a Carrier's failure to obtain a signature, printed name, timestamp, seal notation or other requested document. Customer shall notify Broker promptly of any documentation deficiency so Broker can request correction while records remain available.

12. PACKAGING, LOADING, COUNT AND CARGO CONDITION

Customer shall ensure cargo is properly packaged, labelled, marked, braced, blocked, palletised and suitable for ordinary transportation risks and the selected equipment. Customer is responsible for latent defects, insufficient packaging, improper loading performed by Customer or its facility, inaccurate count, overweight or over-dimensional loads and any special handling not disclosed in advance.

Where a facility loads, seals or prevents driver inspection, the Shipment may move as shipper load and count. Customer bears the risk of count, concealed condition, loading and securement defects that the Carrier could not reasonably observe, without limiting any non-waivable Carrier duty.

Customer shall provide safe and lawful access to pickup and delivery facilities, disclose restrictions, arrange appointments and loading personnel and ensure the cargo can be accepted without unreasonable delay. Customer is responsible for facility-caused detention, redelivery, storage, disposal and accessorial costs.

13. RESTRICTED AND PROHIBITED COMMODITIES

Customer shall not tender, without Broker's prior written approval, household goods, personal effects, live animals, human remains, currency, negotiable instruments, precious metals, fine art, jewellery, firearms, ammunition, explosives, radioactive materials, controlled substances, cannabis, alcohol, tobacco, waste, contaminated goods, regulated medical products, perishables, food, pharmaceuticals, temperature-sensitive goods, bonded cargo or goods with unusual theft or security risk.

Broker may refuse, return, quarantine, store, transload or arrange lawful disposal of undisclosed prohibited, unsafe, leaking, contaminated or non-compliant goods. Customer shall pay all resulting charges and indemnify Broker and the Carrier from related Loss, except to the extent caused by their independent gross negligence or wilful misconduct.

Written acceptance of a special commodity applies only to the specific Shipment and does not create continuing approval.

14. CANCELLATIONS, CORRECTIONS, RECONSIGNMENT AND FAILED DELIVERY

Customer may cancel before dispatch without charge unless Broker or a Carrier has incurred non-refundable costs. After a Carrier is dispatched, Customer shall pay any applicable truck-order-not-used, mileage, detention, layover, permit, escort, loading, cancellation and administrative charges.

Reconsignment, diversion, stop changes, address changes, return-to-origin, rescue, transload, redelivery or disposal instructions require Broker's written approval and may require identity verification and prepayment. Broker and Carrier may refuse instructions that appear fraudulent, unsafe, unlawful or inconsistent with shipper ownership or customs records.

If delivery is refused, unavailable or unsafe, Broker may arrange storage, return, redelivery or other reasonable disposition at Customer's cost. Broker shall not be required to advance third-party charges.

15. RATES, FUEL AND ACCESSORIAL CHARGES

Customer shall pay the linehaul, fuel surcharge, stop charges and all accessorial, customs, storage, demurrage, per diem, chassis, lumber, loading, unloading, permit, escort, toll, ferry, redelivery, reconsignment, disposal, inspection and other charges incurred for the Shipment, whether known at quotation or arising afterward.

Broker will use commercially reasonable efforts to provide notice of material accessories, but notice is not a condition of payment where the charge was reasonably incurred because of Customer, shipper, consignee, facility, governmental or Shipment conditions. Schedule C states standard commercial assumptions and may be modified by a shipment confirmation.

Receipts or facility records may be required where reasonably available. Customer shall not require Broker to absorb an accessorial because a Carrier, terminal, customs authority or facility failed to provide a preferred form of documentation.

16. CREDIT APPROVAL, FINANCIAL INFORMATION AND CREDIT CHANGES

Open credit is subject to Broker's approval. Customer authorises Broker to obtain and update business-credit, trade-reference, public-record and payment-history information and to report payment performance where permitted by law.

Broker may establish, reduce, suspend or revoke credit at any time based on creditworthiness, payment history, shipment risk, financial condition, ownership change, fraud indicators or exposure. Broker may require prepayment, deposit, credit card, ACH, wire transfer, letter of credit, parent guarantee or other credit support.

Prepayment is an estimate and does not include unknown accessories. Customer remains liable for final charges after reconciliation.

17. INVOICES, PAYMENT TERMS AND TAXES

Unless Schedule B or an authorised written confirmation states otherwise, invoices are due in full within thirty (30) calendar days of invoice date, without deduction, withholding or setoff. Payment shall be made in the invoice currency to the verified account stated by Broker.

Past-due amounts accrue a late charge of one and one-half percent (1.5%) per month, eighteen percent (18%) per annum, or the maximum lawful rate, whichever is lower, from the due date until paid. Customer shall pay reasonable collection-agency fees, legal fees, court costs, arbitration costs and administrative recovery expenses incurred to collect amounts due, to the extent permitted by law.

Customer is responsible for applicable sales, use, excise, value-added, goods-and-services, harmonised-sales, customs, duty and similar taxes or governmental charges, excluding taxes on Broker's net income. Broker may suspend Services immediately for past-due or over-limit accounts.

18. INVOICE DISPUTES; NO SETOFF; ACCORD AND SATISFACTION

Customer shall provide a detailed written invoice dispute with supporting documents within thirty (30) days after invoice date. If Customer does not timely dispute an invoice, the invoice is deemed accepted and Customer waives billing defenses to the extent permitted by law. Customer shall commence any action or arbitration concerning overcharge, duplicate payment or invoice error within nine (9) months after delivery or tender of delivery, unless a longer non-waivable period applies.

Cargo claims, service complaints, overcharges and other disputes do not permit Customer to withhold or offset payment of unrelated or undisputed invoices. Customer shall pay the undisputed portion when due. Broker may apply unapplied funds or credits to any matured amount owed by Customer.

Broker's deposit or acceptance of a check, electronic payment or remittance marked "paid in full," "full settlement" or similar language does not create an accord and satisfaction unless an authorised Broker officer expressly accepts the compromise in a signed writing. Acceptance is made with an express reservation of all rights.

19. CARRIER PAYMENT; NO DIRECT PAYMENT OR RECOURSE

Broker is responsible for paying the Carrier under Broker's separate carrier agreement, subject to Carrier performance and Broker's rights against Carrier. Customer shall not pay, promise payment to or negotiate freight charges directly with a Carrier unless Broker gives prior written authorisation.

Customer's full payment of an undisputed freight invoice to Broker satisfies Customer's obligation for the corresponding Carrier freight charges. Broker will contractually require Carriers not to seek duplicate payment from Customer, shipper, consignee or beneficial cargo owner after such payment, except where Customer colludes with a Carrier or fails to pay Broker.

If a Carrier asserts a lien or direct-payment demand, Customer shall notify Broker immediately and shall not make a duplicate payment without Broker's written direction or a final legal requirement.

20. CARGO INSURANCE AND DECLARED VALUE

Broker generally requires Carriers to maintain motor-truck cargo insurance in the amount stated in Broker's carrier requirements, commonly USD \$100,000 for standard freight. Carrier policies contain exclusions, deductibles, conditions and commodity limitations and may not cover a particular Shipment. Broker does not warrant that insurance will respond or that a Carrier will be solvent.

Customer shall disclose the full replacement value and request additional cargo insurance, excess-value coverage or a Canadian declared valuation before dispatch. Additional coverage is effective only when Broker confirms it in writing and Customer pays the premium or fee. A value entered only on a bill of lading does not bind Broker or procure insurance unless Broker expressly confirms it.

Customer is encouraged to maintain its own first-party cargo, stock-throughput or shipper's-interest insurance. Any Broker contingent cargo or errors-and-omissions coverage is for Broker's benefit and does not make Customer an insured or third-party beneficiary.

21. CARGO CLAIMS AND CLAIM ADMINISTRATION

Customer shall inspect cargo at delivery and ensure visible shortage, damage, seal irregularity or temperature exception is specifically noted on the delivery receipt before signing. Concealed loss or damage must be reported promptly after discovery. Customer shall preserve the cargo, packaging, seals, temperature records and other evidence and allow reasonable inspection.

For U.S.-origin motor-carrier claims governed by 49 U.S.C. 14706, a written claim generally must be filed within the applicable Carrier period, which may not be shorter than nine (9) months, and any civil action must be filed within the applicable Carrier period, which may not be shorter than two (2) years from written disallowance. Customer is responsible for identifying and meeting all claim and suit deadlines.

For Shipments originating in Canada, provincial uniform conditions or other mandatory law may require written notice within sixty (60) days after delivery and a final claim within nine (9) months after shipment, and may limit Carrier liability,

commonly to CAD \$2.00 per pound unless a higher value is declared in accordance with applicable law. The law of the province of origin and the Carrier's valid conditions control.

Broker may, in its discretion, assist with transmitting and administering a claim but does not become liable for the claim or guarantee Carrier or insurer payment. A complete claim should include the bill of lading, delivery receipt, commercial invoice, proof of value, freight invoice, photographs, repair or salvage information and a stated claim amount.

Where applicable, Broker will request that the Carrier acknowledge a proper claim within thirty (30) days and pay, decline or make a firm settlement offer within one hundred twenty (120) days, with written status updates every sixty (60) days thereafter while pending. Broker is not liable for a Carrier's failure to comply. Customer may not deduct a cargo claim from freight charges.

If Broker pays or settles a claim as a commercial accommodation, Customer assigns to Broker all related rights, claims, insurance proceeds and salvage interests to the extent of payment and shall reasonably cooperate in recovery.

22. DISCLAIMER OF WARRANTIES; BROKER DIRECT-LIABILITY LIMITATION

BROKER MAKES NO EXPRESS OR IMPLIED WARRANTY REGARDING CAPACITY, TRANSIT TIME, FITNESS FOR A PARTICULAR PURPOSE, CARRIER PERFORMANCE, CARGO CONDITION, INSURANCE RECOVERY OR ANY THIRD-PARTY SERVICE.

TO THE FULLEST EXTENT PERMITTED BY LAW, BROKER'S AGGREGATE DIRECT LIABILITY ARISING FROM A SHIPMENT OR THE SERVICES, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE LESSER OF (A) THE BROKER DIRECT-LIABILITY CAP STATED ON THE COVER PAGE OR SCHEDULE B, OR (B) THE BROKERAGE COMPENSATION ACTUALLY EARNED BY BROKER ON THE AFFECTED SHIPMENT.

The limitation does not expand Broker's liability and applies only where Broker is independently liable for its own proven breach, negligence or misconduct. It does not make Broker liable for cargo loss, damage or delay caused by a Carrier. No limitation excludes liability that cannot lawfully be limited, and any exception shall be interpreted narrowly.

23. EXCLUSION OF CONSEQUENTIAL AND SPECIAL DAMAGES

NEITHER BROKER NOR ITS AFFILIATES, OWNERS, OFFICERS, EMPLOYEES OR AGENTS SHALL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR FOR LOST PROFITS, LOST SALES, LOSS OF USE, BUSINESS INTERRUPTION, MARKET LOSS, PRODUCTION LOSS, CUSTOMER CHARGEBACKS OR LOSS OF OPPORTUNITY, EVEN IF ADVISED OF THE POSSIBILITY.

This exclusion applies to delay, missed appointments, documentation errors, customs holds, equipment unavailability, tracking failures and cargo claims, except to the extent a category of damages cannot lawfully be excluded.

24. INDEMNIFICATION

Customer shall defend, indemnify and hold harmless Broker, its affiliates and their officers, employees and agents from Loss arising from: (a) inaccurate or incomplete shipment information; (b) Customer's breach; (c) improper packaging, loading, count, labelling or documentation; (d) hazardous, restricted, contaminated or misdeclared goods; (e) customs, sanctions, import or export non-compliance; (f) Customer's facility, personnel, vendor, consignee or agent; or (g) infringement, fraud or unlawful instructions attributable to Customer.

Broker shall indemnify Customer from third-party Loss to the extent directly caused by Broker's gross negligence, wilful misconduct or material breach of confidentiality, subject to Sections 22 and 23 and excluding Carrier acts and cargo liability.

The indemnified Party shall give prompt notice, allow reasonable control of the defense and cooperate. No settlement admitting fault or imposing non-monetary obligations on an indemnified Party may be entered without that Party's consent, not to be unreasonably withheld.

25. U.S.-CANADA CROSS-BORDER AND CUSTOMS

Customer is solely responsible for customs classification, origin, valuation, admissibility, importer/exporter of record, licences, permits, duties, taxes, sanctions screening and complete commercial documentation. Customer shall appoint and coordinate its customs broker and ensure clearance instructions are available before the applicable cutoff.

Broker may coordinate operational information such as ACE, ACI/eManifest, PAPS, PARS, carrier codes, ports of entry and customs-broker contacts, but does not warrant customs clearance or act as customs broker. Customer is responsible for delays, examinations, storage, return, penalties, bond charges and other costs caused by inaccurate, incomplete, late or non-compliant information.

Customer shall cooperate, and require beneficial cargo owners, vendors and consignees to cooperate, in governmental investigations and provide records, affidavits and witnesses reasonably required to address customs, import, export or border allegations.

26. HAZARDOUS MATERIALS AND DANGEROUS GOODS

Customer shall not tender hazardous materials, hazardous substances, dangerous goods or regulated waste without prior written approval. Customer shall provide the proper shipping name, hazard class, identification number, packing group, quantity, emergency-response telephone, Safety Data Sheet, placards, labels, packaging and shipper certification required by U.S. and Canadian law.

Customer warrants that its personnel are trained and that the goods are properly classified, packaged, marked and documented. Customer shall immediately disclose leaks, contamination, damaged packaging, temperature or pressure sensitivity and emergency-response requirements.

Broker or Carrier may refuse, unload, isolate or arrange lawful emergency disposition of non-compliant dangerous goods. Customer shall be responsible for all remediation, cleanup, disposal, delay, governmental and third-party costs and shall indemnify Broker and Carrier, except to the extent caused by their independent gross negligence or wilful misconduct.

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

Temperature-controlled, food-grade, pharmaceutical, medical, high-value, theft-sensitive and controlled-access Shipments require advance written approval and complete specifications, including temperature range, continuous or start-stop mode, pre-cool requirements, pulp temperature, sanitation, seal policy, security protocol, cargo value and monitoring requirements.

Customer shall disclose product condition and required temperature at tender and ensure loading facilities do not load out-of-spec product. Broker is not responsible for inherent vice, inadequate packaging, pre-loading temperature, facility delay, shipper loading or failure to disclose product-specific requirements.

High-value or theft-sensitive freight may require team service, secure parking, no-stop zones, route restrictions, enhanced tracking, identification codes, additional insurance or other controls. Failure to disclose value or security risk may void special handling assumptions and make Customer responsible for resulting Loss.

28. CARGO SECURITY, FRAUD AND PAYMENT-CHANGE CONTROLS

Customer shall use reasonable cargo-security procedures, verify driver and Carrier identity against Broker-issued dispatch information and release pickup numbers only through approved channels. Customer shall immediately report suspicious substitutions, altered rate confirmations, unverified emails, fictitious pickups, cargo diversion, seal discrepancies, theft or unauthorised routing.

Changes to Broker bank details, remittance instructions, email domains or payment contacts are effective only after independent verification using a previously validated telephone number or secure portal. Broker is not responsible for funds sent to a fraudulent account where Customer fails to follow this verification procedure.

Neither Party shall instruct a driver to read or respond to messages while driving. Operational communications must comply with safe-driving and communications laws.

29. CONFIDENTIALITY, RATES, PUBLICITY AND CUSTOMER INFORMATION

Each Party shall protect the other's non-public rates, pricing, customer, vendor, carrier, shipment, security, technical and business information using reasonable safeguards and shall use it only to perform or enforce this Agreement. Confidentiality does not apply to information lawfully public, previously known, independently developed or properly received from another source.

Broker may disclose information to Carriers, insurers, factors, tracking providers, customs participants, professional advisors, regulators and service providers as reasonably necessary. Customer shall not use Broker's confidential carrier identity, contact information or pricing to divert an active or quoted Shipment or evade Broker's earned compensation.

Neither Party may use the other's name, logo or trademarks in advertising, press releases, case studies or public customer lists without prior written consent, except factual operational identification or legal disclosure.

30. DATA SECURITY, PRIVACY, EDI, API AND ELECTRONIC SYSTEMS

Each Party shall maintain commercially reasonable administrative, technical and physical safeguards for credentials, personal information, shipment data and payment instructions. Each Party shall promptly notify the other of a confirmed security incident materially affecting shared data or systems and reasonably cooperate in containment and investigation.

Customer is responsible for authorised users, passwords, API keys, portal access and activity under its accounts. Customer shall promptly disable departed or compromised users. Broker may suspend access for security, maintenance, non-payment or misuse.

EDI, API, portal, email and electronic records may contain errors or interruptions. The receiving Party shall promptly report apparent discrepancies. No Party shall upload the other Party's confidential shipment, pricing, personal or security information into public generative-AI systems or unapproved third-party tools where doing so could disclose or train on that information.

31. SANCTIONS, EXPORT CONTROLS, ANTI-BRIBERY AND LEGAL COMPLIANCE

Each Party shall comply with applicable anti-bribery, anti-corruption, sanctions, export-control, anti-money-laundering, forced-labour, import and trade laws. Customer shall not tender goods, parties, destinations or transactions designed to evade restrictions or conceal ownership, origin, value, end user or end use.

Customer shall provide beneficial-ownership, commodity and counterparty information reasonably requested for compliance screening and shall promptly disclose any sanctions designation, government hold, licence requirement or enforcement inquiry affecting a Shipment.

Broker may reject, hold, return or suspend a Shipment where compliance is uncertain and may make legally required disclosures without liability for resulting delay, subject to good-faith conduct.

32. FORCE MAJEURE AND SERVICE INTERRUPTION

Broker is not liable for failure or delay caused by circumstances beyond its reasonable control, including acts of God, severe weather, fire, flood, war, terrorism, civil unrest, labour disputes, epidemics, government action, border closure, embargo, cyberattack, utility or communications failure, fuel or capacity shortage, carrier failure, facility closure or transportation disruption.

Broker shall use commercially reasonable efforts to mitigate and resume performance. The event extends affected performance for a reasonable period but does not suspend Customer's obligation to pay for Services performed, charges incurred or cargo protection and disposition.

Customer remains responsible for prompt instructions concerning cargo at risk, refused freight, customs holds or inaccessible facilities.

33. RECORDS, AUDIT AND TRANSACTION TRANSPARENCY

Broker shall maintain brokerage transaction records required by Applicable Law, including records required by 49 C.F.R. Part 371, for the legally required retention period. Broker will provide access where required by non-waivable law, subject to reasonable identity verification, confidentiality and protection of third-party information.

Customer shall retain bills of lading, shipping instructions, customs records, proof of value, claims evidence and payment records for at least three (3) years or longer if required by law or an unresolved claim. Customer shall provide records reasonably needed to investigate a billing, cargo, customs, fraud or compliance issue.

Neither Party is required to disclose privileged communications, trade secrets unrelated to the transaction or information prohibited from disclosure by law.

34. TERM, SUSPENSION 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 immediately suspend credit, portal access or Services for past-due amounts, credit deterioration, prohibited cargo, fraud, security risk, unlawful instructions, repeated operational failure or material breach.

Termination does not affect accepted Shipments, accrued charges, claims, indemnities or rights arising before termination. Provisions concerning payment, claims, liability limitations, indemnity, confidentiality, records, dispute resolution and electronic evidence survive.

Broker may require prepayment or cargo-disposition instructions before completing an in-transit Shipment where Customer is insolvent, unreachable or in material payment default, subject to Applicable Law and cargo safety.

35. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement is governed by California law, without regard to conflict-of-law rules, together with applicable federal transportation law and any non-waivable 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, any controversy arising from this Agreement shall be resolved by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules before one arbitrator. If the dispute is international under AAA-ICDR criteria, the ICDR International Arbitration Rules shall apply. The legal seat shall be Alameda County, California, and hearings may be remote. The Federal Arbitration Act governs to the extent applicable.

Either Party may seek temporary injunctive, cargo-preservation, confidentiality or fraud-prevention relief in a court of competent jurisdiction and may enter judgment on an award. Claims shall be brought individually and not as a class or representative action to the extent enforceable. The arbitrator may award lawful fees and costs.

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

36. NOTICES; ENTIRE AGREEMENT; ORDER OF PRECEDENCE; GENERAL TERMS

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

This Agreement, its schedules, accepted confirmations and signed addenda constitute the entire agreement and supersede prior shipper-broker agreements, website terms and representations concerning future Services, except rights accrued on completed Shipments.

Order of precedence is: (a) a signed amendment expressly modifying this Agreement; (b) this Agreement; (c) an accepted shipment confirmation for shipment-specific commercial terms; (d) accepted written instructions; and (e) the applicable archived Customer Terms. Mandatory law controls over all documents.

The Customer Terms applicable to a Shipment are the version identified in the confirmation or, if none, the version archived by Broker as of acceptance. Later website changes apply prospectively only. Broker may preserve PDF copies, publication records, emails, portal logs and acceptance evidence to establish the applicable version.

No amendment or waiver is effective unless recorded in writing or an authenticated electronic record approved by authorised representatives. Customer may not assign without Broker's consent. Broker may assign to an affiliate, financing party or successor. If a 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 Carriers solely to the extent a provision expressly protects them. Headings are for convenience; "including" means without limitation; counterparts form one instrument; and ambiguities are not construed against a Party solely because it drafted the document.

37. ELECTRONIC SIGNATURES, AUTHORITY AND EVIDENTIARY USE

The Parties consent to electronic records, signatures, acknowledgements, invoices, notices and shipment acceptances. Signatures may be evidenced by electronic-signature platform, authenticated portal action, signed PDF, verified email acceptance or another reliable method agreed by the Parties.

Electronic copies, platform audit trails, timestamps, IP logs, email records, EDI/API messages, confirmations, tracking records and payment records are intended to be admissible to the fullest extent permitted by law. Each Party shall preserve commercially reasonable authentication evidence.

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

SCHEDULE A

CUSTOMER PROFILE, CREDIT AND NOTICE INFORMATION

Customer legal name	
DBA / division	
Entity type	
Formation jurisdiction	
Parent company	
Owner / controlling principal	
Principal business address	
City / State or Province / Postal Code	
EIN / Business Number	
DUNS / credit identifier	
Website	
Primary industry / commodity	
Operations contact	
Operations email	
Operations phone	
After-hours contact	
Accounts payable contact	
AP email	
AP phone	
Formal notice email	
Claims contact	
Claims email	
Security / fraud contact	

Security email			
☐ Shipper / beneficial cargo owner	☐ Consignee	☐ 3PL / intermediary	
☐ Manufacturer	☐ Distributor / retailer	☐ Other commercial customer	
Requested credit limit		Approved credit limit	
Expected monthly spend		Credit review date	
Credit support	☐ None ☐ Prepaid ☐ Credit review	Credit review date	

SCHEDULE B

COMMERCIAL TERMS, PAYMENT AND LIABILITY ELECTIONS

Standard payment terms	Net 30 days
Invoice dispute period	30 days
Late charge	1.5% per month (18% per annum)
Billing currency	USD unless invoice states CAD
Approved credit limit	
Prepayment / deposit requirement	
Broker direct-liability cap per Shipment	USD \$100.00
Standard Carrier cargo insurance requirement	USD \$100,000
Additional cargo coverage contact	
Customer Terms URL	https://www.vexologistics.com/#shipper-terms
Customer Terms version	VEXO-LEGAL-2026-09-19-1
Invoice email / portal	
Remittance instructions contact	
Collections contact	

CONSPICUOUS TERMS ACKNOWLEDGEMENT. Customer acknowledges the payment, no-setoff, invoice-dispute, cargo-claim, direct-liability limitation, consequential-damages exclusion and arbitration provisions stated in the Agreement. These terms are material to Broker's pricing and willingness to extend credit.

Payment / no-setoff initials

Liability initials

Arbitration initials

Claims initials

SCHEDULE C

STANDARD ACCESSORIAL AND EXCEPTION TERMS

Charge / Service	Standard Assumption or Editable Rate	Notes / Documentation
Detention free time	2 hours	Arrival / departure records required where available
Detention hourly rate	USD \$50 per hour	After free time; shipment confirmation controls
Layover	USD \$350 per day	Subject to carrier availability and documentation
Truck order not used (TONU)	USD \$250	After dispatch; higher actual cost may apply
Additional stop	USD \$100 per stop	Plus mileage, detention and handling
Lumper / unloading	At cost	Receipt where reasonably available
Driver assist / hand unload	Quoted per Shipment	Advance disclosure required
Liftgate / inside delivery	Quoted per Shipment	Availability not guaranteed
Redelivery / reconsignment	At actual cost plus administration	Written verified instruction required
Storage / warehousing	At actual cost	Includes handling and related fees
Demurrage / per diem / chassis	At actual cost	Customer responsible when incurred
Border exam / customs hold	At actual cost	Includes storage, return and inspection
Cancellation / correction administration	USD \$75	May be higher after dispatch
Misdeclared Shipment administration	USD \$1,000	In addition to all resulting charges
After-hours / expedited service	Quoted per Shipment	Subject to availability
Other special service		

Schedule C provides default commercial assumptions only. An accepted quotation or shipment confirmation may state different rates, free time or documentation requirements. Customer remains responsible for actual third-party charges reasonably incurred.

SCHEDULE D

APPROVED SERVICES, EQUIPMENT AND COMMODITY PROFILE

☐ Dry van	☐ Refrigerated	☐ Flatbed / step deck	☐ LTL
☐ Intermodal / drayage	☐ Power only	☐ Drop trailer	☐ Team / expedited
☐ High-value / secured	☐ Food-grade	☐ Pharmaceutical / medical	☐ Hazmat / dangerous goods
☐ U.S.-Canada cross-border	☐ Bonded freight	☐ Blind shipment	☐ Air / ocean / rail under separate schedule

Primary commodities	
Typical origin markets	
Typical destination markets	
Expected monthly shipments	
Typical weight / dimensions	
Maximum cargo value	
Required equipment specifications	
Temperature range / mode	
Security / seal requirements	
Appointment / facility restrictions	
Prohibited commodities for account	
Special instructions	

SCHEDULE E

CARGO VALUE, CLAIMS AND INSURANCE ELECTION

☐ Customer maintains first-party cargo / stock-throughput insurance	☐ Customer requests quotation for additional cargo coverage
☐ Standard Carrier cargo limit accepted	☐ Declared-value process required for Canadian Shipments
☐ High-value protocol required	☐ Temperature / spoilage coverage requested

Typical maximum cargo value per Shipment	
Highest anticipated cargo value	
Customer cargo insurer	
Policy number	
Claims contact	
Claims email	
Claims telephone	
Inspection / salvage contact	
Special valuation or coverage instruction	
Approved coverage confirmation reference	

Claims certification. Customer acknowledges that Broker is not the motor carrier, that Carrier policies may contain exclusions, that a bill-of-lading value does not by itself procure additional insurance, and that freight charges may not be withheld or offset because of a cargo claim.

SCHEDULE F

CROSS-BORDER, CUSTOMS, HAZMAT AND TRADE COMPLIANCE

☐ Customer / affiliate acts as importer of record	☐ Customer / affiliate acts as exporter of record
☐ Customs broker appointed	☐ PAPS / PARS procedures supplied
☐ ACI/eManifest / ACE data supplied	☐ Bonded freight anticipated
☐ Hazmat / dangerous goods anticipated	☐ Sanctions / denied-party screening completed
☐ Required licences and permits obtained	☐ TDG / hazmat training completed
☐ SDS and emergency response available	☐ Country-of-origin data verified

U.S. customs broker / contact	
Canadian customs broker / contact	
Importer number / BN	
Exporter identification	
Primary port(s) of entry	
Customs release cut-off	
Hazmat emergency telephone	
Hazmat registration / permit	
Trade compliance contact	
Trade compliance email	
Special customs / border instructions	
Restricted destinations / parties	

Customer certifies that customs, hazardous-material and trade information supplied for each Shipment will be complete and accurate and that any material change will be disclosed before dispatch.

SCHEDULE G

AUTHORISED USERS, DATA CONNECTIONS AND OPERATING CONTACTS

Function	Name	Email	Phone
Primary tender contact			
Backup tender contact			
After-hours operations			
Accounts payable			
Claims			
Security / fraud			
Executive escalation			
IT / EDI / API			

☐ Email tendering	☐ Customer portal	☐ EDI	☐ API
☐ Tracking access	☐ SMS notices	☐ Third-party payment / factor	☐ Other integration

Approved tendering email domains	
EDI / API identifier	
Portal administrator	
Security verification phrase / process	
Data-retention requirement	
Integration notes	

SCHEDULE H

EXECUTION, ACCEPTANCE AND SIGNATURES

The undersigned execute this Agreement as of the Effective Date. Each signatory represents that the signatory has authority to bind the identified Party. Electronic signatures and counterparts are permitted under Section 37.

BROKER	CUSTOMER
Velocity, Execution, Operations d/b/a VEXO Logistics	
FMCSA MC-1730101	Entity / ID:

Authorised signature		Authorised signature	
Printed name		Printed name	
Title		Title	
Date		Date	
Email		Email	
Notice address	2942 Cheswycke Terr, Fremont, California 94536	Notice address	

☐ Customer acknowledges receipt of the complete Agreement and Schedules.	
☐ The Customer signatory certifies authority and accuracy of supplied information.	
☐ Customer acknowledges the commercial, liability, claims and dispute provisions.	
☐ Customer consents to electronic records, signatures, invoices and shipment acceptance.	

Broker initials

Customer initials

Agreement version / date

VEXO-SBA-2026.07.1

FINAL REVIEW NOTICE. This definitive template is designed for VEXO's commercial U.S., Canadian and U.S.-Canada cross-border property-brokerage operations. Specialised ocean, air, rail, household-goods, warehousing, power-only, trailer-interchange, government, alcohol, tobacco, firearms, waste or other regulated services may require a separate addendum and local legal review. Mandatory law controls where it cannot be modified by contract.