

DTI INTERNATIONAL – BROKER-SHIPPER AGREEMENT

This Broker-Shipper Agreement (“**Agreement**”) applies to any shipment, for, or by the entity listed in the signature block below (“**Shipper**”) that is tendered to a motor carrier (“**Carrier**”) arranged by Flock Freight, Inc., MC-033945 (“**Broker**”).

1. **Shipper’s Obligations.** (a) Shipper shall pay Broker in accordance with the Rate Confirmation. (b) Unless the parties agree in writing that Carrier will load and secure the cargo, Shipper will load and secure the cargo safely, securely and in conformance with industry standards, and Shipper will be responsible for applying seals for any full truckload shipments that are not shipped in a shared truckload mode. (c) Unless the parties otherwise agree, Shipper will not tender under this Agreement any Hazardous Materials, as defined in the Hazardous Materials Transportation Act, 49 U.S.C. § 5101 et seq., as amended, and the regulations of the U.S. Department of Transportation made thereunder. (d) Shipper will comply with all applicable federal, state, and local laws and regulations pertaining to the shipment of cargo covered by this Agreement. (e) With respect to Carrier, Shipper expressly waives all provisions of Chapters 137 and 147 and any other provisions of Subtitle IV, Part B of Title 49, United States Code, to the extent that such provisions are in conflict with express provisions of this Agreement, but not the provisions of that subtitle relating to registration, insurance, or safety fitness.

2. **Broker Obligations.** Broker’s responsibilities under this Agreement are limited to arranging for the transportation of Shipper’s freight with Carriers. Broker will not perform the Carrier services itself, issue bills of lading, arrange, pack, load or possess the freight, or control the means or methods of the transportation. Broker is not engaged in the business of and will not act as a “Carrier,” “Motor Carrier,” or “Freight Forwarder,” as those terms are defined under 49 U.S.C. § 13102, and Broker is not engaged in the business of and will not act as a “Rail Carrier” as that term is defined under 49 U.S.C. § 11706.

3. **Rates, Charges, and Payment Terms.** (a) The rates for transportation, including all accessorial charges and fuel charges, are set forth in the Rate Confirmation, which also sets forth miscellaneous terms, conditions and business rules for specific services, to the extent applicable. Valid charges will include any additional charges from carrier arising after receipt of the cargo, for benefit of the cargo, protecting any other property from the cargo, or arising due to any force majeure event. (b) Broker will invoice Shipper for Carrier’s freight charges and Broker’s commissions or other fees. (c) Shipper will pay Broker’s invoice within fourteen (14) days of receipt of the invoice without deduction or setoff. (d) If Shipper does not pay the invoiced amounts, Broker may commence a civil action proceeding to recover such invoiced amounts no later than eighteen (18) months following delivery or tender of delivery of the shipments involved. If Broker alleges undercharges, or Shipper alleges overcharges, duplicate payment, or over collection, notice of such claims or unidentified payments may be given no later than 180 days following receipt of the invoice and a civil action may be filed no later than eighteen (18) months following delivery or tender

of delivery of the shipments involved. The processing, investigation, and disposition of overcharge, unidentified payment, duplicate payment, or over collection claims shall be governed by 49 CFR Part 378, with Broker having the rights and obligations of a carrier.

4. **Freight Documentation.** (a) If requested by Shipper, Broker will provide Shipper with proof of delivery and the bill of lading or receipt for each load carried by Carrier. Inclusion of Broker’s name on the bill of lading or receipt shall not change Broker’s status as a property broker and not as a carrier or shipper. The terms and conditions of any freight documentation used by Broker’s carrier selected by Broker may not supplement, alter, or modify the terms of this Agreement. (b) Either party, at its option, may supply any document required by or referenced in this Section in either paper or electronic form (including, but not limited to, an electronically imaged, faxed, or photocopied), and any such version shall be sufficient for all purposes under this Agreement.

5. **Cargo Liability.** (a) Shipper will bring all cargo loss or damage claims directly against the Carrier that carried the cargo, and not against Broker. Broker will have no liability for cargo loss or damage. (b) Except as otherwise provided herein, the Carrier’s liability for cargo loss or damage shall be governed by the provisions of 49 U.S.C. § 14706, except that Carrier’s liability will be limited to \$100,000 per shipment. (c) Claims for loss of or damage to cargo shall be filed and processed in accordance with 49 C.F.R. Part 370 as in effect on the date carrier receives the shipment. (d) Claims must be filed within nine (9) months, and civil actions must be commenced within two (2) years, in accordance with 49 U.S.C. § 14706(e).

6. **Indemnification.** (a) Shipper shall indemnify, defend, and hold harmless Broker from any Claims against or incurred by Broker arising out of or related the following: (i) a breach of any representation, warranty, covenant or agreement contained in this Agreement; or (ii) any negligent or more culpable action or inaction of Shipper, to the extent of its negligence or greater culpability. (b) As used in this Section: (i) Claim includes all claims, demands, obligations, charges, proceedings, actions, causes of actions, suits, liabilities, losses, damages, fines, judgments, penalties, fines, payments, costs and expenses (including reasonable legal fees). (b) References to Broker include its parent, subsidiaries and affiliates and their respective officers, agents, employees, successors and assigns.

7. **Confidentiality.** Except to the extent required by law, Shipper shall not disclose to third parties (other than to freight bill auditors, prospective capital providers, and outside professionals, if such parties agree to similar confidentiality terms) any confidential or proprietary information Shipper learns about Broker in the course of performing services under this Agreement, including but not limited to software, business methods, customer lists, or carrier lists. Shipper acknowledges that all right, title, and interest in and to Broker’s confidential information, including the right to produce, extract, or exhibit the confidential information to any third party and any intellectual property rights relating to the confidential information, exist in Broker only.

8. **Governing Law.** (a) This Agreement shall be governed by and construed and interpreted in accordance with the laws of Delaware (other than provisions addressing conflicts of laws), except where this Agreement references federal statutes, and does not modify the rights or obligations thereunder, which shall be governed by and construed and interpreted in accordance with federal law. (b) For the avoidance of doubt, the law elected by the parties herein shall apply even to transportation to, from, or within Mexico or Canada.

9. **Dispute Resolution.** (a) Except as otherwise expressly provided in subsection (b) below, any controversy or claim between the parties arising out of or relating to this Agreement or the breach thereof, shall be settled through binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Exclusive venue for such arbitration shall be in San Diego County, CA. Judgment on the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction. (b) Notwithstanding subsection (a): (i) Neither party is precluded from seeking injunctive or similar equitable relief in the courts of any jurisdiction including, but not limited to, temporary restraining orders and preliminary injunctions, to protect its rights, including, without limitation, as set forth in Sections 7 (Confidentiality) and 8 (Back-Solicitation); and (ii) Claims under Section 5 (Cargo Liability) are between Shipper and carrier and expressly excluded from this Section.

10. **Miscellaneous.** (a) Amendments. Amendments to this Agreement must be in writing and signed by both parties or specified in the Rate Confirmation. (b) Severability. To the extent that any provision of this Agreement may be held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall become ineffective as to all matters within the jurisdiction of that court. The court's holding, however, shall not be treated as affecting the validity or enforceability of any other provision of this Agreement, nor as affecting the validity or enforceability of any part of this Agreement in other jurisdictions. (c) Waiver. The failure of a Party to exercise any provision of this Agreement, or delay in exercising any provision of this Agreement, will not operate as a waiver of provision. Any waiver must be expressly stated in writing, signed by both parties, and such express waiver will not act as a future waiver unless otherwise expressly stated. (d) Entire Agreement. This Agreement, together with the Rate Confirmation, represent the entire agreement and understanding of the parties with regard to its subject matter. No prior understandings or agreements of the parties, whether written or oral, nor any documents not specifically incorporated into this Agreement, nor any course of conduct of the parties before or after the shipment date shall have the effect of modifying the parties' rights and obligations under this Agreement in any way. Any conflicting document, terms or conditions are deemed to be material alterations and notice of objection to them is hereby given. Any such proposed terms are void.