SMAT LOGISTICS

WHERE FREIGHTER MEETS PRECISION

BROKER-CARRIER AGREEMENT

Carrier Partnership & Transportation Services Agreement

BROKER	**SMAT Logistics LLC**
AUTHORITY	MC-1610457	USDOT 4182270
BUSINESS ADDRESS	3817 Westbrook Ave., Office 1, Rosamond, CA 93560
CONTACT	info@smatlogistics.com	661-386-4888	smatlogistics.com

Effective Date: _____

Version 2026.09 | Prepared for SMAT Logistics LLC

IMPORTANT: This agreement is a business template tailored to SMAT Logistics. Transportation law, insurance requirements, and state-specific restrictions can change. SMAT Logistics should have transportation counsel review the final form before broad deployment or signing unusual/high-risk freight.

WHERE FREIGHTER MEETS PRECISION

CARRIER SETUP - REQUIRED BEFORE FIRST LOAD

Return a complete packet to info@smatlogistics.com. No load is deemed awarded until SMAT Logistics issues a written Rate Confirmation to an authorized Carrier representative.

Item	Required document / verification	Carrier status
1	Active FMCSA motor-carrier authority matching Carrier legal name and MC/USDOT.	[ ] Complete
2	Certificate of Insurance meeting Section 10; Broker listed as certificate holder.	[ ] Complete
3	Completed and signed IRS Form W-9.	[ ] Complete
4	Notice of Assignment (NOA) if factored, with independently verifiable factor contact.	[ ] Complete
5	Signed Broker-Carrier Agreement, including Carrier Information and Payment Authorization.	[ ] Complete

Document hierarchy

This Agreement is the master agreement. A load-specific Rate Confirmation may supplement it. A Rate Confirmation overrides a provision of this Agreement only if it expressly identifies the provision being changed and the change is approved in writing by an authorized SMAT Logistics representative. A bill of lading is primarily a receipt and shipping document and does not amend this Agreement unless SMAT Logistics expressly agrees in writing.

Security rule

SMAT Logistics will not treat a change to Carrier identity, dispatch contact, factoring company, bank information, pickup location, delivery location, or routing instructions as valid based solely on an email or text message. Carrier must cooperate with independent verification. This control is intended to reduce cargo theft, payment diversion, and identity fraud.

BROKER-CARRIER AGREEMENT

This Broker-Carrier Agreement ("Agreement") is made as of _____, by and between SMAT Logistics LLC, a California limited liability company and federally registered property broker, MC-1610457 ("Broker"), and _____, a motor carrier operating under USDOT No. _____ and MC No. _____ ("Carrier"). Broker and Carrier are each a "Party" and together the "Parties."

RECITALS

- Broker arranges transportation of property by authorized motor carriers and does not, by entering this Agreement, assume the role or obligations of a motor carrier.
- Carrier represents that it is legally authorized, qualified, insured, and operationally capable of transporting property tendered by Broker under Carrier's own operating authority.
- The Parties desire a master agreement governing all shipments that Carrier accepts from Broker. Each accepted Rate Confirmation becomes part of this Agreement for that shipment.

1. BROKER STATUS AND SCOPE

1.1 Broker is a property broker as defined by applicable federal law and arranges, but does not physically perform, motor carriage. No reference to Broker on a bill of lading or other shipping document changes Broker's legal status unless Broker expressly agrees in a separate signed writing to act in another capacity.

1.2 Broker may offer shipments to Carrier from time to time. Neither Party is obligated to tender or accept any minimum volume. Carrier accepts a shipment only when it accepts a written or electronic Rate Confirmation issued by Broker.

1.3 This Agreement applies to general freight and other commodities specifically tendered by Broker. Carrier shall not transport household goods for Broker unless Broker separately confirms that the movement is lawfully within Broker's authority and expressly authorizes the shipment in writing.

2. CARRIER AUTHORITY, REPRESENTATIONS, AND CONTINUING WARRANTIES

2.1 Carrier shall at all times maintain active motor-carrier operating authority appropriate for each shipment, all required registrations and permits, and a legal name/DBA matching the authority under which the load is moved. Carrier shall immediately notify Broker of any revocation, suspension, out-of-service order, inactive status, change in control, change of legal name/DBA, material safety-rating change, or lapse or threatened lapse of required insurance.

2.2 Carrier shall perform all transportation under its own authority using qualified drivers and equipment owned by Carrier or lawfully leased to Carrier. Owner-operators may be used only when properly leased to Carrier and operating under Carrier's authority, insurance, safety program, and dispatch control as required by law.

2.3 Carrier warrants that all information supplied to Broker - including authority, insurance, tax, factoring, payment, equipment, and contact information - is accurate and current. Carrier shall promptly correct any change and is responsible for losses caused by materially false, stale, or misleading information it provided or failed to update.

2.4 Carrier shall comply with all applicable federal, state, provincial, and local laws and regulations governing its operations, including driver qualification, drug/alcohol testing, hours of service, vehicle maintenance, cargo securement, hazardous materials, food transportation, workers' compensation, environmental requirements, and licensing. Safe and lawful operation of Carrier always takes priority over any service request.

2.5 Carrier shall not accept any load if it lacks the authority, insurance, equipment, driver qualifications, permits, capacity, or legal ability necessary to perform the load exactly as tendered.

3. STRICT PROHIBITION ON RE-BROKERING, SUBCONTRACTING, AND UNAUTHORIZED INTERCHANGE

3.1 Carrier shall not re-broker, co-broker, subcontract, assign, interline, transfer, or otherwise arrange for any other person or entity operating under different motor-carrier authority to transport a shipment tendered by Broker, unless Broker gives prior written consent identifying the specific shipment and substitute carrier.

3.2 Carrier may not allow a dispatch service, affiliate, sister company, parent, owner-operator under separate authority, or any other third party to take possession of or arrange transportation of Broker's freight under a different USDOT/MC number without Broker's prior written consent.

3.3 If Carrier violates this Section, Broker may, in addition to other remedies, withhold payment reasonably related to the affected shipment, pay the actual delivering carrier directly, recover overpayments and costs, and pursue indemnity for cargo, freight-charge, fraud, and third-party claims. Payment to the actual delivering carrier will reduce Broker's obligation to Carrier dollar-for-dollar.

3.4 Carrier acknowledges that unauthorized brokerage may violate 49 U.S.C. 14916 and other applicable law. This Agreement does not authorize Carrier to perform brokerage services.

4. IDENTITY, CYBERSECURITY, AND FRAUD PREVENTION

4.1 Carrier shall maintain reasonable safeguards for email, load-board, TMS, telematics, and payment credentials; use unique credentials and multi-factor authentication where available; and promptly notify Broker of any suspected account compromise, identity theft, phishing, SIM-swap, spoofed domain, fraudulent dispatch instruction, or unauthorized access that could affect a Broker shipment or payment.

4.2 Carrier shall verify that each driver assigned to a Broker shipment is employed or lawfully engaged by Carrier and is operating the tractor/trailer information communicated to Broker. Carrier shall not substitute drivers, tractors, trailers, or operating authority without promptly notifying Broker when the substitution is material to security, tracking, insurance, or shipper instructions.

4.3 Carrier shall not rely on an unverified request to change pickup/delivery location, payment information, factor, bank account, dispatch contact, or route. Carrier must obtain confirmation through a previously verified Broker or shipper contact when a change is unusual or security-sensitive.

4.4 Carrier shall immediately report actual or suspected cargo theft, attempted theft, fictitious pickup, hostage load, seal discrepancy, fraud, or diversion and shall preserve communications, tracking data, photographs, and other evidence.

5. RATE CONFIRMATIONS, LOAD ACCEPTANCE, AND INSTRUCTIONS

5.1 Each shipment will be governed by a Rate Confirmation stating the agreed line-haul rate and any approved fuel surcharge or accessorial terms. Carrier shall review all shipment details before acceptance, including locations, dates/times, equipment type, commodity, weight, temperature, declared value, special handling, and security requirements.

5.2 Carrier shall not be entitled to detention, layover, truck-ordered-not-used, lumper, driver-assist, stop-off, redelivery, storage, toll, scale, or other accessorial compensation unless the charge is authorized by the Rate Confirmation or approved by Broker in writing and supported by reasonable documentation, receipts, and arrival/departure records.

5.3 Carrier shall promptly notify Broker of any condition that may affect pickup, transit, or delivery. Carrier shall not abandon a shipment or hold freight hostage because of a rate, accessorial, payment, or other dispute.

5.4 If a Rate Confirmation conflicts with this Agreement, this Agreement controls unless the Rate Confirmation expressly states the specific Section being superseded and is approved by an authorized Broker representative.

6. EQUIPMENT, DRIVERS, AND TRANSPORTATION PERFORMANCE

6.1 Carrier shall provide clean, dry, sanitary, odor-free, cargo-worthy, and legally compliant equipment suitable for the commodity. Equipment may not have a condition or prior use that creates a contamination, odor, infestation, food-safety, or other material risk to the shipment.

6.2 Carrier shall furnish properly licensed, qualified, trained, and medically certified drivers as required by law. Carrier has exclusive control over hiring, dispatch, supervision, wages, hours, routes, methods, and discipline of its personnel, subject to lawful shipment requirements and appointment instructions.

6.3 Carrier shall transport with reasonable dispatch, comply with lawful pickup and delivery appointments, and provide accurate status updates. Carrier must notify Broker immediately of accidents, breakdowns, missed appointments, rejected freight, cargo damage, shortage, seal issues, temperature excursions, or other exceptions.

6.4 Carrier shall not transload, cross-dock, store, consolidate, break a seal, or transfer cargo to another trailer or facility without prior written authorization from Broker, except when immediate action is reasonably necessary to protect life, safety, or cargo and Carrier notifies Broker as soon as practicable.

7. BILLS OF LADING, RECEIPTS, AND PROOF OF DELIVERY

7.1 Carrier becomes responsible for cargo when it takes possession or control of the shipment, whether or not a bill of lading has been signed, and remains responsible until proper delivery and acceptance by the consignee.

7.2 Carrier shall sign or issue shipping receipts as required by law and shall accurately record exceptions, counts when known, seal numbers, apparent condition, and delivery exceptions. Carrier shall not alter a bill of lading, delivery receipt, or shipper instruction without authorization.

7.3 Any bill-of-lading or tariff term that conflicts with this Agreement - including a liability limitation, released value, forum term, or payment term - is ineffective unless Broker expressly accepts that term in a signed or electronically approved writing.

7.4 Carrier shall provide a clear, legible proof of delivery and related load documents promptly after delivery. Broker may require electronic submission through email, TMS, or a designated portal.

8. CARGO LIABILITY AND CARMACK RESPONSIBILITY

8.1 For shipments subject to the Carmack Amendment, Carrier assumes motor-carrier liability under 49 U.S.C. 14706 for actual loss or injury to cargo while in Carrier's care, custody, or control. For shipments not governed by Carmack, Carrier assumes substantially equivalent responsibility to the maximum extent permitted by applicable law unless a different standard is stated in the Rate Confirmation.

8.2 Carrier's cargo liability is not limited by its insurance policy limits, deductible, tariff, circular, service guide, bill of lading, or other unilateral document. Any released value or liability limitation is valid only if Broker expressly agrees to it in writing for the specific shipment before pickup.

8.3 Carrier shall inspect the apparent condition of freight and equipment at pickup. If freight appears damaged, improperly packaged, contaminated, overweight, insecure, or otherwise unsuitable, Carrier shall document the condition and obtain instructions before departure when reasonably possible.

8.4 Carrier waives any right to dispose of, sell, salvage, or remarket damaged goods without Broker's written direction. Broker or the cargo owner retains the right to determine reasonable salvage handling, subject to applicable law and mitigation duties. Carrier shall protect brands, labels, confidential products, food, pharmaceuticals, and other sensitive goods from unauthorized secondary-market distribution.

9. CARGO CLAIMS, LOSS, DAMAGE, SHORTAGE, AND SALVAGE

9.1 Carrier shall process cargo claims in accordance with 49 CFR Part 370 where applicable. Nothing in this Agreement shortens any minimum claim-filing or lawsuit period required by 49 U.S.C. 14706(e).

9.2 Carrier shall acknowledge a properly presented cargo claim promptly and shall pay, deny, or make a firm compromise offer within the time required by applicable law, including the 120-day disposition framework in 49 CFR 370.9 when applicable. Carrier shall provide written status updates when a claim remains pending beyond the applicable period.

9.3 Carrier shall immediately cooperate with claim investigation and provide, as applicable, driver statements, photographs, ELD/GPS data, seal records, temperature records, maintenance records, police/incident reports, repair receipts, and insurer contact information.

9.4 Broker may exercise lawful rights of setoff or recoupment for documented cargo claims, overpayments, duplicate payments, chargebacks, or other amounts Carrier owes Broker. Broker will not intentionally withhold unrelated, undisputed amounts except as reasonably necessary to protect against a good-faith claim or as permitted by law.

10. INSURANCE

10.1 Before hauling any load and throughout the term, Carrier shall maintain insurance with financially responsible insurers authorized where required. Carrier shall provide certificates and, upon reasonable request, relevant policy declarations/endorsements necessary to verify coverage.

10.2 Unless Broker approves different limits in writing for a specific load, Carrier shall maintain at least: (a) Commercial Automobile Liability - $1,000,000 combined single limit per occurrence; (b) Motor Truck Cargo - $100,000 per occurrence or shipment, with a deductible not exceeding $10,000 unless disclosed and accepted; (c) Commercial General Liability - $1,000,000 per occurrence; (d) Workers' Compensation - statutory limits; and (e) Employer's Liability - $500,000 per occurrence or the applicable statutory minimum, whichever is greater.

10.3 For hazardous-material shipments, Carrier shall maintain the minimum public liability required by 49 CFR 387.9 and all other applicable laws, which may require $1,000,000 or $5,000,000 depending on the commodity and carriage. Carrier shall not accept hazardous materials without proper registration, permits, endorsements, training, and written load authorization.

10.4 Broker shall be listed as certificate holder. To the extent commercially available and applicable, Carrier shall cause Broker and the applicable customer to be included as additional insureds on automobile and commercial general liability coverage on a primary and non-contributory basis, with waiver of subrogation where available. Failure to obtain an endorsement does not reduce Carrier's contractual liability.

10.5 Carrier shall disclose before accepting a load any cargo exclusion, sublimit, geographic restriction, unattended-vehicle exclusion, commodity exclusion, scheduled-vehicle limitation, theft restriction, refrigeration breakdown limitation, or other material coverage restriction that could apply. Acceptance without disclosure is a representation that Carrier has coverage reasonably adequate for the tendered commodity and risk.

10.6 Carrier shall notify Broker immediately upon learning of cancellation, nonrenewal, material reduction, lapse, reservation that materially affects coverage, or insurer denial related to a Broker shipment. Insurance is not a limitation of Carrier's liability under this Agreement.

11. FOOD, TEMPERATURE-CONTROLLED, HAZARDOUS, AND HIGH-VALUE FREIGHT

11.1 For food or other temperature-sensitive cargo, Carrier shall comply with applicable sanitary transportation requirements and shipper instructions, confirm trailer cleanliness, pre-cool when required, set and maintain required temperature, keep adequate reefer fuel, and maintain continuous temperature records when equipment supports them. Carrier shall not knowingly mix incompatible commodities or use equipment that risks adulteration or contamination.

11.2 If temperature, seal, sanitation, or handling instructions cannot be met, Carrier shall notify Broker before pickup. Any material excursion, reefer alarm, fuel failure, seal break, or rejection must be reported immediately and documented. Carrier shall preserve temperature/download records and provide them on request.

11.3 Carrier may transport hazardous materials only if the shipment is expressly identified as hazardous and Carrier is fully qualified, permitted, insured, trained, and equipped. Carrier is responsible for placarding, routing, shipping-paper handling, incident reporting, security plans, and all other carrier obligations imposed by law.

11.4 For cargo valued above Carrier's ordinary cargo limit or designated high-value/high-risk, Carrier shall not accept the shipment unless Broker confirms acceptance and any required increased insurance/security measures in writing.

12. SAFETY, CALIFORNIA, AND ENVIRONMENTAL COMPLIANCE

12.1 Carrier shall not have an Unsatisfactory safety rating or be subject to an FMCSA order prohibiting operation. Carrier shall notify Broker immediately if its safety rating becomes Conditional or Unsatisfactory, if it is placed out of service, or if any material safety or authority issue arises.

12.2 For operations in California, Carrier warrants compliance with all applicable California Air Resources Board and other state requirements governing tractors, trailers, transport refrigeration units, emissions, inspections,

registration, and operation. Carrier is responsible for penalties or losses caused by its noncompliant equipment or operations.

12.3 Carrier is solely responsible for spills, releases, environmental contamination, towing, recovery, cleanup, and reporting arising from Carrier's equipment, fuel, cargo handling, or transportation activities, except to the extent caused by Broker's own negligent or intentional conduct.

13. TRACKING, CARGO SECURITY, AND INCIDENT RESPONSE

13.1 Carrier authorizes reasonable shipment-status tracking through telephone, ELD/telematics links, mobile applications, or other mutually accepted technology when requested for a load. Carrier shall not intentionally disable agreed tracking while freight is in transit, except for safety, legal, or technical reasons that Carrier promptly reports.

13.2 Carrier shall use commercially reasonable cargo-security practices appropriate to the commodity and lane, including seal control, secure parking, control of keys and load documents, and protection against unauthorized trailer drops, route diversions, or cargo access. Any enhanced security instructions in the Rate Confirmation are mandatory if accepted by Carrier.

13.3 After any collision, theft, cargo event, contamination event, or material service failure, Carrier shall protect life and property first, notify appropriate authorities as required, notify Broker immediately, mitigate further loss, preserve evidence, and cooperate with Broker, shipper, insurers, surveyors, and law enforcement.

14. RATES, INVOICING, PAYMENT, FACTORING, AND SETOFF

14.1 Broker shall pay Carrier the compensation stated in the applicable Rate Confirmation. Unless otherwise stated, standard payment terms are thirty (30) days after Broker receives Carrier's correct invoice, signed proof of delivery, and all required supporting documents. Broker's obligation to pay Carrier is not conditioned on Broker first collecting from its customer, except as otherwise permitted by law for a specific transaction.

14.2 Quick-pay or other accelerated-payment programs apply only if separately offered by Broker and accepted by Carrier; any fee or discount must be disclosed in the applicable program or Rate Confirmation.

14.3 Carrier shall submit invoices and final documents promptly and no later than 180 days after delivery unless a longer period is required by law or Broker agrees otherwise. To the maximum extent permitted by law, claims for unpaid freight charges not presented within that period may be denied as untimely.

14.4 Carrier shall look solely to Broker for payment of charges covered by a Rate Confirmation and shall not seek duplicate payment from Broker's shipper, consignee, or customer while Broker is not in material payment default. Nothing in this Section prevents a legally available remedy after Carrier gives Broker at least fifteen (15) business days written notice and Broker fails to cure an undisputed overdue amount.

14.5 If Carrier assigns receivables to a factoring company, Broker will honor a valid, verified Notice of Assignment. Carrier is responsible for resolving competing assignments. Payment to the factor or payee last verified by Broker fully discharges Broker to the amount paid. Changes to factor or bank instructions require independent verification; email instructions alone are insufficient.

14.6 Broker may deduct or set off documented overpayments, duplicate payments, cargo claims, service failures, penalties, or other amounts Carrier owes Broker, subject to applicable law and good-faith dispute procedures. Carrier shall not assert a possessory lien over cargo or equipment to secure disputed freight charges.

15. INDEMNIFICATION AND ALLOCATION OF RISK

15.1 Carrier shall defend, indemnify, and hold harmless Broker, Broker's affiliates, and their shipper/consignee customers from third-party claims, losses, liabilities, penalties, fines, cleanup costs, cargo losses, property damage, bodily injury, death, employment/tax claims, and reasonable defense costs to the extent arising from Carrier's breach, negligence, willful misconduct, transportation services, equipment, drivers, agents, or unauthorized subcontracting.

15.2 Broker shall defend, indemnify, and hold Carrier harmless from third-party claims to the extent arising from Broker's own negligence, willful misconduct, or material breach of this Agreement.

15.3 No Party is required to indemnify another Party for the indemnitee's own negligence or intentional misconduct to the extent prohibited by applicable law. Indemnity obligations are independent of, and not capped by, required insurance limits unless this Agreement expressly states otherwise.

15.4 Except for payment obligations, cargo liability, indemnification, confidentiality/data breaches, fraud, willful misconduct, gross negligence, unauthorized re-brokering, or violations of the customer-protection provisions, neither Party is liable to the other for special, incidental, punitive, exemplary, or consequential damages unless such damages are payable to a third party under an indemnified claim.

16. INDEPENDENT CONTRACTOR; PERSONNEL; TAXES

16.1 Carrier is an independent contractor and not Broker's employee, agent, partner, joint venturer, or fiduciary. Carrier retains exclusive control over the manner and means of transportation, its personnel, and its equipment, subject to legal and contractual shipment requirements.

16.2 Carrier is solely responsible for wages, payroll taxes, benefits, unemployment insurance, workers' compensation, driver classification, owner-operator relationships, and all employment or labor obligations involving Carrier personnel. Carrier shall defend and indemnify Broker from claims that Broker is an employer or joint employer of Carrier personnel, except to the extent caused by Broker's own unlawful conduct.

16.3 Nothing in this Agreement gives Broker authority to control Carrier's drivers in a manner inconsistent with independent-contractor status or applicable motor-carrier safety law. Broker may communicate customer requirements, pickup/delivery expectations, cargo-security requirements, and shipment status needs.

17. CONFIDENTIALITY, DATA, AND CUSTOMER INFORMATION

17.1 Confidential Information includes nonpublic rates, margins, pricing, customer identities and contacts, lanes, volumes, shipment data, business practices, credentials, systems information, and other information a reasonable person would understand to be confidential. Each Party shall use the other's Confidential Information only to perform this Agreement and protect it with reasonable safeguards.

17.2 Confidential Information does not include information that is public without breach, already lawfully known, independently developed, or lawfully received from a third party without a duty of confidentiality. Required disclosures are permitted if the receiving Party provides notice when legally allowed and discloses only what is required.

17.3 Each Party shall promptly report a security incident that materially compromises the other Party's Confidential Information or shipment information and shall reasonably cooperate in containment and remediation.

17.4 Confidentiality obligations continue for three (3) years after termination, and trade secrets remain protected for so long as they qualify as trade secrets under applicable law.

18. CUSTOMER RELATIONSHIP PROTECTION / NON-CIRCUMVENTION

18.1 During the term and for twelve (12) months after Carrier's last shipment for a particular Broker customer, Carrier shall not knowingly use Broker's Confidential Information to bypass Broker and directly solicit transportation business from that customer for substantially similar traffic first introduced to Carrier by Broker, except to the extent this restriction is prohibited by applicable law.

18.2 This Section does not apply to a customer relationship Carrier can document existed independently before Broker's introduction, to business obtained through a general public solicitation not targeted using Broker's Confidential Information, or to work Broker expressly approves in writing.

18.3 The Parties intend this Section to protect confidential customer relationships and not to prohibit lawful competition. If any part is unenforceable in a jurisdiction, it shall be enforced only to the maximum lawful extent and otherwise severed without affecting the remaining Agreement.

19. BROKER RECORDS AND TRANSPARENCY

19.1 Broker shall maintain transaction records for the period and with the information required by 49 CFR 371.3 and other applicable law. Carrier shall maintain records reasonably necessary to substantiate services, safety

compliance, invoices, accessorials, cargo claims, and insurance for at least three (3) years, or longer if law or an unresolved claim requires.

19.2 To the extent legally permitted, Carrier knowingly waives any contractual right to inspect Broker's proprietary transaction records beyond the information Broker is required by non-waivable law to provide. If applicable law or regulation prohibits such waiver or requires production, Broker shall provide the records required by law. This Section shall automatically conform to any future binding regulatory change.

19.3 Carrier shall not use any transaction record or shipper information obtained from Broker to solicit customers, interfere with Broker relationships, or disclose confidential pricing except as permitted by law and this Agreement.

20. COMPLIANCE, ETHICS, SANCTIONS, AND PROHIBITED CONDUCT

20.1 Each Party shall comply with applicable anti-bribery, anti-kickback, sanctions, export-control, customs, anti-trafficking, and other laws relevant to its performance. Carrier shall not transport contraband, stolen goods, or cargo in violation of law.

20.2 Carrier shall not offer or provide any improper payment, kickback, rebate, gift, or thing of value to Broker personnel or a shipper to obtain loads, preferred treatment, or confidential information. Normal modest business courtesies permitted by law are not prohibited.

20.3 Carrier shall promptly notify Broker of any investigation, debarment, sanctions listing, or legal restriction that could materially affect Carrier's ability to perform a shipment lawfully.

21. TERM, SUSPENSION, AND TERMINATION

21.1 The initial term is one (1) year beginning on the Effective Date and renews automatically for successive one-year periods unless either Party gives thirty (30) days written notice of nonrenewal or termination without cause.

21.2 Broker may immediately suspend tender of new loads or terminate this Agreement for material breach, unauthorized re-brokering, fraud, cargo theft, material misrepresentation, inactive or suspended authority, uninsured operation, an Unsatisfactory safety rating, repeated serious service failures, or conduct creating a material safety, legal, financial, or reputational risk.

21.3 Termination does not cancel an accepted load unless the Parties agree or safe/legal performance is impossible. Accrued payment, cargo, claim, indemnity, confidentiality, dispute, and other obligations that by nature should survive will survive termination.

22. DISPUTE RESOLUTION, GOVERNING LAW, AND VENUE

22.1 The Parties shall first attempt in good faith to resolve disputes through business representatives with authority to settle. Either Party may seek immediate injunctive or emergency relief when necessary to protect cargo, confidential information, customer relationships, property, or payment rights.

22.2 Federal transportation law controls where applicable. Otherwise, this Agreement is governed by the laws of the State of California, without giving effect to conflicts-of-law rules that would require application of another state's law.

22.3 Subject to any mandatory venue imposed by federal transportation law, the Parties consent to exclusive jurisdiction and venue in the state courts located in Kern County, California, or the United States District Court for the Eastern District of California when federal jurisdiction exists.

22.4 To the extent permitted by law, each Party knowingly waives trial by jury for disputes arising from this Agreement. The prevailing Party in an action to enforce this Agreement is entitled to recover reasonable attorneys' fees and costs where permitted by law.

22.5 Nothing in this Agreement shortens a statutory claims or limitations period that applicable law makes non-waivable. Contract claims not governed by a non-waivable federal period must be brought within two (2) years after the claim accrued, to the maximum extent permitted by law.

23. FORCE MAJEURE

23.1 A Party is excused from nonpayment performance to the extent prevented by an event beyond its reasonable control, without its fault, that could not reasonably have been avoided, such as severe natural disaster, war, civil disturbance, government action, widespread infrastructure failure, or comparable event. The affected Party shall give prompt notice and use reasonable efforts to mitigate and resume performance.

23.2 Force majeure does not excuse payment already due, ordinary equipment breakdown, driver shortage, market price changes, financial hardship, or events that reasonable contingency planning should have addressed.

24. NOTICES

24.1 Operational load notices may be sent by ordinary business email, TMS, text, or other agreed electronic method. Formal notices of termination, indemnity demand, legal claim, or material breach shall be sent by email with confirmation of transmission and by nationally recognized overnight delivery or certified mail to the addresses in the signature block, unless a Party has provided a replacement notice address in writing.

24.2 For Broker, notices should also be copied to info@smatlogistics.com unless Broker designates another legal-notice email in writing.

25. ASSIGNMENT, CHANGE OF CONTROL, AND DELEGATION

25.1 Carrier may not assign this Agreement, delegate transportation services, or transfer a Broker shipment to another operating authority without Broker's prior written consent. A merger, sale of substantially all assets, or change of control that affects Carrier authority, insurance, or operational responsibility must be disclosed promptly.

25.2 Broker may assign this Agreement to an affiliate or successor in connection with a reorganization, merger, sale, or transfer of its brokerage business, provided the assignee assumes Broker's obligations.

26. MISCELLANEOUS AND ORDER OF PRECEDENCE

26.1 Entire Agreement. This Agreement, together with accepted Rate Confirmations and written amendments, is the complete agreement concerning the subject matter and supersedes prior or contemporaneous oral or written understandings on that subject.

26.2 Amendments. A handwritten change, carrier stamp, tariff reference, invoice term, website term, or unilateral notation does not amend this Agreement unless an authorized Broker representative expressly accepts the change in a signed or electronically authenticated writing.

26.3 Severability. If a provision is invalid or unenforceable, it will be narrowed or severed to the minimum extent necessary, and the remaining provisions remain effective.

26.4 No Waiver. Failure to enforce a provision once is not a waiver of later enforcement. Rights and remedies are cumulative unless expressly stated otherwise.

26.5 Electronic Signatures and Counterparts. This Agreement may be signed electronically and in counterparts. Electronic signatures and copies have the same effect as originals to the extent permitted by law.

26.6 Headings. Headings are for convenience and do not limit the meaning of the Agreement.

26.7 Third-Party Beneficiaries. Broker's customers are intended third-party beneficiaries only of provisions that expressly protect or indemnify them; no other third party has rights under this Agreement unless expressly stated.

SIGNATURES

By signing below, each signer represents that he or she has authority to bind the named Party and that the Party has reviewed and accepts this Agreement, including the anti-rebrokering, insurance, cargo-liability, payment, confidentiality, and dispute provisions.

BROKER - SMAT Logistics LLC	CARRIER
Authorized Signature: _____	Authorized Signature: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
Email: info@smatlogistics.com	Email: _____
Phone: 661-386-4888	Phone: _____
Address: 3817 Westbrook Ave., Office 1, Rosamond, CA 93560	Address: _____

EXHIBIT A - CARRIER INFORMATION & SETUP CHECKLIST

Complete all applicable fields. Broker may independently verify authority, insurance, contact, address, tax, and payment information before setup or payment changes.

Legal Carrier Name	_____
DBA (if any)	_____
USDOT Number	_____
MC Number	_____
Physical Address	_____
Mailing Address	_____
Dispatch Phone / Email	_____
Accounting Phone / Email	_____
Emergency / After-Hours Contact	_____

Required setup documents

[ ] Active operating authority

[ ] Certificate of Insurance

[ ] W-9

[ ] Notice of Assignment (if factored)

[ ] Signed Agreement

[ ] Load-specific credentials when applicable

Carrier certification

Carrier certifies that the setup information and documents supplied to Broker are genuine, accurate, and belong to the same legal entity and operating authority identified above. Carrier authorizes Broker to verify the information with FMCSA, insurers, factors, banks/payment providers, customers, and commercially available carrier-verification sources as reasonably necessary to prevent fraud and confirm compliance.

Carrier Authorized Signer	_____
Signature / Date	_____
Broker Verification / Date	_____

EXHIBIT B - PAYMENT & FACTORING AUTHORIZATION

This exhibit is used to establish or change payment routing. Do not email sensitive bank-account information unless SMAT Logistics directs you to a secure method. All payment changes are subject to independent verification.

Payee Legal Name	_____
Payment Method	ACH / Check / Other: _____
Factored?	Yes [ ] No [ ]
Factor Legal Name	_____
Factor Address	_____
Factor Contact / Phone	_____
Factor Remittance Email	_____
NOA Attached?	Yes [ ] N/A [ ]

Payment-security certification

Carrier understands that SMAT Logistics may place a payment hold while verifying suspicious or changed payment instructions. Carrier agrees that Broker may rely on the last independently verified NOA/payment instruction until a replacement is verified. Carrier is responsible for disputes between Carrier and any factor, assignee, bank, or other payee unless caused by Broker's failure to follow its verified payment instructions.

Carrier Authorized Signature: _____ Date: _____

EXHIBIT C - LOAD SECURITY & OPERATING STANDARDS

These baseline standards apply unless a Rate Confirmation imposes more specific requirements. They are designed to reduce cargo theft, identity fraud, service failures, and unsupported accessorial disputes.

Stage	Required practice
Before pickup	Confirm the Rate Confirmation, commodity, trailer/equipment, pickup number, shipper location, driver identity, and any seal/temperature/high-value instructions. Report any mismatch before loading.
At pickup	Inspect trailer condition and visible cargo/packaging; record exceptions; verify seal number when used; do not depart with a material discrepancy without instructions.
In transit	Maintain lawful operation, agreed tracking/status updates, secure parking practices, and prompt reporting of delays, route changes, reefer alarms, accidents, theft attempts, or other exceptions.
Delivery	Deliver only to the authorized consignee/location; obtain clear POD with date/time and exceptions; do not follow a suspicious last-minute diversion without independent verification.
After delivery	Submit POD, BOL, lumper/accessorial receipts, and any requested temperature/security records promptly. Preserve records relevant to claims.
Never	Re-broker, use another authority, transload/cross-dock without authorization, falsify documents, alter payment instructions by unverified email, hold cargo hostage, or conceal an accident/cargo event.

SMAT Logistics contact

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END OF AGREEMENT