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KOMPASS LLC

BROKER CARRIER AGREEMENT

Version: October 2026

This Agreement is made between "Carrier" _____, a motor carrier operating under MC/DOT # _____, and organized under the laws of the State of _____, and KOMPASS LLC, the "Broker," organized under the laws of the State of California. Collectively, Carrier and Broker are referred to as the "Parties." This Agreement sets forth the terms and conditions under which Broker will engage Carrier to provide motor contract carriage and related services ("Services") for Shippers, and under which Carrier will perform those Services.

TERMS AND CONDITIONS

1. LEGAL STATUS OF PARTIES AND SERVICES

1.1 Definitions.

(a) "Broker" shall mean KOMPASS LLC.

(b) "Carrier" shall mean a person or entity providing motor vehicle transportation for compensation with active authority, insurance and compliant with all paperwork necessary for services.

1.2 Representations

Carrier represents and warrants that it is duly registered with FMCSA as a for-hire motor carrier of property in interstate and foreign commerce pursuant to 49 U.S.C. § 13902. Carrier must maintain an active operating authority of over 6 months to enter into agreement. The Carrier shall maintain insurance coverage in compliance with all applicable legal and regulatory requirements and no less than the minimums specified in Article 5. The Carrier agrees to provide proof of such coverage upon request and ensure that the coverage remains in effect for the duration of the agreement. Broker represents and warrants that it is duly registered with FMCSA as a property transportation broker pursuant to 49 U.S.C. § 13904. If such registration is no longer required in the future, Broker represents and warrants that it meets the definition of "broker" found at 49 U.S.C. § 13102(2) and shall function accordingly. The Parties shall render all Services in a competent and professional manner, and in accordance with all applicable federal and state laws and regulations of the jurisdiction(s) within which the Services are rendered.

1.3 Contract Carriage

All Services performed by Carrier pursuant to this Agreement shall be as a motor carrier of property in United States interstate or foreign commerce and shall be rendered as contract carriage within the meaning of 49 U.S.C. §§ 13102(4)(B) and 14101(b). In connection with contract carriage Services, Broker and Carrier hereby expressly waive 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. The Parties do not, however, waive the

provisions of that subtitle relating to registration, insurance, or safety fitness.

1.4 Relationship of Parties

The relationship of Carrier to Broker is that of an independent contractor. By this Agreement the Parties do not intend to provide for division of profits between Carrier, Broker and/or any Shipper, or to clothe Broker and/or any Shipper with joint control over Carrier's performance of the Services, or otherwise to create a *de facto* or *de jure* joint venture, joint enterprise or partnership between Carrier, Broker and/or any Shipper. Under no circumstances shall employees or agents of Carrier be deemed employees or agents of Broker or Shipper, nor shall Broker or Shipper be liable for any wages, fees, payroll taxes, assessments or other expenses relating to employees or agents of Carrier.

2. SCOPE OF SERVICES

2.1 FMCSA Requirements. Under no circumstances, however, shall Carrier render Services beyond the scope of its FMCSA registration (as it may be amended from time to time) unless the Services are exempt from legal requirements for such registration or authority.

2.2 Carrier shall not subcontract any Services to third parties without giving prior notice to Broker and obtaining Broker's prior written consent for the specific shipment involved, as further provided in Section 2.6. Any such subcontracting, with or without notice and consent, shall not affect Carrier's responsibilities or liabilities to Broker under this Agreement. As between Broker and Carrier, all costs of rendering the Services (including compensation of subcontractors as well as payment of all taxes or other governmental assessments imposed on Carrier) shall be borne solely and exclusively by Carrier. The prohibition against subcontracting does not apply to a person leased to the Carrier pursuant to the provisions of 49 C.F.R. Part 376. When Broker collects payment for services rendered and disburses funds directly to Carrier, legal identification and verification shall be required prior to releasing funds.

2.3 Broker shall not ask or in any way pressure Carrier to violate any federal, state or other applicable law with regard to the performance of the Services. By arranging for transportation of shipments by Carrier pursuant to this Agreement, Broker represents and warrants that it has conducted due diligence with regard to the creditworthiness of Shippers tendering such shipments, and that it vouches for same.

2.4 Non-Exclusivity of Services. Neither Party intends to give the other Party any exclusive rights or privileges under this Agreement. Except as otherwise stated in this Agreement, either party may contract with or otherwise provide service to any other motor carrier, broker, other intermediary or shipper.

2.5 Back Selling. In the event that either Party is able to provide concurrent services, neither party shall contract or otherwise provide rates or service to either Party's respective client or customer under any circumstances.

2.6 Prohibition on Double Brokering. Carrier shall transport every shipment tendered under this Agreement using its own operating authority, its own equipment or equipment leased to it under 49 C.F.R. Part 376, and its own employed or leased drivers. Carrier shall not re-broker, co-broker, assign, interline, subcontract, or otherwise transfer any shipment, in whole or in part, to any other motor carrier, broker, or third party, unless Broker has given prior written consent for that specific shipment

under Section 2.2. Any violation of this Section is a material breach of this Agreement. Upon such a violation:

(a) Broker may terminate this Agreement immediately, without the notice period required by Section 12.7;

(b) Carrier shall not be entitled to any compensation for the affected shipment, and Broker may pay the motor carrier that actually performed the transportation directly, with any such payment fully discharging Broker's payment obligation for that shipment;

(c) Carrier shall indemnify and hold harmless Broker under Section 8.1 for all resulting claims, losses, damages, and costs, including cargo loss and reasonable attorneys' fees; and

(d) Broker may report the violation to the Federal Motor Carrier Safety Administration and to industry carrier-monitoring services.

3. RATES, CHARGES, TERMS AND CONDITIONS FOR SERVICES

3.1 Rates and Charges

Carrier shall be entitled to the rates and charges agreed to by the Carrier and Broker as its sole and exclusive compensation for rendering the Services (including any Services subcontracted to third parties or performed in a capacity other than as a motor carrier, with or without the notices and consents required under Sections 2.2 and 2.6). Any rates or charges intended to apply only to particular Shippers shall be separately set forth and agreed to on a case-by-case basis and shall be confirmed in writing by both parties. No shipment tendered by Broker to Carrier within the geographic and commodity scope of this Agreement shall be subject to rates or charges set forth in any tariff or rate schedule maintained by Carrier, unless those rates and charges are agreed to in writing by both parties. Rates and charges set forth on the date the shipment is tendered to the Carrier by the Broker shall not be changed except by following the amendment procedures set forth in Section 12.3.

3.2 Invoicing and Payment

Invoicing procedures (including electronic invoicing), payment due dates and any late payment penalties shall be paid under Net 30 Terms unless otherwise agreed to by both parties. Except as otherwise provided in Customer-Specific Addenda with respect to particular Shippers, the Parties agree as follows:

(a) It shall be Carrier's responsibility to invoice Broker for the freight charges owing to Carrier.

(b) It shall be Broker's responsibility to invoice Shippers for Carrier's freight charges and Broker's commissions or other fees, and to take necessary measures to collect such invoices.

(c) It shall be Broker's responsibility to remit freight charges owed to Carrier within the time periods set forth above, regardless of any late payment or non-payment to Broker by Shippers.

(d) Carrier will have no responsibility for collection or payment of Broker's commissions or other fees unless otherwise agreed to in writing.

3.3 QuickPay Service

(a) QuickPay Rate fee of 5% of the total rate, inclusive of any current and pending charges, provided confirmation of Proof of Delivery is legitimate and agreed upon, payment will be

processed via ACH, contingent upon the successful verification of legal identification matching the business or mailing address from dot.gov or carrier411.com.

(b) Payment timeframe will begin once confirmation of documentation is complete and confirmed via email. Funds will be distributed starting one business day after. Documents must be received before noon PST.

(c) Verification through documents:

(1) For an individual, an unexpired government-issued identification evidencing nationality or residence and bearing a photograph or similar safeguard, such as a driver's license or passport; and

(2) For a person other than an individual (such as a corporation, partnership or trust), documents showing the existence of the entity, such as certified articles of incorporation, a government-issued business license, a partnership agreement, or a trust instrument.

3.4 Pricing Disputes

If Carrier alleges underpayment of applicable freight rates and charges by Broker, or if Broker alleges overcharges, overcollection or receipt of duplicate payments by Carrier, notice of such claims must be given in writing by the aggrieved Party to the other Party within thirty (30) days after delivery or the first attempted delivery of the involved shipment(s) by Carrier. The Party receiving any such claim shall process it in accordance with the provisions codified at 49 C.F.R. Part 378 as of the Effective Date of this Agreement. Any civil action or arbitration proceeding with respect to such a claim shall be filed within sixty (60) days after delivery or the first attempted delivery of the shipment(s) involved by Carrier.

3.5 Basic Freight Charges

1. Rate Confirmation

The Parties agree that Carrier shall be paid for its transportation services in accordance with the rate confirmation signed by the Parties and tendered at the outset of the shipment or in accordance with the rate agreed upon via email between Broker and Carrier, which can only be changed by the written agreement of the Parties. Acknowledgment of rate confirmation whether signed or not is agreement to written terms and conditions.

2. Mileage Computation

If any payment is specifically based on a mileage basis, mileage will be determined by the practical mileage route determined by the following software: Ascend TMS mileage route optimizer calculated on top right of every Load Confirmation.

3. Fuel Surcharge

Freight charges will include the fuel surcharge for the purpose of billing all invoices unless otherwise agreed to in writing by Broker. If agreed to in writing, the current fuel surcharge percentage will be advised to Broker every Tuesday via email unless otherwise agreed to by both parties.

4. Carrier Driver/Equipment Requirements

Rate confirmation is valid only if the equipment provided matches the specifications in the posting. This agreement shall be invalid if the equipment provided does not match the requested specifications. For example, providing a 26 ft trailer instead of a 53 ft trailer. If a truck/trailer arrives to shipper or receiver with MC/DOT # different than what was initially provided, Carrier will not be loaded and forfeit all compensation and prior terms. Trailer must be clean and free of debris, odors or holes/visible damage. Any trailer that fails to meet these requirements will be rejected and a trailer that meets requirements must be brought back to the shipper at carrier's cost. If Carrier is unwilling and/or unable to replace the trailer, Carrier will forfeit any claim to additional charges pursuant to a cancellation of the shipment by the Broker.

5. Applicability to Commercial Zone

(a) If rates are based on zip codes as a territorial description, they shall include the geographical area encompassed by the zip code destinations of the United States Postal Service. (b) If rates are specified to a particularly stated origin and/or destination, they shall not include or apply the commercial zone of the points. If rates are intended to include commercial zones, the Parties initial and agree that the commercial zone will be determined as set forth in 49 C.F.R. Part 372.

6. Payments

All payments, whether involving a domestic or international shipment, shall be made in U.S. currency and at U.S. rate of exchange. The provisions of 49 U.S.C. § 13707 are hereby waived and the following payment terms apply: Settlements paid within 30 days from the date invoice is received. All invoices must include a signed delivery receipt/bill of lading, order # and account/routing number or voided check and sent to: supplychain@consultingkompass.com

7. Detention of Trailer with Tractor or Box Truck

Upon Carrier's offering of a trailer with tractor for loading or unloading, Shipper or Shipper's consignee, as the case may be, shall be allowed, without charge, 2 hours to complete such loading or unloading and release the equipment for dispatch. If 1 hour has elapsed without either the Shipper or Shipper's consignee starting to load or unload the trailer, Carrier shall notify Broker in a timely manner so as to allow Broker to intervene on Carrier's behalf and accelerate the loading/unloading process. If Shipper or Shipper's consignee fails to complete the loading or unloading and release the equipment for dispatch within the 2 hour period, Carrier shall advise Broker of the standard hourly detention rate and Broker shall pay Carrier the standard detention rate per hour for each hour or fraction thereof in excess of the 2 hour period the Driver/Trailer is detained. If Carrier fails to notify Broker at the 1 hour point after arrival of Shipper or Shipper's consignee failing to begin loading/unloading the trailer, Broker will pay detention at 50 percent of the standard detention rate. If Carrier fails to provide proof of detention as set forth in Item 9 below, Carrier shall forfeit all detention charges at that location. Shippers shall use the trailer with tractor for the sole purpose of loading and/or unloading the lading within the scope of this

Agreement.

8. Truck Ordered and Not Used

   If Broker or Shipper requests that a tractor with operator be made available with a load tender or rate confirmation issued, and cancels its request, $150.00 will be awarded within 24 hours. A maximum charge of $150.00 shall be awarded by Broker as compensation for the lost revenue regardless of distance or fuel variables. TONU will not be issued if MC/DOT # does not match.

9. Determination of Detention Period

   For purposes of determining the number of hours and/or days that a tractor, trailer, or operator is detained by Shipper or Shipper's consignee for loading or unloading, Carrier may use, in its reasonable discretion, any reliable method of determining the date and time that a tractor, trailer, or operator is offered for loading or unloading including a signed bill of lading or delivery receipt or on-board tracking device, as long as proof is provided at the end of the 2 hour period and no later than 24 hours after initial determination of detention period. Holidays and weekends shall be counted in determining the length of any detention period.

10. Reconsignment

    If Broker or Shipper reconsigns or otherwise changes the destination of a shipment prior to delivery, the applicable rate shall be the rate that would be applied had Carrier been originally directed to deliver the shipment to the new destination via the location where the shipment was located at the time it was reconsigned, plus a reconsignment charge equal to $1.00 per additional mile required by virtue of the reconsignment. If a shipment is reconsigned or otherwise assigned a new destination at the time of delivery, the applicable rate shall be the rate that would apply to a new shipment from the point of delivery to the new destination, and Carrier shall bill Broker for the reconsigned shipment as though it were a stop-off plus the reconsignment charge as stated above.

11. In-Transit Stop-Off / Drop Charges

    A single shipment may be stopped at the direction of Broker for partial loading or partial unloading; provided, however, that in the event of any in-transit stop at the direction of Shipper or Shipper's consignee, Broker shall pay Carrier, in addition to other freight charges due, $50.00 per stop-off required at minimum and $1 per mile unless otherwise agreed upon in writing.

12. Tracking and Tracing

    Carrier, to the best of its capabilities, shall make available in-transit load position and related load delivery status and tracing information at key milestones in the freight's transit (in at shipper, out of shipper/in transit, in at consignee, delivery completed) by either email, telephone or method of contact as agreed to by Broker and Carrier at the onset of the shipment. Broker utilizes multiple forms of tracking such as AscendTracker, MacroPoint, and others.

13. Loading and Unloading

    If the services Carrier agrees to perform under this Agreement include loading and unloading, Carrier shall be solely responsible for such activities, provided they can be physically performed without mechanical assistance. Broker shall not require or compel Carrier, its drivers, or agents to engage in any loading or unloading activities. Any such activities performed by Carrier or its drivers are done voluntarily and at their own discretion. Broker shall not be liable for any injuries, damages, or claims arising from loading or unloading activities performed by Carrier or its personnel. (a) If Shipper or Shipper's consignee requires the use of a lumper (third-party loader or unloader), Carrier is required to advise Broker of such charge prior to the commencement of any loading or unloading of freight in order to be compensated at time of requirement in writing. (b) Shipper, Broker, Consignee absolves any liability due to handling of freight that may result in injury or death. It is the responsibility of carrier and driver to assess the situation and refuse to unload if unsafe and communicate with Broker as to reason for rejection of aforementioned duty. (c) In the event that the Shipper's consignee requests the driver to move freight beyond the tailgate, including sorting or stacking or similar service, Carrier shall notify Broker as soon as practicable and Carrier's operator shall not commence either loading or unloading until such time as Carrier and Broker have come to an agreement on how to proceed.

14. Billing Weight

    If freight charges are to be assessed in whole or part on billing weights, such weights shall be based on scale weight except that uniform or standard weights may be billed at average weight subject to verification by Carrier. Weight shall include protective materials used by Shipper in preparing the lading for shipment.

15. Exclusive Use of Vehicle

    All shipments tendered by Broker to Carrier are to be considered exclusive, whether sealed or otherwise, unless shipment is identified in writing as a partial truckload or less than truckload shipment. If shipment will not fit inside of the trailer due to other freight, or dunnage being in the trailer, it must be communicated to Broker with photos of freight and Broker will compensate if dimensions were given incorrectly by Shipper.

16. Equipment and Shipment Parameters Disclaimer

    Broker shall provide Carrier with the equipment requirements, shipment dimensions, and any other pertinent specifications as communicated by Shipper. However, Broker and Shipper shall not be liable for any additional costs, delays, extra mileage, fuel expenses, or any other damage or expenses incurred if the Carrier fails to meet the agreed-upon parameters due to inaccurate, incomplete, or miscommunicated information. It is solely the responsibility of Carrier to verify and confirm that all equipment and shipment details provided are accurate and comply with the operational requirements for the transportation of the cargo.

17. Permits

Carrier shall secure any permits for any over-dimensional or overweight load and Broker agrees that Carrier may bill Broker the actual cost of any permits or those costs for the use of any required escort vehicles. If the over-dimensional or overweight movement requires the payment of tolls, Broker shall pay Carrier the difference in charges.

18. Forwarding and Documentation Services

    On any international or coastal intermodal service, Carrier will be responsible for notifying Broker if Driver is not given all required documents at Shipper. In the case of international shipments to Canada from the United States, Carrier will provide PARS number to Broker for the purposes of notifying the Canadian Customs Broker only.

19. Split Pickups on Shipper Premises

    If Carrier is required to make pickups at two or more sites on premises, providing the distance between the 2 points does not exceed five miles, the second site will be considered as part of the same pickup. If Carrier is instructed by Shipper to proceed to a facility/location in excess of five mile distance from the initial pickup location, Carrier is to notify Broker to the best of its capabilities, either by phone, fax or email, prior to the driver departing the initial pickup location.

20. Proof of Delivery

    A copy of signed proof of delivery is required as a prerequisite to payment of freight charges and must be provided within 48 hours of freight delivery. Proof of delivery is defined as, but not limited to, a scanned copy of the bill of lading signed by the consignee, or a clear and legible photograph of the signed bill of lading taken by the driver. SIGNED BOL IS REQUIRED FOR PAYMENT. Receiver must confirm via signature or stamp of received in time and in full. If Carrier has not provided satisfactory proof of delivery within the 48-hour period, a second request will be made by Broker; if after 48 hours from the second request a Proof of Delivery is not provided, a $25 deduction will be taken from the rate per each 3 day period it is not received after the 4 day grace period ends.

21. Tarping

    All shipments requiring a flatbed trailer to move shall be tarped unless otherwise stated in writing by Broker. (a) No entity outside of Broker has the authority to authorize a load that was agreed upon to be tarped by the Parties to not be tarped. (b) In the event that a flatbed load is not tarped when instructions were clearly communicated by Broker and confirmed by Carrier, Broker shall apply a rate penalty equal to the tarping charge set forth by the carrier but not less than $150.00.

22. Deviation of Rate Parameters

    Payment terms are subject to the rate confirmation parameters as stated above. In case of a breakdown or any form of deviation from agreed upon terms for any reason, evidence in form of receipts, photos, video and proof of location will be required. If failure to successfully provide evidence for reason of deviation there will be a reduction in line haul rate and possible Freight Guard report.

4. FREIGHT DOCUMENTATION

The terms of this Agreement and any addendums thereto shall apply to all shipments tendered to Carrier within the scope of the load tender provided by the Broker and shall take precedence over any conflicting terms contained in any bill of lading, receipt or other transportation document (Shipment Document) issued for all shipments tendered by a Shipper within the scope of the Services. Except as otherwise permitted by Customer-Specific Addenda to the load tender or agreed to in writing by both the Carrier and the Broker, the Carrier shall use only the Broker's bill of lading and said document will show the shipment tendered to the Broker, in the care of the Carrier.

5. INSURANCE; BROKER BOND

5.1 Broker shall always maintain a surety bond/trust in an amount no less than $75,000.00. The form and terms of the bond shall be consistent with the provisions of FMCSA Form BMC 34 as that form was in effect on January 1, 2005.

5.2 Carrier shall maintain cargo liability insurance in the amount of $100,000.00 per occurrence, at a minimum.

5.3 Carrier shall maintain automobile liability insurance with a combined single limit of not less than $1,000,000.00 per occurrence for bodily injury and property damage, covering all vehicles used to perform the Services, including owned, hired, scheduled, and non-owned vehicles, as applicable. Carrier shall furnish a certificate of insurance evidencing this coverage before any shipment is tendered, and Broker may refuse to tender shipments to Carrier at any time this coverage is not in effect.

5.4 Upon either Party's request, the non-requesting Party shall furnish the requesting Party with certificates from the insurers or trustee evidencing such coverages and providing for not less than thirty (30) days' advance written notice of cancellation or non-renewal of coverage or trust, or shall cause the insurers or trustee to name the requesting Party as an additional insured or beneficiary for the sole purpose of receiving such 30-day advance written notices of cancellation or non-renewal.

6. CARGO LIABILITY

6.1 Generally. 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. 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 Effective Date of this Agreement, except that if the claim is filed by Broker it must be accompanied by proof (such as a signed power of attorney, a written assignment of the claim, or other evidence) that the involved Shipper has granted Broker full authority to resolve the claim. Claims must be filed, and any litigation on such claims must be commenced, within the minimum time frames (9 months and two years, respectively) as permitted in 49 U.S.C. § 14706(e). Nothing in this Agreement shall be construed as Broker assuming the role of a motor carrier or freight forwarder under any circumstances.

6.2 Sealed Trailers. Carrier's driver must be present and supervise the loading/unloading of all freight. If Shipper requires that driver not be present and loads and seals a trailer or semitrailer tendered to Carrier without a representative of Carrier inspecting and counting the cargo during the loading process, or unloads the trailer or semitrailer under the same criteria, Broker shall absolve Carrier of any liability for shortages or damage upon delivery of the trailer or semitrailer with the seal intact. Broker

shall similarly absolve Carrier if the seal was broken only at the direction and under the supervision of an agent for the Bureau of Customs and Border Protection or other governmental authority and Carrier applies another seal to the trailer under the observation of said Customs and Border Protection agent and notes the new seal number on the bill of lading or other shipping document. In such an event, Carrier is required to notify Broker of the new seal number within 24 hours.

6.3 Shipper's Load and Count. If a Shipper preloads trailers or semitrailers and a representative of Carrier is not present to verify cargo count or stowage adequacy during the loading process, the load shall be considered as moving on a "shipper's load and count" basis regardless of whether it is sealed or whether "SL&C" or a similar notation appears on the Uniform Receipt.

7. REFUSED FREIGHT; SALVAGE, AND WAREHOUSE LIABILITY

The provisions of the most current version of the National Motor Freight Classification's Uniform Straight Bill of Lading governing refused freight, salvage and Carrier's status and liability as a Warehouse shall be incorporated by reference into this Agreement.

8. INDEMNIFICATION; NO CONSEQUENTIAL DAMAGES

8.1 Hold Harmless

Except as otherwise expressly provided in this Agreement with regard to cargo loss and damage (see Article 6), Carrier shall indemnify and hold harmless Broker, its officers, directors, employees, and agents from and against any and all claims, liabilities, losses, damages, fines, penalties, payments, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to Carrier's performance of this Agreement or the Services, including but not limited to:

(a) Any bodily injury (including death), personal injury, or property damage arising out of or relating to Carrier's operations, use of equipment, or breach of this Agreement.

(b) Any claims by third parties (including Shippers) related to the transportation of cargo, except to the extent such claims are directly and proximately caused by the gross negligence or willful misconduct of Broker.

(c) Any breach of this Agreement by Carrier, including any violation of Section 2.6.

Broker shall indemnify and hold harmless Carrier, its officers, directors, employees, and agents from and against any and all claims, liabilities, losses, damages, fines, penalties, payments, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to Broker's gross negligence or willful misconduct in the performance of this Agreement.

8.2 Consequential Damages Excluded

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF MARKET, LOSS OF CUSTOMER GOODWILL, BUSINESS INTERRUPTION, OR ANY OTHER ECONOMIC LOSS), REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES SOUNDS IN CONTRACT, TORT, BREACH OF WARRANTY, CONSUMER FRAUD, OR OTHERWISE.

9. FORCE MAJEURE; LEGAL RESTRAINT

If either Broker or Carrier is prevented from or delayed in performing any of its obligations under this Agreement by reason of statutes, regulations or orders of a governmental entity (including actions taken by a court or by law enforcement officials), or because of war, terrorism, acts of God, labor disturbances, civil unrest, or any cause beyond the reasonable control of such Party, that Party shall not be liable to the other Party for damages by reason of any delay or suspension of performance resulting from such legal restraints or force majeure. The Party invoking this Article, however, shall furnish the other Party with notice of same no more than two Business Days after the onset of the conditions delaying or preventing performance.

10. DISPUTE RESOLUTION

Having entered into this Agreement in good faith, the Parties agree that the following shall occur if a dispute arises with regard to its application or interpretation.

10.1 Meet and Confer; Mediation. Either Party may give prior notice to the other regarding the existence of a dispute. Within the thirty (30) days following the date of the notice, representatives of the Parties with full settlement authority shall meet and confer at least once in an effort to resolve the dispute among themselves. If such efforts fail, the Parties shall engage an experienced mediator upon such terms and such cost allocation as may be mutually agreeable to the Parties.

10.2 Arbitration. If after the expiration of the thirty (30) day period set forth in Section 10.1 a dispute is not resolved voluntarily, the Parties shall submit the matter for final and binding arbitration under the Commercial Rules of the American Arbitration Association ("AAA"), as modified herein, before a single arbitrator with appropriate subject matter expertise. Such arbitration shall take place at a mutually agreed location or, failing agreement on a location, then at a location most nearly equidistant between the respective headquarters locations of the Parties. The award of the arbitrator may be enforced in any court of competent jurisdiction.

10.3 Selection of Arbitrator. If the parties are unable to agree on a mediator or arbitrator, the parties shall each submit to the other a list of acceptable and qualified mediators or arbitrators in order of preference. The first name to appear on both lists shall be appointed the arbitrator. The arbitrator shall be reimbursed all expenses and compensated at his or her standard rate.

10.4 Discretion of Arbitrator

(a) The arbitrator shall base the award on the terms of this Agreement, federal transportation law, including existing judicial and administrative precedence, and by the arbitration law of the Federal Arbitration Act, Title 9 U.S. Code. The arbitrator shall apply each in the order of precedence with the former having primary control.

(b) The arbitrator shall have the power to order the parties to present evidence, including documents or testimony that the arbitrator deems necessary to the rendering of a fair and equitable decision. The arbitrator shall have the final judgment, in accordance with the federal rules of civil procedure, as to what evidence and testimony to permit to be entered in the proceeding and the weight to be accorded each.

(c) The arbitrator shall have no power to award punitive damages and any award of damages shall be limited to actual damages.

(d) The parties expressly agree that this Agreement shall confer no power or authority upon the arbitrator to render any judgment or award that is erroneous in its application of the terms of this Agreement or substantive law.

(e) The arbitrator shall render the award in writing and, unless both parties agree otherwise, shall include an explanation of the reasons for the award, which explanation may be limited to the extent necessary to support the award and need not attempt to cover all issues raised by the parties.

10.5 Equitable Relief. The arbitrator shall have the power to order equitable relief, including protection of the status quo pending the completion of the arbitration and the issuance of the decision. Pending the settlement of the dispute by voluntary means pursuant to Section 10.1 or the appointment of an arbitrator under Section 10.2, either party may go to a court of competent jurisdiction to seek equitable relief, including a temporary injunction or restraining order. Upon the appointment of the arbitrator, any relief granted by the court shall remain in effect until reversed or removed by the arbitrator or until a final arbitration decision is issued and entered.

10.6 Cargo Claims and Pricing Disputes. If a dispute involves a cargo claim or the pricing of Services, the provisions of this Article 10 are subject to any inconsistent provision of Article 6 or Section 3.4, respectively. Providing evidence to Broker that supports a claim via photos, video or receipts for deviation of agreed upon terms will strengthen Carrier's case.

11. CONFIDENTIALITY; BACK-SOLICITATION

Except to the extent required by law, neither Party shall disclose to third parties (other than to freight bill auditors, prospective capital providers, and outside professionals, if such parties agree to similar confidentiality terms) either the terms of this Agreement or any confidential or proprietary information either Party learns about the other in the course of performing Services under this Agreement, including but not limited to software, business methods, customer lists, or the rates, valuation, origin, destination and consignee identity for any shipment within the scope of the Services. Except upon a material breach of this Agreement by Broker, Carrier shall refrain from directly soliciting freight business during the term of this Agreement, or for 24 months thereafter.

12. MISCELLANEOUS

12.1 Governing Law. Except to the extent that the application of such laws is prohibited by the provisions of 49 U.S.C. § 14501(c) or other law, this Agreement shall be interpreted in accordance with the laws of the State of California, disregarding any choice-of-law principle under which that State would look to the laws of another jurisdiction.

12.2 Notices. Any notice required or permitted under this Agreement shall be deemed sufficient if sent by prepaid first-class mail, by a nationally recognized overnight courier, by email, or by facsimile transmission, if such notice is sent to the address, email address, or fax number of, and marked to the attention of, the individual noted in the signatory provision of this Agreement or to any other individual designated by the Party. Notices shall be considered to have been received by the addressee Party on the third Business Day after mailing, on the first Business Day after deposit with an overnight courier, or on the day an email or facsimile is transmitted if the sender receives confirmation of successful transmission. Each Party may change its designated contact, or update the contact information for such individuals, by prior notice to the other Party in accordance with this Section 12.2,

and without formal amendment of this Agreement under Section 12.3.

12.3 Entire Agreement; Amendments. This Agreement represents 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 Effective Date of this Agreement, shall have the effect of modifying the Parties' rights and obligations under this Agreement in any way. Except as provided in Section 12.2 with regard to changes in designated contact information and listings, no amendment to this Agreement shall be valid unless it is set forth in writing, is marked with a unique amendment number, specifies the articles, sections and/or attachments being amended, specifies an effective date for the amendments, and is signed by designated contacts of both Parties.

12.4 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.

12.5 Waiver. Neither the failure of a Party to exercise any right, power or privilege under this Agreement, nor its delay in any such exercise, shall operate as a waiver of that right, power or privilege. No such waiver shall be binding on either Party unless it is in writing or signed by a designated contact of the Party against which the waiver is asserted. No such waiver on one occasion shall preclude subsequent full enforcement of a Party's rights, powers and privileges under this Agreement or at law or in equity.

12.6 Successors and Assigns. This Agreement shall be binding on, and shall inure to the benefit of, both Parties as well as their respective successors and permitted assigns. Assignment of this Agreement by either Party requires prior notice to and consent by the other Party. Neither Party shall unreasonably withhold consent for an assignment by the other Party to an affiliate of the assigning Party, provided that the affiliate first agrees in writing to comply with all terms and conditions of this Agreement.

12.7 Term of Agreement. This Agreement shall remain in full force and effect for a one-year period following the Effective Date and thereafter shall be renewed automatically on a year-to-year basis, unless and until terminated as set forth in the next sentence. Either Party has the right to terminate this Agreement at any time, with or without cause, by providing prior notice to the other Party at least thirty (30) calendar days in advance of the proposed termination date, except that Broker may terminate immediately as provided in Section 2.6. If any shipment within the scope of the Services remains in transit on the effective date of a termination of this Agreement, both Parties' rights and duties under this Agreement shall remain in effect with respect to such shipment until it is delivered, and all related invoices and claims are satisfied.

WHEREFORE, the Parties have executed this instrument as their legally binding agreement as of the Effective Date written below.

SIGNATURE PAGE

CARRIER	BROKER
Legal name: _____	**KOMPASS LLC**,
	a California limited liability company
By: X _____	By: _____
Authorized signature, company officer or responsible party	Authorized signature on behalf of KOMPASS LLC
Name: _____	Name: Adonay Hernandez
Title: _____	Title: Managing Member
Telephone: _____	Telephone: 626-560-1761
Address: _____	Address: 254 N Lake Ave, Suite 112
_____	Pasadena, CA 91101
Effective Date: _____	Date: 01/01/2026