



DIAMOND COORDINATORS INC.

2011 - 2026

EXPEDITED FREIGHT SOLUTIONS

CARRIER PACKET

Broker-Carrier Agreement

Diamond Coordinators Inc. | PO Box 5, Butler, WI 53007

Send invoices to: Accounting@ShipDCI.com

CARRIER INFORMATION

CARRIER NAME

DATE

MC #

USDOT #

FEIN #

SCAC CODE

DISPATCH CONTACT (NAME / PHONE)

AFTER-HOURS PHONE

BROKER-CARRIER AGREEMENT

This Agreement is entered into this ____ day of _____, 20____, by and between **DIAMOND COORDINATORS INC.**, a Registered Property Broker, USDOT No. 2859155 / MC No. 735546 ("BROKER"), and _____, a Registered Motor Carrier, USDOT No. _____ / MC No. _____ ("CARRIER") (collectively, the "Parties," and each a "Party"). "Registered" means operating under authority issued by the Federal Motor Carrier Safety Administration (or its predecessors) within the U.S. Department of Transportation.

1. CARRIER REPRESENTS AND WARRANTS THAT IT:

- A. Is a Registered Motor Carrier of Property authorized to provide transportation of property under contracts with shippers and receivers and/or brokers of general commodities.
- B. Shall transport the property under its own operating authority and subject to the terms of this Agreement.
- C. Makes the representations herein for the purpose of inducing BROKER to enter into this Agreement.
- D. Agrees that a Shipper's insertion of BROKER's name as the carrier on a bill of lading shall be for the Shipper's convenience only and shall not change BROKER's status as a property broker nor CARRIER's status as a motor carrier. BROKER is not a motor carrier and assumes no motor carrier responsibility for cargo loss and damage, whether the National Motor Freight Traffic Association (NMFTA) form of bill of lading (effective August 2016) or another form of bill of lading is utilized, nor does BROKER assume any other liability of a motor carrier.
- E. Will transport all cargo with equipment owned or leased by CARRIER and will not re-broker, co-broker, subcontract, assign, interline, or transfer the transportation of shipments hereunder to any other person or entity conducting business under a different operating authority (other than the one identified in the introductory paragraph of this Agreement) without the prior written consent of BROKER. If CARRIER breaches this provision, among all other remedies (whether in equity or in law), BROKER shall have the right to pay the monies it owes CARRIER directly to the delivering carrier, in lieu of payment to CARRIER. Upon BROKER's payment to the delivering carrier, CARRIER shall not be released from any liability to BROKER under this Agreement or otherwise, including any claims under 49 U.S.C. § 13901 et seq. In addition to the indemnity obligation in Paragraph 1.H, CARRIER will be liable for consequential damages for violation of this provision. CARRIER further acknowledges that arranging for another carrier to transport freight without having a broker license to do so is a violation of federal law and can subject CARRIER and its officers, directors, and principals to liability to the United States government for civil penalties of up to \$10,000 for each violation (as adjusted for inflation) and to any injured party for all valid claims incurred without regard to amount. See 49 U.S.C. § 14916. The provisions of this paragraph shall not prohibit CARRIER from using owner-operators who have leased equipment and drivers to CARRIER in accordance with 49 C.F.R. Part 376, who are operating under CARRIER's motor carrier authority and insurance coverage, and for whose drivers CARRIER has performed all driver screening, qualification, and safety monitoring functions in accordance with the Federal Motor Carrier Safety Regulations.
- F. (i) Is in, and shall maintain during the term of this Agreement, compliance with all applicable federal, state, and local laws relating to the provision of its services including, but not limited to: transportation of Hazardous Materials (including the licensing and training of Haz-Mat qualified drivers), as defined in 49 C.F.R. § 172.800, § 173, and § 397 et seq., to the extent that any shipments hereunder constitute Hazardous Materials; security regulations; owner-operator lease regulations; loading and securement of freight regulations; implementation and maintenance of driver safety regulations including, but not limited to, hiring, controlled substances and alcohol testing, and hours

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of service regulations; sanitation, temperature, and contamination requirements for transporting food, perishable, and other products, including without limitation the Food Safety Modernization Act, the Sanitary Food Transportation Act of 2005, the Federal Food, Drug, and Cosmetic Act, and the FDA's Final Rule pertaining to Sanitary Transportation of Human and Animal Food; qualification, licensing, and training of drivers; implementation and maintenance of equipment safety regulations; maintenance and control of the means and method of transportation including, but not limited to, performance of its drivers; and all applicable insurance laws and regulations including, but not limited to, workers' compensation. CARRIER agrees to provide proof of compliance with the regulations referred to herein upon request.

(ii) Is solely responsible for any and all management, governing, discipline, direction, and control of its employees, owner-operators, agents, and equipment with respect to operating within all applicable federal and state legal and regulatory requirements to ensure the safe operation of CARRIER's vehicles, drivers, and facilities. CARRIER and BROKER agree that safe and legal operation of CARRIER and its drivers shall completely and without question govern and supersede any service requests, demands, preferences, instructions, and information from BROKER or BROKER's customer with respect to any shipment at any time.

- G. Will notify BROKER immediately if its federal operating authority is revoked, suspended, or rendered inactive for any reason; if it is sold or there is a change in control of ownership; and/or if any insurance required hereunder is threatened to be, or is, terminated, cancelled, suspended, or revoked for any reason.
- H. Shall defend, indemnify, and hold BROKER and its shipper customer harmless from any claims, actions, or damages arising out of CARRIER's performance under this Agreement, including cargo loss and damage, theft, delay, damage to property, and personal injury or death, including the actions of any third party entrusted with the performance of CARRIER's duties under this Agreement. Neither Party shall be liable to the other for any claims, actions, or damages due to the negligence or intentional act of the other Party or the shipper. The obligation to defend shall include all costs of defense as they accrue.
- I. Does not have an "Unsatisfactory" or "Conditional" safety rating issued by the Federal Motor Carrier Safety Administration (FMCSA), U.S. Department of Transportation, and will notify BROKER in writing immediately if its safety rating is changed to "Unsatisfactory" or "Conditional." If CARRIER's safety rating becomes "Unsatisfactory" or "Conditional," CARRIER shall no longer be authorized to transport shipments under this Agreement until its rating is restored to "Satisfactory" or the rating is removed.
- J. Authorizes BROKER to invoice CARRIER's freight charges to shippers, consignees, or third parties responsible for payment.
- K. Has investigated, monitors, and agrees to conduct business hereunder based in relevant part on the creditworthiness of BROKER, and is granting BROKER credit terms accordingly.
- L. Waives any and all liens that it may have or claim to have against any cargo, whether such liens are statutory, arise from common law, or otherwise.
- M. For the benefit of BROKER and any and all shippers, consignors, consignees, receivers, and any other parties with any interest in the transportation of the property, warrants that, to the extent any shipments subject to this Agreement are transported within the State of California: (i) all equipment, including but not limited to semi-trailers, containers, truck vans, shipping containers, railcars, and the semi-tractors that haul them under this Agreement, is in compliance with all California Air Resources Board (ARB) regulations, including but not limited to the ARB Heavy-Duty Vehicle Greenhouse Gas (Tractor-Trailer GHG) Emission Reduction Regulation; (ii) all refrigerated equipment utilized within the state is in full compliance with the ARB Transport Refrigeration Unit (TRU)

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Airborne Toxic Control Measure (ATCM) and in-use regulations; and (iii) all equipment is in compliance with the ARB Truck and Bus Regulation (On-Road Heavy-Duty Diesel Vehicles (In-Use) Regulation). CARRIER shall defend, indemnify, hold harmless, and be liable to BROKER and any and all shippers, consignors, consignees, receivers, and any other parties with any interest in the transportation of the property for any penalties or any other liability imposed on the same, or assumed by BROKER due to penalties imposed on BROKER's customer(s), because of CARRIER's use of non-compliant equipment.

2. BROKER / CARRIER RESPONSIBILITIES:

- A. SHIPMENTS: BROKER shall offer CARRIER at least one (1) load/shipment. BROKER shall inform CARRIER of (i) the place of origin and destination of all shipments; and (ii) if applicable, any special shipping and handling instructions, special equipment requirements, or value of shipments in excess of the amount of cargo insurance specified in Paragraph 3.D below, of which BROKER has been timely notified.
- B. BILLING: BROKER will invoice its customers and/or any shippers, consignees, or other parties responsible for payment. CARRIER shall invoice BROKER for CARRIER's charges by email to Accounting@ShipDCI.com (or such other address as BROKER may designate in writing), as mutually agreed in writing (including by fax or other electronic means) and as contained in BROKER's Load Confirmation Sheet(s) / dispatch sheets, which are incorporated herein by this reference. Additional rates for truckload or LTL shipments, modifications or amendments of the above rates, or other additional rates may be established to meet changing market conditions, shipper requirements, BROKER requirements, and/or specific shipping schedules as mutually agreed upon, and shall be confirmed in writing (including by fax or email) by both Parties. Any such additional, modified, or amended rates shall automatically be incorporated herein by this reference.
- C. RATES: All written confirmations of rates, including confirmations by billing and payment, shall be incorporated herein by this reference. Rates or charges, including but not limited to stop-offs, detention, loading or unloading, fuel surcharges, or other accessorial charges, tariff rates, released rates or values, or tariff rules or circulars, shall only be valid when their terms are specifically agreed to in a writing signed (including electronically) by both Parties. Additionally, any rates which may be verbally agreed upon shall only be deemed confirmed in writing when such charge is paid by BROKER.
- D. PAYMENT: The Parties agree that BROKER is the sole party responsible for payment of CARRIER's charges. The failure of BROKER to collect payment from its customer shall not exonerate BROKER of its obligation to pay CARRIER. BROKER agrees to pay CARRIER's invoice within thirty (30) days of receipt of the invoice, signed bill of lading or proof of delivery, and all other supporting documentation required by BROKER's Load Confirmation Sheet, provided CARRIER is not in default under the terms of this Agreement. If BROKER has not paid CARRIER's invoice as agreed, and CARRIER has complied with the terms of this Agreement, CARRIER may seek payment from the Shipper or other party responsible for payment after giving BROKER fifteen (15) business days' advance written notice. CARRIER shall not seek payment from any Shipper, consignee, or third party if such Shipper, consignee, or third party can prove payment to BROKER. CARRIER shall provide BROKER with the signed bill of lading, delivery receipt, and other documentation required for BROKER to bill its customer within fifteen (15) days of delivery. CARRIER's failure to invoice BROKER within ninety (90) days of delivery shall release BROKER from any obligation to pay CARRIER for that shipment.
- E. BOND: BROKER shall maintain a surety bond or trust fund in an amount not less than \$75,000.00, on file with the Federal Motor Carrier Safety Administration (FMCSA) in the form and amount required by that agency's regulations.

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- F. BROKER will notify CARRIER immediately if its federal operating authority is revoked, suspended, or rendered inactive for any reason; if it is sold or there is a change in control of ownership; and/or if any insurance required hereunder is threatened to be, or is, terminated, cancelled, suspended, or revoked for any reason.
- G. BROKER's responsibility is limited to arranging for, but not actually performing, transportation of a shipper's freight.

3. **CARRIER RESPONSIBILITIES:**

- A. **EQUIPMENT:** Subject to its representations and warranties in Paragraph 1 above, CARRIER agrees to provide the necessary equipment and qualified personnel for completion of the transportation services required for BROKER and/or its customers. CARRIER will not supply equipment that has been used to transport hazardous wastes, solid or liquid, regardless of whether they meet the definition in 40 C.F.R. § 261.1 et seq. CARRIER will furnish equipment for transporting cargo which is sanitary, free of any contamination, and suitable for the particular commodity being transported, and which will not cause, in whole or in part, adulteration of the commodity as defined in 21 U.S.C. § 342. CARRIER agrees that all shipments will be transported and delivered with reasonable dispatch, or as otherwise agreed in writing by both Parties.
- B. **BILLS OF LADING:** CARRIER shall sign a bill of lading, produced by the shipper or CARRIER in compliance with 49 C.F.R. § 373.101 (and any amendments thereto), for the property it receives for transportation under this Agreement. Unless otherwise agreed in writing, CARRIER shall become fully responsible/liable for the freight when it takes/receives possession thereof and the trailer(s) is/are loaded, regardless of whether a bill of lading has been issued, signed, and/or delivered to CARRIER, and such responsibility/liability shall continue until delivery of the shipment to the consignee and the consignee signs the bill of lading or delivery receipt. The foregoing sentence is not intended to limit or waive the application of the law related to concealed damages. Any terms of the bill of lading (including but not limited to payment and credit terms, released rates, or released value) inconsistent with the terms of this Agreement shall be ineffective. Failure of CARRIER to abide by any part of this paragraph shall not affect the liability of CARRIER. Any listing of BROKER as a carrier on any bill of lading shall be deemed to be for convenience only and shall not change the role of BROKER as a "broker" as defined in 49 U.S.C. § 13102(2).
- C. **LOSS & DAMAGE CLAIMS:**
 - (i) CARRIER shall comply with 49 C.F.R. § 370.1 et seq., and any amendments and/or any other applicable regulations adopted by the Federal Motor Carrier Safety Administration, U.S. Department of Transportation, or any applicable state regulatory agency, for processing all loss and damage claims and salvage. CARRIER agrees that food that has been transported or offered for transport under conditions that are not in compliance with the Shipper's or BROKER's instructions, as provided to CARRIER by the Shipper or BROKER, will be conclusively determined to be "adulterated" within the meaning of the Federal Food, Drug, and Cosmetic Act, 21 U.S.C. § 342(i). CARRIER understands and agrees that adulterated shipments may be refused by the consignee or receiver at destination without diminishing or affecting CARRIER's liability in the event of a cargo claim. CARRIER shall not sell, salvage, or attempt to sell or salvage any goods without BROKER's express written permission;
 - (ii) CARRIER's liability for any cargo damage, loss, or theft from any cause shall be determined under the Carmack Amendment, 49 U.S.C. § 14706, if applicable; however, liability for exempt commodities and processing cargo loss and damage claims shall be determined by the DRC Trading Practices, the Blue Book Transportation Guidelines, or the NAPTWG Best Practices, by agreement of the Parties, and if there is no agreement, then by one of the foregoing associations' guidelines at the selection of BROKER;

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- (iii) Special Damages: CARRIER's indemnification liability under Paragraph 1.H for freight loss and damage claims under subparagraph 3.C(ii) shall include legal fees, which shall constitute special damages, the risk of which is expressly assumed by CARRIER, and which shall not be limited by any liability of CARRIER under subparagraph 3.C(ii) above;
 - (iv) Except as provided in Paragraph 1.E above, neither Party shall be liable to the other for consequential damages without prior written notification of the risk of loss and its approximate financial amount, and agreement to assume such responsibility in writing; and
 - (v) Notwithstanding the terms of 49 C.F.R. § 370.9, CARRIER shall pay, decline, or make a settlement offer in writing on all cargo loss or damage claims within sixty (60) days of receipt of the claim. Failure of CARRIER to pay, decline, or offer settlement within this period shall be deemed an admission by CARRIER of full liability for the amount claimed and a material breach of this Agreement.
- D. INSURANCE: CARRIER shall furnish BROKER with Certificate(s) of Insurance, or insurance policies, evidencing coverage in force as of the date of certificate issuance and, unless otherwise agreed, subject to the following terms and minimum limits: general liability, \$1,000,000.00; commercial auto liability/bodily injury-property damage (BIPD), including hired and non-owned vehicles, \$1,000,000.00 (or such higher amount as required by 49 C.F.R. Part 387 if transporting hazardous materials, including environmental damages due to release or discharge of hazardous substances); cargo damage/loss, \$100,000.00 per occurrence; and workers' compensation with limits required by law, unless CARRIER has executed the Certification of Election - Workers' Compensation attached as Exhibit A. Cargo coverage shall be All Risk Broad Form Motor Truck Cargo Legal Liability coverage and shall cover such risks for the type of freight CARRIER transports under this Agreement. The cargo policy shall have no exclusions or restrictions of any type that would foreseeably preclude coverage relating to cargo claims, including, but not limited to, exclusions for unattended or unattached trailers, theft, any commodities transported under this Agreement, or refrigeration breakdown or lack of refrigeration fuel. If the commodity being transported is refrigerated, refrigeration breakdown coverage shall be provided, and CARRIER shall comply with the servicing requirements set forth in its insurance policy or endorsement. If the commodity is transported on a flatbed or similar open conveyance, the policy shall have no exclusion for wetness, rust, corrosion, or moisture. All coverage shall be written with insurers rated A- or better by AM Best Company. CARRIER's auto liability policy shall include an MCS-90 endorsement, and all required filings shall be made with the applicable federal and state agencies. CARRIER's policies shall provide BROKER at least thirty (30) days' advance written notice of cancellation, non-renewal, or material change in coverage, and CARRIER shall cause BROKER to be named as a certificate holder for that purpose. Except for the higher coverage limits which may be specified above, the insurance policies shall comply with the minimum requirements of the Federal Motor Carrier Safety Administration and any other applicable state regulatory agency, and shall apply to and provide coverage for any vehicle utilized to transport freight pursuant to this Agreement. Nothing in this Agreement shall be construed to avoid or limit CARRIER's liability due to any policy limits, exclusion, or deductible in any insurance policy, or non-coverage under an insurance policy. CARRIER hereby agrees that BROKER and/or BROKER's insurance provider may make claim and/or discuss CARRIER's insurance coverage with CARRIER's insurance provider, agent, and/or insurance company. Except to the extent (if any) that the same may affect, prejudice, or void coverage under the applicable insurance policy, CARRIER hereby gives permission to CARRIER's insurance provider to disclose and discuss CARRIER's insurance coverage with BROKER and/or BROKER's insurance provider, and gives permission for CARRIER's insurance provider to provide a copy of CARRIER's insurance policy(ies), together with all declaration pages, endorsements, schedules, applications, and/or other documents pertaining to such policy(ies), to BROKER and/or BROKER's insurance provider. This permission includes, but is not limited to, the release of verbal and written information pertaining to any claim that arises from transportation that

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occurs under this Agreement, including, but not limited to, letters or other correspondence pertaining to any denial of coverage or reservation of rights to deny coverage.

- E. ASSIGNMENT OF RIGHTS: CARRIER automatically assigns to BROKER all its rights to collect freight charges from the Shipper or any responsible third party upon receipt of payment of its freight charges from BROKER.
- F. PAYROLL TAXES: CARRIER assumes full responsibility and liability for payment of the following items: all applicable federal, state, and local payroll taxes, taxes for unemployment insurance, old age pensions, workers' compensation, and social security, with respect to persons engaged in the performance of its transportation services hereunder. BROKER shall not be liable for any of the payroll-related tax obligations specified above, and CARRIER shall indemnify, defend, and hold BROKER harmless from any claim or liability (including, but not limited to, reasonable attorney fees) imposed or asserted against BROKER for any such obligations.

4. MISCELLANEOUS:

- A. INDEPENDENT CONTRACTOR: The relationship of the Parties to each other shall at all times be that of independent contractors. None of the terms of this Agreement, or any act or omission of either Party, shall be construed for any purpose to express or imply a joint venture, partnership, principal/agent, fiduciary, or employer/employee relationship between the Parties. Each Party shall provide sole supervision and shall have exclusive control over the actions and operations of its employees and agents used to perform its services hereunder. Neither Party has any right to control, discipline, or direct the performance of any employees or agents of the other Party. Neither Party shall represent to any party that it is anything other than an independent contractor in its relationship to the other Party. The Parties acknowledge and agree that they perform separate functions: BROKER "arranges" for transportation of cargo; CARRIER "transports" cargo on equipment it either owns or leases (pursuant to 49 C.F.R. Part 376).
- B. NON-EXCLUSIVE AGREEMENT: CARRIER and BROKER acknowledge and agree that this Agreement does not bind the Parties to exclusive services to each other. Either Party may enter into similar agreements with other carriers, brokers, or freight forwarders.
- C. WAIVER OF PROVISIONS:
 - (i) Failure of either Party to enforce a breach or waiver of any provision or term of this Agreement shall not be deemed to constitute a waiver of any subsequent failure or breach, and shall not affect or limit the right of either Party to thereafter enforce such a term or provision.
 - (ii) This Agreement is for specified services pursuant to 49 U.S.C. § 14101(b). To the extent that terms and conditions herein are inconsistent with Part B, Subtitle IV, of Title 49 U.S.C. (ICC Termination Act of 1995), the Parties expressly waive any and all rights and remedies they may have under the Act.
- D. DISPUTES: In the event of a dispute arising out of this Agreement, including but not limited to federal or state statutory claims, the Parties' recourse (except as provided below) shall be to arbitration, or to litigation under subparagraphs (i) or (ii) below. Arbitration proceedings shall be conducted under the rules of the following (select one): ____ American Arbitration Association (AAA); ____ Transportation ADR Council, Inc. (ADR); ____ DRC (Fruit and Vegetable Dispute Resolution Corporation) for fresh produce related claims; upon mutual agreement of the Parties, or if no agreement, then at BROKER's sole discretion. Arbitration proceedings shall be started within eighteen (18) months from the date of delivery or scheduled date of delivery of the freight, whichever is later. Upon agreement of the Parties, arbitration proceedings may be conducted outside of the administrative control of the AAA, ADR, or DRC. The decision of the arbitrators shall be binding and final, and the award of the arbitrator may be entered as judgment in any court of

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competent jurisdiction. The rationale and reasoning of the decision of the arbitrator(s) shall be fully explained in a written opinion, including findings of fact and conclusions of law. The prevailing Party shall be entitled to recovery of costs, expenses, and reasonable attorney fees, as well as those incurred in any action for injunctive relief or in the event further legal action is taken to enforce the award of the arbitrators. Arbitration proceedings shall be conducted at the office of the AAA, ADR, or DRC, or at such other place as mutually agreed upon in writing, or by conference call or video conference upon agreement of the Parties, or, if there is no agreement, then at the selection of BROKER or as directed by the acting arbitration association. Provided, however, either Party may apply to a court of competent jurisdiction for injunctive relief. Unless preempted or controlled by federal transportation law and regulations, the laws of the State of Wisconsin shall be controlling notwithstanding applicable conflicts of laws rules. The arbitration provisions of this paragraph shall not apply to enforcement of the award of arbitration.

- (i) (BROKER INITIAL ____; CARRIER INITIAL ____) Subject to the time limitation set forth in Paragraph 4.D above, for disputes where the amount in controversy exceeds \$_____, BROKER shall have the right, but not the obligation, to select litigation in order to resolve any disputes arising hereunder. In the event of litigation, the prevailing Party shall be entitled to recover costs, expenses, and reasonable attorney fees, including but not limited to any incurred on appeal.
- (ii) (BROKER INITIAL ____; CARRIER INITIAL ____) Subject to the time limitation set forth in Paragraph 4.D above, for disputes where the amount in controversy does not exceed \$_____, BROKER shall have the right, but not the obligation, to select litigation in small claims court in order to resolve any disputes arising hereunder. The prevailing Party shall be entitled to recover costs, expenses, and reasonable attorney fees, including but not limited to any incurred on appeal.
- (iii) If subparagraph (i) and/or (ii) above is adopted, venue, controlling law, and jurisdiction in any legal proceedings under subparagraphs (i) or (ii) shall be in the State of Wisconsin.
- (iv) If no remedy under subparagraph (i) or (ii) is selected, all disputes shall be subject to the arbitration terms set forth in Paragraph 4.D above. If no arbitration association is selected, then the default association shall be the Transportation ADR Council, Inc. (ADR), and the applicable state law shall be that of the home office of BROKER.

E. NO BACK SOLICITATION:

- (i) Unless otherwise agreed in writing, CARRIER shall not knowingly solicit freight shipments (or accept shipments), during the term of this Agreement and for a period of twelve (12) months following termination of this Agreement for any reason, from any shipper, consignor, consignee, or other customer of BROKER, when such shipments of shipper customers were first tendered to CARRIER by BROKER.
- (ii) In the event of breach of this provision, BROKER shall be entitled, for a period of twelve (12) months following delivery of the last shipment transported by CARRIER under this Agreement, to a commission of twenty percent (20%) of the gross transportation revenue (as evidenced by freight bills) received by CARRIER for the transportation of said freight, as liquidated damages. Additionally, BROKER may seek injunctive relief and, in the event it is successful, CARRIER shall be liable for all costs and expenses incurred by BROKER, including, but not limited to, reasonable attorney fees.

F. CONFIDENTIALITY:

- (i) In addition to Confidential Information protected by law, statutory or otherwise, the Parties agree that all of their financial information and that of their customers, including but not

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limited to freight and brokerage rates, amounts received for brokerage services, amounts of freight charges collected, freight volume requirements, as well as personal customer information and customer shipping or other logistics requirements shared or learned between the Parties and their customers, shall be treated as confidential, and shall not be disclosed or used for any reason, other than as necessary to perform this Agreement, without prior written consent.

- (ii) In the event of violation of this Confidentiality paragraph, the Parties agree that the remedy at law, including monetary damages, may be inadequate, and that the Parties shall be entitled, in addition to any other remedy they may have, to an injunction restraining the violating Party from further violation of this Agreement, without the need of posting a bond in connection with such injunctive relief, in which case the non-prevailing Party shall be liable for all costs and expenses incurred, including but not limited to reasonable attorney fees.
- G. FOREIGN LAW: The limitations of liability for cargo loss and damage, as well as other liabilities arising out of the transportation of shipments which originate outside the United States of America, may be subject to the laws of the country of origination.
- H. MODIFICATION OF AGREEMENT: This Agreement and any exhibits attached hereto may not be amended except by mutual written agreement or the procedures set forth in Paragraphs 2.B and 2.C above.
 - (i) Should CARRIER modify any provision of this Agreement, whether in handwritten form, modified text, or otherwise, such amendment shall not be effective unless BROKER has initialed such change in close proximity thereto evidencing BROKER's specific acceptance of such modification.
 - (ii) Additionally, the provisions of this Agreement shall be deemed to supersede and shall prevail over any conflicting terms set forth in any load confirmation, rate confirmation, dispatch sheet, or other document pertaining to this Agreement, whether any such document was signed prior to, contemporaneously with, or subsequent to execution of this Agreement.
- I. NOTICES:
 - (i) All notices provided or required by this Agreement shall be made in writing and delivered, return receipt requested, postage prepaid, to the addresses shown herein; or by confirmed (electronically acknowledged) text, fax, or email with electronic receipt.
 - (ii) The Parties shall promptly notify each other of any claim that is asserted against either of them by anyone arising out of the Parties' performance of this Agreement.
 - (iii) Notices sent as required hereunder to the addresses shown in this Agreement shall be deemed sent to the correct address unless the Parties are notified in writing of any changes in address.
- J. CONTRACT TERM: The term of this Agreement shall be one (1) year from the date hereof, and thereafter it shall automatically renew for successive one (1) year periods, unless terminated upon thirty (30) days' prior written notice, with or without cause, by either Party at any time, including during the initial term. In the event of termination of this Agreement for any reason, the Parties shall be obligated to complete performance of any work in progress in accordance with the terms of this Agreement.
- K. SEVERABILITY; SURVIVAL: In the event any of the terms of this Agreement are determined to be invalid or unenforceable, no other terms shall be affected, and the unaffected terms shall remain valid and enforceable as written. The representations, rights, and obligations of the Parties hereunder shall survive termination of this Agreement for any reason.

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- L. **COUNTERPARTS:** This Agreement may be executed in any number of counterparts, each of which shall be deemed a duplicate original hereof. Signatures delivered electronically or by PDF shall be deemed original signatures.
- M. **EMAIL CONSENT:** The Parties to this Agreement are authorized to email each other, at the email addresses shown herein (or as otherwise modified in writing from time to time), shipment availabilities, equipment and rate promotions, or any advertisements of new services.
- N. **FORCE MAJEURE:** In the event that either Party is prevented from performing its obligations under this Agreement because of an occurrence beyond its control and arising without its fault or negligence, including without limitation war, riots, rebellion, acts of God, acts of lawful authorities, fire, strikes, pandemics, lockouts, or other labor disputes, such failures to perform (except for any payments due hereunder) shall be excused for the duration of such occurrence. Economic hardships, including, but not limited to, recession and economic depression, shall not constitute Force Majeure events.
- O. **ENTIRE AGREEMENT:** Unless otherwise agreed in writing, this Agreement contains the entire understanding of the Parties and supersedes all verbal or written prior agreements, arrangements, and understandings of the Parties relating to the subject matter stated herein, whether any such document was signed prior to, contemporaneously with, or subsequent to execution of this Agreement. The Parties further intend that this Agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence may be introduced to reform this Agreement in any judicial or arbitration proceeding involving this Agreement.

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the date first written above.

BROKER: DIAMOND COORDINATORS INC.

CARRIER: _____



Authorized Signature

Authorized Signature

Nicholas P. Crawley

Printed Name

Printed Name

President

Title

Title

Date

Date

PO Box 5, Butler, WI 53007

Company Address

Company Address

414-321-8292

Phone / Fax

Phone / Fax

Nick@ShipDCI.com

Email

Email

Initials: _____ (BROKER) _____ (CARRIER)

EXHIBIT A
CERTIFICATION OF ELECTION - WORKERS' COMPENSATION

This Exhibit is required only for a CARRIER claiming an exemption from carrying workers' compensation insurance under Paragraph 3.D of the Broker-Carrier Agreement.

CERTIFICATION

The CARRIER named below certifies that it has elected not to cover its owners, partners, or officers under the workers' compensation laws of the State of _____. The CARRIER further certifies that it has no employees and uses no independent contractors. Based upon the election not to cover owners, partners, or officers, the fact that there are no other employees, and that no independent contractors are used, the CARRIER does not carry a workers' compensation insurance policy.

AGREEMENT

In consideration for shipments tendered by Diamond Coordinators Inc. ("BROKER"), the CARRIER agrees that if its owners, partners, or officers change their election, if any employee is hired, or if any independent contractor is used, the CARRIER will furnish BROKER with a certificate of insurance evidencing workers' compensation coverage before performing any further services under the Broker-Carrier Agreement. The CARRIER shall defend, indemnify, and hold BROKER harmless from any claim or liability arising from the CARRIER's failure to maintain workers' compensation coverage required by law.

PERIOD

This certification remains in effect until termination of the Broker-Carrier Agreement.

Carrier Name

MC Number

Printed Name / Title

Signature

Date

Initials: NPC (BROKER) _____ (CARRIER)