



Dear Valued Customer,

Thank you for your interest in Conexus, LLC. We are a non-asset based third party logistics company that provides complete logistics and transportation services throughout the United States, Canada and Mexico.

Our current service portfolio includes truckload services (van and flatbed), over-dimensional, heavy haul, specialized, LTL (van and flatbed), intermodal, expedited ground and air, as well as warehousing, inventory and distribution services. We maintain strong working relationships with an extensive network of reliable carriers throughout North America. These carriers are required to go through an extensive vetting process prior to handling their first load. Our customers can expect professional and personal handling of their cargo throughout the entire shipment process.

Our focus is on understanding your shipment needs and creating customized transportation solutions that exceed your expectations. In order to better serve you, our professional staff will work with you from the beginning of your shipment until it is delivered. Our customers can expect personalized and proactive service 24 hours a day, 7 days a week. Bilingual sales and customer support are also available for your convenience.

We look forward to handling your transportation needs in the future.

Sincerely,

Patrick Brown

General Manager



CONFIDENTIAL CREDIT AGREEMENT

808 N. 161st E. Ave | Suite 100 | Tulsa, Oklahoma 74116 | Phone: (800) 545-6617

Terms and Conditions:

On behalf of the company, I hereby grant permission to the below referenced bank and credit references to release pertinent information regarding our accounts to Conexus, LLC. The company named below attests to the financial responsibility, ability, and willingness to pay all transportation and other tariff charges within **30 days** of invoice date.

Business Information

Estimated Credit Limit Needed? _____
Legal Business Name: _____
Subsidiary of/Division of: _____
Address: _____
Billing Address (if different from above):

Parent or Home Office Address: _____
Phone: _____ Fax: _____

Sole Proprietorship: _____ Partnership: _____
Corporation: Private _____ Public _____ Other _____
Annual Revenue: _____ No. of employees: _____
Type of Business: _____
Date Established: _____
Financial Officer/Controller: _____
Accounts Payable Contact: _____
Accounts Payable E-mail: _____
Federal ID #: _____
Preferred Method of Receiving Bills:
Fax _____ Mail _____ Email _____

Current Financial Information: Financial Statements will be of great assistance to us in establishing a credit limit to you. Conexus request for a copy of your most recent financial statement is hereby: Complied with _____ Refused _____

Service & Transportation Provider References: (Please include three service and transportation provider references.)

- 1. Name: _____ Phone: _____ Contact Email: _____
Address: _____
- 2. Name: _____ Phone: _____ Contact Email: _____
Address: _____
- 3. Name: _____ Phone: _____ Contact Email: _____
Address: _____

Transportation Organizations Only:

Your company is a: Motor Carrier _____ Broker _____ Other _____
MC # _____ Surety Bond Holder _____ Bond # _____

Banking Information:

Bank Name: _____ Phone: _____
Address: _____
Bank Officer: _____ Account #: _____

By signing, I verify that I have read and agree to the above Terms & Conditions.

Print name Signature Title Date
***Please send billing specifications to accounting@conexuslogistics.com in order for payments to be processed. ***



PAYMENT OPTIONS

As stated on our credit application, payment is due 30 days from your invoice date.

For your convenience, we offer the following payment options:

- Wire Transfer (see next page for instructions)
- Company Check
- Money Order/Cashier's Check
- Visa/MasterCard – there is a 3% charge to pay via credit card

WIRE INSTRUCTIONS

Wire to: Conexus

Routing Number: 103003632
Account Number: 0551092700
Swift Code: BFOKUS44
Bank: BancFirst
Tulsa, OK

Bank Address:

BancFirst
7625 E. 51st Street
Tulsa, OK 74145
(918) 664-3433

Contacts at Conexus:

Brandon Norris
Credit & Collections Supervisor
Phone: 918-200.0185
Fax: 918-200-0185
norris@conexuslogistics.com

or

Elisa Thompson
Accounting Analyst
Phone: 918-200.0173
Fax: 918-200-0173
ethompson@conexuslogistics.com

or

Accounting Department
accounting@conexuslogistics.com



GENERAL INFORMATION

Established: 2003

SCAC: CXSD

Federal ID Number: 81-0596530

Surety Bond: HNI Risk Services

Motor Carrier Number: 339544

Website: www.conexuslogistics.com

Tulsa Corporate Office

Address: 808 N. 161st E. Avenue, Suite 100
Tulsa, OK 74116

Phone: 918.234.4414 or 800.545.6617

Hours: Monday – Friday: 8:00am to 5:00pm CST
24/7 on call availability

Contact

Email Address

Phone

Patrick Brown

General Manager

patrick.brown@conexuslogistics.com

815-236-7526

Preston Yost

Operations Manager

preston.yost@conexuslogistics.com

918.200.0180

Receivables & Payables:

Brandon Norris

Administrative Services Manager

norris@conexuslogistics.com

918.200.0185

Elisa Thompson

Accounts Receivable

ethompson@conexuslogistics.com

918.200.0173

Tyler Brown

Accounts Payable

brown@conexuslogistics.com

918.200.0188

Sarah Breeding

Accounts Payable

sarah.breeding@conexuslogistics.com



Laredo Office

Address: 8219 San Lorenzo Drive
Laredo, TX 78045

Phone: 956.717.0922

Hours: Monday – Friday: 8:00am to 5:00pm CST
24/7 on call availability

Contact

Email Address

Phone

Alex Chavero

Sales Manager

alex.chavero@conexuslogistics.com

956.229.6965

Jerry Saldivar

Operations Manager

jerry.saldivar@conexuslogistics.com

956.229.6947

Queretaro Office

Address: Paseo de la Republica 135/60 3er.Piso
Industrial Benito Juarez
Queretaro, QA 76120

Phone: 442.572.0324

Hours: Monday – Friday: 8:30am to 5:30pm CST

Contact

Email Address

Phone

Alex Verdin

Sales Manager

alex.verdin@conexuslogistics.com

442.665.1404



Credit Information

Remittance Address:

Conexus, LLC

P.O. Box 268984

Oklahoma City, OK 73126

Bank Reference:

BancFirst

7625 E. 51st Street

Tulsa, OK 74145

918.664.3433

Trade References

M & M Carriers LLC

987 Tiara Trail

Laredo, TX 78040

(713) 921-7700

Prime Source

932 Atlantic Ave Apt F

Hoffman Estates, IL 60169

(630) 237-4179

Bricker Transport LLC

23457 Mines Rd.

Laredo, TX 78045

(956) 723-4393

Open Range

23389 State Highway 39

Aurora, MO 65605

(417) 689-0562

Tri-Alexander

1801 N 20th St

Muskogee, OK 74467

(918) 683-3600

Affiliated Organizations

Member – Transportation Intermediaries Association (TIA)

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Conexus, LLC.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ **S**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
808 North 161st East Avenue

6 City, state, and ZIP code
Tulsa, OK 74116

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-				
--	--	--	---	--	--	--	--

OR

Employer identification number

8	1	-	0	5	9	6	5	3	0
---	---	---	---	---	---	---	---	---	---

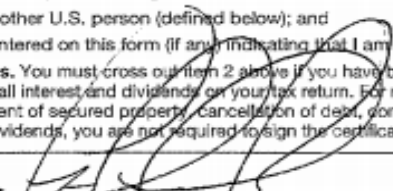
Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶ 

Date ▶ **1-28-20**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



CERTIFICATE OF LIABILITY INSURANCE

10/1/2020 DATE (MM/DD/YYYY) 9/20/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LOCKTON COMPANIES 444 W. 47TH STREET, SUITE 900 KANSAS CITY MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : ACE American Insurance Company	NAIC # 22667
	INSURER B : TT Club Mutual Insurance Limited	84975
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

INSURED CONEXUS, LLC
1453727 808 N. 161 EAST AVENUE
TULSA OK 74116

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			XSL G71449889	10/1/2019	10/1/2020	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 1,000,000
							PRODUCTS - COM/PROP AGG	\$ 1,000,000
								\$
	GEN'L AGGREGATE LIMIT APPLIES PER:							
		<input type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC				
	OTHER:							
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> Brokers Liability <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			887352019001	10/1/2019	10/1/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$ XXXXXXXX
							BODILY INJURY (Per accident)	\$ XXXXXXXX
							PROPERTY DAMAGE (Per accident)	\$ XXXXXXXX
								\$ XXXXXXXX
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			XSL G71449889	10/1/2019	10/1/2020	EACH OCCURRENCE	\$ 3,000,000
							AGGREGATE	\$ XXXXXXXX
								\$ XXXXXXXX
	DED		RETENTION \$					
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in WA) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCU C66045237 (OK) WLR C66045195 (AOS)	10/1/2019 10/1/2019	10/1/2020 10/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
B	CONTINGENT CARGO			88735 2019 001	10/1/2019	10/1/2020	LIMIT: \$100,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p style="text-align: center;"><i>[Signature]</i></p>

The ACORD name and logo are registered marks of ACORD



CONEXUS TRANSPORTATION AGREEMENT

FOR VALUE RECEIVED, THIS AGREEMENT, effective as of _____, 20__ (the "Effective Date"), is made by and between _____, having an office at _____, together with any of its subsidiaries and affiliated companies identified in the exhibits hereto (collectively "Customer"), and CONEXUS, LLC, with an office at 808 N. 161st East Avenue, Tulsa, Oklahoma 74116. The term "Agreement" as used herein includes all schedules and exhibits currently attached or subsequently added, supplemented or revised by written mutual agreement.

1. SERVICES, EXCLUSIVITY AND WARRANTY.

(a) CONEXUS, LLC will arrange transportation of Customer's shipments set forth in the attached rate schedules or pursuant to individual rate agreements for specific loads ("Scheduled Traffic") from pickup to the place of destination via authorized motor carriers, and will provide cargo claim assistance, shipment tracking and other logistics services set forth in the attached schedules, all in accordance with this Agreement. All Scheduled Traffic and any other Customer shipments handled by CONEXUS, LLC while this Agreement is in effect will be considered contract (not common) carriage, subject to and governed by the terms of this Agreement, and any legal rights or remedies contrary to this Agreement's provisions are hereby waived to the extent permitted by applicable law.

(b) Customer warrants that it is or will be the owner of the shipments tendered hereunder and/or that it otherwise is fully authorized to agree to all terms herein with respect to said shipments; that the person signing on Customer's behalf is fully authorized to do so and to bind Customer hereto; and that this Agreement's terms shall be binding upon Customer's successors and assigns and all consignees, customers, subrogees or other persons claiming any interest in said shipments.

2. **SHIPMENT DOCUMENTATION.** A shipping receipt, bill of lading or comparable documentation in a generally accepted form will be issued for each shipment, but the absence or loss of such shipping documentation, in and of itself, shall not relieve either party of its obligations or responsibilities hereunder with respect to any shipment. If and to the extent that standard-form bills of lading, etc., are employed by the parties as shipping documentation, such forms' pre-printed or other terms, conditions or provisions shall have no effect nor application to the parties' shipments to the extent they contradict or otherwise conflict with this Agreement.

3. RATES, CHARGES AND FREIGHT PAYMENTS.

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(a) Rates, charges and other terms and conditions of service shall be as specified in attached Rate Schedules, which may be supplemented or revised at any time by written mutual agreement. CONEXUS, LLC also may adjust its transportation rates and charges as necessary to compensate for increases in carrier rates or other transportation costs, upon thirty (30) days prior written notice to Customer or in accordance with any fuel surcharge or similar schedule attached to this Agreement.

(b) CONEXUS LLC freight bills shall be paid by Customer within fifteen (15) days after receipt by Customer. Customer agrees to pay collection costs, including reasonable attorneys' fees, and interest at the highest legal rate on past due accounts. Customer shall pay CONEXUS shipment invoice within the time frame aforementioned and shall notify CONEXUS immediately in the event of any discrepancy. Customer acknowledges that invoices for shipments shall be treated separately from any and all claims. Customer shall not offset any invoice for shipment due to any outstanding claim. Upon Customer request, CONEXUS LLC may provide confirmation that the carrier has been paid.

Initial_____ Initial_____



(c) CONEXUS LLC requests that all Carriers deliver shipments tendered in a timely fashion. CONEXUS LLC acknowledges that such delivery is essential in meeting the Customer’s needs and obligations. However, CONEXUS LLC will not bear the costs of delivery failure or untimely delivery by a Carrier. Carrier, not CONEXUS LLC, is responsible for any and all charges (i.e, crane charges) necessitated by Carrier’s failure to timely deliver any and all shipments.

4. **CONEXUS, LLC COMMITMENTS/OBLIGATIONS.** CONEXUS, LLC will comply with this Agreement and all laws and regulations applicable to CONEXUS, LLC relating to Customer's freight and shipments; and will perform its obligations as an independent contractor and not as the agent or employee of Customer. CONEXUS, LLC will arrange transportation of Customer's shipments via motor carriers who have submitted proof of authority and insurance, and whom have agreed to comply with applicable laws; deliver shipments promptly and efficiently; employ competent, able and legally licensed personnel; maintain their equipment in good repair and condition; perform their transportation services in a careful and business-like manner; and maintain such insurance coverages, if any, legally required of such carriers. Other logistics services to be performed by CONEXUS, LLC, and the terms and scope thereof and compensation therefor, may be set out in additional schedules to be attached hereto. However, the agreement to perform any additional services, or to forward along any additional special requests or instructions, shall in no way change the agreed contracted relationship of CONEXUS, LLC as an independent contractor and transportation broker or require any added supervisory responsibilities or liabilities for the carrier or other contractor’s performance of such transportation related services.

5. **CARGO LIABILITY AND INSURANCE.**

(a) CONEXUS, LLC will maintain during the term of this agreement, the following forms and amounts of insurance: (1) Broker Liability Insurance in the amount of Two Million (\$2,000,000.00); Workers’ Compensation Coverage; and Contingent Cargo Liability Coverage in the amount of One Hundred Thousand (\$100,000.00). Limits of coverage may be satisfied by the use of excess or umbrella policies. CONEXUS, LLC can furnish Customer evidence of said coverage. Nothing contained herein shall in any way be construed as an acceptance by CONEXUS, LLC, or the imposition upon CONEXUS, LLC, of any liability of any kind with respect to shipment(s) tendered by Customer to CONEXUS, LLC pursuant to this agreement.

(b) CONEXUS, LLC shall not be liable for the acts or omissions of customs officials, customs brokers, loaders, unloaders, lumpers or other third parties who may be involved in the loading or handling of cargo at pickup, delivery, including pickup and/or delivery at or near the USA-Mexican border; nor for incidental, consequential or other special damages of any type. Further, CONEXUS, LLC shall not be liable under any circumstances for losses or claims occurring or arising outside the U.S.A. and/or Canada. Customer shall notify CONEXUS, LLC in writing within twenty-four (24) hours of discovery of any freight and/or cargo claim and shall clearly note such claim on the bill of lading or other shipping document. Procedurally, all freight and cargo claims shall be handled in accordance with the freight and cargo claim procedures of the Uniform Straight Bill of Lading and the federal freight claim regulations (currently 49 CFR 370 *et seq.*) in effect on the date of the Agreement and shall be governed by the time limitations thereunder. Customer further agrees that CONEXUS, LLC shall not be liable for, and Customer shall hold CONEXUS, LLC harmless from, cargo damage claims other than as set forth herein.

(c) Customer acknowledges and understands that cargo liability (loss, damage, delay, etc.) for shipments under this Agreement will be affected and may be substantially limited by application of various countries’ laws, treaties, conventions, etc. Customer specifically understands that cargo liability under Mexican law may be severely limited unless Customer arranges to purchase its own cargo insurance. At Customer’s request, CONEXUS, LLC may assist Customer in attempting to obtain cargo insurance for Mexico shipments, but only under and pursuant to a specific written agreement to do so, signed by CONEXUS, LLC’s Director or Vice President and specifically stating the scope of CONEXUS, LLC’s

Initial_____ Initial_____



duties, obligations and compensation in such regard. Absent such written agreement, Customer assumes full responsibility and risk for assessing its own cargo liability needs and situation, purchasing any cargo insurance it may desire, and/or taking whatever actions Customer deems appropriate to satisfy and protect itself regarding cargo liability for all shipments hereunder.

(d) CONEXUS, LLC will use for Customer’s shipments hereunder only those Mexican, USA and Canadian motor carriers who agree to maintain at least the minimum insurance coverages, if any, required by the respective laws and jurisdictions under which such carriers operate, and CONEXUS, LLC shall reasonably assist and fully cooperate with Customer in connection with cargo claims made by Customer against such a carrier. Customer is responsible for adequately insuring Mexico shipments pursuant to Section 5(b) herein.

(e) SHIPPER is responsible for selecting and utilizing adequate packaging and desiccant material to ensure that the product is protected against condensation or atmospheric humidity accumulation, loss or staining during the course of transportation. Packaging shall be sufficient to withstand the normal wear and tear of the transportation, tarping and untarping processes, and the CARRIER nor CONEXUS, LLC shall be responsible for any condensation loss. This is in consideration that all packaging and desiccant materials are of the Shipper’s choice.

6. **INDEMNITY**. Customer shall indemnify and hold CONEXUS, LLC, its officers, employees, agents, insurers, and affiliated corporations, harmless to the fullest extent of the law, from any and all losses, damages, expenses (including attorney fees), claims, suits, and liabilities arising out of its own negligence under this agreement. CONEXUS, LLC shall likewise defend and indemnify and hold Customer, its officers, employees, agents, insurers, and affiliated corporations, harmless to the fullest extent permitted by law, from any and all losses, damages, expenses (including attorney fees), claims, suits, and liabilities arising out of its own negligence under this agreement.

7. **FORCE MAJEURE**. Neither Customer nor CONEXUS, LLC shall be liable for damages for any transportation delay or failure, nor any delay or failure to perform any of this Agreement’s terms and provisions, arising from causes beyond its control, including but not limited to acts of God or public enemies, acts of civil or military authority, labor disputes, fires, riots, wars or conditions of war, embargoes, accidents, epidemics, floods or other unusually severe weather, closing or obstruction of highways, bridges or ferries, or shortage of raw materials or power, any of which have a material, substantial and adverse effect on either party’s ability to perform pursuant to the terms of this Agreement.

8. **MISCELLANEOUS**.

(a) This Agreement shall continue for one (1) year from the Effective Date above and shall automatically renew thereafter from year to year unless and until terminated. Either party may terminate this Agreement at any time, with or without cause, upon at least thirty (30) days prior written notice to the other party.

(b) This Agreement, all matters arising out of or relating hereto, and all aspects of the parties’ current or future transportation transactions or relationships shall be governed by Oklahoma law without regard to Oklahoma’s conflicts of law provisions, and for value received, Customer irrevocably consents and agrees to submit any and all such matters, claims and disputes at CONEXUS, LLC’s request to the exclusive jurisdiction of the District Court of Tulsa County, Oklahoma, and waives any jurisdictional or venue objections to said court and any removal or transfer rights therefrom.

Initial_____ Initial_____

(c) No modification of this Agreement and no waiver of its terms or provisions shall be effective unless and until made in writing and signed by both parties. Unless specifically agreed otherwise in writing, all contract modifications or



changes will be effective only prospectively, not retroactively. This Agreement may not be assigned, in whole or in part, by either party without the written consent of the other.

(d) Until terminated or modified as provided herein, this Agreement shall govern and apply to all transportation related dealings between Customer and CONEXUS, LLC, and the terms hereof shall override and replace any contrary or inconsistent terms or provisions of any current or future documentation by or between the parties, even if such documentation is signed by either or both parties hereto, unless both parties' Presidents sign a written statement expressly referring to this Agreement and expressly agreeing that such other terms supersede this Agreement's terms.

(e) Unless otherwise agreed in writing or clearly indicated by the context, all monetary references in this Agreement and schedules should be in U.S. currency.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives' signatures the day and year first above written.

CUSTOMER

By: _____

Title: _____

Date: _____

CONEXUS, LLC

By: _____

Title: _____

Date: _____

Initial_____ Initial_____