



CONEXUS TRANSPORTATION AGREEMENT

FOR VALUE RECEIVED, THIS AGREEMENT, effective as of _____, 2014 (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.

(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

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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.

(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.

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(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 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.

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.

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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.

(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.

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CUSTOMER

CONEXUS, LLC

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

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