

TERMS AND CONDITIONS FOR BROKER SERVICES (BUSINESS SHIPPERS)

These Terms and Conditions for Freight Broker Services ("Terms") are the only terms that govern the Services, defined below, provided by Montway LLC ("Broker") to any other party, including, but not limited to, any shipper, consignor, consignee, broker, forwarder, or any other entity claiming an interest in goods for which Services are rendered or otherwise engaging Broker to provide Services (each a "Shipper"). Shipper and Broker may be referred to herein individually as a "Party" and collectively as the "Parties".

Broker operates as a broker of property registered with the Federal Motor Carrier Safety Administration ("FMCSA") in Docket Number MC00611862, and, acting as such, arranges with third party motor carriers of property (each a "Motor Carrier") for the transportation of freight tendered by Broker's customers.

Shipper desires to engage Broker to arrange for the transportation of Shipper's property, goods or motor vehicles, by Motor Carriers operating under their own FMCSA authority as motor carriers.

By requesting or receiving Services from Broker, Shipper accepts these Terms, and in doing so the representative purporting to engage Broker on behalf of Shipper represents and warrants to Broker that he or she has the legal right, authority, and capacity to enter into these Terms on behalf of Shipper and to bind Shipper to the terms and conditions set forth herein. These Terms prevail over any terms and conditions of any invoice, billing statement, confirmation, receipt, bill of lading, contract, or any other document relating to any Services provided by Broker, regardless of whether or when Shipper has submitted its request for proposal, order, or such terms. Provision of Services to Shipper does not constitute acceptance of any of Shipper's terms and conditions and does not serve to modify or amend these Terms. Broker's provision of Services to Shipper is conditioned on Shipper's acceptance without modification of these Terms, and Shipper's engagement of Broker to provide Services constitutes Shipper's agreement to all these Terms. Broker reserves the right to change these Terms at any time for any reason or no reason, with or without notice. The version of these Terms in effect as of the date that Shipper requests Services for a specific shipment shall be the version applicable to such shipment.

1. SERVICE.

1.1. Broker agrees, as an independent contractor, to arrange motor carrier transportation of Shipper's freight, when accepted by Broker (described throughout these Terms as the "Services"), pursuant to these Terms and in compliance in all material respects with all federal, state and local laws and regulations relating to the Services. Broker shall have exclusive control and direction of Broker's personnel engaged in providing brokerage Services hereunder and assumes full responsibility for their acts and omissions. The Parties recognize and agree that Broker is not a motor carrier, never takes possession of Shipper's freight, does not maintain any control over the means and manner of delivery, and shall not itself perform the actual physical transportation of Shipper's freight as a motor carrier.

1.2. Under no circumstances is Broker to be deemed a motor carrier. In the event Broker is identified as a motor carrier on any document, such designation shall be only for the convenience of Shipper or shall be deemed a mistake but in no event shall the designation have any legal impact or authority to change Broker's status as a broker.

1.3. Broker shall arrange for the transportation of Shipper's shipments with Motor Carriers of property that are currently and properly registered with the FMCSA and such State authorities having jurisdiction over their operations.

2. ORDER TRANSMISSION.

2.1. Shipper may place an order for requested Services (an "Order") hereunder, from time to time, either electronically via API Integration or in writing by electronic transmission.

3. Compensation.

3.1. For Services provided under these Terms, Shipper shall pay Broker the agreed upon freight rates and shall reimburse Broker for the agreed upon surcharges. The freight rate may be agreed via a quote issued by Broker, or an agreed rate schedule, or Broker may provide Shipper with "spot rates" applicable to a specific shipment or series of shipments, which "spot rates" shall be immediately mutually confirmed in writing, or by email. Broker's invoice shall cover Broker's commission and all rates and charges of the Motor Carrier. In addition to applicable rates, Shipper will be liable for any charges for accessorial services rendered by Broker or the Motor Carrier that were not anticipated at the time the rates were quoted to Shipper.

3.2. For all rates and surcharges referenced above, Shipper agrees to pay or cause to be paid each invoice in full and without deduction or offset within 15 days of receipt of invoice, unless Shipper in good faith disputes the invoice (in whole or in part), in which case Shipper may withhold payment of the disputed amount. In such case, the Parties shall promptly confer to resolve the dispute and no interest or late payment fee shall apply to the amount withheld by Shipper. However, if it is determined by a court that Shipper wrongfully withheld payment of invoice, interest shall accrue from the due date of the invoice through the date of payment in the amount of 1.5% per month.

4. **FREIGHT OPERATIONS.** Broker agrees that it shall have a dispatch agreement with each Motor Carrier that Broker utilizes to transport freight tendered by Shipper and shall include provisions materially similar to the following:

4.1. The Motor Carriers shall provide (a) proof of valid FMCSA operating authority, (b) certificates of insurance evidencing the coverage required below, and (c) proof that it does not have an "Unsatisfactory" safety rating as determined by the FMCSA. Further, the Motor Carriers shall agree that at no time during the term of its contract with Broker shall it have an "Unsatisfactory" safety rating and shall immediately notify Broker of any change in its safety rating.

4.2. The Motor Carriers shall agree to maintain at all times during the term of its contract, insurance coverage with limits not less than the following:

4.2.1 Motor vehicle liability insurance in an amount not less than \$1 Million combined single limit for personal injury, including without limitation bodily injury and death, and property damage;

4.2.2 Cargo insurance that covers the value of the cargo during loading, transit, and unloading with limits of no less than \$250,000 per occurrence;

4.2.3 Workmen's compensation insurance or occupational accident insurance in the amount required by applicable law. It shall be the duty of the Motor Carriers to ascertain and comply with legal requirements, if any, for workmen's compensation and/or occupational accident insurance.

4.3. The Motor Carriers shall agree to comply with all federal and state laws, regulations, and rules applicable to its operations, including, without limitation, FMCSA regulations.

4.4. The Motor Carriers shall agree that its tariff, service guide, circular or other motor carrier documents shall not apply in any manner to services provided by the Motor Carrier under its contract and shall agree to waive any and all rights to assert any lien, attachment or encumbrance against customer freight.

5. **DRIVE-AWAY SERVICES.** On an individual request basis, Broker may agree to arrange for the provision of drive-away services by licensed Motor Carriers ("Drive-Away Services") but is not obligated under these Terms to agree to such assignment. If Broker accepts the Drive-Away

assignment, Shipper agrees to provide Broker with a transportation order clearly identifying the motor vehicles to be picked up and any other pertinent details necessary for identification of the motor vehicles.

6. RECEIPTS AND BILLS OF LADING. Motor Carrier will provide Shipper with proof of delivery for each Shipper shipment tendered hereunder in the form of a signed bill of lading or electronic proof of delivery and shall ensure that bills of lading and proofs of delivery record the count and condition of freight at pick-up and delivery. The terms and conditions of any freight documentation used by Shipper, Broker or by Motor Carriers selected by Broker may not supplement, alter, or modify these Terms.

7. INSPECTION AND CLAIMS.

7.1. Inspection.

7.1.1 Origin. The Motor Carriers shall complete an origin walk-around visual inspection of the Shipper's property, goods or motor vehicles (herein, "motor vehicle(s)" or "cargo") at the location of pickup of the cargo and shall note any readily observable damage to the cargo, and if required in advance by written notice from the Shipper, the Motor Carriers shall have any such damage verified.

7.1.2 Delivery. At time of delivery, the Shipper's authorized agent at destination shall have the opportunity to conduct an inspection which shall be signed by both the Shipper authorized agent and the

Motor Carriers. If there is a dispute regarding the characterization of any damage, both the Shipper authorized agent and the Motor

Carriers may make notations in writing. The time allotted for the joint inspection shall be no less than 15 minutes per motor vehicle, up to a maximum of one (1) hour per load.

7.1.3 STI Delivery. If the Motor Carriers deliver after designated delivery hours, the motor vehicle(s) will be "Subject To Inspection" (STI) and the Shipper's Authorized Agent will have a reasonable time, not to exceed 2 business days, to complete the inspection and send a Letter of Notification (LON) to the Broker and Motor Carriers. The LON must be in the form of a fax or e-mail that contains the following information:

VIN;

Damage location (panel);

Damage type (dent, scratched etc.);

Extent or size of the damage; and

Photo of damage.

Failure to comply with the above notification requirement shall result in denial of any claim seeking to impose liability on Broker or the Motor Carrier for damage during or arising from transportation.

7.2. Liability Limitation

7.2.1 Pertains to all motor vehicles.

Shipper will be solely liable to ensure that each vehicle tendered for transportation is in safe and operable condition. Shipper will bear any and all costs incurred by Broker and/or the Motor Carrier with respect to any vehicle that is or becomes inoperable during the provision of Services. Shipper will ensure that no personal property is located in any vehicle tendered for transportation other than operators' manuals and registration papers, and in no event will Broker or any Motor Carrier be liable for any actual or alleged loss of (including mysterious disappearance) or damage to any personal property contained in any vehicle tendered for transport. In no event will Broker or any Motor Carrier have any liability arising from or related to: (a) any damage or alleged damage to the interior of any vehicle; (b) any preexisting condition of any vehicle, including but not limited to, any condition noted on the face of the Bill of Lading or other delivery documentation, small scratches, chipped paint, scuffs, abrasions, parking or curb damage, or damage that was not observable during reasonable inspection, including, but not limited to, damage that is not reasonably observable at the time of pick-up due to inclement weather, unclean condition of the vehicle, or vehicles being picked up while it is dark; (c) the mechanical or electrical operation, or lack thereof, of the vehicle, including, but not limited to, function of the engine, transmission, clutch, brakes, suspension and alignment or mechanical malfunction due to freezing temperatures; or (d) any losses directly and/or indirectly caused by leaking fluids, battery acid and/or cooling system antifreeze solution. Broker and Motor Carriers shall not be liable for reimbursement for any consequential or incidental damage that may arise from any of the events set forth in this paragraph.

7.2.2 Pertains to remarketed motor vehicles.

Motor Vehicle Preparation: The Shipper shall prepare the motor vehicle for transportation by removing and/or properly securing all batteries, loose parts, fragile or protruding accessories, luggage rack assemblies, cross members not factory installed, after-market hood scoops, shields or bra covers, low hanging spoilers, antennas, and any other similar non-factory options and installations. The Shipper shall disarm any alarm systems and provide Motor Carriers any tools and/or keys necessary to disarm the alarm system if necessary.

No Broker/Motor Carrier Liability: Broker and Motor Carriers shall not be liable for any damages and/or losses associated with Shipper's failure to prepare the motor vehicle(s) in accordance with the foregoing paragraph. Likewise, Shipper expressly warrants, represents and agrees to waive any other claims against Broker and Motor Carriers and their respective agents, servants, and/or employees for minor damages and/or losses such as scratches, chips, and/or dents directly and/or indirectly associated with normal road conditions, wear and/or tear; damages and/or frame alignment, tire damage, suspension damage, convertible top damage and/or glass damage to the motor vehicle(s), including without limitation severity 1 & 2 non-impact damages to the motor vehicles' panels and severity 1 chips and/or scratches to all glass.

7.3. Claims Filing Process.

7.3.1 Broker shall assist Shipper in the filing and/or processing of claims with the Motor Carriers. To this end Shipper shall provide Broker with an invoice and supporting documentation for each VIN for which it intends to file a cargo claim. The Broker shall forward the claim packet to the Motor Carriers and in the event Motor Carriers fail to pay any validly filed and supported cargo claims, Broker will make reasonable efforts to cause the claim to be paid within sixty (60) days of receiving a completed claims package as part of the Services offered to Shipper under these Terms. Such payment shall in no way be construed as the acceptance by Broker of any responsibilities and liabilities of a motor carrier under these Terms or any federal or state laws and regulations.

7.3.2 Shipper must file claims for cargo loss or damage with Broker within nine (9) months and one day from the date of such loss or damage, which for purposes of these Terms shall be the delivery date or, in the event of non-delivery, the scheduled delivery date. Shipper must file any civil action against Broker in a court of law within two (2) years from the date the Contractor or Broker provides written notice to Shipper that the Motor Carriers disallowed any part of the claim in the notice.

7.3.3 If Broker makes payment to Shipper of a claim, then Shipper shall, in consideration thereof, assign such rights to Broker as reasonably necessary to allow Broker to proceed against the Motor Carriers or other source of loss. Broker shall contact Shipper within a reasonable timeframe after Broker learns of any accident, material delay in delivery, theft, loss, or damage to a motor vehicle.

7.3.4 Upon filing of a freight claim by Shipper, Broker and the Motor Carriers will be afforded a reasonable opportunity to inspect damaged motor vehicles, investigate claims, and respond to Shipper. Neither Broker nor the Motor Carriers shall be held liable to Shipper or other persons, if any,

having rights in the motor vehicles where such loss, damage or destruction is related to a force majeure event (as defined below) or the act or omission of Shipper or any of its subcontractors, employees or agents, or the inherent vice, characteristics or nature of the motor vehicles.

7.3.5 If Broker or the Motor Carriers pay any claim of Shipper, which claim amount includes a deduction for salvage value, then either Broker, the Motor Carriers or Broker's or the Motor Carrier's insurer, whichever paid the claim, shall be entitled to credit for the salvage value whether or not salvage is actually performed. If Broker, the Motor Carriers, or Broker's or the Motor Carrier's insurer pays in full any Shipper claim for a total motor vehicle loss, then Broker, the Motor Carriers, or the paying insurer of either the Broker or the Motor Carriers shall take title to the motor vehicle(s) and/or obtain credit for the salvage value as mutually agreed by Broker and Shipper.

7.3.6 Value for the total loss of any motor vehicle by theft or conversion shall be determined by averaging the clean wholesale values of nationally accepted motor vehicle market guides, plus or minus any adjustments for equipment, mileage and condition.

8. INSURANCE. For the duration of these Terms, Broker will have and maintain, at its expense, the insurance coverage set forth in this Section, and, upon Shipper's request, will provide proof of its contingent cargo, commercial general liability, and umbrella/excess insurance with not less than the following limits:

8.1.	Contingent Motor Truck Cargo:	\$150,000
8.2.	Third Party Liability:	\$1,000,000
8.3.	Contingent Auto Freight Broker Liability:	\$1,000,000
8.4.	Commercial General Liability Insurance:	\$1,000,000

9. LIMITATION OF LIABILITY.

9.1. It is understood and agreed that the Broker is not a motor carrier and that Broker shall not be held liable for any loss or damage to the cargo however caused except to the extent directly and proximately caused by Broker's negligent acts or omissions in the performance of these Terms. Shipper acknowledges that the assigned motor carrier is primarily liable for any cargo damage while cargo was in assigned motor carrier's care, custody and control. The carrier liability and claims process for any cargo damage, loss, or theft from any cause shall be determined under the Carmack Amendment, 49 U.S.C. 14706 and 49 C.F.R.370.1 et seq. respectively.

9.2. Broker and the Motor Carriers will be afforded a reasonable opportunity to inspect damaged cargo, investigate claims, and respond to Shipper. Neither Broker nor the Motor Carriers shall be held liable to Shipper or other persons, if any, having rights in the cargo where such loss, damage or destruction is caused by a force majeure event (as defined below), the act or omission of Shipper or any of Shippers subcontractors, employees or agents, or the inherent vice, characteristics or nature of the cargo.

9.3. In the case of cargo lost, damaged or destroyed due to causes for which either Broker or Motor Carriers are responsible, the Broker shall agree that liability for cargo damage shall be calculated as follows: Shipper shall determine whether damaged cargo can be sold retail, sold wholesale or sold at salvage value. In no event will recovery exceed the lesser of the cost to repair the cargo, or value of the cargo, less its salvage value. For damaged cargo that Shipper determines can be repaired and sold, liability shall be calculated as all direct costs and expenses Shipper incurs to return the cargo to the condition in which it was tendered to Broker, excluding any administrative expenses Shipper incurs pursuing a cargo claim against the Broker.

9.4. Broker shall bear no liability to Shipper unless Shipper's damages are directly caused by the sole gross negligence or willful misconduct of Broker or its employees in its performance of the Services. Shipper agrees that Broker's liability under this Section shall not in any event exceed the lesser of the NADA value of the motor vehicle or \$150,000. Shipper shall notify Broker within sixty (60) days of learning of any claims other than those addressed in Section 7 and shall file any such claims with Broker within one hundred eighty (180) days from the date of initial notice. Any civil action must commence in a court of law within two (2) years from the date on which Shipper provides initial notice to Broker of such a claim.

9.5. UNDER NO CIRCUMSTANCES WILL BROKER OR MOTOR CARRIERS BE LIABLE TO SHIPPER, ANY PERSON CLAIMING BY OR THROUGH SHIPPER, ANY SUCCESSOR IN INTEREST TO SHIPPER, OR ANY OTHER PERSON FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES FOR ANY REASON WHATSOEVER WHETHER OR NOT THE LIKELIHOOD OR CERTAINTY OF SUCH DAMAGES WAS KNOWN OR SHOULD HAVE BEEN KNOWN TO BROKER OR MOTOR CARRIER. ANY PROVISIONS OF THESE TERMS TO THE CONTRARY NOTWITHSTANDING, IN NO EVENT WILL BROKER HAVE ANY LIABILITY TO SHIPPER OR TO ANY THIRD PARTY FOR THE CONSEQUENCES OF IDENTITY THEFT OR FRAUDULENT CONDUCT PERPETRATED BY THIRD PARTIES, INCLUDING ANY LIABILITY ARISING FROM BROKER DOING BUSINESS OR SEEKING TO DO BUSINESS WITH A THIRD PARTY THAT HAS MISREPRESENTED ITS IDENTITY TO BROKER.

10. INDEMNIFICATION.

10.1. Shipper shall indemnify, defend, and save Broker, its employees, and agents harmless from and against, and shall pay and reimburse, any and all liability, claims, loss, costs, fines, penalties, expenses (including attorney's fees), judgments, or demands on account or damage of any kind whatsoever, including but not limited to personal injury, property damage, cargo damage, or any combination thereof, suffered or claimed to have been suffered by any person or persons, arising out of Shipper's performance under these Terms to the extent such claim is directly and proximately caused by (i) the negligence or intentional misconduct of Shipper; (ii) Shipper's or its employees' or agents' violation of applicable laws or regulations; (iii) Shipper's or its employees' or agents' breach of these Terms; (iv) Broker's or the Motor Carrier's compliance with, or reliance on, information or instructions provided by or on behalf of Shipper; (v) a third party seeking to impose liability on Broker with respect to cargo loss, damage or delay in excess of the liability expressly assumed herein (vi) requests to cancel previously requested Services (including charges for Services rendered prior to cancellation), costs related to requests for reconsignment or otherwise due to inaccurate or incomplete information provided by or on behalf of Shipper. The foregoing obligations shall not apply to the extent such liability, claims or loss are the result of the negligence or other wrongful conduct of Broker.

10.2. Broker shall also indemnify, defend, and save Shipper harmless from and against any and all claims of payment made by Motor Carriers as long as Shipper has made timely payment in accordance with the provisions of these Terms to Broker of the full amount owing to Broker for the Services underlying the Motor Carrier's claim.

10.3. Any indemnified Party shall promptly tender the defense of any claim to the indemnifying Party.

11. CONFIDENTIALITY. Each Party shall protect and keep in the strictest confidence any confidential or proprietary information of the other Party using the same degree of care, but not less than a reasonable degree of care, that the receiving party uses to protect its own confidential information of like nature, to prevent the unauthorized use, disclosure, dissemination, or publication of such Confidential Information. For purposes of these Terms, "Confidential Information" shall include any non-public information (including the terms, conditions, and existence of these Terms) of or relating to a Party, including, but not limited to, the business plans, strategies, forecasts, analyses, financial information, technology information, trade secrets, Shipper Data, Broker Data, and other proprietary information or data. The receiving Party shall use the Confidential Information of the disclosing Party only for the express purposes set forth in these Terms. The receiving Party shall not have any obligation, however, to preserve the confidentiality of any such information to the limited extent that it: (a) is in the public domain or generally available to the public; (b) was in the possession of or disclosed to the receiving Party prior to the date hereof by a third party, free of any obligation to keep the same confidential; (c) is lawfully acquired by the receiving Party from a third party under no obligation of confidentiality to the disclosing Party; or (d) is required to be disclosed by the receiving Party under law or court order; provided, however, that the receiving Party shall give prompt written notice thereof to the disclosing Party. The Parties further agree and acknowledge that a monetary remedy for a breach of this Section may be inadequate and that such breach may cause the disclosing Party irrevocable

harm. In the event of a breach, the disclosing Party will be entitled, without the posting of a bond and in addition to any monetary damage it may subsequently prove, to seek temporary and permanent injunctive relief, including temporary restraining orders, preliminary injunctions, and permanent injunctions. The Parties waive the right to access records pursuant to 49 C.F.R. Part 371. The provisions of this Section shall survive the termination of these Terms.

12. Data Privacy and Security.

12.1. Shipper Data.

12.1.1 If any information or data is made available or accessible to Broker, its employees, agents or contractors that included information about Shipper, its employees, contractors, customers or business relationships, including the business, business plans or financial affairs of Shipper (collectively "Shipper Data"), Broker agrees that it is obligated under these Terms, in addition to its obligations under applicable law, to reasonably protect and maintain the security and privacy of Shipper Data, including the privacy, security and legal rights of Shipper. Broker will only process, store or transmit Shipper Data for the purposes provided in these Terms, or those necessary for Broker to meet its obligation under these Terms, and for the benefit of Shipper or Shipper's customers. Notwithstanding the foregoing, Broker may retain, store, and use or disclose any Shipper Data for any purpose if the Shipper Data is de-identified or anonymized by Broker prior to its storage, use, or disclosure. Broker will comply with all applicable laws, regulations and government orders relating to personally identifiable information ("PII") or personally identifiable health information ("PHI") with respect to any Shipper Data that Broker receives or has access to under these Terms or in connection with the performance of any Services. Shipper warrants and represents that in no event will Shipper provide Broker with any PII or PHI without both providing Broker with prior written notice prior to any such tender and receiving written confirmation from Broker that Broker agrees to receive such information from Shipper. Broker represents and agrees that it is in material compliance with all current data security and privacy obligations, to the extent applicable to Broker, and that it will maintain compliance with any future obligations applicable to Broker. Broker will reasonably protect Shipper Data and will not use, disclose or transfer outside of the United States unless specifically authorized under these Terms.

12.1.2 Broker will maintain commercially reasonable internal controls and policies that require commercially reasonable practices for access to the Shipper Data, including access controls using multi-factor authentication, requirements for passwords and lockouts and internal monitoring to verify that unauthorized access has not occurred. Broker represents that all Shipper Data will be transmitted and stored in a reasonably secure manner, including encryption of the data in transit and at rest.

12.1.3 Broker shall notify Shipper upon discovery of any loss or unauthorized disclosure of the Shipper Data.

12.2. Broker Data.

12.2.1 If any information or data is made available or accessible to Shipper, its employees, agents or contractors that included information about Broker, its employees, contractors, customers or business relationships, including the business, business plans or financial affairs of Broker (collectively "Broker Data"), Shipper agrees that it is obligated under these Terms, in addition to its obligations under applicable law, to protect and maintain the security and privacy of Broker Data, including the privacy, security and legal rights of Broker and its employees, Motor Carriers, end-users and contractors. Shipper will only process, store or transmit Broker Data for the purposes provided in these Terms, or those necessary for Shipper to meet its obligation under these Terms, for the benefit of Broker or Broker's Motor Carriers. Shipper may not use or disclose any Broker Data for any other purpose, including any commercial purpose, even if the Broker Data is de-identified or anonymized. Shipper will comply with all applicable laws, regulations and government orders relating to personally identifiable information ("PII") or personally identifiable health information ("PHI") with respect to any Broker Data that Shipper receives or has access to under these Terms or in connection with the performance of any Services. Shipper represents and agrees that it is in compliance with all current data security and privacy obligations and that it will maintain compliance with any future obligations that Broker or Broker's Motor Carriers may require from time to time. Shipper will protect Broker Data and will not use, disclose or transfer outside of the United States unless specifically authorized under these Terms.

12.2.2 Shipper will maintain commercially reasonable internal controls and policies that require commercially reasonable practices for access to the Broker Data, including access controls using multi-factor authentication, requirements for passwords and lockouts and internal monitoring to verify that unauthorized access has not occurred. Shipper represents that all Broker Data will be transmitted and stored in a reasonably secure manner, including encryption of the data in transit and at rest.

12.2.3 Shipper shall immediately provide written notice to Broker upon discovery of any loss or unauthorized disclosure of the Broker Data. If Shipper suffers a loss or unauthorized disclosure or breach of Broker Data, Shipper will defend, indemnify and hold harmless Broker and Broker's Motor Carriers from any claims, losses or other damages suffered as a result of the loss, disclosure or breach.

13. ASSIGNMENT. Neither party may assign these Terms without obtaining the advance written consent of the other Party, which consent will not be unreasonably withheld. A permitted assignment must be made through a signed, written instrument. These Terms shall be binding upon the assignee, if it is properly assigned in accordance with this paragraph.

14. SEVERABILITY. If any term or condition of these Terms is held to be invalid or unenforceable by a court or tribunal of competent jurisdiction, such term or condition shall be deemed severed from these Terms; and these Terms shall otherwise remain in full force and effect.

15. INDEPENDENT CONTRACTOR. Broker is an independent contractor. Broker, the Motor Carrier, and their employees, are not, and will not be, employees or agents of Shipper. Nothing contained herein shall create or imply any employment, partnership, joint venture or agency relationship between Broker, Motor Carrier, or their employees and Shipper. Shipper does not exercise or retain any control or supervision over Broker, its operations, employees, agents or Motor Carriers. Shipper's requirements for Motor Carriers are intended to ensure that Shipper obtains efficient, effective and reliable transportation services and are not intended to control or supervise Broker or any Motor Carrier.

16. CONSENT TO CONDUCT BUSINESS ELECTRONICALLY. Each Party expressly agrees to do business using electronic means including, but not limited, to the use and acceptance of electronic signatures, whether digital or encrypted, and that the electronic signature of a Party shall have same force and effect as a manual signature. The consent under this Section encompasses the use of electronic methods to accomplish the signature of any document, including, without limitation, any supplement, modification, addendum, amendment, notice, consent and/or waiver, required by these Terms or required by FMCSA regulations to be generated and maintained (or exchanged by private parties), including, without limitation, shipment invoices, bills of lading and other supporting shipment documentation.

17. FORCE MAJEURE. Brokers' obligations to perform brokerage Services, and any obligation of Shipper's to use such Services, shall be temporarily suspended during any periods when either of the Parties is unable to comply with the requirements of these Terms by reason of acts of God, public enemy, war or terrorism, fire, floods, hail, epidemics, pandemics, disease, civil commotion, closing of public highways, act or interference of public authority, and other situations similar to the foregoing, beyond the control of the affected Party (each, a "force majeure event"). The Party unable to perform because of a force majeure event shall use reasonable efforts to mitigate the other Party's damages and shall give the other Party reasonable notice of the force majeure event.

18. GOVERNING LAW AND VENUE. These Terms shall be construed and interpreted in accordance with and be governed by the laws of the State of Illinois and any federal regulations and legislation that pre-empt or supplement the laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule that would cause the laws of other jurisdictions to apply. Further, the Parties consent to submit all legal proceedings directly or indirectly arising out of, pertaining to or relating to these Terms, to the exclusive jurisdiction of the courts of the State of Illinois sitting in Cook County, Illinois, including the United States District Court for the Northern District of Illinois. EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR OTHER LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THESE TERMS.

19. MARKS; NO PUBLICITY. Broker shall not utilize Shipper's name or identity in any advertising or promotional communications without written confirmation of Shipper's consent, and the Parties shall not publish, use or disclose the contents or existence of these Terms except as necessary to conduct their operations pursuant to these Terms.

20. WAIVER. Failure by either Party to complain of any act or failure to act of the other Party or to declare the other Party in default, irrespective of the duration of such default, will not constitute a waiver of rights hereunder.

21. NO THIRD-PARTIES. These Terms do not confer any enforceable rights or remedies upon any person or party other than the Parties named in the caption-block (Shipper and Broker), and it is agreed and understood that there are no third-party beneficiaries.

22. COMPLETE AGREEMENT. These Terms constitute the entire agreement for freight broker Services between the Parties and supersede any other representations, statements, agreements, and understandings with respect to the subject-matter hereof, including any broker agreement previously entered into with Shipper. These Terms may not be modified, amended, or altered by Shipper.

23. SURVIVAL. Any provisions of these Terms that would, by their nature, survive the termination of these Terms will so survive.

24. NOTICE. All notices required under these Terms shall be effective upon receipt; will be in writing; and will be transmitted electronically or personally delivered, or given by mailing such notice by regular and certified mail, return receipt requested, to the address of the parties as follows:

If to Broker:
Montway LLC
Attn: Legal Department
425 N. Martingale Road, Suite 550
Schaumburg, IL 60173
With a copy to: legal@montway.com

If to Shipper: To Shipper via any email or mailing address provided by Shipper to Broker.