BROKER-CARRIER AGREEMENT

This Broker-Carrier Agreement ("Agreement") is entered into electronically on the date accepted via the online portal https://uniquegiantlgs.org/ (the "Effective Date"), after receiving confirmation email from Unique Giant Logistics, by and between Unique Giant Logistics, LLC ("Broker") and the Carrier identified below.

BROKER INFORMATION

Unique Giant Logistics, LLC
Phone: (877) 209-9990 Email: uniquegiant@uniquegiantlgs.org Website: https://uniquegiantlgs.org/

A. CARRIER INFORMATION

Legal Name	Address

Phone	Email

MC Number	DOT Number

Broker and Carrier may be referred to individually as a "Party" and collectively as the "Parties."

B. DRIVER & FACTORING INFORMATION

Driver Name	Driver Phone #

Notice of Assignment Provided?

Yes No

Factoring Agreement #

C. RATES, PAYMENT & FACTORING TERMS

a. Rates for each shipment shall be confirmed in writing via a Rate Confirmation Sheet signed or acknowledged by both parties.

b. Standard Payment: Broker agrees to pay Carrier within 30 days (Net 30) of receipt of all required billing documents, including the signed Bill of Lading (BOL), Proof of Delivery (POD), and Carrier's invoice.

c. Payment shall not be made if Carrier re-brokers, assigns, or subcontracts the shipment without written consent from Broker.

d. Carrier may assign its right to payment to a factoring company only after providing Broker with written notice and proper documentation. Broker reserves the right to verify all factoring arrangements prior to releasing payment.

1. LEGAL STATUS OF PARTIES AND SERVICES

1.1 Representations and Warranties

Carrier represents and warrants that it is duly authorized, licensed, and registered with the Federal Motor Carrier Safety Administration ("FMCSA") as a for-hire motor carrier of property pursuant to 49 U.S.C. §13902, and that such authority shall remain active during the term of this Agreement.

Broker represents and warrants that it is duly licensed as a property transportation broker pursuant to 49 U.S.C. §13904 and maintains active authority with the FMCSA.

Each Party agrees to perform its obligations in compliance with all applicable federal, state, and local laws and regulations.

1.2 Contract Carriage

All transportation services performed under this Agreement shall constitute contract carriage within the meaning of 49 U.S.C. §§13102 and 14101(b). The Parties expressly waive all rights under Subtitle IV, Part B of Title 49, United States Code, to the extent such provisions conflict with this Agreement, except those relating to safety, insurance, or registration.

1.3 Independent Contractor Relationship

Carrier is an independent contractor and not an employee, agent, partner, or joint venturer of Broker or any shipper. Carrier shall have exclusive control over its employees, equipment, and operations. Broker shall have no responsibility for Carrier wages, payroll taxes, benefits, or operating expenses.

1.4 No Lien or Delay of Cargo

Carrier shall not assert any lien against cargo, equipment, Broker, or Broker's customers for unpaid charges and shall not withhold, delay, or refuse release of cargo for any reason.

2. SCOPE OF SERVICES

2.1 Territory and Commodities

Carrier shall provide transportation services throughout the United States and Canada, excluding hazardous materials, and only within the scope of Carrier's operating authority.

Carrier shall not subcontract or assign transportation services without Broker's prior written consent. Any permitted subcontracting shall not relieve Carrier of liability under this Agreement.

2.2 No Double Brokering

Carrier shall not re-broker, co-broker, assign, or transfer any shipment without Broker's prior written consent from executive management. Any unauthorized brokering shall constitute a material breach, subject to immediate termination, liquidated damages of $10,000 per occurrence, recovery of all related losses, and reporting to FMCSA and industry databases.

Carrier shall not re-broker, co-broker, or transfer any load tendered by Broker without prior written approval from Broker management. Any unauthorized double brokering constitutes a material breach.

2.3 Legal Compliance

Broker shall not require Carrier to violate any applicable law. Carrier shall comply with all safety, hours-of-service, and transportation regulations.

2.4 Non-Exclusivity

This Agreement is non-exclusive. Either Party may contract with others.

3. RATES, CHARGES, AND PAYMENT

3.1 Rates

All rates shall be agreed upon per shipment via written or electronic rate confirmation issued by Broker. Carrier expressly waives any right to apply tariffs, schedules, or unpublished rates. Rate confirmations shall control over all conflicting terms.

3.2 Invoicing and Payment

Carrier shall submit complete invoices within seven (7) days of delivery. Incomplete or late invoices may delay payment. Broker shall remit payment within thirty (30) days of receipt of a valid invoice, regardless of shipper payment status. Carrier waives any right of setoff, lien, or withholding of cargo.

3.3 Chargebacks and Offsets

Broker may deduct or offset any overpayments, claims, penalties, accessorial disputes, or chargebacks from any amounts owed to Carrier.

4. FREIGHT DOCUMENTATION

Carrier shall provide accurate bills of lading, proof of delivery, and electronic documentation as required. Documents shall be uploaded via uniquegiantlgs.org or emailed to uniquegiant@uniquegiantlgs.org.

5. INSURANCE, SAFETY, AND EQUIPMENT REQUIREMENTS

Carrier shall maintain insurance at its sole cost with insurers rated A- or better by AM Best, including: (a) Auto Liability $1,000,000; (b) Cargo Liability $100,000 (reefer breakdown included if applicable); (c) Workers' Compensation as required by law; and (d) General Liability upon request. Broker shall be named as additional insured where permitted, and all policies shall provide 30 days' advance written notice of cancellation or reduction. Any lapse constitutes a material breach allowing immediate termination.

5.1 Insurance Requirements

Carrier shall maintain, at minimum: Auto Liability: $1,000,000; Cargo Liability: $100,000; Workers' Compensation as required by law.

5.2 Certificates of Insurance

Carrier shall provide certificates naming Broker as certificate holder and providing 30 days' notice of cancellation.

5.3 Perishables and Temperature-Controlled Freight

Carrier warrants equipment suitability, temperature control compliance, sanitation, fuel maintenance, inspection records, and assumes full liability for temperature-related losses.

6. CARGO LIABILITY AND RISK OF LOSS

Carrier assumes full responsibility and risk of loss for all cargo from the time Carrier or its agent takes possession until proper delivery and release. Carrier's liability shall be governed by 49 U.S.C. §14706, subject to liability of $100,000 per shipment, unless a higher value is declared in writing. No limitation of liability, exclusion, or defense asserted by Carrier's insurer shall limit Carrier's liability to Broker or shipper.

Carrier's cargo liability shall be governed by 49 U.S.C. §14706 (Carmack Amendment), subject to a maximum liability of $250,000 per shipment. Claims shall be filed in accordance with 49 C.F.R. Part 370.

7. ACCESSORIAL CHARGES

7.1 Detention

Carrier shall be entitled to detention after two (2) hours free time at pickup and delivery unless otherwise stated on the rate confirmation. Detention shall be billed at $75.00 per hour, in 15-minute increments, beginning immediately upon expiration of free time. Detention charges shall be automatic, non-negotiable, and fully earned once incurred, provided Carrier supplies reasonable documentation (ELD, BOL timestamps, gate logs, or written confirmation).

7.2 Layover

If Carrier is delayed overnight or required to return on a subsequent business day due to shipper-, consignee-, or broker-customer-caused circumstances (including freight not ready, missed appointments, or facility closure), a layover fee of $250 per day, per truck shall apply. Layover charges are fully earned once incurred and shall not be subject to dispute.

7.3 TONU (Truck Ordered Not Used)

If a load is cancelled after Carrier dispatch, arrival, or tender acceptance for any reason not caused by Carrier, Broker shall be entitled to charge the shipper and Carrier shall be paid a TONU fee of $250 per occurrence, per truck. TONU charges are non-refundable, non-disputable, and separate from linehaul or other accessorial charges.

Loads cancelled after dispatch shall incur a $250 TONU fee, per occurrence.

8. INDEMNIFICATION AND DEFENSE

Carrier shall defend, indemnify, and hold harmless Broker, its affiliates, customers, shippers, officers, directors, members, managers, agents, and employees from and against any and all claims, demands, causes of action, losses, damages, liabilities, fines, penalties, judgments, settlements, costs, and expenses of every kind, including attorney's fees and costs, arising out of or related to: (a) Carrier's performance or non-performance; (b) cargo loss, damage, delay, theft, or contamination; (c) personal injury, death, or property damage; (d) violation of any law or regulation; (e) breach of this Agreement; or (f) acts or omissions of Carrier, its drivers, employees, agents, or subcontractors. This obligation shall survive termination of this Agreement.

Carrier shall defend, indemnify, and hold harmless Broker, its customers, shippers, officers, agents, and employees from and against any and all claims, demands, losses, damages, fines, penalties, costs, and expenses (including attorney's fees) arising out of or related to Carrier's performance, non-performance, negligence, misconduct, breach of this Agreement, violation of law, cargo loss or damage, personal injury, or death.

Carrier shall indemnify and hold Broker harmless from all claims arising from Carrier's negligence, misconduct, or breach of this Agreement.

9. CONFIDENTIALITY AND NON-SOLICITATION

Carrier acknowledges that all shipper identities, rates, lanes, pricing, customer information, and business practices of Broker constitute confidential and proprietary information. Carrier agrees that during the term of this Agreement and for twenty-four (24) months thereafter, Carrier shall not directly or indirectly solicit, contract with, or provide transportation services to any shipper, consignee, or customer introduced by Broker, except through Broker. Any violation shall result in liquidated damages of $25,000 per occurrence, in addition to all other remedies.

All rates, customer information, and business data are confidential.

10. TERM, TERMINATION, AND SUSPENSION

This Agreement shall remain in effect until terminated. Broker may immediately suspend or terminate this Agreement, any load, or payment without notice for safety concerns, insurance lapse, fraud, double brokering, cargo theft, regulatory noncompliance, or breach. Termination shall not relieve Carrier of liability for obligations, claims, indemnities, or damages, all of which shall survive.

This Agreement shall remain in effect until terminated. Broker may terminate this Agreement immediately, without notice, for material breach, safety violations, insurance lapse, double brokering, cargo theft, fraud, or regulatory noncompliance. Carrier shall remain liable for all obligations incurred prior to termination.

This Agreement shall remain in effect until terminated by either Party upon 30 days' written notice, or immediately for material breach.

11. GOVERNING LAW, VENUE, AND ATTORNEYS' FEES

This Agreement shall be governed by the laws of the State of New York, without regard to conflicts-of-law principles. Exclusive venue for any action shall lie in state or federal courts located in New York. The prevailing party shall recover all attorney's fees, costs, and expenses, provided that Broker shall be deemed the prevailing party for purposes of enforcing payment, compliance, or injunctive relief.

This Agreement shall be governed by the laws of the State of New York, without regard to conflict-of-law principles.

12. ELECTRONIC SIGNATURES

Electronic acceptance and signatures shall be legally binding.

13. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements.

D. REQUIRED DOCUMENTS CHECKLIST

- Signed Dispatch Agreement (if applicable)
- Completed Carrier Profile Packet
- Copy of Operating Authority (MC Certificate)
- Copy of W-9
- Copy of Insurance Certificate (Liability & Cargo)
- Copy of Driver's License(s)
- Factoring Company Assignment (if applicable)

E. CERTIFICATION & ACKNOWLEDGMENT

I certify that the information provided in this Carrier Profile Packet is true and correct. I authorize Unique Giant Logistics, LLC to use this information for the purpose of setting up dispatch and brokered loads.

Authorized Representative (Carrier)

Signature / Type Full Name as Signature *	Printed Name *

Title *	Date *

F. AGREEMENT SIGNATURES

By signing below, the Parties acknowledge and agree to the terms of this Broker-Carrier Agreement.

Broker Authorized Signature	Broker Date

Carrier Authorized Signature *	Carrier Date *