

Motor Carrier Services Agreement

Carrier Name:	Genie Logistics LLC
Carrier Address:	500 Genie Boulevard, Memphis, TN 38103
Shipper Name:	Nationwide Distributors
Shipper Address:	500 Distribution Way, Memphis, TN 38116
Initial Term:	12 months
Effective Date:	01/15/2025
Payment Terms:	net 45
Standard Cargo Loss/Damage Limit:	\$200,000
High Value Cargo Loss/Damage Limit:	\$300,000
Insurance Requirements:	See Exhibit A
Governing Law State:	State of Delaware

THIS MOTOR CARRIER SERVICES AGREEMENT (the "Agreement"), effective as of the date on which this Agreement first becomes fully executed (the "Effective Date"), is made and entered by and between the Carrier named above with offices at the address set forth above ("Carrier") and the Shipper named above with offices at the address set forth above ("Shipper") (collectively, the "Parties" and individually each, a "Party").

WHEREAS, Carrier is licensed as a for-hire motor carrier by the Federal Motor Carrier Safety Administration ("FMCSA"), or by appropriate State agencies, and as a licensed motor carrier offers transportation of property; and

WHEREAS, Shipper has a need for transportation services offered by Carrier;

NOW THEREFORE, intending to be legally bound and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Carrier and Shipper agree as follows:

1. TERM AND TERMINATION

The term of this Agreement shall commence on the Effective Date listed above, shall remain in force for the initial term of 12 months set forth above, and shall automatically renew for successive one year periods; provided, however, that either Party may terminate this Agreement at any time by giving thirty (30) days prior written notice.

2. CARRIER'S OPERATING AUTHORITY

Carrier represents and warrants that it is duly and legally qualified to provide all transportation services contemplated herein, including that it will hold motor carrier authority issued by the FMCSA and that its drivers will be duly licensed for the provision of the services.

3. FREIGHT CHARGES AND PAYMENTS

Rates and charges applicable to Carrier's services will be agreed in writing by the parties, including via electronic communications. Payment shall be made by Shipper in accordance with the payment terms of net 45 set forth on the first page of this Agreement.

4. FREIGHT LOSS, DAMAGE OR DELAY

Carrier shall be liable for cargo loss or damage in accordance with the provisions of 49 USC 14706, which liability shall be limited to the lesser of the full value of the landed cost of the goods or the Standard Cargo Loss/Damage Limit of \$200,000 set forth on the first page.

5. INSURANCE

At all times while this Agreement remains in effect, Carrier shall procure and maintain insurance coverage meeting or exceeding the requirements set forth in Exhibit A to this Agreement.

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6. INDEMNITY

CARRIER SHALL INDEMNIFY AND HOLD SHIPPER AND ITS OFFICERS, DIRECTORS AND EMPLOYEES HARMLESS FROM AND AGAINST, AND PAY AND REIMBURSE, ANY AND ALL LIABILITIES, DAMAGES, FINES, PENALTIES, COSTS, CLAIMS, INTEREST AND EXPENSES (INCLUDING COST OF DEFENSE, SETTLEMENT AND REASONABLE ATTORNEY FEES), TO THE PRORATED EXTENT CAUSED BY: (I) NEGLIGENCE OR WILLFUL MISCONDUCT OF CARRIER OR ITS EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS OR SUBCONTRACTORS; (II) VIOLATIONS OF ANY FEDERAL, PROVINCIAL, STATE OR LOCAL LAW, STATUTE, REGULATION OR RULE BY CARRIER OR ITS EMPLOYEES; OR (III) CARRIER'S BREACH OF THIS AGREEMENT.

7. COMPLIANCE WITH LAW

Both Parties shall comply with all applicable federal, state or provincial laws, rules, or regulations applicable to their operations.

8. SUB-CONTRACT PROHIBITION

Carrier agrees that all freight tendered to it by or on behalf of Shipper shall be transported on equipment operated only under the for-hire motor carrier authority of Carrier, and that Carrier shall not in any manner sub-contract, broker, or in any other form arrange for the freight to be transported by a third party without the prior written consent of Shipper.

9. GOVERNING LAW AND VENUE; WAIVER OF JURY TRIAL

This Agreement, and any disputes arising therefrom, will be governed exclusively by, and construed and enforced exclusively in accordance with, the laws of the State of Delaware without regard to or application of its conflicts-of-laws provisions. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.

10. MISCELLANEOUS

This Agreement, including any supplements to or revisions thereof, exclusively states the rights and obligations of the Parties and supersedes all other agreements and/or tariffs published or provided by Carrier. If any portion of this Agreement is deemed unenforceable for any reason, such portion shall be severable and the remaining provisions of this Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in their respective names by their duly authorized representatives.

Carrier

Shipper

By: _____

By: _____

Print Name: _____

Print Name: _____

Its: _____

Its: _____

Date: _____

Date: _____

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Exhibit A to Motor Carrier Services Agreement

Minimum Insurance Requirements

See attached

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Exhibit B to Motor Carrier Services Agreement

Freight Rates

No.	Origin Code	Origin City	Destination Code	Destination City	Lane	Additional Service	Rate per mile	Miles
1	SFDC	Springfield, OH	432	Phoenix, AZ	SFDC to 432	Regular	\$1.93	1,460
2	SFDC	Springfield, OH	455	Denver, CO	SFDC to 455	Regular	\$0.87	3,234
3	SFDC	Springfield, OH	459	Sparks, NV	SFDC to 459	Regular	\$3.73	782
4	SFDC	Springfield, OH	413	Birmingham, AL	SFDC to 413	Regular	\$1.58	1,122
5	SFDC	Springfield, OH	420	Miami, FL	SFDC to 420	Regular	\$1.82	2,683
6	SFDC	Springfield, OH	421	Seattle, WA	SFDC to 421	Regular	\$2.74	477
7	SFDC	Springfield, OH	417	Orlando, FL	SFDC to 417	Regular	\$2.69	3,074
8	SFDC	Springfield, OH	405	Memphis, TN	SFDC to 405	Regular	\$0.98	2,217
9	SFDC	Springfield, OH	417	Orlando, FL	SFDC to 417	Regular	\$2.76	3,189
10	SFDC	Springfield, OH	460	San Francisco, CA	SFDC to 460	Regular	\$1.77	1,283
11	SFDC	Springfield, OH	407	Raleigh, NC	SFDC to 407	Regular	\$2.90	3,108
12	SFDC	Springfield, OH	445	El Paso, TX	SFDC to 445	Regular	\$2.51	2,871
13	SFDC	Springfield, OH	416	Pensacola, FL	SFDC to 416	Regular	\$0.94	3,089
14	SFDC	Springfield, OH	411	Savannah, GA	SFDC to 411	Regular	\$2.22	2,847
15	SFDC	Springfield, OH	412	Mobile, AL	SFDC to 412	Regular	\$3.73	562
16	SFDC	Springfield, OH	405	Memphis, TN	SFDC to 405	Regular	\$1.94	1,719
17	SFDC	Springfield, OH	403	New Orleans, LA	SFDC to 403	Regular	\$1.89	593
18	SFDC	Springfield, OH	409	Charlotte, NC	SFDC to 409	Regular	\$3.01	2,484
19	SFDC	Springfield, OH	434	Palm Springs, CA	SFDC to 434	Regular	\$0.92	1,782
20	SFDC	Springfield, OH	406	Nashville, TN	SFDC to 406	Regular	\$0.83	1,982
21	SFDC	Springfield, OH	433	Tucson, AZ	SFDC to 433	Regular	\$2.71	718
22	SFDC	Springfield, OH	449	Kansas City, MO	SFDC to 449	Regular	\$4.38	617
23	SFDC	Springfield, OH	414	Jacksonville, FL	SFDC to 414	Regular	\$1.39	2,859
24	SFDC	Springfield, OH	460	San Francisco, CA	SFDC to 460	Regular	\$2.75	2,604
25	SFDC	Springfield, OH	416	Pensacola, FL	SFDC to 416	Regular	\$2.25	3,270
26	SFDC	Springfield, OH	403	New Orleans, LA	SFDC to 403	Regular	\$1.70	3,179
27	SFDC	Springfield, OH	455	Denver, CO	SFDC to 455	Regular	\$2.16	1,313
28	SFDC	Springfield, OH	455	Denver, CO	SFDC to 455	Regular	\$2.67	2,808

No.	Origin Code	Origin City	Destination Code	Destination City	Lane	Additional Service	Rate per mile	Miles
29	SFDC	Springfield, OH	445	El Paso, TX	SFDC to 445	Regular	\$2.03	2,835
30	SFDC	Springfield, OH	443	Las Cruces, NM	SFDC to 443	Regular	\$2.47	900

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