



Broker – Shipper Transportation Agreement

PARTIES

This Agreement is made between **Kuro Kuro Logistics LLC (MC 1802352)** ('Broker') and **Shipper:**
_____ ('Shipper').

SERVICES

Broker arranges transportation of freight through authorized motor carriers. Carrier/Shipper agrees to cooperate in the scheduling, handling, and documentation of freight.

COMPLIANCE

All parties must comply with all applicable federal, state, and local transportation laws including FMCSA regulations.

INSURANCE

Carrier shall maintain all required insurance including auto liability, cargo, and any additional coverage required by law.



PAYMENT TERMS

Invoices shall be issued according to the rate confirmation or agreed shipment pricing terms. Payment terms are typically net 30 unless otherwise agreed.

LIABILITY

The transporting carrier is responsible for loss or damage to freight while the shipment is under its control.

CONFIDENTIALITY

All proprietary information, shipper details, and pricing arrangements are confidential.

INDEPENDENT CONTRACTOR

The Carrier operates as an independent contractor and not as an employee or agent of Broker.



TERM AND TERMINATION

This Agreement shall remain in effect until terminated by either party with written notice.

GOVERNING LAW

This Agreement shall be governed by applicable federal transportation laws and the jurisdiction in which the Broker operates.

Broker Representative: _____ Date: _____

Shipper Representative: _____ Date: _____

BROKER-CARRIER AGREEMENT

This "Agreement" is made and entered into this _____ day of _____, 20____, between _____ ("Broker") and _____ ("Carrier") (each, a "Party" and collectively, as the "Parties").

DECLARATIONS

I. Broker represents:

- A. It is a limited liability company with its principal place of business at _____.
- B. It is duly registered with and licensed by the Federal Motor Carrier Safety Administration ("FMCSA") as a Property Broker, pursuant to Lic. No. _____ and is thereby authorized to arrange the transportation of property by authorized motor carriers under contracts with shippers, receivers, carriers, and other freight intermediaries.
- C. It has posted a surety bond in the amount of \$75,000 USD, as required by 49 C.F.R. §387.307, and is fit, willing, and able to be a broker for transportation and to comply with applicable laws and regulations.
- D. It desires to use the services of Carrier to transport freight for or on behalf of its unique, distinct needs and those of its customers.

II. Carrier represents:

- A. It is a _____ with its principal place of business at _____.
- B. That it is duly registered with the FMCSA as a Property Motor Carrier, pursuant to MC No. _____, and authorized to provide transportation of property, under contracts with shippers, receives and freight intermediaries, including Brokers.
- C. It wishes to provide motor carrier services to Broker upon the terms contained in this Agreement, as a contract carrier, and intends that Broker shall rely on Carrier's representations and declarations in this Agreement.

III. Both Parties declare:

- A. They wish to enter into this Agreement pursuant to 49 U.S.C. 14101 for the purposes of providing and receiving specified services under specified rates and conditions, as stated herein.

- B. The Parties intend to waive certain rights and remedies permitted to be waived under the Interstate Commerce Act to the extent that any provisions therein are consistent with any of the provisions of this Agreement.

Now therefore, in condition of the foregoing premises and the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Broker and Carrier enter into this Agreement upon the following terms and conditions:

1. DISTINCT NEEDS

Broker agrees to solicit and obtain freight for transportation, and to tender to Carrier a series of shipments during the term of this Agreement, and Carrier hereby commits to transport the same, and provide services designed to meet the unique and distinct transportation needs of Broker and its customers. Such needs include but are not limited to: (i) providing suitable transportation equipment, including specialized over-the-road equipment and accessories, as required by the nature, consistency, and volume of the freight tendered to Carrier; (ii) providing flexible, responsive transportation at flexible contract freight rates that may be amended from time to time through a simplified notice provision; (iii) providing invoices to Broker and accepting payment from Broker, instead of from shipper or receiver; (iv) maintaining a system of communication whereby Broker shall be advised of the location of each shipment accepted for transportation by Carrier; and (v) transmitting timely, complete information that permits the accurate and real-time tracking and tracing of shipments accepted by Carrier.

2. CARRIER SERVICES & WARRANTIES

- a. Carrier agrees to transport the shipments tendered by Broker, and to load and deliver the freight, in accordance with the terms established herein and any applicable Load Confirmations (as that term is defined in Section 3(c)).
- b. Carrier warrants that it is a motor carrier of property authorized by the FMCSA. Carrier agrees to immediately cease handling Broker's freight tendered under this Agreement, and to notify Broker immediately if its federal operating authority is revoked, suspended, or rendered inactive for any reason, or if it is sold, or if there is a change in control of its ownership, or if any insurance required under this Agreement is terminated, cancelled, suspended, or revoked for any reason.
- c. Carrier warrants that (i) all the transportation performed by it for or on behalf of Broker or Broker's customers shall be performed by Carrier as a contract carrier, and not as a common carrier, irrespective of whether Carrier holds common carrier operating authority; (ii) none of Carrier's common carrier rates or tariffs or

Broker: _____

Carrier: _____

- rules shall apply to any transportation rendered by Carrier under this Agreement; (iii) all freight tendered to It by Broker pursuant to this Agreement shall only be transported by Carrier on, in or with equipment owned by or leased to Carrier under a lease having a duration of more than 30 days, operating under Carrier's operating authority; and (iv) except to the extent that Carrier uses the services of "owner operators" In the course of conducting Its regular operations, Carrier shall not subcontract, broker, or tender to any third party for transportation any freight tendered to Carrier by Broker.
- d. Carrier warrants it shall at all times maintain a U.S. DOT safety rating of "satisfactory."
 - e. Carrier warrants it shall only use drivers who are competent and properly licensed, and are fully informed of their responsibilities for the protection and proper care of the freight tendered by Broker to Carrier.
 - f. responsible for (i) the payment of any driver's salary, wages, compensation, expenses, or charges; (ii) any Workers' Compensation coverage, payments, or (iii) any employment taxes or any other taxes based on salary, wages, or compensation for Carrier or its drivers.
 - g. Carrier warrants it will provide and meet the equipment needs and specifications, and all instructions regarding special requirements set forth in any Load Confirmation. To such end, at the time each shipment is received by Carrier from a customer of Broker, Carrier will request and obtain instructions concerning all handling, securing, and product or freight protection requirements, including specifications noted on the corresponding bill of lading or otherwise. Carrier agrees it shall be responsible for insuring that all freight is properly blocked and braced for transportation. Accordingly, Carrier shall be responsible for inspecting and testing the loaded freight and determining whether the loading has been accomplished in a safe, legal, and appropriate manner, unless the shipment is tendered to Carrier in a pre-loaded, sealed trailer, and Carrier is instructed not to break the seal(s) on the trailer, which instructions must be noted on the corresponding bill of lading. Carrier shall be responsible for determining, before loading, that the freight tendered is in apparent good order and condition, to the extent that the same is ascertainable through a visual examination of the exterior of the freight; in the event they are not in such condition, Carrier will immediately contact Broker for further instructions.
 - h. Carrier warrants it shall provide and maintain in good order, condition, and repair all the necessary equipment required to safely and properly transport the freight tendered to it by Broker, together with all fuel required to operate the same. Neither

Broker nor its customers shall be liable for fuel or other expenses incurred in operating the equipment.

- i. Carrier warrants all transportation services rendered by it under this Agreement will be performed in compliance with, and without violation of, any applicable local, state, or federal laws or regulations, including security regulations, owner operator lease regulations, loading and securement of freight regulations, implementation and maintenance of driver safety regulations (including, but not limited to, hiring, qualification, licensing, training, controlled substance testing, and hours of service limits), vehicle maintenance, and maintenance and control of the means and method of transportation, including but not limited to the performance of its drivers.
- j. Carrier warrants that it is, and shall remain, in compliance during the term of this Agreement, with all application federal, state, and local laws relating to the transportation of hazardous materials, including the licensing and training of drivers, security, placarding, loading, and securement regulations. Carrier warrants it is knowledgeable of the federal Hazardous Material regulations (49 CFR Parts 100-180) and shall issue, maintain, and correctly complete all documentation and emergency response provision required thereby.
- k. Carrier warrants that all motor vehicle equipment provided by Carrier for the transportation of food grade products will be clean, dry, odor free; will comply with the requirements of the Sanitary Food Transportation Act; and that none of the equipment provided for the transportation of food or food grade products has been or will be used for the transportation of any waste of any kind, garbage, hazardous materials, or any other commodity that might adulterate or contaminate food, food products, or cosmetics.

3. RATES

- a. Unless the Parties agree to a negotiated rate as described below, Carrier's compensation shall be the amounts set forth in Exhibit A attached hereto and incorporated herein by reference.
- b. Mileage calculations for mileage-based rates shall be based on the then current version of ProMiles Prime, unless otherwise agreed in writing by the Parties.
- c. Carrier's compensation for any specific shipment or shipments may be agreed to orally between the Parties and confirmed subsequently in writing or by electronic means by Broker ("Load Confirmation"). Unless Carrier objects to the terms and rates of the Load Confirmation within 24 hours after receipt by Carrier, the terms and rates thereof shall be deemed to be correct, and accepted and agreed to by

Carrier. All such Load Confirmation shall become integral parts of this Agreement. The Parties shall retain all Load Confirmations for the period required by applicable law.

- d. The Parties may enter into a separate agreement providing for a discount of a negotiated confirmed rate. Any such separate agreement shall be attached hereto and made an exhibit to this Agreement. If the Parties enter into such an agreement, the discounted payment shall become the negotiated rate without specific separate notation on the applicable Load Confirmation.
- e. Unless stated expressly in this Agreement or a Load Confirmation, no rates, rules, liability limitation, tariffs, or other matters contained in any tariff, rules, circulars, schedules, bills of lading, waybills, or other documents issued by or on behalf of Carrier shall apply or control the transportation provided by Carrier to Broker during the term of this Agreement.

4. PAYMENT OF RATES

- a. Carrier agrees that any compensation due to Carrier for services rendered by Carrier pursuant to this Agreement shall be paid to Carrier solely and exclusively by Broker. Broker's customers' obligation for payment of transportation charges shall be solely to Broker.
- b. Carrier agrees (i) It shall not communicate in any manner, directly or indirectly, with Broker's customers, or the shippers, receivers, or other parties other than Broker concerning the payment or collection of any charges related to the transportation services rendered under this Agreement; (ii) to waive and does hereby waive any right it may otherwise have to proceed or commence any action against any of Broker's customers for the collection of any freight charges arising out of the transportation services rendered by Carrier under this Agreement; and (iii) to appoint and designate, and does hereby appoint and designate Broker as its agent for the purpose of billing and collecting from any responsible party any freight charges arising out of the transportation services rendered by Carrier under this Agreement.
- c. Broker shall be authorized to withhold any compensation from Carrier, in whole or in part, to satisfy and claims arising out of this Agreement, or to satisfy any debt owned by Carrier to Broker, or to satisfy any advances made by Broker to Carrier. Broker may apply an offset if the claim has not been paid or denied for a valid reason within 90 days of the presentation of the claim to Carrier.

- d. A claim for overpayment or underpayment of transportation charges arising under this Agreement shall be presented by the Party asserting the claim within 60 days of discovery of the claim by the Party, but in no event will any such claim be asserted more than 180 days after the delivery of the shipment giving rise to such claim. Except to the extent inconsistent with the time deadlines established in the preceding sentence, claims for overcharges and duplicate payments shall be processed in accordance with 49 CFR 378. Except as provided in 49 USC 14705(d), any action at law to collect alleged undercharges or overcharges shall be commenced not later than 18 months after delivery of the involved shipment and expiration of said 18-month period shall be a complete and absolute defense against any such claim, irrespective of any extenuating or mitigating circumstances of any nature.

5. BROKER’S COMPENSATION

In consideration for performing the services established herein, and its promise to pay by Carrier, Broker is authorized to keep any amounts received it that are in excess of the rates established in this Agreement or any of the Load Confirmation as its broker’s commission. Broker shall not be required to disclose the amount of its commission.

6. INDEPENDENCE OF PARTIES

The Parties agree and understand that the relationship of Carrier to Broker is solely that of an independent contractor. Carrier shall employ and retain or lease on its own behalf all persons operating motor vehicles transporting commodities under this Agreement; such persons shall be subject to the direction, control, and supervision of Carrier, not of Broker; and such persons shall not be employees or agents of Broker or its customers; nor shall such persons be entitled to participate in any plans, distributions, or benefits extended by Broker or its customers to their respective employees. Carrier shall be reasonable, to the exclusion of Broker and its customers, for the payment of all federal, state, and local taxes or contributions for unemployment insurance, workers’ compensation, or other social security and related protection with respect to the persons engaged in the performance of the services provided under this Agreement. Carrier agrees to indemnify and hold Broker and its customers harmless from any liability, loss, or expense deriving from Carrier’s failure to comply with applicable federal, state, or local laws, ordinances, regulations, or rules.

7. CARGO LIABILITY AND CLAIMS

- a. Carrier shall transport all freight tendered under this Agreement to the specified destination with reasonable dispatch (defined as the length of time that it would

customarily and ordinarily take to transport a like shipment), unless a specified delivery date or time is communicated to Carrier prior to the pick-up of any individual shipment.

- b. Carrier shall be liable for the full value of all cargo loss and damage occurring while the freight tendered under this Agreement is in Carrier's custody or control, or resulting from Carrier's negligence, willful misconduct, or disrespect for the condition, safety, or timely delivery of the freight, or resulting from the Carrier's performance or failure to perform the services undertaken by Carrier under the terms of this Agreement.
- c. Unless stated in this Agreement or in a Load Confirmation issued by Broker, no released value conditions, whether stated in writing or otherwise, shall be enforceable against Broker or its customers, and any attempt by Carrier to limit its liability or amend this Agreement by provisions contained in any bill of lading, delivery receipt, or tariff (whether filed, published, or independently determined), whether purported to be incorporated by reference into this Agreement by an attachment or otherwise, shall be null and void.
- d. In the case branded or labeled goods are damaged, Broker's affected customer, through Broker, shall determine, within its sole discretion, but subject to a reasonableness standard as defined in the jurisdiction designated in this Agreement for dispute resolution, whether the goods are salvageable, and, if so, the value of such salvage. Carrier shall receive credit for any salvage receipts against Broker's affected customer's claim. Carrier agrees that it shall not sell, otherwise dispose of, or permit the sale, disposal, or salvage of any goods bearing any trade name, trademark, logo, or service mark without first obtaining written consent from Broker. Even though Carrier pays Broker's customer for the full value of the damaged goods and requests possession of the goods for salvage, Broker's customer shall have the right to remove, or direct the removal by Carrier, of all identifying marks and labels from the damaged goods. Alternatively, at Broker's customer's discretion, the goods shall be permanently marked as "damaged" or with some similar notation, and Carrier shall not receive any credit against Broker's customer's claim against Carrier.
- e. Except as otherwise specifically stated herein, all claims for coverage, shortage, loss, and damage, and any salvage, shall be submitted to Carrier and handled and processed in accordance with 49 CRF 370. Carrier shall acknowledge receipt of all such claims within 30 days, and shall settle all claims within 90 days of receipt. Broker receives the right to withhold payment of any monies due for services rendered by Carrier where claim liability is disputed, until Broker and Carrier arrive at a mutual understanding.
- f. The time limits for filing of loss and damage claims shall be no less than nine months, and the time limits for filing any action at law for the disallowance of a claim shall be no less than two years. The time period for bringing an action at law

shall be computed from the date the Carrier provides written notice that is has disallowed any part of the claim specified in the notice, as established by the provision of 49 U.S.C. § 14706.

8. INSURANCE

- a. Carrier agrees to procure and maintain, at its sole expense, with reputable and financially responsible insurance underwriters acceptable to Broker the following insurance coverages: (i) Comprehensive General Liability Insurance, occurrence basis (including contractual coverage for the liabilities assumed herein), covering bodily injury (including injury resulting in death) and loss of or damage to property, in an amount not less than \$1,000,000 combined single limit per occurrence; (ii) Automobile Liability Insurance (including contractual coverage for the liabilities assumed hereunder) to include any auto, or all owned, non-owned, and hired autos, covering bodily injury (including injury resulting in death) and loss of or damage to property (including environmental restoration) in an amount not less than \$1,000,000 combined single limit per occurrence; (iii) Workers' Compensation insurance in the amounts required by statute in the jurisdiction where Carrier's services are performed, and Employer Liability Insurance in an amount not less than \$500,000 per occurrence; (iv) All Risk Cargo Liability Insurance, to include mechanical refrigeration until breakdown, if applicable, and to include produce and perishable products, if applicable, in an amount not less than \$100,000 per trailer, and which shall not contain any exclusions for employee theft or dishonesty; and (v) any other insurance which may be required by any applicable federal, state, or local laws, regulations, or ordinances.
- b. Absent applicable state laws or regulations to the contrary, the policies specified in (i) and (ii) of the preceding paragraph shall not contain any exclusions for punitive damages.
- c. Carrier shall furnish Broker with written Certificate(s) of insurance without request (and copies of insurance policies and BMC fillings, if requested by Broker). Carrier shall provide to Broker at least 30 days' advance written notice of cancellation, material modification of any policy, or termination. The Certificate of Insurance shall identify the information specified by Broker.

9. INDEMNIFICATION

The parties agree that Carrier shall be solely responsible for operating the equipment necessary to transport commodities under this Agreement. Carrier therefore agrees to indemnify Broker and its customers, and to hold them harmless for all loss or damage to Carrier's equipment; loss resulting from injury, including death, sustained by any employee of Carrier, or by any other person while acting in the capacity of a driver or helper in connection with the operation of the equipment; for any bodily injury, property damage, or cargo loss, including the defense of any lawsuits therefrom, arising out of

the operation, maintenance, or use by Carrier of motor vehicle equipment to perform services under this Agreement; for damage sustained by Broker or its customers arising out of the furnishing by Carrier of Equipment that has been used to haul waste or is otherwise not suitable for hauling food products or which may affect the safety or cleanliness of food products hauled by Carrier; and for any loss or damages sustained by Broker as a result of any other violation of this Agreement by Carrier, including loss or damages due to the negligence, incompetence, or dishonesty of Carrier or Carrier's agents or employees; provided, however, that this provision shall not apply to any penalty or liability arising solely as a consequence of any intentional misconduct or gross negligence of Broker, agents, or employees.

10. BILLS OF LADING AND DELIVERY RECEIPTS

- a. If Carrier issues a bill of lading or other receipt acceptable to Broker and Broker's customers upon acceptance of freight for transportation: All terms or conditions written or printed on such bills of lading or receipts that have not been specifically agreed to by Broker, either in this Agreement or any of its exhibits, shall have no binding effect against Broker or its customers. The bill of lading or receipt issued by Shipper or by the Carrier shall be prima facie evidence of the receipt of goods in good order and condition by Carrier, unless otherwise noted on the face of such document. Carrier shall subject to Broker the original signed bill of lading evidencing good delivery of the freight, unless otherwise specifically agreed by Broker. In such case, Carrier shall maintain custody of the original signed bills of lading and will provide the same to Broker upon request. If Carrier fails to maintain and provide the bills of lading as agreed, Carrier assumes all risk of loss resulting from the failure to prove good delivery.
- b. In the event Carrier's personnel are not allowed or afforded an opportunity to view and/or examine the freight in order to ascertain its condition prior to loading on Carrier's vehicle, Carrier's personnel shall immediately notify Broker and await further instructions prior to transporting the shipment. Carrier shall note on the bill of lading that it was not allowed or afforded an opportunity to view and/or examine the freight shipped.

11. FACTORING

- a. Carrier shall provide Broker written notice of any assignment, factoring, or other transfer of its right to receive payments arising under this Agreement 30 days prior to the effective date of any such proposed action. Such written notice shall include the name and address of the proposed assignee/transferee, the date the assignment is to begin, and the terms of the assignment, and shall be considered delivered upon receipt of such written notice by Broker.

- b. Carrier shall be permitted only one assignment, factoring, or transfer legally in effect at any point in time. No multiple assignments, factoring, or transfers by Carrier shall be permitted.
- c. Carrier shall indemnify Broker and hold Broker harmless from any and all lawsuits, claims, actions, damages (including reasonable attorneys' fees, obligations, liabilities and liens) arising or imposed in connection with the assignment or transfer of any account or right arising thereunder where Carrier has not complied with the notification requirements of this section. Carrier also releases and waives any right, claim or action against Broker for amounts due and owing under this Agreement where Carrier has not complied with the notice requirements of this section.

12. TERM & TERMINATION

The term of this Agreement shall be one year from the date hereof and thereafter it shall automatically be renewed for successive one-year periods, unless terminated upon 30 days' prior written notice by either Party, with or without cause. In the event of termination of this Agreement for any reason, the Parties shall be obligated to complete performance of any work in progress in accordance with the terms of this Agreement. All notices, requests, demands, and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given: (i) upon personal delivery to the Party to be notified, (ii) when sent by confirmed electronic mail or facsimile if sent during normal business hours of the recipient, and if not so confirmed, then on the next business day, (iii) five days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (iv) one day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent to the respective Parties at their address as set forth above or to such e-mail address, facsimile number, or address as subsequently modified by written notice given in accordance with this Section 12.

13. RESTRICTION AGAINST BACK-SOLICITATION

- a. Carrier shall not solicit Broker business, transportation services, shipping services, or other traffic from any shipper, owner, consignor, consignee, or customer of Broker, if (i) the availability of such business first became known to Carrier as a result of Broker's efforts or this Agreement; or (ii) where the business of the shipper, owner, consignor, consignee or customer of Broker was first introduced to Carrier by Broker or Broker's agent.
- b. In the event of Carrier's breach of the above-described restriction against back-solicitation, Carrier shall be liable for the payment to Broker of omission of 15% of the gross transportation revenue received by Carrier, directly or indirectly, from such shipper, owner, consignor, consignee, or customer of Broker for a period of one year. In addition, Broker shall have the right to enforce this covenant by temporary

restraining order and/or injunction, and shall have the right to collect Broker's actual damages from Carrier.

14. CONFIDENTIALITY

- a. The Parties agree that all information furnished by on Party to the other in the course of performing work or rendering services under this Agreement shall be deemed to be confidential and proprietary information of the disclosing Party and, if applicable, its customers. The Party receiving the information agrees not to disclose any such information to any third party, nor to use such information other than in the performance of work or rendering services under this Agreement.
- b. Carrier agrees not to use Broker's or Broker's customers' names for promotional or other purposes without prior written consent from the corresponding party.

15. NO CARRIER LIEN

Carrier shall have no lien, and hereby expressly waives its rights to any lien on any freight tendered under this Agreement, or other property of the Broker or its customers.

16. WAIVER

The Parties expressly agree to waive all rights and remedies available under the Interstate Commerce Act as amended, and the regulations enacted thereunder, except as otherwise provided in this Agreement, and excepting those provisions contained therein that govern registration, insurance and safety fitness.

17. GOVERNING LAW & VENUE

- a. The Parties agree that this Agreement shall be construed under the laws of the State of Delaware.
- b. In the event either Party incurs attorney's fees, costs, or expenses in enforcing any of the provision of this Agreement, or in exercising any right or remedy arising out of any breach of this Agreement by the other Party, the prevailing Party shall be entitled to an award of attorney's fees, costs, and expenses against the other Party.

18. MISCELLANEOUS

- a. This Agreement constitutes the entire agreement and understanding between the Parties and supersedes any and all prior agreements understandings, either oral or written.

- b. Broker may amend this Agreement by means of a written amendment, provided that it promptly transmits the same to the Carrier in accordance with Section 12 hereof and confirms receipt by Carrier. Said modification or amendment shall become effective three days after mailing or transmission by Broker. Carrier's continued acceptance of freight tendered by Broker or Broker's customers thereafter shall constitute acceptance by Carrier of such amendment.
- c. Neither Party shall assign this Agreement or any rights deriving herefrom without the prior written consent of the other Party.
- d. This Agreement shall not be rendered unenforceable by virtue of any failure or alleged failure to comply with the provisions of any statute or regulation applicable to transportation contracts, and the Parties expressly waive any right that they might otherwise have to challenge the validity of this Agreement on such grounds, which waiver shall be binding on their respective assigns, heirs, or successors in interest.
- e. In the event any provision of this Agreement shall be construed as or declared to be invalid, unenforceable or unconstitutional, then said provision shall be considered severed from this Agreement to the extent of such invalidation, unenforceability, or unconstitutionality; no other terms shall be affected and the unaffected terms shall remain valid and enforceable as written.
- f. This Agreement was negotiated by the Parties with the benefit of legal representation, and any rule of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any Party shall not apply to any construction or interpretation hereof.
- g. This Agreement may be executed in one or more counterparts and each of such counterpart shall for all purposes be deemed an original, but all such counterparts together shall constitute one and the same instrument. Signatures of the Parties transmitted by facsimile, PDF, or other electronic file shall be deemed to be their original signatures for all purposes and the exchange of copies of this Agreement and of signature pages by facsimile transmission, PDF, or other electronic file shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. At the request of any Party hereto, all Parties hereto agree to execute an original of this Agreement as well as any facsimile, telecopy, PDF or other reproduction thereof.

In Witness Whereof, the Parties hereto execute this Agreement as of the date first written herein above.

BROKER,

CARRIER,

MC#: 1802352

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____





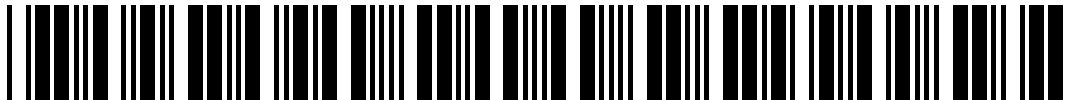
Carrier Packet Checklist

KKURO LOGISTIC LLC (Broker) | MC# 1802352

- Operating authority certificate
- Certificate of insurance
- Signed broker carrier agreement
- W-9 form
- Carrier profile
- Certificate of safety rating
- Rate confirmation sheet
- Accessorial fees

Authorized Signature: _____ Date: _____

Printed Name: _____ Title: _____



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	CERT	COPY
03/09/2026	202606600890	OHIO LLC - ARTICLES OF ORGANIZATION (LCP)	99.00	0.00	0.00	0.00

Receipt

This is not a bill. Please do not remit payment.

KKURO LOGISTIC
335 SMITH STREET NW
CANTON, OH 44708

**STATE OF OHIO
CERTIFICATE**

Ohio Secretary of State, Frank LaRose
5569747

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

KKURO LOGISTIC LLC

and, that said business records show the filing and recording of:

Document(s)

OHIO LLC - ARTICLES OF ORGANIZATION

Effective Date: 03/07/2026

Document No(s):

202606600890



United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the
Secretary of State at Columbus, Ohio this
9th day of March, A.D. 2026.

Ohio Secretary of State