

BROKER-CARRIER AGREEMENT

THIS AGREEMENT is made on this _____ day of _____, 2025 (the "Effective Date"),

BETWEEN

PJF Ventures LLC (the "BROKER"), located at
252 Turner Road, Mead, OK 73449

AND

(the "CARRIER"), located at

NOW THEREFORE, IN CONSIDERATION of the mutual promises and covenants contained herein, the parties hereto agree to enter into this contract on the terms and conditions set forth below.

1. TERM OF AGREEMENT

1.1 This Agreement shall be effective from _____ and shall continue in effect until terminated by either Party upon thirty (30) days written notice to the other Party.

2. SCOPE OF AGREEMENT

2.1 CARRIER shall transport freight under its own operating authority and subject to its own carrier liability insurance coverage, for BROKER and its shipping customers.

3. CARRIER'S OPERATING AUTHORITY AND COMPLIANCE WITH LAW

3.1 CARRIER represents that it is a duly and legally qualified carrier of property, authorized to provide transportation services contemplated herein. CARRIER agrees to comply with all federal, state, and local laws regarding the provision of such transportation services.

4. CARGO LIABILITY

4.1 CARRIER shall issue a standard Bill of Lading in compliance with 49 U.S.C. §80101 et seq., 49 C.F.R. §373.101 (and any amendments thereto), for the property it receives for transportation under this Agreement.

5. INDEPENDENT CONTRACTOR

5.1 The relationship of the CARRIER to the BROKER shall, at all times, be that of an independent contractor.

6. PAYMENT AND CHARGES

6.1 The BROKER agrees to pay CARRIER for the transportation services performed under this Agreement in accordance with the rates and charges as agreed upon in writing for each shipment. The BROKER shall make payment to the CARRIER within thirty (7) days of receipt of the Bill of Lading or Proof of Delivery, provided CARRIER has submitted its freight bill invoice and required delivery documents.

7. CONFIDENTIALITY AND NON-SOLICITATION

7.1 Unless required by law, CARRIER will not disclose to any third party its rates, its agreement with BROKER, or the terms of this Agreement.

8. INDEMNIFICATION

8.1 CARRIER shall defend, indemnify, and hold BROKER harmless from any claims, actions or damages, arising out of its performance under this Agreement.

9. INSURANCE

9.1 CARRIER shall maintain insurance as required by the Federal Motor Carrier Safety Administration and any other applicable regulatory agency.

10. ASSIGNMENT/MODIFICATION/BENEFIT OF AGREEMENT

10.1 This Agreement may not be assigned or transferred in whole or in part, and supersedes all other agreements and all tariffs, rates, classifications and schedules published, filed or otherwise maintained by CARRIER.

11. DISPUTES

11.1 All disputes arising under this Agreement shall be governed by and interpreted in accordance with the laws of the state of Oklahoma, without regard to its conflict of law principles, and applicable federal transportation laws.

12. BROKER'S RESPONSIBILITIES

12.1 BROKER agrees to conduct all billing services to shippers, consignees, or other parties responsible for payment. The BROKER will also handle all necessary billing adjustments, and provide necessary customer service duties on behalf of the CARRIER through factoring company.

13. CARRIER'S RESPONSIBILITIES

13.1 CARRIER shall assume full control and responsibility for all freight under its possession, custody, or control. The CARRIER shall be liable for any loss, delay, or damage to commodities agreed to be transported hereunder.

14. FUEL SURCHARGE

14.1 If applicable, a fuel surcharge schedule will be agreed upon and paid to the CARRIER, in addition to transportation charges negotiated on any shipment.

15. BACK SOLICITATION / INTERFERENCE WITH BUSINESS

15.1 CARRIER will not solicit freight shipments (or accept shipments) from any shipper, consignor, consignee, or customer of BROKER where the availability of such shipments first became known to CARRIER as a result of BROKER's efforts, or the traffic provided (or caused to be provided) by BROKER to CARRIER.

16. RECORDS

16.1 CARRIER will permit BROKER to inspect all records related to the services provided to BROKER under this Agreement.

17. FORCE MAJEURE

17.1 If any part of this Agreement cannot be performed as agreed due to causes beyond either Party's control, such as natural disasters, acts of government, labor disputes, this Agreement shall be suspended for the duration of such event(s).

18. NOTICES

18.1 All notices under this Agreement shall be given in writing, sent by certified mail, return receipt requested, or by reputable nationwide overnight delivery service to the address of each Party as specified in this Agreement or as subsequently modified by written notice.

19. ENTIRE AGREEMENT

19.1 This Agreement, including Appendices or Addenda, contains the entire agreement and understanding between the Parties and supersedes all proposals and all other agreements (oral and written) between the Parties relating to the subject matter. No modification or alteration of this Agreement shall be valid unless in writing and signed by both Parties.

20. COUNTERPARTS

20.1 This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

-SIGNATURE PAGE FOLLOWS-

IN WITNESS WHEREOF, the parties have executed this BROKER-CARRIER AGREEMENT as of the Effective Date.

BROKER: PJF Ventures, LLC DBA PJF Ventures Freight & Logistics

Signature: _____

Name: _____

Title: _____

Date: _____

CARRIER:

Signature: _____ ✓

Name: _____

Title: _____

Date: _____

