

## BROKER-SHIPPER AGREEMENT

This Broker-Shipper Agreement ("Agreement") is entered into and effective as of the date the last Party signs below ("Effective Date"), is by and between All Girls Transportation & Logistics, Inc., an Illinois corporation d/b/a AGT Global Logistics, with its principal place of business at 999 Oakmont Plaza Drive, Suite 150, Westmont, IL 60559 ("Broker") and \_\_\_\_\_, a(an) \_\_\_\_\_, having its principal place of business at \_\_\_\_\_ ("Shipper"). Broker and Shipper may be referred to herein individually as a "Party," and collectively as the "Parties").

### WITNESSETH

WHEREAS, Broker is duly registered with the Federal Motor Carrier Safety Administration ("FMCSA") as a property transportation "Broker," as that term is defined under 49 U.S.C. §13102(2) and is authorized to conduct business under license number MC-557088-B; and

WHEREAS, Broker is authorized to contract with third-party carriers (each a "Carrier," and collectively, "Carriers") for interstate and intrastate transportation of property and related services ("Services") on behalf of various shippers, receivers, consignees and consignors.

WHEREAS, Shipper, either for itself or on behalf of its customers, desires to utilize the services of Broker to facilitate the transportation of property and related services on behalf of Shipper;

NOW THEREFORE, for and in consideration of the mutual covenants and undertakings herein, the Parties hereto warrant, covenant, and agree as follows:

### TERMS OF AGREEMENT

1. **Preamble.** The Parties acknowledge and agree that the Recitals set forth above are hereby incorporated into the body of this Agreement, as though separately and specifically set forth herein.

2. **References.** Except as otherwise expressly provided herein, all references to Broker or Shipper herein shall include all owners, employees, agents, and contractors of each Party. All references to Services shall include all services contracted for between the Parties.

3. **Term.** This Agreement shall commence on the Effective Date and shall continue for one (1) year, automatically renewing for successive one-year periods unless terminated as provided herein. Either party may terminate this Agreement at any time, with or without cause, by providing thirty (30) days' prior written notice to the other party. Either party may terminate immediately upon written notice if the other party materially breaches this Agreement and fails to cure such breach within ten (10) days of receiving notice, becomes insolvent, or loses required authority or insurance. Upon termination, both Parties shall fulfill all outstanding obligations, including completion of shipments scheduled and in transit and payment for services rendered prior to termination. In addition, termination of this Agreement shall not (i) release either Party from any other liability originating prior to termination, regardless of whether any liability was known at the time of termination, (ii) release either Party from any other obligation that accrued prior to termination, nor shall it preclude either Party from exercising any remedies available at law or in equity to enforce such obligations, (iii) or terminate the Parties' rights or obligations that by the terms of this Agreement expressly survive termination.

4. **Relationship of Parties.** The Parties acknowledge and agree that the relationship of the Parties to each other is that of independent contractors, and nothing in this Agreement, or any act or omission of either Party shall be construed for any purpose to express or imply a joint venture, partnership, principal/agent, fiduciary, or employer/employee relationship between the Parties. Except as expressly provided in this Agreement, neither Party shall have the authority to bind the other Party to any obligation or representation, nor shall either Party represent to any third party that it has such authority. Broker shall not be liable for the acts, omissions, or performance of any Carrier or third party engaged to provide Services. Each Party shall retain exclusive control over the direction and management of its own business, employees, agents, and contractors.

5. **Scope of Services.** The specific details of the Services to be performed by a Carrier, including any Specialized Instructions (as defined herein) or other requirements, shall be set forth in a load tender, dispatch agreement, rate confirmation, transport contract, customer-specific addendum, and/or any exhibits or attachments thereto (collectively, the "Individual Transport Contract"). Broker shall arrange for the performance of Services solely as set forth in an Individual Transport Contract executed by an authorized representative of Broker prior to commencement of Services. Broker shall not be responsible for any obligations, representations, or services not expressly included in such executed Individual Transport Contract. Notwithstanding anything to the contrary, in the event of a conflict between the terms and conditions of this Agreement and any Individual Transport Contract signed by Broker, the terms and conditions of such Individual Transport Contract shall control, but only with respect to the specific Services covered thereby.

6. **Rates.** The rates for Services shall be set forth in an Individual Transport Contract, rate confirmation, or other written agreement between the Parties. Notwithstanding the foregoing, if rates are negotiated between the Parties but not reflected in a written agreement signed by both Parties, such rates shall become binding upon Shipper once Broker contracts with a Carrier for the performance of the applicable Services, confirmation of which may be provided by Broker in writing or electronically.

7. **Broker's Responsibility.** Broker's responsibility under this Agreement is strictly limited to arranging, but not performing, the Services for Shipper through one or more duly authorized Carriers, in accordance with the terms of this Agreement. To the extent the Services involve the transportation of property, Broker shall arrange only for the transportation of general commodities between points within the United States, and to, from, or within Canada and Mexico. Broker shall not arrange for the transportation of household goods, bulk commodities, targeted commodities, or certain Hazardous Materials (as defined herein), unless expressly agreed to in writing by the Parties and signed by an authorized representative of Broker prior to tender of the applicable shipment. Shipper acknowledges and agrees that all Carriers engaged by Broker are independent contractors and not agents or employees of Broker. Broker shall not take possession of, or assume responsibility for, the actual transportation or handling of any freight. Any reference to Broker as the "carrier" or "carrier of record" on a bill of lading or other shipping document shall be deemed made solely for administrative convenience and shall not alter Broker's status as a property broker nor impose any carrier liability upon Broker. Broker shall maintain all insurance and bonding required by applicable law for its operations as a property broker.

8. **Shipper's Responsibility.**

(a) **Instructions and Special Handling Requirements.** Shipper shall be solely responsible for providing Broker with timely, complete, and accurate instructions and a clear and thorough description of the Services to be performed, including any special handling requirements or conditions (collectively, "Specialized Instructions"). Specialized Instructions shall include, but shall not be limited to, requirements related to equipment condition, design, maintenance, or type; trailer sealing; cross-contamination restrictions; segregation or isolation of Food consignments;

equipment use or cleaning records; temperature control and monitoring; pre-cooling; transit time requirements; and any other handling or regulatory requirements applicable to any Services, whether imposed by Shipper or applicable law. Shipper shall be solely responsible for identifying and communicating any Specialized Instructions to Broker in writing. Broker shall have no obligation to arrange for or communicate any such instructions to a Carrier unless Broker has received written notice and confirmed receipt in writing. Broker's sole responsibility, if any, shall be limited to transmitting such confirmed instructions to the selected Carrier. Broker shall not be liable for any failure by Carrier to comply with such instructions or for any consequences arising from Shipper's failure to provide timely and accurate instructions. The Parties agree that any designation of Broker as "carrier" or "carrier of record" on a bill of lading or other document shall be deemed for convenience only and shall not alter Broker's status as a property broker or impose any carrier liability on Broker.

(b) **Packaging, Loading, and Facility Access.** Unless otherwise agreed in an Individual Transport Contract, Shipper shall be solely responsible for the proper packaging, loading, and unloading of all freight. Shipper warrants to Broker and Carrier that any trailers or equipment tendered for transportation are not overweight or over-dimensional and shall ensure that Carriers have safe and lawful access to loading and unloading facilities.

(c) **Food and Hazardous Materials.** If any shipment contains Food or Hazardous Materials (as defined in 49 C.F.R. §171 et seq.), Shipper shall provide written notice to Broker at the time of the initial request for Services. For shipments involving Hazardous Materials, Shipper must also provide all required documentation, including proper placarding and Material Safety Data Sheets, and shall give Broker no less than forty-eight (48) hours' advance written notice, identifying the consignor, origin, consignee, and destination. Shipper shall comply with all applicable federal, state, and local laws and regulations governing the transportation of Food and Hazardous Materials and shall be solely responsible for ensuring such compliance. The Parties acknowledge and agree that Broker has not provided, and shall not be deemed to have provided, any guidance, assistance, or control regarding Shipper's compliance with such laws or regulations. Broker reserves the right, in its sole discretion, to reject any request for Services involving Hazardous Materials, with or without cause. Shipper shall defend, indemnify, and hold harmless Broker from and against any and all claims, penalties, damages, losses, liabilities, or expenses (including reasonable attorney's fees) arising out of or related to Shipper's failure to comply with this Section or any applicable laws or regulations, including those governing the transportation of Hazardous Materials.

9. **Non-Exclusivity.** The Parties acknowledge and agree that this Agreement does not afford the other Party any exclusive rights or privileges under this Agreement and except as otherwise stated herein, either Party may contract with or otherwise provide similar services with other carriers, brokers, shippers, consignors or consignees.

10. **Invoicing and Payment Terms.** Broker shall invoice Shipper for Services in accordance with the rates and charges agreed upon by the Parties, including those set forth in any applicable Individual Transport Contract. Shipper shall remit full payment to Broker within thirty (30) days of the invoice date, without deduction, setoff, or withholding of any kind. If Shipper fails to timely remit payment to Broker, Broker reserves the right to demand immediate payment of any outstanding balance, in whole or in part. Any unpaid invoice, or portion thereof, shall accrue a finance charge of ten percent (10%) per month, or the maximum rate permitted by applicable law, whichever is greater. Shipper shall be responsible for all costs and expenses incurred by Broker in connection with the collection of unpaid amounts, including but not limited to reasonable attorney's fees, court costs, and expenses incurred through litigation, arbitration, or other collection efforts.

11. **Carrier Requirements.** Broker shall, by written contract with each Carrier providing Services to or on behalf of Shipper under this Agreement, require that such Carrier agrees to the following:

(a) **Legal Compliance and Authority.**

(i) Carrier shall maintain all authority, licensing, and permits required by applicable federal, state, provincial, territorial, and local laws and regulations in all jurisdictions where Services are performed.

(ii) Carrier shall maintain a safety rating issued by the U.S. Department of Transportation ("DOT") of no less than "Satisfactory" throughout the term of this Agreement.

(iii) Carrier shall comply with the terms of the applicable Individual Transport Contract and this Agreement in performing all Services.

(iv) Carrier shall be duly qualified to perform the Services and shall comply with all applicable laws and regulations governing such performance.

(b) **Equipment and Personnel.** Carrier shall furnish all equipment necessary to perform the Services and shall use only qualified, licensed, and properly trained personnel.

(c) **Insurance Requirements.** Carrier shall maintain insurance coverage issued by reputable and financially responsible insurers in the following minimum amounts, and shall provide proof of such coverage upon written request by Shipper:

(i) Commercial General Liability Insurance: Not less than \$1,000,000 per occurrence for bodily injury, death, and broad form property damage.

(ii) Commercial Motor Carrier (Auto) Liability Insurance: Not less than \$1,000,000 per accident, covering owned, hired, and non-owned vehicles.

(iii) Cargo Legal Liability Insurance: "All Risk" Broad Form Cargo coverage of not less than \$100,000 per occurrence.

(iv) Workers' Compensation Insurance: As required by the laws of the jurisdiction(s) in which the Services are performed.

(d) **Documentation and Delivery.** If requested by Shipper, Broker shall ensure that Carrier obtains a signed standard bill of lading or substantially similar document evidencing performance of the Services, including evidence of delivery of any property transported.

(e) **Cargo Liability and Claims.** Carrier shall be liable for any loss or damage to property in its custody, control, or possession while performing Services, and shall promptly investigate, process and resolve all cargo claims in accordance with 49 C.F.R. Part 370. Carrier shall indemnify and hold harmless Broker and Shipper from any claims, liabilities, damages, or expenses (including reasonable attorneys' fees) arising from such obligations of Carrier. Carrier shall waive any and all rights to salvage or resale of any property transported under this Agreement. Carrier shall waive any right to assert a lien on any property transported under this Agreement and shall look solely to Broker for payment.

(f) **Indemnification and Subcontracting.** Carrier shall defend, indemnify, and hold harmless Shipper from any and all losses, damages, fines, penalties, costs, or expenses (including attorneys' fees) arising out of or related to Carrier's gross negligence in performing Services under this Agreement. Carrier shall not subcontract any non-transportation Services without the prior written consent of Broker.

12. **Claims and Liability.**

(a) **Claims Assistance and Subrogation.** Broker shall reasonably assist Shipper in the filing and processing of cargo claims with the responsible Carrier. If Broker makes any payment to Shipper in connection with such a claim, Shipper automatically assigns to Broker all rights and interests in the claim, and shall provide all supporting documentation, unrestricted access to relevant witnesses, and full cooperation to enable Broker to pursue subrogation or recovery.

(b) **Specialized Instructions and Presumptions.** Any failure or alleged failure by a Carrier to comply with Specialized Instructions provided and acknowledged in accordance with this Agreement shall not, in and of itself, create a presumption that the Services were not properly performed. Shipper remains obligated to mitigate any damages arising from such failure.

(c) **Cargo Claims Filing Deadlines.** Shipper must file claims for cargo loss, damage, or shortage directly with the Carrier within six (6) months from the date of delivery or, in the case of non-delivery, the scheduled delivery date. Any civil action related to such claims must be filed within two (2) years and one (1) day from the date the Carrier or Broker provides written notice of claim denial in whole or in part.

(d) **Undercharge and Overcharge Claims.** Claims for alleged undercharges or overcharges must be filed with the appropriate Party within one hundred eighty (180) days of the date of Broker's invoice. Any legal action to recover such charges must be commenced within eighteen (18) months of the shipment's delivery date.

(e) **Delay and Consequential Damages.** Broker shall not be liable to Shipper or any third party for delay or damages arising from delay, for any reason or no reason, unless such liability is expressly assumed in a written agreement signed by an authorized representative of Broker prior to shipment tender.

13. **Limits Of Liability.** Shipper acknowledges and agrees that Broker is acting solely as a property broker and not as a motor carrier or freight forwarder. Broker shall not be liable for any loss, damage, or delay in the transportation of Shipper's property unless such liability is (i) directly and solely caused by Broker's gross negligence or willful misconduct, and (ii) expressly assumed in a written agreement signed by an authorized representative of Broker prior to the tender of the applicable shipment. In any such case, Broker's liability shall be strictly limited to the lesser of (a) the actual damages sustained by Shipper, or (b) the total amount of revenue earned by Broker for the Services at issue. In no event shall Broker's liability for loss or damage exceed \$100,000.00 in the aggregate. IN NO EVENT SHALL BROKER BE LIABLE TO SHIPPER OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, including but not limited to lost profits, loss of business, or punitive damages, regardless of the cause or theory of liability.

14. **Indemnification.** Shipper shall defend, indemnify, and hold harmless Broker, its affiliates, and their respective officers, directors, employees, and agents from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to injuries to or death of any person, or loss of or damage to property, in connection with the performance of this Agreement by Shipper, its affiliates, agents, subcontractors, or employees. Subject to the terms and limitations of this Agreement, Broker shall defend, indemnify, and hold harmless Shipper, its affiliates, and their respective officers, directors, employees, and agents from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to injuries to or death of any person, or loss of or damage to property (excluding freight), to the extent caused by the gross negligence or willful misconduct of Broker or its employees or agents. In no event shall Broker, or any Carrier contracted by Broker, be liable to Shipper for special, incidental, or consequential damages arising from loss, damage, or delay to a shipment, unless Shipper has provided

prior written or electronic notice to Broker of the nature, risk, and approximate amount of such damages, and Broker has expressly agreed in writing or electronically to accept such liability.

15. **Confidentiality.** Each Party agrees to maintain the confidentiality of all non-public, proprietary, or confidential information disclosed by the other Party in connection with this Agreement (“Confidential Information”). Neither Party shall disclose such Confidential Information to any third party without the prior written consent of the disclosing Party, except as required by law or as necessary to perform its obligations under this Agreement. This obligation shall survive the termination of this Agreement for a period of two (2) years. Confidential Information shall not include information that is or becomes publicly available through no fault of the receiving Party, is independently developed without use of the disclosing Party’s information or is lawfully obtained from a third party without restriction. In addition, Shipper agrees that all business, technical, and financial information of Broker, and of any Carrier, shipper, receiver, customer, vendor, or supplier obtained through the performance of this Agreement—including but not limited to freight rates, brokerage fees, customer identities, shipping volumes, and logistics requirements—shall be treated as Confidential Information and shall not be disclosed or used for any purpose without Broker’s prior written consent. The Parties agree that any breach of this Section may cause irreparable harm for which monetary damages may be inadequate. Accordingly, the non-breaching Party shall be entitled to seek injunctive relief in addition to any other remedies available at law or in equity. In any such proceeding, the non-prevailing Party shall be liable for all costs and expenses incurred, including reasonable attorneys’ fees.

16. **Non-Solicitation.** During the term of this Agreement and for a period of twenty-four (24) months following its termination, Shipper shall not, without Broker’s prior written consent, directly or indirectly solicit, divert, or accept business from any Carrier, shipper, receiver, customer, client, supplier, or vendor of Broker with whom Shipper had contact or became aware of through the performance of this Agreement. This restriction applies regardless of any prior relationship between Shipper and such third party. Shipper further agrees not to interfere with Broker’s business relationships or to solicit or hire any employee, contractor, or agent of Broker who was employed or engaged by Broker at any time during the preceding twenty-four (24) months. This restriction includes any attempt to induce such individuals to terminate their relationship with Broker. The Parties agree that any breach of this Section would cause irreparable harm to Broker, and that Broker shall be entitled to seek injunctive relief, without the necessity of posting a bond, in addition to any other remedies available at law or in equity, including recovery of damages and attorneys’ fees.

17. **Non-Disparagement.** During the term of this Agreement and at all times thereafter, Shipper shall not, directly or indirectly, make or publish any false, misleading, or disparaging statements—whether oral, written, or electronic—about Broker, its officers, employees, agents, affiliates, or any Carrier engaged by Broker to perform Services under this Agreement. This includes, but is not limited to, statements made via email, social media, online forums, or other public or private communications. Shipper acknowledges that any breach of this Section may cause irreparable harm to Broker’s reputation and business relationships. Accordingly, Broker shall be entitled to seek injunctive relief, without the necessity of posting a bond, and any other remedies available at law or in equity, including recovery of damages and attorneys’ fees.

18. **Force Majeure.** In the event that the performance of any obligation under this Agreement by either Party, or by a Carrier, is delayed, prevented, or otherwise affected by a cause beyond its reasonable control and not resulting from its own acts or omissions (each, a “Force Majeure Event”), such performance shall be suspended for the duration of the Force Majeure Event. Force Majeure Events include, but are not limited to: fire; labor disputes or strikes; riots; war; acts of terrorism; acts of God; severe weather conditions; acts of public enemies; national or local transportation disruptions; fuel shortages; governmental regulations or restrictions; or requisitions for national defense. The affected

Party shall promptly notify the other Party in writing of the occurrence of any Force Majeure Event and shall use commercially reasonable efforts to resume performance as soon as practicable. The suspension of performance due to a Force Majeure Event shall not constitute a breach of this Agreement and shall not invalidate the Agreement. Notwithstanding the foregoing, the obligation to make timely payment of undisputed invoices shall not be excused or suspended by a Force Majeure Event. Neither Party shall be liable to the other for any damages arising from or related to a Force Majeure Event.

19. **Notices.** All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if sent to the Parties at the address below, or such other address as the Parties may specify by written Notice to other Party and sent (i) via email, with a copy to be sent United States First Class Mail (effective when sent), (ii) via nationally recognized overnight delivery service, priority shipment (effective the next Business Day), or (iii) via certified mail (effective two Business Days after deposit in the U.S. mail) as follows:

**If to Broker:**

AGT Global Logistics  
999 Oakmont Plaza Dr. Suite 150  
Westmont, IL 60559

Attention: \_\_\_\_\_

Email: \_\_\_\_\_

**If to Shipper:**

Attention: \_\_\_\_\_

Email: \_\_\_\_\_

20. **Choice of Law.** Each Party hereto hereby irrevocably and unconditionally (i) agrees that any dispute arising out of or related to this Agreement or the Services to be performed hereunder, whether based in contract, tort or any other legal theory, notwithstanding applicable conflicts of laws rules, shall be brought in a court of competent jurisdiction in DuPage County, Illinois (and in the appropriate appellate courts therefrom); (ii) consents and submits to the personal jurisdiction of such courts in any such action, suit or proceeding; (iii) waives, to the fullest extent permitted by law, any claim, defense or objection to the venue of such courts (whether on the basis of forum non conveniens or otherwise); (iv) agrees that it will not attempt the removal of any such action, suit or proceeding to any other court; and (v) agrees that unless preempted or controlled by federal law and regulations, all questions concerning the construction, interpretation, validity, and enforceability of this Agreement shall be interpreted in accordance with 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 any other jurisdiction to apply. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY HERETO WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY LITIGATION OR TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE ARISING OUT OF OR WITH RESPECT TO THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS RELATED HERETO.

21. **Construction.**

(a) **Headings.** The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

(b) **Severability.** Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law, but if any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such provision shall be ineffective to the extent, but only to the extent, of such invalidity, illegality or unenforceability without invalidating the remainder of such invalid, illegal or unenforceable provision or provisions or any other provisions hereof, unless such a construction would be reasonable.

(c) **Complete Agreement.** The Parties agree that this Agreement, and any additional Individual Transport Contract, addenda, attachments and exhibits referenced herein and duly executed in accordance with the terms of this Agreement represent the complete and exclusive statement of the terms and conditions governing the relationship of the Parties and all Services to be performed hereunder. This Agreement, together with the Individual Transport Contract, addenda, attachments and exhibits referenced herein, whether now or subsequently executed by the Parties, exclusively and completely states the rights and obligations of the Parties hereto with respect to the subject matter hereof and supersedes all other agreements, oral or written, with respect to such subject matter.

(d) **Agreement and Modification.** Any modification or alteration of this Agreement shall have no force or effect unless in writing and signed by authorized representatives of both Parties. To the extent the Parties previously entered into an agreement, the Parties hereto agree that the Parties' prior agreement is terminated effective immediately.

(e) **Conflict of Terms.** Under no circumstances shall any modifications made by Shipper to any of the terms of this Agreement, whether in handwritten form, modified text or otherwise, be binding upon the Parties unless Broker has initialed any such modification in close proximity thereto evidencing Broker's specific acceptance of such modification. The terms and conditions of any document not specifically incorporated in this Agreement or any Individual Transport Contract, that is prepared by or on behalf of Shipper, including but not limited to any proposal, offer, rate quote, preprinted purchase order, Bill of Lading, invoice, or electronic data acknowledgment, are objected to by Broker and will not be binding on the Parties unless Broker specifically consents, in writing, to the inclusion of such terms into this Agreement. It is expressly agreed that except as expressly provided herein, any additional or conflicting terms not expressly incorporated into this Agreement pursuant to the terms hereof are void and unenforceable.

(f) **Business Day.** Business Day shall mean any day other than a Saturday, Sunday or a day on that is a national holiday observed by federal banks. If the date for performance by any Party to this Agreement falls on a day other than a Business Day, the period shall be deemed to be extended to the next Business Day.

22. **Non-Waiver.** If either Party fails to enforce or waives the breach of any term, condition or provision of this Agreement, such action or inaction shall not operate as a waiver of any subsequent failure or breach of any term, condition or provision of this Agreement and shall not affect or limit the right of any Party, in law or equity, thereafter to enforce such a failure or breach arising out of, connected with or related to this Agreement.

23. **Specific Performance.** Carrier agrees that in addition to any other remedies available at law or equity, Broker shall be entitled to seek specific performance and other injunctive relief against Carrier to enforce a breach of the terms of this Agreement without the necessity of proving actual damages or securing or posting a bond, and Carrier waives any right to oppose any action seeking specific performance or other injunctive relief on the basis that monetary damages would provide an adequate

remedy.

24. **Counterparts**. This Agreement may be executed in any number of counterparts, each of which when executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement. The Parties may deliver such counterparts by email transmission which shall be binding on the Parties as originals.

25. **Electronic Signature**. This Agreement and all ancillary documents may be executed by electronic or digital signature and delivered by electronic mail in portable document format (.pdf) form, or by any other electronic means. The signature of any person thereon, for purposes hereof, is to be considered as an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature on an original document. At the request of any Party hereto, any electronic document is to be re-executed in its original form by the persons who executed the electronic document. No Party hereto may raise the use of electronic means or the fact that any signature was transmitted through the use of electronic means as a defense to the enforcement of this Agreement.

26. **Authority**. Any person executing this Agreement on behalf of a corporation, partnership or other entity warrants that he or she has been duly authorized by such entity to execute this Agreement on its behalf pursuant to duly adopted resolutions, order or the court or some other document or agreement empowering him or her to do so.

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

**BROKER:**

All Girls Transportation & Logistics, Inc., an  
Illinois corporation d/b/a AGT Global Logistics

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**SHIPPER:**

\_\_\_\_\_,  
a \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_