

EXHIBIT A

SERVICE TERMS AND CONDITIONS APPLICABLE TO ALL KOCH AGREEMENTS

The following terms and conditions apply to all transportation services provided by Stan Koch & Sons Trucking, Inc. ("Koch") to any and all freight brokers, 3PLs, LTLs and/or shippers, consignors, consignees or freight owners (collectively "Broker or Brokers"), notwithstanding any other terms, conditions or agreements, written, sought to be "incorporated by reference", located anywhere, electronically or otherwise. Any agreement, contract, rate confirmation, bill of lading, shipping ticket and/or any other document relating to the transportation services provided by Koch shall include, be subject to, superseded by and/or subordinate to the terms and conditions of this Exhibit A entitled: SERVICE TERMS AND CONDITIONS APPLICABLE TO ALL BROKER AGREEMENTS ("Exhibit A"), notwithstanding any terms or conditions of any document(s) to the contrary. In the event of any conflict between the terms and conditions of any other agreement, the terms and conditions of this Exhibit A shall strictly govern. Tender of any freight or business to Koch by Broker(s) (the "Parties") shall constitute Broker's acceptance of this Exhibit A. All agreements are by and between the Parties only, and binding upon Koch only if signed by an authorized representative of Koch. Broker has no authority to bind Koch to any agreement, promise, purchase or other obligation whatsoever on behalf of Koch. All transportation services may be terminated at any time by Koch upon thirty (30) days' notice, with or without cause.

PAYMENT TERMS. Broker shall remit to Koch freight charges in full as invoiced by Koch within thirty (30) days from the date of the Koch invoice, and "time is of the essence" for payment to Koch. Broker shall be liable to Koch for services rendered regardless if Broker has received payment from the shipper or other Broker customer. In the event Broker or Broker's customer fails or refuses to timely pay Broker or Koch for services performed by Koch, or Broker's Customer pays Broker but Broker does not pay Koch, Koch may seek recovery of any charges due directly from the Broker, shipper(s), consignee(s) or any other third-parties. In any such case, Koch may simultaneously file a bond claim, charge or action at law against Broker or any third-person or entity for payment of charges due. Koch shall have two (2) years from the date of default within which to seek said third-party collection of freight bills and charges, and in no event, less than eighteen (18) months to seek such collection. "Stated" or "Declared" values, "prepaid" terms and/or any penalties, interest, fines, late charges, pay offsets, pay reductions or any "liquidated damages", or terms or conditions contained in any agreement, confirmation, delivery document or any other documents, shall not be binding upon Koch and otherwise void. Automatic and/or strict Koch liability, admissions or "upon breach" or non-performance liability provisions, are all void. All Koch liability or obligation(s) based upon "Broker's opinion(s)", are void. If there is no applicable rate agreed upon for a load, the rate billed by Koch shall be the agreed-upon rate for that load. Broker shall not reduce, offset or redirect any payment or other amount to be directed to, due or owed to Koch, to Broker or any other service provider, carrier or third-party. Koch shall at all times be deemed a "contract carrier" and not a "common carrier", in the provision of any transportation services by Koch. Koch may decline any orders or request(s) for transportation services for any reason, in Koch's sole and absolute discretion. Koch shall not be responsible for any automatic or "upon event" liability or reimbursement obligations relating to any cost, expense, charge, re-consignment claim, transportation charge, handling or re-packaging charges or transfer of commodity expense, including any other "transfer of freight" damages. Any transfer or reconsignment of freight from Koch's possession to another person or entity requested by Broker prior to the original delivery terms, shall be performed and completed by Broker strictly as required by law, and Broker shall be responsible for, and indemnify, defend and hold Koch harmless from, any and all expense

and liability arising therefrom. Any deadline less than 180 days for Koch to invoice transportation rates and charges to Broker shall be void.

INSURANCE AND LIABILITY. \$100,000 shall be Koch's maximum cumulative cargo loss, damage, cost, expense, fine, penalty, claim and/or other cargo liability, per conveyance shipment (and not per bill of lading or other delivery document). Koch shall not be liable for loads or to insure any loads with values exceeding \$100,000 unless agreed to in writing by an officer or the General Counsel of Koch, prior to shipment transport. Koch shall become responsible for loss or damage to freight only after Koch signs the bill of lading or commences actual freight transport to consignee, and liability shall be determined under 49 USC §14706 ("Carmack Amendment") to the degree of Koch's proximate fault, and subject to this Exhibit A. Koch makes no "guarantees" or "warranties" in any agreement, at any time. Koch is not liable for any loss or damage to freight that is shipper load or count, concealed, due to the inherent vice or nature of the freight or in the event Koch is unable to inspect the freight for any reason. Koch reserves all warehouseman lien and other lien rights provided by law. Koch shall be entitled to a reasonable time to inspect all allegedly damaged freight, and all inspection and report materials shall be confidential to Koch. Any and all overages, shortages or damages ("OS&D") must be recorded by the consignee upon the bill of lading or other delivery documents at the time of delivery, or all deliveries shall be "without exception", and OS&D waived. Koch shall not be responsible for any additional duty, obligation or standard of care terms or conditions different or greater than strictly provided by applicable law. Any termination of services shall be subject to all Koch rights; any terms seeking to limit Broker obligations upon termination shall be void.

INDEMNIFICATION. Only if and when requested of Koch in writing, Koch shall indemnify, defend and hold harmless Broker, and its employees, officers and directors ("Indemnitees") only, from any third-party claims (not including any municipal, state, federal or other governmental authority, agency or office claims), liabilities, losses, damages or injuries (the "Claims"), but all only to the degree proximately and directly caused by Koch negligence. Koch shall not so indemnify, defend or hold harmless any Indemnitee if any Indemnitee has by its acts or omissions negligently or willfully caused or contributed to the Claims, in whole or in part. Broker shall immediately notify Koch of any actions or events creating alleged indemnification, hold-harmless or defense obligations hereunder. No Koch indemnification, defense and/or hold-harmless agreement or obligation shall apply to any freight or cargo claims, negligent hire or retention claims, Koch employee or subcontractor employee direct or derivative claims, or any first-party claims.

INSURANCE RIGHTS. Neither Koch nor its insurers waive any rights of subrogation, name Broker or any other party as "Additional Insured", provide any "broad form", "Primary" or "Payee" coverage(s) and/or provide any comprehensive or "blanket" liability insurance whatsoever, all regarding any insurance coverage maintained or provided by Koch, or relating to any claims, losses, expenses, fines, penalties, injuries (including death), damages, assessments or liabilities of any kind or nature arising out of any transportation services provided by Koch. Terms and conditions related to refrigerated or temperature-controlled transportation service obligations placed upon Koch, shall be void.

CONSEQUENTIAL DAMAGES. Koch shall not be liable under any circumstances for any Consequential, Special, Indirect, Incidental, Economic or Punitive Damages (including, without limitation, lost profits or lost business opportunity), or attorney fees, costs, disbursements, collection costs or other amounts alleged to have been incurred or suffered by Broker under any agreement, all even if notice thereof has been given or received, or such damages were foreseeable. Koch shall not be liable under any contractual or tort theories of strict or automatic liability under any circumstances, and reserves the right at all times to contest all fines, assessments, damages, losses, charges or other claims or allegations of Broker or any third-parties. If any term of this Exhibit A fails or cannot be enforced, all other terms shall survive to the fullest extent permitted by law. Koch shall not be liable for any payments or claims made or assumed by Broker to any other person or entity for alleged claims against or involving Koch.

NO OFFSET. Broker shall not offset, withhold or re-direct any amounts for claims of any kind, against any money owed to Koch, arising out of any Koch transportation service or other agreement with Koch. All cargo claims and valuations must be filed, processed and determined in accordance with 49 CFR 370, 49

CFR 1005, and 49 USC §14706 (“Carmack Amendment”), and Koch shall be liable thereunder to the degree of Koch’s proximate fault only. Koch shall be entitled to a fair-market value offset against any and all cargo claims. No assignment to Broker of Koch’s right to collect freight charges from shipper or any other responsible party shall be valid unless consented to in writing by Koch, and Koch is paid all amounts owed under any transportation agreement, all in Koch’s sole discretion. All Koch services are provided under “reasonable dispatch”, and subject to *force majeure* events beyond Koch’s control including, without limitation, dangerous weather or road conditions. All agreements shall be non-assignable by Broker. Broker shall maintain at all times a performance bond in accord with law; no “trust agreements” permitted. Load confirmations and other delivery documents for a certain load shall apply to that load only.

BACK SOLICITATION. Koch will not directly solicit freight from any of Broker’s customers known to Koch during the term of the agreement and for a period of one (1) year after the termination of the agreement if: (1) the availability of such freight first became known to Koch solely as a result of Broker’s efforts, and (2) the freight was first tendered to Koch by Broker. If Koch violates this provision, Koch agrees to pay Broker a commission of no more than ten percent (10%) of the net collected billed line haul revenue from that Broker customer, during said one year period. All terms or conditions regarding back-solicitation by Koch shall not apply if Koch has had any prior contact with any purported shipper, consignor, consignee or Broker customer, or if Broker is in violation of any term or condition of this or any other agreement with Koch.

DISPUTE RESOLUTION. In the event of any legal action, dispute, litigation, arbitration, mediation or other dispute resolution action(s) between the Parties arising out of or related to any agreement or Koch transportation services, Koch shall not be liable for any costs, disbursements or attorney fees under any agreement or circumstance. Koch may recover attorney fees, disbursements and costs from Broker in any collection, dispute or legal action. Broker understands and agrees that by entering into any agreement with Koch, Broker is subject to and must abide by the laws, venue and jurisdiction of the courts located in the State of Minnesota. Broker waives any claim that said courts lack jurisdiction to adjudicate any disputes arising out of the agreement or that Minnesota is an “inconvenient forum”. Koch does not waive any jury trial rights or any rights possessed by Koch relating to the legal requirements of all notice(s), service of legal actions or process, personal or subject matter jurisdiction, or otherwise. All notices by Broker to Koch shall include a notice sent to: Koch Companies, Attn: Legal Department, 4200 Dahlberg Drive, Minneapolis, Minnesota 55422.

CONTROLLING PROVISIONS. There are no intended or incidental third-party beneficiaries to any Koch agreements. In the event of any conflict between this Exhibit A and any other document, term or agreement, this Exhibit A shall always control without resort or regard to any rules of construction, or extrinsic evidence. The provisions of this Exhibit A are the sole terms and conditions of any agreement between the Parties relating to the subject matter or section under consideration (e.g., including any “indemnification”, “insurance”, “Koch liability” and “back-solicitation” sections), and notwithstanding any inconsistent, contrary, different and/or additional terms and conditions to this Exhibit A contained in any document(s). Broker terms or conditions purporting to incorporate other documents by reference or electronically, seeking to amend, change, modify, supplement, void or prohibit the within language or application of this Exhibit A in any respect, to seek to impose any personal obligations upon Koch signatories, or to require documents to be signed “as is” or without any changes, are all hereby completely superseded, redacted and/or stricken from said document(s) and any agreements, and void. Koch’s obligations including supervision, control, financial responsibility and/or any other operational authority of any type refer strictly to Koch operations and employees only, and not to any non-employees, independent contractors, manufacturers, vendors, merchants, customers, Broker, or any other third-persons or hires. Nothing herein or in any law or agreement with Koch shall be construed or interpreted to classify any non-employees, independent contractors, manufacturers, vendors, merchants, customers, Broker or any other third-persons or hires as Koch employees, at any time. All agreements are by and as between the signatory Parties only. Koch shall not be required to favor one customer’s business or business needs over another person or entity (or provide any “most favored” status). Any terms and conditions contained in Broker tariffs, rules or other printed terms and conditions, are void and of no effect. Any terms requiring “immediate” performance(s) or action(s) by Koch shall mean “promptly”. Both

parties waive 49 USC Section 14101 to the degree superseded by the terms and conditions of this Exhibit A. Koch provides all transportation services as an independent contractor only, and shall not be engaged with any person or entity in any "joint venture", partnership, principal/gent, employer/employee, fiduciary, parent/subsidiary or other such relationship implying a lack of independent operation by Koch at any time.

CONFIDENTIALITY TERMS. Only if and when a confidentiality agreement is requested of and agreed-to by Koch in writing, any terms of confidentiality thereof shall be mutual between the Parties, automatically and fully terminate no later than three (3) years from the effective date of the agreement, and be subject to any and all disclosures required by law, legal process or to enforce any agreement between the parties, including this Exhibit A. Terms and conditions providing automatic "irreparable harm", legal remedies, liability or other relief (equitable or legal) against Koch without proof or legal process as required by law, shall be void. Koch shall not be required to seek any protections, limitations or otherwise challenge or contest, on behalf of any Broker, any such disclosure of confidential information by Koch.

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