

**BROKER - CARRIER AGREEMENT**

This Agreement is entered into on \_\_\_\_\_, by and between both Logikor Inc. and Logikor USA Inc., ("BROKER"), a Registered Property Broker, License number MC534643, and \_\_\_\_\_, a Registered Motor Carrier, Permit/Certificate No. DOT \_\_\_\_\_ ("CARRIER"); collectively, the "Parties". ("Registered" means operated under authority issued by the Federal Motor Carrier Safety Administration (or its predecessors) within the U.S. Department of Transportation).

**1. CARRIER REPRESENTS AND WARRANTS THAT IT:**

A. Is a Registered Motor Carrier of Property authorized to provide transportation of property under contracts with shippers and receivers and/or brokers of general commodities.

B. Shall transport the property, under its own operating authority and subject to the terms of this Agreement.

C. Makes the representations herein for the purpose of inducing BROKER to enter into this Agreement.

D. Agrees that a Shipper's insertion of BROKER's name as the carrier on a bill of lading shall be for the Shipper's convenience only and shall not change BROKER's status as a property broker nor CARRIER's status as a motor carrier. BROKER is not a motor carrier and assumes no motor carrier responsibility for cargo loss and damage in the event that the National Motor Freight Traffic Association (NMFTA) (effective in August 2016), form of bill of lading is utilized.

E. Will not re-broker, co-broker, subcontract, assign, interline, or transfer the transportation of shipments hereunder to any other persons or entity conducting business under a different operating authority, without prior written consent of BROKER. If CARRIER breaches this provision, among all other remedies (whether at equity or in law), BROKER shall have the right of paying the monies it owes CARRIER directly to the delivering carrier, in lieu of payment to CARRIER. Upon BROKER's payment to delivering carrier, CARRIER shall not be released from any liability to BROKER under this Agreement or otherwise, including any claims under MAP-21 (49 U.S.C. § 13901 et seq.). In addition to the indemnity obligation in Par 1.H, CARRIER will be liable for consequential damages for violation of this provision.

F. (i) Is in, and shall maintain compliance during the term of this Agreement, with all applicable federal, state and local laws relating to the provision of its services including, but not limited to: transportation of Hazardous Materials (including the licensing and training of Haz-Mat qualified drivers), as defined in 49 C.F.R. §172.800, §173, and §397 et seq. to the extent that any shipments hereunder constitute Hazardous Materials; 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, controlled substances and alcohol testing, and hours of service regulations; sanitation, temperature, and contamination requirements for transporting food, perishable, and other products, including without limitation the Food Safety Modernization Act, the Sanitary Food Transportation Act of 2005 and the FDA's Final Rule pertaining to Sanitary Transportation of Human and Animal Food, qualification and licensing and training of drivers; implementation and maintenance of equipment safety regulations; maintenance and control of the means and method of transportation including, but not limited to, performance of its drivers; all applicable insurance laws and regulations including but not limited to workers' compensation. CARRIER agrees to provide proof of compliance upon request.

(ii) Is solely responsible for any and all management, governing, discipline, direction and control of its employees, owner/operators, and equipment with respect to operating within all applicable federal and state legal and regulatory requirements to ensure the safe operation of CARRIERS vehicles, drivers and facilities. CARRIER and BROKER agree that safe and legal operation of the CARRIER and its drivers shall completely and without question govern and supersede any service requests, demands, preferences, instructions, and information from BROKER or BROKER's customer with respect to any shipment at any time.

G. CARRIER will notify BROKER immediately if its federal Operating Authority is revoked, suspended or rendered inactive for any reason; and/or if it is sold, or if there is a change in control of ownership, and/or any insurance required hereunder is threatened to be or is terminated, cancelled, suspended, or revoked for any reason.

H. CARRIER shall defend, indemnify and hold BROKER and its shipper customer harmless from any claims, actions or damages, arising out of its performance under this Agreement, including cargo loss and damage, theft, delay, damage to property, and personal injury or death. Neither Party shall be liable to the other for any claims, actions or damages due to the negligence or intentional act of the other Party, or the shipper. The obligation to defend shall include all costs of defense as they accrue.

I. Does not have an "Unsatisfactory" safety rating issued by the Federal Motor Carrier Safety Administration (FMCSA), U.S. Department of Transportation, and will notify BROKER in writing immediately if its safety rating is changed to "Unsatisfactory" or "Conditional". Authorizes BROKER to invoice CARRIER's freight charges to shipper, consignee, or third parties responsible for payment.

J. Has investigated, monitors, and agrees to conduct business hereunder based on the creditworthiness of BROKER and is granting BROKER credit terms accordingly.

K. For the benefit of the BROKER and any and all shippers, consignors, consignees, receivers, and any other parties with any interest to the transportation of the property. CARRIER warrants that: To the extent that any shipments subject to this Agreement are transported within the State of California, all equipment including but not limited to: semi-trailers, containers, truck vans, shipping containers, and railcars, and Semi-Tractors that haul them under this Agreement are in compliance with (i) the California Air Resources Board (ARB) Heavy-Duty Vehicle Greenhouse Gas (Tractor-Trailer GHG) Emission Reduction Regulations, and (ii) all refrigerated equipment utilized within the state are in full compliance with the California Air Resources Board (ARB) Transport Refrigerated Unit (TRU) Airborne Toxic Control Measure (ATCM), and in-use regulations, and (iii) the California Air Resources Board (ARB) Truck and Bus Regulation or On-Road Heavy-Duty Diesel Vehicles (In-Use) Regulation. CARRIER shall defend, indemnify, hold harmless and be liable to BROKER and any and all shippers, consignors, consignees, receivers, and any other parties with any interest to the transportation of the property for any penalties, or any other liability, imposed on the same, or assumed by BROKER due to penalties imposed on BROKER'S customer(s) because of CARRIER'S use of non-compliant equipment.

## **2. BROKER RESPONSIBILITIES:**

A. SHIPMENTS, BILLING & RATES: BROKER shall offer CARRIER at least one (1) loads/shipments annually. BROKER shall inform CARRIER of (i) place of origin and destination of all shipments; and (ii) if applicable, any special shipping and handling instructions, special equipment requirements, or value of shipments in excess of the amount specified in Par. 3D below, of which BROKER has been timely notified.

B. BROKER agrees to conduct all billing services to shippers, consignees, or other parties responsible for payment. CARRIER shall invoice BROKER for its (CARRIER's) charges, as mutually agreed in writing, by fax, or by electronic means, contained in BROKER's Load Confirmation Sheet(s) / dispatch sheets incorporated herein by this reference. Additional rates for truckload or LTL shipments, or modifications or amendments of the above rates, or additional rates, may be established to meet changing market conditions, shipper requirements, BROKER requirements, and/or specific shipping schedules as mutually agreed upon, and shall be confirmed in writing (or by fax or email) by both Parties. Any such additional, modified, or amended rates, changes in rates shall automatically be incorporated herein by this reference.

C. RATES: Additionally, any rates, which may be verbally agreed upon, shall be deemed confirmed in writing where CARRIER has billed the agreed rate and BROKER has paid it. All written confirmations of rates, including confirmations by billing and payment, shall be incorporated herein by this reference. Rates or charges, including but not limited to stop-offs, detention, loading or unloading, fuel surcharges, or other accessorial charges, tariff rates, released rates or values, or tariff rules or circulars, shall only be valid when their terms are specifically agreed to in a writing signed by both Parties.

D. PAYMENT: The Parties agree that BROKER is the sole party responsible for payment of CARRIER'S charges. Failure of BROKER to collect payment from its customer shall not exonerate BROKER of its obligation to pay CARRIER. BROKER agrees to pay CARRIER'S invoice within 45 days of receipt of the bill of lading or proof of delivery, provided CARRIER is not in default under the terms of this Agreement. If BROKER has not paid

Initials \_\_\_\_\_(Broker) \_\_\_\_\_(Carrier)

CARRIER's invoice as agreed, and CARRIER has complied with the terms of this Agreement, CARRIER may seek payment from the Shipper or other party responsible for payment after giving BROKER 30 (business days) advance written notice. CARRIER shall not seek payment from Shipper, consignees, or third parties, if they can prove payment to BROKER.

E. **BOND:** BROKER shall maintain a surety bond /trust fund as agreed to in the amount of (not less) than \$75,000.00 and on file with the Federal Motor Carrier Safety Administration (FMCSA) in the form and amount not less than that required by that agency's regulations.

F. BROKER will notify CARRIER immediately if its federal Operating Authority is revoked, suspended, or rendered inactive for any reason; and/or if it is sold, or if there is a change in control of ownership, and/or any insurance required hereunder is threatened to be or is terminated, canceled, suspended, or revoked for any reason.

G. BROKER's responsibility is limited to arranging for, but not actually performing, transportation of a shipper's freight.

### 3. **CARRIER RESPONSIBILITIES:**

A. **EQUIPMENT:** Subject to its representations and warranties in Paragraph 1 above, CARRIER agrees to provide the necessary equipment and qualified personnel for completion of the transportation services required for BROKER and/or its customers. CARRIER will not supply equipment that has been used to transport hazardous wastes, solid or liquid, regardless of whether they meet the definition in 40 C.F.R. §261.1 et. seq. CARRIER will furnish equipment for transporting cargo which is sanitary, and free of any contamination, suitable for the particular commodity being transported and which will not cause in whole or in part adulteration of the commodity as defined in 21 U.S.C § 342. CARRIER agrees that all shipments will be transported and delivered with reasonable dispatch, or as otherwise agreed in writing.

B. **BILLS OF LADING:** CARRIER shall sign a bill of lading, produced by shipper or CARRIER in compliance with 49 C.F.R. §373.101 (and any amendments thereto), for the property it receives for transportation under this Agreement. Unless otherwise agreed in writing, CARRIER shall become fully responsible/liable for the freight when it takes/receives possession thereof, and the trailer(s) is loaded, regardless of whether a bill of lading has been issued, and/or signed, and/or delivered to CARRIER, and which responsibility/liability shall continue until delivery of the shipment to the consignee and the consignee signs the bill of lading or delivery receipt. The foregoing sentence is not intended to limit or waive the application of the law related to concealed damages. Any terms of the bill of lading (including but not limited to payment and credit terms, released rates or released value) inconsistent with the terms of this Agreement shall be ineffective. Failure to issue a bill of lading, or sign a bill of lading acknowledging receipt of the cargo, by CARRIER, shall not affect the liability of CARRIER.

### C. **LOSS & DAMAGE CLAIMS:**

(i) CARRIER shall comply with 49 C.F.R. §370.1 et seq. and any amendments and/or any other applicable regulations adopted by the Federal Motor Carrier Safety Administration, U.S. Department of Transportation, or any applicable state regulatory agency, for processing all loss and damage claims and salvage. CARRIER agrees that food that has been transported or offered for transport under conditions that are not in compliance with Shipper's or BROKER'S instructions, as provided to CARRIER by Shipper or BROKER, will be conclusively determined to be "adulterated" within the meaning of the Federal Food, Drug and Cosmetic Act, 21 U.S.C. § 342 (i). CARRIER understands and agrees that adulterated shipments may be refused by the consignee or receiver, at the destination without diminishing or affecting CARRIER'S liability in the event of a cargo claim. CARRIER shall not sell, salvage, or attempt to sell or salvage any goods without the BROKER's express written permission, salvage ability will be limited based on underlying BROKER agreement with Shipper/Customer.; and

(ii) CARRIER's liability for any cargo damage, loss, or theft from any cause shall be determined under the Carmack Amendment, 49 U.S.C. §14706 if applicable; however, liability for exempt commodities and processing cargo loss and damage claims shall be determined by DRC Trading Practices, or Blue Book Transportation Guidelines, or NAPTWG Best Practices by agreement of the Parties and if no agreement then by one of the above associations' guidelines named above at the selection of the BROKER. and

(iii) Special Damages: CARRIER's indemnification liability (Par 1.H) for freight loss and damage claims under this sub-par C (ii) shall include legal fees which shall constitute special damages, the risk of which is expressly assumed by CARRIER, and which shall not be limited by any

Initials \_\_\_\_\_(Broker) \_\_\_\_\_(Carrier)

liability of CARRIER under Subp. (ii) above.

(iv) Except as provided in Par 1.E above, neither Party shall be liable to the other for consequential damages without prior written notification of the risk of loss and its approximate financial amount, and agree to assume such responsibility in writing.

(v) Notwithstanding the terms of 49 CFR 370.9, CARRIER shall pay, decline, or make a settlement offer in writing on all cargo loss or damage claims within 60 days of receipt of the claim. Failure of CARRIER to pay, decline or offer settlement within this 30 day period shall be deemed admission by CARRIER of full liability for the amount claimed and a material breach of this Agreement.

D. **INSURANCE:** CARRIER shall furnish BROKER with Certificate(s) of Insurance, or insurance policies evidencing coverage in force as of the date of certificate issuance, and unless otherwise agreed, subject to the following minimum limits: General liability \$1,000,000 (U.S. Dollars) \$1,000,000 (U.S. Dollars) per occurrence; motor vehicle (including hired and non-owned vehicles) \$1,000,000 (U.S. Dollars) per occurrence; cargo damage/loss, \$100,000 (U.S. Dollars); workers' compensation with limits required by law. Except for the higher coverage limits which may be specified above, the insurance policies shall comply with minimum requirements of the Federal Motor Carrier Safety Administration and any other applicable regulatory state agency. Nothing in this Agreement shall be construed to avoid or limit CARRIER's liability due to any policy limits or exclusion or deductible in any insurance policy. Carrier hereby agrees that Broker and/or Broker's insurance provider may discuss Carrier's insurance coverage with Carrier's insurance provider. Except to the extent (if any) that the same may affect, prejudice or void coverage under the applicable insurance policy, Carrier hereby gives permission to Carrier's insurance provider to disclose and discuss Carrier's insurance coverage with Broker and/or Broker's insurance provider and gives permission for Carrier's insurance provider to provide a copy of Carrier's insurance policy(ies), together with all declaration pages, endorsements, schedules, applications and/or other documents pertaining to such policy(ies), to Broker and/or Broker's insurance provider. This permission includes but is not limited to, the release of verbal and written information pertaining to any claim that arises from transportation that occurs under this agreement, including, but not limited to, letters or other correspondence pertaining to any denial of coverage or reservation of rights to deny coverage.

E. **ASSIGNMENT OF RIGHTS:** CARRIER automatically assigns to BROKER all its rights to collect freight charges from Shipper or any responsible third party on receipt of payment of its freight charges from BROKER.

F. CARRIER assumes full responsibility and liability for payment of the following items: All applicable federal, state, and local payroll taxes, taxes for unemployment insurance, old-age pensions, workers' compensation, social security, with respect to persons engaged in the performance of its transportation services hereunder. BROKER shall not be liable for any of the payroll-related tax obligations specified above and CARRIER shall indemnify, defend, and hold BROKER harmless from any claim or liability imposed or asserted against BROKER for any such obligations.

#### 4. **MISCELLANEOUS:**

A. **INDEPENDENT CONTRACTOR:** The relationship of the Parties to each other shall at all times be that of independent contractors. None of the terms of 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. Each Party shall provide sole supervisions and shall have exclusive control over the actions and operations of its employees, and agents used to perform its services hereunder. Neither Party has any right to control, discipline, or direct the performance of any employees, or agents of the other Party. Neither Party shall represent to any party that it is anything other than an independent contractor in its relationship to the other Party.

B. **NON-EXCLUSIVE AGREEMENT:** CARRIER and BROKER acknowledge and agree that this contract does not bind the respective Parties to exclusive services to each other. Either party may enter into similar agreements with other carriers, brokers, or freight forwarders.

#### C. **WAIVER OF PROVISIONS:**

(i) Failure of either Party to enforce a breach or waiver of any provision or term of this Agreement shall not be deemed to constitute a waiver of any subsequent failure or breach, and shall not affect or limit the right of either Party to thereafter enforce such a term or provision.

Initials \_\_\_\_\_(Broker) \_\_\_\_\_(Carrier)

(ii) This Agreement is for specified services pursuant to 49 U.S.C. §14101(b). To the extent that terms and conditions herein are inconsistent with Part (b), Subtitle IV, of Title 49 U.S.C. (ICC Termination Act of 1995), the Parties expressly waive any or all rights and remedies they may have under the Act.

D. DISPUTE RESOLUTION: This Agreement shall be deemed to have been drawn in accordance with the statutes and laws of the state of Florida. In the event of any disagreement or dispute, the laws of Florida shall apply. All such disagreements or disputes shall be submitted to the court of proper jurisdiction in the state of Florida and the PARTIES hereby agree to the exclusive jurisdiction of the courts located in the state of Florida. The prevailing party shall be entitled to recovery of costs, expenses, and reasonable attorney fees as well as those incurred in any action for injunctive relief, or in the event further legal action is taken to enforce the award. Notwithstanding the foregoing, the PARTIES may mutually agree in writing to submit any such disagreement or dispute to binding arbitration.

E. CONFIDENTIALITY AND NON-SOLICITATION: CARRIER may not disclose the terms of this Agreement to a third party without the written consent of the BROKER except (1) as required by law or regulation; (2) disclosure is made to its parent, subsidiary, or affiliate company; or (3) to facilitate rating or auditing of transportation charges by an authorized agent and such agent agrees to keep the terms of the Agreement confidential. CARRIER will not accept traffic, either directly or indirectly, from any shipper, consignor, consignee or customer of BROKER where: (1) the availability of such traffic first became known to CARRIER as a result of BROKER's efforts; or (2) the traffic of the shipper, consignor, consignee or customer of BROKER was first tendered to CARRIER by BROKER. If CARRIER breaches this Agreement and moves shipments obtained from such parties during the term of this Agreement or for twelve (12) months thereafter without utilizing the services of BROKER, CARRIER shall be obligated to pay BROKER, for a period of fifteen(15)months thereafter, as liquidated damages and not as a penalty, commissions in the amount of thirty-five percent (35%) of the transportation revenue resulting from traffic transported in violation of this provision, and CARRIER shall provide BROKER with all documentation requested by BROKER to verify such transportation revenue. Additionally, BROKER may seek injunctive relief, and, in the event, it is successful, CARRIER shall be liable for all costs and expenses incurred by BROKER, including, but not limited to, reasonable attorney's fees. CARRIER shall not utilize BROKER's or the Customer's name or identity in any advertising or promotional communications without written confirmation of BROKER consent.

F. CONFIDENTIALITY:

(i) In addition to Confidential Information protected by law, statutory or otherwise, the Parties agree that all of their financial information and that of their customers, including but not limited to freight and brokerage rates, amounts received for brokerage services, amounts of freight charges collected, freight volume requirements, as well as personal customer information, customer shipping or other logistics requirements shared or learned between the Parties and their customers, shall be treated as confidential, and shall not be disclosed or used for any reason without prior written consent.

(ii) In the event of a violation of this Confidentiality paragraph, the Parties agree that the remedy at law, including monetary damages, may be inadequate and that the Parties shall be entitled, in addition to any other remedy they may have, to an injunction restraining the violating Party from further violation of this Agreement in which case the non-prevailing Party shall be liable for all costs and expenses incurred, including but not limited to reasonable attorney's fees.

G. The limitations of liability for cargo loss and damage as well as other liabilities, arising out of the transportation of shipments, which originate outside the United States of America, may be subject to the laws of the country of origination.

H. ANTI-CORRUPTION/ANTI-BOYCOTT COMPLIANCE:

CARRIER certifies that in pursuing the Contract and performing under it, it will warrant and comply with all relevant laws, rules and regulations governing bribery, boycott, and corruption, including the Canadian Corruption of Foreign Public Officials Act (CFPOA), the United States Foreign Corrupt Practices Act (FCPA), the United Kingdom Bribery Act, and the laws, rules and regulations of any other jurisdictions in which CARRIER may operate under this Contract.

CARRIER personnel and agents are strictly prohibited from offering, paying, promising, or authorizing any payment or other thing of value to foreign public officials, candidates and parties (or any other recipient if part of the bribe is ultimately attributable to a foreign public official,

Initials \_\_\_\_\_(Broker) \_\_\_\_\_(Carrier)

candidate or party) directly or indirectly through or to a third party for the purpose of (i.e. in exchange for) causing the person to act or fail to act in violation of a legal duty; causing the person to abuse or misuse their position; or securing an improper advantage, contract or concession. CARRIER understands that any violations thereof by CARRIER may result in a criminal or civil action against CARRIER.

To ensure compliance with anti-bribery and corruption laws in Canada, the United States, the United Kingdom and the laws, rules and regulations of any other country in which CARRIER may operate, no CARRIER personnel shall undertake any Improper Payment Activity in respect of a foreign official, a domestic official, or a person doing business in the private sector.

I. MODIFICATION OF AGREEMENT: This Agreement and Exhibit A et. seq. attached may not be amended, except by mutual written agreement, or the procedures set forth above (Pars 2.B and 2.C).

- i. Should CARRIER modify any provision of this agreement, whether, in handwritten form, modified text, or otherwise, such amendment shall not be effective, unless BROKER has initialed such change in close proximity thereto evidencing BROKER's specific acceptance of such modification.
- ii. Additionally, the provisions of this Agreement shall be deemed to supersede and shall prevail over any conflicting terms set forth in any load confirmation, rate confirmation, dispatch sheet, or other document pertaining to this Agreement, whether any such document was signed prior to, contemporaneously with or subsequent to the execution of this Agreement.

J. NOTICES:

(i) All notices provided or required by this Agreement, shall be made in writing and delivered, return receipt requested, to the addresses shown herein with postage prepaid; or by confirmed (electronically acknowledged on paper) fax, or by email with an electronic receipt.

(ii) The Parties shall promptly notify each other of any claim that is asserted against either of them by anyone arising out of the Parties performance of this Agreement.

(iii) Notices sent as required hereunder, to the addresses in this Agreement shall be deemed sent to the correct address, unless the Parties are notified in writing of any changes of address.

K. CONTRACT TERM: The term of this Agreement shall be one year from the date hereof and thereafter it shall automatically be renewed for successive one (1) year periods, unless terminated, upon thirty (30) day's prior written notice, with or without cause, by either Party at any time, including the initial term. 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.

L. SEVERANCE; SURVIVAL: In the event any of the terms of this Agreement are determined to be invalid or unenforceable, no other terms shall be affected and the unaffected terms shall remain valid and enforceable as written. The representations, rights, and obligations of the parties hereunder shall survive termination of this Agreement for any reason.

M. COUNTERPARTS: This Agreement may be executed in any number of counterparts each of which shall be deemed to be a duplicate original hereof.

N. FORCE MAJEURE. In the event that either Party is prevented from performing its obligations under this Agreement because of an occurrence beyond its control and arising without its fault or negligence, including without limitation, war, riots, rebellion, acts of God, acts of lawful authorities, fire, strikes, lockouts or other labor disputes, such failures to perform (except for any payments due hereunder) shall be excused for the duration of such occurrence. Economic hardships, including, but not limited to, recession and depression, shall not constitute Force Majeure events.

Initials \_\_\_\_\_(Broker) \_\_\_\_\_(Carrier)

O. **ENTIRE AGREEMENT:** Unless otherwise agreed in writing, this Agreement contains the entire understanding of the Parties and supersedes all verbal or written prior agreements, arrangements, and understandings of the Parties relating to the subject matter stated herein, whether any such document was signed prior to, contemporaneously with or subsequent to the execution of this Agreement. The Parties further intend that this Agreement constitutes the complete and exclusive statement of its terms and that no extrinsic evidence may be introduced to reform this Agreement in any judicial or arbitration proceeding involving this Agreement. Any terms on credit applications or websites will not supplant this agreement.

IN WITNESS WHEREOF, we have signed this Agreement on the date and year first shown above.

---

(BROKER) \_\_\_\_\_ (CARRIER) \_\_\_\_\_

---

Authorized Signature \_\_\_\_\_ Authorized Signature \_\_\_\_\_

---

Printed Name \_\_\_\_\_ Printed Name \_\_\_\_\_

---

Title \_\_\_\_\_ Title \_\_\_\_\_

---

Company Address:		Company Address:
Logikor Inc	Logikor USA Inc.	
290 Pinebush Road	4300 Biscayne Blvd	
Cambridge, ON	Suite 203 Miami, FL	
N1T 1Z6 Canada	33137 USA	

---

Phone	Fax	Phone	Fax
-------	-----	-------	-----

---

E-Mail	E-Mail
--------	--------

Initials \_\_\_\_\_ (Broker) \_\_\_\_\_ (Carrier)

**Appendix A: Carrier Rates & Charges**

1. Rates. In accordance with Paragraph 6 of the Agreement, the rates applying to the transportation services to be provided pursuant to the Agreement are set forth below:

Lane: Negotiated Spot Market Rates and/or agreed contract rates

ROUTE #	REGION	FREQ/WK	RATE*	MILES	CURRENCY

Attach additional lanes & rating in an addendum and select box to indicate.

Rates are:

- Inclusive of Fuel Surcharge
- Subject to Fuel Surcharge – attached as an addendum to this agreement

**Services for Logikor Transportation Designs are subject to rate changes if a route is redesigned for any reason. Rates will be adjusted to reflect current rate per mile charges unless agreed to in writing by the PARTIES.**

General Accessorials (Currency of base rate):

Stop Charges	\$ _____ /stop
Detention Charges (After 60 minutes)	\$ _____ /hour to \$ _____ maximum*
Excess Miles Due to Diversion	at the applicable rate per mile for the diverted shipment
Equipment Ordered, Not Used (EONU) (only authorized if <24 hour notice of cancellation)	_____ % of linehaul or \$ _____, whichever is less
Pull Ahead from Yard	\$ _____ per unplanned occurrence
Layover:	\$ _____ per unplanned occurrence
Driver Load/Unload Assist	CARRIER and its drivers will not assist in Load/Unload

\*Logikor must be notified in writing of pending Detention charges 45 minutes prior to the start of charges

**Appendix B: Special Provisions Agreement**

The PARTIES hereto by their signatures acknowledge that this Special Provisions Agreement is incorporated into and forms part of the Broker Carrier Agreement signed \_\_\_\_\_ (The Agreement).

1. Special Provisions for Freight Loss, Damage or Delay - In accordance with Paragraph 3C of the Agreement, BROKER and CARRIER agree to the following provisions concerning cargo loss, damage or delay a) both their initials do not appear above and b) they both appear in the space provided immediately below:
  - a) Automotive / Full Value – CARRIER acknowledges that BROKER tenders shipments for automotive manufacturers (Automotive Shipments). Subject to item b) below, for all Automotive Shipments tendered the limitation for Cargo Liability shall be the lesser of the actual value of the goods or \$100,000 USD (One hundred thousand U.S. Dollars), whichever is less. CARRIER acknowledges that Automotive Shipments may not be identified as such at point of tender, or on the Load Agreement form.
  - b) Mexico – in connection with Automotive Shipments tendered by BROKER moving between points within Mexico and for shipments moving from Mexico to points in the US or Canada, the following limitations of cargo liability provisions will apply where loss or damage is confirmed to have occurred to a shipment while within the borders of Mexico, or at a border gateway of Mexico: maximum liability will be limited to \$0.40 USD (40 cents U.S. Dollars) per pound per article or \$4,000.00 USD (Four Thousand U.S. Dollars) per incident, whichever is less.

Initials \_\_\_\_\_ (Broker) \_\_\_\_\_ (Carrier)



Otherwise i) where any loss or damage is confirmed to have occurred either outside of Mexico or a border gateway of Mexico or ii) where the location of where any loss or damage occurred cannot be determined then the parties agree to be bound by item a) above.

BROKER: \_\_\_\_\_ CARRIER: \_\_\_\_\_

2. Other Provisions for Freight Loss, Damage or Delay: In accordance with Paragraph 3C of the Agreement, LOGIKOR and CARRIER agree to the following provisions concerning cargo loss, damage or delay where a) both their initials do not appear above and b) they both appear in the space provided immediately below:

BROKER: \_\_\_\_\_ CARRIER: \_\_\_\_\_

3. Payments. In accordance with Paragraph 2D of the Agreement, LOGIKOR and CARRIER agree to the following provisions concerning payment where, where both their initials appear in the space provided immediately below:

BROKER: \_\_\_\_\_ CARRIER: \_\_\_\_\_

4. Insurance. In accordance with Paragraph 3D of the Agreement, LOGIKOR and CARRIER agree to the following provisions concerning insurance, where both their initials appear in the space provided immediately below:

BROKER: \_\_\_\_\_ CARRIER: \_\_\_\_\_

Initials \_\_\_\_\_(Broker) \_\_\_\_\_(Carrier)

5. Confidentiality and Non-Solicitation. In accordance with Paragraph 4E of the Agreement, LOGIKOR and CARRIER agree to the following provisions concerning confidentiality and non-solicitation, where both their initials appear in the space provided immediately below:

BROKER: \_\_\_\_\_

CARRIER: \_\_\_\_\_

Initials \_\_\_\_\_(Broker) \_\_\_\_\_(Carrier)