

LOGIKOR - CARRIER AGREEMENT



THIS LOGIKOR – CARRIER AGREEMENT (the “Agreement”) is made and entered into on _____, by and between _____ (“CARRIER”) on the one hand, and on the other, one or more of the following distinct corporate entities that execute this Agreement as set forth on the signature page hereof: Logikor Inc. and Logikor USA Inc., referred to as (“BROKER”), (collectively, the “PARTIES”)

Deemed Application Where Agreement Not Executed

1. Where Logikor Inc. and Logikor USA Inc. engage the services of a carrier who has not executed this Agreement on the signature page hereof the terms and conditions of this Agreement shall be deemed to be incorporated into such arrangement by reference. In accepting any shipment for carriage said carrier (hereafter included in any reference to “CARRIER”) accordingly agrees to be bound to the terms and conditions herein.
2. The terms and conditions located under “TERM and TERMINATION” and Paragraphs 6a and 8c(i) below do not apply in the engagement of a CARRIER per “Deemed Application” provision A above.

I

Recitals

- a. **WHEREAS** BROKER is licensed as a property broker by the Federal Motor Carrier Administration (“FMCSA”), or by the appropriate State or Provincial agencies, as a licensed broker, arranges for freight transportation, and;
- b. **WHEREAS** CARRIER is authorized to operate in inter-provincial, interstate, and/or intra-provincial, intrastate commerce, and is qualified, competent and available to provide for the transportation services required by BROKER;

NOW THEREFORE, intending to be legally bound, BROKER and CARRIER agree as follows:

II

Agreement

1. **TERM AND TERMINATION**

- a. The Term of this Agreement shall be for one (1) year and shall automatically renew for successive one (1) year periods. However, after the initial one (1) year term, either party may terminate this Agreement for any reason upon giving forty-five (45) days prior written notice.
- b. BROKER may additionally terminate this Agreement immediately upon written notice in any of the following events:
 - I. CARRIER loses its operating authority or otherwise becomes disqualified to perform its obligations under this agreement;
 - II. CARRIER breaches any covenant, obligation, condition, or requirement imposed upon it by this Agreement, and such breach continues for a period of ten (10) days after written notice thereof from BROKER to CARRIER;
 - IV. CARRIER becomes insolvent or becomes unable to pay its debts in a timely manner; iv. CARRIER fails to comply with the performance metrics or selection criteria, if any, agreed to by the PARTIES in this Agreement.
 - V. CARRIER fails to procure and maintain any of the insurance coverages required by this Agreement; or

- VI. CARRIER utilizes the services of any brokers or subcontracts transportation of freight tendered by BROKER hereunder to any third-party motor carrier or other transportation provider or utilizes a third party logistics provider to perform its obligations under this Agreement without the prior written consent of BROKER.
 - VII. CARRIER fails to maintain safety rating performance as agreed by the PARTIES in this Agreement.
- c. CARRIER may additionally terminate this Agreement immediately upon written notice if BROKER breaches any covenant, obligation, condition, or requirement imposed upon it by this Agreement and such breach continues for a period of thirty (30) days after written notice thereof from CARRIER.
 - d. 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.

2. CARRIER'S OPERATING AUTHORITY AND COMPLIANCE WITH LAW.

- a. CARRIER represents and warrants that it is duly and legally qualified in accordance with all applicable provincial and federal laws, statutes, regulations, rules, and ordinances (collectively, "Applicable Law") to provide, the transportation services contemplated herein. CARRIER further represents and warrants that it does not have an unsatisfactory or unfit safety rating issued by any regulatory authority with jurisdiction over CARRIER's operations, including, but not limited to, the Province(s) in which its vehicles are plated and/or the FMCSA. CARRIER further agrees to comply with all Applicable Law in the performance of the transportation services under these Terms and Conditions. BROKER may, in its sole discretion, implement a motor carrier selection protocol which may be revised from time to time. If CARRIER fails to meet the requirements of any such protocol, BROKER may, in addition to any other rights and remedies available, including, but not limited to, termination, disqualify CARRIER from providing transportation services to BROKER until such time as CARRIER is re-qualified in accordance with the provisions of the protocol. BROKER may, in its sole discretion, discontinue its use of CARRIER to provide transportation services until such time as CARRIER's operations are acceptable to BROKER. In the event that CARRIER receives an unsatisfactory safety rating, is notified that it may receive an unsatisfactory safety rating, fails to maintain the insurance required hereunder, is notified that such insurance may become ineffective or is otherwise prohibited by Applicable Law from performing transportation services hereunder, CARRIER shall immediately notify BROKER of such fact and shall not carry any loads or goods tendered to CARRIER by BROKER until such prohibition on operations is removed.
- b. 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 all California Air Resources Board (ARB) regulations, including but not limited to: (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 OnRoad 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 BROKERS customer(s) because of CARRIER's use of non-compliant equipment.

3. PERFORMANCE OF SERVICES.

- a. CARRIER's services under these Terms and Conditions are designed to meet the needs of BROKER under the specified rates and conditions set forth herein. CARRIER agrees that these Terms and Conditions apply to all shipments handled by CARRIER for BROKER and that these Terms and Conditions control the relationship between the PARTIES. Regardless of whether they are required by law, in no event shall any provisions of CARRIER's tariff, terms and conditions, service guide, bill of lading, or similar documentation apply to transportation services provided under this Agreement.
- b. CARRIER shall transport all shipments provided under these Terms and Conditions without delay, and all occurrences which would be probable or certain to cause delay shall be immediately communicated to BROKER by CARRIER. These Terms and Conditions do not grant CARRIER an exclusive right to perform any transportation related services for BROKER or its Customer.

4. RECEIPTS AND BILLS OF LADING.

Each shipment hereunder shall be evidenced by a bill of lading generated at the point of origin naming CARRIER as the transporting carrier. CARRIER 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, whether the National Motor Freight Traffic Association (NMFTA) (effective in August 2016) form of bill of lading or other form of bill of lading is utilized, nor does BROKER assume any other liability of a motor carrier. Upon delivery of each shipment made hereunder, CARRIER shall obtain a receipt showing the kind and quantity of product delivered to the consignee of such shipment at the destination specified by BROKER or the Customer, and CARRIER shall cause such receipt to be signed by the consignee. The terms and conditions of any bill of lading, manifest or other form of receipt or such terms as may be deemed applicable at law to a bill of lading or to a contract of carriage shall not apply so as to modify, supplement or supersede the terms and conditions in this Agreement unless specifically agreed to in writing. CARRIER's failure to issue a bill of lading shall not affect its liability hereunder. CARRIER shall notify BROKER immediately of any exception made on the bill of lading or delivery receipt.

5. CARRIER'S OPERATIONS.

- a. CARRIER shall, at its sole cost and expense:
 - I. furnish all equipment necessary or required for the performance of its obligations hereunder (the "Equipment");
 - II. pay all expenses related, in any way, with the use and operation of the Equipment; and
 - III. maintain the Equipment in good repair, mechanical condition, and appearance.
- b. CARRIER shall utilize only competent, able and legally licensed personnel in the performance of transportation services hereunder. CARRIER shall have full control of such personnel. CARRIER shall be solely responsible for ensuring, and will ensure, at CARRIER's cost and expense, that such personnel are fully qualified to perform transportation services hereunder, and that such personnel have access to all locations into which access is necessary to perform transportation services under these Terms and Conditions.
- c. CARRIER shall perform the transportation services hereunder as an independent contractor and assumes complete responsibility for all provincial, state and federal taxes, assessments, insurance (including, but not limited to, workers' compensation, unemployment compensation, disability, social security and pension) and any other financial obligations arising out of the transportation services performed hereunder.

- d. CARRIER shall be solely responsible for compliance with all provisions of Applicable Law including that pertaining to over-dimension and overweight loads. CARRIER shall be solely responsible for its day-to-day operations including, but not limited to, setting appropriate routes to ensure that transportation of shipments is accomplished in accordance with all Applicable Laws and to otherwise ensure shipments are not damaged in transit.
- e. CARRIER shall maintain appropriate security infrastructure to ensure the physical security of shipments and equipment handled under these Terms and Conditions.

6. RATES & PAYMENTS.

- a. CARRIER will invoice and BROKER will pay the rates and charges set forth in **Appendix A** (“Carrier Rates and Charges”) together with any “Special Freight Rate(s)” set forth in a signed “Special Provisions Agreement” being in the form appended hereto as **Appendix B** (which shall be incorporated into and form part of this Agreement) for transportation services performed under this Agreement. In the event of any inconsistency between Appendixes A and a signed Special Provisions Agreement the latter will govern to the extent of any inconsistency.
- b. Where CARRIER is engaged by BROKER pursuant to Provision A above (“Deemed Application Where Agreement Not Executed”) CARRIER will invoice and Broker will pay the rates and charges set forth in a Load Confirmation Sheet issued by BROKER to CARRIER. By accepting each tender, CARRIER agrees to the rates and terms as may be set forth therein.
- c. CARRIER will send invoices to BROKER.
- d. In the event service is provided and it is subsequently discovered that there was no applicable or understood rate as provided for above, the PARTIES agree that the rate paid by BROKER and collected by CARRIER shall be the agreed upon contract rate of the PARTIES for the services provided, unless such rate is objected to by CARRIER in writing within 10 days of payment by BROKER.
- e. Payment by BROKER will be made within forty-five (45) days of receipt by BROKER of CARRIER’s freight bill, bill of lading, clear delivery receipt, and any other necessary billing documents enabling BROKER to ascertain that service has been provided at the agreed upon charge. CARRIER’s failure to provide BROKER with a legible copy or photocopy of the bill of lading or other proof of delivery will result in CARRIER being held responsible to BROKER for any and all revenues that are uncollected by BROKER because of CARRIER’s failure to provide needed support paperwork to BROKER.
- f. Unless BROKER is in default of the provisions of this agreement, CARRIER agrees that BROKER has the exclusive right to handle all billing of freight charges to the Customer for the transportation services provided herein, and, as such, CARRIER agrees to refrain from all collection efforts against the shipper, receiver, or the Customer. In the event that BROKER notifies CARRIER that the Customer has not paid BROKER, in which case, the CARRIER’s sole recourse will be against the Customer.
- g. CARRIER further agrees that BROKER, after taking written approval from the CARRIER, has the right to offset any payments owed to CARRIER hereunder for liability incurred by CARRIER, including, but not limited to, claims for freight, loss, damage, delay, or legal obligation.

- h. CARRIER shall submit all freight bills within 180 days of delivery or waive its right to payment for services rendered with respect to such late submitted invoices. Claims for undercharges must be brought within 180 days of BROKER's receipt of the original invoice giving rise to such undercharge claim. Assuming CARRIER has complied with the foregoing invoicing obligations, CARRIER shall bring suit related to unpaid freight charges or undercharges within 18 months of the date of delivery or its right to sue or otherwise seek payment shall be waived.

7. **WAIVER OF CARRIER'S LIEN**

Parties hereby waive any right to file or claim a lien against for services provided under this agreement. Furthermore, the Parties waive any right to claim an offset for the value of such lien where the customer does not allow it.

8. **FREIGHT LOSS, DAMAGE OR DELAY.**

- a. CARRIER shall have the sole and exclusive care, custody and control of the cargo tendered hereunder from the time it is delivered to CARRIER for transportation until delivery to the consignee accompanied by the appropriate receipts. CARRIER shall notify BROKER immediately in the event any such cargo is lost (including stolen), damaged or destroyed, or in the event CARRIER becomes aware that applicable delivery schedules will not be met.
- b. Subject to sub-paragraph 8c below CARRIER shall be liable for freight loss, damage or delay as follows:

FOR SHIPMENTS ORIGINATING IN OR DESTINED TO CANADA

The CARRIER assumes the liability of a motor carrier for cargo loss, damage or delay in accordance with applicable statute or regulation in effect at the place of origin or in the absence of same with applicable common law. In any event of the foregoing, the amount of loss or damage for which CARRIER shall be liable, whether or not the loss or damage results from negligence shall be the lesser of:

- i. the value of the goods at the place and time of shipment, including the freight and other charges, if paid; and
- ii. \$4.41 per kilogram computed on the total weight of the shipment.

FOR SHIPMENTS EXCLUSIVELY IN THE UNITED STATES

The CARRIER assumes the liability of a motor carrier for cargo loss, damage or delay under the *Carmack Amendment* codified at 49 U.S.C. subsection 14706. CARRIER assumes liability for the full value of loss or damage to any and all goods tendered to Carrier.

Liability for Cargo Loss, Damage or Delay by Special Agreement

- c. Without prejudice to sub-paragraph 8b above, notwithstanding the foregoing:
- i. if the parties hereto have signed a "Special Provisions Agreement" in the form appended hereto as Appendix B and clause 1 ("Special Provisions for Freight Loss, Damage") therein has been completed CARRIER agrees to assume the stipulated liability for cargo loss, damage or delay. Where a cargo valuation is inserted therein that shall be of the same force and effect as though a value was declared on the bill of lading or transport document generated at origin and in the contract of carriage with CARRIER.

- ii. Where CARRIER is engaged by BROKER pursuant to Provision A above (“Deemed Application Where Agreement Not Executed”) CARRIER agrees to be bound by the provisions contained in a Load Confirmation Sheet issued by BROKER. In the event of any inconsistency between subparagraph 8(b) above and a Load Confirmation Sheet the latter shall govern. Where a cargo valuation is inserted therein that shall be of the same force and effect as though a value was declared on the bill of lading or transport document generated at origin and in the contract of carriage with CARRIER.
- d. BROKER or its customer shall file a written claim for loss or damage to shipments, and for delay (or nondelivery). BROKER or its customer shall support any claim with pertinent documents, provided that failure to supply such documents shall not affect the validity of the claim. Within thirty (30) days of receiving a claim from BROKER or its customer for loss, damage or delay, CARRIER shall pay or deny the claim (in which case the reasons for denial shall be fully explained), or make a firm compromise offer.

9. SALVAGE

- a. CARRIER waives any Applicable Law regarding the processing of claims and handling of salvage, including but not limited to, the provisions of 49 C.F.R. Part 370. CARRIER shall pay BROKER or allow BROKER to deduct from the amount BROKER owes CARRIER, Customer’s full actual loss for the kind and quantity of commodities so lost, delayed, damaged or destroyed. Payments by CARRIER to BROKER or its customer, pursuant to the provisions of this section, shall be made within thirty (30) days following receipt by CARRIER of BROKER’s or Customer’s undisputed claim and supporting documentation. CARRIER shall fully assist BROKER in investigating any claim for cargo loss, damage, delay or destruction. (Applicable only when underlying customer contract allows)
- b. CARRIER waives any right to salvage goods subject to this provision, as well as any right to claim an offset for the value of the salvage. (Applicable only when underlying customer contract allows)
- c. Exclusions from coverage contained in CARRIER’s Cargo Insurance as required herein shall not affect CARRIER’s liability for freight loss, damage, or delay.

10. INSURANCE.

- a. Subject to any specific arrangement agreed to in clause 3 with a duly executed “Special Provisions Agreement” in the form appended hereto as Appendix B CARRIER shall obtain, and thereafter maintain, at its own expense, with a reputable and financially responsible insurance company the following minimum insurance (in the currency of the jurisdiction in which the shipment is tendered by the consignor) during the term of this Agreement and/or the provision of any services contemplated herein:
- b. All Risk Broad Form Motor Truck Cargo Legal Liability “Cargo” loss: Minimum \$100,000 USD per shipment save that CARRIER undertakes to have sufficient insurance in effect to accommodate any obligations of CARRIER’s obligations assumed at clause 1 of any duly executed “Special Provisions Agreement” in the form appended hereto as Appendix B. The coverage provided under the policy shall have no exclusions or restrictions of any type that would foreseeably preclude coverage relating to cargo claims including, but not limited to exclusions for hazardous material or high value shipments, unattended or unattached trailers, theft, breakdown, or lack of refrigerator fuel for commodities transported under this Agreement.
- c. Comprehensive General Liability: Minimum \$1,000,000 per occurrence;

- d. Automobile liability: Minimum \$1,000,000 per occurrence, such insurance shall also cover CARRIER's contractual liability under this Agreement; The coverage will include all owned, non-owned and hired vehicles (including any trailers provided by BROKER or its Customer)
- e. if refrigerated products require a refrigerated unit Reefer breakdown: Minimum \$100,000 per shipment and include consequential loss or damage to the cargo; and
- f. Workers Compensation / Workplace Safety and Insurance Compensation required by law.
- g. All insurance policies required by this Agreement shall, as applicable, be primary and will not be excess to or contributory with, any self-insurance or insurance policies maintained by BROKER, and such policies shall waive subrogation and contribution against the BROKER.
- h. At any time, the BROKER may request, and CARRIER shall provide suitable proof of insurance coverage policy(ies). Such policy(ies) shall not be canceled or changed in form without at least thirty (30) days written notice to BROKER. BROKER may cease using the CARRIER immediately in the event the aforementioned policy(ies) are canceled or materially changed. CARRIER further agrees to procure and maintain any and all insurance required by Applicable Law. CARRIER's insurance coverage shall not exclude any claim, loss, injury, damage, or liability related to transportation of hazardous materials, loading or unloading operations, vehicle or trailer theft, or specific classes or kinds of goods, and CARRIER shall not invoke any such exclusion in order to avoid liability, responsibility, or obligation, arising hereunder. CARRIER shall require that any subcontractor utilized by CARRIER to provide transport services under this Agreement procure and/or maintain insurance coverage at no less than the limits described above. CARRIER shall indemnify, defend and hold BROKER harmless, and be fully responsible for any costs to BROKER, due to CARRIER's work and/or any of the CARRIER's subcontract work, resulting from CARRIER's or any subcontractor's failure to procure and/or maintain insurance at the limits set forth in these Terms and Conditions.

11. USE OF BROKER'S TRAILER(S) BY CARRIER.

In the event that CARRIER utilizes a trailer, container, chassis or other equipment owned by or leased to BROKER or its Customer, or otherwise provided to CARRIER by BROKER or its Customer ("Trailer(s)") for the performance of the transportation services contemplated hereunder, CARRIER shall be liable for any damage to Trailers, destruction of Trailers, theft from Trailers, theft of any contents of Trailers, and for any claims for bodily injury (including death) or property damage caused by any Trailer(s) regardless of whether such damage, injury, destruction, or theft is caused or occurs while the Trailer is attached or unattached to any power unit operated by CARRIER, except to the extent such damage, destruction, or theft is caused by the negligence, recklessness, or willful misconduct of BROKER or the Customer. The initial burden of proving such damage, injury, destruction, or theft was the result of the negligence, recklessness, or willful misconduct of BROKER or the Customer in any proceeding brought pursuant to this Agreement shall rest on CARRIER. In the event that applicable law does not allow waiver of liability to the extent contained in this provision, the Parties expressly agree that BROKER's and Customer's liability will be waived to the fullest extent allowed by applicable law. In no event will any such Trailer be used for any purpose other than performing Services hereunder, and in no event will CARRIER allow any third party or any power unit not operating under CARRIER's for-hire motor carrier authority to operate any such Trailer, unless expressly authorized to do so in writing which written notice must be specific to the movement at issue. Carrier acknowledges and agrees that neither broker nor the customer make any warranties, whether express or implied, regarding the trailer including, but not limited to, any warranty of merchantability or fitness for particular use.

12. INDEMNITY.

CARRIER shall defend, indemnify, and hold BROKER and the Customer harmless from and against all loss, liability, damage, claim, fine, cost or expense, including reasonable attorney's fees, arising out of or in any way

related to the performance or breach of this Agreement by CARRIER, its employees or independent contractors working for CARRIER (collectively, the "Claims"), including, but not limited to, Claims for or related to personal injury (including death), property damage and CARRIER's possession, use, maintenance, custody or operation of the Equipment; provided, however, that CARRIER's indemnification and hold harmless obligations under this paragraph will not apply to the prorated extent that any Claim is attributable to the negligence or other wrongful conduct of BROKER or the Customer. CARRIER's liability for cargo loss or damage under this provision is limited to the liability and amounts set forth in Paragraph 8.

13. **NON-SOLICITATION.**

Subject to clause 4 in a duly executed "Special Provisions Agreement" in the form appended hereto as Appendix B 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. 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.

14. **BROKER'S RECORDS and PROPRIETARY INFORMATION.**

To the extent allowable under Applicable Law, CARRIER hereby waives its right to obtain copies of BROKER's records as provided for under 49 C.F.R. Part 371. Notwithstanding the foregoing, to the extent that CARRIER obtains records set forth in 49 C.F.R. § 371.3 by any means whatsoever, CARRIER agrees to refrain from utilizing such records in negotiating for the provision of services with any third party, including existing customers of BROKER. CARRIER further agrees and understands that all such records comprise BROKER's confidential information and trade-secrets.

- a. The BROKER & the CARRIER acknowledge that this Agreement, including the Appendices hereto, and any and all information emanating from the other's business is considered to be proprietary and confidential, and each party agrees it will not, during or after the term of this Agreement, permit the duplication, use or disclosure of such information except as may be required by law. Each party shall be responsible for any unauthorized disclosure made by any of its employees, servants or agents and shall take reasonable precautions to prevent such disclosures. For the purpose of this Agreement, the term "proprietary and confidential" does not include any: (i) information which, at the time of disclosure, is generally known by the public; (ii) information disclosed to the other party by third parties having the right to do so and who have not imposed upon the party obligations of confidentiality in respect thereof; and (iii) information which is known to the disclosing party prior to the disclosure other than as an incident to the performance of this Agreement.
- b. Restrictions on Export. The Proprietary Information, in whatever form or medium disclosed, may contain technical data or articles controlled by the trade compliance laws and regulations of the United States, Canada or other jurisdictions. The CARRIER disclosing such Proprietary Information shall notify the receiving party of the controls applicable to the relevant Proprietary Information. The Party receiving such Proprietary Information shall not transfer any such data or articles in contravention of such laws, regulations and control CARRIER agrees to notify the BROKER immediately upon discovery of any inadvertent disclosure or unauthorized use of Proprietary Information and to promptly use reasonable efforts to prevent any further inadvertent disclosure or unauthorized use.

- c. Nothing in this section is intended to relieve CARRIER of any other obligations imposed upon it by these Terms and Conditions, or to limit any rights of BROKER to enforce such obligations.

15. **SUB-CONTRACT PROHIBITION.**

Carrier agrees to transport all cargo with equipment owned or leased by CARRIER and will not re-broker, cobroker, subcontract, assign, interline, or transfer the transportation of shipments hereunder to any other persons or entity conducting business under a different operating authority, (other than the one identified in introduction paragraph of this Agreement) without prior written consent of BROKER. If CARRIER breaches this provision, among all other remedies (whether in 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 (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. CARRIER further acknowledges that arranging for another carrier to transport freight without having a broker license to do so is a violation of federal law and can subject CARRIER and its officers, directors and principals to liability to the United States government for civil penalties of up to \$10,000 for each violation and to any injured party for all valid claims incurred without regard to amount. See, 49 U.S.C. § 14916. The provisions of this section shall not prohibit CARRIER from using owner-operators who have leased equipment and drivers to CARRIER in accordance with 49 CFR Part 376, who are operating under CARRIER's motor carrier authority and insurance coverage and whose drivers CARRIER has performed all drivers screening, qualification, and safety monitoring functions in accordance with Federal Motor Safety regulations. In the event that CARRIER breaches this provision, CARRIER shall remain directly liable to BROKER as if CARRIER transported such freight under its own authority in accordance with this provision, and shall further hold harmless and indemnify BROKER from any and all loss, liability, damage, claim, fine, cost or expense, including reasonable attorney's fees, arising out of or in any way related to the use of any subcontractor in violation of this provision regardless of whether arising from the conduct or omissions of CARRIER, the subcontractor, or any other third party.

16. **ANTI-CORRUPTION/ANTI-BOYCOTT COMPLIANCE.**

- a. 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.
- b. 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, 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.

17. **ASSIGNMENT.**

This Agreement may not be assigned or transferred in whole or in part by CARRIER absent the prior written consent of BROKER, and supersedes all other agreements and all tariffs, rates, classifications and schedules

published, filed or otherwise maintained by CARRIER. This Agreement shall be binding upon and inure to the benefit of the parties hereto.

18. **SEVERABILITY.**

In the event that the operation of any portion of this Agreement results in a violation of any law, the PARTIES agree that such portion shall be severable and that the remaining provisions of these Terms and Conditions shall continue in full force and effect.

19. **GOVERNING LAW.**

This Agreement and the rights and obligations and relations of the PARTIES hereto shall be governed by and construed in accordance with the laws of the Province of Ontario and any applicable federal laws of Canada (but without giving effect to any conflict of laws rules). The Parties hereto agree that the Courts of Ontario shall have exclusive jurisdiction to entertain any action or other legal proceedings based on any provisions of these Terms and Conditions. Each of BROKER and CARRIER does hereby attorn to the jurisdiction of the Courts of the Province of Ontario.

20. **BROKER ENTITIES.**

CARRIER acknowledges and agrees that each broker entity listed above or appearing on the Load Confirmation Document is a separate and distinct corporate entity, and that the use of this Agreement for independent transactions by any or all of the entities named above is merely a convenience for the applicable broker. This Agreement is only applicable and enforceable by or against the CARRIER and the broker party (or parties) actually performing under This Agreement. No joint or cross liability shall arise against, between or among the broker parties.

21. **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.

22. **EMAIL CONSENT.**

The Parties to this Agreement are authorized to email to each other at the email addresses shown herein, (or otherwise modified in writing from time to time) shipment availabilities, equipment and rate promotions, or any advertisements of new services.



23. COMPLETE 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, the parties hereto have caused this Agreement to be executed in their respective names by their duly authorized representatives as of the date first above written.

BROKER ENTITIES THIS AGREEMENT WILL APPLY TO:

LOGIKOR INC, LOGIKOR USA INC
the terms and conditions herein.

CARRIER:

I am legally authorized to bind the CARRIER to

Signature: _____

Signature: _____

Printed Name: _____

Printed Name _____

Address:

Logikor Inc
58 Grand Ave South. Suite 202
Cambridge, ON N1S 0B7, Canada
Logikor USA Inc.
4300 Biscayne Blvd Suite 203 Miami, FL
33137 USA

Address: _____

Phone: _____

Fax: _____

Phone: 519-622-8400 or 866-773-8400
or 305-203-898

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 Logikor – Carrier Agreement signed _____ (The Agreement).

1. Special Provisions for Freight Loss, Damage or Delay - In accordance with Paragraph 8 of the Agreement, BROKER and CARRIER agree to the following provisions concerning cargo loss, damage or delay where initialed by both parties in the space provided below item b) 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 (Two Hundred and Fifty Thousand US 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 \$0.50 CDN (50 cents Canadian currency) per pound per article or \$5000.00 CDN (Five Thousand Canadian Dollars) per incident, whichever is less. 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.

Logikor: _____ CARRIER: _____

2. Other Provisions for Freight Loss, Damage or Delay: In accordance with Paragraph 8 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:

Logikor: _____ CARRIER: _____

3. Rates & Payments. In accordance with Paragraph 6 of the Agreement, LOGIKOR and CARRIER agree to the following provisions concerning payments, where both their initials appear in the space provided immediately below:

Logikor: _____

CARRIER: _____

4. Insurance. In accordance with Paragraph 10 of the Agreement, LOGIKOR and CARRIER agree to the following provisions concerning insurance, where both their initials appear in the space provided immediately below:

Logikor: _____

CARRIER: _____

5. Non-Solicitation. In accordance with Paragraph 13 of the Agreement, LOGIKOR and CARRIER agree to the following provisions concerning non-solicitation, where both their initials appear in the space provided immediately below:

Logikor: _____

CARRIER: _____