

THIS AGREEMENT is made on _____.

Parties:

- (1) Logikor Inc., Logikor UK Limited and Logikor USA Inc., companies incorporated in Canada, England and the U.S.A. with offices located at 58 Grand Ave South, Suite 202, Cambridge, Ontario, Canada, N1S 0B7, 15th Floor, Brunel House, 2 Fitzalan Road, Cardiff CF24 0EB, United Kingdom and 4300 Biscayne Blvd, Suite 203, Miami, FL 33137 U.S.A. ("**Logikor**").
- (2) _____, a company incorporated and registered in _____ with company number _____ whose registered office is at _____ ("**Carrier**").
- (3) "**Customer**", which shall mean Logikor's client, whose precise name shall be defined and communicated by Logikor at the time a shipment tender is issued, a request for quotation from Carrier is solicited, or by Addendum to this agreement between Logikor and Carrier.

Each "**a Party**" and together "**the Parties**".

WHEREAS:

- (A) Our Customer(s) desire for the safe, cost effective and regulatorily compliant transportation of goods on their behalf. And,
- (B) Logikor is in the business of providing customised logistics solutions to its clients, including the Customer(s).
- (C) The Carrier is a [logistics] [OR] [freight forwarding] company whose business involves the provision and/or the procuring of logistics and haulage services.
- (D) This Agreement sets out the terms on which the Parties agree that the Carrier will provide the Services (as defined below) to the Customer(s).
- (E) Logikor is authorised to enter into and execute this Agreement as agent on behalf of its Customer(s).
- (F) In consideration of Logikor's role in introducing the Customer(s) and Carrier and for providing agency services as detailed in this Agreement, Logikor is entitled to benefit from the rights, limitations and exclusions of liability set out below.

AGREED TERMS:

1. **DEFINITIONS**

1.1 In this Agreement:

“Business Day” means any weekday (Monday to Friday) when the banks are open for business in London, UK.

“CMR” means the Convention on the Contract for the International Carriage of Goods by Road dated 19th May 1956 enacted into English law by the Carriage of Goods by Road Act 1965.

“Goods” means all goods and merchandise which the Carrier and/or a TP Carrier carries for the Customer(s).

“POD” a document proving receipt of Goods by the delivery point. Unless otherwise stated by Logikor in writing, the term POD shall have the following meanings.

- A CMR Consignment Note for all international movements by road (including movements which comprise both rail and road transport – rail/road – whether or not intermodal containers are used);
- For all movements for which a CMR Consignment Note is not required, any commercially acceptable document proving complete delivery of the Goods, in good condition, in strict compliance with instructions received by the Carrier from Logikor;
- In addition to the above, any paperwork required by the Customer(s) or Logikor where the Carrier is advised of such a requirement prior to delivery of the Goods.

“Services” means any services provided by the Carrier, on behalf of the Customer(s), pursuant to a Transport Order.

“TP Carrier” where applicable, any party the Carrier engages to perform or procure the performance of the carriage of the Goods in connection with the Services provided under this Agreement.

“Transport Order” means any instruction, issued by Logikor to the Carrier, in respect of the collection, handling, storage, carriage and/or delivery of the Goods.

“Transport Unit” means any device used and in the control of the Carrier or a TP Carrier for the carriage, transportation or storage of the Goods (whether loaded or unloaded) including any container, tanker, tank, vehicle, trailer, vessel, train, aircraft or other equipment of any type, whether or not such device is legally and beneficially owned by the Carrier or a TP Carrier.

1.2 The headings in this Agreement are for convenience only and shall not affect its interpretation.

1.3 References to “in writing” shall include fax and email.

1.4 Unless the context otherwise requires, words in the singular shall include the plural and vice versa.

2. APPLICATION AND APPOINTMENT

2.1 This Agreement shall apply to all Services.

2.2 If any legislation (such as, but not limited to, international Conventions including the CMR) is compulsorily applicable to any business undertaken, this Agreement shall, as regards such business, be read as being subject to such legislation. If any part of this Agreement be repugnant to such compulsory legislation, then such part of this Agreement shall, as regards such business, be overridden to that extent but no further.

2.3 Logikor shall procure the Services as agent only and is not a principal carrier itself. Logikor has the Customer(s)’s authority to give instructions and notices to the Carrier for the purposes of this Agreement and to enter into this Agreement on the Customer(s)’s behalf.

2.4 The relationship of the Parties to each other shall at all times be that of independent contractors.

3. DURATION

3.1 This Agreement shall become effective on the date it is signed by both parties (“**the Effective Date**”) and, unless terminated in accordance with clause 12, shall remain in force for an initial term of one year (“**the Initial Term**”).

3.2 In advance of the completion of the Initial Term, the Parties may meet to review the Agreement.

3.3 Subject to any alternative agreement reached between the Parties, the Agreement will automatically renew for a further year upon each anniversary of the Effective Date.

4. CARRIER’S LIABILITY

4.1 The Carrier is responsible for the Goods from the time they are placed on board the Carrier or a TP Carrier’s vehicle, until the time the Goods are unloaded from such vehicle at the place of delivery specified by the Customer in accordance with clause 4.6.4.

4.2 Where loading and/or discharge are included in the Carrier’s instructions or where the Carrier or a TP Carrier undertakes loading and/or discharge itself, the Carrier is responsible for the Goods from the beginning of loading and/or until the completion of discharge.

4.3 Where the Carrier or a TP Carrier accepts Goods without reservation, this will amount to an acceptance of the Goods in apparent good order and condition.

- 4.4 The Carrier or a TP Carrier must ensure PODs accurately reflect the Goods and obtain a signature upon delivery from the receiver. Where the Carrier or a TP Carrier fails to comply with this requirement, the Carrier will be liable for any subsequent loss arising from the condition (or alleged condition) of the Goods on delivery, including losses arising from allegations of shortage or damage from the receiver.
- 4.5 Throughout the duration of this Agreement the Carrier (or any TP Carrier) shall maintain all necessary licences and insurance in order to comply with the terms of this Agreement and to lawfully perform the Services. For the avoidance of doubt this shall apply to all vehicles used for the provision of the Services whether or not such vehicles are legally and beneficially owned by the Carrier or TP Carrier. Such licences and insurance shall include, without limitation:
- 4.5.1 maintaining a vehicle operator's licence;
 - 4.5.2 the Carrier will advise Logikor immediately in the event that the Carrier's or its TP Carrier's operator's licence is revoked or its terms are changed in any material way;
 - 4.5.3 all vehicles must have in-date MOT certificates;
 - 4.5.4 all drivers must have valid LGV licences and must be entitled to work in the UK;
 - 4.5.5 the Carrier or its TP Carrier (as appropriate) must maintain in place:
 - (a) fully comprehensive vehicle insurance;
 - (b) trailer insurance; and
 - (c) goods in transit insurance with a minimum limit of £1,300 per tonne and supply the Customer(s) with evidence of insurance upon request;
 - 4.5.6 the Carrier shall ensure the Carrier and its TP Carrier maintains in place adequate employer's liability insurance to the sum of at least £5,000,000, public liability insurance of at least £1,000,000 and passenger liability insurance of at least £1,200,000;
 - 4.5.7 any uninsured liability incurred by the Carrier or its TP Carrier shall remain the Carrier's full responsibility.
- 4.6 The Carrier shall and shall ensure that, where appropriate, its TP Carrier shall:
- 4.6.1 ensure that its employees, servants, agents, sub-contractors (if permitted) and other persons employed or authorised by the Carrier or TP Carrier are competent to carry out the Services or part of the Services as the context may require;
 - 4.6.2 without prejudice to the generality of the foregoing, ensure that every such employee, servant, agent or sub-contractor (if permitted) is fully aware that they shall not, and have no authority to, accept for transportation (a) any Goods other than those properly and lawfully consigned (b) any persons other than those required for the transportation of the consigned Goods;

- 4.6.3 perform all Services in accordance with the Transport Order and any other instructions issued by the Customer(s) or Logikor from time to time and ensure that all relevant personnel have full knowledge of such instructions and strictly comply with them;
- 4.6.4 collect and deliver the Goods to be carried at the time and place specified by the Customer(s) or, if no time has been so specified, within a reasonable time;
- 4.6.5 inform Logikor immediately by telephone or email of any unusual delay;
- 4.6.6 inform Logikor immediately in the event of loss, damage or misdelivery and supply, at its own expense, a full report if the Customer(s) so requires on the cause and circumstances together with any further information which the Customer(s) may require;
- 4.6.7 if any loss is, or is suspected to be, due to theft or pilferage, in addition to action under sub-clause 4.6.6, immediately inform the Police and take all reasonable steps to identify the guilty person and to trace and recover the Goods;
- 4.6.8 comply at all times with all applicable laws and regulations as may apply from time to time in any jurisdiction through which the Carrier's or its TP Carrier's vehicle(s) transit(s) during performance of the Services, including without limitation laws and regulations applying to:
- (a) the carriage of dangerous or restricted goods;
 - (b) drivers' hours;
 - (c) to employees' remuneration and benefits (including payment of the minimum wage in jurisdictions where this is required, and any applicable reporting requirements); and
 - (d) motor vehicles, Transport Units and other vehicles and equipment used for carrying, loading and/or unloading Goods.
- 4.7 If a vehicle breaks down or for any other reason the Carrier and/or a TP Carrier fails to or is unable to collect the Goods or complete delivery in accordance with this Agreement, the Customer(s) or Logikor may, either itself or by another Carrier, without prejudice to any other rights it may have, recover the Goods and arrange carriage to their destination. In those circumstances, the Carrier shall indemnify Logikor and the Customer(s) for any costs and liabilities that arise as a result.
- 4.8 Subject to clause 4.12 below, the Carrier is liable for any loss or personal injury suffered by its employees, servants agents and sub-contractors in their performance of the Services.
- 4.9 Save where such loss or damage arises as a direct result of the Customer(s)'s or Logikor's breach of this Agreement or negligence, the Carrier shall be liable for any loss or damage whatsoever incurred in relation to Goods or arising from their carriage at a time when the Goods are under the Carrier's responsibility, including loss or damage arising as a result of injury or damage to third parties or third party property.

- 4.10 The Carrier hereby indemnifies and holds harmless the Customer(s) and Logikor from and against all claims, losses, liabilities, expenses and costs (including, without limitation, fines and legal costs) that arise, directly or indirectly, as a result of the Carrier's performance of the Services, save where these arise through the Customer(s)'s or Logikor's own breach of this Agreement or negligence.
- 4.11 The Customer(s) and Logikor shall be entitled to set-off any amount due to the Customer(s) or Logikor pursuant to the terms of this Agreement from any amount that would otherwise be due to the Carrier, including freight and carriage charges relating to any future consignment carried by the Carrier on the Customer(s)'s behalf.
- 4.12 Nothing in this Agreement shall exclude or limit the liability of either Party in respect of death or personal injury caused by the negligence of that Party.

5. **HEALTH AND SAFETY**

- 5.1 The Carrier shall and shall ensure that its TP Carrier (as appropriate) shall:
- 5.1.1 observe, and ensure that its employees, agents and subcontractors observe, all health and safety rules and regulations in force and any other security requirements that apply at any sites at which they are located during performance of the Services along with any additional instructions communicated to the Carrier by Logikor or the Customer(s);
 - 5.1.2 notify Logikor immediately of any health and safety hazards, incidents, near-misses or other issues which arise during the performance of the Services;
 - 5.1.3 provide Logikor with all relevant health and safety documentation upon reasonable request by Logikor; and
 - 5.1.4 obtain, and at all times maintain, all necessary licences and consents and comply with all relevant legislation taking into account the nature of the Goods.

6. **SUB-CONTRACTING**

- 6.1 The Carrier may not sub-contract (including but not limited to a TP Carrier) the Services either in whole or in part without Logikor's or the Customer(s) prior written consent.
- 6.2 Where the consent is provided in accordance with clause 6.1 above, the Carrier shall be responsible for the acts or omissions of its appointed TP Carrier, agents, servants or sub-contractors, as if such acts or omissions were its own and the Carrier's obligations under this Agreement shall apply mutatis mutandis in relation to the sub-contracted party.
- 6.3 If the Carrier is made bankrupt or winding up proceedings are commenced or if he makes any arrangement with creditors or if a receiver or an administrative receiver is appointed in respect of the whole or any part

of the assets or undertaking of the Carrier (or any equivalent legal or judicial steps are taken in any jurisdiction to which the Carrier is subject), Logikor and the Customer(s) may by written notice (and without payment) require the Carrier to assign any sub-contract entered into by the Carrier and all rights arising thereunder to the Customer(s) and the Carrier shall comply with such notice immediately when it is given. This right shall be in addition to, and not in substitution for, the right of the Customer(s) or Logikor to terminate this Agreement

7. EMPLOYEES AND AGENTS

7.1 The Carrier hereby acknowledges that neither the Customer(s) nor Logikor has any day-to-day operational control (in the performance by the Carrier of the Services) over employees, servants, sub-contractors or agents of the Carrier who shall at all times remain under the complete control (and be the sole responsibility) of the Carrier in all respects.

7.2 For the avoidance of doubt, nothing in this Agreement will render the Carrier (or any of its employees, servants, sub-contractors or agents) an employee, agent or partner of the Customer(s) or Logikor and the Carrier and its employees and agents will not hold themselves out as such.

7.3 The Carrier certifies that in pursuing the Contract and performing under it, it and any TP Carrier 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 and/or a TP Carrier may operate under this Contract.

The Carrier's 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. The Carrier understands that any violations thereof by the Carrier may result in a criminal or civil action against the 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 the Carrier and/or a TP 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.

8. TRANSPORT UNITS

8.1 The Carrier will and will ensure its TP Carrier will maintain all Transport Units in a condition that complies with best industry practice. Transport Units will be well-maintained, comply with all applicable laws, regulations and best industry standards at all times.

8.2 Neither Logikor nor the Customer(s) will have any responsibility for loss or damage to any Transport Unit sustained while in the possession or control of the Carrier, its servants, agents or sub-contractors. The Carrier shall indemnify Logikor and the Customer(s) against the cost of making good such loss or damage.

8.3 If a Transport Unit sustains loss or damage at any time while it is in the possession or control of the Carrier or of any of his agents or sub-contractors, the Carrier shall notify Logikor immediately when the loss or damage occurs or a deficiency is discovered and shall furnish written details to Logikor as soon as practicable.

9. **PROOF OF DELIVERY, INVOICES AND STATEMENTS**

9.1 Unless expressly agreed in writing between the Carrier and Logikor, all documents produced by the Carrier or the TP Carrier in the administration of the Services, including without limitation all PODs and invoices, shall be directed to Logikor.

9.2 The Carrier shall and shall ensure that its TP Carrier shall provide to Logikor a POD for each delivery made by the Carrier or its TP Carrier.

9.3 All prices, quotations or estimates for the Services provided by the Carrier shall be fully inclusive of all costs (including fuel costs and tolls) and taxes.

9.4 The Carrier will agree a scope and price for the Services with Logikor in advance of the Services being performed by the Carrier. The scope and price will be set out in the form attached at Schedule 1 to this Agreement or communicated via email/electronic system tender as required.

9.5 The Carrier will raise an invoice for Services rendered in accordance with the agreed price following completion of the performance of the Services. All invoices will be addressed and conveyed to Logikor.

9.6 Subject to any rights of set-off arising in accordance with the terms of this Agreement, Logikor shall settle the Carrier's invoices within 30(Thirty) days of receipt.

9.7 In the event that Logikor fails to pay any invoice in accordance with clause 9.6 above, the Carrier may seek payment from the Customer(s) only after giving Logikor 30 Business Days' advance written notice.

10. **NON-SOLICITATION**

10.1 In order to protect the legitimate business interests of Logikor, the Carrier covenants that it will not solicit or entice away or attempt to solicit or entice away any:

10.1.1 customer(s) or client of Logikor to whom it has been introduced through its performance of this Agreement; or

10.1.2 employee or sub-contractor of Logikor.

11. THE CUSTOMER(S)'S LIABILITY

11.1 During the term of this Agreement, any Goods presented for carriage by the Customer(s) must comply with the following particulars:

11.1.1 the Goods must be prepared and packed safely and carefully where appropriate and according to the nature of such Goods, to protect against the ordinary risks of transport;

11.1.2 the details of the Goods must be accurately entered in the PoD;

11.1.3 all Goods must be clearly labelled or otherwise made identifiable so that the Carrier can identify the Goods for collection;

11.1.4 where any special instructions apply to the Goods in question (including where Goods are dangerous goods), these must be clearly displayed on the PoD.

11.2 Unless expressly agreed otherwise in writing between the Parties each contract for the carriage, transportation or storage of Goods by the Carrier shall constitute a separate contract subject to this Agreement and nothing herein shall be construed as a contract for multiple sub-contracts or as a guarantee to the Carrier of any future work.

11.3 The Customer(s)'s and Logikor's liability to the Carrier in respect of any breach or act of negligence pursuant to this Agreement shall be limited to the carriage charges for the load in question.

11.4 Nothing in this clause 11 shall excluded or limit the liability of either Party in respect of death or personal injury caused by the negligence of that Party.

12. TERMINATION

12.1 Any Party may terminate this Agreement upon giving the other Party at least 90 days' written notice.

12.2 Any Party may immediately terminate this Agreement or any contract incorporating the terms of this Agreement upon giving written notice to the other Parties where:

12.2.1 another Party fails to comply with any material provision of this Agreement and such failure has not been remedied with 7 days of a written notice requesting the breach to be remedied;

12.2.2 another Party commits a material breach of any of its obligations under this Agreement which is incapable of remedy;

12.2.3 another Party, by its act, error or omission, causes circumstances to arise which, in the reasonable opinion of the innocent Party, risk damage to its reputation or the goodwill of its customer(s) or suppliers;

- 12.2.4 an order is made or an effective resolution is passed for the winding up of another Party except for the purposes of a genuine reorganisation, reconstruction or amalgamation, or if any administration order is made against another Party;
- 12.2.5 another Party ceases to carry on its business or substantially the whole of its business other than for the purposes of a genuine reorganisation, reconstruction or amalgamation;
- 12.2.6 a receiver, provisional liquidator, liquidator, administrator or administrative receiver is appointed over any of another Party's assets, undertaking or income;
- 12.2.7 another Party shall cease to have, or has suspended, any licence which it may be required by law or by the terms of this Agreement to have; or
- 12.2.8 another Party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.

13. **NO RIGHT OF LIEN**

The Carrier shall have no right of lien in respect of any goods carried on behalf of the Customer(s).

14. **SEVERABILITY**

If any of the provisions of this Agreement is found by a Court of competent jurisdiction to be void or unenforceable in whole or in part, such provision shall be deemed to be deleted from this Agreement and the remaining provisions of this Agreement shall continue in full force and effect.

15. **CONFIDENTIALITY**

The Carrier will treat as strictly confidential all information received or obtained as a result of entering into any contract with the Customer(s) or Logikor and may not disclose any information which would otherwise be confidential unless and to the extent: (i) required by law; (ii) the Customer(s) and Logikor have given prior written consent to disclose; (iii) necessary in the provision of the Services, (iv) the information had already come into the public domain through no fault of the Carrier at the time of disclosure.

16. **JURISDICTION AND CHOICE OF LAW**

- 16.1 Any claim of whatever nature arising out of or relating to this Agreement or breach thereof shall be subject to English law.
- 16.2 All claims or disputes shall be submitted to the exclusive jurisdiction of the English Courts or, at the Customer(s)'s sole option, either (a) to the jurisdiction of the Courts of the country of the principal domicile of the Carrier or (b) to the jurisdiction of the Courts of the country in which any asset (including any Transport Unit or bank account) of the Carrier is or might at the instigation of Logikor be detained or frozen.
- 16.3 The provisions of clause 16.1 and 16.2 shall be subject to the mandatory provisions of the CMR where this applies on a mandatory basis.

17. COUNTERPARTS

17.1 This Agreement may be executed in a number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute one Agreement.

17.2 No counterpart shall be effective until each Party has executed at least one counterpart.

18. ENTIRE AGREEMENT

18.1 This Agreement (together with the documents referred to in it) constitutes the entire agreement between the Parties and supersedes and extinguishes all previous discussions, correspondence, negotiations, drafts, agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

19. For the avoidance of doubt, neither the Carrier's terms and conditions of business nor any other terms (including without limitation the RHA Terms or the BIFA Terms) shall apply to this Agreement, notwithstanding any reference to such terms in any other document, website or communication (including any email).

20. THIRD PARTY RIGHTS

20.1 This Agreement is made solely and specifically between the Parties for the benefit of the Parties.

20.2 This Agreement is not intended to be for the benefit of and shall not be enforceable by any other person whether under the Contracts (Rights of Third Parties Act) 1999 or otherwise and none of the Parties can declare itself the trustee of the rights under it for the benefit of a third party.

21. NOTICES

21.1 Where the terms of this Agreement require notice to be given in writing to the Customer(s) or Logikor, notice should be sent to the following email address:

21.2 Where the terms of this Agreement require notice to be given in writing to the Carrier, notice should be sent to the following email address:

21.3 For the avoidance of doubt, this clause 21 does not apply to the service of Court proceedings.

For and on behalf of.....

Signed..... Dated.....

Print.....

For and on behalf of Logikor

Signed..... Dated.....

Print.....

Schedule 1: Carrier Rates & Charges

1. **Rates.** In accordance with clause 9.4 of the Agreement, the rates applying to the scope of Services set out below set as set out below:

Lane: Negotiated Spot Market Rates (may be confirmed via email/electronic system tender as required) and/or agreed contract rates (may be confirmed via email/electronic system tender as required if not noted herein)

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	GBP /stop
Detention Charges (After 60 minutes)	GBP /hour to GBP 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 GB£ , whichever is less
Pull Ahead from Yard	GB£ per unplanned occurrence
Layover:	GB£ 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