**BROKER-MOTOR CARRIER AGREEMENT**

THIS Broker-Motor Carrier Agreement (this “Agreement”), effective as of the date of the last party’s signature below (the “Effective Date”), is by and between **Quick Logistics US, LLC**, a licensed transportation broker pursuant to Docket No. MC-1563551 (“BROKER”) and \_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a licensed motor carrier pursuant to Docket No. MC-\_\_\_\_\_\_\_\_\_\_\_ (“CARRIER”).

1. **TERM.** The Term of this Agreement shall be for one (1) year and shall automatically renew for successive one (1) year periods unless otherwise cancelled or terminated pursuant to its terms and conditions. Notwithstanding the foregoing, this Agreement may be terminated by either party immediately upon written notice to the other party for any reason. The ability of either party to terminate this Agreement shall in no way be interpreted as an at-will employment provision and shall not otherwise affect CARRIER’s status as an independent contractor under this Agreement, as set forth herein. The effective date and time of termination shall be set forth in writing. All indebtedness between the parties shall become due and payable on the date of termination of this Agreement or as otherwise set forth herein.
2. **SCOPE OF THE WORK.**

a. CARRIER’S services under this Agreement are specifically designed to meet the distinct needs of BROKER under the specified rates and conditions set forth herein. This Agreement does not grant CARRIER an exclusive right to perform the transportation related to services for BROKER or its customer.

b. In its sole discretion, BROKER agrees to arrange for the tender of freight to CARRIER as the needs of BROKER or its shippers and customers require for transportation by CARRIER between points within the United States. CARRIER agrees to pick up, transport, deliver, and provide all such services as BROKER shall reasonably request on behalf of its shippers and customers (the “Services”).

c. CARRIER warrants and agrees that all freight tendered to it by BROKER pursuant to this Agreement shall only be transported by CARRIER on, in or with equipment owned by CARRIER or leased to CARRIER under a lease having a duration of more than thirty (30) days and operating under CARRIER's operating authorities. Except to the extent that CARRIER uses the services of "owner/operators" in the course of conducting its regular operations, CARRIER shall not, in any manner, subcontract, BROKER or tender to any third party for transportation any freight tendered to CARRIER by BROKER for transportation pursuant to this Agreement.

1. **CARRIER’S OBLIGATIONS.**
2. Authorizations and Safety Rating.
	1. CARRIER represents and warrants that it is registered as a motor carrier of property with all requisite authority from FMCSA, which is responsible for implementing regulations governing the interstate transportation of goods, and that it has obtained any other licenses, permits and authorizations which may be required to perform the services under this Agreement. CARRIER agrees to maintain, at all times for the duration of this Agreement, its U.S. Department of Transportation (“DOT”) motor carrier interstate authority and registration, and all other requisite authorities.
	2. CARRIER represents and warrants that it is duly and legally qualified to provide the Services and will comply with all federal, state and local laws regarding the provision of the Services. CARRIER further represents and warrants that it shall at all times maintain a “Satisfactory” safety rating from the DOT, unless CARRIER has not yet been rated by the DOT. CARRIER further warrants that it will promptly notify BROKER if CARRIER is assessed a proposed or final “conditional” or “unsatisfactory” safety rating, or if any equipment is known to be or reported as defective or which is not in compliance with the applicable federal or state statute or regulation pertaining to vehicle or highway safety and BROKER will suspend all service with CARRIER and this Agreement shall be terminated. The provisions of this paragraph are intended to include safety rating designations which may replace those described above, which are subject to change by FMCSA at any time.
	3. CARRIER shall abide by all applicable sections of the United States Code and the Federal Motor Carrier Safety Regulations (Title 49 of the CFR), including, but not limited to, Parts 40, 380, 382, 383, 387, 390-397 and 399. and all applicable regulations relating to standards for hiring, background checks and driver log maintenance, as well as any other federal, state and local laws, regulations and rules which are applicable to the performance of Services by CARRIER under this Agreement.
3. Drivers and Equipment.
	1. CARRIER shall ensure that its drivers are properly trained and licensed and are competent and capable of safely handling and transporting BROKER’s shipments.  CARRIER agrees that drivers will be dispatched in accordance with the maximum available hours of service as provided in rules promulgated by the FMCSA.
	2. CARRIER warrants that any vehicle used by the CARRIER now meets, and will be maintained by CARRIER in a high level of mechanical fitness and cleanliness to continue to meet the requirements of all federal, state and local laws, regulations, and ordinances, and that the vehicle, including all parts and accessories, is in good and safe mechanical operating condition. CARRIER shall provide, at CARRIER's expense, such accessories as may, in CARRIER’s or the customer’s, shipper’s, or consignee’s sole discretion, be required for the safe and lawful operation of the vehicle.
	3. CARRIER warrants and agrees that all freight tendered to it by BROKER pursuant to this Agreement shall only be transported by CARRIER on, in or with equipment owned by CARRIER or leased to CARRIER under a lease having a duration of more than thirty (30) days and operating under CARRIER's operating authorities. Except to the extent that CARRIER uses the services of "owner/operators" in the course of conducting its regular operations, CARRIER shall not, in any manner, subcontract, BROKER or tender to any third party for transportation any freight tendered to CARRIER by BROKER for transportation pursuant to this Agreement without the prior express written consent of BROKER.
	4. In the event that CARRIER utilizes a trailer, container, chassis or other equipment owned by, leased to, or provided by BROKER, the customer(s), shipper(s), or vendors of BROKER, or a third party (the “Trailer(s)”) for the performance of the Services contemplated hereunder, CARRIER shall be liable for any damage to the Trailer(s), destruction of the Trailer(s), theft from the Trailer(s), theft of any contents of the Trailer(s), and for any claims for bodily injury (including death) or property damage arising from or related to any accident involving the Trailer(s) arising from the use, operation, or maintenance of the Trailer(s), the negligence or willful misconduct of CARRIER, regardless of whether such damage, injury, destruction, or theft is caused or occurs while the Trailer(s) is attached or unattached to any power unit operated by CARRIER, or the violation by CARRIER of any law, statute, rule, regulation, or ordinance of any governing authority. In no event will any such Trailer(s) be used for any purpose other than performing Services hereunder and in no event will CARRIER allow any third party to operate any such Trailer(s), except as expressly set forth herein. CARRIER agrees that it shall perform a pre-trip inspection of the Trailer(s) as required by law. CARRIER ACKNOWLEDGES AND AGREES THAT NEITHER BROKER NOR ITS CUSTOMER OR VENDOR MAKE ANY WARRANTIES, WHETHER EXPRESS OR IMPLIED, REGARDING ANY TRAILER(S) INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR USE.
4. Notice of Claims. CARRIER agrees to transport all shipments provided under this Agreement without delay, and further agrees to promptly communicate to BROKER all occurrences which would be probable or certain to cause delay. CARRIER agrees to furnish BROKER notice immediately or as soon as is reasonably possible by telephone of any occurrence or transaction which may give rise to a claim against either the CARRIER, the BROKER, or the BROKER’s customer(s) under the terms of this Agreement, and in accordance with BROKER or BROKER’s customer policy for reporting claim incidents. CARRIER hereby acknowledges that CARRIER is solely responsible for the inquiring of, understanding, and complying with the reporting requirements of BROKER or BROKER’s customer. The CARRIER further agrees to cooperate, as reasonably requested by the BROKER or its authorized representative, in the investigation, negotiation, settlement, or litigation of any claim or suit, which may be encountered by the BROKER, or its representative under the terms of this Agreement.
5. Seal Numbers. CARRIER will ensure that when any shipment moves under a seal, the seal number shall be recorded on the applicable bill of lading or receipt required by this section. In the event it becomes necessary to break a seal due to any government action or to add or deliver any shipment to or from any conveyance, the conveyance shall be re-sealed prior to departure from the point of such loading or unloading and the seal numbers shall be recorded on each bill of lading or receipt. Otherwise, CARRIER agrees that it shall refrain from breaking any seal.
6. Time is of the Essence. CARRIER agrees that time is of the essence in its performance of this Agreement. CARRIER is responsible for meeting its scheduled pickup and delivery appointments.
7. Security Measures. CARRIER agrees that it has security procedures in place reasonably designed to protect the cargo from loss or damage and will comply with all such procedures.
8. Additional Terms. BROKER’s customers may, from time to time, require additional warranties and/or terms (“Additional Terms”) in connection with CARRIER’s provision of the Services, and CARRIER agrees that the provision of the Services for such customers is conditioned on CARRIER’s acceptance of such Additional Terms. The Additional Terms shall be deemed accepted by CARRIER upon the Additional Terms being made available to CARRIER in writing. unless CARRIER objects within a reasonable time period considering the nature of the Services for the applicable customer.
9. Hazardous Materials. To the extent that any shipments tendered hereunder constitute Hazardous Materials, as such is defined by federal law, CARRIER is in full compliance, and shall maintain full and strict compliance with all applicable federal, state and local laws and regulations relating to the transportation of Hazardous Materials, (including, but not limited to, insurance, licensing, permitting, and training of drivers and cargo security), as defined in 49 C.F.R. part §172 et seq. and part §397 et seq. CARRIER will be responsible for any handling, clean-up, or disposal related to the Hazardous Material, and will indemnify and hold BROKER and its customers harmless from all claims, liabilities, losses, fines, legal fees and other expenses arising out of transportation of, contact with, exposure to, or release of any Hazardous Materials or any remedial action required under applicable federal, state or local environmental laws, except to the extent any such claims, liabilities, losses, or fines are caused by BROKER or its customer’s gross negligence or willful misconduct. When CARRIER is required by U.S. D.O.T. to complete a written report (Form DOT 5800.1, “Hazardous Materials Incident Report,” per 49 C.F.R. 171.15 or 49 C.F.R. 171.16) detailing an incident involving hazardous materials shipped pursuant to this Agreement, CARRIER agrees that it will also deliver a copy of the report to BROKER within ten (10) business days of filing the report with U.S. D.O.T.
10. Food Safety. CARRIER must comply with all sections of the Food Safety Modernization Act (“FSMA”). The Rate Confirmation or bill of lading will describe requirements and handling specifications for foods transported, including temperature controls necessary to ensure foods safety and compliance with applicable food safety regulations (e.g., Sanitary Transportation of Foods Act; Seafood HACCP [Hazard Analysis Critical Control Point], etc.). CARRIER must complete all transportation operations under certain conditions and controls necessary to prevent the food from becoming unsafe during transportation operations. CARRIER’s obligations under FSMA, include but are not limited to the following:

(1) Taking effective measures such as segregation, isolation, or the use of packaging to protect food from contamination by raw foods and nonfood items in the same load.

(2) Taking effective measures such as segregation, isolation, or other protective measures, such as hand washing, to protect food transported in bulk vehicles or food not completely enclosed by a container from contamination and cross-contact during transportation operations.

(3) Taking effective measures to ensure that food that requires temperature control for safety is transported under adequate temperature control.

(4) Taking measures to ensure vehicles and transportation equipment meet the shipper's specifications and are otherwise appropriate to prevent the food from becoming unsafe during the transportation operation. Such equipment shall be clean, odor free, dry, leak proof, free of contamination, free of infestation, and that has never, to the best of CARRIER’s knowledge, been used to transport refuse, garbage, trash or solid or liquid waste or hazardous materials.

(5) Once the transportation operation is complete and if requested by the receiver, provide the operating temperature specified by the shipper, if requested by the shipper or receiver, demonstrate that it has maintained temperature conditions during the transportation operation consistent with the operating temperature specified by the shipper.

(6) Before offering a vehicle or transportation equipment with an auxiliary refrigeration unit for use for the transportation of food that requires temperature control for safety under the conditions of the shipment during transportation, a CARRIER must pre-cool each mechanically refrigerated cold storage compartment as specified by the shipper.

(7) If requested by the shipper, a CARRIER that offers a bulk vehicle for food transportation must provide information to the shipper that identifies the previous cargo transported in the vehicle.

(8) If requested by the shipper, a CARRIER that offers a bulk vehicle for food transportation must provide information to the shipper that describes the most recent cleaning of the bulk vehicle.

(9) Develop and implement written procedures subject to the records requirements of 21 CFR § 1.912(b).

(10) Retain any other written agreements assigning tasks in compliance with 21 CFR § 1.912(d) for a period of 12 months beyond the termination of the agreements.

1. **BONDED MERCHANDISE**
2. For any shipment identified by BROKER as a United States Bureau of Customs and Border Protection (“Customs”) bonded shipment, CARRIER represents and warrants that it holds a valid continuous Customs bond authorizing it to receive and transport Customs bonded merchandise. CARRIER further represents and warrants that it will not store bonded merchandise in any warehouse facility other than an approved Customs bonded warehouse of the appropriate bond class for the storage of such merchandise.
3. In any case in which CARRIER has agreed to receive and transport merchandise covered by a Customs CARRIER bond, CARRIER shall not release from a Customs bonded warehouse, or deliver any cargo, until CARRIER has received written communication from BROKER confirming that the merchandise has been cleared.
4. **RECEIPTS AND BILLS OF LADING.** CARRIER shall provide BROKER with proof of acceptance and delivery of each shipment hereunder in the form of a Bill of Lading, in legible form and fully executed by the CARRIER and the customer or shipper, or other such documentation as may be specified by BROKER from time to time (“Proof of Delivery”). The Bill of Lading shall be provided by BROKER or its customer or shipperand be legibly signed by the CARRIER or CARRIER’s agents or employees, and describe the cargo delivered to CARRIER, the condition of the cargo, and the date and time of such deliveries. CARRIER acknowledges that CARRIER’s or a shipper’s identification of BROKER’s name on a Bill of Lading shall be for the CARRIER’s or shipper’s convenience only, and such notation shall not affect BROKER’s status as a broker. The signed Bill of Lading or other documentation shall be *prima facia* evidence of receipt by CARRIER in good condition of each shipment made thereunder. Upon delivery of each shipment to each destination specified by BROKER, CARRIER shall cause the Bill of Lading to be completed by the shipper’s or receiver’s agents or employees with their legible signature and printed name inserted thereon. The legible signature and legible printed name of BROKER’s customer must appear on the Bill of Lading, showing the kind and quantity of product delivered and any damages, overages and shortages thereof. CARRIER shall be required to notify BROKER immediately of any exception made on the Bill of Lading or delivery receipt by the customer. Proof of delivery (the “Proof of Delivery”) must be transmitted to BROKER within five (5) days of the last delivery designated by BROKER and can be in the form of electronic copy via fax or email, unless BROKER indicates that an original signature is required. CARRIER shall not be paid without a valid Proof of Delivery signed by the Receiver. Any damages or losses resulting from a BROKER’s shipper, receiver, or customer not paying the full amount of an invoice or purchase order due to the CARRIER’s failure to comply with this paragraph shall be the considered a claim against the CARRIER under this Agreement. **To the extent any terms and conditions of any freight documentation used by CARRIER or any substituted service provider, including but not limited to any NMFC standards acceptance, bills of lading, rules, or tariff terms published by a CARRIER or any substituted service provider, are in conflict with the terms of this Agreement, this Agreement shall govern and the terms and conditions of such freight documentation shall be void and have no effect on the parties.**
5. **CARRIER’S OPERATION AS AN INDEPENDENT CONTRACTOR.**
	1. a. Unless otherwise expressly set forth herein, CARRIER shall, at its sole cost and expense: (a) furnish all equipment necessary or required for the performance of its obligations hereunder and CARRIER hereby agrees that CARRIER will not supply any equipment that has been used to transport hazardous wastes whether solid or liquid (the “Equipment”); (b) pay all expenses related, in any way, with the use and operation of the Equipment; (c) maintain the Equipment in good repair, mechanical condition and appearance; and (d) utilize only competent, able and legally licensed personnel qualified to driver under applicable FMCSA regulations.
	2. b. CARRIER, including its employees, officers, directors, managers, members, agents and representatives, is an independent contractor and separate employer with regard to any and all applicable unemployment laws, rules, and regulations or any other statutes. CARRIER is solely responsible for the hiring, firing, promotion of its employees, record keeping, and payment of taxes, including payroll deductions, pension or welfare funds or other payroll charges. CARRIER shall be solely responsible for the means, methods, safety, and manner of performance of the Services. Any instructions or directions given by BROKER or the shippers, including their respective employees, agents and representatives, shall be solely for the purpose of expressing the intended results and not for the manner of performance of the Services by CARRIER. Supervision, direction, safety, and control of CARRIER’s employees, agents and representatives shall at all times be the responsibility of CARRIER. BROKER does not exercise or retain any control or supervision over CARRIER, its operations, employees, or subcontractors. CARRIER does not exercise or retain any control or supervision over BROKER, its operations, or employees. The parties hereto acknowledge and agree to and with each other, that the establishment of various contractual terms, including, without limitation, those relating to insurance, indemnity, claims procedures, and respective liabilities of the parties do not direct or control the manner in which CARRIER performs its ultimate work and obligations under this Agreement. It is the intention of the parties and acknowledged by the parties that neither CARRIER nor any of its employees, agents, or representatives shall be deemed to be agents, servants, or employees of the BROKER or any of its shippers, for any purpose whatsoever. All vehicles and personnel used and employed by CARRIER hereunder shall at all times be under the exclusive control of CARRIER. CARRIER shall not have any power or authority to bind BROKER or a shipper in any manner.
	3. c. CARRIER shall have control of such personnel to the extent required under applicable law and shall perform the services hereunder as anindependent contractor, and shall assume complete responsibility for all state and federal taxes, assessments, insurance (including but not limited to workers compensation, unemployment compensation, disability, pension, and social security) and any other financial obligations arising out of the Services performed hereunder. CARRIER assumes full responsibility for the acts and omissions of persons operating its equipment, operating equipment under its control, or otherwise engaged in providing the Services hereunder. To the extent that any claims or demands are made against the BROKER with respect to this Section 6, the indemnification provision set forth in Section 7 shall apply.

**7.** **INDEMNITY.**

1. To the fullest extent permitted by law, CARRIER agrees to protect, indemnify, defend, and hold harmless BROKER, its affiliates and subsidiaries, BROKER’s shippers and customers, and their respective agents, servants, officers, directors, managers, members, and employees from and against any and all liabilities, losses, claims (including that liability contractually assumed by CARRIER), causes of action, penalties, fines, damages, and costs and expenses (including costs of defense and settlement, and reasonable attorney’s fees), arising from or in connection with, directly or indirectly, in whole or in part, the Services and performance contemplated under this Agreement by CARRIER, anyone directly or indirectly employed by CARRIER, any substituted service provider or anyone for whose acts the CARRIER may be liable for, including, but not limited to: (i) CARRIER’s failure to comply with any provisions of this Agreement or (ii) injury (including death) to persons (including but not limited to employees, subcontractors, agents and representatives of CARRIER), (iii) damage to property (including but not limited to property of BROKER, the shippers, affiliates, customers, and subsidiaries), (iv) the acts or omissions of CARRIER, its independent contractors, subcontractors, or suppliers; (v) any actual or asserted infringement of any patents, copyrights, misappropriation of trade secrets, or proprietary information arising out of the use or sale of any materials, equipment, designs, or other things furnished by CARRIER hereunder; and (vi) any violation of applicable statute, regulation, rule, or law.
2. CARRIER’s liability and indemnification obligations hereunder shall not be limited in any way by the amount or type of damages, types or limits of available insurance, compensation or benefits payable by or for CARRIER under worker’s compensation acts, disability acts, or any other benefit acts, and shall apply to the fullest extent permitted by law regardless of legal theory or alleged negligence of the party to be indemnified excepting only those instances which are caused by the sole negligence or willful misconduct of the BROKER. At all times, BROKER, its affiliates and subsidiaries, and BROKER’s shippers and customers reserve the right to defend themselves or to control the defense against all parties making a claim against them or in any matter whatsoever without affecting in any way CARRIER’s obligation to defend and indemnify set forth herein. CARRIER acknowledges payment of $10.00 incorporated into the contract price as specific consideration of the indemnification obligations provided in this contract. The parties agree that in the event this Agreement is, for whatever reason, executed after the provision of services, labor, work, or materials has begun, then the parties agree that they intend the indemnity provisions to have application from the outset of the Services. Notwithstanding any other provision of this Agreement, BROKER shall not be liable to CARRIER for any injury or damage to, or for any loss, theft, sabotage, act of God, criminal mischief, fire, accident or other casualty, or mysterious disappearance of or from any trailer owned by, leased to, or otherwise being used by CARRIER in the performance of this Agreement while in BROKER’s possession, or the possession of a shipper or affiliate. CARRIER hereby releases and agrees to defend, indemnify, and hold harmless BROKER, its shippers, customers, and affiliates and subsidiaries against any claim therefore made by or on behalf of any lessor or other transferor of such trailer to CARRIER. As necessary or convenient for BROKER’s operations, BROKER shall have the right, at its sole cost and expense, to move any trailer on BROKER’s property, or otherwise necessary or incidental to any such movement.
3. The provisions of this Section shall survive expiration or any termination of this Agreement.

**8.** **INSURANCE.** CARRIER is required to purchase and maintain the following forms and amounts of insurance coverage, acceptable to BROKER, as part of this Agreement:

1. Automobile Liability Coverage (“AL”) in an amount not less than $1,000,000 (U.S. Dollars) per occurrence, or such large amount as required by applicable law, with no aggregate
2. Occupational accident for owner-operators or Workers’ Compensation for all employees of owner-operator/fleet drivers (in limits set forth by applicable statute);
3. All Risk Broad Form Cargo Legal Liability insurance in an amount of not less than $100,000 (U.S. Dollars) per occurrence with no annual aggregate, and with no exceptions or restrictions of any type that would foreseeably preclude coverage relating to cargo claims. In the event said policy contains any such exclusion, CARRIER shall obtain and furnish a surety bond or endorsement for the exclusion or restriction, including, such as theft by employee, mysterious disappearance, unattended vehicle, reefer breakdown, loss or damage due to freezing, spoilage, contamination, mildew, moss or deterioration, and any other endorsements required by BROKER or its customer. In the event the value of a load exceeds CARRIER’s cargo insurance limits on file, shipper will promptly advise CARRIER of such and CARRIER shall increase the limits on its cargo insurance.
4. Commercial General Liability (“CGL”) Insurance covering the transportation of shipments and other operations under this Agreement in an amount not less than $1,000,000 (U.S. Dollars) pre occurrence. Such insurance shall also cover CARRIER’s contractual liability under this Agreement.

CARRIER agrees that the above-required automobile liability coverage will be purchased and maintained under a Motor Carrier Coverage Form. Further, the CARRIER agrees to provide and maintain, at CARRIER’S sole cost and expense, the above-required coverage by purchasing same from an insurance company with an A.M. Best’s rating of A- or better and provide BROKER with a certificate of insurance evidencing such coverage naming BROKER as an additional named insured and loss payee. The certificate of insurance must be provided to BROKER upon execution of this Agreement and such certificate shall state that CARRIER or its insurer will provide BROKER with thirty (30) days’ notice of cancellation or change in coverage. All policies and coverages required under this Agreement shall be considered primary and non-contributory with any policies or coverages of BROKER.

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

1. Common Carrier Liability. CARRIER hereby acknowledges and agrees that CARRIER assumes the same liability as a common carrier for full actual loss, subject to the provisions of 49 U.S.C. 14706 (Carmack Amendment). CARRIER’s liability for cargo loss or damage shall not be limited to the amount of cargo coverage required herein, nor shall exclusions from coverage contained in CARRIER’s cargo insurance affect CARRIER’s liability for freight loss, damage or delay. CARRIER hereby acknowledges and agrees that CARRIER’s right to salvage, whether CARRIER receives prior notice or not, for any product transported by CARRIER is based on and limited to the extent the customer of BROKER allows salvage, and to the extent the customer disallows salvage CARRIER herby waives its claim to salvage and salvage credit. The filing, processing and disposition of all cargo claims shall be governed by 49 C.F.R. 370 et seq. to the extent not modified herein. The parties agree that federal common carrier laws of liability (i.e. Carmack Amendment liability) shall apply to all shipments made, except that CARRIER shall be liable to BROKER for all economic loss, including consequential damages, and attorney’s fees, that are incurred by BROKER or BROKER’s customers for any freight loss, damage or delay claim. No limitation of liability found in CARRIER’s tariff, rules or classifications, including NMFC shall in any way lessen or limit CARRIER’s liability under this paragraph. Any claims arising from the services provided by CARRIER shall be handled in the following manner:
2. Timing. BROKER shall file claims for freight loss or damage with CARRIER within the latter of the following: (i) nine (9) months from the date of such loss, shortage or cargo damage, which for purposes of the Agreement shall be the date of delivery or, in the event of non-delivery, the scheduled delivery date; or (ii) thirty (30) days from the date of BROKER’s notice from a customer of such cargo damage or loss.
3. Documentation. Claim documentation shall consist of: (1) a claim notice or letter containing facts sufficient to identify the cargo and amount of the claim, (2) the proper documentation relative to the value of the damages, losses, claims, damaged or lost cargo or any part thereof, and (3) a copy of the original Bill of Lading, if applicable or available. If the claimant cannot furnish these documents, CARRIER may require a suitable bond of indemnity.
4. Acknowledgement. CARRIER shall acknowledge the claim within thirty (30) days after its receipt, identify a claim number assigned to the claim, and investigate the claim promptly. CARRIER shall thereafter deny or offer to settle the claim within a reasonable time period, but not later than ninety (90) days after receipt of the original claim notification.
5. Limitations of Liability. CARRIER’s liability for cargo loss or cargo damage shall be determined by 49 USC §14706, only to the extent not otherwise provided for herein. Exclusions in CARRIER’s insurance coverage shall not exonerate CARRIER from this liability. Regardless, CARRIER agrees that its liability for any losses, damages, claims, damaged or lost cargo shall be at least the full invoice or purchase order value of the cargo lost, damaged, delayed, or destroyed, or the amount unpaid by the customer due to CARRIER’s failure to comply with the terms set forth herein, and that no other limitation of liability shall apply to its transport of the cargo, unless otherwise agreed in writing. BROKER may request a higher maximum liability. In such an event, the increased valuation will be stated in writing executed by BROKER or declared on CARRIER’s bill of lading. CARRIER agrees that its acceptance of the load shall evidence its acknowledgement that it agrees to the increased valuation as its limitation of liability (or the full invoice value of the cargo, whichever is less) and that CARRIER agrees to maintain cargo insurance up to the full amount of such valuation. CARRIER hereby expressly waives any and all rights and remedies against BROKER which may be construed as allowed to it under 49 U.S.C. 14101 to the extent that such rights and remedies conflict with the terms of this Agreement.
6. Claim Processing and Salvage. Except as otherwise set forth in this Agreement, CARRIER agrees that the provisions contained in 49 C.F.R. § 370.1 et seq. shall govern the processing of claims (except for exempt commodities) for loss, damage, injury or delay to property, and the processing of salvage. Notwithstanding the foregoing, CARRIER hereby waives any applicable law, including 49 C.F.R. § 370.1 et seq., regarding the CARRIER’s right to salvage or offset for salvage. Any such right to salvage shall be granted only at the sole discretion of BROKER.
7. Regardless of whether CARRIER timely pays, declines, or makes settlement of any loss or damage claim, CARRIER acknowledges and agrees that BROKER and any of its subsidiaries or related companies shall have: (1) the absolute right to set off from any amount otherwise due CARRIER to satisfy claims or shortages arising out of this or any other Agreement with CARRIER, and (2) the right to automatically deduct from CARRIER’s settlement the amount of the claim at any time.
8. Seal Integrity. CARRIER agrees to maintain a continuous seal record during the time the trailer is in the custody and control of CARRIER. CARRIER agrees to verify and note the seal number and condition on the Bill of Lading. CARRIER shall notify BROKER immediately (at time of first discovery) if the seal integrity is broken. In the event a shipment that was sealed at origin arrives at the destination with a tampered seal or without the seal intact then (unless such is the result of the direction by government authority):

(1) the CARRIER shall be liable for any shortage or damage claims with respect to such shipment and

(2) the Customer shall have the right, in its sole discretion, to deem the entire shipment damaged, contaminated, adulterated, and unsalvageable in order to protect its brands and prevent potentially contaminated goods from entering into the stream of commerce, and the CARRIER shall be liable for the full value of the shipment.

1. Damaged or Rejected Shipments. CARRIER shall not salvage or dispose of damaged or rejected product without the prior written consent of BROKER or its customer, which consent shall not be unreasonably withheld. BROKER or its customer may determine within their sole discretion whether the goods may be salvaged, and if salvageable, the value of such salvage.
2. Shipper Load and Count. CARRIER shall not be liable for loss or damage on truckload shipments if trailer is loaded and sealed by Shipper or customer and CARRIER has no opportunity to inspect or count contents of trailer, the trailer is delivered with original seal(s) intact, unless removed under the direction of a governmental authority, and there is no evidence indicating that the contents of the trailer were compromised while the trailer was in the CARRIER’s possession. Prior to signing the Bill of Lading accepting such shipment, CARRIER’s personnel shall note on the Bill of Lading that they were not allowed or afforded an opportunity to view and/or examine the goods shipped. Failure of CARRIER to make such a notation shall create a rebuttable presumption that the goods were received by CARRIER in the correct quantity and in good condition.
3. Replacement Shipments. CARRIER acknowledges that BROKER may utilize other CARRIERs to facilitate the movement of delayed shipments, or to ship replacement goods. If CARRIER fails to timely deliver any shipment as a result of CARRIER’s negligence or willful misconduct, CARRIER shall be liable for all reasonable and necessary costs, charges, fees and expenses of such alternative like transportation.
4. Return of Damaged or Rejected Shipments. CARRIER shall return all damaged or rejected product to the point of origin or, with BROKER's direction, to other points as instructed by BROKER, at CARRIER’s expense (except to the extent such damaged or rejected product was the result of BROKER’s or its customer’s negligence).
5. Survival of Provisions. The provisions of this Section shall survive cancellation, termination, or expiration of this Agreement.
6. **WAIVER OF CARRIER’S LIEN.** CARRIER shall not withhold any goods transported pursuant to this Agreement for any reason including the existence of any dispute as to prices or any alleged failure of general credit of BROKER, and CARRIER hereby waives and releases all liens that CARRIER might otherwise have to any such goods in the possession or control of CARRIER or CARRIER’s agents, including but not limited to those under 49 U.S.C. § 13707 and 49 U.S.C. § 80109.

**11. CONSIDERATION AND PAYMENTS.**

a.This Agreement is intended to cover all deliveries by CARRIER as BROKER may designate for the duration of this Agreement. CARRIER shall issue a freight invoice and BROKER agrees to compensate CARRIER for transportation services provided by CARRIER herein, in accordance with this Agreement and the agreed‑upon rules, regulations, fixed and/or variable pricing and rates established between the parties and any amendments or supplements thereto or reissues thereof. Shipments will be on a "prepaid" basis, and CARRIER agrees that it shall look solely to BROKER for payment for its services under this Agreement. No other rates, surcharges, or fees shall apply to CARRIER’s Services. Notwithstanding anything to the contrary in this Agreement, the CARRIER shall only be paid in accordance with the payment details outlined in the load tenders. By accepting the loads, the CARRIER agrees to the payment details outlined in the load tenders.

1. BROKER shall pay all undisputed invoices within thirty (30) days of the latter of the invoice date or submission of the Proof of Delivery to BROKER. BROKER shall not pay CARRIER without receiving the Proof of Delivery. In no event shall BROKER be liable for any transportation charges for which BROKER did not have primary responsibility for payment under the circumstances surrounding the involved shipment. BROKER may deduct or withhold from payment to CARRIER the amount of any unresolved discrepancy or claim for cargo damage, loss, or delay, or to satisfy advances made to, or on behalf of CARRIER, or to satisfy any debt owed by CARRIER to BROKER or any of its subsidiaries or related companies. If any discrepancy or claim for cargo damages, losses, or delay exceeds the invoice amount due to CARRIER and/or might be covered under the CARRIER's cargo insurance policy, BROKER shall provide an invoice in the amount of the claim, along with documentation necessary to validate the claim within the time required for submission of claims under this Agreement.
2. CARRIER shall apply payments to the invoice referenced by BROKER regardless of whether there are earlier unpaid or disputed invoices. BROKER has and reserves the right to set off or withhold from payment any and all loss, damage, delay, claim for property loss or damage, for personal injury, and any indebtedness of CARRIER to BROKER or its shippers under this Agreement or any other agreement between such parties, against any payment of or for freight or any other charges which may be due. The failure to exercise any such right of setoff at any time shall not act as a waiver to exercise such right at a future date or for the same occurrence (claim for any such loss, delay, or damage) or for any such future occurrence (claim for any such loss, delay, or damage).
3. CARRIER shall give BROKER written notice of any bill for charges in addition to those originally billed within one hundred eighty (180) days of the receipt of the original bill. BROKER shall contest any charges originally billed or additional charges subsequently billed within one hundred eighty (180) days of receipt of the bill at issue. Failure to accord such written notice within the aforesaid one hundred eighty (180) day periods shall constitute a waiver of that party’s right to institute suit to collect such amount. The time limit for filing any action at law alleging undercharges and overcharges shall be eighteen (18) months from the date of shipment in lieu of any other time limit which might otherwise be deemed to be applicable.
4. Unless a separate and distinct fuel surcharge is specifically agreed to by BROKER in writing, the rates set forth in this Agreement or otherwise agreed to in writing by the Parties shall include any and all fuel surcharges or adjustments.
5. CARRIER may factor or assign its accounts receivables under this Agreement to a third party, provided that CARRIER:
	1. Notifies BROKER in writing at least thirty (30) days in advance of any assignment or other change in the CARRIER’s direction for payment. Such notice to BROKER must include a self-addressed, stamped, return acknowledgement for BROKER to execute and return. Notices to BROKER shall be sent to:

 Quick Logistics US, LLC

 8005 NW 80th Street, Suite #1

 Miami, Florida 33166

* 1. Informs any assignee of the terms of this Agreement including these terms regarding notice requirements.
	2. During the transition period from one assignment or set of CARRIER’s payment directions to another, CARRIER agrees that payments inadvertently made by BROKER in accordance with earlier payment directions shall constitute full satisfaction of BROKER’s payment obligations under this Agreement. CARRIER further agrees that in such event it is the responsibility of the CARRIER to forward, or cause to be forwarded, the payment to the correct party. CARRIER shall indemnify, defend and hold harmless BROKER from and against all liabilities, losses, damages, claims, suits or expenses, including without limitation attorney fees, caused by or arising from any failure on the part of the CARRIER or any assignee to comply with the terms of this Section. In no event shall BROKER’s right or ability to offset any claims which it may have against CARRIER pursuant to this Agreement against any monies otherwise owing to the CARRIER be limited or negatively affected, in any manner by the assignment, factoring, or other transfer of CARRIER’s right to receive payments referred hereinabove. All such factoring or assignment shall be subject to and not impair BROKER’s right of set off. Deduction of trip advances from payment for freight charges for a specific shipment shall not be modified or affected by any factoring or assignment of receivables by CARRIER.
1. **CONFIDENTIALITY AND NON-SOLICITATION.**
2. The parties acknowledge that the existence and terms of this Agreement and any oral or written information exchanged between the parties in connection with the preparation and performance of this Agreement are regarded as confidential information. Each party shall maintain confidentiality of all such confidential information, and without obtaining the written consent of the other party, it shall not disclose the terms of this Agreement to any third party, except (1) as required by law or regulation; (2) disclosure is made to its parent, subsidiary or affiliate company, provided that such parent, subsidiary, or affiliate is bound by confidentiality obligations similar to those set forth in this Section 12; 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. In addition, CARRIER agrees that all business, technical and financial information of BROKER and that of BROKER’s shippers, receivers, customers, vendors, and suppliers obtained by CARRIER, including but not limited to, freight and brokerage rates, amounts received for brokerage services, amounts of freight charges collected, freight volume requirements, personal customer information, and customer shipping or other logistics requirements shared or learned, shall be treated as confidential, and shall not be disclosed or used for any reason without prior written consent of BROKER. In the event of violation of this Confidentiality Section, CARRIER agrees that any remedy at law, including monetary damages, may be inadequate and that BROKER shall be entitled, in addition to any other remedy it may have, to an injunction restraining CARRIER from further violation of this Section.

b. During the term of this Agreement, including the initial term and any renewal term, and for a period of twenty-four (24) months thereafter, CARRIER shall not, and shall not permit any other person or entity subject to CARRIER’s direction or control, without the prior written permission of BROKER, directly or indirectly, on its own behalf or on behalf of any person or entity, (i) call upon, accept business from, or solicit the business of any person or entity who is, or who had been at any time during the preceding twenty-four (24) months, a shipper, receiver, customer, client, supplier, or vendor of BROKER, notwithstanding any prior business relationship between such person or entity and CARRIER; (ii) otherwise divert or attempt to divert any business from BROKER; (iii) interfere with the business relationships between BROKER and any of its shippers, receivers, customers, clients, suppliers, vendors, or others with whom BROKER has business relationships; or (iv) recruit or otherwise solicit or induce, or enter into or participate in any plan or arrangement to cause, any person who is an employee, or otherwise performing services for, BROKER to terminate his or her employment or other relationship with BROKER, or hire any person who has left the employ of or ceased providing services to BROKER during the preceding twenty-four (24) months.

1. **SUB-CONTRACT PROHIBITION.** CARRIER specifically agrees that all freight tendered to it by BROKER shall be transported on equipment operated only under the DOT authority and control of CARRIER, and that CARRIER shall not in any manner sub-contract, broker, or in any other form arrange for the freight to be transported by a third party without the prior written consent of BROKER. Violation of this Section shall be grounds for immediate termination of this Agreement. If CARRIER in any manner sub-contracts, brokers, or otherwise arranges for freight to be transported by a third party, in addition to any other rights and remedies available to BROKER, BROKER may in its sole discretion, pay the underlying carrier directly, which payment will relieve BROKER of any and all payment obligations to CARRIER with respect to such load.
2. **FORCE MAJEURE.**
	1. a. Performance by either party under this Agreement may be excused without liability to the extent that performance is prevented or curtailed by an act of God, war, terrorist attack, riot, fire, accident, flood or other natural disaster including a tropical storm, sabotage, governmental laws or regulations, strikes, lockouts or injunction against the party claiming force majeure, or any other cause beyond the reasonable control of the party claiming force majeure. The party invoking this provision shall immediately notify the other party verbally (and promptly thereafter confirm in writing) of the cause for its inability to perform, together with an estimate of the extent to which its performance will be prevented or curtailed.
	2. b. Notwithstanding anything to the contrary contained herein, CARRIER agrees that in the event of a labor dispute involving BROKER or another party, CARRIER shall reasonably continue its obligations to perform under this Agreement as a result of such dispute; provided, that BROKER agrees to take reasonable measures to protect the safety of CARRIER’s employees. Accordingly, CARRIER covenants and agrees that, in the event any of its employees or approved subcontractors refuse to work or otherwise engage in any work stoppage, it will use reasonable means to secure the services necessary to continue performance of CARRIER’s obligations under this Agreement.
3. **NOTICES.** Unless the parties notify each other in writing of a change of address, any and all notices required or permitted to be given under this Agreement will be in writing, delivered to the address specified below via hand delivery, certified U.S. mail return receipt requested, or via responsible overnight courier addressed to the parties at the addresses indicated below and shall be deemed delivered on the date of receipt.

|  |  |
| --- | --- |
| BROKER: Quick Logistics US, LLC | CARRIER: |
| Attn:  | Attn.:  |
| Address: 8005 NW 80th Street, Suite #1  Miami, FL 33166Telephone: Facsimile: E-Mail:  |  |

1. **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 this Agreement shall continue in full force and effect.
2. **ASSIGNMENT.** This Agreement shall not be assigned nor transferred in whole or in part without the prior written consent of the other party.
3. **WAIVER.** CARRIER expressly waives any and all rights and remedies allowed under 49 U.S.C. 14101 to the extent that such rights and remedies conflict with this Agreement. Failure of BROKER to insist upon CARRIER’s performance under this Agreement or to exercise any right or privilege herein or under law or at equity shall not be a waiver of any of BROKER’s rights or privileges.
4. **GOVERNING LAW AND ATTORNEY FEES.** It is agreed by BROKER and CARRIER that Florida law shall govern, without reference to the conflict of laws contained therein, disputes involving any terms of this Agreement or interpretation thereof, whether arising in contract, tort or otherwise. CARRIER hereby waives any jurisdictional rights it might otherwise have. It is also agreed that venue shall be in Miami-Dade County, Florida. In the event of a legal action or other proceeding arising under this Agreement or a dispute regarding any alleged breach, default, claim, or misrepresentation arising out of this Agreement, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys’ fees and costs, whether incurred before suit, during suit, or at the appellate level. The prevailing party shall also be entitled to recover any attorneys’ fees and costs incurred in litigating the entitlement to attorneys’ fees and costs, as well as in determining or quantifying the amount of attorneys’ fees and costs due to it.
5. **ARBITRATION.** Nothing contained in this Agreement shall preclude BROKER from commencing any action in any court having jurisdiction thereof with respect to any matter arising out of, relating to or pertaining to this Agreement. However at the sole option of BROKER, any controversy, claim or dispute, whether in contract, tort or otherwise, arising out of, relating to or pertaining to this Agreement or the interpretation, breach, enforcement or subject matter thereof, that cannot be settled by mutual agreement of the parties may at the sole option of the BROKER: (i) be submitted to arbitration by one (1) arbitrator (unless the BROKER determines to have multiple arbitrators) in Miami-Dade County by the Transportation ADR Council, in accordance with its rules then in effect, or conducted by any other recognized arbitration association or entity in accordance with similar rules (“Arbitration”); or (ii) be determined through any alternative dispute resolution (“ADR”) procedure provided for under the laws of the state of Florida, with such ADR procedure to be selected by BROKER. Judgment upon any Arbitration award or ADR determination may be entered in any court of any state or county or application may be made to such court through judicial acceptance of the award or determination and on order of enforcement, as the law of the jurisdiction may require or allow. The Arbitration award or ADR determination shall be final and no appeal shall be taken by either party. The costs of any such Arbitration or ADR shall be borne equally by the CARRIER and the BROKER, unless the arbitrator(s) or ADR decision-maker deems such division of costs to be inequitable, in which event the arbitrator(s) or ADR decision-maker may allocate the costs of Arbitration or ADR among the parties thereto as he or she deems just and equitable under the circumstances. THE CARRIER AND BROKER HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY OR AGAINST EACH OTHER ON, OR IN RESPECT OF, ANY MATTER ARISING OUT OF, RELATING TO OR PERTAINING TO THIS AGREEMENT, OR THE INTERPRETATION, BREACH, ENFORCEMENT OR SUBJECT MATTER THEREOF. All claims for arbitration under this Agreement must be brought in the party’s individual capacity and not as a plaintiff or class member in any purported class, collective action, or representative proceeding. The arbitrator may not consolidate the claims, and may not otherwise preside over any form of a representative or class proceeding.
6. **AMENDMENT.** BROKER will notify CARRIER via email or facsimile not less than thirty (30) days prior to the effective date of an amendment to this Agreement, and will inform CARRIER about the intended amendment. If CARRIER does not object to the amendment within thirty (30) days from the aforementioned notice, such non-objection will be relied upon by BROKER as CARRIER’s consent to such amendment.
7. **FACSIMILE**. A facsimile or copy of this Agreement, and any signature thereon shall be considered, for all purposes the same as an original.
8. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original but all counterparts shall together constitute one and the same instrument.
9. **AUTHORITY.** The undersigned represent that they have full power and authority to execute this Agreement on behalf of their respective parties.

***[Signatures Intentionally Appear on Following Page]***

**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 Effective Date.

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Quick Logistics US, LLC**

CARRIER *(Printed Name of CARRIER)* BROKER

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 *(Signature of Authorized Representative) (Signature of Authorized Representative)*TITLE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ TITLE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Fax:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
EIN: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_