**BROKER-SHIPPER AGREEMENT**

This BROKER-SHIPPER AGREEMENT (this “Agreement”), effective as of the date the last Party signs below (the “Effective Date”), is by and between **Quick Logistics US, LLC**, a Florida limited liability company (“BROKER”), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, with its principal place of business located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“SHIPPER”). SHIPPER and BROKER may be referred to herein individually as a “Party,” and collectively as the “Parties”).

WHEREAS, BROKER is authorized by the Federal Motor Carrier Safety Administration (“FMCSA”) to operate as a registered property broker pursuant to license issued in Number MC-1563551; and

WHEREAS, SHIPPER seeks to utilize the services of BROKER to facilitate the transportation of goods on behalf of SHIPPER; and

WHEREAS, the Parties understand and agree that BROKER functions as an independent entity, and not as a motor carrier, in selling, negotiating, and arranging for transportation for compensation, and that the actual transportation of shipments tendered by SHIPPER to BROKER shall be performed by third-party motor carriers (the “Selected Motor Carriers”).

NOW THEREFORE, for and in consideration of the mutual covenants and undertakings herein, the Parties hereto warrant, covenant, and agree as follows:

**1. SCOPE.**

a. BROKER’s responsibility shall be limited to arranging for, but not actually performing, transportation of SHIPPER’s freight pursuant to the terms and conditions of this Agreement. BROKER will arrange for the transportation of SHIPPER’s freight with Selected Motor Carriers that are authorized to transport such freight pursuant to applicable law and regulations. SHIPPER acknowledges and agrees that such Selected Motor Carriers are independent contractors of BROKER, the Selected Motor Carriers have exclusive control over their drivers and employees, and the Selected Motor Carriers and their drivers and employees are agents, employees, or authorized representatives of BROKER.

b. SHIPPER shall be responsible to BROKER for timely and accurate delivery instructions and description of the freight, including any special handling instructions or requirements for any and all shipments. SHIPPER shall be solely responsible for packaging, loading, and/or unloading of the shipment for transportation, unless otherwise agreed to in writing by the Parties.

c. The Parties intend this Agreement to be non-exclusive. SHIPPER is not restricted from tendering freight to other brokers, or directly to the Selected Motor Carriers or other motor carriers. BROKER is not restricted from arranging transportation for other parties.

**2. 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; provided, however, that either Party may terminate this Agreement, with or without cause, at any time, by giving the other Party at least thirty (30) days prior written notice.

b. The Parties agree to discuss in good faith any perceived deficiency in performance by either Party, and promptly endeavor to resolve all such disputes in good faith. Notwithstanding, if either Party materially fails to perform its duties under this Agreement, the other Party may terminate this Agreement on at least ten (10) days written notice to the other Party.

c. SHIPPER shall be responsible to pay BROKER for any services performed prior to the termination of this Agreement and for shipments not yet completed or not yet invoiced to SHIPPER.

**3. BROKER’S COMPLIANCE WITH LAW.** BROKER represents and warrants that it is duly and legally qualified to operate as a property BROKER and to provide the transportation services contemplated herein. BROKER agrees to comply with all federal, state and local laws regarding the provision of such brokerage services.

**4. SHIPPER OBLIGATIONS.** SHIPPER shall prepare and properly package all shipments appropriately for transportation by the Selected Motor Carriers and SHIPPER warrants that any trailers or equipment tendered for transportation are not overweight or over-dimension. SHIPPER shall ensure that the Selected Motor Carriers shall have access to loading and unloading facilities for shipments and that all such facilities shall be maintained in good and safe condition and in compliance with all applicable laws and regulations. SHIPPER hereby waives and releases BROKER from any and all liability for any loss or damage or injury to SHIPPER property, SHIPPER personnel, and/or SHIPPER facilities.

**5.** **PAYMENT AND CHARGES**.

a. SHIPPER shall tender certain shipments, from time to time, to BROKER, and with respect to such shipments, BROKER shall invoice SHIPPER for its services in accordance with the rates and charges as agreed to in writing by both Parties prior to the movement of the shipment.

b. BROKER may extend credit to SHIPPER, subject to BROKER’s sole determination that SHIPPER is an acceptable credit risk. All charges shall be billed and paid in U.S. Dollars. Where BROKER extends credit to SHIPPER, the following provisions for payment of charges for arranging transportation shall apply:

 i. BROKER’s invoices are due and payable within thirty (30) days of receipt;

 ii. any unpaid invoice or any portion thereof shall be subject to a finance charge of one and a half percent (1.5%) per month, or in the alternative, the maximum rate permitted by law, whichever is greater;

 iii. SHIPPER shall be responsible for all costs and expenses associated with collection efforts, including but not limited to, reasonable attorney’s fees and expenses, if BROKER seeks recovery by means of collection process, litigation, or other route; and

 iv. BROKER’s invoices shall not be subject to setoff or any other type of withholding under any circumstances.

**6. SELECTED MOTOR CARRIERS**. Unless set forth in an Appendix, BROKER shall require by written contract that each Selected Motor Carrier providing transportation services to SHIPPER agrees:

a. That it is duly and legally licensed under applicable state, provincial and federal law to provide any transportation services required under this Agreement, and that it does not have an unsatisfactory or unfit safety rating issued by the United States Department of Transportation (“DOT”) or any state or provincial authority with jurisdiction over its operations. To the extent that the Selected Motor Carrier will perform services pursuant to this Agreement within, to, or from Canada or Mexico, that it shall procure and maintain any operating authority or permit required to be held by the Selected Motor Carrier under any federal, provincial, territorial, state, or local law.

b. That it is duly and legally qualified to provide any transportation services required under this Agreement and will comply with all applicable, federal, provincial, territorial, state and local laws of the United States, Canada, and Mexico regarding the provision of such services.

c. That it is performing services pursuant to this Agreement, and that in no event shall any provision in any tariff, service guide, bill of lading, delivery receipt, or other shipment documentation apply to services performed with respect to shipments tendered by or to SHIPPER.

d. That it will obtain a receipt showing the kind and quantity of product delivered to the consignee of each shipment at the destination.

e. That it will furnish all equipment necessary at its sole cost and expense and bear all expenses related to the use or operation of the equipment; that it will utilize only legally licensed personnel qualified in accordance with governing law; and that it shall provide all services as an independent contractor and assume responsibility for financial obligations arising out of the transportation services.

f. That it shall accept liability as a motor carrier under the Carmack Amendment (as currently codified at 49 U.S.C. § 14706 and as amended from time to time) for loss, damage, or delay to goods tendered by or on behalf of SHIPPER; and that it waives any right to salvage goods (as well as any right to claim entitlement offset salvage value) tendered by or to SHIPPER.

g. That it will, at its sole cost and expense, procure and maintain during any period in which it handles shipments tendered by or to SHIPPER the following insurance coverage:

i. Commercial General Liability Insurance (“CGL”) covering the transportation of shipments and other operations under this Agreement in an amount not less than $1,000,000.00 (U.S. Dollars) per occurrence;

ii. Commercial Automobile/Trucking Liability insurance (“AL”) coverage with limits of not less than $1,000,000.00 (U.S. Dollars) per occurrence;

iii. All Risk Broad Form Motor Truck Cargo Legal Liability insurance (“Cargo”) in an amount not less than $100,000 (U.S. Dollars) per occurrence; and

iv. Workers’ Compensation insurance or analogous coverage with statutory limits (or compliance with monopolistic state funds).

h. That all coverages set forth above shall be with reputable and financially responsible insurance companies (rated A- or better). The Selected Motor Carrier shall agree to furnish to BROKER written certificates showing that such insurance has been procured.

i. The Selected Motor Carrier shall agree to defend, indemnify against, and hold harmless SHIPPER from any and all claims, actions, losses, expenses, fines, fees, verdicts, judgments, or any other damages, obligations, or liabilities, including attorneys’ fees arising out of or in connection with the services provided to SHIPPER.

j. That it will perform the transportation services directly with equipment only under the DOT authority and control of the Selected Motor Carrier and that it shall not co-broker, trip lease, or otherwise subcontract the transportation or handling of any shipment tendered to it pursuant to this Agreement.

k. That it will waive liens it may otherwise have with respect to goods tendered by or to SHIPPER.

**7**. **BILLS OF LADING.** All shipments for which BROKER arranges transportation shall move under and be governed by the terms and conditions of a Standard Truckload Bill of Lading or substantially similar form, regardless of any form or receipt which may by used by consignor, and whether or not signed by a driver or agent of the Selected Motor Carrier or of BROKER. Non-conforming bills of lading shall be a receipt for goods only. The Selected Motor Carrier, not BROKER, is to be named on the bill of lading as “carrier of record” and any designation of BROKER as the “carrier” shall be of no effect. SHIPPER’s or any Selected Motor Carrier’s insertion of BROKER’s name on the bill of lading shall be for SHIPPER convenience and shall not change BROKER’s status as a property broker.

**8**. **GENERAL FREIGHT.** BROKER shall arrange for the transportation of general commodities between points in the United States, and within, to, and from Canada and Mexico, except household goods, commodities in bulk, targeted commodities, and certain Hazardous Materials as set forth below. BROKER shall only arrange for the transportation of such commodities if agreed to in writing between the Parties prior to shipment tender and signed by an authorized representative of BROKER.

**9**. **HAZARDOUS MATERIALS.** SHIPPER shall comply with all applicable laws and regulations relating to the transportation of hazardous materials as defined in 49 C.F.R. 171, et seq. (the “Hazardous Materials”), to the extent that any shipments constitute Hazardous Materials. SHIPPER is obligated to inform BROKER immediately if any such shipments do constitute Hazardous Materials. SHIPPER shall defend, indemnify and hold BROKER harmless from any penalties, damages or liability of any kind, including reasonable attorney fees, arising out of SHIPPER’s failure to comply with the requirements of this section or applicable Hazardous Materials laws and regulations. SHIPPER is solely responsible for all placarding needed for trailers that are loaded with Hazardous Materials, waste, or substances. A minimum of forty-eight (48) hours advance notice must be given to BROKER before tendering shipments containing Hazardous Materials, advising the name of consignor, origin, consignee and destination. Material Data Safety Sheet Information must be clearly and completely listed on the bill of lading. BROKER will not arrange for the transport of the following commodities: Class 1.1, 1.2 or 1.3 Explosives; Class 5.2 Peroxides (Temp Control); Class 6.1 Poison Inhalation Hazard (A or B); Class 7 Radioactive (Yellow III Label Only); Class 2.3 Poison Gas; Radioactive Materials; Highway route controlled quantity of Class 7 Materials; Class 4.3 Materials; Dangerous When Wet; Explosives; more than 25kg (55 lbs.) of a Division 1.1, 1.2, or 1.3 material; an amount of a Division 1.5 material requiring a placard under 49 CFR Part 172, subpart F; Toxic by Inhalation (Division 2.3 and 6.1) Materials; Hazard Zone A material in a packaging with a capacity greater than 1 liter (0.26 gallons); Hazard Zone B materials in a bulk packaging (capacity great than 450 liters [199 gallons]); Hazard Zone C or D materials in a bulk packaging having a capacity equal to or greater than 13,248 liters (3,500 gallons); or compressed or refrigerated liquid methane or natural gas or other liquefied gas with a methane content of at least 85 percent in a bulk packaging having a capacity equal to or greater than 13,248 liters (3,500 gallons) for liquid or gases. BROKER reserves the right to refuse any shipment that it considers unacceptable for transit for no reason or any reason.

**10**. **TRANSPORTATION OF FOOD**. Notwithstanding any other provisions of this Agreement, with respect to any food intended for human or animal consumption (“Food”) for which services are provided by BROKER, the provisions of this section shall apply and supersede if in conflict with any other terms and conditions maintained in this Agreement.

a. Notice of Consignments Containing Food. Any SHIPPER tendering, receiving or otherwise requesting services with respect to any shipment consignment containing Food shall, at the time of the initial request for services with respect to the individual consignment in question is made, provide written notice to BROKER that the consignment contains Food (hereinafter, the “Notice”), which Notice must also include any special instructions or handling requirements to be imposed on the underlying Selected Motor Carrier, including, but not limited to, any requirements related to condition, design, maintenance, or type of transportation equipment; sealing of trailers; cross-contaminant restrictions; segregation/isolation of Food consignments; records relating to equipment (such as prior use or cleaning); temperature range requirements; temperature records (including method of measuring, monitoring and documenting temperature); pre-cooling requirements; required transit-times, etc., (any such instructions, hereinafter the “Specialized Instructions”) regardless of whether such requirements are imposed by private parties or by any applicable law, rule, regulation. Temperature requirements must be stated solely in degrees Fahrenheit. Any such Notice shall specifically identify the consignment to which it relates and in no event shall any Notice purporting to apply to multiple consignments (including any Notice purporting to apply to any specifically enumerated commodities, any category of commodities, or commodities moving to or from specified locations) be binding on BROKER or otherwise apply to services provided by BROKER, regardless of whether receipt of such general Notice has been confirmed by BROKER. BY REQUESTING SERVICE WITH RESPECT TO ANY SHIPMENT OF COMMODITIES, SHIPPER WARRANTS AND REPRESENTS THAT IT HAS INSPECTED THE CONVEYANCE IN QUESTION AND DETERMINED THAT THE EQUIPMENT IS IN COMPLIANCE WITH ANY APPLICABLE STANDARDS APPLICABLE TO THE COMMODITIES IN QUESTION. ANY THIRD PARTY MAKING SHIPPER’S COMMODITIES AVAILABLE FOR IS FULLY AUTHORIZED TO ACT ON BEHALF OF SHIPPER WITH RESPECT TO DETERMINING WHETHER THE TENDERED CONVEYANCE IS SUFFICIENT TO MEET SHIPPER’S REQUIREMENT. SHIPPER ACKNOWLEDGES AND AGREES THAT, AS BETWEEN IT AND BROKER, SHIPPER IS SOLELY RESPONSIBLE FOR IDENTIFYING AND IMPOSING ANY SPECIALIZED INSTRUCTIONS AND BROKER SHALL HAVE NO OBLIGATION TO ARRANGE ANY SPECIAL HANDLING OR SERVICES WITH RESPECT TO ANY CONSIGNMENT, INCLUDING ANY CONSIGNMENT CONTAINING FOOD, UNLESS SHIPPER HAS PROVIDED NOTICE OF SPECIALIZED INSTRUCTIONS IN ACCORDANCE WITH THE PROVISIONS OF THIS SECTION, AND BROKER HAS CONFIRMED RECEIPT OF SUCH NOTICE IN WRITING. FURTHERMORE, BROKER’S SOLE RESPONSIBILITY WITH RESPECT TO ANY SUCH SPECIALIZED INSTRUCTION IS LIMITED TO PROVIDING SUCH SPECIALIZED INSTRUCTION TO THE UNDERLYING SELECTED MOTOR CARRIER. BROKER IS NOT LIABLE FOR THE CONDITION OR THE EFFECTS OF USE OF ANY TRANSPORTATION EQUIPMENT (INCLUDING PALLETS, TOTES, PACKAGING, ETC.).

b. Failure to Comply with Written Instructions. ANY FAILURE OR ALLEGED FAILURE BY THE UDNERLYING SELECTED MOTOR CARRIER TO COMPLY WITH SPECIALIZED INSTRUCTIONS PROVIDED AND ACKNOWLEDGED IN ACCORDANCE WITH THE PROVISIONS OF THESE TERMS AND CONDITIONS SHALL NOT, IN AND OF ITSELF, RESULT IN ANY PRESUMPTION THAT THE CONSIGNMENT IS UNSAFE, CONTAMINATED, ADULTERATED, OR OTHERWISE UNFIT FOR ITS INTENDED PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IN NO EVENT WILL LACK OF THE ORIGINAL SEAL AT THE TIME OF DELIVERY RESULT IN ANY PRESUMPTION THAT THE CONSIGNMENT IS UNSAFE, CONTAMINATED, ADULTERATED OR OTHERWISE UNFIT FOR ITS INTENDED PURPOSE. TO THE EXTENT NOT OTHERWISE PROHIBITED BY LAW, SHIPPER CONFIRMS ITS OBLIGATION TO MITIGATE DAMAGES.

**11. INDEMNIFICATION**.

a. SHIPPER shall defend, indemnify, and hold harmless BROKER, its affiliated entities, and their directors, officers, employees, and agents of BROKER from and against any and all damages, losses, costs, expenses, claims, demands, liabilities, suits, or actions (including reasonable attorney’s fees), related in any way with the injuries to or death of any person or the loss or damage to the property of any person or entity, arising out of or in connection with the negligent or willful misconduct of SHIPPER or any its affiliated entities, agents, representatives, subcontractors, or employees.

b. Subject to the terms and conditions of this Agreement, BROKER shall defend, indemnify, and hold harmless SHIPPER, its affiliated entities, and their directors, officers, employees, and agents of SHIPPER from and against any and all damages, losses, costs, expenses, claims, demands, liabilities, suits, or actions (including reasonable attorney’s fees), related in any way with the injuries to or death of any person or the loss or damage to the property of any person or entity (other than freight), arising out of or in connection with the gross negligent conduct of BROKER or any of its employees, representatives, or agents.

**12. FREIGHT CLAIMS**.

a. BROKER shall reasonably assist SHIPPER in the filing or processing of claims with any Selected Motor Carrier. If payment of any claim is made by BROKER to SHIPPER, SHIPPER automatically and hereby assigns its rights and interest in such claim to BROKER to allow BROKER to subrogate its loss.

b. SHIPPER must file claims for cargo loss or damage with the motor carrier within nine (9) months from the date of such loss, shortage, or damage, which for purposes of this Agreement shall be the delivery date or, in the event of non-delivery, the scheduled delivery date. SHIPPER must file any civil action in a court of law within two (2) years and one day from the date the Selected Motor Carrier or BROKER provides written notice to SHIPPER that the Selected Motor Carrier has disallowed any part of the claim in the notice.

**13. DELAY.** BROKER shall not be liable to SHIPPER or any third party for delay, or for damages arising from delay, for no reason or any reason or circumstances, unless agreed to in writing by the Parties prior to shipment tender and signed by an authorized representative of BROKER.

**14**. **UNDERCHARGE OR OVERCHARGE CLAIMS.** Claims for alleged undercharge or overcharge shall be filed with the appropriate Party within one hundred eighty (180) days of the date of BROKER’s invoice. Any action at law by either Party to collect alleged undercharges or overcharges under the terms of this Agreement shall be commenced no later than eighteen (18) months after delivery of shipment.

**15. LIMITS OF LIABILITY.** SHIPPER acknowledges and agrees that BROKER is acting as a property broker and is not a Selected Motor Carrier or acting as a motor carrier, and that BROKER shall not be held liable for loss, damage, or delay in the transportation of SHIPPER’s property, unless an authorized representative of BROKER agrees to assume such liability in writing prior to the tender of any shipment from SHIPPER to BROKER. In no event shall BROKER be liable for any loss, damage, or delay in the transportation of SHIPPER’s property, unless such loss, damage, or delay was directly and solely caused by BROKER’s gross negligence or willful misconduct in the performance of this Agreement. BROKER’s liability to SHIPPER for any claim hereunder shall be limited to the lessor of: (i) SHIPPER’s actual damages, or (ii) the revenue derived by BROKER from the single bill of lading accompanying the shipment giving rise to the claim. In no event shall BROKER’s maximum liability for loss or damage to cargo exceed $100,000.00 per shipment. IN NO EVENT SHALL BROKER BE LIABLE TO SHIPPER OR ANY OTHER THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES. The Parties agree that all rights and remedies under Part B, Subtitle IV of Title 49 U.S.C. are waived to the extent they apply and to the extent they conflict with the provisions of this Agreement.

**16. INDEPENDENT CONTRACTOR**. BROKER represents and warrants that it is an independent contractor under this Agreement and that its employees are under BROKER’s exclusive management and control, and that SHIPPER neither exercises nor retains any control over BROKER, its operations or employees in any manner whatsoever.

**17. BROKER INSURANCE**. BROKER shall comply with all insurance and bonding requirements imposed upon it by law, including its obligation to maintain a surety bond to benefit the SHIPPER.

**18. LEGAL RESTRAINT OR FORCE MAJEURE**. In the event performance by one Party is affected by any cause beyond the reasonable control of such Party, including without limitation, fire, labor strife, riot, war, weather conditions, acts of the public enemy, acts of God, acts of terrorism, local or national disruptions to transportation networks or operations, fuel shortages, governmental regulations, or governmental request or requisition for national defense, and provided that the applicable cause is not attributable to the acts or omissions of such Party, and such Party is taking reasonable measures to remove or mitigate the effects of the applicable cause, then the performance of all obligations required herein shall, with the exception of payment of invoices, be suspended during the continuance of such interruption, and such Party shall promptly notify the other Party in writing of such interruption. Such period of suspension shall not in any way invalidate this Agreement, but on resumption of operations, any affected performance by such Party shall be resumed. No liability shall be incurred by either Party for damages resulting from such suspensions.

**19. ASSIGNMENT AND MODIFICATION OF AGREEMENT**. This Agreement may not be assigned, delegated, or transferred in whole or in part by either Party, without the prior written consent of the other Party. No amendment or modification of the terms, conditions, or provisions of this Agreement shall be binding unless in writing and signed by the Parties.

**20. SEVERABILITY.** In the event that the operation of any portion of this Agreement results in a violation of any law, or any provision is determined to be invalid or unenforceable, the Parties agree that such portion or provision shall be severable and that the remaining provisions of this Agreement shall continue in full force and effect.

**21. NONWAIVER.** Failure of either Party to insist upon performance of any of the terms, conditions, or provisions of this Agreement, or to exercise any right or privilege herein, or the waiver of any breach of any of the terms, conditions, or provisions of this Agreement, shall not be construed as thereafter waiving any such terms, conditions, provisions, rights, or privileges, but the same shall continue and remain in full force and effect as if no forbearance or waiver had occurred.

**22. DISPUTE RESOLUTION**. This Agreement shall be deemed to have been drawn in accordance with the statutes and laws of the State of Florida. All questions concerning the construction, interpretation, validity, and enforceability of this Agreement, whether in a court of law or in any alternative dispute resolution proceedings, shall be governed by and construed and enforced in accordance with the laws of the State of Florida without giving effect to any choice or conflict of law provision or rule that would cause the laws of any other jurisdiction to apply. Exclusive jurisdiction shall be in the State and Federal courts with venue in Miami-Dade County, Florida in any action to construe, interpret, or enforce this Agreement.

1. **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 SHIPPER 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 SHIPPER 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.

**23. CONFIDENTIALITY AND NON-SOLICITATION.**

a. Neither Party shall utilize the other Party’s name or identity in any advertising or promotional communications without written confirmation of that Party’s consent. The Parties shall not publish, use, or disclose the contents or existence of this Agreement, except as necessary to conduct their operations pursuant to this Agreement. 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; 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, SHIPPER agrees that all business, technical and financial information of BROKER and that of BROKER’s Selected Motor Carriers, shippers, receivers, customers, vendors, and suppliers obtained by SHIPPER, 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, SHIPPER 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 SHIPPER 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, SHIPPER shall not, and shall not permit any other person or entity subject to SHIPPER’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, Selected Motor Carriers, a shipper, receiver, customer, client, supplier, or vendor of BROKER, notwithstanding any prior business relationship between such person or entity and SHIPPER; (ii) otherwise divert or attempt to divert any business from BROKER; (iii) interfere with the business relationships between BROKER and any of its Selected Motor Carrier, shippers, receivers, customers, clients, suppliers, vendors, or others with whom SHIPPER 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.

**24. COMPLETE AGREEMENT**. This Agreement, including all appendices and addenda, constitutes the entire agreement of the Parties, and supersedes all prior agreements, representations, warranties, statements, promises, information, arrangements, and understandings, whether oral, written, express or implied, with respect to the subject matters herein.

**25. AUTHORITY.** The undersigned represent that they have full power and authority to execute this Agreement on behalf of their respective Parties.

IN WITNESS WHEREOF, the Parties 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**

SHIPPER BROKER

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

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