

BROKER - CARRIER AGREEMENT

This Transportation Agreement (the "Agreement") is between Aland Logistics INC. (hereinafter referred to as "BROKER") and the on boarding Carrier(s) (hereinafter referred to as "CARRIER").

"BROKER" is a person (or company) who arranges with an operator to carry the goods of another person (or company), for compensation and by commercial motor vehicle and may be duly registered where required.

WHEREAS "CARRIER" is a person (or company) registered ("registered" means operating under authority issued by all applicable regulatory authorities) to carry the goods (property) of another person (or company) by commercial motor vehicle for compensation

1. CARRIER REPRESENTS AND WARRANTS THAT IT:

- A. is an operator of commercial motor vehicles and/or a motor carrier, authorized to provide the transportation of goods under contracts with shippers and receivers and/or brokers of general commodities and will maintain all financial responsibility required for such authorities to remain in full effect.
- B. Is competent, capable, and qualified to perform Transportation Services in a safe and timely manner. shall transport the goods (property), under its own Operating Authority and subject to the terms of this Agreement.
- C. agrees BROKER is not a motor carrier, and that a Shipper's insertion of BROKER' name as the carrier on a bill of lading shall be for the Shipper's convenience only and shall not change BROKER's or CARRIER's status as defined above, and
- D. will not re-broker, assign or interline the shipments hereunder, without prior written consent of BROKER. If CARRIER breaches this provision, BROKER shall have the right of paying the monies it owes CARRIER directly to the delivering carrier, in lieu of payment to CARRIER. Upon BROKER's payment to delivering carrier, CARRIER shall not be released from any liability to BROKER under this Agreement.
- E. Shall, to the extend applicable to any shipments subject to this agreement, always remain fully compliant with all sanitation, temperature, and contamination requirements for transporting food (human and animal), perishables, food additives, dietary supplements, and other products, including without limitation strict compliance

with the Food Safety Modernization Act (21 U.S.C § 2201, et. Seq.) (“FSMA”), the federal Food, Drug and Cosmetic Act (21 U.S.C. § 341. Et seq.) (“FD&C Act”), The Sanitary Food Transportation Act (49 U.S.C. 5701 et seq.), the U.S. Food and Drug Administration’s Final Rule on the Sanitary Transportation of Human and Animal Food (21 C.F.R. § 1.900 et seq.) and all applicable U.S. Department of Agriculture and Food Safety and inspection Service regulations (collectively, the “Food Safety Laws”) this shall include, but not be limited to, all applicable personnel training, equipment maintenance, performance pursuant to shipper’s written instructions, and document retention. CARRIER further warrants that it is experienced in transporting such products and accepts all risk of loss for failure to comply with any applicable laws, rules, and/or regulations. Upon request CARRIER shall provide evidence of the operation temperatures of Food Shipments maintained during the Transportation Services in manner acceptable to BROKER and /or the shipper.

- F. Shall, to the extent applicable to any shipments subject to this agreement, only utilize equipment which is in full compliance with the California Air Resources Board (CARB) Transport Refrigerated Unit (TRU) Airborne Toxic Control Measure (ATCM) in-use regulations, for any shipments transported into, out of, through, or within the State of California on refrigerated equipment. CARRIER further agrees it shall be liable to BROKER for any penalties, or any other liability, imposed on, or assumed by BROKER due to penalties imposed on any third party because of CARRIER’s use of non-compliant equipment.
- G. Is solely responsible for all management, governing, discipline, direction, and control of its employees, owner/operators, and equipment with respect to operating within all applicable federal and state legal and regulatory requirements to ensure the safe operation of CARRIERS vehicles, drivers, and facilities.
- H. CARRIER will notify BROKER immediately if any Operating Authority is revoked, suspended, or rendered inactive for any reason; and/or if it is sold, or if there is a change in control of ownership, and/or any insurance required hereunder is threatened to be or is terminated, cancelled, suspended, or revoked for any reason, and
- I. CARRIER shall defend, indemnify, and hold BROKER and its shipper customer harmless from any claims, actions, or damages, arising out of its performance under this Agreement, including cargo loss and damage, theft, delay, damage to property, and personal injury or death. BROKER shall not be liable to the CARRIER for any claims, actions, or damages due to the negligence of the CARRIER, or the shipper. The obligation to defend shall include all costs of defense as they accrue, and

- J. does not have an “Unsatisfactory” safety rating issued by the Federal Motor Carrier Safety Administration (FMCSA), U.S. Department of Transportation, or any provincial regulatory authority and will notify BROKER in writing immediately if its safety rating is changed to “Unsatisfactory” or “Conditional”, and
- K. authorizes BROKER to invoice CARRIER’s freight charges to shipper, consignee, or third parties responsible for payment, and
- L. has investigated, monitors, and agrees to conduct business hereunder based on the creditworthiness of BROKER and is granting BROKER credit terms accordingly.
- M. Is in and shall maintain compliance during the term of this agreement, with all applicable federal, state, and local laws relating to the transportation of hazardous materials, including but not limited to 49 C.F.R. §§ 171-177 and §397 et seq., to the extend applicable to any shipments subject to this agreement.

2. BROKER RESPONSIBILITIES:

- A. SHIPMENTS, BILLING & RATES: BROKER agrees to solicit and obtain freight transportation business for CARRIER to the mutual benefit of CARRIER and BROKER. BROKER shall inform CARRIER of (a) place of origin and destination of all shipments; and (b) if applicable, any special shipping instructions or special equipment requirements, of which BROKER has been timely notified.
- B. BROKER agrees to conduct all billing services to shippers. CARRIER shall invoice BROKER for its (CARRIER’s) charges, as mutually agreed in writing, by fax, or by electronic means, contained in BROKER’s Load Confirmation Sheet(s). BROKER agrees to pay CARRIERS’s invoices within 30 days. Additional rates for truckload or LTL shipments, or modifications or amendments of the above rates, or additional rates, may be established to meet changing market conditions, shipper requirements, BROKER requirements, and/or specific shipping schedules as mutually agreed upon, and shall be confirmed in writing (or by fax) by both Parties. Any such additional, modified, or amended rates, changes in rates shall automatically be incorporated herein by reference as part of Exhibit A, Amendment 1, et seq.
- C. BROKER shall maintain a surety bond on file with the Federal Motor Carrier Safety Administration (FMCSA) in the form and amount not less than \$75,000.00 that required by that agency’s regulations.

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

3. CARRIER RESPONSIBILITIES:

- A. Subject to its representations and warranties in Paragraph 1 above, CARRIER agrees to provide the necessary equipment and qualified personnel for completion of the transportation services required for BROKER and/or its customers. CARRIER will not supply equipment that has been used to transport hazardous wastes, solid or liquid. CARRIER agrees that all shipments will be transported and delivered with reasonable dispatch, or as otherwise agreed in writing.
- B. CARRIER shall not combine shipper's freight with any other freight, or transfer shipper's freight from one trailer to another, without the express written approval of BROKER. This shall include transferring shipper's freight to another motor carrier. When a trailer is sealed by the shipper, CARRIER shall not break, remove, tamper with, or otherwise alter a seal without the express written approval of BROKER except upon action by a public authority in which case the seal must be promptly replaced and documented. In the event shipper's freight is transferred for any reason, with or without express written approval of broker, both carriers shall be equally responsible for any damages noted at the time of delivery.
- C. LOSS & DAMAGE CLAIMS:
 - I. CARRIER shall comply with 49 C.F.R. §370.1 et seq. and any amendments and/or any other applicable regulations adopted by the Federal Motor Carrier Safety Administration, U.S. Department of Transportation, or any applicable federal, state, or provincial regulatory agency, for processing all loss and damage claims and salvage and
 - II. CARRIER shall not sell, salvage, or attempt to sell or salvage any goods without the BROKER's express written permission, which shall be permitted only in shipper's sole discretion.
 - III. CARRIER agrees any FDA-regulated product that has been transported or offered for transportation under conditions that are not in compliance with the shipper's or BROKER's instructions, as provided to CARRIERS by the shipper or BROKER, will be considered "adulterated" within the meaning of the Federal Food, Drug, and Cosmetic Act, 21 U.S.C. § 342 (i) CARRIER understands and agrees that adulterated diminishing or affecting CARRIER's liability in the event of a cargo claim. A broken seal is prima facie evidence of contamination of any FDA-regulated product, and CARRIER accepts liability

for full value of cargo as well as any destruction and associated transportation costs subject to defenses available under applicable law.

- IV- CARRIER liability for any cargo damage, loss or theft from any cause shall be determined under the Carmack Amendment 49 USC § 14706, regardless of the jurisdiction of performance or nature of commerce. In all events, CARRIER agrees to pay full invoice value of cargo as presented by BROKER's customer. CARRIER agrees and understands some of BROKER's customers may have cargo that must be destroyed, have no salvage value, and/or cannot be tendered to CARRIER regardless of any claim.
 - V- CARRIER indemnification liability shall include BROKER's fees and expenses resulting from CARRIER's loss of or damage to shipments, which constitute special damages, the risk of which is expressly assumed by CARRIER, and which shall not be limited by any liability of CARRIER under subsections (ii) and (iv) above.
 - VI- Notwithstanding the terms of 49 CFR 370.9, CARRIER shall pay, decline, or make settlement offer in writing on all cargo loss or damage claims within 30 days of receipt of the claim. Failure of CARRIER to pay, decline or offer settlement within this 30-day period shall be deemed admission by CARRIER of full liability for the amount claimed and a material breach of this Agreement.
 - VII- CARRIER's liability for cargo damage, loss, or theft from any cause for any one shipment, under Subsection (ii) above shall not exceed \$100,000.00 unless CARRIER is notified by BROKER or the shipper of the increased value prior to shipment pick up.
- D. INSURANCE: CARRIER shall furnish BROKER with Certificate(s) of Insurance, or insurance policies providing thirty (30) days advance written notice of cancellation or termination, and unless otherwise agreed, subject to the following minimum limits: General liability \$1,000,000, (\$5,000,000 if transporting hazardous materials and/or dangerous goods including environmental damages due to release or discharge of hazardous substances when so required under 49 C.F.R. § 387.9), cargo damage/loss \$100,000 workers' compensation with limits required by law. Except for the higher coverage limits which may be specified above, the insurance policies shall comply with minimum requirements of the Federal Motor Carrier Safety Administration and any other applicable federal, state, or provincial regulatory

agency. Nothing in this Agreement shall be construed to avoid CARRIERS liability due to any exclusion or deductible in any insurance policy in the event of claims or actions brought by third parties.

- E. CARRIER shall invoice BROKER for CARRIER's charges, as mutually agreed in writing in a rate confirmation sheet, carrier confirmation sheet, or load confirmation sheet. CARRIER shall not invoice BROKER for any amount more than that indicated on the confirmation sheet without prior written agreement of BROKER, Rates, or charges, including but not limited to stop-offs, detention, loading or unloading, fuel surcharges, or other accessorial charges, tariff terms are specifically agreed to in a writing signed by both parties. CARRIER hereby waives any actual or constructive lien it has or may have on any shipment tendered under this agreement.

4. MISCELLANEOUS:

- A. INDEPENDENT CONTRACTOR: It is understood and agreed that the relationship between BROKER and CARRIER is that of independent contractor and that no employer/employee relationship exists or is intended. BROKER has no control of any kind over CARRIER, including but not limited to routing of freight, and nothing contained herein shall be construed to be inconsistent with this provision.
- B. NON-EXCLUSIVE AGREEMENT: CARRIER and BROKER acknowledge and agree that this contract does not bind the respective Parties to exclusive services to each other. Either party may enter into similar agreements with other carriers, brokers, or freight forwarders.
- C. INTRASTATE CARRIERS: The provisions of this Agreement shall apply equally to any carrier operating only with intrastate authority pursuant to a State agency, regardless of any reference incorporated herein to federal law.
- D. WAIVER OF PROVISIONS:
 - i- Failure of either Party to enforce a breach or waiver of any provision or term of this Agreement shall not be deemed to constitute a waiver of any subsequent failure or breach and shall not affect or limit the right of either Party to thereafter enforce such a term or provision.
 - ii- This Agreement is for specified services pursuant to 49 U.S.C. §14101(b), where applicable. To the extent that terms and conditions herein are inconsistent with Part (b), Subtitle IV, of Title 49 U.S.C. (ICC Termination Act

of 1995), the Parties expressly waive any or all rights and remedies they may have under the Act.

- E. **DISPUTES:** In the event of a dispute arising out of this Agreement, including but not limited to Federal, State or Provincial statutory claims, the Party's sole recourse shall be to arbitration or litigation as selected by BROKER. If BROKER selects arbitration, BROKER may select at BROKER's sole discretion 1) American Arbitration Association (AAA), 2) Transportation ADR Council, Inc. Arbitration proceedings shall be started within eighteen (18) months from the date of delivery or scheduled date of delivery of the freight, whichever is later. Upon agreement of the Parties, arbitration proceedings may be conducted outside of the administrative control of the AAA or ADR. The decision of the arbitrators shall be binding and final and the award of the arbitrator may be entered as judgment in any court of competent jurisdiction. The prevailing party shall be entitled to recovery of costs, expenses, and reasonable attorney fees as well as those incurred in any action for injunctive relief, or in the event further legal action is taken to enforce the award of arbitrators. Arbitration proceedings shall be conducted at the office of the AAA or ADR nearest the offices of the BROKER or such other place as mutually agreed upon in writing or directed by the acting arbitration association, provided, however, either Party may apply to a court of competent jurisdiction for injunctive relief. The arbitration provisions of this paragraph shall not apply to enforcement of the award of arbitration.
- F. **NO BACK SOLICITATION:** Unless otherwise agreed in writing, CARRIER shall not knowingly solicit freight shipments for a period of 12 months following termination of this agreement for any reason, from any shipper, consignor, consignee, or other customer of BROKER, when such shipments of shipper customers were first tendered to CARRIER by BROKER. In the event of breach of this provision, BROKER shall be entitled, for a period of 12 months following delivery of the last shipment transported by CARRIER under this Agreement, to a commission of ten percent (10%) of the gross transportation revenue (as evidenced by freight bills) received by CARRIER for the transportation of said freight as liquidated damages. Additionally, BROKER may seek injunctive relief, and in the event, it is successful, CARRIER shall be liable for all costs and expenses incurred by BROKER, including, but not limited to, reasonable attorney's fees.
- G. **CONFIDENTIALITY:**

- i. In addition to Confidential Information protected by law, statutory or otherwise, the Parties agree that all of their financial information and that of their customers, including but not limited to freight and brokerage rates, amounts received for brokerage services, amounts of freight charges collected, freight volume requirements, as well as personal customer information, customer shipping or other logistics requirements shared or learned between the Parties and their customers, shall be treated as Confidential, and shall not be disclosed or used for any reason without prior written consent.
 - ii. In the event of violation of this Confidentiality paragraph, the Parties and agree that the remedy at law, including monetary damages, may be inadequate and that the Parties shall be entitled, in addition to any other remedy they may have, to an injunction restraining the violating Party from further violation of this Agreement in which case the prevailing Party shall be liable for all costs and expenses incurred, including but not limited to reasonable attorney's fees.
- H. MODIFICATION OF AGREEMENT: This Agreement and Exhibit(s) attached, may not be amended, except by mutual written agreement, or the procedures set forth above (Pars 2.B and 2.C).
- I. NOTICES:
 - i. All notices provided or required by this Agreement, shall be made in writing, and delivered, return receipt requested, to the addresses shown herein with postage prepaid; or by confirmed (electronically acknowledged on paper) fax, or by email with electronic receipt.
 - ii. THE PARTIES shall promptly notify each other of any claim that is asserted against either of them by anyone arising out of the Parties performance of this Agreement.
 - iii. Notices sent as required hereunder, to the addresses shown in this Agreement shall be deemed sent to the correct address, unless the Parties are notified in writing of any changes in address.
- J. CONTRACT TERM: The term of this Agreement shall be one year from the date hereof and thereafter it shall automatically be renewed for successive one (1) year periods, unless terminated, upon thirty (30) day's prior written notice, with or without cause, by either Party at any time, including the initial term. In the event of termination of this Agreement for any reason, the Parties shall be obligated to complete performance of any work in progress in accordance with the terms of this Agreement.

- K. SEVERANCE: SURVIVAL: In the event any of the terms of this Agreement are determined to be invalid or unenforceable, no other terms shall be affected, and the unaffected terms shall remain valid and enforceable as written. The representations, rights and obligations of the parties hereunder shall survive termination of this Agreement for any reason.
- L. COUNTERPARTS: This Agreement may be executed in any number of counterparts each of which shall be deemed to be a duplicate original hereof.
- M. FAX CONSENT: The Parties to this Agreement are authorized to fax to each other at the numbers shown herein, (or otherwise modified in writing from time to time) shipment availabilities, equipment and rate promotions, or any advertisements of new services.
- N. ENTIRE AGREEMENT: Except for Exhibit A and its amendments, and unless otherwise agreed in writing, this Agreement contains the entire understanding of the Parties and supersedes all verbal or written prior agreements, arrangements, and understandings of the Parties relating to the subject matter stated herein. The Parties further intend that this Agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence may be introduced to reform this Agreement in any judicial or arbitration proceeding involving this Agreement.