

BROKER - CARRIER AGREEMENT

This Agreement is entered into this ____ day of _____, 20____, between 133678 Canada Inc. d/b/a Nomade Logistics (hereafter, collectively "BROKER") and _____ ("CARRIER"), collectively, the "Parties".

Pursuant to the terms of this Agreement BROKER, a duly licensed and authorized load or freight broker of goods, agrees to engage CARRIER's services by the provision of a Broker Tender to carry third party goods. By accepting a Broker Tender, CARRIER accepts all terms set forth herein. BROKER is not obligated to request services from CARRIER and CARRIER is not obligated to accept requests for services, but this Agreement shall control and govern all such services tendered by BROKER and accepted by CARRIER.

CARRIER is licensed in the United States as a Registered Motor Carrier, DOT/MC-_____, Permit/Certificate No. DOT _____ and in Canada if and as required by applicable law.

1. CARRIER REPRESENTS AND WARRANTS THAT IT:

A. Is a duly Registered or authorized Motor Carrier of Property authorized to provide transportation of property under contracts with shippers and receivers and/or brokers of general commodities.

B. Shall transport the property, under its own operating authority and subject to the terms of this Agreement;

C. Makes the representations herein for the purpose of inducing BROKER to enter into this Agreement.

D. Agrees that a Shipper's insertion of BROKER's name as the carrier on a bill of lading shall be for the Shipper's convenience only and shall not change BROKER's status as a property broker nor CARRIER's status as a motor carrier. BROKER is not a motor carrier and assumes no motor carrier responsibility for cargo loss and damage.

E. Will not re-broker, co-broker, subcontract, assign, interline, or transfer the transportation of shipments hereunder to any other persons or entity conducting business under a different operating authority, without prior written consent of BROKER. If CARRIER breaches this provision, among all other remedies (whether at equity or in law), BROKER shall have the right of paying the monies it owes CARRIER directly to the delivering carrier, in lieu of payment to CARRIER. Upon BROKER's payment to delivering carrier, CARRIER shall not be released from any liability to BROKER under this Agreement or otherwise, including any claims under MAP-21 (49 U.S.C. § 13901 et seq.). In addition to the indemnity obligation in Par 1.H, CARRIER will be liable for consequential damages for violation of this provision.

F. (i) Is in, and shall maintain compliance during the term of this Agreement, with all applicable federal, state, provincial and local laws relating to the provision of its services including, but not limited to: transportation of Hazardous Materials (including the licensing and training of

Haz-Mat qualified drivers), as defined in 49 C.F.R. §172.800, §173, and §397 et seq. and/or of Dangerous Goods (as defined by and pursuant to applicable Canadian law) to the extent that any shipments hereunder constitute Hazardous Materials or Dangerous Goods as the case may be; owner/operator lease regulations; loading and securement of freight regulations; customs regulations; implementation and maintenance of driver safety regulations including, but not limited to, hiring, controlled substances and alcohol testing, and hours of service regulations; sanitation, temperature, and contamination requirements for transporting food, perishable, and other products, including without limitation the Food Safety Modernization Act, the Sanitary Food Transportation Act of 2005 and the FDA's Final Rule pertaining to Sanitary Transportation of Human and Animal Food, qualification and licensing and training of drivers; implementation and maintenance of equipment safety regulations; maintenance and control of the means and method of transportation including, but not limited to, performance of its drivers; all applicable insurance laws and regulations including but not limited to workers' compensation. CARRIER agrees to provide proof of compliance upon request.

(ii) Is solely responsible for any and all management, governing, discipline, direction and control of its employees, owner/operators, and equipment with respect to operating within all applicable federal, and state and provincial legal and regulatory requirements to ensure the safe operation of CARRIERS vehicles, drivers and facilities. CARRIER and BROKER agree that safe and legal operation of the CARRIER and its drivers shall completely and without question govern and supersede any service requests, demands, preferences, instructions, and information from BROKER or BROKER's customer with respect to any shipment at any time.

G. 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.

H. SHALL DEFEND, INDEMNIFY, AND HOLD BROKER, ITS AFFILIATES, ITS CUSTOMER, THE CONSIGNOR, THE CONSIGNEE, AND THE SHIPPER 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. THESE DEFENSE, INDEMNIFICATION, AND HOLD HARMLESS REQUIREMENTS SHALL APPLY WHERE CARRIER ITS AFFILIATES, ITS CUSTOMER, THE CONSIGNOR, THE CONSIGNEE, AND THE SHIPPER ARE SOLELY NEGLIGENT OR AT FAULT; THESE DEFENSE, INDEMNIFICATION, AND HOLD HARMLESS REQUIREMENTS SHALL ALSO APPLY WHERE CARRIER IS CONCURRENTLY NEGLIGENT OR AT FAULT WITH BROKER, BROKER'S CUSTOMER, THE SHIPPER, THE CONSIGNOR, THE CONSIGNEE, AND/OR THIRD PARTIES, WHICH INCLUDES INSTANCES WHERE BROKER IS NEGLIGENT OR AT FAULT. The obligation to defend shall include all attorney fees, expert witness fees, and all other costs of defense as they accrue. Broker's Affiliates, shippers, customers, and consignees are intended third party beneficiaries. Broker shall have the unconditional right to settle claims referenced in this indemnification paragraph and seek defense and/or indemnity from CARRIER. Broker shall also have the right to select its own counsel. The aforementioned obligations shall survive the expiration or earlier termination of this Agreement.

I. Does not have an “Unsatisfactory” or “Conditional” safety rating issued by the Federal Motor Carrier Safety Administration (FMCSA), U.S. Department of Transportation, and/or any relevant Canadian federal or provincial agency and will notify BROKER in writing immediately if its safety rating is changed to “Unsatisfactory” or “Conditional”.

J. Authorizes BROKER to invoice CARRIER’s freight charges to shipper, consignee, or third parties responsible for payment.

K. Has investigated, monitors, and agrees to conduct business hereunder based on the credit-worthiness of BROKER and is granting BROKER credit terms accordingly.

L. To the extent any Goods are transported within the State of California, CARRIER warrants that:

All 53 foot trailers, including both dry-van and refrigerated equipment it operates and the Heavy-Duty Tractors that haul them within California under this Agreement are in compliance with the California Air Resources Board (ARB) Heavy-Duty Vehicle Greenhouse Gas (Tractor-Trailer GHG) Emission Reduction Regulations.

All refrigerated equipment it operates within California under this Agreement is in full compliance with the California ARB Transportation Refrigeration Unit (TRU) Airborne Toxic Control Measure (ATCM) in-use regulations.

All TRUs it operates within California are registered in ARB’s Equipment Registration (ARBER) system; a copy of either the ARBER certification for each TRU or evidence of CARRIER’s inclusion on ARBER’s 100 Percent Compliance List are attached to this Agreement.

CARRIER shall be liable to BROKER or its customers for any penalties or any other liability imposed on or assumed by BROKER or its customers due to penalties imposed by the State of California because of CARRIER’s use of non-compliant equipment.

M. For each vehicle used to perform Services, CARRIER will have on-board an Electronic Logging Device (“ELD”) from a provider listed on the FMCSA’s ELD Registry and will notify BROKER if the ELD malfunctions during provision of Services. CARRIER agrees that all shipments will be transported and delivered with reasonable dispatch, or as otherwise agreed in writing. CARRIER shall not violate any law, rule, or regulation pertaining to highway or motor vehicle safety in order to make timely delivery of a shipment. Nothing in this Agreement shall be interpreted as requiring a driver to perform Services within a certain time or to violate applicable Hours of Service Regulations. CARRIER certifies that it will assign drivers to perform the Services only if such drivers have sufficient time remaining under applicable Hours of Services Regulations to complete the duties assigned by CARRIER.

N. CARRIER warrants that (1) it is not in violation of the California Labor Code and (2) is not on the current list of Port Drayage Motor Carriers with Unsatisfied Court Judgments, Tax-Assessments, or Tax Liens as may be applicable.

2. BROKER RESPONSIBILITIES:

A. SHIPMENTS, BILLING & RATES. BROKER shall inform CARRIER of (i) place of origin and destination of all shipments; and (ii) if applicable, any special shipping and handling instructions, special equipment requirements, or value of shipments in excess of the amount specified in Par. 3C(vi) below, of which BROKER has been timely notified. BROKER will advise CARRIER of the foregoing by means of a Broker Tender or other like means.

B. BROKER shall conduct all billing services to shippers. CARRIER shall invoice BROKER for CARRIER'S charges, as mutually agreed in writing, by fax, or by electronic means, contained in BROKER'S Load Confirmation Sheet(s) incorporated herein by this reference. 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 this reference. BROKER, its affiliates, and its customers shall have the right to offset any claims or damages with pending amounts owed to CARRIER, including amounts CARRIER assigns, delegates, or otherwise transfers to a third party, including, but not limited to, factoring companies and other collections-service companies. Such offset rights shall apply between BROKER, BROKER'S affiliates, and BROKER'S customers so that any of the aforementioned entities may withhold money owed to CARRIER and tender to another of the aforementioned entities; in which case, any claim by CARRIER shall be made solely against the entity receiving the offset. If BROKER, BROKER'S affiliates, or their customers exercise a right to offset, then CARRIER must submit written notice of any disputes within 10 days of any such withholding or offsetting. CARRIER'S written notice must contain sufficient information to investigate the offset. CARRIER must submit such written dispute within 10 days of the date of the offset or withholding. Any offset or withholding not disputed within 10 days is deemed to be correct. In addition to BROKER'S right to offset against amounts BROKER owes CARRIER, in the event CARRIER fails to pay damages, claims, or other expenses related CARRIER'S services or claimed against CARRIER, (1) CARRIER shall be required to provide BROKER advanced notice of all future transportation services that CARRIER provides to other parties, until the damages, claims, or other expenses have been repaid, (2) CARRIER shall be required to submit all of CARRIER'S (a) invoices for freight charges to BROKER with supporting documentation so that BROKER may invoice CARRIER'S customer, until the damages, claims, or other expenses have been repaid, (b) bank records, and (c) corporate documents (3) CARRIER assigns to BROKER the right to collect payment for CARRIER'S services or any other amounts owed to CARRIER (including, but not limited to, third party liability claims for amounts owed to CARRIER) and apply the payment to the amounts CARRIER owes BROKER (including attorney fees), and CARRIER will not submit any invoices to other customers but shall submit all invoices to BROKER (4) CARRIER grants to BROKER a lien in the charges for such services and amounts owed, and (5) CARRIER shall hold harmless BROKER for enforcing these terms.

C. RATES. Additionally, any rates, which may be verbally agreed upon, shall be deemed confirmed in writing where CARRIER has billed the agreed rate and BROKER has paid it. All written confirmations of rates, including confirmations by billing and payment, shall be incorporated herein by this reference. Rates or charges, including but not limited to stop-offs,

detention, loading or unloading, fuel surcharges, or other accessorial charges, tariff rates, released rates or values, or tariff rules or circulars, shall only be valid when their terms are specifically agreed to in a writing signed by both Parties.

D. PAYMENT.

i. CARRIER agrees that BROKER is the party that will pay CARRIER for services provided that are due, and for which CARRIER is in compliance with this agreement, that CARRIER shall have no right or claim against any shipper or any consignor or consignee or any other party other than the BROKER for any of its charges, and that, under no circumstance, will CARRIER seek payment from, or bring suit against, the shipper, the consignee, or other intermediary unless BROKER gives express written consent to CARRIER prior to any attempt by CARRIER to seek payment from, or bring suit against, such party. CARRIER shall be liable for any attorney fees or consequential damages incurred by BROKER, BROKER'S Customer, the shipper, the consignor, or the consignee as a result of CARRIER'S breach of this provision of this Agreement.

ii. CARRIER hereby authorizes BROKER to deduct from any amount due to CARRIER pursuant to this Agreement or any other agreement between the parties, any amount which may be payable as a result of cargo damage or other claim by CARRIER to BROKER, BROKER'S customer, or the shipper, and any amount for which BROKER may become liable to third parties by reason of CARRIER'S actions or omission, performance, or failure to perform CARRIER'S obligations under this Agreement, BROKER may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim.

E. BOND. BROKER shall maintain a surety bond /trust fund as required by the Federal Motor Carrier Safety Administration (FMCSA) in the form and amount required by that agency's regulations.

F. BROKER will notify CARRIER immediately if any federal 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.

G. BROKER's responsibility is limited to arranging for, but not actually performing, transportation of a shipper's freight.

3. CARRIER RESPONSIBILITIES:

A. COMPLIANCE WITH LAWS. CARRIER must provide Services in a safe and prudent manner and in compliance with all applicable federal, provincial, state and local statutes, ordinances, rules, and regulations, including, but not limited to those pertaining to the proper qualification, screening, and licensing of drivers; hours of service; maintenance and safe operation of equipment; transportation and handling of Hazard Materials (49 C.F.R. §§ 172.800, 173 and 397, et seq.) ("HAZMAT") and any applicable Canadian laws concerning the haulage of Dangerous Goods; security; owner-operator leases; loading and securement of freight; controlled substance and alcohol use testing; insurance and workers' compensation requirements; the safe

and secure transportation of food that will ultimately be consumed by humans or animals, including the Food Safety Modernization Act (21 U.S.C. § 2201, et seq.), the Food, Drug and Cosmetic Act (21 U.S.C. § 341, et seq.) (“FD&C Act”), the Sanitary Food Transportation Act (49 USC 5701 et seq.), and 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 applicable Canadian statutes and regulations (collectively the “Food Safety Laws”) as applicable. CARRIER agrees that food that has been transported or offered for transport under conditions that are not in compliance with the shipper’s instructions as provided to CARRIER by the shipper, through BROKER or otherwise, may be considered “adulterated” within the meaning of the Federal Food, Drug and Cosmetic Act, 21 U.S.C. §§ 342(a)(i)(4), 342(i). CARRIER understands that adulterated shipments may be refused by the consignee or receiver upon their tender for delivery. CARRIER must comply with its legal obligations concerning the safe and secure transportation of goods and CARRIER will notify BROKER promptly by telephone of any accident, theft or other occurrence that impairs the safety of, or delays the delivery of, shipments subject to this Agreement.

B. Regardless of the place of origin of a shipment, the provisions in sub-sections 3C and 3D below shall govern carrier liability for freight loss, damage or delay. In the event there is a conflict between those provisions and any carriage terms and conditions deemed applicable by the laws of a place of origin, the former shall govern to the extent of any such inconsistency as permitted by law.

C. BILLS OF LADING. CARRIER shall issue a bill of lading, in compliance with governing law(s) at the place of origin, including without limitation 49 C.F.R. §373.101 (and any amendments thereto) to the extent applicable, for the property it receives for transportation under this Agreement. Unless otherwise agreed in writing, CARRIER shall become fully responsible/liable for the freight when it takes/receives possession thereof, and the trailer(s) is loaded, regardless of whether a bill of lading has been issued, and/or signed, and/or delivered to CARRIER, and which responsibility/liability shall continue until delivery of the shipment to the consignee and the consignee signs the bill of lading or delivery receipt. Any terms of the bill of lading (including but not limited to payment and credit terms, released rates or released value and/or any bill of lading terms as may be deemed applicable under applicable law) inconsistent with the terms of this Agreement shall be ineffective. Failure to issue a bill of lading, or sign a bill of lading acknowledging receipt of the cargo, by CARRIER, shall not affect the liability of CARRIER.

D. LOSS & DAMAGE CLAIMS.

(i) Except as otherwise provided herein, CARRIER shall comply with 49 C.F.R. §370.1 et seq. and any amendments and/or any other applicable regulations as may be applicable adopted by the Federal Motor Carrier Safety Administration, U.S. Department of Transportation, or any applicable federal, provincial, or state regulatory agency, for processing all loss and damage claims and salvage. CARRIER agrees that food that has been transported or offered for transport under conditions that are not in compliance with Shipper’s or BROKER’S instructions, as provided to CARRIER by Shipper or BROKER, will be presumed to be “adulterated” subject to the application of and within the meaning of the Federal Food, Drug and Cosmetic Act, 21 U.S.C. § 342 (i). CARRIER understands and agrees that adulterated shipments

may be refused by the consignee or receiver, at destination without diminishing or affecting CARRIER'S liability in the event of a cargo claim. CARRIER shall not sell, salvage or attempt to sell or salvage any goods without the BROKER's express written permission; and

(ii) Regardless of the place of origin of a shipment (whether in the United States or Canada) CARRIER's liability for any cargo damage, loss, or theft from any cause shall be for the full invoice value of goods affected as determined at the time and place of destination as prescribed by the Carmack Amendment, 49 U.S.C. §14706. Where the Carmack Amendment is not otherwise applicable by its own terms, the same is incorporated by reference.

(iii) Special Damages: CARRIER's indemnification liability for freight loss and damage claims shall include legal fees which shall constitute special damages, the risk of which is expressly assumed by CARRIER, and which shall not be limited by any liability of CARRIER herein. To the extent that any provision herein (including, but not limited to, this provision allowing BROKER, BROKER's Affiliates, the shipper, and BROKER's customers to recover attorney fees) conflicts with the Carmack Amendment, 49, U.S.C. §14706, or Part (b), Subtitle IV, of Title 49 U.S.C., or their successor statutes and regulations, CARRIER expressly waives the protections of the Carmack Amendment and Part (b), Subtitle IV, of Title 49 U.S.C.

(iv) Claims for loss or damage to freight must be filed in writing on CARRIER within 9 months from date of delivery, or scheduled date of delivery for non-delivered shipments. Where there is no there is no scheduled date for delivery claim to be filed in writing within 9 months after a reasonable time has elapsed for delivery.

(v) Notwithstanding the terms of 49 CFR 370.9 as may be applicable, CARRIER shall pay, decline or make settlement offer in writing on all cargo loss or damage claims within thirty days of receipt of the claim. Failure of CARRIER to pay, decline or offer settlement within this thirty day period shall be deemed admission by CARRIER of full liability for the amount claimed and a material breach of this Agreement.

E. INSURANCE. CARRIER shall furnish BROKER with Certificate(s) of Insurance, or insurance policies subject to the following minimum limits: General liability \$1,000,000.00; motor vehicle (including hired and non-owned vehicles) \$1,000,000.00, (\$5,000,000, including environmental damages due to release or discharge of hazardous substances, if transporting dangerous goods or hazardous materials); cargo damage/loss, \$250,000.00; workers' compensation with limits required by law. Except for the higher coverage limits that may be specified above, the insurance policies shall comply with minimum requirements of the Federal Motor Carrier Safety Administration and any other applicable regulatory state or provincial agency. Nothing in this Agreement shall be construed to avoid or limit CARRIER's liability due to any policy limits or exclusion or deductible in any insurance policy.

F. ASSIGNMENT OF RIGHTS. CARRIER automatically assigns to BROKER all its rights to collect freight charges from Shipper or any responsible third party.

G. CARRIER assumes full responsibility and liability for payment of the following items: All applicable federal, state, provincial and local payroll taxes, taxes for unemployment insurance, old age pensions, workers' compensation, social security, with respect to persons

engaged in the performance of its transportation services hereunder. BROKER shall not be liable for any of the payroll-related tax obligations specified above and CARRIER shall indemnify, defend, and hold BROKER harmless from any claim or liability imposed or asserted against BROKER for any such obligations.

H. Perishables, food products, and produce.

i. Carrier shall set the temperature setting to continuous (not on/off) for all reefer loads, unless otherwise directed by Broker or Shipper in writing. Carrier shall comply with all of Broker's and Shipper's instructions as to temperature and transportation requirements, including, but not limited to continuous temperature setting. In the event there is a discrepancy between Broker's and Shipper's instructions (for perishables, food products, produce, or any other cargo), Carrier shall notify Broker immediately and shall not transport the property until Broker has advised Carrier of the appropriate instructions. In the event Carrier fails to comply with the terms of the Section and the cargo is lost, damaged, or otherwise rejected for any reason, Carrier shall be liable for the full value of the load.

ii. Carrier warrants that they will maintain adequate fuel levels for the refrigeration or heating unit and assume full liability for claims and expenses incurred by the Broker or the shipper for failure to do so. Carrier shall have a temperature recorder in the trailer and logs of temperature during the entirety of transportation

iii. Carrier shall pulp all product during loading and ensure the temperature matches the bill of lading and/or rate confirmation. Any discrepancy must be reported to Broker immediately and Broker must approve transportation of shipment prior to Carrier transporting the cargo.

iv. Carrier will verify that the equipment is suitable for the transportation of produce, food, dairy & milk products for human or animal consumption, as well as for other perishables, and will comply with all applicable laws and regulations, including maintenance of permits and record keeping requirements, for food, dairy & milk transporters. Carrier warrants that the Carrier will inspect or hire a service representative to inspect a vehicle's refrigeration or heating unit as necessary to prevent unsanitary conditions and reliable operations of equipment. Carrier warrants that they shall maintain a record of each inspection of refrigeration or heating unit and retain the records of the inspection for a least one year. Copies of these records must be provided upon request to the Carrier's insurance company and Broker. Each unit will maintain temperature data loggers in good working condition and provide the temperature readings upon request.

v. Carrier will inspect all empty equipment before loading to determine whether it is in apparent good condition (i.e., it appears to be sound, roadworthy, clean, odor-free, dry, leakproof, and free of contamination or infestation) to protect the cargo being transported, will reject any equipment that is not in apparent good condition, clean, and disinfected, and will immediately (no later than 60 minutes) inform Broker of its rejection. Carrier acknowledges that if Carrier fails to inspect the equipment when it has the opportunity to do so, Carrier assumes liability related to such failure, for damage or loss to product cargo transported in such equipment.

I. Carriers providing bulk service in cargo tanks or tank vehicles shall only use tanks, hoses, and pumps that are clean, dry, odor free, and certified to be in such condition by presentation of a

wash certificate when the tank arrives for loading. Broker, shipper, or the consignor may utilize various inspection techniques prior to loading and reject the trailer at the Carrier's expense if it fails to be clean, dry, odor free, or is unaccompanied with a wash certificate. After loading, Broker or shipper may retain a product sample from the trailer for a contamination analysis. At any time, upon Broker's or shipper's request, Carrier shall present to Broker or shipper the prior 3 products loaded in the trailer and the wash methods used to clean it.

J. U.S. Government Shipments. If the Carrier is providing services under this Agreement pursuant to any bill of lading or shipment procured by a United States Government entity, agency, or unit, including but not limited to the Department of Defense or any branch of the U.S. Military, the following additional provisions shall apply:

- i. Carrier certifies that they are a Military Surface Deployment and Distribution Command (SDDC) approved Transportation Service Provider (TSP). Carrier will perform all necessary steps to maintain its status as an SDDC approved TSP during the pendency of this Agreement, and is required to inform Broker, in writing, of any termination or lapse of their status as an approved TSP, or circumstances that jeopardize their status as an approved TSP. Carrier agrees to comply with and abide by all regulations governing the provision of transportation services to the U.S. Government, including but not limited to the Military Freight Traffic Unified Rules Publication-1 (MFTURP-1), Defense Transportation Regulation (DTR), and the U.S. Federal Bill of Lading Act (BL). Satisfaction of this provision is a precondition to this Agreement and failure thereof will serve as grounds for Broker to cancel this Agreement and/or seek any and all recourse available to it against Carrier.
- ii. Wage and Hour
 - a. General: Carrier acknowledges and agrees that this Agreement may be subject to various special wage and hour requirements with respect to prevailing wages, prevailing fringe benefits and overtime compensation required by the U.S. Government for its contracts. Carrier expressly agrees that it is Carrier's responsibility to ensure that it is in compliance with these laws and applicable regulations. All such laws and their regulatory provisions are incorporated herein by reference and are made applicable to this Agreement.
 - b. SCA Requirements: To the extent Carrier is awarded or performs work procured by the U.S. Government pursuant to this Agreement (including transportation secured by a Bill of Lading) in excess of \$2,500, it is expressly subject to the Service Contract Act, all pertinent portions of which are expressly incorporated herein. Pursuant to the Service Contract Act, Carrier agrees as follows:
 - i. Carrier is required to pay its "service employees" (as defined in the SCA) performing services no less than the prevailing wages and fringe benefits outlined in the applicable Wage Determination, which shall apply by operation of law to all activities of the Carrier. Carrier is responsible for securing the prevailing wage applicable to its service employees, and for paying those prevailing wages and fringe benefits.

- ii. Carrier acknowledges and agrees to abide by the SCA accounting and recordkeeping requirements.
 - iii. Carrier further acknowledges and agrees to abide by the notice requirements under the SCA, and shall notify each service employee of the minimum monetary wage and any fringe benefits required to be paid, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the work site. Failure to comply with this requirement is a violation of 41 U.S.C. 6703 and of this Agreement.
 - iv. Carrier further acknowledges and agrees to abide by the safety and health protection requirements under the SCA, and to ensure that no part of the services covered under the SCA will be performed in buildings, surroundings, or under working conditions which are unsanitary, hazardous, or dangerous to the health and safety of service employees. Carrier shall comply with the safety and health standards applied under 29 CFR Part 1925.
- c. Minimum Wage for Carrier Employees: Carrier shall not pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve Carrier of any other obligation under law or contract for payment of a higher wage to any employee.
 - d. Paid Sick Leave: Carrier acknowledges and agrees to abide by the provisions of Executive Order 13706, requiring contractors performing services subject to the Service Contract Act to provide subject service employees with paid sick leave.
 - e. Cooperation: Carrier agrees to cooperate with the any investigation or inquiry with respect to compliance with the wage and hour laws. Broker shall have the right to audit Carrier, demand written documentation and records, interview workers, and otherwise take any and all steps necessary to determine compliance. Carrier shall timely provide all information requested and shall take any corrective action required by either the Government or by the Broker.
 - f. State Laws: Sometimes state and local wage and hour laws may require payments that are in excess of federal law, depending on the jurisdiction and the contract terms. Carrier agrees to perform its own independent investigation of state and local wage and hour laws and to adopt compensation policies which are in conformance therewith. Carrier further agrees to comply with all state wage and employments laws.
 - g. Wage and Hour Disputes: Carrier agrees to comply with all federal, state, and local wage and hour laws, regulations, orders, and requirements, and to do so at its own expense and cost. Carrier acknowledges this is its own exclusive responsibility, and Carrier understands that this is a condition precedent for the award of this Agreement and any work awarded pursuant to this Agreement. Noncompliance with any of the requirements of wage and hour laws,

regulations orders or procedures shall not be a basis for any Carrier claim for monies due from the Broker.

- h. Breach of Agreement: Carrier agrees to comply with the requirements of any of these laws, to the extent applicable, and to pay the prevailing or minimum wages, fringe benefits, and any overtime or other compensation due its workers. Failure to comply with any material provision of this clause shall be a basis for withholding further payment to Carrier. Compliance is a condition precedent for payment of any of Carrier's invoices. Failure to comply is a breach of this Agreement and shall subject Carrier to liability for any monetary deficiencies not withheld or offset.
- iii. If applicable, Carrier agrees to abide by any and all immigration laws, including but not limited to the Federal E-Verify requirements.
- iv. If applicable, Carrier agrees to abide by Executive Order 11246, as amended and shall not discriminate in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identity or national origin, and to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.
- v. If applicable, Carrier acknowledges and agrees to abide by the anti-discrimination and any applicable affirmative action requirements set out in the Vietnam Era Veterans' Readjustment Assistance Act (VEVRA).
- vi. If applicable, Carrier acknowledges and agrees to abide by the requirements of Section 503 of the Rehabilitation Act of 1973, and shall not discriminate against qualified individuals on the basis of disability, and shall employ an affirmative action plan to promote the employment of qualified individuals with disabilities.
- vii. If applicable, in accordance with 15 USC 637, Carrier shall negotiate or otherwise engage socially and economically disadvantaged small business vendors for construction work, services, or the manufacture, supply, assembly of such articles, equipment, supplies, materials, or parts thereof, or servicing or processing in connection therewith, or such management services as may be necessary to enable the Administration to perform such contracts. Provided, however, that Carrier shall perform transportation of all shipments under Carrier's motor carrier authority and shall not broker nor engage other motor carriers or brokers for such shipments.
- viii. Carrier and its employees or agents are prohibited from offering or giving a gratuity (including an entertainment or gift) to an officer, official, or employee of the U.S. Government with the intent to obtain favorable treatment.
- ix. Carrier agrees to comply with the requirements of the Anti-Kickback Act of 1986 (41 U.S.C. Chapter 87, Kickbacks). In transportation contracts with the government (including those moved by Tender and BOL) in excess of \$150,000, the Carrier shall have in place and follow reasonable procedures designed to prevent and detect

violations of the Kickbacks Statute in its own operations and direct business relationships (e.g., company ethics rules prohibiting kickbacks by employees, agents, or subcontractors; education programs for new employees and subcontractors, explaining policies about kickbacks, related company procedures and the consequences of detection; procurement procedures to minimize the opportunity for kickbacks; audit procedures designed to detect kickbacks; periodic surveys of subcontractors to elicit information about kickbacks; procedures to report kickbacks to law enforcement officials; annual declarations by employees of gifts or gratuities received from subcontractors; annual employee declarations that they have violated no company ethics rules; personnel practices that document unethical or illegal behavior and make such information available to prospective employers.

- x. Carrier will comply with 31 USC 1352I, which prohibits a recipient of a Federal contract from using “appropriated funds” to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal actions. 31 USC 1352 also requires offerors to furnish a declaration consisting of both a certification and a disclosure, with periodic updates of the disclosure after contract award.
- xi. The Carrier shall inform its employees in writing, in the predominant native language of the workforce, of contractor employee whistleblower rights and protections under 10 U.S.C. 2409. Carrier shall include the substance of this clause in all subcontracts, to the extent permitted under this Agreement.
- xii. Unless an exception is authorized, Carrier shall pass through any motor carrier fuel-related surcharge adjustments to the person, corporation, or entity that directly bears the cost of fuel for shipment(s) subject to Section N of this Agreement. Carrier has the sole responsibility and duty to ensure the FS payment goes to the cost bearer.
- xiii. **INDEMNIFICATION: CARRIER AGREES TO INDEMNIFY AND HOLD BROKER HARMLESS FROM ANY COSTS, EXPENSES, DAMAGES, PENALTIES, FINES, OR OTHER CLAIMS THAT CARRIER OWES ITS EMPLOYEES BACK WAGES, FRINGE BENEFITS, OVERTIME PAY, OR ANY OTHER WAGE AND HOUR CLAIM ARISING UNDER OR RELATED TO WORK OR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT. CARRIER FURTHER AGREES TO INDEMNIFY AND HOLD BROKER HARMLESS FROM ANY COSTS, EXPENSES, DAMAGES, PENALTIES, FINES OR OTHER CLAIMS THAT CARRIER HAS FAILED TO COMPLY WITH ANY OF THE LAWS AND/OR REGULATIONS APPLICABLE TO CARRIER IN BY VIRTUE OF ITS AWARD AND/OR PERFORMANCE OF WORK PURSUANT TO A GOVERNMENT CONTRACT, INCLUDING BUT NOT LIMITED TO THOSE ENUMERATED HEREIN. IF BROKER INCURS ANY SUCH COST, CARRIER AGREES THAT BROKER MAY WITHHOLD SUCH**

SUMS FROM ANY PAYMENT OTHERWISE DUE CARRIER, AND CARRIER EXPRESSLY AGREES TO REIMBURSE BROKER FOR SAID COST TO THE EXTENT THERE IS ANY DEFICIENCY IN THE FUNDS TO MAKE PAYMENT.

4. MISCELLANEOUS:

A. INDEPENDENT CONTRACTOR. The relationship of the Parties to each other shall at all times be that of independent contractors. None of the terms of this Agreement, or any act or omission of either Party shall be construed for any purpose to express or imply a joint venture, partnership, principal/agent, fiduciary, or employer/employee relationship between the Parties. Each Party shall provide sole supervisions and shall have exclusive control over the actions and operations of its employees, and agents used to perform its services hereunder. Neither Party has any right to control, discipline or direct the performance of any employees, or agents of the other Party. Neither Party shall represent to any party that it is anything other than an independent contractor in its relationship to the other Party.

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. 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) In respect of shipments originating from the United States, this Agreement is for specified services pursuant to 49 U.S.C. §14101(b). 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.

D. DISPUTES.

Shipments Originating in the United States

In the event of a dispute arising out of this Agreement concerning a shipment originating in the United States, the parties hereto agree that the same shall be subject to and governed by the laws of the State of Texas to the extent not preempted by applicable federal law. Each of the parties hereby irrevocably submits to the exclusive jurisdiction of the courts of any federal or state court sitting in Texas, in any proceeding related to this Agreement, irrevocably waives any objection to venue, and acknowledges that such venue is a convenient forum.

Shipments Originating in Canada

In the event of a dispute arising out of this Agreement concerning a shipment originating in Canada the parties hereto agree that the same shall be subject to and governed by the laws of the Province of Quebec. Each of the parties hereby submit to the exclusive jurisdiction of the courts

of Quebec at Montreal, Quebec in any proceeding related to this Agreement, irrevocably waives any objection to venue, and acknowledges that such venue is a convenient forum.

E. NO BACK SOLICITATION.

(i) Carrier agrees that during the term of this Agreement and for a period of two (2) years from the date of termination of this Agreement, that neither Carrier nor any employee, officer, director, agent or otherwise of Carrier, will directly or indirectly solicit or accept traffic from any consignor, consignee, or customer of BROKER where (a) the availability of such shipments first became known to Carrier as a result of BROKER's efforts; or (b) the shipments of the consignor, consignee, or customer of the BROKER was first tendered to the Carrier by BROKER.

(ii) In the event of breach of this provision, BROKER shall be entitled, for a period of twelve (12) months following delivery of the last shipment transported by CARRIER under this Agreement, to a commission of twenty percent (20%) of the gross transportation revenue (as evidenced by freight bills) received by CARRIER for the transportation of said freight as liquidated damages, and not as a penalty, representing the fair, equitable, and reasonable estimate that the Parties agree will compensate BROKER for lost profit, loss of goodwill, and related injuries, since actual damages would be uncertain and difficult to prove. 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.

F. 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 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 non-prevailing Party shall be liable for all costs and expenses incurred, including but not limited to reasonable attorney's fees.

(iii) CARRIER agrees that BROKER's charges to its customers are confidential and need not be disclosed to CARRIER. CARRIER specifically waives any rights it may have under 49 CFR §371.3. Except as may be required by law, the terms and conditions of this Agreement and information pertaining to any Services will not be disclosed by either party to any other persons or entities, except to the directors, officers, employees, authorized contractors, attorneys, and accountants of each party. This mutual obligation of confidentiality will remain in effect during the terms of the Agreement and for a period of two years following any termination.

G. MODIFICATION OF AGREEMENT. This Agreement and Exhibit A et. seq. attached may not be amended, except by mutual written agreement, or the procedures set forth above (Pars 2.B and 2.C).

(i) Should CARRIER modify any provision of this agreement, whether in handwritten form, modified text or otherwise, such amendment shall not be effective, unless BROKER has initialed such change in close proximity thereto evidencing BROKER's specific acceptance of such modification.

(ii) Additionally, the provisions of this Agreement shall be deemed to supersede and shall prevail over any conflicting terms set forth in any load confirmation, rate confirmation, dispatch sheet or other document pertaining to this Agreement, whether any such document was signed prior to, contemporaneously with or subsequent to execution of this Agreement.

H. 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.

I. CONTRACT TERM. The term of this Agreement shall be one year from the date hereof and thereafter it shall automatically be renewed for successive 1 year periods, unless terminated, upon 15 day's prior 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.

J. 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.

K. COUNTERPARTS. This Agreement may be executed in any number of counterparts each of which shall be deemed to be a duplicate original hereof.

L. FORCE MAJEURE. In the event that either Party is prevented from performing its obligations under this Agreement because of an occurrence beyond its control and arising without its fault or negligence, including without limitation, war, riots, rebellion, acts of God, acts of lawful authorities, fire, strikes, lockouts or other labor disputes, such failures to perform (except for any payments due hereunder) shall be excused for the duration of such occurrence. Economic

hardships, including, but not limited to, recession and depression, shall not constitute Force Majeure events.

M. CURRENCY. All references to “\$” or dollars shall mean United States currency.

N. ENTIRE AGREEMENT. Unless otherwise agreed in writing, this Agreement contains the entire understanding of the Parties and supersedes all verbal or written prior agreements, arrangements, and understandings of the Parties relating to the subject matter stated herein, whether any such document was signed prior to, contemporaneously with or subsequent to execution of this Agreement. The Parties further intend that this Agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence may be introduced to reform this Agreement in any judicial or arbitration proceeding involving this Agreement.

IN WITNESS WHEREOF, we have signed this Agreement the date and year first shown above.

133678 Canada Inc. d/b/a Nomade Logistics
(BROKER)

(CARRIER)

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title

Title

Company Address:

Company Address:

Phone

Fax

Phone

Fax

E-Mail

E-Mail