

“one call moves all”



***stephen
frederick
logistics inc.***

sfl2000.com

STEPHEN FREDERICK LOGISTICS CARRIER QUALIFICATIONS CHECKLIST

Required Items:

- D Signed copy of Motor Carrier Agreement
- D Proof of Insurance (requested from Insurance Agent)
- D Carrier Profile Information
- D Taxpayer Identification (W-9 for US, W-8BEN, HST/GST# for Canada)
- D Operating Authority Registration Numbers
- D WSIB Certificate or Status letter if you do not have a WSIB Certificate.
- D FAST / CSA
- D CTPAT / PIP
- D SMARTWAY
- D AND ANY OTHER CERTIFICATIONS

Minimum Insurance Requirements:

Type: Coverage: Minimum Limits:

Commercial General Liability Aggregate \$1,000,000

Automobile Liability Combined Single Limit \$1,000,000

(Any and All autos)

Primary Cargo \$100,000

Note:

- D Stephen Frederick Logistics must be named as a certificate holder on all CGL/AL policies.
- D All insurance certificates must provide Stephen Frederick Logistics, with a minimum of 10 days prior notice of cancellation or material change that reduces the minimum requirements above.
- D Carriers may be asked to provide higher limits of insurance to maintain contract or qualification status. Such limits are at the discretion of Stephen Frederick Logistics.
- D Any of these requirements that cannot be met, are reviewed on a case by case basis by Stephen Frederick Logistics.

Contact Information

Billing Address: **P.O Box 28120
North Park Plaza
Brantford, Ontario
N3R 7X5**

Phone Number: **519-759-6042**

Fax Number: **519-759-8136 or 519-759-8742 (accounting)**

Dispatch Contacts:

Colleen x203	colleen@sfl2000.com
Corry x204	corry@sfl2000.com
Sarah x 214	sarah@sfl2000.com
Jennifer x217	jennifer@sfl2000.com
Mandy x208	mandy@sfl2000.com
Shawn x210	shawn@sfl2000.com
Richard x 215	richard@sfl2000.com
Heather x211	heather@sfl2000.com
Virginia x507	virginia@sfl2000.com
Laurie x206	laurie@sfl2000.com
Kristy x207	kristy@sfl2000.com

Tracing contacts:

Claudette x212 claudette@sfl2000.com

Accounting Contacts:

Janet x202	accounting@sfl2000.com
Madison x213	accounting@sfl2000.com
Kim x218	accounting@sfl2000.com
Lisa x220	accounting@sfl2000.com

Stephen x200 stephen@sfl2000.com

gst# 89446 7612 RT001
scac code: FKSL
MC #: MC392029B

Quick Pay Program



Get Paid Faster with Stephen Frederick Logistics

Stephen Frederick Logistics now offers a factoring service to carriers requiring quick payments of invoices. Stephen Frederick Logistics Quick Pay options include same day payment processing or we can send it out in the mail. Please review the following chart and choose the best option that is conducive to your company's requirements.

Payment plus Delivery Charge see below	Rate
Immediate payment with overnight courier	5% + \$49.00
Regular mail Cheque cut within 24 hours of receiving your quick pay request.	5%

For Same Day Payment Processing

- You must call our Accounting Department @ 519-759-6042 for quick pay authorization.
- You must email or fax the following copies; your invoice clearly marking acceptance of quick pay, Proof of Delivery (POD) and Stephen Frederick Logistics Load confirmation to either accounting@sfl2000.com or fax to 519-759-8742.
- **** When Factoring invoices that are not Stephen Frederick Logistics customers, time will be needed to obtain an adequate Credit check on the account. We have the right to reject from doing this at any time without reason.

PM-25
(Rev. 1/95)

SERVICE DATE
October 18, 2000

DEPARTMENT OF TRANSPORTATION
FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION

LICENSE

MC 392029 B

STEPHEN FREDERICK LOGISTICS INC.
BRANTFORD, ON, CD

This license is evidence of the applicant's authority to engage in operations, in interstate or foreign commerce, as a broker, arranging for transportation of freight (except household goods) by motor vehicle.

This authority will be effective as long as the broker maintains insurance coverage for the protection of the public (49 CFR 387) and the designation of agents upon whom process may be served (49 CFR 366). Applicant shall also render reasonably continuous and adequate service under this authority. Failure to maintain compliance will constitute sufficient grounds for revocation of this authority.

Terry Shelton, Acting Director
Office Data Analysis & Information

Systems

Diamond Broker Program



Stephen Frederick Logistics Inc.

Is a participating member of the

TIA Certified Diamond Broker Program

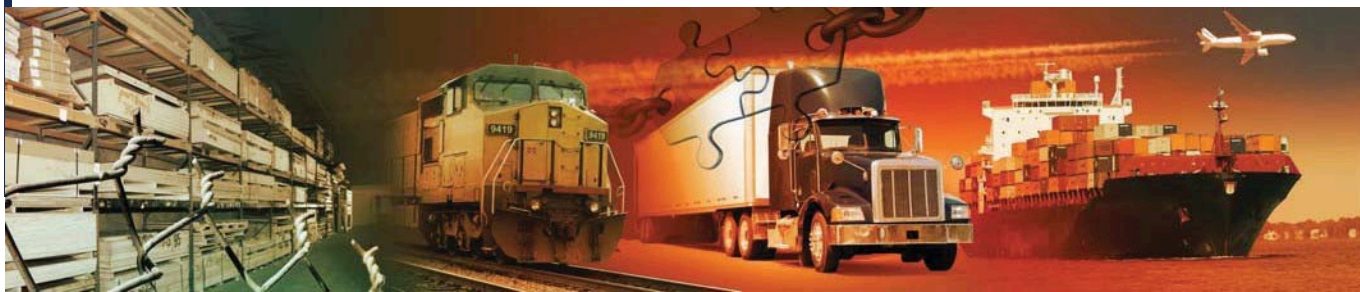
Meeting all performance, credit and bonding requirements of
Truckstop.com and Transportation Intermediaries Association.



Valid through January 2017 – MC 392029

PIP PEP

PARTNERS IN PROTECTION PARTENAIRES EN PROTECTION



Stephen Frederlck Loglstlcs Inc.

A PARTNER CONTRIBUTING TO THE PROTECTION OF CANADIAN
SOCIETY AND THE FACILITATION OF LEGITIMATE TRADE

DIRECTOR, TRUSTED TRADERS PROGRAMS
CANADA BORDER SERVICES AGENCY

Membership number 10502

Date of Re-Validation 2012-03-23



PIP PARTNERS IN PROTECTION

Stephen Frederick Logistics Inc.

Mandatory Business Partner Security Questionnaire

What does PIP, C-TPAT and AEO mean and how does this affect you:

Partners in Protection (PIP) was developed in 1995 with a primary focus on promoting business awareness and compliance with customs regulations. After the events of 9/11, the PIP program's focus shifted to place a greater emphasis on trade chain security, which included urging members to improve their physical, infrastructure and procedural security. A security questionnaire was developed with suggested security recommendations. The importance of the PIP program increased in 2002 when a PIP membership became a prerequisite to participate in the Free and Secure Trade (FAST) program. FAST provides expedited border clearances into Canada for pre-approved importers, carriers and drivers.

The C-TPAT - Customs Trade Partnership Against Terrorism - became a program to help protect The United States of America after the horrific act of terrorism on September 11, 2001, combating the threat of terrorism became CBP's number one priority. CBP and willing members of the trade community collaborate to better secure the international supply chain.

AEO – Authorized Economic Operator, a company that is a Certified Member of PIP, C-TPAT, SES (Australia & New Zealand) and all programs that technically are the same initiative just different names per Country, our C-TPAT being Number 1 in the World, 2nd is the PIP in Canada, once you are part of these recognized programs for Heightened Security Measures you are now part of the AEO.

These programs must ensure that partners improve the security of their supply chains pursuant to security criteria.

Along with the PIP, C-TPAT, Certified members are FAST – Free And Secure Trade members also giving those members access to the FAST lanes for eased border crossing privileges.

As in process PIP and C-TPAT Certification members we are demonstrating our responsibilities, professionalism and best practices.

As part of Stephen Frederick Logistics Inc. responsibilities as a C-TPAT and PIP Participant we are required to document and verify the risk assessments in our supply chain. We are committed to aiding and maintaining this fundamental aspect of our security supply chain. Please assist us by completing the following confidential security questionnaire.

Company

Name: _____

Address: _____

City, Province: _____

Postal Code: _____

Telephone Number: _____

Company Contact:

First & Last Name: _____

Position Title: _____

Fax: _____

Email: _____

Please select the sector(s) that best describe your business.

Yes/No

- | | | |
|--------------------------|--------------------------|-------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | Highway Carrier |
| <input type="checkbox"/> | <input type="checkbox"/> | Marine Carrier |
| <input type="checkbox"/> | <input type="checkbox"/> | Air Carrier |
| <input type="checkbox"/> | <input type="checkbox"/> | Freight Forwarder |
| <input type="checkbox"/> | <input type="checkbox"/> | Customs Broker |
| <input type="checkbox"/> | <input type="checkbox"/> | Courier |
| <input type="checkbox"/> | <input type="checkbox"/> | Importer |
| <input type="checkbox"/> | <input type="checkbox"/> | Exporter |

Please indicate whether you participate in the following programs:

Yes/No

- | | | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | C-TPAT – Canada/U.S.A. Highway Carrier |
| <input type="checkbox"/> | <input type="checkbox"/> | SVI – Status Verification Interface Number: _____ |
| _____ | | |
| <input type="checkbox"/> | <input type="checkbox"/> | PIP – Partners In Protection |
| <input type="checkbox"/> | <input type="checkbox"/> | CSA – Customs Self Assessment |
| <input type="checkbox"/> | <input type="checkbox"/> | Authorized Economic Operator country (ies): _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | FAST – Free And Secure Trade |
| <input type="checkbox"/> | <input type="checkbox"/> | Other programs (specify): _____ |

Please note that if you are a C-TPAT Certified member please enter your SVI number or email your SVI number to us and you do not have to proceed further with this questionnaire. Email to: stephen@sfl2000.com

Signed: Month _____ Day _____ Year _____

Signature: _____

Trailer and Container Security:

Please indicate:

Yes/No

- | | | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | Are Trailers and Containers Inspected for Structural Integrity and Reliability of Locking Mechanisms Prior to Loading? |
| <input type="checkbox"/> | <input type="checkbox"/> | Are Trailers and Containers kept in a Secure Area to Prevent the Unauthorized Introduction of Contraband or Harmful Materials Prior to Loading and Departure? |
| <input type="checkbox"/> | <input type="checkbox"/> | Are Trailers and Containers Inspected utilizing the 17 point and or 7 point inspection checklists for every load? |

Seals Procedures:

Please indicate:

Yes/No

- | | | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | We apply a high security seal that meets the PAS ISO 17712 standard on all U.S.A. shipments. |
| <input type="checkbox"/> | <input type="checkbox"/> | On all Domestic LTL shipments, within U.S.A. we apply a security Padlock. |
| <input type="checkbox"/> | <input type="checkbox"/> | We have written seals procedures. |

Physical Security and Access Controls:

Please indicate:

Yes/No

- ☐ ☐ Does your company have physical access controls to prevent unauthorized entry to facilities i.e. perimeter fencing and gates?
- ☐ ☐ Does your company maintain control of employees with ID badges?
- ☐ ☐ Does your company maintain control of visitors with Visitors Log Book and Visitors ID badges?
- ☐ ☐ Does your company have security cameras?
- ☐ ☐ Does your company have an alarm system?
- ☐ ☐ Does your company have on site security personnel?
- ☐ ☐ Does your company have adequate lighting provided inside and outside the facility including the following areas: entrances and exits, parking or storage areas for tractors, trailers, rolling stock, and fences?
- ☐ ☐ Does your company have parking procedures that include the following restrictions: Private passenger vehicles must be prohibited from parking in close proximity to parking and storage areas for tractors, trailers and other rolling stock that crosses the international border?
- ☐ ☐ Does your company have procedures in place to identify, challenge and address unauthorized/unidentified persons?
- ☐ ☐ Does your company have procedures in place to protect Cargo handling and Loading Docks areas?
- ☐ ☐ Does your company have Signage that directs persons to appropriate areas and prevent or deter unauthorized personnel from accessing restricted areas?

Personnel Security

Please indicate:

Yes/No

- ☐ ☐ Are Background Checks and Pre-Employment Screening Performed on all New Hires?
- ☐ ☐ Is there a procedure in Place to Remove / Deny Access to the Facility for Terminated Employees?
- ☐ ☐ Are Current Employees in Safety or Security Sensitive Related Positions Subject to Periodic Background Checks?
- ☐ ☐ Does your company perform random drug testing on your employees?

Procedural Security

Please indicate:

Yes/No

- ☐ ☐ Are Procedures in place to protect manifests and other shipping documents from tampering?
- ☐ ☐ Are Computer Systems protected against unauthorized entry and manipulation?
- ☐ ☐ Is Cargo reconciled against freight manifests prior to departure from the facility to ensure accuracy?
- ☐ ☐ Are procedures in place for securing the storage of used and unused forms and related cargo documentation to prevent the loss or unauthorized use of such documentation?
- ☐ ☐ Is the Identity of the Carrier and Driver verified before receiving or releasing cargo?
- ☐ ☐ Is there a procedure in place for dealing with discrepancies in cargo count or description?
- ☐ ☐ Are there procedures in place for tracking the timely movement of incoming and outgoing cargo?
- ☐ ☐ Are there procedures in place for reporting and deterring unauthorized entry into containers, storage areas, trailers and rail cars?
- ☐ ☐ Does your company have written and verifiable processes for the selection of business partners including manufacturers, product suppliers, vendors and carriers?

Security Training

Please indicate:

Yes/No

- ☐ ☐ Are employees given Security and Threat Awareness training?
- ☐ ☐ Are employees given training on how to inspect trailers and containers for anomalies?
- ☐ ☐ Are employees made aware of the procedures your company has in place to address security situations and how to report them?

Acknowledgement and Security Agreement

We acknowledge and agree with the above security questions and receipt of this security questionnaire and agree to abide by the security requirements as stipulated by PIP and C-TPAT. As a business partner with Stephen Frederick Logistics Inc. we agree to review the Highway Carrier Security Criteria and to ensure that security measures are in place to abide by such.

Signed : Month _____ Day _____ Year _____

Authorized Company Representative (please print name): _____

Title: _____

BROKER - CARRIER AGREEMENT

WHEREAS, "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 (copies of Operating Authorities are attached hereto as Appendix C).

WHEREAS, the name "SHIPPER" is the customer of the BROKER, and is also known but not limited to the names consignor, consignee and receiver.

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 materials, wares, merchandise and general commodities, and

B. shall transport the goods (property), under its own Operating Authority and subject to the terms of this Agreement, and

C. makes the representations herein for the purpose of inducing BROKER to enter into this Agreement, and

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 or CARRIER's status as defined above, and

E. 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. In addition to the indemnity obligation in Par 1.H, CARRIER will be liable for consequential damages for violation of this Paragraph, and

F. is in, and shall maintain compliance during the term of this Agreement, with all applicable federal, provincial (or state) and local laws relating to the provision of its services including, but not limited to: transportation of Dangerous Goods (or Hazardous Materials), (including the licensing and training of drivers), to the extent that any shipments hereunder constitute Dangerous Goods (or Hazardous Materials); security regulations; customs regulations; owner/operator lease regulations; loading and securement of freight regulations; implementation and maintenance of driver safety regulations including, but not limited to, hiring, controlled

substances, and hours of service regulations; sanitation, temperature, and contamination requirements for transporting food, perishable, and other products, 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, and

G. 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

H. 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

I. 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

J. authorizes BROKER to invoice CARRIER's freight charges to shipper, consignee, or third parties responsible for payment, and

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

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, and shall offer CARRIER at least three (3) loads/shipments annually. 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) incorporated herein by reference (Exhibit A, et seq.). 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. 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 reference as part of Exhibit A, Amendment 1, et seq. Rates or charges, including but not limited to stop-offs, detention, loading or unloading, fuel surcharges, or other accessorial charges, released rates or values, or tariff rules or circulars, shall only be valid when specifically agreed to in a signed writing by the Parties.

D. PAYMENT:

i. The Parties agree that BROKER is the sole party responsible for payment CARRIER's charges. Failure of BROKER to collect payment from its customer shall not exonerate BROKER of its obligation to pay CARRIER. CARRIER hereby waives the requirement under any applicable statute or regulation for BROKER to maintain a trust account or be subject to any trust obligations in respect of moneys owed to CARRIER hereunder. BROKER agrees to pay CARRIER's invoice within thirty (30) days of receipt of the bill of lading or proof of delivery, provided CARRIER is not in default under the terms of this Agreement. If BROKER has not paid CARRIER's invoice as agreed, and CARRIER has complied with the terms of this Agreement, CARRIER may seek payment from the Shipper or other party responsible for payment after giving BROKER twenty (20) business days advance written notice. CARRIER shall not seek payment from Shipper if Shipper can prove payment to BROKER.

ii. Payment and other disputes are subject to the terms of Par 4.D, which provides in part that prevailing parties are entitled to recovery of costs, expenses and reasonable attorney fees.

E. BOND: If applicable, BROKER shall maintain a surety bond on file with the Federal Motor Carrier Safety Administration (FMCSA) in the form and amount not less than that required by that agency's regulations.

F. 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. EQUIPMENT: 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. BILLS OF LADING: CARRIER shall issue a Uniform Bill of Lading 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 terms) inconsistent with the terms of this Agreement shall be controlled by the terms of this Agreement. 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.

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 liability for any cargo damage, loss or theft from any cause shall be determined under the Carmack Amendment 49 USC 14706 as governing shipments according to its terms, and in respect of shipments originating in Canada under the uniform bill of lading in effect in the province of Canada where the carrier issues a bill of lading. It is agreed that in respect of shipments from a Canadian origin that the BROKER on behalf of the SHIPPER is deemed to have declared the full value of the shipment for the carriage on the bill of lading, and in this regard the CARRIER shall have full liability for cargo damage, loss or theft and CARRIER waives the provisions of clauses 9 and 10 of the uniform bill of lading in effect in the province of origin.

iii. Special Damages: CARRIER indemnification liability (Par 1.H) for freight loss and damage claims under this sub par C (ii) 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 under sub par (ii) above.

iv. Except as provided in Par 1.E above, neither Party shall be liable to the other for consequential damages without prior written notification of the risk of loss and its approximate financial amount, and agreement to assume such responsibility in writing.

v. 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 60 days of receipt of the claim. Failure of CARRIER to pay, decline or offer settlement within this 60 day period shall be deemed admission by CARRIER of full liability for the amount claimed and a material breach of this Agreement.

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: Public liability \$1,000,000; motor vehicle (including hired and non-owned vehicles), property damage, and personal injury liability \$1,000,000 (\$2,000,000 if transporting hazardous materials and/or dangerous goods including environmental damages due to release or discharge of hazardous substances); cargo damage/loss \$150,000 ; 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.

E. ASSIGNMENT OF RIGHTS: CARRIER automatically assigns to BROKER all its rights to collect freight charges from Shipper or any responsible third party on receipt of payment from BROKER.

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. 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.

D. 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 (except as provided below) shall be to arbitration. Proceedings shall be conducted under the rules of the ADR Institute of Ontario (ADR) upon mutual agreement of the Parties, or if no agreement, then at BROKER's sole discretion. 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 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 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. Venue and controlling law for any such action shall be Ontario. The arbitration provisions of this paragraph shall not apply to enforcement of the award of arbitration.

E. NO BACK SOLICITATION:

- i. Unless otherwise agreed in writing, CARRIER shall not knowingly solicit freight shipments for a period of 24 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.
- ii. In the event of breach of this provision, BROKER shall be entitled, for a period of 36 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. 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 prevailing Party shall be liable for all costs and expenses incurred, including but not limited to reasonable attorney's fees.

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).

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.
- 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.

O. ACCEPTANCE:

Provided applicability of this Agreement is referred to on the BROKER's load confirmation sheet as per 2(B) of this Agreement, acceptance of the load tendered to the CARRIER by the BROKER constitutes acceptance of the terms and conditions of this Agreement.

Version 7.02 as endorsed by the National Transportation Brokers Association

CERTIFICATE OF ELECTION

CERTIFICATION

This is to certify that the firm named below has elected to not cover its owners, partners or officers under the workers' compensation laws of the Ontario/Quebec _____. The firm named below certifies that it has no employees. The firm named below certifies that it uses no independent contractors. Based upon the election not to cover owners, partners or officers, the fact there are not other employees and that no independent contractors are used, a workers' compensation policy is not purchased.

AGREEMENT

The firm named below promises, in consideration for work received from Client, that if the owners, partners or officers choose to change their election, if any employee is hired or if any independent contractor is used, then a certificate of insurance evidencing workers' compensation coverage will be furnished prior to the commencement of any work.

PERIOD

The period of this agreement is: _____ to _____.

CARRIER

Carrier Name: _____

MC Number: _____

By: _____

Signature: _____

Title: _____

Date: _____