

BROKER CARRIER AGREEMENT

This agreement made this ____ day of ____, _____, shall govern the services provided by, _____, a licensed motor carrier pursuant to Docket No. MC# _____ (hereinafter referred to as Carrier) and I AM LOGISTICS, (hereinafter referred to as Broker), a licensed broker of property authorized by the Federal Highway Administration, pursuant to Docket No. MC# 3623036.

1. BROKER AUTHORITY

1.1 INDEPENDENT CONTRACTOR

Carrier understands and agrees that Carrier is an independent contractor of Broker and that Carrier has exclusive control and direction of the work Carrier performs pursuant to this Agreement and each Transportation Schedule. Carrier agrees to assume full responsibility for the payment of all local, state, federal, and intra-provincial payroll taxes, as well as contributions or taxes for unemployment insurance, workers' compensation insurance, pensions, and other social security or related protection with respect to the persons engaged by Carrier for Carrier's performance of the transportation and related services in a Transportation Schedule. Carrier shall indemnify, defend, and hold Broker and its Customer harmless therefrom. Carrier shall provide Broker with Carrier's Federal Tax ID number and a copy of Carrier's IRS Form W-9 prior to commencing any transportation or related services under this Agreement.

2. CARRIER RESPONSIBILITIES

2.1 TRANSPORTATION SERVICES

Carrier shall transport a series of interstate shipments arranged by Broker pursuant to carrier load confirmation agreement(s) included herewith or subsequently incorporated by reference.

2.2 NON-SOLICITATION

CARRIER shall not solicit traffic from any shipper, consignee, or customer of BROKER During the term of this AGREEMENT and for a period of one (1) year from its termination were (1) the availability of such traffic first became known to CARRIER as a result of BROKER's efforts; or (2) where the traffic was first tendered to CARRIER by BROKER. If the CARRIER breaches this provision of this AGREEMENT, BROKER shall be entitled-as reasonable liquidated damages and not as a penalty, to a commission of fifteen percent of the gross revenue from such traffic to CARRIER for a period of eighteen months. CARRIER also agrees that the breach of this provision entitles BROKER to obtain an injunction against CARRIER in a court of competent jurisdiction, at BROKER' s option.

3. PAYMENT TERMS

3.1 INVOICING AND PAYMENT

Broker shall pay Carrier for services rendered in an amount equal to the rates and accessorial charges agreed to on the load rate confirmation sheet or other signed writing. Carrier must submit proof of delivery with invoices to Broker as an agent for the shipper. Payment terms shall be net thirty (30) days from the date of Broker's receipt of a complete and accurate invoice, along with all required documentation, including but not limited to proof of delivery. Invoices submitted without required documentation may be rejected or subject to delay.

3.2 NO DOUBLE BROKERING

Carrier agrees that under no circumstances shall it assign or re-broker any shipment tendered by Broker without prior written consent. Any unauthorized re-brokering shall be considered a material breach of this Agreement, and Carrier shall be liable for all claims, damages, and costs resulting therefrom.

4. CARRIER WARRANTIES

Carrier warrants to Broker (and its shippers) that it meets the following criteria: (a) Carrier shall maintain cargo insurance in the amount of not less than \$100,000 per shipment; (b) Carrier shall maintain public liability insurance in the amount of not less than \$1,000,000 as required by federal regulation (BMC-91 on file); (c) Carrier shall maintain workers' compensation insurance as required by state law; (d) Carrier shall provide certificates of insurance upon request; (e) Carrier shall maintain satisfactory U.S. DOT safety ratings. In the event Carrier's rating becomes "Unsatisfactory" or is downgraded by the FMCSA, Broker reserves the right to immediately terminate this Agreement without notice; (f) Carrier shall maintain automobile liability insurance, including coverage for all owned, non-owned, and hired vehicles, in the amount of not less than \$1,000,000 per occurrence; and (g) Carrier shall be in compliance with all applicable laws.

5. GOVERNING RULES

The following rules shall apply: (a) The terms of the uniform straight bill of lading; (b) Standard claims rules otherwise applicable to common carriers (49 C.F.R. Section 370 and carrier's rules tariffs); (c) Cargo claims liability as set forth in the Carmack Amendment (49 U.S.C. Section 14706); (d) Destination market value for lost or damaged cargo—no special or consequential damages unless by special agreement; (e) Claims will be filed with Carrier by Shipper; and (f) Broker's customer is a third-party beneficiary of this Agreement.

6. SHIPPING DOCUMENT EXECUTION

Carriers shall be named on the bill of lading as the Carrier of Record. Broker shall be shown as the third-party payer of all freight charges.

7. INDEMNIFICATION

Carrier agrees to indemnify, defend, and hold harmless Broker, its customers, and their respective officers, directors, employees, and agents from and against any and all claims, liabilities, losses, damages, costs, fines, penalties, and expenses (including reasonable attorney's fees) arising from or related to: (i) Carrier's performance or failure to perform under this Agreement; (ii) Violations of any federal, state, or local law, regulation, or rule; and (iii) Any bodily injury (including death) or property damage caused by Carrier's acts or omissions.

8. CARRIER'S CARGO LIABILITY

Carrier assumes liability as a common carrier for loss, damage to, or destruction of any and all of Customer's goods or property while under Carrier's care, custody, or control. Carrier shall notify Broker immediately of any loss, damage, or delay that may affect delivery. Failure to notify Broker within 24 hours of an incident shall constitute a material breach of this Agreement.

9. LAW AND INTEGRATION

This Agreement shall be governed by and construed in accordance with the laws of the State of CO , GA and PA . Any disputes arising out of or relating to this Agreement shall be resolved exclusively in the courts of Denver CO . The parties waive any objection to jurisdiction and venue in such courts. Atlanta GA
Pennsylvania

10. CONFIDENTIALITY

Carrier agrees that all information provided by Broker, including but not limited to customer lists, pricing, shipping patterns, and business operations, is confidential and proprietary. Carrier shall not disclose such information to any third party or use such information for any purpose other than performance under this Agreement. This confidentiality obligation shall survive the termination of this Agreement.

11. TERM AND TERMINATION

Either party may terminate this Agreement upon fifteen (15) days' written notice. Termination shall not relieve either party of any obligations accrued prior to the termination date, including but not limited to outstanding payment obligations, claims liability, and confidentiality provisions, which shall survive termination of this Agreement.

SIGNATURES

Broker *I AM LOGISTICS*

By: Julie Robert
Title: Freight Broker

Carrier

By: _____
Title: _____