

BROKER/CARRIER AGREEMENT

This Broker/Carrier Agreement ("Agreement") is made and entered into on _____, 20____, by and between A DEPENDABLE LOGISTICS, INC. ("BROKER"), 11007 Northpointe Blvd., Ste C, Tomball, TX 77375 and _____ ("CARRIER") (the "PARTIES").

I. Recitals

A. WHEREAS BROKER is licensed as a property broker by the Federal Motor Carrier Safety Administration ("FMCSA"), and as a licensed broker, arranges for freight transportation; and

B. WHEREAS CARRIER is authorized to operate in inter-provincial, interstate and/or intrastate commerce and is qualified, and available to provide for the transportation services required by BROKER; and NOW THEREFORE, intending to be legally bound, BROKER and CARRIER agree as follows:

II. Agreement

1. TERM AND TERMINATION.

(a) The Term of this Agreement shall be for one (1) year and shall automatically renew for successive one (1) year periods; provided, however, that either PARTY may terminate this Agreement at any time by giving thirty (30) days prior written notice.

(b) BROKER may additionally terminate this Agreement immediately upon written notice in any of the following events:

i. CARRIER loses its operating authority or otherwise becomes disqualified to perform its obligations under this Agreement,

ii. CARRIER breaches any covenant, obligation, condition, or requirement imposed upon it by this Agreement, and such breach continues for a period of ten (10) days after written notice thereof from BROKER to CARRIER,

iii. CARRIER becomes insolvent or becomes unable to pay its debts in a timely manner,

iv. CARRIER fails to comply with the performance metrics or selection criteria, if any, imposed upon it at any time by BROKER,

v. CARRIER fails to procure and maintain any of the insurance coverages required by this Agreement; or

vi. CARRIER utilizes the services of any brokers or subcontracts transportation of freight tendered by BROKER hereunder to any third-party motor carrier or other transportation provider or utilizes a third party logistics provider to perform its obligations under this Agreement without prior written consent of BROKER.

(c) CARRIER may additionally terminate this Agreement immediately upon written notice if BROKER breaches any covenant, obligation, condition, or requirement imposed upon it by this Agreement and such breach continues for a period of thirty (30) days after written notice thereof from CARRIER.

2. CARRIER'S OPERATING AUTHORITY AND COMPLIANCE WITH LAW. CARRIER represents and warrants that it is duly and legally qualified in accordance with all federal, state, provincial, territorial, and local laws, statutes, regulations, rules, and ordinances (collectively, "Applicable Law") to provide, as a contract carrier: the transportation services contemplated herein. CARRIER further represents and warrants that it does not have an unsatisfactory or unfit safety rating issued by any regulatory authority with jurisdiction over CARRIER's operations, including, but not limited to, the FMCSA"). CARRIER further agrees to comply with all Applicable Law in the performance of its services under this Agreement. BROKER may, in its sole discretion, implement a motor carrier selection protocol which may be revised from time to time. If CARRIER fails to meet the requirements of any such protocol, BROKER may, in addition to any other rights and remedies available, including, but not limited to, termination, disqualify CARRIER from providing service to BROKER until such time as CARRIER is re-qualified in accordance with the provisions of the protocol. BROKER may, in its sole discretion, discontinue use CARRIER to provide any services until such time as CARRIER's operations are acceptable to BROKER. In the event that CARRIER receives an unsatisfactory or unfit safety rating, is notified that it may receive an unsatisfactory or unfit safety rating, fails to maintain insurance required hereunder, is notified that such insurance may become ineffective or is otherwise prohibited by Applicable Law from performing services hereunder, CARRIER shall immediately notify BROKER of such fact and shall not carry any loads or goods tendered to CARRIER by BROKER until such prohibition on operations is removed.

3. PERFORMANCE OF SERVICES.

(a) This Agreement does not grant CARRIER an exclusive right to perform any transportation related services for BROKER or the entity that has retained BROKER (hereinafter, the "Customer").

(b) CARRIER shall be solely responsible for controlling the method, manner and means of accomplishing CARRIER's services. CARRIER or its driver are responsible for determining the appropriate route for transportation and for ensuring that transportation of shipments is accomplished in accordance with all Applicable Laws and shipments are not damaged in transit. Any directions provided by BROKER to CARRIER are provided as a convenience only and CARRIER shall have no obligation to follow such directions except in situations where directions relate to ensuring product quality during transport (including routing required to avoid high elevation if such elevation could damage product).

(c) CARRIER's services under this Agreement are designed to meet the needs of BROKER under the specified rates and conditions set forth herein. CARRIER agrees that the terms and conditions of this Agreement apply to all shipments handled by CARRIER for BROKER and that the terms of this Agreement control the relationship between the PARTIES. Regardless of whether they are required by law, in no event shall any provisions of CARRIER's tariff, terms and conditions, service guide, bill of lading, or similar documentation apply to services provided under this Agreement.

4. RECEIPTS AND BILLS OF LADING. Each shipment hereunder shall be evidenced by a bill of lading acceptable to BROKER naming CARRIER as the transporting carrier. The fact that BROKER is named as a "carrier" upon any applicable bill of lading shall not affect its status as a property broker. Upon delivery of each shipment made hereunder, CARRIER shall obtain a receipt showing the kind and quantity of product delivered to the consignee of such shipment at the destination specified by BROKER or the Customer, and CARRIER shall cause such receipt to be signed by the consignee. The bill of lading is intended to act as a receipt only. No terms, conditions, or provisions of the bill of lading, manifest or other form of receipt or contract shall apply to services provided under this Agreement.

CARRIER's failure to issue a bill of lading shall not affect its liability hereunder. CARRIER shall notify BROKER immediately of any exception made on the bill of lading or delivery receipt.

5. CARRIER'S OPERATIONS.

(a) CARRIER shall, at its sole cost and expense:

- i. furnish all equipment necessary or required for the performance of its obligations hereunder (the "Equipment");
- ii. pay all expenses related, in any way, with the use and operation of the equipment,
- iii. maintain the Equipment in good repair, mechanical condition and appearance; and
- iv. maintain records of Equipment use which will be provided to BROKER upon request.

(b) With respect to transportation governed by regulations of the Food and Drug Administration ("FDA") codified at 21 C.F.R. Part 1.900, CARRIER shall be responsible for the safety and sufficiency of all items used in the transportation of the goods, including all vehicles and Transportation Equipment as defined in such regulations. CARRIER is responsible for all sanitary conditions during transport. CARRIER must confirm the vehicle and Transportation Equipment is in appropriate physical condition to transport the goods tendered, and any such Equipment must be dry, leak proof, free of harmful or offensive odor, free from pest infestation and free from evidence of prior cargo that could render the shipment unsafe.

(c) CARRIER shall be responsible for the acts and omissions of each of its employees, agents, representatives, contractors, and subcontractors and shall utilize only competent and able personnel that are legally licensed in accordance with all Applicable Law to perform the services hereunder. CARRIER shall have full control of any personnel used in the provision of motor carrier services hereunder. CARRIER shall be solely responsible for ensuring, and will ensure, at CARRIER's cost and expense, that such personnel are fully qualified to perform services hereunder, and that such personnel have access to all locations into which access is necessary to perform services under this Agreement. Without limiting the foregoing, CARRIER shall ensure that any personnel providing services have sufficient hours available to complete scheduled deliveries in accordance with, and without violation of, applicable hours of service regulations. CARRIER shall be solely responsible for determining whether scheduled services can be completed without violation of Applicable Law, and if services cannot be completed without violation of Applicable Law, shall notify BROKER prior to acceptance of load.

(d) CARRIER shall perform the services hereunder as an independent contractor and assumes complete responsibility for all state and federal taxes, assessments, insurance (including, but not limited to, workers' compensation, unemployment compensation, disability, pension, and social security insurance) and any other financial obligations arising out of the transportation performed hereunder.

(e) CARRIER shall be solely responsible for compliance with all provisions of Applicable Law regarding over dimension and overweight loads and air quality and environmental standards including, but not limited to, those of the California Air Resources Board ("CARB"). If CARRIER operates Transportation Refrigeration Units ("TRUs") in California under this Agreement, it shall ensure all such units are registered with the CARB's Equipment Registration system ("ARBER"), and shall, prior to transporting any goods under this Agreement, inspect its Equipment for compliance with the CARB Heavy-Duty Vehicle Greenhouse Gas Emission Reduction Regulations and Airborne Toxic Control Measures (collectively "ATCM") for TRUs, cleanliness, odors, dirt, or debris before loading.

(f) CARRIER shall maintain appropriate security infrastructure to ensure the physical security of shipments and equipment handled under the terms of this Agreement.

6. RATES & PAYMENTS.

(a) Unless otherwise stated in a separate Rate Confirmation Agreement signed by the PARTIES, CARRIER will invoice, and BROKER will pay the rates and charges set forth in the Rate Confirmation issued at the time of load acceptance by the carrier. The Rate Confirmation will reference the specific load number to be paid by the BROKER, CARRIER will send invoices to BROKER. CARRIER represents and warrants that there are no other applicable rates or charges except those established in this Agreement or in any Rate Confirmation Sheet signed by BROKER.

(b) The Rate Confirmation Agreement shall be in the form provided to CARRIER by BROKER. The Rate Confirmation Agreement shall be signed and agreed to by CARRIER and BROKER before each shipment to which such Rate Confirmation Agreement applies.

(c) In the event service is provided and it is subsequently discovered that there was no applicable or understood rate in Appendix A or in a separate Rate Confirmation Agreement, the PARTIES agree that the rate paid by BROKER and collected by CARRIER shall be the agreed upon contract rate of the PARTIES for the services provided, unless such rate is objected to by CARRIER in writing within ten (10) days of payment by BROKER.

(d) Payment by BROKER will be made within thirty (30) days of receipt by BROKER of CARRIER's freight bill, bill of lading, clear delivery receipt, and any other necessary billing documents enabling BROKER to ascertain that service has been provided at the agreed upon charge. As a condition to payment, CARRIER shall provide BROKER with the original bill of lading, or a **legible copy** or photocopy of the bill of lading or other proof of delivery, as required by BROKER's Customer and communicated to CARRIER. CARRIER's failure to provide BROKER with the paperwork required by BROKER and BROKER's Customer will result in CARRIER being held responsible to BROKER for, any and all revenues that are uncollected by BROKER because of CARRIER's failure to provide needed support paperwork to BROKER.

(e) CARRIER agrees that BROKER has the exclusive right to handle all billing of freight charges to the Customer for the transportation services provided herein, and, as such, CARRIER agrees to refrain from all collection efforts against the shipper, receiver, or the Customer unless BROKER, in its sole discretion, expressly authorizes CARRIER in writing to collect from any such party, in which case, CARRIER's sole recourse will be against such party. Upon receipt of payment by BROKER, any right of CARRIER to payment from the Customer or any other third-party for services performed will be automatically assigned to BROKER.

(f) CARRIER further agrees that BROKER has the discretionary right to offset any payments owed to CARRIER hereunder for liability incurred by CARRIER, including, but not limited to, claims for freight, loss, damage, or delay, or expenses or costs incurred by BROKER in arranging for alternative transportation services when CARRIER fails to perform services promised BROKER.

(g) CARRIER shall submit all freight bills within one hundred and eighty (180) days of delivery or waive its right to payment for services rendered with respect to such late submitted invoices. Claims for undercharges must be brought within one hundred and eighty (180) days of BROKER's receipt of the original invoice giving rise to such undercharge claim. Assuming CARRIER has complied with the foregoing invoicing obligations, CARRIER shall bring suit related to unpaid freight charges or

undercharges within 18 months of the date of delivery or its right to sue or otherwise seek payment shall be waived.

7. WAIVER OF CARRIER'S LIEN.

CARRIER shall not withhold any goods transported under this Agreement on account of any dispute as to rates or any alleged failure of BROKER to pay charges incurred under this Agreement. CARRIER is relying upon the general credit of BROKER and hereby waives and releases all liens which CARRIER might otherwise have to any goods of BROKER or its Customer in the possession or control of CARRIER.

8. FREIGHT LOSS, DAMAGE OR DELAY.

(a) Unless otherwise set forth in Appendix A, CARRIER shall have the sole and exclusive care, custody and control of the cargo tendered hereunder from the time it is delivered to CARRIER for transportation until delivery to the consignee accompanied by the appropriate receipts. CARRIER shall notify BROKER immediately in the event any such cargo is lost (including stolen), damaged or destroyed, or in the event CARRIER becomes aware that applicable delivery schedules will not be met.

(b) CARRIER assumes the liability of a motor carrier under the Carmack Amendment as currently codified at 49 U.S.C. § 14706 for loss, delay, damage to or destruction of any, and all goods or property tendered to CARRIER pursuant to this Agreement from the time the shipment is tendered to CARRIER until delivery.

(c) CARRIER shall be liable for the full invoice value of the cargo lost, damaged, delayed, or destroyed, as well as any additional costs or fees imposed upon BROKER by the cargo claimant. No limitation of liability shall apply.

(d) CARRIER waives any Applicable Law regarding processing of claims and handling of salvage, including, but not limited to, the provisions of 49 C.F.R. Part 370. CARRIER shall pay to BROKER or allow BROKER to deduct from the amount BROKER owes CARRIER, Customer's full actual loss for the kind and quantity of commodities so lost, delayed, damaged, or destroyed. Payments by CARRIER to BROKER or its Customer, pursuant to the provisions of this section, shall be made within thirty (40) days following receipt by CARRIER of BROKER's or Customer's undisputed claim and supporting documentation. CARRIER shall fully assist BROKER in investigating any claim for cargo loss, damage, delay, or destruction.

(e) CARRIER shall return all damaged or rejected goods at its expense to points as instructed by BROKER. CARRIER shall not dispose of damaged or rejected goods without BROKER's prior written consent. CARRIER waives any right to salvage goods subject to this provision, as well as any right to claim an offset for the value of salvage. Notwithstanding the foregoing, BROKER may determine in its sole discretion that goods are salvageable and the value of such salvage and may credit the salvage value against BROKER's claim against CARRIER. If CARRIER pays BROKER for the full value of damaged or rejected goods and BROKER authorizes CARRIER to take possession of the goods for salvage, BROKER shall have the right to remove all identifying marks or labels from the goods or permanently mark them as "damaged" or similar notation.

(f) Exclusions from coverage contained in CARRIER's Cargo Insurance as required herein shall not affect CARRIER's liability for freight loss, damage, or delay.

9. INSURANCE. Unless otherwise set forth in Appendix A, CARRIER shall procure and maintain, at its sole cost and expense, the following insurance coverages:(a) Public liability and property damage insurance ("AL") covering all owned, non-owned, and hired vehicles (including any Trailers provided by BROKER or

its Customer as addressed below) with a reputable and financially responsible insurance company insuring CARRIER in an amount not less than \$1,000,000.00 (U.S. Dollars) per occurrence, or such larger amount as required by applicable law.

(b) Commercial General Liability (“CGL”) Insurance covering the transportation of shipments and other operations under this Agreement in an amount not less than \$1,000,000.00 (U.S. Dollars) per occurrence. Such insurance shall also cover CARRIER’s contractual liability under this Agreement.

(c) All Risk Broad Form Motor Truck Cargo Legal Liability (“Cargo”) insurance in an amount not less than \$100,000.00 (U.S. Dollars) per occurrence. The coverage provided under the policy shall have no exclusions or restrictions of any type that would foreseeably preclude coverage relating to cargo claims including, but not limited to, exclusions for unattended or unattached trailers, theft, commodities transported under this Agreement, refrigerator breakdown or lack of refrigerator fuel. If CARRIER’s Cargo insurance policy contains a schedule of covered vehicles, CARRIER will not transport any cargo under this Agreement using a vehicle that is not listed as a scheduled vehicle on CARRIER’s Cargo insurance policy.

(d) Statutory Workers’ Compensation Insurance coverage in such amounts and in such form as required by applicable state law.

(e) All insurance policies required by this Agreement shall, as applicable, be primary and shall waive subrogation and contribution against BROKER. CARRIER shall furnish to BROKER written certificates obtained from the insurance carrier showing that such insurance has been procured, is being properly maintained, the expiration date, and specifying that written notice of cancellation or modification of the policies shall be given to BROKER at least thirty (30) days prior to such cancellation or modification. . Upon request of BROKER or its designated insurance consultant, CARRIER shall provide BROKER, BROKER’s consultant, or Customer with copies of the applicable insurance policies.

10. INDEMNITY. CARRIER SHALL DEFEND, INDEMNIFY, AND HOLD BROKER, ITS CUSTOMER, AND EACH OF THEIR AFFILIATED ENTITIES HARMLESS FROM AND AGAINST, AND SHALL PAY AND REIMBURSE, ALL DIRECT OR INDIRECT LOSS, LIABILITY, DAMAGE, CLAIM, FINE, COST OR EXPENSE, INCLUDING REASONABLE ATTORNEY’S FEES, ARISING OUT OF OR IN ANY WAY RELATED TO THE PERFORMANCE OR BREACH OF THIS AGREEMENT BY CARRIER, ITS EMPLOYEES OR INDEPENDENT CONTRACTORS WORKING FOR CARRIER (COLLECTIVELY, THE “CLAIMS”), INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR OR RELATED TO PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE AND CARRIER’S POSSESSION, USE, MAINTENANCE, CUSTODY OR OPERATION OF THE EQUIPMENT; PROVIDED, HOWEVER THAT CARRIER’S INDEMNIFICATION AND HOLD HARMLESS OBLIGATIONS UNDER THIS PARAGRAPH WILL NOT APPLY TO THE PRORATED EXTENT THAT ANY CLAIM IS DIRECTLY AND PROXIMATELY CAUSED BY THE NEGLIGENCE OR OTHER WRONGFUL CONDUCT OF THE PARTY TO BE DEFENDED, INDEMNIFIED OR HELD HARMLESS. CARRIER HEREBY EXPRESSLY WAIVES ANY EXCLUSIVE REMEDY DEFENSE, INCLUDING, BUT NOT LIMITED TO, THOSE AVAILABLE UNDER ANY WORKERS’ COMPENSATION OR OTHER OCCUPATIONAL ACCIDENT STATUTORY REGIME, TO THE EXTENT NECESSARY TO EFFECTUATE CARRIER’S OBLIGATIONS UNDER THIS PROVISION.

11. CONFIDENTIALITY AND NON-SOLICITATION. Unless otherwise set forth in Appendix A, neither party may disclose the terms of this Agreement to a third party without the written consent of the other party except (1) as required by law or regulation; (2) disclosure is made to its accountants, tax advisors, attorneys, or any parent, subsidiary or affiliate company; or (3) to facilitate rating or auditing of transportation charges by an authorized agent and such agent agrees to keep the terms of the Agreement confidential. CARRIER will not accept traffic, either directly or indirectly, from any shipper,

consignor, consignee, or customer of BROKER where: (1) the availability of such traffic first became known to CARRIER, as a result of BROKER's efforts; or (2) the traffic of the shipper, consignor, consignee or customer of BROKER was first tendered to CARRIER by BROKER. If CARRIER breaches this Agreement and moves shipments obtained from such parties during the term of this Agreement or for twelve (12) months thereafter without utilizing the services of BROKER,

12. SUB-CONTRACT PROHIBITION. CARRIER specifically agrees that all freight tendered to it by BROKER shall be transported on equipment operated only under the for-hire motor carrier authority of CARRIER, and that CARRIER shall not in any manner sub-contract, broker, or in any other form arrange for the freight to be transported by a third party without the prior written consent of BROKER. In the event that CARRIER breaches this provision, CARRIER shall remain directly liable to BROKER as if CARRIER transported such freight under its own authority in accordance with this provision, and shall further hold harmless and indemnify BROKER from any and all loss, liability, damage, claim, fine, cost or expense, including reasonable attorney's fees, arising out of or in any way related to the use of any subcontractor in violation of this provision regardless of whether arising from the conduct or omissions of CARRIER, the subcontractor, or any other third party. If CARRIER in any manner sub-contracts, brokers, or otherwise arranges for freight to be transported by a third party, in addition to any other rights and remedies available to BROKER, BROKER may, in its sole discretion, pay the underlying carrier directly, which payment will relieve BROKER of any, and all payment obligations to CARRIER with respect to such load.

13. BROKER'S RECORDS.

CARRIER hereby waives its right to obtain copies of BROKER's records as provided for under 49 C.F.R. Part 371. Notwithstanding the foregoing, to the extent that CARRIER obtains records set forth in 49 C.F.R. § 371.3 by any means whatsoever, CARRIER agrees to refrain from utilizing such records in negotiating for the provision of services with any third party, including existing customers of BROKER. CARRIER further agrees and understands that all such records comprise BROKER's confidential information and trade-secrets. Nothing in this section is intended to relieve CARRIER of any other obligations imposed upon it by this Agreement, or to limit any rights of BROKER to enforce such obligations.

14. CARRIER'S RECORDS. CARRIER agrees to keep full complete and accurate records of shipments moved (to include bills of lading, receipts signed at destination signed by consignee, shipping instructions, claims for loss, damage, undercharges or overcharges, and other relevant documentation) under this Agreement for a period of three (3) years. BROKER shall have the right to access these records upon written request. Such documents may be transmitted by email in such format as may be agreed to by the Parties. Each Party shall retain or archive such transmission in a suitable permanent media for a period of at least three (3) years and shall make print copies of such records available on request. It is stipulated, that records maintained in the manner provided herein shall be admissible for all purposes in the event of dispute or litigation.

15. ASSIGNMENT/MODIFICATION/BENEFIT OF AGREEMENT.

This Agreement may not be assigned or transferred in whole or in part by CARRIER absent the prior written consent of BROKER, and supersedes all other agreements and all tariffs, rates, classifications, and schedules published, filed, or otherwise maintained by CARRIER. This Agreement shall be binding upon and inure to the benefit of the parties hereto.

16. SEVERABILITY.

In the event: the operation of any portion of this Agreement results in a violation of any law, the parties agree that such portion shall be severable and that the remaining provisions of this Agreement shall continue in full force and effect.

17. WAIVER.

CARRIER and BROKER expressly waive, any, and all rights and remedies allowed under 49 U.S.C. § 14101 to the extent that such rights and remedies conflict with this Agreement. Failure of BROKER to insist upon CARRIER's performance under this Agreement or to exercise any right or privilege arising hereunder shall not be a waiver of any BROKER's rights or privileges herein.

18. NOTICE.

All notices or other communications required or permitted by this Agreement shall be effective upon receipt; shall be in writing; and shall be personally delivered, or mailed by registered or certified mail, return receipt requested, or sent by an overnight delivery service which provides proof of delivery, or sent by telecopy with a duplicate copy sent by first class mail, postage prepaid, as follows:

If to Carrier: _____

If to Broker: A DEPENDABLE LOGISTICS, INC.

Attention: Christopher Cobb

11007 Northpointe Blvd, Ste C

Tomball, TX 77375

19. DISPUTE RESOLUTION. This Agreement shall be deemed to have been drawn in accordance with the statutes and laws of the state of Texas. In the event of any disagreement or dispute, the laws of Texas shall apply except to the extent superseded by applicable federal law. All such disagreements or disputes shall be submitted to the court of proper jurisdiction in the state of Texas and the PARTIES hereby agree to the exclusive jurisdiction of such courts and waive any defenses to venue in or personal jurisdiction of such courts. Notwithstanding the foregoing,

the PARTIES may mutually agree in writing to submit any such disagreement or dispute to binding arbitration.

20. COMPLETE AGREEMENT. This Agreement constitutes the entire agreement of the Parties with reference to the subject matters herein, and may not be changed, waived, or modified except in writing signed by both Parties.

21. EXECUTION OF AGREEMENT. This Agreement may be executed in two or more counterparts, each

of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. Signatures delivered by a party by email shall be deemed for all purposes as constituting good and valid execution and delivery of this Agreement by such party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective names by their duly authorized representatives as of the date first above written.

BROKER: A DEPENDABLE LOGISTICS, INC.

CARRIER:

Signature: _____

Signature: _____

Printed: Christopher Cobb

Printed: _____

Title: Manager

Title: _____

Address: 11007 Northpointe Blvd., Ste C

Address: _____

Tomball, TX 77375

Telephone: 281-350-5505

Telephone: _____

E-Mail: chris@addshouston.com

E-Mail: _____