

**LOGIKOR**  
**CARRIER/BROKER AGREEMENT – CANADIAN OPERATIONS**

**THIS AGREEMENT** is made and entered into on \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (“CARRIER”) on the one hand, and on the other, one or more of the following distinct corporate entities that execute this Agreement as set forth on the signature page hereof: Logikor Inc, and Logikor LLC, individually and collectively referred to as (“BROKER”), (collectively, the “PARTIES”).

1. **CARRIER’S OPERATING AUTHORITY AND COMPLIANCE WITH LAW.** CARRIER represents and warrants that it is duly and legally qualified in accordance with all applicable provincial and federal laws, statutes, regulations, rules, and ordinances (collectively, “Applicable Law”) to provide, 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 Province(s) in which its vehicles are plated and, if applicable the FMCSA. CARRIER further agrees to comply with all Applicable Law in the performance of the transportation services under these Terms and Conditions. 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 transportation services 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 its use of CARRIER to provide transportation services until such time as CARRIER’s operations are acceptable to BROKER. In the event that CARRIER receives an unsatisfactory safety rating, is notified that it may receive an unsatisfactory 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 transportation 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.

2. **PERFORMANCE OF SERVICES.**

- (a) CARRIER’s services under these Terms and Conditions are designed to meet the needs of BROKER under the specified rates and conditions attached hereto. CARRIER agrees that these Terms and Conditions apply to all shipments handled by CARRIER for BROKER and that these Terms and Conditions 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 transportation services provided under these Terms and Conditions.
- (b) CARRIER shall transport all shipments provided under these Terms and Conditions without delay, and all occurrences which would be probable or certain to cause delay shall be immediately communicated to BROKER by CARRIER. These Terms and Conditions do not grant CARRIER an exclusive right to perform any transportation related services for BROKER or its Customer.

3. **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 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 terms and conditions of such bill of lading, manifest or other form of receipt, shall not modify, supplement or supersede these Terms and Conditions, unless specifically agreed to in writing. 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.

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4. **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; and
  - iii. maintain the Equipment in good repair, mechanical condition and appearance.
- (b) CARRIER shall utilize only competent, able and legally licensed personnel in the performance of transportation services hereunder. CARRIER shall have full control of such personnel. CARRIER shall be solely responsible for ensuring, and will ensure, at CARRIER's cost and expense, that such personnel are fully qualified to perform transportation services hereunder, and that such personnel have access to all locations into which access is necessary to perform transportation services under these Terms and Conditions.
- (c) CARRIER shall perform the transportation services hereunder as an independent contractor, and assumes complete responsibility for all provincial and federal taxes, assessments, insurance (including, but not limited to, workers' compensation, unemployment compensation, disability and pension) and any other financial obligations arising out of the transportation services performed hereunder.
- (d) CARRIER shall be solely responsible for compliance with all provisions of Applicable Law regarding over-dimension and overweight loads. CARRIER shall be solely responsible for its day to day operations including, but not limited to, setting appropriate routes to ensure that transportation of shipments is accomplished in accordance with all Applicable Laws and to otherwise ensure shipments are not damaged in transit.
- (e) CARRIER shall maintain appropriate security infrastructure to ensure the physical security of shipments and equipment handled under these Terms and Conditions.

5. **RATES & PAYMENTS.**

- (a) Unless otherwise stated in a separate Load Confirmation, CARRIER will invoice and BROKER will pay the rates and charges set forth in Load Confirmation, or per the attached schedule as may be appropriate, for transportation services performed under these Terms and Conditions. CARRIER will send invoices to BROKER. CARRIER represents and warrants that there are no other applicable rates or charges except those established in these Terms and Conditions or in any Load Confirmation, or Schedule.
- (b) In the event service is provided and it is subsequently discovered that there was no applicable or understood rate in a separate Load Confirmation, 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 10 days of payment by BROKER.
- (c) Payment by BROKER will be made within forty-five (45) 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. CARRIER's failure to provide BROKER with a legible copy or photocopy of the bill of lading or other proof of delivery 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.

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- (d) 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 notifies CARRIER that the Customer has not paid BROKER, in which case, the CARRIER's sole recourse will be against the Customer.
- (e) 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.
- (f) CARRIER shall submit all freight bills within 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 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.

6. **WAIVER OF CARRIER'S LIEN.** CARRIER shall not withhold any goods transported under these Terms and Conditions on account of any dispute as to rates or any alleged failure of BROKER to pay charges incurred under these Terms and Conditions. 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.

7. **FREIGHT LOSS, DAMAGE OR DELAY.**

- (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) Unless agreed upon in writing by the PARTIES (such agreement may, but need not necessarily, take the form of a declared value declaration on the bill of lading), the loss or damage for which CARRIER shall be liable, whether or not the loss or damage results from negligence shall be the lesser of:
  - i. the value of the goods at the place and time of shipment, including the freight and other charges if paid; and
  - ii. \$4.41 per kilogram computed on the total weight of the shipment.
- (c) Notwithstanding the provisions of paragraph 7(b), BROKER or its Customer may request that CARRIER accept a higher maximum liability. In such an event, the increased valuation will be stated in a separate Load Confirmation Agreement or on the bill of lading. CARRIER's acceptance of the load shall evidence CARRIER's acknowledgement that CARRIER agrees that it will be liable for the increased valuation (of the full value of the goods, whichever is less), and that CARRIER agrees to maintain cargo insurance up to the full amount of such valuation. Upon request, CARRIER will provide BROKER or Customer evidence of such increased cargo insurance limits, which insurance will comply with the provisions of this Agreement governing cargo insurance.

8. **BROKER** or its Customer shall file a written claim for loss or damage to shipments, and for delay (or non-delivery). BROKER or its Customer shall support any claim with pertinent documents, provided that failure to supply such documents shall not affect the validity of the claim. Within thirty (30) days of receiving a claim from BROKER or its Customer for loss, damage or delay, CARRIER shall pay or deny the claim (in which case the reasons

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for denial shall be fully explained), or make a firm compromise offer.

- (a) 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.
- (b) 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.** Before the first shipment under these Terms and Conditions, CARRIER shall obtain, and thereafter maintain, at its own expense, the following minimum insurance during the term of this Agreement, naming BROKER as an additional insured and certificate holder: (a) Cargo loss: Minimum \$125,000 per shipment; (b) Public and general liability: Minimum \$1,000,000 per occurrence; (c) Automobile liability: Minimum \$1,000,000 per occurrence, such insurance shall also cover CARRIER's contractual liability under these Terms and Conditions; (d) if refrigerated products require a refrigerated unit Reefer breakdown: Minimum \$125,000 per shipment; and (e) Workplace Safety and Insurance Compensation required by law. CARRIER shall provide current certificates of the foregoing insurance to BROKER before the first shipment under these Terms and Conditions, and, if requested, copies of the underlying policy(ies). At any time the BROKER may request, and CARRIER shall provide suitable proof of insurance coverage policy(ies). Such policy(ies) shall not be canceled or changed in form without at least thirty (30) days written notice to BROKER. BROKER may cease using the CARRIER immediately in the event the aforementioned policy(ies) are canceled or materially changed. CARRIER further agrees to procure and maintain any and all insurance required by Applicable Law. CARRIER's insurance coverage shall not exclude any claim, loss, injury, damage, or liability related to transportation of hazardous materials, loading or unloading operations, vehicle or trailer theft, or specific classes or kinds of goods, and CARRIER shall not invoke any such exclusion in order to avoid liability, responsibility, or obligation, arising hereunder. CARRIER shall require that any subcontractor utilized by CARRIER to provide transport services under these Terms and Conditions procure and/or maintain insurance coverage at no less than the limits described above. CARRIER shall indemnify, defend and hold BROKER harmless, and be fully responsible for any costs to BROKER, due to CARRIER's work and/or any of the CARRIER's subcontract work, resulting from CARRIER's or any subcontractor's failure to procure and/or maintain insurance at the limits set forth in these Terms and Conditions.

10. **USE OF BROKER'S TRAILER(S) BY CARRIER.** In the event that CARRIER utilizes a trailer, container, chassis or other equipment owned by or leased to BROKER or its Customer, or otherwise provided to CARRIER by BROKER or its Customer ("Trailer(s)") for the performance of the transportation services contemplated hereunder, CARRIER shall be liable for any damage to Trailer(s), destruction of Trailer(s), theft from Trailer(s), theft of any contents of Trailer(s), and for any claims for bodily injury (including death) or property damage caused by any Trailer(s) regardless of whether such damage, injury, destruction, or theft is caused or occurs while the Trailer(s) is attached or unattached to any power unit operated by CARRIER, except to the extent such damage, destruction, or theft is caused by the negligence, recklessness, or willful misconduct of BROKER or the Customer. The initial burden of proving such damage, injury, destruction, or theft was the result of the negligence, recklessness, or willful misconduct of BROKER or the Customer in any proceeding brought pursuant to these Terms and Conditions shall rest on CARRIER. In the event that applicable law does not allow waiver of liability to the extent contained in this provision, the Parties expressly agree that BROKER's and Customer's liability will be waived to the fullest extent allowed by applicable law. In no event will any such Trailer(s) be used for any purpose other than performing Services hereunder, and in no event will CARRIER allow any third party or any power unit not operating under CARRIER's for-hire motor carrier authority to operate any such Trailer(s), unless expressly authorized to do so in writing which written notice must be specific to the movement at issue. CARRIER ACKNOWLEDGES AND AGREES THAT NEITHER BROKER NOR THE CUSTOMER MAKE ANY WARRANTIES, WHETHER EXPRESS OR IMPLIED, REGARDING THE TRAILER(S) INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR USE.

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11. **INDEMNITY.** CARRIER shall defend, indemnify, and hold BROKER and the Customer harmless from and against all 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 these Terms and Conditions 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 attributable to the negligence or other wrongful conduct of BROKER or the Customer. CARRIER's liability for cargo loss or damage under this provision is limited to the liability and amounts set forth in Paragraph 7.

12. **NON-SOLICITATION.** 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 these Terms and Conditions and moves shipments obtained from such parties during the term of these Terms and Conditions or for twelve (12) months thereafter without utilizing the services of BROKER, CARRIER shall be obligated to pay BROKER, for a period of fifteen (15) months thereafter, as liquidated damages and not as a penalty, commissions in the amount of thirty-five percent (35%) of the transportation revenue resulting from traffic transported in violation of this provision, and CARRIER shall provide BROKER with all documentation requested by BROKER to verify such transportation revenue. CARRIER shall not utilize BROKER's or the Customer's name or identity in any advertising or promotional communications without written confirmation of BROKER consent.

13. **SUB-CONTRACT PROHIBITION.** CARRIER specifically agrees that all freight tendered to it by BROKER shall be transported on equipment operated only under the 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.

14. **ASSIGNMENT.** These Terms and Conditions 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. These Terms and Conditions shall be binding upon and inure to the benefit of the parties hereto.

15. **SEVERABILITY.** In the event that the operation of any portion of these Terms and Conditions results in a violation of any law, the parties agree that such portion shall be severable and that the remaining provisions of these Terms and Conditions shall continue in full force and effect.

16. **GOVERNING LAW.** These Terms and Conditions and the rights and obligations and relations of the Parties hereto shall be governed by and construed in accordance with the laws of the Province of Ontario and any applicable federal laws of Canada (but without giving effect to any conflict of laws rules). The Parties hereto agree that the Courts of Ontario shall have exclusive jurisdiction to entertain any action or other legal proceedings based on any provisions of these Terms and Conditions. Each of BROKER and CARRIER does hereby attorney to the jurisdiction of the Courts of the Province of Ontario.

17. **BROKER ENTITIES.** CARRIER acknowledges and agrees that each broker entity listed above or appearing on the Load Confirmation Agreement is a separate and distinct corporate entity, and that the use of these

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Terms and Conditions for independent transactions by any or all of the entities named above is merely a convenience for the applicable broker. These Terms and Conditions are only applicable and enforceable by or against the CARRIER and the broker party (or parties) actually performing under these Terms and Conditions. No joint or cross liability shall arise against, between or among the broker parties.

**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 ENTITIES THIS AGREEMENT WILL  
APPLY TO:  
LOGIKOR LLC  
LOGIKOR INC.**

**CARRIER**

**Logikor Inc**

I am legally authorized to bind the CARRIER to the terms and conditions herein.

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Address: 290 Pinebush Road  
Cambridge, ON N1T 1Z6

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: 519-622-8400  
Fax: 519-622-8445

Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

Attachments: