

BROKER/SHIPPER AGREEMENT

THIS BROKERAGE AGREEMENT (“Agreement”) is made and entered on _____, 20____, by and between ____ (“SHIPPER”) and **Logikor Inc. and Logikor USA Inc.** (“BROKER”) (collectively, the “Parties”).

I.

Recitals

A. **WHEREAS** BROKER is licensed as a Property Broker by the Federal Motor Carrier Safety Administration (“FMCSA”), or by appropriate State/Provincial agencies, and as a licensed broker, arranges for freight transportation; and

B. **WHEREAS** SHIPPER seeks to utilize the services of BROKER to facilitate the transportation of goods on behalf of SHIPPER; and

NOW THEREFORE, intending to be legally bound, BROKER and SHIPPER agree as follows:

II.

Agreement

1. **TERM.** The term of this Agreement shall be for one (1) year and shall automatically be renewed for successive one (1) year periods; provided, however, this Agreement may be terminated without cause at any time by giving thirty (30) days prior written notice to the other Party. This Agreement does NOT grant BROKER an exclusive right to provide all transportation related services to SHIPPER or to its Customers.

2. **BROKER’S COMPLIANCE WITH LAW.** BROKER represents and warrants that it is duly and legally qualified to operate as a property BROKER and to provide the transportation services contemplated herein. BROKER agrees to comply with all federal, state/provincial and local laws regarding the provision of such brokerage services. The Parties understand and agree that BROKER functions as an independent entity, and not as a carrier, in selling, negotiating, providing and arranging for transportation for compensation, and that the actual transportation of shipments tendered to BROKER shall be performed by third-party motor carriers (“Servicing Motor Carrier(s)”).

3. **PAYMENT AND CHARGES.** SHIPPER shall tender certain shipments, from time to time, to BROKER. BROKER will charge and SHIPPER will pay in accordance with the rates, charges, and payment terms set forth in the SHIPPER’S tender if accepted by BROKER or the BROKER’S signed Quote Confirmation Agreement if accepted by SHIPPER (via signature or emailed acceptance), for transportation services performed under this Agreement. In cases where there is a conflict in the details of an accepted SHIPPER tender and an accepted BROKER Quote Confirmation, the BROKER Quote Confirmation Agreement shall prevail. The Quote Confirmation Agreement shall be in the form specified in Appendix A. BROKER represents and warrants that there are no other applicable rates or charges except those established in this Agreement. In the event brokerage services are provided and it is subsequently discovered that there was no applicable or understood rate in place, the Parties agree that the charges invoiced by BROKER shall be the agreed upon and paid utilizing previously rating methods for the services provided, unless such payment is objected to by SHIPPER within thirty (30) days of the invoice date. SHIPPER agrees to pay BROKER within thirty (30) days of receiving the invoice, with interest accruing monthly at a rate of one percent (1%). SHIPPER shall also be liable for any expenses, including attorney fees, BROKER incurs in collecting its rates and charges.

The SHIPPER will not, at its sole discretion, offset any payments owed to the BROKER. Should a dispute arise, that can’t be resolved by both parties, an Arbitrator will be appointed, with the matter being decided by binding Arbitration. The cost of this action will be paid for by both Parties.

4. **MARKET & RATE VOLATILITY:** SHIPPERS’s expectation is BROKER will deliver the planned/expected cost results given the current transportation market and SHIPPER’s service expectation. Both parties understand there may be volatility of the pricing environment, and that factors outside of BROKER’s control can impact transportation costs. Planned pricing/quotes could differ versus final invoice amounts due to actual versus planned weights, dimensions, unforeseen delays or accessorial such as trailer storage, tail gate deliveries, etc.

5. **INDEMNIFICATION.**

a) BROKER shall indemnify, defend and save SHIPPER, its employees, and agents harmless from and against any and all liability, claims, loss, costs, fines, penalties, expenses (including attorney’s fees), judgments, or demands on account or damage of any kind whatsoever, including but not limited to personal injury, property damage,

cargo damage, or any combination thereof, suffered or claimed to have been suffered by any person or persons, arising out of BROKER's services provided in connection with this Agreement to the extent such claim is caused by 1) the negligence or intentional misconduct of BROKER; 2) BROKER's or its employees' violation of applicable laws or regulations; or 3) BROKER's or its employees' or agents' breach of this Agreement. The foregoing notwithstanding, BROKER shall have no liability to SHIPPER under this provision, or otherwise owe any obligation to SHIPPER under this provision, to the extent such liabilities or obligations represent consequential or special damages or are the result of or arise from the negligence or other wrongful conduct of SHIPPER.

b) SHIPPER shall indemnify, defend and save BROKER, its employees, and agents harmless from and against any and all liability, claims, loss, costs, fines, penalties, expenses (including attorney's fees), judgments, or demands on account or damage of any kind whatsoever, including but not limited to personal injury, property damage, cargo damage, or any combination thereof, suffered or claimed to have been suffered by any person or persons, arising out of SHIPPER's performance under this Agreement to the extent such claim is caused by 1) the negligence or intentional misconduct of SHIPPER; 2) SHIPPER's or its employees' or agents' violation of applicable laws or regulations; or 3) SHIPPER's or its employees' or agents' breach of this Agreement, except to the extent such liability, claims or loss represent consequential or special damages, or are the result of the negligence or other wrongful conduct of BROKER.

c) In the event that such claims, liabilities, losses, damages, fines, penalties, payments, costs and expenses (including without limitation, reasonable attorney fees) are caused by the joint and concurrent negligence or other fault of the Parties, or the Parties and a third party, the indemnity obligations for such claims, liabilities, losses, damages, fines, penalties, payments, costs, and expenses shall be borne by each Party in proportion to its degree of negligence or other fault.

d) Any indemnified Party shall promptly tender the defense of any claim to the indemnifying Party.

e) In no event shall either Party be responsible for any special or consequential damages under this Agreement.

f) Trade Control

SHIPPER warrants that (a) SHIPPER and its owners as well as all parties to SHIPPER's shipments and transactions, including their respective owners, and (b) SHIPPER's transactions for which BROKER (and its affiliates) ("BROKER") provides the services, are not subject to any applicable US, EU or national customs, import, export, trade control or sanctions laws and regulations that would prohibit such services.

SHIPPER shall supply BROKER, in writing, with all documents and information including, but not limited to, commodity classification numbers, customs valuations, country of origins, export control classification numbers and any required export, re-export, transit or import licenses permits, authorizations or exemptions ("SHIPPER Data") necessary for BROKER to provide the services in accordance with applicable laws and regulations.

BROKER confirms all our shipments will be tendered to only be delivered to its end-user in the country of destination on the invoice. BROKER and SHIPPER confirm that the party on the invoice to the best of their knowledge is the end-user and will not on-forward the items specified on the invoice to RU, AZ, KZ, or Belarus, or any country prohibited on the Bureau of Industry and Security – Commerce Control List (CCL) directly or indirectly.

SHIPPER warrants that the SHIPPER Data is complete and accurate. SHIPPER shall immediately advise BROKER of any errors, discrepancies, incorrect statements, or omissions in SHIPPER Data filed by BROKER on SHIPPER's behalf with Customs and other authorities or third parties.

SHIPPER acknowledges that BROKER is not the Exporter of Record, Importer of Record, Fiscal Representative, Ultimate Consignee or End-User and that BROKER is unable to sign government forms on behalf of such parties.

SHIPPER shall indemnify and hold harmless BROKER and all BROKER affiliates from all claims, expenses, losses, penalties and damages, including reasonable attorneys' fees, arising from or in connection with SHIPPER's failure to comply with obligations in this this Letter of Indemnification.

6. **INDEPENDENT CONTRACTOR.** BROKER represents and warrants that it is an independent contractor under this Agreement and that its employees are under BROKER's exclusive management and control, and that SHIPPER neither exercises nor retains any control over BROKER, its operations or employees in any manner whatsoever.

7. **CONTRACT CARRIERS.** BROKER shall make reasonable efforts to place SHIPPER's loads with responsible Servicing Motor Carriers authorized to perform the services required by SHIPPER for the purposes of transporting the loads with reasonable dispatch under the direction of SHIPPER. In no event will BROKER tender any

goods of SHIPPER to a Servicing Motor Carrier holding an “Unsatisfactory” safety rating. BROKER also agrees to utilize only Servicing Motor Carriers that possess all insurance coverages required by applicable law. However, the Parties understand and agree that BROKER, by signing this Agreement, makes no express or implied warranties or guarantees concerning delivery time or the locating of a Servicing Motor Carrier to provide the transportation services requested by SHIPPER. Moreover, SHIPPER acknowledges and agrees that such Servicing Motor Carrier’s might limit SHIPPER’s recovery for claims for cargo loss, damage or delay.

8. **INSURANCE.** BROKER shall comply with all insurance and bonding requirements imposed upon it by law.

9. **CARGO LOSS, DAMAGE, OR SHORTAGE.** In the event of a cargo loss, damage or shortage claim, SHIPPER agrees to notify BROKER immediately by phone and to subsequently submit to BROKER a written claim, fully supported by all relevant documentation, including but not limited to the signed delivery receipt, listing the nature and cause of the claim for cargo damage within twenty (20) days following the date of delivery. No claims or allowances for shortages, damage or delay will be considered unless clearly noted on the delivery receipt or bill of lading signed by the consignee at delivery. BROKER shall have no liability for cargo loss, damage, or shortage except to the extent such claims are caused by BROKER’s negligent acts or omissions. With respect to the standard for BROKER negligence with respect to Servicing Motor Carrier’s insurance, the failure of the Servicing Motor Carrier to possess insurance required by law will be deemed a negligent act or omission on the part of BROKER, however where such omission was as a result of fraud or misrepresentation on the part of the Carrier, BROKER shall not be deemed negligent.

10. **FORCE MAJEURE.** Neither BROKER, SHIPPER, nor any Subcontractor utilized to provide Services under this Agreement, will be liable to any other Party for failing to perform or discharge any obligation of this Agreement where such failure is caused by:

- a) war (whether declared or not), hostilities, invasion, acts of foreign enemies, extensive military mobilization;
- b) civil war, riot, rebellion and revolution, military or usurped power, insurrection, acts of terrorism, sabotage or piracy;
- c) currency and trade restriction, blockade, embargo, sanction;
- d) act of government authority whether lawful or unlawful, compliance with any law or governmental order, expropriation, seizure of works, requisition, nationalization;
- e) plague, epidemic, pandemic, natural disaster, extreme natural event, extreme weather event, nuclear, chemical or biological contamination;
- f) explosion, fire, destruction of equipment, prolonged break-down of transport, telecommunication, information system or energy;
- g) general labour disturbance such as boycott, strike and lock-out, go-slow, occupation of factories and premises.

I. A party successfully invoking this Clause is, subject to paragraph IV below, relieved from its duty to perform its obligations under the contract from the time at which the impediment causes the failure to perform if notice thereof is given without delay or, if notice thereof is not given without delay, from the time at which notice thereof is sent to the other party.

II. A party successfully invoking this Clause is, subject to paragraph IV below, relieved from any liability in damages or any other contractual remedy for breach of contract from the time indicated in paragraph I.

III. Where the effect of the impediment or event invoked is temporary, the consequences set out under paragraphs I and II above shall apply only insofar, to the extent that and as long as the impediment or the listed event invoked impedes performance by the party invoking this Clause of its contractual duties. Where this paragraph applies, the party invoking this Clause is under an obligation to notify the other party as soon as the impediment or listed event ceases to impede performance of its contractual duties.

IV. A party invoking this Clause is under an obligation to take all commercially reasonable means to limit the effect of the impediment or event invoked upon performance of its contractual duties.

V. Where the duration of the impediment invoked under this Force Majeure Clause or of any listed event invoked under this Clause has the effect of substantially depriving either or both of the contracting parties of what they were reasonably entitled to expect under the contract, either party has the right to terminate the contract by notification within a reasonable period to the other party.

11. **SHIPPING DOCUMENTS.** Unless otherwise agreed in writing, all shipments tendered shall be accepted on a bill of lading which shall function as a receipt of the goods; the terms of carriage of such bill of lading will apply to transportation provided pursuant to this Agreement. Upon request of SHIPPER, BROKER shall instruct

Servicing Motor Carriers to obtain a delivery receipt from the consignee, showing the products delivered, condition of the shipment and the date and time of such delivery.

12. **NOTIFICATION OF ACCIDENTS OR DELAYS.** BROKER agrees to notify SHIPPER of any accident or other event of which BROKER is apprised and which prevents the motor carrier from making a timely or safe delivery.

13. **TERMINATION FOR BANKRUPTCY.** Services provided under this Agreement or any of its Appendices or Schedules may be terminated immediately by written notice by either Party at any time during the Term of this Agreement if the other Party shall file in any court or agency, pursuant to any bankruptcy and/or insolvency statute or regulation of any state, province or country, a petition in bankruptcy or insolvency or for reorganization or for an arrangement or for the appointment of a receiver or trustee of that Party or of its assets, or if the other Party proposes a written agreement of composition or extension of its debts, or if the other Party shall be served with an involuntary petition against it, filed in any insolvency proceeding, and such petition shall not be dismissed within 3 days after the filing thereof, or if the other Party shall propose or be a Party to any dissolution or liquidation, or if the other Party shall make an assignment for the benefit of its creditors (each, an “Insolvency Event”).

14. **ASSIGNMENT/MODIFICATION/BENEFIT OF AGREEMENT.** This Agreement may not be assigned or transferred in whole or in part. This Agreement 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 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.

16. **DISPUTE RESOLUTION.** This Agreement shall be deemed to have been drawn in accordance with the statutes and laws of the Province of Ontario and in the event of any disagreement or dispute, the laws of Ontario shall apply and suit must be brought in Kitchener, Ontario as each party specifically submits to the exclusive personal jurisdiction of such courts for disputes involving this Agreement.

17. **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.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year first above written.

**BROKER – LOGIKOR GROUP
LOGIKOR INC, LOGIKOR USA INC**

SHIPPER -

APPENDIX A



COMPREHENSIVE LOGISTICS.
SUPERIOR RESULTS.

Quote # **ABCD - #####**

MONTH, DAY, YEAR

CUSTOMER NAME

CUSTOMER CONTACT

Phone: **###.###.###**

Email: **customer@customer.com**

Quote Request outline...

Shipment Origin/Destination and equipment types:

Plant location for the origin is [redacted]
Planning for [redacted] trucks a week.
To potentially two destinations [redacted]

Commodity details:

[redacted] g.
NOT SKIDDED. Strapped
LOADED at [redacted] workline, then cleaned off on site or used and unloaded if dropped trailer.

Pricing:

Origin/Destination	53' Flatbed	Lowboy	Dropped Trailer
[redacted] ([redacted])	\$[redacted]	\$[redacted]	[redacted] for first day + [redacted]/day afterwards for flatbed, [redacted]/day afterwards for lowboy
[redacted] to [redacted]	\$[redacted]	\$[redacted]	[redacted] for first day + [redacted]/day afterwards for flatbed, [redacted]/day afterwards for lowboy

**Pricing is including fuel. Does not include Rigging Crane for offloading.*

Notes:

Terms and Conditions:

*This quotation is applicable for **CUSTOMER NAME** only, unless otherwise specified.*

Any changes to the information provided may change pricing, final invoiced amount may be different than quote (i.e. change in dimensions, weight, pieces, etc.).



PHONE 866.773.8400

www.logikor.com

Broker Initials: _____

Shipper Initials: _____