BROKER / CARRIER AGREEMENT

This Agreement shall govern the services provided by _____, a licensed and authorized motor carrier pursuant to USDOT #_____ & Docket No. MC#_____ (hereinafter referred to as "Carrier") and Waymaker Group LLC, (hereinafter referred to as "Broker"), a licensed property broker pursuant to Docket No. MC#_____. Broker and Carrier agree that notwithstanding other provisions, carriage documents or regulation to the contrary, this Agreement shall govern Carrier's performance and obligations pertaining to transportation services for freight tendered to Carrier hereunder.

1. Broker Status. Broker is a freight broker which arranges for third party motor carriers to provide cargo transportation for its customers, in accordance with its role as legally defined under 49 U.S.C. § 13102 Definitions (2), 49 C.F.R. §371.2 and 49 U.S.C. § 14501(c)(1).

1.1 Carrier Status, Rights and Responsibility. Carrier will perform its Transportation Services for Broker and its Customers as an independent contractor and will not for any purpose be the agent of Broker or Broker's Customers. Carrier has exclusive control and direction of the work Carrier performs pursuant to this Agreement. Carrier will not contract or take other action in Broker's name without Broker's prior written consent.

Carrier agrees to assume full responsibility for the payment of all local, state, federal and intra-provincial payroll taxes, and contributions or taxes for unemployment insurance, worker's 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, and Carrier shall indemnify, defend and hold Broker, and its Customer harmless there from. 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 for Broker, under this Agreement.

1.2. No Right to Lien or Delay Release of Cargo or Equipment. Carrier will not assert any lien or make any claim on any cargo or equipment, and no lien will attach against Broker, its Customers or any cargo or equipment, for failure of Broker, the Customer or any other third party to pay Carrier for charges due to Carrier.

1.3 Waiver of Rights. Carrier shall, notwithstanding any other terms of this Agreement, expressly waive all rights and remedies under Title 49 U.S.C., Subtitle IV, Part B to the extent they conflict with this Agreement.

1.4 Sub-Contract Prohibition. Carrier expressly 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. 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 reflected in this agreement the Carrier will be liable for consequential damages for violation of this clause of the agreement.

1.5 Authorities and Licenses; Compliance with Laws. Carrier warrants that it will provide physical transportation of shipments as a fully qualified motor carrier that holds all required federal and state

operating authorities. If Carrier's safety rating changes at any time during this Contract's term or if Carrier is sold, merges or dissolves or experiences a change in control of ownership, Carrier will notify Broker immediately (within 24 hours). Carrier will comply with applicable federal, state and/or local laws and regulations (including obtaining all permits and licenses), and any representations or contractual clauses required thereby will be incorporated herein by reference or by operation of law.

2. Booking Confirmation. Carrier shall transport shipments arranged by Broker pursuant to carrier load or Booking confirmation sheet(s) included herewith or subsequently incorporated by reference (See Schedule A annexed hereto).

2.1 Driver and Equipment Verification. Before each pickup, Carrier shall provide Broker in writing the assigned driver's full name and cell phone number and the tractor and trailer unit numbers and license plates. Carrier shall instruct its driver to present this information at pickup, and Carrier shall not permit cargo to be picked up by any other driver or equipment without Broker's prior written approval. Carrier shall not permit any other person to use its USDOT or MC number, and shall notify Broker immediately if Carrier suspects its identity, authority, email or other accounts have been compromised. Carrier is liable for any loss resulting from Carrier's failure to comply with this Section.

3. Compensation. Broker shall pay Carrier for services rendered in an amount equal to the rates and accessorial charges agreed to on the Broker/Carrier Rate Confirmation Sheet or other signed writing. Carrier must submit proof of delivery with invoices to Broker as a precondition of payment for services hereunder. Payment terms shall be thirty (30) days from receipt of necessary supporting documentation.

3.1 Payment of Invoices. Carrier agrees that Broker is the sole party responsible for payment of Carrier's invoices and that, under no circumstance, will Carrier seek payment from other parties, to include the shipper or consignee.

3.2 Payment Instructions. Any new or changed remittance instructions, including any notice of assignment to a factoring company, must be delivered in writing, signed by an officer of Carrier, and confirmed by Broker by telephone call to Carrier's phone number already on file with Broker. Broker may hold payment until such verification is complete without penalty or interest. Carrier is solely responsible for the security of its email, systems and accounts, and any payment Broker makes in accordance with instructions received from Carrier's email address or accounts on file shall fully discharge Broker's payment obligation for the invoice concerned.

4. Insurance. Carrier agrees to provide any insurance coverage's required by any government body for the types of transportation and related services specified in load confirmation communications received from Broker. All insurance required by this Agreement must be written by an insurance company having a Best's rating of "A-" VII or better and must be authorized to do business under the laws of the state(s) or province(s) in which Carrier provides the transportation and related services as specified in load confirmation communications received from Broker. Carrier's insurance shall be primary and required to respond and pay prior to any other available coverage. Carrier agrees that Carrier, Carrier's insurer(s), and anyone claiming by, through or under Carrier shall have no claim, right of action, or right of subrogation against Broker, its affiliates, or its Customer based on any loss or liability insured under the insurance stipulated herein. Carrier represents and warrants that it will continuously fulfill the requirements of this Section throughout the duration of this Agreement. Carrier shall notify Broker in writing at least thirty (30) days prior to any cancellation, change or non-renewal of the required insurance, and immediately upon any lapse. Carrier shall at all times during the term of this agreement have and maintain in full force and effect,

at its expense, (i) Motor Truck Cargo insurance or a superior equivalent, with limits for the full value of the cargo under carriage subject to a minimum limit never less than US$100,000 per shipment, and in all cases not less than the full value of the cargo as stated on the applicable Rate Confirmation, a deductible no greater than US$10,000 per shipment and at least the same coverage limit and deductible per shipment while in storage or at a storage facility enroute to the consignee; before accepting any load, Carrier shall disclose its cargo insurance limit to Broker and shall not accept any shipment whose declared value exceeds that limit, (ii) Commercial Automobile Liability insurance with a combined single limit of not less than US$1,000,000 per occurrence and without aggregate limits, and naming Broker as additional insured, (iii) Commercial General Liability insurance, in a limit of not less than US$1,000,000 per occurrence, (iv) Worker's Compensation insurance in the amounts required by statute, and Employer's Liability insurance with limits not less than US$500,000 per occurrence, and (v) if Carrier provides Transportation Services for hazardous materials under United States Department of Transportation ("DOT") regulations, public insurance including Commercial Automobile insurance limits required for the commodity transported under 49 C.F.R § 387.7 and 387.9 (or successor regulations thereto) and statutory required Commercial Automobile insurance limits pertaining to the hazard classification of the cargo as defined by DOT, an MCS-90 and Broadened Pollution Liability endorsements for limits required by law and full policy limits. Carrier shall, prior to providing transportation and related services pursuant to this Agreement, name Broker, as a certificate holder, as required on the foregoing insurance policies and shall cause its insurance company to issue a certificate to Broker, evidencing the foregoing. When Carrier provides Transportation Services that involve origins and destinations solely within Canada, Carrier shall be current in its remittances to the appropriate Worker's Compensation Board of the Carrier's province, shall provide a certificate issued by the appropriate Worker's Compensation Board of the Carrier's province certifying that the Carrier is not delinquent and is current in its remittances to that authority, and shall have such other insurance or higher coverage limits required by applicable Canadian national or provincial law or regulation. Insurance will meet or exceed the requirements of federal, state and/or Provincial regulatory bodies having jurisdiction over Carrier's performances pursuant to this agreement. During this Contract's term, the insurance policies required hereunder and any replacement policies will (i) insure the interests of Broker and, (ii) cover all drivers, equipment and cargo used in providing Transportation Services and (iii) not contain any exclusions or restrictions as to designated premises or project, pertaining to unattended equipment or cargo, for unscheduled equipment, for unscheduled drivers or cargo, for fraud or infidelity, for tarp warranty, for wetness or dampness, for geographical location in the United States, for trailers unattached to the power unit, or for a particular radius of operation.

4.1 Hazardous Materials. Carrier shall not accept or transport any shipment tendered by Broker that contains hazardous materials as defined in 49 C.F.R. Part 172 without Broker's prior written approval for that specific shipment. Carrier shall be solely liable for, and shall indemnify Broker against, any loss, cleanup, remediation, fine or penalty arising from hazardous materials transported in violation of this Section.

5. Carrier Moving Perishables. Carrier will verify that the equipment is suitable for the transportation of food, dairy & milk products for human or animal consumption, as applicable, as well as for other perishables, and will comply with all applicable laws and regulations, including maintenance of permits and record keeping requirements, for food, dairy and milk products. Carrier warrants that the Carrier will inspect or hire a service representative to inspect a vehicle's refrigeration or heating unit at least once each month. Carrier warrants that they shall maintain a record of each inspection of refrigeration or heating unit and retain the records of the inspection for a least one year. Copies of these records must be provided upon

request to the carrier's insurance company and Broker. Each unit will maintain temperature data loggers in good working condition and provide the temperature readings upon request.

Carrier warrants that they will maintain adequate fuel levels for the refrigeration or heating unit and assume full liability for claims and expenses incurred by the Broker or the shipper for failure to do so.

Carrier will maintain effective driver screening, training, qualification and monitoring procedures and will provide Broker with information about these procedures upon request. Carrier will cause its drivers and other Carrier Representatives to operate their vehicles and equipment in a proper and lawful manner and to maintain equipment used to provide the Transportation Services in good, safe, sanitary, disinfected and lawful operating condition at all times. Carrier will use equipment that has been cleaned and sanitized in accordance with reasonable efforts not to supply equipment for Transportation Services that has been previously used to transport other product. The Carrier must provide their cargo insurer with all records that relate to a loss and permit copies and abstracts to be made from them upon request. Broker's customer is a third party beneficiary of this Agreement. The following rules shall apply: (a) Carrier's liability for lost or damaged cargo shall be as set forth in Section 8; (b) Claims will be filed with Carrier by Broker or Shipper.

Carrier will inspect all empty equipment before loading to determine whether it is in apparent good condition (i.e., it appears to be sound, roadworthy, clean, odor-free, dry, leakproof and free of contamination or infestation) to protect the cargo being transported, will reject any equipment that is not in apparent good condition, clean and disinfected and will immediately (no later than 60 minutes) inform Broker of its rejection. Carrier acknowledges that if Carrier fails to inspect the equipment when it has the opportunity to do so, Carrier assumes liability related to such failure, for damage or loss to product cargo transported in such equipment.

All vehicles used for the transportation of pasteurized milk and milk products shall be constructed and operated so that the milk and milk products are maintained at 7ºC (45ºF) or less and are protected from contamination. Milk tank cars, milk tank trucks, and portable shipping bins shall not be used to transport or contain any substances that may be toxic or harmful to humans.

Carrier will maintain compliance with California TRU Regulation under California Code of Regulations Title 13, Division 3, Chapter 9, Article 8, Section 2477, as applicable.

5.1 Cargo Security. Carrier acknowledges that Broker's insurance does not respond to losses arising from unattended equipment, untarped cargo, or refrigeration units that are switched off, disconnected, unfueled, improperly set or not maintained, and that the requirements of this Section 5.1 are a material inducement for Broker to tender freight to Carrier.

(a) Attended or Secured at All Times. From pickup until delivery is accepted by the consignee, all loaded equipment shall at all times be either (i) attended, meaning a driver or designated guard is physically in or on the tractor or trailer with responsibility for guarding the cargo; or (ii) secured, meaning the locked equipment is inside a completely fenced yard with gates locked by key or combination lock or with an attendant controlling access, or inside a completely enclosed and locked building. Equipment that is neither attended nor secured is "Unattended." Without limitation, equipment is Unattended when left, for any length of time and for any reason (including meals, restroom breaks, fueling, paying for fuel, showers or errands), at an unfenced truck stop, rest area, retail or

restaurant parking lot, unfenced drop yard, roadside, highway shoulder, on- or off-ramp, residential street, or the residence of any driver.

(b) Prohibited Locations. Carrier shall not park or stop loaded equipment on any roadside, highway shoulder, on- or off-ramp, or residential street, except where required by a mechanical breakdown, accident or law enforcement. In that event, the driver shall remain with the equipment and Carrier shall notify Broker within thirty (30) minutes.

(c) No Early Stops. Carrier shall not stop within two hundred fifty (250) miles of the pickup location except for fuel, emergencies or breaks required by hours-of-service regulations, and during any such stop the equipment shall remain attended.

(d) No Dropped Trailers. Carrier shall not drop or detach a loaded trailer at any location other than the consignee without Broker's prior written consent, and then only at a location that meets subsection (a)(ii).

(e) Locks, Seals and High-Value Freight. Trailer doors shall be locked and sealed at all times, and the seal number shall be recorded on the bill of lading. For any shipment with a declared value of US$50,000 or more, or consisting of electronics, cellular telephones, computers or computer parts, apparel, alcoholic beverages, tobacco, pharmaceuticals, automobile parts or tires, copper or other metals, or hemp, Carrier shall also use a high-security bolt seal and a kingpin or glad-hand lock whenever the equipment is not moving.

(f) Tracking. Carrier shall keep a working ELD or GPS tracking device on the equipment, share live location with Broker through Broker's designated tracking method for the entire transit, and answer Broker's check calls. Carrier shall notify Broker if tracking is interrupted for more than sixty (60) minutes.

(g) Tarps. All cargo on open-deck or otherwise unenclosed equipment shall be completely covered by a waterproof tarpaulin at all times while exposed to rain, hail, sleet, snow, sand or dust.

(h) Temperature Control. Carrier shall pre-cool or pre-heat equipment before loading, set and continuously maintain the temperature specified on the Rate Confirmation, and shall not switch off, disconnect from power, or change the setpoint of the refrigeration or heating unit. Carrier shall keep the unit adequately fueled and maintained in accordance with the manufacturer's specifications.

(i) Theft Reporting. Carrier shall notify Broker and local law enforcement within one (1) hour of discovering any theft, disappearance or tampering, and shall provide Broker the police report number and the driver's written statement within twenty-four (24) hours.

(j) Carrier Liability for Breach. Any loss, theft, disappearance of, or damage to cargo occurring while the cargo is Unattended, or otherwise during or as a result of any breach of this Section 5.1, shall be conclusively presumed to have been caused by Carrier's breach. Carrier shall be liable to Broker and its Customer for the full value of the cargo as set forth in Section 8, together with all of Broker's resulting costs, including deductibles, investigation costs and reasonable attorneys' fees, whether or not Carrier's insurer accepts or pays the claim and regardless of any exclusion or limitation in Carrier's insurance. Carrier waives any defense that such loss was caused by the theft or criminal act of a third party.

(k) Offset and Termination. Broker may withhold and offset any amount owed under subsection (j) against freight charges due to Carrier on any shipment. Any breach of this Section 5.1 is a material breach for which Broker may immediately terminate this Agreement.

(l) No Control. The requirements of this Section 5.1 are cargo-protection standards required by Broker's customers and insurers. Nothing in this Agreement gives Broker any right to control, and Broker does not control, the manner or means by which Carrier performs Transportation Services. Carrier retains exclusive control over and responsibility for the hiring, training and supervision of its drivers, routing, equipment, vehicle safety and compliance with hours-of-service and all other safety regulations, including how it meets these standards.

6. Shipping Document Execution. Carrier is to be named on the bill of lading as the "carrier of record."

7. INDEMNIFICATION. CARRIER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS BROKER, ITS AFFILIATES AND ITS CUSTOMERS (AS INTENDED THIRD PARTY BENEFICIARIES) FROM ANY AND AGAINST ALL LOSSES (as defined below) ARISING OUT OF OR IN CONNECTION WITH THE TRANSPORTATION SERVICES PROVIDED UNDER THIS CONTRACT, INCLUDING THE LOADING, UNLOADING, HANDLING, TRANSPORTATION, POSSESSION, CUSTODY, USE OR MAINTENANCE OF CARGO OR EQUIPMENT OR PERFORMANCE OF THIS CONTRACT (INCLUDING BREACH HEREOF) BY CARRIER OR ANY CARRIER REPRESENTATIVE. CARRIER'S OBLIGATION TO INDEMNIFY AND DEFEND SHALL NOT BE AFFECTED BY ALLEGED NEGLIGENCE OR WILLFUL MISCONDUCT OF BROKER, ITS AFFILIATES OR CUSTOMERS. IT IS THE INTENT OF THE PARTIES THAT THIS PROVISION BE CONSTRUED TO PROVIDE INDEMNIFICATION TO BROKER, ITS AFFILIATES AND CUSTOMERS TO THE MAXIMUM EXTENT PERMITTED BY LAW. IF THIS PROVISION IS FOUND IN ANY WAY TO BE OVERBROAD, IT IS THE PARTIES INTENT THAT THIS PROVISION BE ENFORCED TO ALLOW INDEMNIFICATION TO THE MAXIMUM EXTENT PERMISSIBLE. "Losses" mean any and all losses, liabilities, obligations, personal injury, bodily injury, property damage, loss or theft of property, damages, penalties, fines, punitive or exemplary damages, actions, causes of action, claims, suits, demands, costs and expenses of any nature whatsoever, including reasonable attorneys' and paralegals' fees and other costs of defence, investigation and settlement, costs of containment, cleanup and remediation of spills, releases or other environmental contamination and costs of enforcement of indemnity obligations.

8. Carrier's Cargo Liability. Carrier assumes full liability for the greater of replacement cost, Shipper's/Consignor's commercial invoice or market value for loss, damage or destruction of any and all goods or property tendered to Carrier by Broker, and for the full course of carriage. Carrier shall inspect each load at the time it is tendered to Carrier to assure its condition. If Carrier is tendered a load which is not in suitable condition, it shall notify Broker, immediately. Cargo which has been tendered to Carrier intact and released by Carrier in a damaged condition, or lost or destroyed subsequent to such tender to Carrier, shall be conclusively presumed to have been lost, damaged or destroyed by Carrier unless Carrier can establish otherwise by clear and convincing evidence. Deliveries with broken seals shall be rejected and declared a total loss for which the Carrier is held responsible. Carrier waives any limitation of liability contained in any tariff, released rate, bill of lading or other document. Carrier's liability may be limited only by a writing signed by an officer of Broker. Carrier is liable for any loss caused by the theft, dishonesty or infidelity of Carrier's employees, drivers, owner-operators, agents, subcontractors or anyone to whom Carrier entrusts the cargo, whether acting alone or in collusion with others.

Carrier shall either pay Broker directly or allow Broker to deduct from the amount Broker owes Carrier, the amount of Customer's full actual loss. Carrier agrees that it will assert no lien against cargo transported hereunder. Broker, shall deduct from the amount Broker otherwise owes Carrier, the Customer's full actual loss of all claims that are not resolved within ninety (90) days of the date of the claim. Carrier agrees to indemnify Broker, for any payments relating to such loss or damage incurred hereunder. In the event of an accident, Carrier shall notify Broker immediately for further instructions. Carrier shall return all damaged shipments at its expense to the point of origin or to other points as instructed by Broker. Claims notification & salvage procedures will be followed in accordance with the procedure described in 49 C.F.R. §370.1-11. Carrier will make all payments pursuant to the provisions of this Section within thirty (30) days following receipt by Carrier of Customer's invoice or demand and supporting documentation for the claim.

8.1 Salvage Claims. Carrier shall waive any and all right of salvage or resale of any of Customer's damaged goods and shall, at Broker's reasonable request and direction, promptly return or dispose, at Carrier's cost, any and all of Customer's damaged and goods shipped by Carrier. Carrier shall not under any circumstance allow Customer's goods to be sold or made available for sale or otherwise disposed of in any salvage markets, employee stores, or any other secondary outlets. In the event that damaged goods are returned to Customer and salvaged by Customer, Carrier shall receive a credit for the actual salvage value of such goods.

8.2 Claims Cooperation. Carrier shall report any loss or damage to its cargo insurer within five (5) business days, provide Broker with the insurer's name, policy number and claim number, and furnish Broker a copy of any declination or coverage position letter within five (5) business days of receipt.

8.3 Delay and Service Failures. Carrier shall be liable to Broker for all documented costs incurred by Broker or its Customer as a result of Carrier's late pickup or delivery, missed appointment, failure to pick up a load after accepting it, or rejection of a load by the consignee due to Carrier's act or omission, including redelivery, re-power, recovery, storage and replacement-carrier costs and customer fines or chargebacks, except to the extent caused by the shipper, the consignee or events beyond Carrier's reasonable control. Broker may offset such amounts against freight charges due to Carrier.

9. Governing Law; Consent to Jurisdiction and Integration. This Contract will be construed, to the extent not pre-empted by applicable federal law, under the laws of the State of California, without giving effect to any choice or conflict of law rules. Broker and Carrier waive all right to trial by jury in any action, suit or proceeding brought to enforce or defend any rights or remedies under this Contract. Each of the parties hereby irrevocably and unconditionally (i) submits to the exclusive jurisdiction of any federal or state court sitting in California in any suit, action or arising out of, connected with, related to, or incidental to the relationship established among them in connection with this Contract and (ii) waives, to the fullest extent permitted by law, any objection to venue or any defence of inconvenient forum in connection with any such court; provided however that jurisdiction for disputes regarding claims brought by third parties requiring Carrier's indemnification hereunder may be effected in the courts where such third party claims are filed. This written Agreement, together with any load confirmation, contains the entire agreement between the parties and may only be modified by signed written agreement.

9.1 Safety Rating. Carrier shall endeavour to maintain a satisfactory U.S. DOT Safety Rating but under no circumstances is Carrier allowed to provide services under this contract if their safety rating falls to "unsatisfactory."

10. Confidentiality Obligations. Carrier acknowledges that in carrying out this Contract, it will learn proprietary information about Broker and its business, including its rates, services, personnel, computer systems, Customers, traffic volumes, origins and destinations, commodity types, shipment information and business practices (the "Information"). During this Contract's term and for 12 months after its termination, Carrier will hold the Contract provisions and Information in confidence, restrict disclosure to those Carrier Representatives with a need to know, and not use the Information to Broker's competitive detriment or for any purpose except as contemplated hereby. Carrier may disclose Information to the extent required by a governmental agency or under a court order, provided that Carrier notifies Broker of such requirements before disclosure.

10.1. Nonsolicitation of Customers. During this Contract's term and for 9 months after its termination, Carrier will not, and will cause the Carrier Representatives not, to directly or indirectly solicit or provide transportation services to any Customer without Broker's prior written consent if (a) that Customer first became known to Carrier as a result of Broker's engagement of Carrier, (b) the type of transportation services, such as the origins and destinations served or commodity types, provided to that Customer first became known to Carrier as a result of Broker's engagement of Carrier or (c) the first shipment transported by Carrier for that Customer was tendered to Carrier by Broker. If Carrier or any Carrier Representative solicits a Customer in violation of this Section, Carrier shall pay to Broker as a commission 10% of the total charges, with a maximum of US$200 per shipment, for transportation services provided by Carrier to such Customer.

11. Savings Clause. If any provision of this Agreement or any Transportation Schedule is held to be invalid, the remainder of the Agreement or the Transportation Schedule shall remain in force and effect with the offensive term or condition being stricken to the extent necessary to comply with any conflicting law.

12. This Agreement shall be for the period of one (1) year and shall be automatically renewed unless cancelled. Either party may terminate this Agreement upon fifteen (15) days written notice. By signatory hereto, CARRIER represents that it has the authority and ability to enter into legally binding contracts and that CARRIER agrees to be bound by the terms and conditions of this Agreement effective immediately. Sections 1.2, 1.4, 3.2, 4, 4.1, 5.1, 7, 8, 8.1, 8.2, 8.3, 9, 10 and 10.1 shall survive the termination or expiration of this Agreement with respect to all shipments tendered before termination or expiration.

BROKER	**CARRIER**
Waymaker Group LLC	Company: _____
By: _____	By: _____
Name/Title: _____	Name/Title: _____
Date: _____	Date: _____