

Broker-Carrier Agreement

This Broker-Carrier Agreement is entered into on _____, by and One Horn Transportation, Inc. ("BROKER"), a Registered Property Broker, Lic. MC No. 527347, and _____, a Registered Motor Carrier, Permit/Certificate MC No. _____ ("CARRIER"); collectively, the "Parties". ("Registered" means operated under authority issued by the Federal Motor Carrier Safety Administration (or its predecessors) within the U.S. Department of Transportation). In exchange for the mutual consideration expressed below, the Parties agree as follows:

1. CARRIER REPRESENTS AND WARRANTS THAT IT:

A. Is a Registered Motor Carrier of Property authorized to provide transportation of property under contracts with shippers and receivers and/or brokers of general commodities;

B. Shall transport the property under its own operating authority and subject to the terms of this Agreement;

C. CARRIER's services under this Agreement are specifically designed to meet the distinct needs of BROKER's customers under the specified rates and conditions set forth herein. At all times herein, CARRIER shall render such transportation services as a motor carrier providing contract carriage pursuant to 49 U.S.C. §§ 13102(4)(B) and makes the representations herein for the purpose of inducing BROKER to enter into this Agreement.

D. Agrees that a Shipper's insertion of BROKER's name as the carrier on a bill of lading shall be for the Shipper's convenience only and shall not change BROKER's status as a property broker nor CARRIER's status as a motor carrier. BROKER is not a motor carrier and assumes no motor carrier responsibility for cargo loss and damage in the event that the National Motor Freight Traffic Association (NMFTA) form of bill of lading is utilized.

E. Will not re-broker, co-broker, subcontract, assign, interline, or transfer the transportation of shipments hereunder to any other persons or entity conducting business under a different operating authority, without prior written consent of BROKER. If CARRIER breaches this provision, among all other remedies (whether at equity or in law), CARRIER shall forfeit payment for the load at issue, shall waive any and all legal rights and remedies against BROKER with regard to the load at issue and shall re-pay BROKER any funds paid or advanced on the load at issue within seven (7) days of request by BROKER. Notwithstanding termination based on breach of this section, CARRIER shall be deemed the agent of the motor carrier(s) that performed the transportation for the purposes of payment and will remain liable to BROKER as if it had hauled the load for any loss incurred by BROKER or its customer. In addition to the indemnity obligation in paragraph 1.H, including any claims under MAP-21 (49 U.S.C. § 13901 et seq.) CARRIER will be liable for consequential damages for violation of this Paragraph, regardless of whether arising from the conduct or omissions of CARRIER, subcontractor, or any other third party.

F. (i) Is in, and shall maintain compliance during the term of this Agreement, with all applicable federal, state and local laws relating to the provision of its services including, but not limited to: transportation of Hazardous Materials (including the licensing and training of Haz-Mat qualified drivers), as defined in 49 C.F.R. § 172.800, § 173, and § 397 et seq. to the extent that any shipments hereunder constitute Hazardous Materials; security regulations; owner/operator lease regulations; loading and securement of freight regulations; implementation and maintenance of driver safety regulations including, but not limited to, hiring, controlled substances and alcohol testing, and hours of service regulations; implementation and maintenance of equipment safety regulations; maintenance and control of the means and method of transportation including, but not limited to, performance of its drivers; all applicable insurance laws and

regulations including but not limited to workers' compensation. CARRIER agrees to provide proof of compliance upon request.

(ii) On behalf of shipper, consignee and broker interests, to the extent that any shipments subject to this Agreement are transported within the State of California on refrigerated equipment, CARRIER warrants that it shall only utilize equipment which is in full compliance with the California Air Resources Board (CARB) Transport Refrigerated Unit (TRU) Airborne Toxic Control Measure (ATCM) in-use regulations. CARRIER shall be liable to BROKER for any penalties, or any other liability, imposed on, or assumed by BROKER due to penalties imposed on BROKER's customer because of CARRIER's use of non-compliant equipment, including but not limited to those in **Appendix A**.

(iii) Is in, and shall maintain compliance during the term of this Agreement, with the federal, state and local laws relating to the provision of its services, including, but not limited to transportation of over overweight and over-dimensional shipments. CARRIER shall be responsible for obtaining all necessary information from BROKER in order to secure permits, plan routes, hire escort services, and all provide other ancillary services related to the transportation of heavy equipment.

(iv) Is in, and shall maintain compliance during the term of this Agreement, with the Food Safety Modernization Act, the Sanitary Food Transportation Act of 2005 and the FDA's Final Rule pertaining to Sanitary Transportation of Human and Animal Food, together with the sanitation, temperature, and contamination requirements for transporting food, perishable, and other products, including but not limited to those delegable duties set forth in **Appendix B**.

(v) Further, CARRIER shall be responsible for ensuring that all loads have a safety seal prohibiting entry to the trailer and access to shipment at all times during the transport until the safety seal is removed by BROKER's customer, as further provided in any Shipper appendices.

(vi) Is solely responsible for any the management, governing, discipline, direction and control of its employees, owner/operators, and equipment with respect to operating within all applicable federal and state legal and regulatory requirements to ensure the safe operation of CARRIER's vehicles, drivers and facilities. CARRIER and BROKER agree that safe and legal operation of the CARRIER and its drivers shall completely and without question govern and supersede any service requests, demands, preferences, instructions, and information from BROKER or BROKER's customer with respect to any shipment at any time.

G. CARRIER will notify BROKER immediately in writing if its federal Operating Authority is revoked, suspended or rendered inactive for any reason, and/or if it is sold, or if there is a change in control of ownership, and/or any insurance required hereunder is threatened to be or is terminated, cancelled, suspended, or revoked for any reason.

H. CARRIER shall defend, indemnify and hold BROKER, Shipper, Shipper's customer, and their respective directors, officers, employees and agents (collectively referred to as "Indemnitee"), harmless from:

(1) ANY AND ALL CLAIMS MADE AGAINST ANY INDEMNITEE BY OR ON BEHALF OF CARRIER'S EMPLOYEES, AGENTS OR SUBCONTRACTORS FOR SALARY OR OTHER COMPENSATION OR PAYMENTS RESULTING OR CLAIMED TO HAVE RESULTED, IN WHOLE OR IN PART, FROM SERVICES CARRIER, CARRIER'S AGENTS OR SUBCONTRACTORS PERFORMHEREUNDER;

(2) ANY AND ALL PENALTIES FOR FINES OF ANY CHARACTER WHICH MAY BE SOUGHT TO BE ENFORCED AGAINST ANY INDEMNITEE BY REASON OF AN ALLEGED VIOLATION BY CARRIER, CARRIER'S AGENTS OR SUBCONTRACTORS OF ANY FEDERAL, STATE, OR MUNICIPAL LAW, RULE OR REGULATION;

(3) ALL CLAIMS, DEMANDS, ACTIONS OR CAUSES OF ACTION WHICH MAY AT ANY TIME BE BROUGHT AGAINST ANY INDEMNITEE BECAUSE OF DEATH OR INJURY TO ANY PERSON,

INCLUDING CARRIER'S EMPLOYEES, AGENTS OR SUBCONTRACTORS OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO CARGO BEING TRANSPORTED HEREUNDER) WHICH MAY ARISE FROM OR IN CONNECTION WITH: (I) THE MAINTENANCE, USE OR OPERATION (INCLUDING LOADING AND UNLOADING) BY CARRIER, CARRIER'S AGENTS OR SUBCONTRACTORS OF ANY MOTOR VEHICLE OR ALLIED EQUIPMENT IN PERFORMANCE OF SERVICES UNDER THIS AGREEMENT; AND/OR (II) ANY AND ALL ACTS OR OMISSIONS OF CARRIER, ITS AGENTS, EMPLOYEES OR SUBCONTRACTORS IN PROVIDING THE TRANSPORTATION SERVICES TO BE PROVIDED UNDER THIS AGREEMENT; AND, (4) ANY AND ALL OTHER CLAIMS MADE BY OR ON BEHALF OF A SHIPPER OR ITS CUSTOMERS AGAINST ANY OTHER INDEMNITEE, IF SUCH CLAIM ARISES FROM SERVICES RENDERED BY CARRIER, CARRIER'S AGENTS OR SUBCONTRACTORS UNDER THIS AGREEMENT. THE INDEMNITY HEREIN PROVIDED SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO ALL COSTS, EXPENSES, EXPERT'S FEES AND REASONABLE ATTORNEYS' FEES INCURRED OR PAYABLE BY ANY INDEMNITEE IN SETTLING SUCH CLAIMS OR PENALTIES OR FINES OR IN INVESTIGATING OR DEFENDING AGAINST SAME. The indemnity herein provided is notwithstanding whether the Party's insurance as referred to in paragraph 3.F. is valid or provides coverage. This provision shall remain in full force and effect both during and after the Term of this Agreement.

I. Does not have an "Unsatisfactory" safety rating issued by the Federal Motor Carrier Safety Administration (FMCSA), U.S. Department of Transportation, and will notify BROKER in writing immediately if its safety rating is changed to "Unsatisfactory" or "Conditional".

J. Has investigated, monitors, and agrees to conduct business hereunder based on the credit-worthiness of BROKER.

K. Authorizes BROKER to invoice CARRIER's freight charges to shipper, consignee, or third parties responsible for payment.

2. BROKER RESPONSIBILITIES:

A. SHIPMENTS: BROKER shall inform CARRIER of (i) place of origin and destination of all shipments; and (ii) if applicable, any special shipping and handling instructions or special equipment requirements of which BROKER has been timely notified.

B. BILLING: BROKER agrees to conduct all billing services to shippers, consignees, or other party responsible for payment.

C. RATES: CARRIER shall be compensated for such transportation in accordance with the rates and charges on the applicable BROKER rate form, regardless of whether another pricing provision published by CARRIER might be more favorable to CARRIER, BROKER or Shipper. Additionally, any rates, which may be verbally agreed upon, shall be deemed confirmed in writing where CARRIER has billed the agreed rate and BROKER has paid it. This Agreement supersedes all rates or charges, including but not limited to stop-offs, detention, loading or unloading, fuel surcharges, or other accessorial charges, tariff rates, released rates or values, or tariff rules or circulars, unless their terms are specifically agreed to in a writing signed by both Parties (a signed bill of lading by the Shipper, or any other intermediary other than BROKER, shall be ineffective).

D. PAYMENT: The Parties agree that BROKER is the sole party responsible for payment of CARRIER's charges.

(1) CARRIER waives any and all claims CARRIER may subsequently have against the Shipper or Shipper's customer for payment of charges for services rendered by CARRIER hereunder. This undertaking by CARRIER shall survive the termination of this Agreement.

(2) Upon CARRIER's acceptance of payment for a load, CARRIER agrees to waive all rights and remedies it has or may have against BROKER under 49 CFR part 371.3 with regard to that particular load. Payment and other disputes are subject to the terms of paragraph 5.D, which provides in part that prevailing parties are entitled to recovery of costs, expenses and reasonable attorney fees.

(3) BROKER reserves the right to reduce compensation to CARRIER by the actual amount of additional cost incurred by BROKER when BROKER must arrange alternative transportation services to replace services promised, but not provided, due to CARRIER's negligence.

(4) Provided CARRIER is not in default under the terms of this Agreement, and subject to Paragraph 5(E), BROKER agrees to pay CARRIER's invoice within 30 days of receipt of the bill of lading or proof of delivery.

E. BOND: BROKER shall maintain a surety bond /trust fund as agreed to in the amount of \$75,000 and on file with the Federal Motor Carrier Safety Administration (FMCSA) in the form and amount not less than that required by that agency's regulations.

F. BROKER will notify CARRIER immediately if its federal Operating Authority is revoked, suspended or rendered inactive for any reason, and/or any insurance required hereunder is terminated, cancelled, suspended, or revoked for any reason.

G. BROKER's responsibility is limited to arranging for, but not actually performing, transportation of a shipper's freight.

3. CARRIER RESPONSIBILITIES:

A. SERVICES: In performing any transportation services hereunder (the "Services"), CARRIER, at its own expense, shall at all times provide and maintain: safe and adequate freight handling facilities; sufficient and duly qualified, competent, skilled and properly trained and licensed drivers; all other personnel, motor vehicles and transportation related equipment in good working order necessary to perform the required transportation services in a safe manner; and all requisite operating permits and authorities. CARRIER hereby acknowledges that CARRIER is solely responsible for the inquiring of, understanding and complying with the reporting requirements of BROKER and BROKER's customer.

B. EQUIPMENT: CARRIER agrees to provide the necessary equipment for completion of the transportation services required for BROKER and/or its customers. CARRIER will furnish equipment for transporting cargo which is sanitary, and free of any contamination, suitable for the particular commodity being transported and which will not cause in whole or in part adulteration of the commodity as defined in 21 U.S.C § 342. CARRIER will maintain the Equipment in good repair, mechanical condition and appearance, and meet all safety and other requirements of all applicable laws, rules, and regulations of the United States and any other jurisdiction required in order to perform the Services hereunder. CARRIER shall comply with all testing and inspection requirements set forth in 49 CFR § 396. CARRIER agrees that all shipments will be transported and delivered with reasonable dispatch, or as otherwise agreed in writing.

C. DRIVERS: All drivers operating vehicles and equipment pursuant to this Agreement will meet all legal requirements, and will be drug and alcohol free at all times while performing any Services hereunder. All drivers shall be enrolled in a random drug and alcohol testing program as outlined in 49 C.F.R. § 382 (the "Testing Program"). Nothing in this paragraph alters the independent contractor relationship between BROKER and CARRIER and shall not in any way be construed to make CARRIER, its employees or contractors, employees of BROKER.

D. BILLS OF LADING: CARRIER shall sign a bill of lading, produced by shipper or CARRIER in compliance with 49 C.F.R. § 373.101 (and any amendments thereto), for the property it receives for transportation under this Agreement. Under no circumstances shall BROKER execute a bill of lading or any other

document, which represents or holds out BROKER as the motor carrier responsible for delivery of any cargo. CARRIER shall become fully liable for the freight when it takes possession thereof, regardless of whether a bill of lading has been issued, and/or signed, and/or delivered to CARRIER, and which liability shall continue until delivery of the shipment to the consignee and the consignee signs the bill of lading or delivery receipt. Any terms of the bill of lading (including but not limited to payment and credit terms, released rates or limitations of liability) inconsistent with the terms of this Agreement shall be ineffective. Failure to issue a bill of lading, or a signature on a bill of lading by CARRIER or SHIPPER shall not affect the liability of CARRIER. CARRIER shall notify BROKER immediately, prior to proceeding from the location, of any exceptions made on the bill of lading, manifest or other receipt. The bill of lading shall prima facie evidence that CARRIER accepted the shipment in good delivery.

E. LOSS & DAMAGE CLAIMS:

(i) CARRIER shall be liable for loss, damage, or delay of any shipment transported pursuant to this Agreement. CARRIER hereby assumes the liability of a motor common carrier as provided in 49 U.S.C. 14706 as in effect on the effective date of this Agreement. The assumption of such liability includes full liability for loss and damage to trailers, flat beds and other containers when such trailers, flat beds and other containers are customers' merchandise transported by CARRIER for delivery. CARRIER agrees to furnish BROKER notice immediately, or as soon as is reasonably possible, by telephone of any occurrence (such as, for example, a material delay in delivery, risk of adulteration to food products, exposure of equipment to water, and/or damage to products due to packaging, tarping or crating) which may give rise to a claim against either the CARRIER, the BROKER, or the BROKER's customer(s) under the terms of this Agreement. CARRIER further agrees to cooperate, as requested by BROKER, in the investigation of any claim or suit, which may be encountered by BROKER under the terms of this Agreement. The duty to cooperate includes the granting of a limited power of attorney to BROKER as set forth below.

(ii) CARRIER shall comply with 49 C.F.R. § 370.1 et seq. and any amendments and/or any other applicable regulations adopted by the Federal Motor Carrier Safety Administration, U.S. Department of Transportation, or any applicable state regulatory agency, for processing all loss and damage claims and salvage. CARRIER agrees that food that has been transported or offered for transport under conditions that are not in compliance with Shipper's or BROKER'S instructions, as provided to CARRIER by Shipper or BROKER, will be considered "adulterated" within the meaning of the Federal Food, Drug and Cosmetic Act, 21 U.S.C. § 342 (i), and a material breach of this Agreement.

(iii) CARRIER shall not sell, salvage or attempt to sell or salvage any goods without the BROKER's express written permission;

(vi) CARRIER's failure to deliver a shipment in accordance with this Agreement constitutes a material breach of contract entitling BROKER to any and all damages arising therefrom, including loss and delay damages.

(v) The measure of CARRIER's liability shall be the full invoice value of any product lost or damaged plus all reasonably foreseeable consequential and incidental expenses arising from the loss, damage or injury, and shall not be limited by the amount of insurance maintained by the CARRIER.

(vi) Special Damages: CARRIER's indemnification liability (Par. 1.H) for freight loss and damage claims shall include legal fees which shall constitute special damages, the risk of which is expressly assumed by CARRIER. No limitation of liability found in CARRIER's tariff, rules or classifications, including NMFC shall in any way lessen or limit CARRIER's liability under this Agreement.

(vii) Notwithstanding the terms of 49 CFR 370.9, CARRIER shall pay, decline or make a firm compromise settlement offer in writing on all cargo loss or damage claims within 30 days of receipt of the claim. Failure of CARRIER to pay, decline or offer settlement within this 30 days' period shall be deemed admission by CARRIER of full liability for the amount claimed and a material breach of this Agreement.

F. INSURANCE: CARRIER agrees to purchase and maintain, at CARRIER's sole expense, the below-required coverage by purchasing same from an insurance company with an A.M. Best's rating of A- or better and unless otherwise agreed, subject to the following minimum limits:

(i) Automobile Liability Coverage of \$1,000,000 per occurrence and aggregate (except for intrastate carriers, which shall be in limits set forth by applicable state statute);

(ii) Non-Trucking General Liability (Limits of \$1,000,000 per occurrence and aggregate);

(iii) Commercial General Liability (Limits of \$1,000,000 per occurrence and aggregate);

(iv) Cargo insurance for coverage of damage to or loss of cargo (including coverage for indirect and consequential damage, broken seal, driver error, theft by employee, mysterious disappearance, unattended vehicle, reefer breakdown, loss or damage due to freezing, spoilage, contamination, mildew, moss or deterioration, and any other endorsements required by BROKER or its customer) in the amount of \$100,000 per occurrence.

(v) Occupational accident for owner-operators (\$500,000 or in limits equal to state workers' compensation requirements) or, if CARRIER is domiciled in a state that requires Workers Compensation insurance coverage, CARRIER shall maintain Workers Compensation insurance coverage in all states on those of CARRIER's drivers, employees, agents and other person required to be principally covered under the workers compensation laws of the domicile state. Workers' Compensation coverage, where required, shall be in amounts not less than the statutory limits required by the applicable state's law.

(vi) CARRIER's insurance shall be primary and required to respond and pay prior to any other available coverage;

(vii) CARRIER shall furnish BROKER with Certificate(s) of Insurance naming BROKER as a loss payee and additional insured. Such certificate will state that insurance carrier will provide BROKER with thirty (30) days advance written notice of cancellation or termination or change in coverage. CARRIER shall cause its insurance carrier to provide BROKER with a waiver of the insurer's subrogation against BROKER and shipper as to the above outlined coverage (i) through (vii). Except for the higher coverage limits which may be specified above, the insurance policies shall comply with minimum requirements of the Federal Motor Carrier Safety Administration and any other applicable regulatory state agency. All policies will contain a severability of interest provision in favor of BROKER or a full and complete breach of warranty endorsement to the effect that the insurance coverage will not be invalidated as relates to the interest of BROKER by any act, failure to act, or neglect of CARRIER which is in violation of the terms and conditions of such insurance. Nothing in this section shall be construed to limit CARRIER's liability due to any exclusion, deductible or policy limit or provision contained in the contract of insurance maintained by CARRIER.

G. ASSIGNMENT OF RIGHTS: CARRIER automatically assigns to BROKER all its rights to collect freight charges from Shipper or any responsible third party on receipt of payment of its freight charges from BROKER.

H. CARRIER assumes full responsibility and liability for payment of the following items: All applicable federal, state, and local payroll taxes, taxes for unemployment insurance, old age pensions, workers' compensation, social security, with respect to persons engaged in the performance of its transportation services hereunder. BROKER shall not be liable for any of the payroll-related tax obligations specified above and CARRIER shall indemnify, defend, and hold BROKER harmless from any claim or liability imposed or asserted against BROKER for any such obligations.

4. WAIVER OF CARRIER'S LIEN. CARRIER shall not have any right, title, interest, ownership, or claim in the goods tendered for transportation services by or for Shipper under this Agreement. CARRIER shall not

in any way encumber or otherwise impair Shipper's right to possession of any goods transported pursuant to this Agreement for any reason including the existence of any dispute as to prices or any alleged failure of general credit of BROKER and CARRIER hereby waives and releases all liens that CARRIER might otherwise have to any such goods in the possession or control of CARRIER or CARRIER's agents, including but not limited to those under 49 U.S.C. § 13707 and 49 U.S.C. § 80109.

5. MISCELLANEOUS:

A. INDEPENDENT CONTRACTOR: The relationship of the Parties to each other shall at all times be that of independent contractors. None of the terms of this Agreement, or any act or omission of either Party shall be construed for any purpose to express or imply a joint venture, partnership, principal/agent, fiduciary, or employer/employee relationship between the Parties. Each Party shall provide sole supervisions and shall have exclusive control over the actions and operations of its employees, and agents used to perform its services hereunder. Neither Party has any right to control, discipline or direct the performance of any employees, or agents of the other Party. Neither Party shall represent to any party that it is anything other than an independent contractor in its relationship to the other Party.

B. NON-EXCLUSIVE AGREEMENT: CARRIER and BROKER acknowledge and agree that this contract does not bind the respective Parties to exclusive services to each other. Either party may enter into similar agreements with other carriers, brokers, or freight forwarders.

C. WAIVER OF PROVISIONS:

(i) Failure of either Party to enforce a breach or waiver of any provision or term of this Agreement shall not be deemed to constitute a waiver of any subsequent failure or breach, and shall not affect or limit the right of either Party to thereafter enforce such a term or provision.

(ii) This Parties agree this is a contract entered into pursuant to 49 U.S.C. §14101(b), regardless of BROKER's status as a broker and not a shipper. To the extent that terms and conditions herein are inconsistent with Part B, Subtitle IV, of Title 49 U.S.C. (Parts §§ 13101 to 14916), the CARRIER expressly waives any or all rights and remedies they may have under the Act, provided, however, that nothing in this Agreement shall be construed as waiving any provision governing CARRIER's compliance with all statutory registration, insurance and/or safety fitness requirements relative to motor carriers, such as CARRIER. The fact that CARRIER may provide common carrier services as part of its overall operations, and maintain schedules, rules, rates and charges relative thereto, shall have no applicability to the contract relationship between the parties created hereunder. The terms of this Agreement shall apply to all BROKER loads hauled by CARRIER, regardless of whether received directly or indirectly from BROKER.

D. CHOICE OF LAW, VENUE, ARBITRATION: UNLESS PREEMPTED OR CONTROLLED BY FEDERAL TRANSPORTATION LAW AND REGULATIONS, THE LAWS OF THE STATE OF FLORIDA SHALL GOVERN ALL QUESTIONS, DISPUTES OR CLAIMS, WHETHER BASED IN TORT, STRICT LIABILITY, CONTRACT OR EQUITY, ARISING OUT OF OR RELATING DIRECTLY OR INDIRECTLY TO THIS AGREEMENT, THE PERFORMANCE OR BREACH HEREOF, OR TO THE INTERPRETATION, VALIDITY, ENFORCEMENT OR EFFECT OF THIS AGREEMENT, WITHOUT REGARD TO CHOICE OF LAW PRINCIPLES THEREOF. Except as provided in Paragraph 5(E) and (F), the Parties agree in the event of a dispute arising out of this Agreement, including but not limited to Federal or State statutory claims, the Party's sole recourse (except as provided below) shall be to arbitration. Proceedings shall be conducted under the rules of the Transportation ADR Council (ADR). Arbitration proceedings shall be started within eighteen (18) months from the date of delivery or scheduled date of delivery of the freight, whichever is later. The decision of the arbitrators shall be binding and final and the award of the arbitrator may be entered as judgment in any court of competent jurisdiction. The rationale and reasoning of the decision of arbitrator(s) shall be fully explained in a written opinion. The prevailing party shall be entitled to recovery of costs, expenses and reasonable attorney fees

as well as those incurred in any action for injunctive relief. Prevailing party attorneys' fees shall also be awarded in the event further legal action is taken to enforce the award of arbitrators. Arbitration proceedings shall be conducted in Tampa, Florida or such other place as mutually agreed upon in writing, or by conference call or video conferencing upon agreement of the Parties, or as directed by the acting arbitration association. The laws of the State of Florida shall control the arbitration proceedings notwithstanding applicable conflicts of laws rules. The arbitration provisions of this paragraph shall not apply to enforcement of the award of arbitration. CARRIER agrees that all claims must be brought in the party's individual capacity and not as a plaintiff or class member in any purported class, collective action, or representative proceeding, such right of CARRIER being expressly waived.

E. NO BACK SOLICITATION:

(i) CARRIER shall not knowingly solicit freight shipments (or accept shipments) during the term of this Agreement and for a period of 24 month(s) following termination of this Agreement for any reason, from any shipper, consignor, consignee, or other customer of BROKER, where (1) the availability of such traffic became known to CARRIER as a result of BROKER's efforts, or (2) the traffic was first tendered to CARRIER by BROKER, either directly or indirectly.

(ii) In the event of breach of this provision, BROKER shall be entitled, for a period of 12 months following delivery of the last shipment transported by CARRIER under this Agreement, to a commission of twenty-five percent (25%) of the gross transportation revenue (as evidenced by freight bills) received by CARRIER for the transportation of said freight as liquidated damages. Additionally, BROKER may seek injunctive relief and in the event it is successful, CARRIER shall be liable for all costs and expenses incurred by BROKER, including, but not limited to, reasonable attorney's fees and court costs.

F. CONFIDENTIALITY:

(i) In addition to Confidential Information protected by law, statutory or otherwise, the Parties agree that all of their financial information and that of their customers, including but not limited to freight and brokerage rates, amounts received for brokerage services, amounts of freight charges collected, freight volume requirements, as well as personal customer information, customer shipping or other logistics requirements shared or learned between the Parties and their customers, shall be treated as Confidential, and shall not be disclosed or used for any reason without prior written consent.

(ii) In the event of violation of this Confidentiality paragraph, the Parties agree that the remedy at law, including monetary damages, may be inadequate and that the Parties shall be entitled, in addition to any other remedy they may have, to an injunction restraining the violating Party from further violation of this Agreement in which case the prevailing Party shall be liable for all costs and expenses incurred, including but not limited to reasonable attorney's fees.

G. DEFAULT: In the event either party files a voluntary petition in bankruptcy court, or makes an assignment for benefit of creditors, or is voluntarily or involuntarily adjudicated bankrupt, or has a receiver appointed for its business, becomes insolvent, or defaults in compliance with one or more provisions of this Agreement, the other Party may elect to immediately terminate this Agreement.

H. MODIFICATION OF AGREEMENT: This Agreement may not be amended, except by mutual written agreement between the Parties.

i. CARRIER's modification of any provision of this Agreement, whether by email, text message, or otherwise, shall not be effective.

ii. Additionally, the provisions of this Agreement shall be deemed to supersede and shall prevail over any conflicting terms set forth in any document issued by CARRIER whether any such document was prepared prior to, contemporaneously with or after execution of this Agreement.

I. NOTICES:

(i) All notices provided or required by this Agreement, shall be made in writing and delivered, return receipt requested, to the addresses shown herein with postage prepaid; or by confirmed (electronically acknowledged on paper) fax, or by email with electronic receipt.

(ii) The Parties shall promptly notify each other of any claim that is asserted against either of them by anyone arising out of the Parties' performance of this Agreement.

(iii) Notices sent as required hereunder, to the addresses shown in this Agreement shall be deemed sent to the correct address, unless the Parties are notified in writing of any changes in address.

J. CONTRACT TERM: The term of this Agreement shall be one year from the date hereof and thereafter it shall automatically be renewed for successive one (1) year periods, unless terminated, upon thirty (30) day's prior written notice, with or without cause, by either Party at any time, including the initial term. In the event of termination of this Agreement for any reason, the Parties shall be obligated to complete performance of any work in progress in accordance with the terms of this Agreement.

K. SEVERANCE: SURVIVAL: In the event any of the terms of this Agreement are determined to be invalid or unenforceable, no other terms shall be affected and the unaffected terms shall remain valid and enforceable as written. The representations, rights and obligations of the parties hereunder shall survive termination of this Agreement for any reason.

L. COUNTERPARTS: This Agreement may be executed in any number of counterparts each of which shall be deemed to be a duplicate original hereof.

M. REPRESENTATION OF AUTHORITY: Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

N. FORCE MAJEURE. In the event that either Party is prevented from performing its obligations under this Agreement because of an occurrence beyond its control and arising without its fault or negligence, including without limitation, war, riots, rebellion, acts of God, acts of lawful authorities, fire, strikes, lockouts or other labor disputes, such failures to perform shall be excused for the duration of such occurrence. Economic hardships, including, but not limited to, recession and depression, shall not constitute Force Majeure events.

O. LIMITED POWER OF ATTORNEY. CARRIER, as Principal, hereby appoints, BROKER, as true and lawful attorney for CARRIER, with full authority to serve in its place and stead, for the following specific and limited purposes only: Giving and granting BROKER full power and authority to do and perform all and every act and thing whatsoever necessary to be done to secure coverage under the policies of insurance maintained by CARRIER pursuant to 3.F., including by not limited to reporting and processing claims direct with insurers. By signing this Agreement, CARRIER ratifies and confirms all that BROKER shall cause to be done to effectuate the intent of this authorization.

P. ENTIRE AGREEMENT: Unless otherwise agreed in writing, this Agreement contains the entire understanding of the Parties and supersedes all verbal or written prior agreements, arrangements, and understandings of the Parties relating to the subject matter stated herein, whether any such document was signed prior to or contemporaneously with the execution of this Agreement. The Parties further intend that

this Agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence may be introduced to reform this Agreement in any judicial or arbitration proceeding involving this Agreement. By performing this Agreement, the parties have agreed to its terms.

APPENDIX A **CALIFORNIA AIR RESOURCES BOARD NOTICE**

Effective January 1, 2013, the California Air Resources Board ("CARB") issued regulations governing the operation of Transport Refrigeration Units ("TRUs") on California Highways and Railways. TRUs are also referred to as reefers. The purpose of this regulation is to help enforce the CARB's Airborne Toxic Control Measure ("ATCM").

The regulations apply to all TRUs that are transported on California highways and railways. Motor carriers are required to dispatch only trucks and trailers equipped with TRUs that are compliant with CARB's TRU ATCM in-use performance standards. Drivers are prohibited from operating non-compliant TRUs. A TRU that is operational (e.g. capable of being operated) shall be considered to operate if it is in the state of California.

California-based shippers and receivers are also required to use only trucks and trailers that are compliant with the CARB's TRU ATCM in-use performance standards. The regulations also require that the motor carrier and driver have other shipment information, including contact information about the business entity that hired them.

The State of California may assess penalties for violating the regulations.

In order to comply with the new regulations, the following requirements will apply to all BROKER shipments that involve use of TRU equipment for highway or railway transportation in the State of California. These requirements will apply to any shipment that is transported within the California, even if the motor carrier is not based in California or the shipment does not originate in California. These requirements will also apply to dry shipment hauled in a trailer equipped with a TRU.

1. All carriers performing services for BROKER that include the transportation of freight within the State of California in reefer-equipped trucks, tractor-trailers, shipping containers, or railcars are required to use only trucks and trailers that are equipped with a TRU that complies with CARB's TRU ATCM in-use performance standards.
2. As a carrier performing services for BROKER you are required to clearly show on the shipment bill of lading the CARB IDN for any TRU equipment. As a pre-condition of BROKER tendering a load of freight to Carrier, you will be required to make the following certification: Carrier certifies that any TRU equipment used to transport a load within the state of California will be in compliance with the in-use requirements of California's TRU regulations.
3. Any carrier that violates the requirements of the CARB's TRU regulations will be held responsible for any resulting fines and penalties (including those imposed on BROKER's customers), will be deducted from CARRIER's freight pay, and will not be hired or used by BROKER again until they can demonstrate that they are in full compliance with CARB's TRU ATCM in-use performance standards.
4. Carriers are responsible for ensuring that drivers have the following required information: driver's license; truck or tractor registration; trailer registration; and bill of lading or freight bill with origin or destination of freight being transported; shipper business name, street address, state, and ZIP code; receiver business name, street address, state, and ZIP code; and motor carrier business name and contact person's name and phone number that dispatched the driver.

5. CARB regulations require BROKER to provide the motor carrier with the name, address, and contact person and phone number of the BROKER personnel arranging for the shipment, all of which can be found on the rate confirmation sheet. The contact person whose name should be included on the rate confirmation sheet or freight bill when BROKER is arranging transport with the carrier will be provided by One Horn Transportation, Inc. at the time the shipment is arranged with CARRIER.

The motor carrier is responsible for providing this information to the dispatched driver and including it on the bill of lading or freight bill that will accompany the driver.

CARRIERS ARE NOT AUTHORIZED TO TRANSPORT A SHIPMENT FOR BROKER UNLESS THE CARRIER COMPLIES WITH THE REQUIREMENTS OF THE CARB REGULATIONS AND THIS NOTICE.

By performing work for One Horn Transportation, I acknowledge that I have read the forgoing CARB notice and I agree to comply with all requirements of the TRU ATCM In-Use Performance Standards.

APPENDIX B

SANITARY FOOD TRANSPORTATION COMPLIANCE

CARRIER agrees to the following terms and conditions when transporting refrigerated and frozen food shipments which may be subject to adulteration in transit. The term "Food Shipments" refers to food that will ultimately be consumed by humans or animals.

1. Carrier must comply with the laws and regulations governing the safe and secure transportation of Food Shipments, including those required by local, provincial, state and federal laws, regulations, ordinances and rules including, but not limited to, the Food Safety Modernization Act (21 U.S.C. § 2201, et. seq.) ("FSMA"), the Federal Food, Drug and Cosmetic Act (21 U.S.C. § 341, et seq.) ("FD&C Act"), the Sanitary Food Transportation Act (49 U.S.C. § 5701, et seq.), the U.S. Food and Drug Administration's Final Rule on the Sanitary Transportation of Human and Animal Food (21 C.F.R. § 1.900, et seq.) and all applicable U.S. Department of Agriculture and Food Safety and Inspection Service regulations (collectively, the "Food Safety Laws").
2. **Instructions.** Carrier shall comply with and is responsible for understanding BROKER's (as well as BROKER's customer's and/or vendor's) food handling instructions, which may be set forth in physical or electronic form as part of the load confirmation process. Carrier shall apply all written instructions to future shipments of the same type unless otherwise instructed by BROKER or BROKER's customer in writing.
3. **Temperature Verification.** Carrier shall verify the temperature of Food Shipments at origin where Carrier is not physically restricted or prevented from accessing the Food Shipment. Carrier shall write the recorded temperature on the shipping document used by the parties for pick-up, transport or delivery of goods (for example, the Bill of Lading). Carrier shall notify BROKER immediately if the temperature of the Food Shipment is not in accordance with BROKER or BROKER's customer's instructions.
4. **Temperature Settings.** Prior to loading Food Shipments, Carrier must ensure that the cold storage compartments are prepared for safely transporting the Food Shipments. Carrier must pre-cool each mechanically refrigerated cold storage compartment as specified in writing, and must set operating temperatures to ensure Food Shipments are at all times maintained at the set temperature point or within the temperature range specified in writing. Once the transportation operation is complete and upon request, Carrier must provide documentation that it maintained temperature conditions during the transportation operation consistent with the operating temperature specified by BROKER or BROKER's customer's instructions.
5. **Equipment.** Carrier represents and warrants that all Equipment (as defined in the Food Safety Laws herein) used in transporting Food Shipments, is in safe and sanitary condition and

appropriate for performance of the Services for Food Shipments, and that the Equipment is free from contamination, pest infestation, and evidence of prior cargo that could render the Food Shipments unsafe. If Carrier transports partial load shipments (also known as less-than-truckload, or LTL, shipments), Carrier shall conduct appropriate inspections and take necessary actions upon receiving the first shipment and each subsequent shipment to ensure that (a) the Equipment remains in safe and sanitary condition; (b) any Food Shipments will not be contaminated by any previously or subsequently loaded cargo; and (c) the temperature of any temperature-controlled Food Shipment will not be materially disrupted.

6. **Transportation Operations.** All transportation operations must be conducted under such conditions and controls necessary to prevent the food from becoming unsafe during transportation operations including, but not limited to: (a) taking effective measures such as segregation, isolation, or the use of packaging to protect food from contamination by raw foods and nonfood items in the same load; (b) taking effective measures such as segregation, isolation, or other protective measures, such as hand-washing, to protect food transported or food not completely enclosed by a container from contamination and cross-contact during transportation operations; and (c) shall maintain the integrity of the cargo seal.
7. **Qualified Inspection.** In the event a Food Shipment is suspected to be adulterated, Carrier shall immediately notify BROKER, shall note the extent of any damage, and shall thereafter maintain temperature of the Food Shipment while awaiting BROKER's direction for redelivery, inspection and salvage. BROKER shall have the right to select a qualified inspector and Food Shipments shall only be released out of the Carrier's care, custody and control as directed by BROKER. Carrier understands that adulterated shipments may be refused by BROKER, its vendor or customer upon their tender for delivery at destination, following inspection by USDA or other qualified personnel. Food Shipments that have been transported or offered for transport that are not in compliance with the written instructions received by Carrier will be considered adulterated within the meaning of the FD&C Act (21 U.S.C. 342(a)(2)(C)(ii)(4) and 342(i)).
8. **Record Keeping.** Carrier agrees to develop and implement written procedures subject to the records requirements of 21 C.F.R. § 1.912(b) for the safe transport of Food Shipments. Carrier agrees to maintain all documentation and records related to the transport of Food Shipments governed by this Agreement, including training records and any other written agreements assigning tasks in compliance with 21 C.F.R. § 1.912(c) and (d). Carrier acknowledges that Carrier must maintain such training records for a period of twelve (12) months beyond when the person identified in any such records stop performing the duties for which the training was provided, and further, that Carrier must retain all written agreements assigning tasks in compliance with FSMA for a period of 12 months beyond the termination of such agreement.
9. **Access to Records.** Immediately, or as soon as practicable, Carrier agrees to provide (a) documents that identify the previous cargo transported for equipment used to transport Food Shipments; (b) the most recent cleaning and intervening cleaning procedures for equipment used to transport Food Shipments; (c) maintenance procedures for equipment and terminals that Food Shipments were temporarily stored or where Food Shipments were cross-docked; (d) proof of training and appropriate training materials for each person under Carrier's supervision or control involved in transport of Food Shipments; and (e) evidence that the Food Shipments have not been adulterated, as defined by the Food Safety Laws, and have been transported under sanitary conditions to protect Food Shipments against temperature abuse or excessive fluctuations as well as any physical, chemical, or microbial contamination. Carrier shall make such records available upon request within twenty-four (24) hours of BROKER's request.

By performing work for One Horn Transportation, Carrier acknowledges that it has read the foregoing Appendix B and agrees to comply with all requirements contained herein.