



driving the road ahead

Broker-Carrier Agreement

This contract is made this ____ day of _____ 200_, between _____ (hereinafter referred to as "**CARRIER**") having Contract Authority under MC - _____ and Federal ID of _____, and United World Cargo Limited (hereinafter referred to as "**BROKER**") having Broker Authority under MC – 469443, whose principal office is at, # 201 221 West Esplanade Avenue North Vancouver, BC V7M 3J3.

1. **GENERAL.** The purpose of this agreement is to outline the arrangement between the two parties acting in their capacity as a provider of transportation services and a broker of transportation services respectively. Each individual shipment contracted between the two parties will be detailed in a Carrier Confirmation with attached Load Sheet to be provided by BROKER. Carrier Confirmations, therefore, are an integral part of this agreement.
2. **TERM.** This agreement is in effect as of the date first written above, and shall remain in effect for a period of one year from such date, and from year to year thereafter unless terminated in writing. Either party of this agreement can terminate this participation at any time upon not less than 30 days written notice to all other parties involved.
3. **BROKER REPRESENTATIONS.** BROKER is engaged in the business of providing freight brokerage services pursuant to Broker Authority granted by the Federal Motor Carrier Safety Association (FMCSA). BROKER is acting in its capacity as an agent only in tendering shipments from BROKER's customers to CARRIER. CARRIER acknowledges full responsibility for the safe and timely delivery of each shipment arranged between BROKER and CARRIER.

BROKER agrees to maintain all the necessary documents, bond, and insurance certificates required under the conditions of this authority and agrees to furnish upon CARRIER request a copy of these documents and certificates.

BROKER desires to avail itself of CARRIER's transportation services and tender shipments to CARRIER.

4. **CARRIER REPRESENTATIONS.** CARRIER is engaged in the business of providing transportation of property as a Motor Carrier pursuant to Motor Carrier Authority granted by the FMCSA. CARRIER represents and warrants that it is duly and legally qualified to provide the transportation services contemplated herein, and CARRIER agrees to comply with all federal, state/provincial and local laws regarding the provision of such services including all Transport Canada and United States DOT regulations. CARRIER further represents and warrants that it does not have a conditional or unsatisfactory safety rating issues from the US Department of Transportation, and further agrees to comply with all federal, state and local



driving the road ahead

laws regarding the provisions of the transportation services contemplated under this Agreement.

CARRIER reserves the right to refuse to transport any shipments for whatever reason it deems reasonable before agreeing to accept any shipment.

CARRIER desires to retain the services of BROKER to obtain goods and merchandise for transporting as offered by BROKER.

5. **OPERABLE EQUIPMENT.** CARRIER, at its sole cost and expense, shall furnish only equipment required for performing services hereunder and shall maintain all equipment in good repair and condition. CARRIER, at its sole cost and expense, shall employ for its services hereunder only competent and legally licensed personnel. CARRIER is responsible for the proper loading and securing of cargo.

CARRIER specifically agrees that all freight tendered to it by BROKER shall be transported on equipment operated only under the authority of CARRIER, and that CARRIER shall not in any manner sub-contract, broker, or in any other form including other modes of transportation, arrange for the freight to be transported by a third party without the prior written consent of BROKER.

6. **LIABILITY.** CARRIER shall be liable for loss, damage, or delay of any shipment, and may face possible monetary charges for shipments not delivering as scheduled, while in the possession or control of CARRIER.

CARRIER agrees to maintain, at its sole expense, all certificates and all necessary Cargo and Bodily Injury and Property Damage insurance as recommended or required by law and in any event the Cargo insurance amount must provide full coverage for the shipment. CARRIER agrees to furnish upon BROKER request a copy of these documents.

7. **INDEMNIFY.** CARRIER agrees to hold BROKER harmless from and indemnify BROKER from any liability resulting from the loss or damage, including all costs to defend, to any freight transported by CARRIER, and also agrees to hold BROKER harmless from bodily injury or property damage which may occur during the operations of CARRIER pursuant to this agreement including all costs to defend claims.

8. **RATES.** The rate and other charges that apply to each shipment transported under agreement between BROKER and CARRIER will be clearly stated on the Carrier Confirmation. Specific instructions for handling and delivering the shipment will be provided on the accompanying Load Sheet. CARRIER shall be paid the freight charges for the transportation service to be rendered pursuant to this at the rates set forth in BROKER's Carrier Confirmation upon successful delivery. BROKER shall send the Carrier Confirmation via facsimile or electronic mail before shipment of freight. CARRIER must immediately sign and send back via facsimile or electronic mail the Carrier Confirmation. Unless BROKER is immediately notified of any objections to the Carrier Confirmation, CARRIER shall be conclusively presumed to have agreed that the terms and conditions set forth on such are fully and correctly stated.



driving the road ahead

9. **PAYMENT.** CARRIER shall be paid the freight charges for the transportation service to be rendered pursuant to this at the rates set forth in BROKER's Carrier Confirmation upon successful delivery. Proof of which is identified in CARRIER's freight bill, bill of lading, clear delivery receipt and any other necessary billing documents enabling BROKER to ascertain that agreed service has been provided at the agreed upon charge.

CARRIER agrees that BROKER is the sole party responsible for payment of CARRIER's invoices and that, under no circumstances, will CARRIER seek payment from the shipper or consignee.

CARRIER shall not withhold any goods of BROKER's customers on account of any dispute as to prices or any alleged failure of general credit of BROKER and hereby waives and releases all liens that CARRIER might otherwise have to any goods of BROKER's customers in the possession or control of CARRIER.

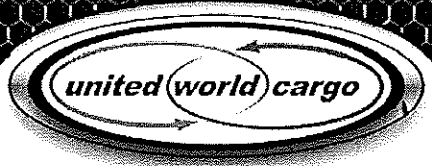
10. **CLAIMS.** It is the CARRIER's responsibility to observe both the collection and delivery of each shipment and note any issues with the shipment on the appropriate paperwork and immediately notify BROKER. Either party will notify the other party within 48 hours of delivery of any pending claims. BROKER further agrees to provide substantive evidence of any claims within 30 days of delivery. CARRIER is liable to BROKER for all economic loss, including consequential damages that are incurred by BROKER or BROKER's customers for any freight loss, damage or delay claim. BROKER retains the right to withhold payment to CARRIER until such time as any outstanding claims have been settled.

11. **NON-SOLICITATION.** CARRIER agrees not to solicit any traffic from any shipper, customer, consignee, or consignor that it comes in contact with as a result of BROKER's efforts. If CARRIER breaches this agreement and 'back-solicits' freight traffic from any of the above parties or their agents, then BROKER will be entitled, for a period of 12 months after the traffic commences, to a commission of 15% of the total transportation revenue received by CARRIER on the movement(s) of the traffic.

12. **CONFIDENTIALITY.** CARRIER and BROKER agree that the terms and provisions of this agreement, in addition to any and all other information concerning the business operations of customers and shippers, are confidential and that they will not reveal any of its contents or any information concerning the services performed within this contract without the written permission of any party involved with this contract or as may be required by law.

13. **SEVERABILITY.** Obligations of this agreement are separate and divisible and in the event that any clause is deemed unenforceable, the balance of the agreement shall continue in full force and effect.

14. **ENTIRE AGREEMENT.** This agreement along with the individual Carrier Confirmations constitute the full representation of all agreements made between the Parties and supersede all prior arrangements and understandings made between the Parties. Additions and changes to the contents of this Agreement shall be binding only if laid down in writing in a document bearing a date and signed by both Parties.



driving the road ahead

15. **GOVERNING LAW.** This agreement shall be governed by the laws of the Province of British Columbia, Canada.

United World Cargo Limited

_____ CARRIER

By: _____ By: _____

Title: VP-Sales & Marketing Title: _____

Date: October 30, 2009 Date: _____