
ACCEPTANCE OF LOAD TENDER ON THIS PLATFORM, CARRIER AGREES WITH, UNDERSTANDS AND WILL COMPLY TO THE FOLLOWING:

THIS BROKER-MOTOR CARRIER AGREEMENT (this “Agreement”) is made and entered into on the date set forth on the signature page hereto, by and between 673753 Ontario Ltd. doing business as Traffix (“BROKER”) and the motor carrier identified on the signature page hereto (“CARRIER”) (individually, a “PARTY” and collectively, the “PARTIES”).

- 1. TERM AND TERMINATION.** The Term of this Agreement shall be for one (1) year and shall automatically renew for successive one (1) year periods. Either PARTY may terminate this Agreement at any time for any reason.
- 2. CARRIER’S OPERATING AUTHORITY AND COMPLIANCE WITH LAW.** CARRIER represents and warrants that it is legally qualified in accordance with all applicable federal, state, local, and international (e.g., Canadian, Mexican) laws, statutes, regulations, rules, and ordinances (collectively, “Applicable Laws”) to provide, as a motor carrier, the inter-state, intra-state, inter-provincial, intra-provincial, cross-border and international transportation services (“Services” or “Shipments”) contemplated by this Agreement. CARRIER agrees to comply with any and all Applicable Laws in the performance of its Services under this Agreement, including applicable laws and regulations, relating to the transportation of food grade products and air quality and environmental standards. CARRIER further represents and warrants that it does not have an unsatisfactory, conditional, or unfit safety rating issued by any regulatory authority with jurisdiction over CARRIER’s operations. In the event CARRIER receives or is notified it may receive an unsatisfactory, unfit or conditional safety rating, fails to maintain insurance required hereunder, is notified such insurance may become ineffective, or is otherwise prohibited by Applicable Laws from performing Services hereunder, CARRIER shall immediately notify BROKER and shall not transport any loads or goods tendered to CARRIER until such prohibition on operations is removed.
- 3. PROPERTY BROKER REPRESENTATIONS.** BROKER (1) confirms that it has entered into this Agreement as a property broker, and (2) acknowledges and agrees that BROKER is in the business of identifying and hiring motor carriers, such as CARRIER, authorized to transport the freight of BROKER’s customers (“SHIPPERS”).
- 4. PERFORMANCE OF SERVICES.** CARRIER shall be solely responsible for controlling the method, manner, and means of accomplishing CARRIER’s Services. For purposes of this Agreement, “driver” shall mean those CARRIER employees, contractors, owner-operators under contract with CARRIER, employees of such owner-operators, or any other service providers of CARRIER assigned to operate motor vehicles providing transportation on behalf of CARRIER (singularly, “Driver,” collectively, “Drivers”). CARRIER and its Drivers are responsible for ensuring that Shipments are transported in a timely manner, are not damaged in transit, and determining the appropriate route for transportation. Any navigational directions that BROKER offers to CARRIER or its Drivers are offered as a convenience only, and CARRIER and its Drivers shall have no obligation to follow such navigational directions. If the CARRIER elects to provide access to the BROKER’s mobile application or other

electronic platform to its Drivers, any directions, instructions or other information provided through the BROKER's mobile application or other electronic platform are provided by the CARRIER to the Driver. CARRIER, on behalf of itself and its Drivers, agrees to grant BROKER permission to track the location of Drivers (including by tracking location of Drivers' devices) and of CARRIER'S equipment and to share such location information with third parties, including SHIPPER. All Shipments BROKER provides CARRIER for transportation under this Agreement shall move pursuant to CARRIER's operating authority even if the Drivers assigned the Shipments have their own separate operating authorities. CARRIER shall transport all Shipments provided under this Agreement without unreasonable delay and shall immediately communicate to BROKER all occurrences that may cause delay in transit. This Agreement does not grant CARRIER an exclusive right to perform any Services for BROKER or SHIPPER. CARRIER shall execute any necessary Uniform Intermodal Interchange and Facilities Access Agreement (UIIA) and SHIPPER-specific UIIA addendum.

5. RECEIPTS AND BILLS OF LADING. Each Shipment transported pursuant to this Agreement shall be evidenced by a bill of lading that complies with 49 C.F.R. § 373.101 and that names CARRIER as the transporting motor carrier and Carrier shall issue a receipt or bill of lading for property tendered for transportation containing the following information:

- (a) Names of consignor and consignee.
- (b) Origin and destination points.
- (c) Number of packages.
- (d) Description of freight.
- (e) Weight, volume, or measurement of freight (if applicable to the rating of the freight).

The carrier shall keep a record of this information. Except for information required under 49 C.F.R. § 373.101 which is set out above, and in Rate Confirmations (as defined in Section 7, below), in no event will any party's tariff, terms and conditions, service guide, credit application, bill of lading or similar shipping document apply to the Services provided under this Agreement. The fact that BROKER is named as a "carrier" upon any applicable bill of lading shall not affect its status as a property broker. Upon delivery of each Shipment, CARRIER shall obtain a receipt showing the kind and quantity of product delivered to the consignee, and CARRIER shall cause the consignee to sign such receipt. The bill of lading is intended to act as a receipt only. CARRIER shall notify BROKER immediately of any exception made on the bill of lading or delivery receipt.

6. CARRIER'S OPERATIONS.

(a) CARRIER shall be responsible for the acts and omissions of each of its employees, agents, representatives, contractors, subcontractors and other service providers (including its Drivers, collectively, "CARRIER Personnel") and shall utilize only competent and able personnel who are legally licensed in accordance with all Applicable Laws to perform the Services under this Agreement. Notwithstanding any communications or other information transmitted to or from a Driver on any BROKER mobile application or other electronic service, CARRIER shall have full control of its CARRIER Personnel used in the provision of motor carrier services under this Agreement and CARRIER shall be responsible for the acts and omissions of each of its CARRIER Personnel. CARRIER shall be solely responsible for ensuring, and will ensure, at CARRIER's cost and expense, that such CARRIER Personnel are fully qualified to

perform Services hereunder. CARRIER shall also ensure that any Driver providing Services have sufficient hours available to complete scheduled deliveries in accordance with, and without violation of, applicable hours-of-service regulations, and complies with applicable drug and alcohol testing rules and regulations, and safety and security requirements. CARRIER shall be solely responsible for determining whether scheduled Services can be completed without violation of Applicable Laws.

(b) CARRIER shall perform all Services, including any Shipments accepted by CARRIER or CARRIER Personnel through BROKER's Electronic Platforms (as defined below), under this Agreement as an independent contractor and assumes complete responsibility for all provincial, state and federal taxes, assessments, insurance (including, but not limited to, workers' compensation, unemployment compensation, disability, pension, and social security insurance) and any other financial obligations to CARRIER Personnel, including payment and compensation due to its Drivers, arising out of the Services performed under this Agreement. BROKER and SHIPPER are not CARRIER's agents. This Agreement does not create a joint venture, franchise, joint enterprise or partnership between BROKER, SHIPPER and/or CARRIER. CARRIER shall furnish all equipment necessary or required for the performance of its obligations under this Agreement (the "Equipment"). CARRIER shall maintain all Equipment in good repair and clean, working condition, in full compliance with Applicable Laws, and free of contamination and infestation. CARRIER warrants and represents that its trailers have not been and shall not be used to haul municipal, residual, industrial, chemical, liquid or solid waste. For all Shipments requiring refrigeration, CARRIER shall be solely responsible for maintaining proper temperature control in accordance with temperature requirements provided to CARRIER by SHIPPER or BROKER.

7. RATES & PAYMENTS.

(a) CARRIER will invoice and BROKER will pay to CARRIER, and not any Driver, the rates and charges set forth in an Electronic Rate Confirmation (as defined below) or in a rate confirmation provided by Broker to CARRIER electronically or otherwise (collectively, "Rate Confirmation"). CARRIER hereby agrees that any Shipment that is accepted by any of its CARRIER Personnel on any of BROKER's electronic platforms (including any of BROKER's mobile applications, websites or other electronic platforms including emails, collectively "BROKER's Electronic Platforms") is and shall be a Shipment and transportation Service of CARRIER that is subject in all respects to this Agreement at the rates and charges indicated on BROKER's Electronic Platform. Each such electronic acceptance of a Shipment on any of BROKER's Electronic Platforms will constitute an agreement between the PARTIES regarding the rates and charges of an applicable Shipment payable to CARRIER and have full force and effect under this Agreement (an "Electronic Rate Confirmation"). In the event CARRIER elects to designate to BROKER certain CARRIER Personnel who are authorized to accept Shipments on behalf of CARRIER on any of BROKER's Electronic Platforms under this Agreement, (i) CARRIER agrees to notify BROKER, electronically or as BROKER otherwise specifies, immediately of any changes to (including removals from) the CARRIER Personnel so designated and agrees that BROKER may rely upon such designated CARRIER Personnel whenever such CARRIER Personnel accepts a Shipment made available to CARRIER on any of BROKER's Electronic Platforms and (ii) CARRIER is solely responsible for its failure to accurately and timely notify BROKER of any such changes to (including removals from) the designated CARRIER Personnel.

(b) As a condition to payment, CARRIER shall provide BROKER with a legible copy of the bill of lading or other proof of delivery. Within five (5) business days of

BROKER's request, CARRIER shall provide BROKER with such documents. BROKER will pay CARRIER's invoice upon BROKER's receipt of such invoice and bill of lading or other proof of delivery. CARRIER shall accept all freight charge payments from BROKER via bank wire transfer (ACH).

(c) CARRIER agrees BROKER has the exclusive right to handle all billing of freight charges to the SHIPPER for the transportation Services provided pursuant to this Agreement, and BROKER is solely responsible for paying CARRIER freight charges. CARRIER agrees to waive any and all claims CARRIER may have against the SHIPPER, consignor, consignee, or third-party payer related to payment of CARRIER freight charges; including any legislated requirement to hold CARRIER funds in trust provided; however, CARRIER may seek payment from SHIPPER of undisputed freight charges BROKER fails to pay within sixty (60) days of receiving CARRIER's invoice and supporting shipping documents.

(d) CARRIER shall submit all freight bills within 90 days of delivery of goods as set out in Rate Confirmation or waive its right to payment for Services rendered with respect to such late submitted invoices. Claims for undercharges and overcharges must be brought within 180 days of BROKER's receipt of the original invoice giving rise to such undercharge or overcharge claim **and a civil action proceeding must be filed within eighteen (18) months of delivery or tender of delivery of the shipments involved.**

(e) CARRIER shall not be required to waive and release any liens of any nature that CARRIER might otherwise have to any goods of SHIPPER in the care, custody or control of CARRIER unless SHIPPER requires CARRIER and/or its Drivers to waive such liens in its shipper-broker agreement with BROKER or otherwise.

8. FREIGHT LOSS, DAMAGE OR DELAY. CARRIER assumes the liability of a motor carrier under the Carmack Amendment as currently codified at 49 U.S.C. § 14706 for loss, delay, damage to or destruction of goods or property tendered to CARRIER pursuant to this Agreement from the time the Shipment is tendered to CARRIER until delivery which means the liability imposed under this section is for the actual loss or injury, up to the carrier's insurance limits, to the property caused by (A) the receiving carrier, (B) the delivering carrier, or (C) another carrier over whose line or route the property is transported in the Canada or from a place in Canada to a place in an adjacent foreign country when transported under a through bill of lading. Failure to issue a receipt or bill of lading does not affect the liability of a carrier. A delivering carrier is deemed to be the carrier performing the line-haul transportation nearest the destination but does not include a carrier providing only a switching service at the destination.

(a) CARRIER shall be liable for the full invoice value of the cargo lost, damaged, delayed, or destroyed, but shall not be liable for any related costs or fees, including consequential or incidental damages, unless SHIPPER requires CARRIER to be liable for such related costs or fees in its shipper-broker agreement with BROKER or otherwise. CARRIER shall have the right to salvage goods or a right to claim an offset for the value of salvage with BROKER's prior written consent, which shall not be withheld if SHIPPER allows salvage of goods or an offset for salvage value. In the event of an accident, CARRIER shall be responsible for securement, cleanup and disposal of cargo as directed by SHIPPER.

(b) Processing of claims for freight loss, damage or delay shall be governed by the provisions of 49 C.F.R. Part 370, or except as limited by the provisions of this Agreement. CARRIER shall pay, decline or make a firm compromise of settlement within sixty (60) days after receipt of a claim. CARRIER and BROKER shall cooperate with each

other and with SHIPPER in investigating any claim for cargo loss, damage, delay, or destruction.

(c) SHIPPER shall be a third party beneficiary of this Section 8 and shall be entitled to enforce the obligations in this Section 8 against CARRIER.

9. INSURANCE. CARRIER shall procure and maintain, at its sole cost and expense, the following insurance coverages:

(a) Automobile Liability (“AL”) covering all owned, non-owned, and hired vehicles (including any trailers provided by BROKER, SHIPPER or any other party) insuring CARRIER in an amount which shall be not less than \$1,000,000 (U.S. Dollars or the equivalent in Canadian dollars to equal this amount), per occurrence for bodily injury or property damage, or such larger amount as required by Applicable Laws.

(b) Commercial General Liability (“CGL”) Insurance covering the transportation of Shipments and other operations under this Agreement in an amount not less than \$1,000,000 (U.S. Dollars or the equivalent in Canadian dollars to equal this amount) per occurrence. Such insurance shall also cover CARRIER’s contractual liability under this Agreement.

(c) All-Risk Broad Form Motor Truck Cargo Legal Liability (“Cargo”) insurance in an amount which shall be the greater of \$100,000 (U.S. Dollars or the equivalent in Canadian dollars to equal this amount) or the declared excess value of the cargo that is being carried, which shall be agreed upon in writing between the BROKER and the CARRIER, per occurrence. The coverage provided under the policy shall have no exclusions or restrictions that would foreseeably preclude coverage relating to cargo claims, including, but not limited to, exclusions for unattended or unattached trailers, theft, commodities transported under this Agreement, refrigerator breakdown or lack of refrigerator fuel.

(d) Statutory Workers’ Compensation Insurance coverage in such amounts and in such form as required by applicable state or provincial laws and Employer’s Liability insurance with limits of liability not less than \$1,000,000 per person/per accident/per occupational disease.

(e) All insurance policies required by this Agreement shall, as applicable, be primary and shall waive subrogation and contribution against BROKER and SHIPPER. CARRIER represents and warrants that there are no exclusions or limitations under any such policies that would prevent coverage for any liability assumed by CARRIER under this Agreement. CARRIER shall furnish to BROKER written certificates obtained from the insurance carrier showing that such insurance has been procured, is properly maintained, and indicating the expiration date. CARRIER shall provide BROKER written notice of cancellation or material modification of the policies at least thirty (30) days prior to such cancellation or modification. In addition, BROKER and SHIPPER shall be named, included or added as additional insured on CARRIER’s CGL and AL policies and SHIPPER as loss payees on the Cargo policy as evidenced by an endorsement on the certificates of insurance. Upon request of BROKER, CARRIER shall provide BROKER with copies of the applicable insurance policies. All insurance policies required to be maintained under this Agreement shall be procured from insurance companies rated at least A-VII or better by AM Best where applicable.

INDEMNITY. CARRIER shall defend, pay, reimburse, indemnify, and hold BROKER, its SHIPPER, consignor and consignee and each of their respective affiliated entities and their respective directors, officers, employees, agents and representatives harmless from and against all loss, liability, damage, claim, fine, cost or expense, including reasonable attorney/lawyer's fees, arising out of or in any way related to the performance or breach of this Agreement by CARRIER, its CARRIER Personnel and/or any other service providers performing services for CARRIER (collectively, the "Claims"), including, but not limited to, Claims for or related to personal injury (including death), property damage, payments to Drivers and CARRIER's possession, use, maintenance, custody or operation of the Equipment; provided, however, that CARRIER's indemnification and hold harmless obligations under this paragraph will not apply to the extent that any Claim is caused by the negligence or intentional wrongful conduct of the party to be defended, indemnified, or held harmless. SHIPPER, consignor and consignee and their respective affiliated entities and their respective directors, officers, employees, agents and representatives shall each be a third party beneficiary of and shall be entitled to enforce liability obligations against CARRIER under this Section 10 of the Agreement.

- 10. CONFIDENTIALITY AND NON-SOLICITATION.** CARRIER shall provide records of all Shipments transported under this Agreement, including original proof of delivery, to BROKER upon request, regardless of whether this Agreement remains in effect at the time of such request. Neither PARTY may disclose the terms of this Agreement to a third party without the written consent of the other PARTY except (1) as required by law or regulation; (2) disclosure is made to its accountants, tax advisors, attorneys/lawyers, or any parent, subsidiary or affiliate company; or (3) to facilitate rating or auditing of transportation charges by an authorized agent and such agent agrees to keep the terms of the Agreement confidential. During the term of this Agreement and for a period of six (6) months after termination of this Agreement, CARRIER will not accept freight from any SHIPPER when: (1) the availability of such freight first became known to CARRIER as a result of BROKER's efforts or (2) the traffic of the SHIPPER was first tendered to CARRIER by BROKER. The obligations in the prior sentence shall not prevent CARRIER from participating in and accepting awards through a formal bid process. BROKER shall not use CARRIER's name or identity in any advertising or promotional communications without written confirmation of CARRIER's consent. CARRIER shall not use BROKER's or the SHIPPER's name or identity in any advertising or promotional communications without written confirmation of BROKER consent. During the term of this Agreement and for a period of six (6) months after termination of this Agreement, CARRIER will not solicit nor hire any employees of the BROKER.
- 11. SUB-CONTRACT PROHIBITION.** CARRIER specifically agrees that all freight BROKER tenders it 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 violates the above prohibition, in addition to any other rights and remedies available to BROKER, BROKER may, in its sole discretion, pay the underlying third-party carrier directly, and such payment will relieve BROKER of any and all payment or trust obligations to CARRIER with respect to such load.
- 12. MISCELLANEOUS.** CARRIER may not assign or transfer this Agreement in whole or in part absent the prior written consent of BROKER. This Agreement shall be binding upon and inure to the benefit of the PARTIES. In the event the operation of any portion of this Agreement results in a violation of any Applicable Laws, the PARTIES agree that such portion shall be severable and the remaining provisions of this Agreement shall continue in

full force and effect. CARRIER and BROKER expressly waive any and all rights and remedies allowed under Applicable Laws, including those granted under 49 U.S.C. § 14101 and the Ontario *Highway Traffic Act* and Regulations, to the extent such rights and remedies conflict with this Agreement. Failure of BROKER to insist upon CARRIER's performance under this Agreement or to exercise any right or privilege arising hereunder shall not be a waiver of any BROKER's rights or privileges herein. 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.

- 13. NOTICE.** All notices or other communications required or permitted by this Agreement shall be effective upon receipt; shall be in writing; and shall be personally delivered, or mailed by registered or certified mail, return receipt requested, or sent by an overnight delivery service that provides proof of delivery.

- 14. APPLICABLE LAW AND VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario without regard to its choice or conflict of law provisions. CARRIER hereby consents to exclusive jurisdiction of the Ontario (Superior Court of Justice).