

Umbrella Brokerage Corp

BROKER CARRIER AGREEMENT

This Agreement shall govern the services provided by the carrier-

_____, a licensed and authorized motor carrier pursuant to USDOT# _____ & MC# _____ (hereinafter referred to as "Carrier") and Umbrella Brokerage Corp (hereinafter referred to as "Broker"), a licensed property broker pursuant to MC-1459344-B. 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 as an independent contractor and will not for any purpose be the agent of Broker. 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 shall indemnify, defend and hold Broker harmless therefrom. 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. Carrier agrees that it is solely responsible for all management, governing, discipline, direction and control of its employees, owner/operators and equipment with respect to operating in compliance all applicable federal, state and local laws and regulations to ensure safe operation of Carrier's vehicles, drivers and facilities.

1.2 No Right to Assert Lien or Delay Release of Cargo or Equipment. Carrier will not assert and hereby waives any lien on any cargo or equipment obtained by Carrier for the purpose of transporting in the normal course of business between Broker and Carrier and will not make and hereby waives any claim on cargo or equipment, and no lien will attach to any cargo or equipment, for failure of Broker or any other third party to pay Carrier for charges due to Carrier. If, notwithstanding this waiver, Carrier, its successor, assignee, anyone purporting to act on its behalf, or any third-party to which Carrier tenders cargo hereunder should attempt to assert any such lien or to delay any shipment due to a payment dispute or otherwise, Carrier will reimburse Broker for any costs incurred by Broker or its customer, including reasonable attorneys' fees, in obtaining release of the lien and/or the delayed shipment. 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.

1.3 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, re-broker, co-broker, assign, transfer 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, among other remedies, 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.

1.4 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. Carrier represents that it does not have an "Unsatisfactory" safety rating issued by the Federal Motor Carrier Safety Administration (FMCSA) or the US Department of Transportation (DOT). 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 is, and during the term of this Agreement, will fully comply with all 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 contracted by Broker pursuant to carrier load or Booking confirmation sheet(s) included herewith or subsequently incorporated by reference.

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, irrespective of any payment from any customer of Broker. 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, that, under no circumstance, will Carrier seek payment from other parties, including, without limitation, any customer of Broker, or any shipper or consignee. Carrier hereby waives any right under common law, contract, applicable law or regulation or otherwise to seek payment from any such other person, organization or entity or for Broker to maintain a trust account or be subject to any trust or fiduciary obligations in respect of any amounts owed to Carrier, and acknowledges that Broker will not maintain such a trust account, or otherwise hold funds received from any customer, shipper or receiver in a trust for Carrier's benefit.

4. Insurance. Carrier agrees to provide any insurance coverage 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 "B+" 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 customers 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 represents and warrants that it will continuously fulfill the requirements of this Section throughout the duration of this Agreement. Broker shall be notified in writing by Carrier's insurance company at least thirty (30) days prior to the cancellation, change or non-renewal of the submitted insurance policies. 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, 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 in route to the consignee, (ii) Commercial Automobile Liability insurance with a combined single limit of not less than US\$1,000,000 per occurrence and without aggregate limits, (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 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, 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.

5. Food Safety Protocols/Carrier Moving Perishables. Carrier warrants that all equipment provided for the transportation of food or food grade products complies with the requirements of the Food and Drug Administration's Food Safety Modernization Act (FSMA) Rule on the Sanitary Transportation of Human and Animal Food, and/or the extent that Carrier performs services hereunder within, to or from Canada, the Food and Drug Acts and any other applicable statutes and regulations. Carrier further warrants that all personnel transporting or handling freight subject to FSMA, and any rules or regulations promulgated thereunder, shall have, prior to service, received the training required by FSMA. Carrier warrants that it will strictly adhere to all provided shipper or consignee's protocols or requirements for transporting such shipments subject to FSMA. Carrier failure to so strictly adhere will permit the Broker to declare any freight transported on a shipment where such noncompliance occurred to be rejected and a total loss. Carrier warrants that none of the equipment used for food or food grade products has been or will be used for the transportation of any kind of waste, garbage, hazardous materials, poisons, pesticides, herbicides or any other commodity that might adulterate or contaminate food, food products, or cosmetics. 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. 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 warrants that to the extent that any shipments subject to this Agreement are transported within the State of California on refrigerated equipment, it shall only utilize equipment which is in full compliance with the California Air Resources Board Transport Refrigerated Unit Airborne Toxic Control Measure 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 due to Carrier's use of non-compliant equipment. The carrier must provide their cargo insurance carrier with all records that relate to a loss and permit copies and abstracts to be made from them upon request. The following rules shall apply: (a) Destination market value for lost or damaged cargo, no special or consequential damages unless by special agreement; (b) Claims will be filed with Carrier by Shipper; (c) claims notification procedures will be followed in accordance with procedure described in 49 C.F.R. 370.1-11.

6. Shipping Document Execution Bill of Lading and Invoice. Carrier is to be named as the "carrier of record."

7. INDEMNIFICATION. Carrier will indemnify, defend and hold harmless Broker, and its affiliates, employees, officers, directors, agents, principals and customers (the "Indemnified Parties") as intended third party beneficiaries from any and against all losses (as defined below) arising out of or in connection with Page 2 of 4 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 the Indemnified Parties and Carrier will continue to defend and indemnify the Indemnified Parties from such Losses. However, if a court or arbitrator determines or Broker agrees in writing that the negligence or willful misconduct of the Indemnified Party was the sole or contributing cause of the Loss, then Carrier will not be obligated to defend and indemnify the Indemnified Party to the extent (on a comparative basis) that the Indemnified Party's negligence or willful misconduct was determined or agreed to have caused or contributed to the Losses. It is the intent of the parties that this provision be construed to provide indemnification to the Indemnified Parties 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, actions, causes of action, claims, suits, demands, costs and expenses of any nature whatsoever, including reasonable attorneys' and paralegals' fees and other costs of defense, investigation and settlement, costs of containment, cleanup and remediation of spills, releases or other environmental contamination and costs of enforcement of indemnity obligations. Each of the Indemnified Parties is an intended third-party beneficiary of this Agreement and will have direct recourse against Carrier for cargo loss or damage and indemnification under this Agreement.

8. Loss and Damage Claims; Carrier's Cargo Liability. Carrier will comply with 49 C.F.R. 370.1- 11 et seq. and any amendments thereto and/or any other applicable regulations adopted by the Federal Motor Carrier Safety Administration, US Department of Transportation or any applicable state regulatory agency, for processing all loss and damage claims and salvage. Carrier agrees that food or food grade products that have been transported or offered for transport under conditions that are not in compliance with instructions provided 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). Carrier agrees that adulterated shipments may be refused by consignee or receiver, at destination without diminishing or affecting Carrier's liability in the event of a cargo claim. Carrier assumes full liability for the greater of replacement cost, 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 the Broker, immediately. Cargo that 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 seals that upon delivery, have broken, missing, tampered or mismatched seals shall be rejected and declared a total loss for which the Carrier is held responsible. Carrier shall either pay Broker directly or allow Broker to deduct from the amount Broker owes Carrier, the amount of 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 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 U.S.C Section 14706 et seq. 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 damaged goods and shall, at Broker's reasonable request and direction, promptly return or dispose, at Carrier's cost, any and all damaged goods shipped by Carrier. Carrier shall not under any circumstance allow 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 and salvaged, Carrier shall receive a credit for the actual salvage value of such goods received by Broker.

9. Governing Law; Consent to Jurisdiction and Integration; Conflict With other Agreements; Independent Contractor. This Contract will be construed, to the extent not preempted 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 defense 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 affected 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 written agreement signed by both parties hereto. All shipments accepted for transportation by Carrier will be governed solely by this Agreement and the carrier load or Booking confirmation sheet(s), and no provision of any other publication or agreement, such as any receipt, bill of lading, Carrier's tariffs or service guides, or the National Motor Freight Classification, will apply. Any bill of lading will serve only as a receipt for the goods (and not as a contract of carriage nor evidence of title) and be prima facie evidence of Carrier's receipt of the shipment in good order

and condition unless otherwise noted on the face of the Bill of lading. Any incorrect identification of Broker as a carrier under a bill of lading will not affect Broker's status as a property broker nor relieve Carrier of any of its obligations hereunder. A bill of lading may also contain instructions pertaining to the transportation of the goods covered by the bill of lading, and Carrier's issuance or acceptance of the bill of lading will constitute its agreement to follow such instructions. The relationship of Carrier to Broker will, at all times, be that of an independent contractor. None of the terms of this Agreement nor any act or omission of either party will be construed for any purpose to express or imply a joint venture, partnership, principal/agent, fiduciary, interline or employer/employee relationship between the parties.

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 24 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 notify Broker of such requirements before disclosure.

10.1 Non solicitation of Customers. During this Contract's term and for 36 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 Carrier or any Carrier Representative solicits a customer in violation of this Section, Carrier shall pay to Broker as a commission 30% of the total charges 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 thirty (30) 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.

Name of Authorized Carrier Representative: _____

Title of Authorized Carrier Representative: _____

Phone number of Authorized Carrier Representative: _____

Email of Authorized Carrier Representative: _____

Agreement Date: _____ I, _____, am the
Owner of _____.

I am authorized to execute the contract set out above dated _____.

Umbrella Brokerage Corp and _____

legally binding the company to the terms and conditions set forth therein. This electronic signature serves as an original and any electronic version and other signatures are incorporated as originals into the original document. This electronic signature shall have the same force and effect as an original source.

BY CLICKING THE ACCEPTANCE BUTTON, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE AGREEMENT AND AGREE TO THE ENTIRETY OF THE TERMS & CONDITIONS CONTAINED THEREIN. THIS AGREEMENT SHALL BE BINDING.

I UNDERSTAND AND ACKNOWLEDGE THAT _____
IS THE "CARRIER" AS THAT TERM IS USED IN THE AGREEMENT.

UMBRELLA BROKERAGE CORP

WORKERS COMPENSATION WAIVER/HOLD HARMLESS AGREEMENT

This form will serve as evidence that _____, as an individual or as a Company, agrees to HOLD HARMLESS Umbrella Brokerage Corp and its agents from liability if there should be a worker's compensation claim. I/We understand that Umbrella Brokerage Corp has requested copies of your Cargo and Automobile Liability Insurance and Umbrella Brokerage Corp assumes no responsibility for driver/worker injury. It is understood that we have adequate workers compensation coverage per the governing state's law in which our business operates.

Name of Authorized Carrier Representative: _____

Title of Authorized Carrier Representative: _____

US DOT Number _____

MC Number _____

Phone number of Authorized Carrier Representative: _____

Email: _____

Agreement Date: _____ I, _____, am the Owner for _____.

I am authorized to execute the contract set out above dated _____ between Umbrella Brokerage Corp and _____

legally binding the company to the terms and conditions set forth therein. This form signed serves as an original document. This electronic signature shall have the same force and effect as an original source.

BY CLICKING THE ACCEPTANCE BUTTON, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE AGREEMENT AND AGREE TO THE ENTIRETY OF THE TERMS & CONDITIONS CONTAINED THEREIN. THE AGREEMENT SHALL BE BINDING to broker carrier agreement. I UNDERSTAND AND ACKNOWLEDGE THAT _____ IS THE "CARRIER" AS THAT TERM IS USED IN THE AGREEMENT.

Umbrella Brokerage Corp

Outside Carrier / Sub-hauler for Umbrella Brokerage Corp.

We need to have a carrier file set up with your company. Below is what is needed to get this done.

- Subhauler agreement signed.
- Motor Carrier Permit or Operating Authority.
- Current W-9.
- Insurance Certificates naming Umbrella Brokerage Corp as the certificate holder.
- Liability insurance must be a minimum of \$1,000,000.
- Cargo insurance must be a minimum of \$100,000 to haul beer and \$250,000 for wine.
- Workers Comp insurance coverage must be a minimum of \$1,000,000 if you have more than one employee or driver, and sign waiver.
- Trailer Interchange agreement (if using shippers' trailers).
- \$40,000 trailer interchange insurance (if using shippers' trailers).
- Proof of Air Resources Board CARB compliance (certificate).

Thanks for your assistance in getting our required documentation completed.