**BROKER CARRIER AGREEMENT**

**This Broker Carrier Agreement** (the “Agreement”), is entered into on
this \_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_ by and
between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(hereinafter referred to as "**BROKER**”)
and

☐ MACA Trucking LLC

☐ MACA LOGISTICS INC

(hereinafter referred to as "**CARRIER**").

The Parties are entering into this Agreement for their mutual advantage and to allow CARRIER to receive and accept (or refuse) proposals to carry one or more freight shipments from any of the associated "Participating Brokers" executing this Agreement.

The word "BROKER" as used above refers to any legally registered entity that holds a property broker license or designation and is specified herein.

This Agreement may and may be relied on by CARRIER and each Participating BROKER to regulate their separate individual freight shipping transactions.

* 1. **BROKER** is an agency allowed by its customers to negotiate and arrange for interstate transportation of their cargo.
	2. **INDEPENDENT CONTRACTOR.** Carrier acknowledges and accepts that Carrier is an independent contractor of Broker and that Carrier has exclusive management and oversight over the work performed by Carrier in accordance with this Agreement and each Transportation Schedule. Carrier concedes to accept complete responsibility for the payment of all local, state, federal, and interprovincial payroll taxes, as well as contributions or taxes for unemployment insurance, worker's compensation insurance, pensions, and other social security or related protection with regard to the people engaged by Carrier for Carrier's effectiveness of the transportation and related services specified in a Transportation Schedule, and Carrier shall indemnify, defend, and hold Broker, and its customers innocent .Carrier shall furnish Broker with Carrier's Federal Tax ID number and a copy of Carrier's IRS Form W-9 prior to the commencement of any transportation or associated services for Broker under this Agreement.
	3. **CARRIER** will carry a series of interstate shipments negotiated by Broker in accordance with the carrier load confirmation agreement(s) submitted herewith or adopted by reference later.
	4. **CARRIER** commits not to recruit any of Broker's customers, either wholly or partly. Carrier undertakes to pay back a ten percent (10%) compensation on any traffic handled by clients originally referred to Carrier by Broker for a period of one (1) year subsequent to the cancellation of this Agreement as liquidated damages.
	5. **BROKER** should pay Carrier in an amount proportional to the prices and accessorial costs agreed upon on the load rate confirmation sheet or other signed writing for services delivered. As the shipper's agent, the carrier must produce shipping documents along with bills to the broker. Payment conditions are thirty (30) days after receipt.
	6. **CARRIER** accepts that BROKER is the exclusive party accountable for reimbursement of CARRIER's bills and that CARRIER will not seek payment from the shipper or consignee under any circumstances.
	7. **CARRIER** warranties to Broker (and the principals of its shippers) that it satisfies the following requirements:

(a) Carrier must preserve cargo insurance in the amount of not less than ($100,000) per shipment;

 (b) Carrier must preserve public liability insurance in the amount of not less than ($1,000,000) as required by federal regulation (BMC-91 on file);

(c) Carrier must maintain workers compensation insurance as required by state law; (d) Carrier must agree to provide certificates of insurance upon request; and

(e) Carrier must preserve adequate U.S. DOT safety ratings.

**4.2** All insurance coverage mandated by a government agency for the types of transportation and related services outlined in a Transportation Schedule. All insurance considered necessary by this Agreement or a Transportation Schedule should be authored by an insurance company with a Best's rating of "B+" or higher that is permitted to do business under the laws of the state(s) or province(s) in which Carrier provides transportation and services related under all Transportation Schedules. Carrier's coverage is essential and must respond and pay before any other available coverage. Carrier acknowledges that Carrier, Carrier's insurer(s), and anybody asserting by, through, or under Carrier will have no claim, right of action, or subrogation against Broker, its affiliates, or its Customer premised on any loss or liability covered under the aforesaid insurance. Carrier shall designate Broker as a certificate holder on each of the aforementioned insurance policies before the performing transportation and services related under this Agreement, and shall compel its insurance company to produce a certificate to Broker confirming the aforesaid coverage. Carrier represents and declares that it will satisfy the obligations of this Section on a continuous basis during the term of this Agreement. Carrier's insurance company must notify Broker in writing at least thirty (30) days prior to the termination, modification, or non-renewal of the submitted insurance policies.

1. **GOVERNING RULES.** The respective rules shall be applicable:

(a) The terms of the uniform straight bill of lading;

(b) Standard claims rules otherwise applicable to common carriers (49 C.F.R. Section 370 and carrier's rules tariffs);

(c) Cargo claims liability as set out in the Carmack Amendment (49 U.S.C. Section 14706); (d) Destination market value for lost or damaged cargo, no special or consequential damages unless by special agreement;

(e) Shipper will submit claims with Carrier; and

(f) Broker's customer is a third-party beneficiary of this Contract.

1. **INDEMNIFICATION.** CARRIER WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS BROKER, ITS ASSOCIATES, ITS CLIENTS AND ANY THIRD PARTY BENEFICIARIES FROM ANY AND ALL LOSSES RESULTING FROM OR IN ASSOCIATION WITH BOTH THE TRANSPORTATION SERVICES PROVIDED UNDER THIS CONTRACT, INCLUDING THE LOADING, CARRIER'S OBLIGATION TO INDEMNIFY AND DEFEND IS NOT AFFECTED BY BROKER'S, ITS AFFILIATES', OR CUSTOMERS' ALLEGED INCOMPETENCE OR DELIBERATE IMPROPRIETY. THE PARTIES INTEND THAT THIS PROVISION BE CONSTRUED TO PROVIDE INDEMNIFICATION TO THE BROKER, ITS AFFILIATES, AND CUSTOMERS TO THE FULLEST EXTENT POSSIBLE BY LAW. IF THIS PROVISION IS DETERMINED TO BE ARBITRARY AND CAPRICIOUS IN ANY WAY, THE PARTIES INTEND THAT IT BE ENFORCED TO ENABLE INDEMNIFICATION TO THE MAXIMUM EXTENT PERMISSIBLE.
2. **CARRIERS** must be identified as the Carrier of Record on the bill of lading. All freight costs must be paid by the broker as the third - party provider.
3. **DURATION AND TERMINATION OF THIS AGREEMENT.** This Agreement will be in effect for one year from the day it is signed. After then, it will automatically renew for subsequent one (1) year periods except cancelled at any time by either a Participating BROKER or CARRIER upon fifteen (15) days prior written notice, with or without cause.

In the event that this Agreement is terminated for any reason, the Participating BROKERS, if applicable, and CARRIER are bound to finish any work in progress in accordance with the provisions of this Agreement.

* + 1. In the case of any of the following occurrences, the BROKER may immediately cancel this Agreement:
1. CARRIER loses operating authority or becomes otherwise ineligible to execute its obligations under this Agreement;
2. CARRIER violates any covenant, duty, condition, or requirement imposed by this Agreement, and such violation persists for ten (10) days after written notification from BROKER to CARRIER;
3. CARRIER declares bankruptcy or is unable to pay its bills on schedule;
4. CARRIER fails to meet any performance metrics or selection criteria placed on it by the BROKER at any moment;
5. CARRIER fails to obtain and preserve any of the insurance coverages considered necessary by this Agreement; or
6. CARRIER uses the services of any brokers or subcontracts transportation of freight tendered by any BROKER hereunder to any third party motor carrier or other transportation provider, or uses a third party logistics provider, to perform its obligations under this Agreement without the Participating BROKER's prior written consent.
	* 1. CARRIER may promptly terminate this Agreement if the BROKER breaks any covenant, duty, condition, or requirement imposed by his Agreement and such violation persists for thirty (30) days following written notification from CARRIER.
7. **FORCE MAJEURE.** If either Party is unable to perform any obligation under this Agreement due to war, riots, rebellion, acts of God, acts of lawful authorities, fire, strikes, lockouts, or other labour disputes, such failures to perform (except for any payments due hereunder) shall be exempted for the period of such situation. Economic hardship(s), including but not limited to recession and depression, do not qualify as Force Majeure situations.

**10.1** Carrier accepts obligation as a common carrier for any and all loss, damage, or destruction of Customer's goods or property while in Carrier's care, custody, or control. Carrier should check each cargo when it is offered to Carrier to ensure that it is in good shape. If a cargo is offered to Carrier that is not in proper condition, Carrier must notify Broker promptly. Cargo that has been appointed to Carrier unharmed and issued by Carrier in a damaged condition, or that has been damaged or lost following the initial to such tender to Carrier, shall be definitively generally assumed to have been missed, compromised, or broken by Carrier unless Carrier can establish otherwise through proof beyond a reasonable doubt. Carrier must either pay Broker immediately or enable Broker to reduce Customer's complete actual loss, or the amount assessed by Broker, and Carrier to be Carrier's liability, from the amount Broker owes Carrier. Broker shall subtract the Customer's entire immediate damages from the amount Broker alternatively owes Carrier for any claims that are not addressed within ninety (90) days of the date of the claim from the money Broker otherwise owes Carrier. Carrier agrees to indemnify Broker for any payments made under this agreement.

* 1. **CLAIMS FOR SALVAGE.** Carrier shall disclaim any and all rights to salvage or resell any of Customer's damaged items and shall, at Broker's reasonable proposition and guidance, immediately restore or dispose of any and all of Customer's damaged and overage goods shipped by Carrier under a Transportation Schedule at Carrier's expense. Under no circumstances may Carrier permit Customer's items to be sold, made available for sale, and otherwise disposed of in any salvage markets, employee stores, or other secondary channels. Carrier must receive a credit for the actual salvage value of such items if damaged products are returned to Customer and recovered by Customer.
1. **NON-COMPETE.** The Broker also agrees and acknowledges that he/she/it must not:

i) Plan for, acquiring any financial interest or profit in, or publish any Confidential Information disclosed without express consent of the Carrier,

ii) Without a prior written consent of the Carrier, directly or indirectly engage in, assist or support (technically, creatively, etc.) (including, but not limited to, engaging in any employment, consulting or other business activity, or having direct or indirect control or ownership creating a conflict of interest with the Carrier), or have any interest in, or act as an agent or an advisor or consultant to any person, privately held corporation or business entity, which is or is about to become engaged in competing with the industry of the Carrier or the Carrier or its subsidiaries and/or affiliates anywhere in the world, including, without limitation taking any preparatory steps to become engaged or interested in any capacity whatsoever in a business or venture which is in or is intended to enter into competition with the Carrier.

iii) Carry out any other activities which are designed to or could be reasonably expected to interfere with the customers, business relationships and business operations of the Carrier or its affiliates.

1. **APPLICABLE LAW.** This written Agreement, together with any load confirmation, represents the parties' complete agreement and shall only be amended by signed writing agreement. In the United States and in the State of Florida state law, venue, and jurisdiction shall apply.
2. **SEVERABILITY.** If any part of this Agreement or any Transportation Schedule is deemed illegal, the rest of the Agreement or the Transportation Schedule shall continue in conformity with the provisions, with the objectionable term or condition omitted to the amount required to comply with any contradictory legislation.

**[Signatures on the next page]**

**IN WITNESS WHEREOF,** the Parties agree to be constrained by the signature verification of their duly authorized representatives and, by doing so, represent and warrant that they acknowledge and accept the terms of this BROKER-CARRIER AGREEMENT and have been or are explicitly permitted to start executing the BROKER-CARRIER AGREEMENT on behalf of the corporation they represent.

**BROKER**
**Authorized Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**CARRIER**

**Authorized Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**