

BROKER-CARRIER AGREEMENT

This Broker-Carrier Agreement ("Agreement") is entered into this ____ day of _____, 20____, by and between Best Dedicated Solutions, LLC., a Registered Property Broker, License No. MC-953762 ("BROKER"), with its principal place of business located at 702 North Deerpath Drive, Vernon Hills, Illinois 60061, and _____, a Registered Motor Carrier, Permit/Certificate No. MC-_____ USDOT Number _____ and FEIN Number _____ ("CARRIER"), with its principal place of business located at _____; collectively, the "Parties".

WHEREAS, Carrier represents and warrants that it is duly registered with FMCSA as a for-hire motor carrier of property in interstate and foreign commerce pursuant to 49 U.S.C. § 13902;

WHEREAS, Broker represents and warrants that it is duly registered with FMCSA as a property transportation broker pursuant to 49 U.S.C. § 13904. If such registration is no longer required in the future, Broker represents and warrants that it meets the definition of "broker" found at 49 U.S.C. §13102(2) and shall function accordingly;

WHEREAS, the transportation service provided by CARRIER, whether on regulated, unregulated, or intrastate traffic, is intended by the Parties to be a contract of carriage as defined in 49 U.S.C. § 13102(4) and § 14101(b);

WHEREAS, both BROKER and CARRIER enter into this Agreement pursuant to 49 U.S.C. § 14101 (b) for the purpose of providing and receiving specified services under specified rates and conditions, as further specified in this Agreement, and pursuant to which the Parties intend to waive certain rights and remedies permitted to be waived under the ICC Termination Act of 1995 ("ICCTA"), and, to the fullest extent possible, unless otherwise stated herein, have all of their dealings governed by 49 U.S.C. §14706, known as the Carmack Amendment, which is specifically NOT waived, and all rules and regulations promulgated in connection therewith;

WHEREAS, The Parties agree that 49 U.S.C. §14706 shall apply to all shipments transported by CARRIER, and as further specified herein, including those having an origin or destination in a country other than the United States.

NOW THEREFORE, for and in consideration of the mutual covenants and undertakings herein, and subject to the terms and conditions hereinafter set forth, the Parties hereto warrant, covenant and agree as follows:

1. CARRIER SERVICES AND SCOPE OF WORK. In addition to its other covenants and responsibilities contained herein, CARRIER covenants and agrees as follows.

1.1 CARRIER agrees to transport freight tendered to it by BROKER, in one or more shipments, and CARRIER hereby agrees to pick up, transport, deliver and provide all such services as BROKER shall request on all freight tendered by BROKER to the extent of its ability to do so

(the "Services"). CARRIER specifically warrants and agrees that all freight tendered to it by BROKER pursuant to this Agreement shall only be transported by CARRIER on, in, or with equipment owned by CARRIER or leased to CARRIER under a lease having a duration of more than thirty (30) days and operated under CARRIER'S operating authorities. To the extent that CARRIER uses the services of "owner/operators" in the course of conducting its regular operations, CARRIER shall ensure that any load tendered to it by BROKER on behalf of BROKER'S customers, if assigned to an owner/operator by CARRIER, shall be transported by said owner/operator pursuant to a valid services contract between CARRIER and said owner/operator and shall be transported under CARRIER'S operating authority, control, and covered by all of CARRIER'S applicable insurance coverages specified in this Agreement. Violation of this article shall be considered a material breach of this Agreement and CARRIER shall not be released from any liability to BROKER under this Agreement, including but not limited to, liability for consequential, special, indirect or incidental damages.

1.2 CARRIER shall not, in any manner, broker, re-broker, sub-broker, co-broker, sub-contract, assign, tender or interline to any third party for transportation any freight tendered to CARRIER by BROKER pursuant to this Agreement. BROKER may verify with shipper and/or consignee the name and Permit/Certificate Number of the truck that picks up and delivers any shipment accepted by CARRIER hereunder. Without limiting the foregoing, the CARRIER shall ensure that such name and Permit/Certificate Number are set forth in the bill of lading relating to such shipment. If CARRIER breaches this provision, BROKER shall have the right, but not the obligation, of paying the monies it owes CARRIER directly to the delivering carrier, in lieu of payment to CARRIER. If BROKER elects to make payment to the delivering carrier, CARRIER shall not be released from any liability to BROKER under this Agreement, including but not limited to, liability for consequential, special, indirect or incidental damages. As between BROKER and CARRIER, all costs of rendering the Services (including compensation of subcontractors as well as payment of all taxes or other governmental assessments imposed on CARRIER) shall be borne solely and exclusively by CARRIER. Violation of this article shall be considered a material breach of this Agreement. In addition to other remedies conferred by this Agreement, any violation of this article shall act as an absolute bar to CARRIER'S right to collect any payment for any shipment handled in a manner which violates this article.

1.3. CARRIER agrees to properly and efficiently transport and deliver all shipments hereunder. All such shipments shall be delivered pursuant to the terms herein and those set forth in the applicable Load Confirmation Sheet and/or Bill of Lading. CARRIER agrees that Time is of the Essence of all shipments tendered by BROKER to CARRIER hereunder. BROKER and CARRIER both agree and recognize that time is of the essence of this Agreement and that due to varying geographical origins and destinations together with the need for expeditious transportation, both Parties will commence performance under this Agreement immediately following the oral tender of a shipment to CARRIER by BROKER.

1.4. CARRIER shall perform all services under this Agreement as a motor contract carrier. No tariffs published or adopted by or on behalf of CARRIER shall apply to the services provided by CARRIER under this Agreement. It is also agreed that any tariffs which may be incorporated by reference in a Bill of Lading without BROKER'S prior, written consent are null and void.

1.5. CARRIER agrees that BROKER has the right, but not the obligation, to direct the manner of transportation of any shipments, only for the sole, limited purpose of compliance with any specific customer requirements or instructions, as may be listed on a Bill of Lading or other shipping documents and, if necessary, to comply with any applicable State and/or Federal laws. CARRIER specifically acknowledges and agrees that all shipment handling requirements and instructions are those of BROKER'S Customers and that CARRIER will comply with all such requirements. Failure by CARRIER to follow and comply with specific BROKER instructions and/or shipping requirements shall constitute an affirmative breach of this Agreement.

1.6 CARRIER has investigated the credit-worthiness of BROKER and agrees to accept payment for its charges and/or fees in the manner and amounts as set forth in this Agreement.

2. APPLICABILITY. Transportation services pursuant to this Agreement shall be performed as described herein and in any Appendix hereto between domestic U.S. and/or Canada origin and destination points. This Agreement shall not include shipments to or from Mexico except as otherwise set forth in a separate Appendix hereto.

3. TERM OF AGREEMENT. The term of this Agreement shall be for a period of one (1) year (the "Initial Term") and shall automatically renew for additional one (1) year periods (each one-year period is hereinafter a "Renewal Term") unless written notice of non-renewal is given by either Party at least thirty (30) days prior to the end of the Initial Term or any Renewal Term. This Agreement may be terminated by either Party at any time upon thirty (30) days written notice to the other, which termination may be with or without cause. In the event of termination of this Agreement for any reason, if any shipment within the scope of the Services remains in transit on the effective date of a termination of this Agreement, both Parties' rights and duties under this Agreement shall remain in effect with respect to such shipment until it is delivered and all related invoices and claims are satisfied.

4. CARRIER WARRANTIES AND REPRESENTATIONS.

4.1 CARRIER warrants and represents that it is in full compliance, and shall continuously maintain full and strict compliance, with all statutes, rules and regulations governing its operations pursuant to this Agreement, including but not limited to adherence to provisions of the Interstate Commerce Act and related laws, rules and regulations of the FMCSA, and all provisions of applicable state and local laws, rules and regulations to the extent they govern CARRIER'S operations. If shipments under this Agreement are tendered in Canada, or for delivery to Canada, CARRIER warrants that it will not accept such shipments unless CARRIER is in full compliance with the laws of Canada. CARRIER will immediately notify BROKER in writing if its Operating Authority is revoked, suspended or rendered inactive for any reason and for any period of time.

4.2 CARRIER does not have a "conditional", "marginal" or "unfit" safety rating issued by the FMCSA, and will notify BROKER in writing immediately if its safety rating is changed to "conditional", "marginal" or "unfit". UNDER no circumstances is CARRIER allowed to provide services under this contract if their safety rating falls to "unsatisfactory."

4.3 CARRIER is, and shall remain at all times throughout the term of this Agreement, a Registered Motor Carrier of Property pursuant to the above Permit/Certificate Number (sometimes referred to herein as CARRIER's "Operating Authority") and duly authorized and qualified to provide transportation of property in intrastate, interstate and foreign commerce under contracts with shippers and receivers and/or brokers of general commodities, including with BROKER pursuant to this Agreement.

4.4 CARRIER will provide, operate and maintain in satisfactory and safe working condition all motor vehicles, trailers and allied equipment necessary to perform transportation services pursuant to this Agreement. CARRIER will provide all necessary and fully qualified drivers, ensure that each driver is suitably trained for operation of vehicles and other equipment, procure all licenses, permits, authorizations and other governmental approvals necessary for the ownership and use of such vehicles, furnish at its sole expense all supplies, fuel, oil, tires, parts, service, maintenance and repair in connection with the use and operation of their vehicles and equipment and that may be required to keep the vehicles and equipment in good repair and mechanical condition. As between BROKER and CARRIER, all costs of rendering the Services, including but not limited to compensation of subcontractors as well as payment of all taxes, licenses, or other governmental assessments imposed on CARRIER, shall be borne solely and exclusively by CARRIER.

4.5 All vehicles and equipment used for transportation services shall be clean, odor free, dry, leak proof and free of contamination and infestation. No vehicle that transports goods for BROKER under this Agreement will ever have been knowingly used to transport refuse, garbage, trash or solid or liquid waste of any kind whatsoever, whether hazardous or nonhazardous. CARRIER further warrants that all motor vehicle equipment provided by CARRIER for the transportation of food grade products will comply with the requirements of The Sanitary Food Transportation Act, that no freight transported pursuant to this Agreement shall become, or shall be deemed to be adulterated or misbranded within the meaning of the Federal Food Drug and Cosmetic Act, the Federal Meat Inspection Act, or the Federal Poultry Products Inspection Act, as amended and as may be amended in the future, or any other federal, state or local law or regulation of similar kind of comment, by reason of being or having been transported in or with motor vehicle equipment provided by CARRIER to transport freight tendered or arranged by the BROKER, or as a consequence of any of CARRIER'S activities in furtherance of such transport and that none of the equipment provided for the transportation of food or food grade products has been or will be used for the transportation of any waste of any kind, garbage, hazardous materials or any other commodity that might adulterate or contaminate food, food products, animal feed or cosmetics. Without limiting the foregoing, CARRIER will not supply equipment that has been used to transport hazardous wastes, solid or liquid, regardless of whether they meet the definition in 40 C.F.R. §261.1 et. seq. No poison, pesticide, rodenticide or other toxic or hazardous commodity shall be transported in the same vehicle and at the same time as any shipment of food, foodstuffs, food products, commodities intended for human or animal consumption as food or food supplements or ingredients or cosmetics. Should CARRIER violate this paragraph, or any other provision of this Agreement, it shall be liable for all claims occurring as consequence thereof, without regard to fault or negligence on CARRIER'S part and without regard to whether or not any actual contamination to any such shipment occurred, and no salvage or salvage set off shall be allowed. CARRIER will also ensure that, in connection with goods that are specified by BROKER

or its Customer as requiring temperature, humidity or other climate control, all vehicles provided for transportation of such goods will be suitable for the purpose intended, and shall be operated in compliance with reefer units properly and regularly maintained.

4.6 CARRIER represents and warrants that it is currently in compliance, and shall maintain compliance during the term of this Agreement (including with respect to each shipment made hereunder), with all applicable federal, state and local laws relating to the provision of its services under this Agreement, including, but not limited to: transportation of hazardous materials, (including the licensing and training of drivers), as defined by applicable federal, state and/or local laws, including in 49 C.F.R. §172.800, §173, and §397, et seq.; 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 hours of service regulations; sanitation, temperature, and contamination requirements for transporting food, perishable, and other products; qualification and licensing and training of drivers; implementation and maintenance of equipment safety regulations; and maintenance and control of the means and method of transportation. Without limiting the foregoing, CARRIER shall maintain in full force during the term of this Agreement any and all federal, state and local licenses, approvals, registrations, permits, consents, operating authorizations, and similar items necessary or appropriate for CARRIER to provide services and perform shipments hereunder, including without limitation, the federal Operating Authority described above, hazardous materials permits (if applicable), a USDOT registration and number and applicable State DOT registrations and numbers.

4.7 CARRIER shall not perform Services that would require CARRIER or any of its contractors, employees, or others to exceed or violate any applicable laws, rules or regulations. CARRIER, as an independent contractor, has sole and exclusive direction and control over the manner in which CARRIER and its employees, contractors or others perform Services. Such individuals shall be considered employees, agents, or representatives of CARRIER only and shall be subject to employment, discharge, discipline and control solely and exclusively by CARRIER, which shall be fully responsible for their acts.

5. CARRIER'S HANDLING OF FREIGHT.

5.1 CARRIER agrees to properly and efficiently transport and deliver all shipments as directed to the specified destination. All such shipments shall be delivered pursuant to the terms hereof and those set forth in the applicable Load Confirmation Sheet. In all instances where CARRIER does not actually load or unload any shipment, CARRIER shall have the duty and responsibility to determine and ensure that such shipment is properly loaded. CARRIER shall indemnify, defend and hold harmless BROKER and BROKER'S customers from and against any and all loss, damage, injury, costs, expenses and/or liabilities of any kind or nature arising from or related to the improper or unsafe loading or unloading of any shipment transported by CARRIER. CARRIER'S acceptance of any shipment, or signature on the bill of lading, shall signify that the property (in the number of pieces shown on the bill of lading) has been received by the CARRIER in apparent good condition and order, free from visible defects or damages.

5.2 When a shipment is partially or wholly refused or rejected by the receiver, or CARRIER is unable to deliver it for any reason, CARRIER shall immediately notify BROKER in

order to receive disposition instructions. Until such disposition instructions are received, CARRIER must place the shipment in a public warehouse under BROKER'S name or in its terminal or storage facility under reasonable security and provide written notice of such act to BROKER. CARRIER shall not dispose of damaged or rejected product without the prior written consent of BROKER or its Customer. BROKER or its Customer may determine within their sole discretion whether the goods may be salvaged, and if salvageable, the value of such salvage. CARRIER shall have no right to sell, auction or otherwise dispose of any property tendered to it, but which is undeliverable.

5.3 CARRIER acknowledges that BROKER may utilize other carriers to facilitate the movement of delayed shipments, or to ship replacement goods. If CARRIER fails to arrange to make timely delivery of any shipment, CARRIER shall be liable to BROKER and its Customers for all reasonable and necessary costs, charges, fees and expenses reasonably resulting from such delay.

5.4 CARRIER shall return all damaged shipments at its expense to the point of origin or, with BROKER'S direction, to other points as instructed by BROKER.

5.5 Missed delivery appointments may result in the imposition of fees and penalties by BROKER'S Customers, shippers or consignees of shipments for which CARRIER shall be liable to BROKER.

5.6. CARRIER is responsible at the time of loading for probing any product designated as requiring temperature controls in transit and writing the temperature on the Bill of Lading or shipping receipt. The temperature of the product is a material condition of this Agreement. If the product temperature is more than two (2) degrees different from the required temperature stated on the tendered documents, then the CARRIER shall refuse the shipment and immediately contact BROKER.

5.7 CARRIER is in full compliance, and shall maintain full and strict compliance during the term of this Agreement, with all applicable federal, state and local laws relating to the transportation of Hazardous Materials, (including the licensing and training of drivers), as defined in 49C.F.R. part§ 172 et seq. and part§ 397 et seq. to the extent that any shipments tendered hereunder constitute Hazardous Materials. CARRIER will be responsible for any handling, clean-up or disposal and will indemnify and hold BROKER harmless from all claims, liabilities, losses, fines, legal fees and other expenses arising out of contact with, exposure to, or release of any Hazardous Materials or any remedial action required under applicable federal, state or local environmental laws, except for any such claims, liabilities, losses, or fines that result from BROKER'S willful acts or omissions. CARRIER will maintain sufficient insurance to cover any hazardous and/or toxic spills, as outlined infra in section 8.

5.8 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. 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. BILLS OF LADING.

6.1 CARRIER will issue and sign a standard, uniform straight Bill of Lading, or other receipt acceptable to BROKER and BROKER'S Customers, upon acceptance of goods for transportation. Bills of lading may be upon a form prepared and presented by BROKER'S Customers. It is the signing of the Bill of Lading by CARRIER'S driver or other representative that constitutes "execution" of the Bill of Lading, not the preparation of that document. It is agreed that a shipper's and/or customer's identification of BROKER'S name on a Bill of Lading shall be for the shipper's/consignor's convenience only, and such notation shall not affect or defeat BROKER'S status as a Property Broker or CARRIER'S status as a Motor Carrier. In the event that the terms and conditions of any Bill of Lading executed by CARRIER in connection with a shipment transported pursuant to this Agreement shall conflict with the terms and conditions of this Agreement, the terms and conditions of this Agreement shall govern and take precedence.

6.2 CARRIER agrees that the bill of lading shall be prima facie evidence of receipt of those goods in good order, regardless of whether the CARRIER loaded the goods, received the goods in a sealed trailer, and/or was not allowed to observe or supervise the loading process. Such Bill of Lading shall be issued immediately upon CARRIER'S receipt of such property. If receiver refuses to sign the Bill of Lading or any other delivery document at time of delivery, then CARRIER shall immediately contact BROKER for direction. Unless otherwise agreed in writing, CARRIER shall become fully responsible and liable for the cargo when it takes/receives possession thereof, and the trailer(s) is/are loaded, regardless of whether a Bill of Lading has been issued, and/or signed, and/or delivered to CARRIER, and which responsibility/liability shall continue until delivery and unloading of the shipment to the consignee and the consignee signs the Bill of Lading or delivery receipt. Failure to issue a Bill of Lading, or sign a Bill of Lading acknowledging receipt of the cargo by CARRIER, shall not affect the liability of CARRIER.

7. LOAD CONFIRMATION SHEETS.

7.1 Each shipment performed hereunder shall be evidenced by a signed Load Confirmation Sheet in the form of that attached hereto as EXHIBIT A. In the event BROKER desires to use CARRIER for any shipment, it will complete, sign and deliver to CARRIER a Load Confirmation Sheet, which sets forth the charge or fee that BROKER is willing to pay CARRIER for such shipment, the pick-up and delivery dates, the places of origin and destination, and any other shipping instructions and requirements applicable to such shipment. In the event a charge or fee schedule is attached to this Agreement as EXHIBIT B, such schedule shall be used to the extent applicable to set the CARRIER'S charge or fee for any shipment. In the event any of the foregoing terms other than the charge or fee are missing from, or otherwise not specifically set forth in, the

Load Confirmation Sheet delivered by BROKER, the BROKER shall have the right, upon notice to the CARRIER, to reasonably determine and set such terms after the CARRIER'S acceptance of such Load Confirmation Sheet but before delivery of the applicable shipment, and in such event, CARRIER shall be bound by such terms without adjustment to the charge or fee. Further, BROKER shall have the right to unilaterally modify any Load Confirmation Sheet to the extent such modification(s) do not have a material adverse effect, as a whole, on the CARRIER'S obligations with respect to the shipment covered thereby, and in such event, CARRIER shall be bound by such modification(s) without adjustment to the charge or fee.

7.2 The CARRIER shall have ten (10) days, or such shorter period indicated by BROKER in the applicable Load Confirmation Sheet, in which to sign and deliver to BROKER, via facsimile or email, such Load Confirmation Sheet indicating its acceptance of the shipment exclusively on the terms stated therein and this Agreement. The CARRIER shall be deemed to have rejected any shipment covered by a Load Confirmation Sheet to the extent it fails to sign and deliver such Load Confirmation Sheet to BROKER within the foregoing period, and any subsequent attempt(s) to accept such shipment shall have no effect unless and until specifically acknowledged and agreed to by BROKER in writing. The CARRIER shall not commence any shipment unless and until it has timely signed and delivered to BROKER the Load Confirmation Sheet relating thereto. Should CARRIER pick-up the load without signing the Load Confirmation Sheet, CARRIER shall be bound by all terms and conditions on said Load Confirmation Sheet as if CARRIER had signed it.

7.3 No terms or conditions proposed or offered by CARRIER which attempt to add to or otherwise modify the provisions of this Agreement or any Load Confirmation Sheet delivered by BROKER shall be binding upon BROKER unless and until specifically acknowledged and agreed to by BROKER in writing. Further, any schedules, tariffs, rates, charges, classifications and/or rules adopted, maintained, filed or published by CARRIER shall not apply to any shipment under this Agreement unless the same are specifically identified and incorporated herein or in the applicable Load Confirmation Sheet delivered by BROKER. To the fullest extent permitted by 49 USC 14101(b), the Parties expressly waive any and all rights or remedies under 49 U.S.C. Subtitle IV, Part B to the extent such provisions conflict with this section or any Load Confirmation Sheet, including any rights or remedies they may have in connection with claiming a charge or fee which is different from the charge or fee established in this Agreement or in such Load Confirmation Sheet. The Parties do not, however, waive the provisions of that subtitle relating to registration, insurance, or safety fitness.

8. INSURANCE. CARRIER shall at all times during the term of this Agreement have and maintain in full force and effect, Public Liability, Property Damage, Cargo, and Worker's Compensation Insurance with reliable insurance companies acceptable to BROKER, and in the following minimum amounts:

8.1 Comprehensive Automobile Liability Insurance shall be with a combined single limit of \$1,000,000.00.

8.2 Workers' Compensation and Employment Liability Insurance affording protection under all applicable Workers' Compensations Laws, at limits of the State in which the work is to be performed or containing an all-state endorsement, and embracing a waiver of subrogation.

8.3 Comprehensive General Liability Insurance shall be in amounts not less than:

8.3.1 Bodily injury coverage of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate.

8.3.2 Property damage coverage of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate.

8.4 A non-schedule vehicle Cargo Insurance policy with per shipment minimum of \$100,000.00 or a higher amount adequate to cover liability under this Agreement for the property in CARRIER'S custody or control covering all shipments hereunder on a replacement cost basis (including freight and duties, if applicable), plus lost sales, if any, for all risk of physical loss or damage while being transported under this Agreement. Such cargo insurance will name BROKER'S applicable customer as the loss payee. CARRIER'S Cargo Insurance policy shall include coverage for Employee Infidelity and shall not exclude coverage for infidelity, fraud, dishonesty or criminal acts of CARRIER'S employees, agents, officers or directors.

8.5 BROKER shall be named as an "Additional Insured" on CARRIER'S Comprehensive Automobile Liability insurance and Cargo insurance policies. Upon reasonable request of BROKER, CARRIER shall deliver to BROKER full and complete copies of its insurance policies required under this Agreement. Said policies shall provide that:

8.5.1 BROKER shall not be obligated to pay premiums for any such insurance;

8.5.2 Such insurance shall be primary with respect to BROKER'S insurance;

8.5.3 Such insurance shall be applicable separately to each insured and shall cover claims, suits, actions or proceedings by each insured against any other insured.

8.6 CARRIER shall provide to BROKER a certificates of insurance evidencing the insurance coverage required under this Agreement. The certificates of insurance shall contain a clause providing that the insurer will not cancel or change coverage of the insurance without first providing BROKER thirty (30) days' prior written notice.

8.7 CARRIER'S involved in the transportation of hazardous or toxic cargo shall have broad form Environmental Clean-up and Hazard policies, of at least \$1,000,000.00 in coverage in addition to the above policies.

8.8. If CARRIER is self-insured, it shall provide evidence of such, including proof of acceptance of self-insurance status by the FMCSA or other governing agency.

8.9 CARRIER agrees that BROKER does not represent that the types of minimum limits of the insurance set forth herein are adequate to protect the BROKER'S interests, and do not

otherwise constitute limits of liability. Deductible amounts under the foregoing policies shall be paid by CARRIER.

8.10 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 the Carrier provides transportation and related services as specified in load confirmation communications received from Broker.

8.11 Any other insurance coverage to the extent required by any applicable federal, state or local laws, including but not limited to, the minimum requirements of the Federal Motor Carrier Safety Administration, U.S. Department of Transportation.

8.12. CARRIER hereby waives, and shall cause its applicable insurers to waive, any and all rights, including all rights of subrogation, against the Indemnitees for the recovery of damages to the extent those damages are covered (or required to be covered) by the insurance required herein. Insurance provided by CARRIER covering the Indemnitees shall be primary insurance and any insurance maintained by any Indemnitee shall be excess insurance

9. CARRIER COMPENSATION AND PAYMENTS.

9.1 With respect to all shipments tendered to CARRIER pursuant to this Agreement, compensation shall be paid to CARRIER solely and exclusively by BROKER, in the amounts set forth in Appendix A, attached hereto and made a part of hereof; provided, however, that the Parties hereto may at any time agree, in writing, or orally, and subsequently confirmed by both Parties in writing, on a form incorporating all of the information of and similar in format to the Load Confirmation Sheet (Appendix B), attached hereto and made a part hereof, or such other form as the Parties may agree upon, change such compensation for any specific shipment or shipments. Such confirmation may be accomplished through the exchange of supplements to this Agreement executed by the Parties and acknowledged in a written supplement to this Agreement. Such Load Confirmation Sheets are supplements to this Agreement, not separate contracts or agreements unless CARRIER objects to the terms and rates of an individual Load Confirmation within twenty-four (24) hours after receipt and prior to the pickup of the shipment(s) of freight set forth thereon, CARRIER shall be presumed to have agreed that the terms are fully and correctly stated. All such Confirmations shall become incorporated as addenda to this Agreement, and BROKER and CARRIER agree to retain all such addenda for three (3) years. If BROKER and CARRIER fail to agree to a negotiated rate as described above, the rate paid by BROKER to CARRIER for the shipment(s) pursuant to this Agreement shall be the amounts set forth in Appendix A, attached hereto and made a part of hereof.

9.2 For each freight movement or shipment, the Parties may specify the mileage to apply for the purposes of computing transportation charges if a mileage rate schedule applies. Otherwise, the mileage according to the then current version of PC Miler will apply. There shall be no charge for waiting time or demurrage other than as provided for in this paragraph. CARRIER shall allow two (2) hours of free time for loading and after that free time has expired; BROKER shall pay for waiting at the rate of \$25.00 per hour, not to exceed a total of \$200.00. In order to be eligible to receive payment for waiting time, CARRIER must first furnish to BROKER written

proof of the time of arrival of the subject vehicle for loading/unloading and the time of completion of the loading/unloading on the Bill of Lading for the subject shipment, or other appropriate and acceptable (to BROKER) shipping document. Time spent waiting prior to the time of opening for business of the consignor or consignee, as the case may be, shall not be included in the computation of either free time or waiting time. In order to receive payment for waiting time, CARRIER must first give BROKER telephone notice that chargeable waiting time is about to commence or accrue so that BROKER has an opportunity to intervene with the consignor/consignee in order to avert or minimize such charges for waiting time. CARRIER shall not be entitled to any payment for waiting time which was caused due to an Act of God, the public enemy, the authority of law, strikes or act of the CARRIER, or because CARRIER'S driver has run out of hours. Appointments for loading and unloading are to be made at no additional charge. Waiting time incurred on account of CARRIER'S failure to keep its scheduled appointment for pick up or delivery shall not be charged to BROKER or BROKER'S Customers. Loads shall be held for delivery and/or re-delivery at no additional charge. Upon the request of the consignor and/or consignee of any shipment transported by CARRIER pursuant to this Agreement for CARRIER to load and/or unload any such shipment from CARRIER'S vehicle, CARRIER shall provide such loading and/or unloading service, at its own, sole, expense, unless otherwise provided for in a rate confirmation from BROKER for a specific shipment.

9.3 Unless a separate and distinct fuel surcharge is specifically agreed to by BROKER, in writing, the quoted rate of CARRIER embraces any and all fuel surcharges or adjustments.

9.4 CARRIER shall invoice BROKER in BROKER'S name and deliver all such invoices to BROKER promptly following delivery of freight. CARRIER shall submit to BROKER all shipping documents within fifteen (15) days after delivery of each shipment transported pursuant to this Agreement and BROKER shall pay CARRIER for each shipment tendered pursuant to this Agreement the agreed compensation within thirty (30) days after receipt by BROKER of (a) if applicable, or written Rate Confirmation Sheet, duly signed by CARRIER, acknowledging a change in compensation for any specific shipment or shipments; and (b) CARRIER'S freight bill with attached original Bill of Lading (or a readable copy thereof), without exception or notation, signed by the consignee at point of delivery as proof of delivery of the shipment, on time, on schedule and in good order and condition. CARRIER compensation to be paid under this Agreement may be withheld by BROKER, in whole or in part, to satisfy claims for loss, damage or delay to shipments transported by CARRIER pursuant to section 10 of this Agreement. Only if no Bill of Lading was provided at point of origin will a written and signed delivery receipt be acceptable as a substitute. The foregoing is a condition of payment.

9.5 CARRIER shall provide proof of delivery to BROKER within twenty-four (24) hours of delivery or request.

9.6 Invoices which are received by BROKER more than one hundred twenty (120) days after services are performed will not be accepted for payment. Inquiries or claims for non-payment received by BROKER more than one hundred twenty (120) days after such invoices are due and payable will not be investigated, researched or paid.

9.7 CARRIER hereby assigns to BROKER any and all rights held by CARRIER to bill any party to the Bill of Lading contract, and shall bill only BROKER for the Services herein. CARRIER agrees that BROKER'S customers are intended to be third party beneficiaries of this Agreement. CARRIER will not communicate, directly or indirectly, in any manner, with BROKER'S Customers, consignors, consignees or any party other than BROKER concerning with, or as a consequence of, this Agreement. CARRIER shall have no lien, and hereby expressly waives its right to any lien of any kind on any cargo, freight and or other property of BROKER or any of BROKER'S Customers. It is agreed that BROKER is acting as an independent contractor and not as the agent of any of its Customers.

9.8 BROKER shall have the right to solicit and obtain freight transportation business for CARRIER to the mutual benefit of CARRIER and BROKER; provided, however, that so long as CARRIER has not defaulted in any of its obligations or duties hereunder, BROKER shall continue to use commercially reasonable efforts to offer CARRIER loads and/or shipments. This Agreement does not guarantee any specific number of loads and/or shipments from BROKER to CARRIER.

10. LIABILITY FOR LOSS, DAMAGE OR DELAY.

10.1 Common Carrier Liability. BROKER and BROKER'S Customers specifically reserve all rights and remedies conferred by 49 U.S.C. § 14706 and this Agreement are subject to and governed by said statute. Except as otherwise specifically provided in this Agreement, CARRIER agrees that in the transportation of all goods hereunder, it assumes the same liability as that of a common CARRIER for full actual loss, subject to the provisions of 49 U.S.C. § 14706 and 49 CFR Part 370 (claim regulations). Claims for loss, damage, injury, or delay shall be filed within nine (9) months from the date of loss or date when the shipment should reasonably have been delivered. BROKER may withhold as setoff any payment due to CARRIER, to satisfy any debt owed to BROKER by CARRIER, or to satisfy any cargo damage claim which CARRIER has not paid or denied for a legally valid cause or reason within ninety (90) days of presentation of the claim. Such setoff is to be made in the sole discretion of BROKER.

10.2 CARRIER'S liability for freight loss and damage claims under this Section 10 shall include legal fees reasonably incurred by BROKER in the prosecution of such claims, the risk of which is expressly assumed by CARRIER.

10.3 Notwithstanding the terms of 49 CFR 370.9, CARRIER shall pay, decline or make settlement offer in writing on all cargo loss or damage claims within one hundred twenty (120) days of receipt of the claim. Failure of CARRIER to pay, decline or offer settlement within this one hundred twenty (120) day period shall be deemed an admission by CARRIER of full liability for the amount.

10.4 The time limit within which BROKER must file a claim against CARRIER shall be nine (9) months from the date of delivery or within nine (9) months of a reasonable time for delivery if a complete loss. All Claims shall be paid, settled or disallowed by CARRIER within one hundred twenty (120) days of filing. Disallowances shall state a lawful reason for declining to accept responsibility for the claim, and shall be stated by the CARRIER, not its insurer.

10.5 The time limit within which BROKER must institute suit against CARRIER to recover on a claim shall be two years and a day from the date that BROKER receives a written disallowance from CARRIER.

10.6 If BROKER is successful in recovering a claim against CARRIER in a court of law or arbitration proceeding, BROKER shall be entitled to recover all of its expenses incurred in collecting its claim, including reasonable attorneys' fees, costs and interest at the legal rate from the date of delivery or scheduled delivery of the shipment.

10.7 Claims based on a concealed loss or damage reported to CARRIER within two (2) business days of the date of delivery shall be treated by CARRIER as though an exception notation had been made on the delivery receipt at the time of delivery.

10.8 CARRIER shall not dispose of damaged or rejected product without the prior written consent of BROKER or its Customer. BROKER or its Customer may determine within their sole discretion whether the goods may be salvaged, and if salvageable, the value of such salvage.

10.9 CARRIER shall not be liable for loss or damage on truckload shipments if trailer is loaded and sealed by SHIPPER and CARRIER has no opportunity to inspect or count contents of trailer, the trailer is delivered with original seal(s) intact, and there is no evidence indicating that the contents of the trailer were compromised while the trailer was in the CARRIER'S possession. However, in such event, CARRIER'S personnel shall note on the Bill of Lading that they were not allowed or afforded an opportunity to view and/or examine the goods shipped. Failure of CARRIER to make such a notation shall create a rebuttable presumption that the goods were received by CARRIER in the correct quantity and in good condition.

10.10 EXCEPT AS OTHERWISE PROVIDED, CARRIER AGREES THAT BROKER SHALL NOT BE LIABLE TO CARRIER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER, SUCH AS, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF MARKET, LOSS OF CUSTOMER GOODWILL, ASSEMBLY LINE SHUTDOWNS, OR PUNITIVE OR EXEMPLARY DAMAGES, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES SOUNDS IN CONTRACT, TORT, BREACH OF WARRANTY, CONSUMER FRAUD, OR OTHERWISE, WHETHER CAUSED BY BROKER'S NEGLIGENCE, FAULT, ERRORS OR OMISSIONS, BREACH OF CONTRACT, BREACH OF WARRANTY OR OTHER CAUSE OR CAUSES.

10.11 The limitations of liability for cargo loss and damage as well as other liabilities, arising out of the transportation of shipments, which originate outside the United States of America, may be subject to the laws of the country of origination, and CARRIER shall comply with all such laws to the extent applicable.

10.12 CARRIER agrees to be liable for the full, actual loss of or damage to goods which CARRIER transports pursuant to this Agreement, and CARRIER shall reimburse BROKER and/or BROKER'S customer for all loss of or damage to goods and any costs or fees, including interest

charges and attorneys' fees, which BROKER or its customer may incur in prosecuting any claim against CARRIER.

10.13 The provisions of this Paragraph shall survive cancellation, termination, or expiration of this Agreement.

11. INDEMNITY. CARRIER agrees to be responsible for, and to defend, indemnify and hold BROKER together with its customers, agents, servants, attorneys, insurers and reinsurers, successors and assigns, and each of them, jointly and severally, harmless of and from any and all claims, demands, actions and causes of action, suits at law and proceedings in equity, without limitation, of any nature, howsoever arising, including, but not limited to, all losses, damages [including, but not limited to: consequential, speculative, direct, indirect and punitive damages] personal injury, death, and/or loss or damage to cargo or other property, and/or claim for any such loss or occurrence, which may arise from or in connection with the operations performed or to be performed pursuant to this Agreement, without regard to fault or negligence on the part of CARRIER, including, but not limited to the following:

11.1 Any and all liability, claims, demands or expenses, including attorney's fees or other professional fees, directly or indirectly arising out of or related to the Services provided pursuant to this Agreement, initiated or advanced by any person:

11.2 Any liability, claims, demands or expenses (including attorney's and other professional fees) for damage to property of BROKER, its Customers or third parties, or personal injuries (including death) to BROKER or BROKER'S Customers' officers, directors, agents, or employees or any other person arising from or in conjunction with the CARRIER'S performance of Services pursuant to this Agreement:

11.3 Any and all claims made against BROKER, its agents, officers, directors or employees or BROKER'S Customers, agents or employees by or on behalf of CARRIER'S employees, for salary or other compensation or payments resulting or claimed to have resulted, in whole or in part, from CARRIER Services;

11.4 Any and all penalties or fines of any character which may be sought to be enforced against BROKER or its Customers by reason of an alleged violation by CARRIER, of any federal, state, provincial, or local law, rule or regulation; and

11.5 Any and all claims, demands, and suits by other carriers or intermediaries against BROKER or its Customers seeking payment for transportation charges on shipments tendered to CARRIER.

11.6 The indemnifications contained in this paragraph 11 shall NOT have application in instances when the claim, demand, liability or expense results directly from the willful and wanton conduct of BROKER.

11.7 If any claim is filed against BROKER by its customer or by any other shipper, consignor, consignee, or if any party with any interest in those goods files a claim against BROKER, BROKER will transmit that claim to CARRIER, and CARRIER will then be responsible for handling that claim, paying that claim (if applicable), and defending, indemnifying BROKER against that claim in accordance with the provisions of this Agreement.

11.8 If CARRIER fails to handle any such claim in a timely manner, CARRIER agrees that BROKER shall file suit against CARRIER and, without further documentation between any of the parties, CARRIER agrees that BROKER shall be subrogated to the rights of BROKER'S customer or any other party with an interest in the goods, and BROKER shall have the right to pursue any such claim or lawsuit in the name and stead of its customer or that other party. CARRIER EXPRESSLY WAIVES ANY AND ALL DEFENSES TO BROKER'S LACK OF STANDING TO BRING ANY SUCH CLAIM UNDER 49 U.S.C. § 14706. Any recovery of money by BROKER from CARRIER shall be for its customer or that other party, to the extent of the loss, damage, or injury sustained by that customer or other party. CARRIER shall be responsible for any and all expenses, costs, reasonable attorney fees, and interest from the date of loss.

11.9 The provisions of this Paragraph shall survive cancellation, termination, or expiration of this Agreement.

12. INDEPENDENT CONTRACTOR. It is understood and agreed that the relationship between BROKER and CARRIER is solely that of independent contractor and not as an agent, joint venture, owner-operator or employee and that no employer/employee relationship exists, or is intended. CARRIER shall provide Services to BROKER as an independent contractor, not as an agent, joint venture or employee. CARRIER shall make all arrangements it deems appropriate to provide sufficient, appropriate, personnel and motor vehicle equipment, which shall be dedicated to BROKER'S exclusive use while transporting freight tendered by BROKER, to provide the transportation services contemplated by this Agreement. BROKER has no control of any kind of CARRIER, including but not limited to routing of freight, instruction to drivers, expenses, advances, equipment, confirmation, load securement, and driver location and nothing contained herein or on the website or BROKER shall be construed to be inconsistent with this provision. BROKER is not and will not be responsible for any debts, liabilities or obligations incurred by CARRIER in the performance of its business. CARRIER agrees to defend, and indemnify and save BROKER and/or its Customers harmless from any and all claims, demands, actions, causes of action and liabilities (actual, potential, threatened or pending) of any type or nature arising from or in connection of the operations and activities of CARRIER hereunder, as a CARRIER or otherwise. CARRIER assumes full responsibility for all commissions, salaries, insurance, taxes, pensions and benefits of CARRIER'S agents, contractors, sub-contractors and/or employees in connection with CARRIER'S performance pursuant to this Agreement.

13. NON-EXCLUSIVE AGREEMENT. CARRIER and BROKER acknowledge and agree that this Agreement 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.

14. WAIVER OF PROVISIONS. 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.

15. CARRIERS OPTION TO ASSIGN ITS ACCOUNTS RECEIVABLES. CARRIER may assign its accounts receivables under this Agreement to a third party. In order to so do however, CARRIER must:

15.1 Notify Best Dedicated Solutions, LLC. in writing a minimum of thirty (30) days in advance of any change in the CARRIER'S direction for payment, including without limitation any assignment of CARRIER'S right to payments earned or to be earned under this Agreement. Notice of any such assignment by CARRIER must be delivered via certified mail, return receipt requested, and include a self-addressed, stamped, return acknowledgement for Best Dedicated Solutions, LLC., to execute and return. Notices to Best Dedicated Solutions, LLC. shall be sent to:

Best Dedicated Solutions, LLC
702 N. Deerpath Drive
Vernon Hills, IL 60061
Email: AP@shipbds.com

15.2 Inform any assignee of the terms of this Agreement, including these terms regarding notice requirements.

15.3 CARRIER acknowledges and agrees that any change in CARRIER'S directions for payment or notice of assignment sent to any Best Dedicated Solutions, LLC., employee or location other than set forth in Section 15.1 is inadequate and defective. During the transition period from one set of CARRIER'S payment directions to another, CARRIER agrees that payments inadvertently made by Best Dedicated Solutions, LLC., in accordance with earlier payment directions shall constitute full satisfaction of Best Dedicated Solutions, LLC., payment obligations under this Agreement. CARRIER further agrees that in such event it is the responsibility of the CARRIER to forward, or cause to be forwarded, the payment to the correct party. CARRIER shall indemnify, defend and hold harmless Best Dedicated Solutions, LLC. from and against all liability, loss damages, claims, suits or expenses, including without limitation reasonable attorney fees, caused by or arising from any failure on the part of the CARRIER or any assignee to comply with the terms of this section.

16. SOLICITATION. CARRIER acknowledges and agrees that BROKER has, at great expense, developed a broad customer base of shippers, receivers and vendors that is essential to the successful operation of BROKER'S business, and that information concerning BROKER'S relationships with such shippers, receivers and vendors and their requirements constitutes valuable trade secrets of BROKER. CARRIER further acknowledges and agrees that in the course of performing this Agreement, BROKER must disclose certain of such information to CARRIER, and CARRIER could use such information to unfairly compete against BROKER and/or its affiliates. Accordingly, in material consideration for this Agreement, CARRIER agrees that during

the term of this Agreement (except as necessary to perform its obligations hereunder) and for a period of one (1) year following termination of this Agreement, regardless of reason, CARRIER shall not, either directly or indirectly through any other person or entity (including, without limitation, another broker or an affiliated carrier), solicit, request, accept, haul, transport or arrange for the transportation of any shipment, load or freight from or for any shipper, consignor, consignee or other customer of BROKER if: (i) such shipment(s) or route(s) was/were first tendered, brokered or made available to CARRIER by BROKER; (ii) the identity or requirements of such shipper, consignor, consignee or other customer of BROKER was first made known to CARRIER by BROKER; (iii) CARRIER had no business relationship or contract with such shipper, consignor, consignee or other customer of BROKER prior to its business relationship or contract with BROKER; or (iv) CARRIER first hauled a shipment, load or freight for or from such shipper, consignor, consignee or other customer of BROKER in the course of performing this Agreement (or any prior contract between CARRIER and BROKER). The foregoing restrictive covenant shall be binding upon CARRIER and its owners, employees, agents, successors, assigns and affiliates (including, but not limited to, any carrier or business entity under common ownership or control with CARRIER). CARRIER acknowledges and agrees that a breach of the foregoing restriction may cause irreparable harm to BROKER. Accordingly, BROKER may seek injunctive relief to prevent any breach or threatened breach hereof, in addition to any and all other remedies available to BROKER at law and in equity, including, but not limited to, recovery of damages. CARRIER expressly agrees that in the event of a breach of the foregoing restriction, CARRIER shall pay to BROKER liquidated damages in an amount equal to fifteen percent (15%) of the gross revenue invoiced by or payable to CARRIER (or any of its owners, employees, agents, successors, assigns and/or affiliates) for the transportation of any shipment, load or freight in violation of such restriction. Further, in the event of a breach of the foregoing restriction, CARRIER shall be obligated to pay BROKER for its costs and expenses incurred in enforcing the terms hereof and/or attempting to collect the payments required hereunder, including, but not limited to, BROKER'S attorneys' fees, court costs and costs of arbitration.

17. CONFIDENTIALITY.

17.1 In addition to Confidential Information protected by law, statutory or otherwise, CARRIER agrees that all of BROKER's financial and Broker-Carrier Agreement proprietary information and that of its customers, including but not limited to, freight and brokerage rates, amounts received for brokerage services, freight volume requirements, as well as personal customer information, customer shipping or other logistics requirements shared with or learned by CARRIER in connection with this Agreement, shall be treated as Confidential, and shall not be disclosed to any third parties or used for any reason other than as necessary to properly carry out its obligation hereunder.

17.2. In the event of violation of this Paragraph, the Parties agree that the remedy at law, including monetary damages, may be inadequate and that BROKER shall be entitled, in addition to any other remedy it may have, to an injunction restraining CARRIER from further violation of this Paragraph in which case CARRIER shall be liable for all costs and expenses incurred by BROKER, including but not limited to, its reasonable attorney's fees and court costs.

18. AMENDMENTS. This Agreement may not be amended or modified, except by mutual written agreement of the Parties.

19. NOTICES.

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

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

19.3 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.

19.4 The Parties will notify each other immediately if their Federal Operating Authority is revoked, suspended or rendered inactive for any reason; and/or if either Party is sold, or if there is a change in control of ownership of either Party, and/or any of their insurance required hereunder is threatened to be or is terminated, cancelled, suspended, or revoked for any reason.

20. SEVERABILITY. To the extent that any provision of this Agreement may be held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall become ineffective as to all matters within the jurisdiction of that court. The court's holding, however, shall not be treated as affecting the validity or enforceability of any other provision of this Agreement, nor as affecting the validity or enforceability of any part of this Agreement in other jurisdictions. The representations, rights and obligations of the Parties hereunder which by their terms or nature survive termination hereof, shall survive termination of this Agreement for any reason.

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

22. INTERPRETATION. The Parties agree that, despite any legal presumption or common law doctrine to the contrary, this Agreement shall not be construed against the drafter as both Parties have participated in the negotiation and preparation of this Agreement.

23. REMEDIES. BROKER'S rights and remedies set forth in this Agreement shall be cumulative and not in limitation of any other rights and remedies set forth in this Agreement or available at law or in equity.

24. ENTIRE AGREEMENT. This Agreement, together with any Appendices which are a part hereof, 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. The Parties further intend that this Agreement constitutes the complete and exclusive statement of tis terms, and that no extrinsic evidence such as a Bill of Lading may be introduced to reform this Agreement in any judicial or arbitration proceeding involving this

Agreement. CARRIER warrants and represents that it fully understands its right to review all aspects of this Agreement with an attorney of its choice, that CARRIER has had the opportunity to consult with an attorney of its choice, that CARRIER has carefully read and fully understands all the provisions of this Agreement and that CARRIER is freely, knowingly, and voluntarily entering in this Contract Carrier Agreement.

25. GOVERNING LAW; VENUE. Unless preempted or controlled by federal transportation law and regulations, all issues pertaining to the validity, construction, execution and performance of this Agreement shall be construed and governed in accordance with the laws of the State of Illinois, without giving effect to the conflict or choice of law provisions thereof. The parties agree that all causes of action arising out of or in connection with this Agreement shall be brought in a court of competent jurisdiction sitting in the County of Cook, State of Illinois, or in the United States District Court for the Northern District of Illinois. BROKER and CARRIER mutually acknowledge and agree that they shall not raise, in connection therewith, and hereby waive any defenses based upon venue, inconvenience or forum or lack of personal jurisdiction in any action or suit brought in accordance with the foregoing. **BROKER AND CARRIER ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THIS CLAUSE AND AGREE WILLINGLY TO ITS TERMS.**

26. FORCE MAJEURE. The performance of either or both Parties hereto shall be excused and abated if such is prevented or substantially impeded by any Act of God, the public enemy, the authority of law, natural disaster or other like event, for the duration of such event. The Party who is unable to perform because of such event shall give the other notice of same within twenty-four (24) hours of the occurrence of such event or its performance hereunder will not be excused.

27. JURY WAIVER. ALL PARTIES SUBJECT TO THIS CONTRACT AND/OR DIRECT BENEFICIARIES OF THIS CONTRACT WAIVE ANY AND ALL RIGHTS TO A TRIAL BY A JURY IN ANY LEGAL PROCEEDING RELATING TO ANY CLAIM WITH RESPECT TO THIS AGREEMENT. **BROKER AND CARRIER ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THIS CLAUSE AND AGREE WILLINGLY TO ITS TERMS.**

28. ATTORNEY FEES. If BROKER participates in litigation against CARRIER to enforce any of BROKER'S rights under this Agreement and is the prevailing party in such litigation, BROKER shall be entitled to recover from CARRIER its reasonable attorney fees (pre-trial, trial, and appellate), reasonable costs (including those paid to a collection agency), and any pre and post-judgment interest.

29. AUTHORITY TO SIGN. Each individual signing this Agreement directly and expressly warrants that he/she has been given and has received and accepted authority to sign and execute the documents on behalf of the Party for whom it is indicated he/she has signed, and further has been expressly given and received and accepted authority to enter into a binding agreement on behalf of such Party with respect to the matters concerned herein and as stated herein. A signature transmitted by facsimile or as a pdf copy to electronic mail shall be treated as original for all purposes.

30. EQUAL OPPORTUNITY. In the performance of Service pursuant to this Agreement, the Parties hereto shall comply with the equal opportunity provisions as set forth in Federal Acquisition Regulation (FAR) § S2.222-26.

31. COMPLIANCE WITH EXECUTIVE ORDER 13496 OF JANUARY 30, 2009. CARRIER agrees to comply with all provisions and related rules, regulations, and orders of the Secretary of Labor as set forth by Executive Order 13496 of January 30, 2009 during the term of this agreement.

32. HEADINGS. The captions and headings set forth in this Agreement are for convenience only. They shall not be considered a part of this Agreement, nor affect in any way the meaning of its terms and conditions.

IN WITNESS WHEREOF, this Broker-Carrier Agreement has been signed effective as of the date and year of CARRIER'S signature.

BEST DEDICATED SOLUTIONS, LLC

(BROKER)

Chris Morehead

Chris Morehead, Compliance Manager
702 N. Deerpath Dr.
Vernon Hills, IL 60061
847-752-6071
224-206-8427

cmorehead@shipbds.com

(CARRIER) Authorized Signature

Printed Name & Title

Street

City, State, Zip

Phone

Fax

Email