

TMA WORLDWIDE CORPORATION

BROKER/CARRIER AGREEMENT

BROKER/CARRIER AGREEMENT (Services Agreement "SA") made and entered into as of _____ by and between the carrier listed below ("Carrier") and TMA WORLDWIDE CORP., a California corporation ("Broker").

Carrier Name: _____

Carrier is duly authorized by the Federal Motor Carrier Safety Administration ("FMCSA") to engage in operations in interstate commerce as a contract or common carrier by motor vehicle over irregular routes for the transportation of general freight.

Broker is duly licensed to perform services as a freight broker by Docket No. MC 957017B and arranges the transportation of the commodities to be tendered to authorized motor carriers;

NOW THEREFORE' in consideration of this SA and its representations the parties agree as follows:

General

Broker agrees to obtain and arrange for transportation of Broker's customer's freight pursuant to the terms and conditions of this SA and in compliance in all material respects with all federal, state and local laws and regulations relating to the brokerage of the freight covered by this SA. Broker's responsibility under the SA shall be limited to arranging transportation for such shipments as may be arranged by the Broker and tendered to Carrier pursuant to this SA.

Term Length

The term of the SA shall commence as of the date listed above and shall continue for a one (1) year period thereafter, and shall automatically renew for the additional one-year periods unless written notice of non-renewal is given by either party to the other at least thirty (30) days prior to the end of the term provides, however, that this SA may be terminated at any time for any reason by either party upon thirty (30) days' written notice.

Rates

Broker shall pay Carrier the rates and charges set forth on EXHIBIT A attached hereto for the TRANSPORTATION SERVICES. The rates and charges set forth on EXHIBIT A shall be effective throughout the Term unless modified in a writing agreed to by both parties, which modifications shall be attached hereto and incorporated herein on a supplement to EXHIBIT A. IF EXHIBIT A is not attached to this or if rates are varied for particular load, Broker shall pay Carrier the rates and charges set forth on the individual Load Confirmation delivered by Broker to Carrier. Broker shall confirm the agreed-to rates and charges in earlier of the time the freight is picked up of twenty-four (24) hours form the delivery of the mailing/emailing/facsimile of the rate confirmation, as applicable, Carrier shall be deemed to have agreed to such rates and terms. This or the Load Confirmation also governs all accessorial services which may be required or performed. Carrier shall not bill for any accessorial or other charge not approved in this SA or in any Load Confirmation(s).

Broker agrees to pay Carrier for the Transportation Services within 30 days of the receipt of the date shipping documents of delivery are received by Broker, provide that all proper documentation is presents by Carrier to Broker with such invoice. Shipping documents include, but are not limited to; the bill of lading and delivery receipt/proof of delivery, and any other document have not been received by Broker within six (6) months after delivery.

INVOICING AND PAYMENT

Broker authorizes Carrier to invoice Broker for the Transportation Services. Carrier agrees that Broker is the sole party responsible for payment of its invoices and that, under no circumstances, will Carrier seek payment from the shipper, consignee or Broker's customer(s). Carrier waives any right under any federal, state, or local law to collect freight charges or other amounts from the shipper, consignee, or Broker's customer(s). Broker agrees to pay Carrier in full all properly invoiced amounts regardless of any failure if payment by Broker's customers. Broker is permitted to offset against charges owed to Carrier for freight claims or any other obligation of Carrier to Broker, whether or not such offsets are owed in connection with the shipment in regard to which the loss was incurred. In the event it is finally adjudicated by a court of competent jurisdiction that any cargo loss or other liability on which and offset in connection with the claim, and Broker shall not be liable for interest on said sum or other damages, including, but not limited to, consequential, not be liable for interest on said sum or other damages, including, but not limited, consequential, incidental, or punitive damages. If Carrier wishes to have invoices paid to a factoring company, Carrier must provide notification via certified letter to be received by Broker before such payments may be redirected.

CARRIER: RESPONSIBILITIES

Provide the motor vehicle, equipment, pads, pallets, straps, cargo boxes and other equipment, materials and supplies necessary to perform.

Provide properly trained, safe, qualified and licensed drivers, necessary to perform the Transportation Services.

Transport shipments in strict accordance with the delivery terms of the load confirmation (whether oral or in writing).

Perform the Transportation Services in accordance with all applicable orders, ordinances, rules, regulation, statutes and laws imposed by any local, state or federal government governing the Carrier in general or the SA including but not limited to the safety rules and regulations of the FMCSA ("Laws"). Carrier must give priority to compliance with all laws and regulations and most not interpret any provision of this SA or request or communication from any employee or agent of Broker, shipper, consigner, or Broker's customer(s) to authorize or encourage, directly or by implication, Carrier deviate from any law or regulation applicable to Carrier's operations as a motor carrier. Any directions or instructions given by Broker to Carrier for the transportation of the freight shall be for information and

convenience only, and Carrier retains full control of details of transport of freight assigned to it under this SA.

Pick up and transport all shipments from origin to destination as specified in the bill of lading and the load confirmation. If any discrepancy exists, Carrier will communicate to verify the correct information with Broker and if necessary the load confirmation will be changed and re-issued to reflect the correct information. If Carrier fails to communicate difference(s) with Broker, Carrier shall be held responsible for all expenses and liabilities incurred.

Transport freight on equipment operated only under the authority of Carrier. Carrier shall not in any manner sub-contract, broker, double broker, re-broker, assign, interline 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, Broker has the right to pay freight charges directly to the delivering carrier, in lieu of payment to Carrier, and any payment to Carrier is forfeited. Upon payment of such charges to the delivering carrier, Broker shall have no further obligation to pay freight charges to Carrier. Additionally, If Carrier breaches this provision; Carrier remains liable as this SA, regardless of whether Carrier is actually in possession of the freight when the loss or damage occurs. CARRIER WILL BE LIABLE FOR INCIDENTAL AND CONSEQUENTIAL DAMAGES, INCLUDING REASONABLE ATTORNEY'S FEES, INCURRED BY BROKER AS A RESULT OF CARRIER'S BEACH OF THIS PARAGRAPH.

Obtain and maintain all permits, licenses, certificates or approvals required to comply with all Laws in performance of this SA. Carrier shall provide Broker with reasonable advance written notice if any such permit, license, certificate of approval becomes a subject of judicial or administration action seeking revocation or suspension.

INSURANCE

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

- Public liability and property damage insurance with reputable and financially responsible insurance company insuring CARRIER in an amount not less than \$1,000,000.00 (U.S. Dollars) per occurrence.
- All Risk Broad Form Motor Truck Cargo Legal Liability insurance in an amount not less than \$1,000,000.00 (U.S. Dollars) per occurrence. Such insurance policy shall name Carrier and Broker as insured and provide coverage to BROKER, the Customer or the owner and/or consignee for any, or delay related to any property coming into the possession of CARRIER under this Agreement. The coverage provided under policy shall have no exclusions or restrictions of any type that would foreseeable preclude coverage relating to cargo claims.
- Statutory Workers' Compensation Insurance and Employee Liability Coverage in such amounts and in such form as required by applicable state law.
- CARRIER shall furnish to BROKER written certificates obtained from the insurance CARRIER showing that such insurance has been procured, is being properly maintained, the expiration date, and specifying the written notice of cancellation or modification of the policies shall be given to the BROKER at least (30) days prior to such cancelation or modification. Upon request, CARRIER shall provide BROKER with copies of the applicable insurance policies.

FREIGHT LOSS, DAMAGE OR DELAY

CARRIER shall have the sole and exclusive care, custody, and control of the Customer's property from the time it is delivered to CARRIER for transportation until delivery to the consignee. CARRIER assumes the liability of a common carrier (i.e. Carmack Amendment Liability) for loss, delay damage to or destruction of any and all of the Customer's goods or property while under CARRIER's care, custody, or control. CARRIER shall pay to BROKER, or allow BROKER to deduct from the amount BROKER owes CARRIER, Customer's full actual loss for the kind and quality of commodities so lost, delayed, damaged, or destroyed. CARRIER shall be liable to BROKER for all economic loss, including consequential damages that are incurred by BROKER or the Customer for any freight loss, damage, or delay claim. Payments by CARRIER shall be made within thirty (30) days following receipt by CARRIER of BROKER's or Customer's invoice and supporting documentation for the claim.

CONFIDENTIALITY AND NON-SOLICITATION

Neither party may disclose the terms of this SA to a third party without the written consent of the other party except (1) AS REQUIRED BY LAW OR REGULATION; (2) disclosure is made to its parent, subsidiary, or affiliate company; or (3) to facilitate rating or auditing of transportation charges by an authorized agent and such agent agrees to keep the terms of the SA confidential. CARRIER will not solicit traffic from shipper, consignor, consignee, or Customer of BROKER was first tendered to CARRIER by BROKER. If CARRIER breaches this SA and directly or indirectly solicits traffic from customers of BROKER and obtains traffic from such customer during the term of this SA or for (12) months thereafter, commission in the amount of thirty-five percent (35%) of the transportation revenue resulting from traffic transported for the Customer, and CARRIER shall provide BROKER with all documentation requested by BROKER to verify such transportation revenue.

ASSIGNMENT/MODIFICATION/BENEFIT OF AGREEMENT

This SA may not be assigned or transferred in whole or in part, and supersedes all other agreements and all tariffs, rates, classifications and schedules publishes, filed, or otherwise maintained by CARRIER. This SA shall be binding upon and ensure to the benefit of the parties hereto.

SEVERABILITY

In the event that the operation of any operation of any portion of this SA results in violation of the law, the parties agree that such portion shall be severable and that the remaining provisions of this SA shall continue in full force and effect.

WAIVER

CARRIER and Shipper expressly waive any and all rights and remedies allowed under 49 U.S.C 14101 to the extent that such rights and remedies conflict with this SA. Failure of BROKER to insist upon CARRIER's performance under this SA or to exercise any rights or privilege shall not be a waiver of any BROKER's rights or privileges herein.

DISPUTE RESOLUTION

This SA shall be deemed to have been drawn up in accordance with the statues and laws of California in the event of any disagreement or dispute, the laws of this state shall apply and suit must be brought in this state.

TMA WORLDWIDE CORPORATION:

CARRIER:

PRINT NAME:

CARRIER:

DATE:

DATE: