

## CONFIDENTIAL TRANSPORTATION AGREEMENT

This Confidential Transportation Agreement, effective as of \_\_\_\_\_ ("Effective Date"), is made by and between Challenger Logistics Inc., a licensed transportation broker that controls its customer's freight having its principal facility at 300 Maple Grove Road, Cambridge, ON, N3E 1B7 (hereinafter "BROKER") and \_\_\_\_\_ located in \_\_\_\_\_, a licensed motor carrier that provides transportation and related services under contract (hereinafter "CARRIER").

WHEREAS, BROKER, who arranges with CARRIER to transport goods of another person (or company), for compensation and by commercial motor vehicle and maybe duly registered where required. For purposes of the interline provisions BROKER shall include associated companies.

WHEREAS, CARRIER, as an independent contractor, desires to furnish motor carrier service to BROKER for the transportation of general commodities and represents that it is duly and legally registered and/or licensed, as applicable, as a carrier at the U.S., State, Provincial or Canadian levels, as applicable, which enables it to lawfully engage in its business.

WHEREAS, the term "SHIPPER" is the customer of the BROKER, and is also known but not limited to the terms consignor, consignee and receiver.

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained, the parties hereto agree as follows:

1. **TERMS OF AGREEMENT.** The term of this Agreement shall commence on the Effective Date and shall continue thereafter from year to year unless terminated at any time by either party with or without cause and without penalty on 30 days prior written notice.

Any notice of termination shall be delivered as per section 30 of this Agreement. This Agreement may be terminated immediately for any material breach of any of the terms and conditions of this Agreement, the insolvency of CARRIER or if there is any change in the corporate control of the CARRIER.

2. **BROKERAGE SERVICE.** BROKER intends to tender shipments for certain of Broker's accounts to CARRIER from time to time. At such time CARRIER will advise BROKER if it accepts transportation of the individual shipment.
3. **PERFORMANCE OF SERVICES.** CARRIER agrees to meet BROKER's distinct transit and pricing requirements agreed to by the parties from time to time after the Effective Date as confirmed by the BROKER's issuance of a Tender Sheet. CARRIER further agrees to comply with all of BROKER's reasonable shipping instructions communicated to CARRIER after BROKER's issuance of a Tender Sheet, and to comply with all applicable provisions of any Provincial, Federal, State and/or local law or ordinance and all lawful orders, rules and regulations issued thereunder. CARRIER will perform its services under this Contract in accordance with the highest standards of the industry.
4. **RATES AND CHARGES.** CARRIER represents and warrants that there are no other applicable rates or charges except those set forth on the Tender Sheets issued by BROKER from time to time. Any changes to the rate as set forth on the Tender Sheets must be in writing and signed and dated by both parties. BROKER shall pay CARRIER 30 days after BROKER's receipt of CARRIER's invoice, shipper's bill of lading, signed delivery receipt and other documents which may be required by BROKER or shipper.
5. **EXCLUSIVE CONTROL.** CARRIER shall have sole and exclusive control over the manner in which CARRIER performs the transportation service provided for hereunder, and CARRIER shall utilize such individuals as it may deem necessary in connection therewith, it being understood and agreed that such individuals shall be subject to discharge, discipline, and control solely and exclusively



by CARRIER. CARRIER represents that it is entirely independent and that it is not substantially economically dependent upon the BROKER and there is no functional integration of the BROKER's and the CARRIER's respective operations.

6. **INSURANCE.** CARRIER, at CARRIER's expense, shall maintain during the term of this Agreement, commercial general liability and automobile liability insurance with minimum limits of not less than \$2,000,000.00 (*Two Million Dollars*) per occurrence for personal injury and property damage, and cargo liability insurance with minimum limits of not less than \$500,000 (*Five Hundred Thousand Dollars*) per shipment. Cargo Liability Insurance policies shall not exclude coverage for losses resulting from unattended vehicle or from a trailer detached from the power unit, infidelity, fraud, dishonesty, theft or criminal acts of CARRIER's employees, agents, officers or directors. CARRIER shall also maintain fidelity coverage for all officers and employees in the amount of \$1,000,000 (*One Million Dollars*) per incident. Such coverage shall extend to include all property and cargo entrusted to the CARRIER and any property or cargo for which the CARRIER may be legally liable for. CARRIER shall provide BROKER certificate of insurance naming BROKER as Certificate Holder and Additional Insured, evidencing the foregoing coverage prior to providing any services to BROKER under this Agreement. CARRIER shall provide that said insurance shall not be canceled or materially altered until at least thirty (30) days after written notice is received by BROKER. The CARRIER shall also maintain any insurance coverage's required by any government body for the types of transportation and related services specified.
  - 6.1. BROKER will not accept, directly from the CARRIER, Certificates of Insurance or other means of providing proof of insurance renewals or cancellation notices related to BROKER's Insurance requirements. These must come from CARRIER's insurance producer (agent). All certificates and related documentation must be signed by the insurance producer (agent).
  - 6.2. The stipulated limits of coverage above shall not limit any potential liability to BROKER, and failure to deliver certificates of insurance or BROKER's failure to request delivery shall in no way be construed to be a waiver of CARRIER's obligation to provide the insurance coverages.
  - 6.3. CARRIER hereby waives all right to claim against BROKER with respect to any bodily injury, personal injury, losses or damages to real or personal property howsoever caused. CARRIER hereby waives all rights of subrogation against BROKER on behalf of any insurance company insuring its interests. CARRIER shall be responsible for paying any additional premium that may be charged by its insurer for such waiver.
7. **CARGO LIABILITY.** CARRIER assumes liability as a common carrier for loss, damage to or destruction of the goods entrusted to it or its subcontractor's care, custody or control. The measurement of the loss, damage or injury to commodities shall be the Shipper's invoice value applicable to the kind and quantity of Commodities so lost, damaged or destroyed. CARRIER shall not allow any of the goods tendered to CARRIER to be sold or made available for sale or otherwise disposed of in salvage markets, employee stores or any other secondary outlets without BROKER's prior written consent. CARRIER agrees to either pay or settle all cargo claims within 30 days of the receipt of a documented claim. CARRIER agrees to notify BROKER's Claims Department immediately whenever an accident or potential cargo claim occurs. Provincial, State or Federal tariffs or legislation limiting CARRIER'S liability shall have no application to shipments entrusted to the CARRIER.
8. **RIGHT TO SET OFF CLAIMS.** BROKER shall have the right to set off claims for loss, damage or delay, and claims for overcharge or duplicate payment, against freight or other charges owed to CARRIER. CARRIER shall have no lien for the retention of freight to secure payment of freight charges.
9. **C-TPAT/PIP Certification/Security Requirements.** CARRIER shall confirm in writing whether or not it is C-TPAT or PIP certified. If CARRIER is C-TPAT or PIP certified, CARRIER shall provide a copy of documentation verifying the certification to BROKER. If CARRIER transports goods into the United States or Canada or on behalf of BROKER, the following provisions are also applicable:

- 9.1. CARRIER shall be C-TPAT certified for shipment going into the United States and PIP certified for shipment going into Canada, or, if not certified, shall comply with the security criteria established by the Customs & Border Protection Agency (CBP) and Canada Border Service Agency (CBSA).
  - 9.2. CARRIER shall not assign or subcontract its performance under this Agreement to any party that does not comply with CBP & CBSA security criteria. CARRIER accepts responsibility for the security of the shipment under CBP and CBSA guidelines from the shipping point until the goods are delivered to the agreed destination, and shall have effective controls and process in place which is consistent with CBP and CBSA security criteria to insure that integrity of the shipment.
  - 9.3. CARRIER must have an employee identification system in place for positive identification and access control purposes. Consistent with Provincial, Federal, State and local regulations, background checks and investigations should be conducted for prospective employees and contract drivers.
  - 9.4. CARRIER shall ensure that a high security seal is affixed to all loaded trailers bound for the U.S. or Canada. All seals must meet or exceed the current PAS ISO 17712 standards for high security seals. CARRIER will immediately report any seal changes and the reason for such changes, or the discovery of a broken or altered seal, to BROKER and to the Customs Representative at the point of entry.
  - 9.5. The above is not all inclusive as to the requirements set out by C-TPAT or PIP, and only outlines some of the security requirements a highway CARRIER must comply with. CARRIER agrees to review the security criteria set out by both CBP and CBSA and to ensure that they have the proper security measures in place.
10. **NON BILLING OF SHIPPER/CONSIGNEE.** CARRIER agrees that it shall not bill the shipper/consignee or any third party directly nor shall it accept payment from any Shipper/Consignee or any third party for providing transportation under this Agreement. CARRIER waives any tariff or legislated right to sue or pursue the Shipper/Consignee for amounts owing to it.
  11. **NO BACK SOLICITATION.** CARRIER shall not solicit traffic from any shipper, consignor, consignee or customer of BROKER where (1) the availability of such traffic first became known to CARRIER as a result of BROKER's efforts, or (2) where the traffic of the shipper, consignor, consignee or customer of the BROKER was first tendered to the CARRIER by the BROKER. If CARRIER breaches this Agreement and "back-solicits" the BROKER's customers, and obtains traffic from such a customer, the BROKER then is entitled, for a period of 12 (twelve) months after the involved traffic first begins to move, to a commission from the CARRIER of fifteen (15) percent of the gross transportation revenue received on the movement of the traffic.
  12. **SHIPPER LOAD AND COUNT.** No shipments will be considered Shipper Load and Count (SLC). CARRIER's failure to count and note any shortages or damage on the origin Bill of Lading will result in CARRIER liability for all such damages and shortages.
  13. **HEALTH & SAFETY.** The CARRIER is responsible to ensure each CARRIER's employee/driver/worker receives orientation to his/her job duties, including specific safety requirements, prior to beginning the assignment. No CARRIER employee/driver/worker will be placed on equipment or instructed to perform duties for which they do not have the skill or training to perform safely.
  14. **BROKER'S EQUIPMENT.** Equipment of BROKER's related company, from time to time, will be tendered by BROKER to CARRIER for use in transporting specified interline cargo between points in North America. Equipment is defined to include trailers, together with parts, accessories and attachments. Interline cargo is defined as cargo moving between points in North America. If such equipment is used, the following terms shall apply:
    - 14.1. BROKER makes no warranty or representation, express or implied, as to the condition of roadworthiness or merchantability of the equipment for any purpose or use whatsoever and CARRIER, by virtue of accepting delivery of each unit of equipment,

accepts each unit of equipment at its own risk. Except as otherwise provided in this Agreement, CARRIER's sole remedy for any defect of any equipment shall be the return of such equipment to BROKER.

- 14.2. Equipment and any interline cargo on board will be inspected at point of tender and CARRIER and BROKER will execute a receipt and inspection report covering the equipment and any interline cargo at that time. CARRIER may reject the tender of the equipment. CARRIER will be responsible for returning the equipment to the location of tender or other location agreed to in writing by BROKER and CARRIER. Equipment and any interline cargo on board will be inspected at point of return. CARRIER and BROKER will execute a receipt and inspection report covering the equipment and any interline cargo at that time.
- 14.3. CARRIER will assume exclusive possession and control of the equipment at time of tender for all purposes. CARRIER will assume all cost of operation and risk of loss while the equipment is in CARRIER's exclusive possession and control. The equipment shall remain in CARRIER's exclusive possession and control until time of return.
- 14.4. The receipt and inspection report shall be in the form attached. It shall be deemed to establish, for all purposes, the time at which exclusive possession and control of the equipment passes between CARRIER and BROKER, and the condition of the equipment and any interline cargo at that time.
- 14.5. CARRIER's failure to return the equipment to BROKER at point of tender without written authorization from BROKER shall result in the imposition of a liquidated damage charge payable by the CARRIER to BROKER in the amount of twenty-five Dollars (\$25.00) per day. In no event will the liquidated damage charge exceed the scheduled value of the equipment.
- 14.6. CARRIER will be responsible for and assume the cost and expense of returning the equipment to BROKER at point of tender in the same condition as it was received, ordinary wear and tear excepted. CARRIER will bear the cost and expense of all maintenance and repair to the equipment while in its exclusive possession and control. When equipment is returned with no interline cargo on board, CARRIER will be responsible for and assume the cost and expense of returning it in clean loadable condition, all dunnage, debris and contamination having been removed.
- 14.7. CARRIER will be responsible for and assume the risk for any loss or damage occurring to the equipment from the time of tender to the time of return. CARRIER will immediately notify BROKER if the equipment is lost or damaged. If the equipment is lost, CARRIER will pay BROKER the equipment's scheduled value. A schedule will be agreed to in writing by BROKER and the CARRIER establishing the value of the equipment for this purpose. If the equipment is damaged, CARRIER may either repair the equipment or pay BROKER the equipment's scheduled value. In addition, where the items of equipment lost or damaged consists of tires, tubes, chains, binders, load locks or tarps, the CARRIER may replace these items of equipment with undamaged equipment of like quality. BROKER may reject nonconforming replacement of items of equipment at time of return of the equipment.
15. **WORKERS' COMPENSATION BOARD.** CARRIER agrees to be exclusively responsible for the Worker's Compensation insurance of its employees and to warrant, indemnify and save harmless the BROKER against any claims or legal actions or decisions in this regard. If any direct claim for Worker's Compensation benefits or awards or any other claims arising from employment are asserted against the BROKER by any of said employees or, in the event of death, by their personal representatives, then the CARRIER shall indemnify and hold the BROKER harmless from and against any such claim(s) to the extent of all benefits and awards, costs of litigation, disbursements and reasonable attorney's fees the BROKER may incur in connection therewith. At the BROKER'S option and upon written notice, CARRIER will undertake to defend the BROKER against such claim(s). CARRIER shall comply with the Workplace Safety and Insurance Board Act or other workers compensation legislation and will provide BROKER with a copy of a Workplace Safety and Insurance Board (or other Board's) Clearance Certificate.
16. **CARRIER EQUIPMENT.** CARRIER agrees to ensure the equipment condition complies with all pertinent rules and specifications set forth in the National Safety Code of Canada and with all other applicable provisions of Provincial, Federal, State and/or Local

law or ordinance and all lawful orders, rules and regulations issued thereunder. CARRIER'S equipment offered to BROKER for loading of the commodities to be transported is to be clean, order-free, dry, leak proof and free of contamination, dunnage and infestation. CARRIER shall at its sole cost and expense furnish all tires and other parts supplies and equipment necessary or required for the safe and efficient operation and maintenance of the equipment. CARRIER shall pay all expenses of every nature, including the expense of road service and repair, in connection with the use and operation of the equipment and shall, at its sole cost and expense, at all times during the term of this Agreement, maintain the equipment in good repair, mechanical condition and appearance.

If the condition or type of equipment is reasonably deemed by the BROKER not suitable or roadworthy and where this information is properly communicated to the CARRIER, the CARRIER will either replace the equipment or repair it within 24 hours of said communication. If this equipment is not replaced or repaired to BROKER'S reasonable satisfaction, this occurrence will be deemed a breach of this Agreement, if this situation is confirmed by a qualified licensed service technician.

**CALIFORNIA AIR RESOURCES BOARD COMPLIANCE.** On behalf of the Shipper, Consignee and Broker interests, to the extent that any shipment subject to this Agreement are transported within the State of California, Carrier warrants that:

- a. All 53 foot trailers, including both dry-van and refrigerated equipment it operates and the Heavy-Duty tractors that haul them within California under this Agreement is in compliance with the California Air Resources Board (CARB) Heavy-Duty Vehicle Greenhouse Gas (Tractor-Trailer GHG) Emission Reduction Regulations.
- b. All refrigerated equipment it operates within California under this Agreement is in full compliance with the California Air Research Board (CARB) TRU ACTM in-use regulations.
- c. Carrier shall be liable to Broker for any penalties, or any other liability, imposed on, or assumed by Broker due to penalties imposed on Brokers' Customers use of non-compliant equipment.

17. **CARRIER PERSONNEL.** The parties mutually acknowledge that the CARRIER is an independent contractor for the BROKER. In no event shall an employee/owner operator hired by the CARRIER be considered an employee/owner operator or agent of the BROKER. Neither party shall have any authority to create any obligation, expressed or implied, on behalf of the other. CARRIER shall at its sole cost and expense, employ competent, able, trained, licensed drivers and other personnel, labour, supervision, clerical services and facilities necessary to perform the transportation services.

Drivers must possess a current applicable drivers license, and must be legally qualified under all Provincial and Federal Canadian and U.S. Federal and State regulations (where applicable) according to the territory covered, to drive vehicles owned or leased either by the BROKER or by the CARRIER.

18. **PERMITS/LICENSES.** CARRIER has obtained or shall obtain at CARRIER'S sole expense all permits licenses, certificates, authorities or approvals required to comply with all Laws in the performance of this Agreement. CARRIER undertakes to provide BROKER before the commencement date of this Agreement and each renewal date, a copy of their Operating Authority, C-TPAT/PIP certification, HAZMAT permits, Certificate of Insurance in the amounts foreseen in Section 6 of this Agreement, Workers' Compensation Insurance Certificate/Clearance, CVOR rating and DOT rating. CARRIER shall provide BROKER with reasonable advance written notice if any such permits, license, certificate or approval becomes a subject of judicial or administrative action seeking revocation or suspension. CARRIER will terminate the assignment of any driver supplied by the CARRIER to the BROKER if the BROKER finds, in its sole discretion, that (1) such driver(s) does not comply with the BROKER'S operational rules and regulations with respect to their driving assignments, or (2) such driver(s) conducts himself in such a way as to result in an increased safety hazard or augmented premium on any insurance policy or policies carried by the BROKER, or (3) such driver(s) health is at

any time less than required for the work involved, or (4) such driver(s) is not or fails to continue to be duly licensed, or (5) such driver(s) are not competent.

CARRIER warrants that it does not have an "Unsatisfactory" safety rating issued by the Federal Motor Carrier Safety Administration, US Department of Transportation or any Provincial regulatory authority and will notify BROKER in writing immediately if its safety rating is changed to "Unsatisfactory" or Conditional".

19. **BONDING.** CARRIER will provide the BROKER with bonding for the CARRIER'S individual employees/owner operators that covers dishonest acts of the CARRIER or employees of the CARRIER.
20. **TAXES AND CONTRIBUTIONS.** CARRIER shall have exclusive liability for payment of local, provincial and federal payroll taxes or contribution for unemployment insurance, workmen's compensation, old age pensions, social security, and/or similar obligations however titled for each person employed or contracted by the CARRIER and agrees to comply with all applicable rules and regulations pertaining to such obligations.
21. **PROMPT SERVICE.** Except for FORCE MAJEURE situations as outlined in section 22, CARRIER shall promptly and efficiently receive, transport and deliver safely, within BROKER's established schedules and without delay, the goods entrusted to it hereunder, whether received from BROKER or from third parties at the request of BROKER. CARRIER agrees to expedite shipments when so requested by BROKER and deliver them in like good order and condition to the named consignees. If BROKER receives "charge backs" from consignees due to CARRIER's failure to keep delivery appointments or incurs additional costs for expediting shipments due to CARRIER's failure to meet delivery schedules, CARRIER shall reimburse BROKER for same and BROKER may deduct such charges back from monies owing to CARRIER.
22. **FORCE MAJEURE.** The CARRIER shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the CARRIER and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, and unusually severe weather. The CARRIER shall notify the BROKER as soon as it is reasonably possible after the commencement of any force majeure, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly notify the BROKER of the cessation of such occurrence.
23. **INTERLINING; SUBSTITUTED SERVICE.** CARRIER agrees not to interline or use other motor carriers, or brokers, or to use "substituted services" by rail for BROKER's goods without prior written agreement of BROKER. If CARRIER breaches this provision, 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 liabilities to BROKER under this Agreement and shall be liable for any consequential damages for breach of this paragraph. When for CARRIER's convenience, CARRIER elects to use a pickup or delivery agent to serve a point it is authorized to serve, CARRIER may do so at its expense, in which case CARRIER shall continue to be fully liable for any loss, damage or delay to said shipments. If CARRIER uses a substituted service of any type, with or without BROKER's permission, CARRIER agrees to remain liable for any loss, damage, liability or delay to SHIPPER's property incurred in transit to the same extent that CARRIER would be liable if it performed the transportation directly.
24. **SUPPORT SERVICES.** CARRIER will provide support services peripheral to the actual transportation of each shipment including, but not limited to, dispatch, tracing, expediting, and re-consigning and delivery confirmation.
25. **INDEMNIFICATION.** CARRIER shall at all times indemnify, defend and hold harmless BROKER, its agents, customers and employees harmless from any and all claims including reasonable legal fees arising from the services provided hereunder (including, without limitation, claims for personal injury, death and damage to property, clean-up costs from commodity spills and damage to the environment, whether or not caused by BROKER's customer's packaging, loading or other acts) asserted against BROKER, its agents, customers and



employees (a) by any agent or employee of CARRIER or (b) by any other person. CARRIER's indemnification and hold harmless will not apply to the prorated extent that any claim is attributable to the negligence or other wrongful conduct of BROKER or BROKER's Customer. The provisions of this paragraph shall survive cancellation, termination, or expiration of this Agreement.

26. **BILLS OF LADING.** CARRIER shall issue a Bill of Lading in the form and with the information prescribed by the Province of Ontario for general freight cargo upon receipt of any load. In the event of a conflict between the terms of this Agreement and those of the Bill of Lading the terms of this Agreement shall govern. The CARRIER is hereby authorized to print a Bill of Lading as agent for the BROKER for use in this Agreement

The CARRIER, providing delivery from a pick up location to a consignee, shall:

- Obtain the consignee's signature on the Bill of Lading, as acknowledgement of receipt of the cargo;
- Retain the Bill of Lading and any other documents for subsequent review by the BROKER; and
- Provide the Consignee with a copy of the Bill of Lading for the cargo delivered.
- The Bill of Lading shall include a statement to the effect that the Bill of Lading is "Subject to Confidential Transportation Agreement". The inadvertent omission of any such insertion shall not be deemed to be a breach of this Agreement and shall not invalidate any of the terms, provisions and conditions hereof.

27. **DELIVERY RECEIPT.** CARRIER shall obtain an acknowledgement of delivery for all shipments by notation on the bill of lading or delivery receipt, signed and dated by the consignee.

28. **COD SHIPMENTS.** CARRIER agrees to collect in cash or by certified check for all "COD" shipments prior to delivery of such shipments to the consignee. Monies or checks collected, whether on COD shipments or otherwise, shall be kept separate and apart from all other monies and turned over promptly to BROKER, but in no event later than 10 days from collection.

29. **CONFLICT BETWEEN AGREEMENT AND BILL OF LADING.** To the extent any term or condition of such bill of lading or receipt conflicts in any way with any term or condition of this Agreement, this Agreement shall govern.

30. **NOTICES.** All notices, requests, demands or other communications herein shall be provided in writing and delivered or served to such other party at the following addresses:

**BROKER:**  
Challenger Logistics Inc:  
300 Maple Grove Road  
Cambridge, ON, N3E 1B7

**CARRIER:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



or at such other addresses as may be given by any of them to the others and such notices, requests, demands, acceptances or other communications shall be deemed to have been received when delivered or, if mailed, received four (4) days after the mailing thereof. In lieu of delivery or mailing, any notice may be given by sending a facsimile copy by telephone transmission to the fax numbers indicated. Any notice sent by telephone transmission shall be deemed to have been received immediately following completion of the successful transmission thereof except that any transmission originating after 4:00 p.m. or on a non-business day shall be deemed to be received at 9:00 a.m. on the first next occurring business day.

31. **SEVERABILITY.** If any section, subsection, sentence or clause of this Agreement shall be adjudged illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of the Agreement as a whole or of any section, subsection, sentence or clause hereof not so adjudged. The parties will endeavor to replace the invalid or null and void provisions by those, which correspond best to the intentions of the parties hereto.



32. **AUDITS.** The BROKER reserves the rights to verify or to have its representatives verify the CARRIER'S fees charged and other information relevant to invoices submitted by the CARRIER with respect to the services provided by the CARRIER under this Agreement and the CARRIER agrees to cooperate fully with any of such audits or requests for information by BROKER. In addition to the foregoing, on a routine basis the request for verification of costs and fees may be made through the BROKER or its representatives in which event the CARRIER will provide information so requested within a reasonable time period.
33. **CONFIDENTIALITY.** As part of the business relationship between CARRIER and BROKER, CARRIER may be in or come into possession of information or data, which constitute trade secrets, know-how, confidential information or are otherwise considered secret by BROKER (hereinafter "Information"). In consideration of the receipt of such Information and potential business, CARRIER agrees to maintain such Information in the utmost of confidence; to use such solely in connection with such business relationship; and to take all measures necessary to protect such Information.
34. **JURISDICTION AND LAW.** The validity, interpretation and performance of this Contact shall be governed and construed in accordance with the Laws of the Province of Ontario. Any dispute under this Agreement shall be heard under the exclusive jurisdiction of the courts of the Province of Ontario.

The parties mutually acknowledge and agree that they shall not raise in connection therewith, and hereby waive, any defense based upon venue, inconvenience of forum, lack of personal jurisdiction, or the like in any action or suit brought in accordance with the foregoing.

35. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon the successors and assigns of the parties hereto. The CARRIER shall not assign this Agreement or any portion thereof to any other party without the prior written consent of the BROKER. In the event of any permitted assignment, the CARRIER shall remain liable for the performance of the obligations of the CARRIER or the permitted assignee under the Agreement.
36. **ENTIRE AGREEMENT.** This Agreement, together with the Tender Sheets issued by BROKER after the parties' execution of the Agreement, constitutes the entire Agreement between the parties. Any material of CARRIER that is in conflict with this Agreement shall be deemed deleted. This Agreement supersedes any and all prior Agreements, whether written or oral, that may exist between the parties. No terms, conditions, prior course of dealing, course of performance, usage of trade, understanding or agreement purporting to modify, vary, supplement or explain any provision of the Agreement shall be effective unless in writing, signed by representatives of both parties authorized to amend this Agreement. In no event shall the preprinted terms or conditions found on any CARRIERs documents or acknowledgments be considered an amendment or modification of this Agreement even if such documents are signed by representative of both parties; such preprinted terms or conditions shall be considered null and of no effect. The parties acknowledge that they have read and understand this Confidential Transportation Agreement and agree willingly to its terms. The parties herewith expressly stipulate that they wish this Agreement to be in English.



IN WITNESS WHEREOF, the undersigned individuals have executed this Agreement at Cambridge, Ontario, Canada as of the Effective Date, and by doing so, represent and warrant that they have been or are specifically authorized to do so, on behalf of the organization they represent.

BROKER: CHALLENGER LOGISTICS INC.

CARRIER: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Title \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_