

ATG CARRIER BROKER AGREEMENT TERMS

1. CARRIER REPRESENTS AND WARRANTS THAT IT:

A. is an operator of commercial motor vehicles and/or a motor carrier, authorized to provide the transportation of goods under contracts with CUSTOMERs and receivers and/or APPS CARTAGE INC. DBA APPS TRANSPORT GROUPs of materials, wares, merchandise and general commodities, and

B. shall transport the goods (property), under its own Operating Authority and subject to the terms of this Agreement, and

C. agrees that a CUSTOMER's insertion of APPS CARTAGE INC. DBA APPS TRANSPORT GROUP's name as the carrier on a bill of lading shall be for the CUSTOMER's convenience only and shall not change APPS CARTAGE INC. DBA APPS TRANSPORT GROUP's or CARRIER's status as defined above, and

D. will not re-broker, assign or interline the shipments hereunder, without prior written consent of APPS CARTAGE INC. DBA APPS TRANSPORT GROUP. If CARRIER breaches this provision, APPS CARTAGE INC. DBA APPS TRANSPORT GROUP shall have the right of paying the monies it owes CARRIER directly to the delivering carrier, in lieu of payment to CARRIER. Upon APPS CARTAGE INC. DBA APPS TRANSPORT GROUP's payment to delivering carrier, CARRIER shall not be released from any liability to APPS CARTAGE INC. DBA APPS TRANSPORT GROUP under this Agreement. In addition to the indemnity obligation in Par 1.H, CARRIER will be liable for consequential damages for violation of this Paragraph, and

E. is in, and shall maintain compliance during the term of this Agreement, with all applicable federal, provincial (or state) and local laws relating to the provision of its services including, but not limited to: transportation of Dangerous Goods (or Hazardous Materials), (including the licensing and training of drivers), to the extent that any shipments hereunder constitute Dangerous Goods (or Hazardous Materials); security regulations; customs 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; maintenance and control of the means and method of transportation including, but not limited to, performance of its drivers, and

F. CARRIER will provide copies of Operating Authorities upon acceptance of any tender and then annually and shall notify APPS CARTAGE INC. DBA APPS TRANSPORT GROUP immediately if any Operating Authority is revoked, suspended or rendered inactive for any reason; and/or if it is sold, or if there is a change in control of ownership, and/or any insurance required hereunder is threatened to be or is terminated, cancelled, suspended, or revoked for any reason, and

G. CARRIER shall defend, indemnify and hold APPS CARTAGE INC. DBA APPS TRANSPORT GROUP and its CUSTOMER harmless from any claims, actions or damages, arising out of its performance under this Agreement, including cargo loss and damage, theft, delay, damage to property, and personal injury or death. APPS CARTAGE INC. DBA APPS TRANSPORT GROUP shall not be liable to the CARRIER for any claims, actions or damages due to the negligence of the CUSTOMER. The obligation to defend shall include all costs of defense as they accrue, and

H. has a "satisfactory" or analogous safety rating issued by any provincial or federal regulatory authority in any and all jurisdictions in which the CARRIER operates and will notify APPS CARTAGE INC. DBA APPS TRANSPORT GROUP in writing immediately if its safety rating is changed to "Unsatisfactory" or "Conditional" or other such analogous term, and

I. authorizes APPS CARTAGE INC. DBA APPS TRANSPORT GROUP to invoice CARRIER's freight charges to CUSTOMER or third parties responsible for payment, and

2. APPS CARTAGE INC. DBA APPS TRANSPORT GROUP RESPONSIBILITIES:

A. RATES: The CARRIER may provide a rate sheet to APPS CARTAGE INC. DBA APPS TRANSPORT GROUP which shall be valid until the CARRIER cancels the rates with written notice to APPS CARTAGE INC. DBA APPS TRANSPORT GROUP. Rates or charges, including but not limited to stop-offs, detention, loading or unloading, fuel surcharges, or other accessorial charges, released rates or values, or tariff rules or circulars, shall only be valid when specifically agreed to in writing by the Parties on a shipment by shipment basis. All rates provided to the APPS CARTAGE INC. DBA APPS TRANSPORT GROUP are deemed to be ALL IN unless otherwise specified.

B. SHIPMENTS, BILLING & RATES: APPS CARTAGE INC. DBA APPS TRANSPORT GROUP agrees to solicit and obtain freight transportation business for CARRIER to the mutual benefit of CARRIER and APPS CARTAGE INC. DBA APPS TRANSPORT GROUP. APPS CARTAGE INC. DBA APPS TRANSPORT GROUP shall inform CARRIER of (a) place of origin and destination of all shipments; and (b) if applicable, any special shipping instructions or special equipment requirements, of which APPS CARTAGE INC. DBA APPS TRANSPORT GROUP has been timely notified.

C. APPS CARTAGE INC. DBA APPS TRANSPORT GROUP agrees to conduct all billing services to CUSTOMER. CARRIER shall invoice APPS CARTAGE INC. DBA APPS TRANSPORT GROUP for its charges, as mutually agreed in writing, by email or fax, or as otherwise incorporated herein by reference. Additional rates for truckload or LTL shipments, or modifications or amendments of the above rates, or additional rates, may be established to meet changing market conditions, CUSTOMER requirements, APPS CARTAGE INC. DBA APPS TRANSPORT GROUP requirements, and/or specific shipping schedules as mutually agreed upon, and shall be confirmed by email or other written means.

D. PAYMENT:

i. The Parties agree that APPS CARTAGE INC. DBA APPS TRANSPORT GROUP is the sole party responsible for payment CARRIER's charges. Failure of APPS CARTAGE INC. DBA APPS TRANSPORT GROUP to collect payment from its customer shall not exonerate APPS CARTAGE INC. DBA APPS TRANSPORT GROUP of its obligation to pay CARRIER. CARRIER hereby waives the requirement under any applicable statute or regulation for APPS CARTAGE INC. DBA APPS TRANSPORT GROUP to maintain a trust account or be subject to any trust obligations in respect of moneys owed to CARRIER hereunder. APPS CARTAGE INC. DBA APPS TRANSPORT GROUP agrees to pay CARRIER's invoice within thirty (30) days of receipt of the bill of lading or proof of delivery, provided CARRIER is not in default under the terms of this Agreement.

ii. Payment and other disputes are subject to the terms of Par 4.D, which provides in part that prevailing parties are entitled to recovery of costs, expenses and reasonable attorney fees.

3. CARRIER RESPONSIBILITIES:

A. EQUIPMENT: Subject to its representations and warranties in Paragraph 1 above, CARRIER agrees to provide the necessary equipment and qualified personnel for completion of the transportation services required for APPS CARTAGE INC. DBA APPS TRANSPORT GROUP and/or its customers. CARRIER will not supply equipment that has been used to transport hazardous wastes, solid or liquid. CARRIER agrees that all shipments will be transported and delivered with reasonable dispatch, or as otherwise agreed in writing.

B. BILLS OF LADING: CARRIER shall issue a Uniform Bill of Lading for the property it receives for transportation under this Agreement. Unless otherwise agreed in writing, CARRIER shall become fully responsible/liable for the freight when it takes/receives possession thereof, and the trailer(s) is 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 of the shipment to the consignee and the consignee signs the bill of lading or delivery receipt. Any terms of the bill of lading (including but not limited to payment terms) inconsistent with the terms of this Agreement shall be controlled by the terms of this Agreement. 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.

C. LOSS & DAMAGE CLAIMS:

i. CARRIER shall comply with any applicable federal, state or provincial regulatory agency, for processing all loss and damage claims and salvage

ii. CARRIER liability for any cargo damage, loss or theft from any cause shall be determined under the laws of the jurisdiction in which the shipment originated. It is agreed that in respect of shipments from a Canadian origin that the APPS CARTAGE INC. DBA APPS TRANSPORT GROUP on behalf of the CUSTOMER is deemed to have declared the full value of the shipment for the carriage on the bill of lading, and in this regard the CARRIER shall have full liability for cargo damage, loss or theft.

iii. Special Damages: CARRIER indemnification liability for freight loss and damage claims shall include legal fees which shall constitute special damages, the risk of which is expressly assumed by CARRIER, and which shall not be limited by any liability of CARRIER.

iv. Neither Party shall be liable to the other for consequential damages without prior written notification of the risk of loss and its approximate financial amount, and agreement to assume such responsibility in writing.

D. INSURANCE: CARRIER shall furnish APPS CARTAGE INC. DBA APPS TRANSPORT GROUP with Certificate(s) of Insurance, or insurance policies upon signing which will be attached as Appendix C and then annually upon renewal of same and shall provide thirty (30) days advance written notice of cancellation or termination, and unless otherwise agreed, subject to the following minimum limits: Public liability \$1,000,000; motor vehicle (including hired and non-owned vehicles), property damage, and personal injury liability \$1,000,000 or \$2,000,000 if transporting hazardous materials and/or dangerous goods including environmental damages due to release or discharge of hazardous substances); cargo damage/loss \$150,000; workers' compensation with limits required by law. Except for the higher coverage limits which may be specified above, the insurance policies shall comply with minimum requirements of the all applicable federal, state or provincial laws or regulations. Nothing in this Agreement shall be construed to avoid CARRIERS liability due to any exclusion or deductible in any insurance policy.

E. ASSIGNMENT OF RIGHTS: CARRIER automatically assigns to APPS CARTAGE INC. DBA APPS TRANSPORT GROUP all its rights to collect freight charges from CUSTOMER or any responsible third party on receipt of payment from APPS CARTAGE INC. DBA APPS TRANSPORT GROUP.

4. MISCELLANEOUS:

A. INDEPENDENT CONTRACTOR: It is understood and agreed that the relationship between APPS CARTAGE INC. DBA APPS TRANSPORT GROUP and CARRIER is that of independent contractor and that no employer/employee relationship exists or is intended. APPS CARTAGE INC. DBA APPS TRANSPORT GROUP has no control of any kind over CARRIER, including but not limited to routing of freight, and nothing contained herein shall be construed to be inconsistent with this provision.

B. NON-EXCLUSIVE: CARRIER and APPS CARTAGE INC. DBA APPS TRANSPORT GROUP acknowledge and agree that this contract does not bind the respective Parties to exclusive services to each other. Either

party may enter into similar agreements with other carriers, APPS CARTAGE INC. DBA APPS TRANSPORT GROUPS, or freight forwarders.

C. 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.

D. DISPUTES: In the event of a dispute arising out of this Agreement, including but not limited to Federal, State or Provincial statutory claims, the Party's sole recourse (except as provided below) shall be to arbitration. Proceedings shall be conducted under the rules of the ADR Institute of Ontario (ADR) upon mutual agreement of the Parties, or if no agreement, then at APPS CARTAGE INC. DBA APPS TRANSPORT GROUP's sole discretion. Arbitration proceedings shall be started within eighteen (18) months from the date of delivery or scheduled date of delivery of the freight, whichever is later. Upon agreement of the Parties, arbitration proceedings may be conducted outside of the administrative control of the ADR. The decision of the arbitrators shall be binding and final and the award of the arbitrator may be entered as judgment in any court of competent jurisdiction. The prevailing party shall be entitled to recovery of costs, expenses and reasonable attorney fees as well as those incurred in any action for injunctive relief, or in the event further legal action is taken to enforce the award of arbitrators. Arbitration proceedings shall be conducted at the office of the ADR nearest the offices of the APPS CARTAGE INC. DBA APPS TRANSPORT GROUP or such other place as mutually agreed upon in writing or directed by the acting arbitration association, provided, however, either Party may apply to a court of competent jurisdiction for injunctive relief. Venue and controlling law for any such action shall be Ontario. The arbitration provisions of this paragraph shall not apply to enforcement of the award of arbitration.

E. NO BACK SOLICITATION:

i. Unless otherwise agreed in writing, CARRIER shall not knowingly solicit freight shipments during this agreement or for a period of 24 months following termination of this agreement for any reason, from any CUSTOMER of APPS CARTAGE INC. DBA APPS TRANSPORT GROUP.

ii. In the event of breach of this provision, APPS CARTAGE INC. DBA APPS TRANSPORT GROUP shall be entitled, for a period of 36 months following delivery of the last shipment transported by CARRIER under this Agreement, to a commission of twenty percent (20%) of the gross transportation revenue (as evidenced by freight bills) received by CARRIER for the transportation of said freight as liquidated damages. Additionally, APPS CARTAGE INC. DBA APPS TRANSPORT GROUP may seek injunctive relief and in the event it is successful, CARRIER shall be liable for all costs and expenses incurred by APPS CARTAGE INC. DBA APPS TRANSPORT GROUP, including, but not limited to, reasonable attorney's fees.

F. CONFIDENTIALITY:

i. In addition to Confidential Information protected by law, statutory or otherwise, the Parties agree that all of their financial information and that of their customers, including but not limited to freight and APPS CARTAGE INC. DBA APPS TRANSPORT GROUP rates, amounts received for APPS CARTAGE INC. DBA APPS TRANSPORT GROUP services, amounts of freight charges collected, freight volume requirements, as well as personal customer information, customer shipping or other logistics requirements shared or learned between the Parties and their customers, shall be treated as Confidential, and shall not be disclosed or used for any reason without prior written consent.

ii. In the event of violation of this Confidentiality paragraph, the Parties and agree that the remedy at law, including monetary damages, may be inadequate and that the Parties shall be entitled, in addition to any other remedy they may have, to an injunction restraining the violating Party from further violation of this Agreement in which case the prevailing Party shall be liable for all costs and expenses incurred, including but not limited to reasonable attorney's fees.

G. MODIFICATION: These terms may not be amended, except by mutual written agreement.

H. NOTICES:

- i. All notices provided or required by this Agreement, shall be made in writing and delivered, return receipt requested, to the addresses shown herein with postage prepaid; or by confirmed (electronically acknowledged on paper) fax.
- ii. THE PARTIES shall promptly notify each other of any claim that is asserted against either of them by anyone arising out of the Parties performance of this Agreement.
- iii. 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.

I. SEVERANCE/SURVIVAL: In the event any of the terms of this Agreement are determined to be invalid or unenforceable, no other terms shall be affected and the unaffected terms shall remain valid and enforceable as written. The representations, rights and obligations of the parties hereunder shall survive termination of this Agreement for any reason.

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

M. EMAIL CONSENT: The Parties to this Agreement are authorized to email each other at the numbers shown herein, (or otherwise modified in writing from time to time) shipment availabilities, equipment and rate promotions, or any advertisements of new services.

N. ENTIRE AGREEMENT: Except for Exhibit B and its amendments, and unless otherwise agreed in writing, this Agreement 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 its terms, and that no extrinsic evidence may be introduced to reform this Agreement in any judicial or arbitration proceeding involving this Agreement.

THE carrier agrees that by accepting any load tender or dispatch the carrier is bound by the terms of this agreement.