

This contract made this ____ day of _____, 20____, by and between _____, located at _____, a domestic corporation, hereinafter called "SHIPPER", and Frayt Logistics Technologies LLC, located at 1311 Vine St., Cincinnati, OH 45202, a domestic Limited Liability Company, hereinafter called "BROKER".

Whereas Broker is engaged in the business of placing loads, tendered to it by shipper, for transportation with carriers by motor vehicle; and

Broker desires to provide its transportation services on behalf of the Shipper for the interstate, intrastate and foreign transportation of commodities as more specifically described hereinafter; and

Shipper desires to avail itself of such service.

Now, therefore, in consideration of the mutual agreements herein contained, and the compensation that the Broker will receive from the monies that are paid for the transportation, the parties agree as follows:

TERMS:

This Agreement shall be for one (1) year and shall automatically be renewed for successive one (1) year periods; provided, however, that this Agreement may be terminated without cause at any time by giving thirty (30) days prior written notice to the other Party.

BROKER COMPLIANCE:

Broker represents that it is duly authorized to perform such services for compensation under a license issued to it by the Federal Motor Carrier Safety Administration (FMCSA) in Docket No. MC-1095959; and that it holds an effective Surety Bond or Trust Fund Agreement under 49 U.S.C. 10927(b) and 49 C.F.R. 1045; and that it shall engage only the services of motor carriers duly authorized and insured in accordance with the laws and regulations of the appropriate federal and/or state regulatory agencies including but not limited to the Federal Motor Carrier Safety Administration and the United States Department of Transportation.

Broker functions as an independent entity, and not as a carrier, in selling, negotiating, providing and arranging for transportation for compensation, and the actual transportation of shipments tendered to Broker shall be performed by third-party motor carriers regulated by the Federal Motor Carrier Safety Administration.

PAYMENT and CHARGES:

Shipper agrees to tender certain loads, from time to time, to Broker. The charges as to each shipment shall be agreed to electronically by the parties, prior to the movement of the shipment. Shipper shall be bound to the rates and charges set forth in the Electronic Rate Confirmation and shall be subject in all respects to this Agreement at the rates and charges specified on Broker's Electronic Platform and shall constitute an Agreement between the Parties regarding the rates and charges of the applicable Match payable to Broker under this Electronic Rate Confirmation.

INDEMNIFICATION:

Indemnification. Broker will defend, indemnify and hold harmless Shipper from and against all claims, lawsuits, demands, liability, costs, caused by, arising out of or connected with any injury to or death of persons, or damage to property, including cargo, which arise from the use of carriers not meeting the requirements specified in this agreement. Broker will defend, indemnify and hold harmless Shipper from and against all claims, lawsuits, demands, liability, costs, and expenses caused by, arising out of or connected with broker's failure to adhere to applicable federal and state laws and regulations governing the services from a Broker. The Broker however shall not be responsible for any damages caused by the negligence of Shipper or Shipper's agents.

INSURANCE:

Without regard to such lesser limits as may be required by law, Broker will ensure that each carrier will carry public liability insurance covering its vehicles involved in the performance of this Agreement in an amount of at least \$1 million for a single occurrence. Broker will also ensure each carrier will carry cargo insurance, in an amount not less than \$100,000 or such higher amount as requested by Shipper and expressly agreed to in writing by broker to respond to loss of a shipment tendered by Shipper, Shipper's vendors, or Shipper's consignees. The shipper shall disclose the value and nature of the shipment.

BROKER INSURANCE:

Broker shall comply with all insurance and bonding requirements imposed upon it by law, including its obligation to maintain a surety bond to benefit the Shipper.

INDEPENDENT CONTRACTOR:

It is understood between the parties that Broker shall remain an independent contractor under this contract and that its agents and/or employees are under its exclusive management and control and that Shipper neither exercises nor retains any control or supervision of or over Broker, or its operations, agents or employees in any manner whatsoever.

CONTRACT CARRIERS:

Broker agrees to make every reasonable effort to place such loads with contract carriers for the purpose of transporting the loads with reasonable dispatch under the direction of the Shipper.

CARGO LOSS, DAMAGE, SHORTAGE:

The Parties agree that in the event Shipper determines it has a claim for cargo loss or damage against any carrier transporting a load tendered to it by Broker, the Broker will act as administrator for the claim and insure that all claims are filed and processed in accordance with 49 C.F.R. 1005. All matters pertaining to rates and charges should be solely between Shipper and Broker. No claims

or allowances for shortages, damage or delay will be considered unless clearly noted on the delivery receipt or bill of lading signed by the consignee at delivery. Broker shall have no liability for cargo loss, damage, or shortage except to the extent such claims are caused by Broker's negligent acts or omissions.

SHIPPING DOCUMENTS:

Unless otherwise agreed in writing, all shipments tendered shall be accepted on Broker's Electronic Platform which shall function as a receipt of the goods only; the terms and conditions of such will not apply to transportation provided pursuant to this Agreement. Upon request of Shipper, Broker shall instruct Carriers to obtain a delivery receipt from the consignee, showing the products delivered, condition of the shipment and the date and time of such delivery.

GOVERNING LAW:

This instrument constitutes the entire agreement of the parties with reference to the subject matter hereof, and may not be changed, waived, or modified except in writing signed by both parties. This contract shall be construed in accordance with the laws of the State of Ohio.

DISPUTES:

This Agreement shall be deemed to have been drawn in accordance with the statutes and laws of the state of Ohio and in the event of any disagreement or dispute, the laws of Ohio shall apply and suit must be brought in Ohio as each party specifically submits to the exclusive personal jurisdiction of such courts for disputes involving this Agreement. Notwithstanding the foregoing, the parties may mutually agree in writing to submit any such disagreement to binding arbitration.

NO ASSIGNMENT:

There shall be no assignment or transfer, in whole or in part, of any right, duty, responsibility, or obligation contained in this Agreement, including the right to receive payments, unless such assignment or transfer is agreed to by both parties in writing.

DISCLOSURES:

Broker and Shipper shall not make any disclosure of the material terms of this Agreement to any third party except to the extent that, such disclosure is required by law. Either party may make any such disclosure to its auditors. Shipper shall have the right to disclose any such terms, conditions, or information to the consignors or consignees of the individual shipments moving between Shipper and the applicable vendor or consignee.

NOTICE:

All notices under this Agreement shall be in writing and shall be properly given and delivered in person or sent by electronic mail, first class mail, facsimile, or overnight delivery service, postage prepaid, addressed as provided for by the parties.

FORCE MAJEURE:

If either party is prevented from performing any of its obligations hereunder by reason of fire, flood, windstorm, other act of God, labor dispute, act of government, the failure of the other party, or any other unforeseen cause beyond the control of such party it shall be excused from performing the obligation it is so prevented from performing during the pendency of such Event of Force Majeure. Occurrence of any Event of Force Majeure shall not extend the term of this Agreement. Each party agrees to give the other party immediate oral notice of an Event of Force Majeure, stating its course and probable duration, followed by written notice as soon as practical. Such party shall notify the other party immediately upon termination of such cause.

COMPLETE AGREEMENT:

This Agreement constitutes the entire agreement of the parties with reference to the subject matters herein, and may not be changed, waived, or modified except in writing signed by both parties.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed as of the day and year first written above.

BROKER:

FRAYT LOGISTICS TECHNOLOGIES LLC
1311 Vine St.
Cincinnati, OH 45202
513-698-8091

SHIPPER:

Company _____
Address _____
Phone _____ Email _____

X

Luke Denny
Frayt CFO

X

Authorized Shipper Signature
Printed Name and title: