



WORK TOGETHER GROUP INC.
Work together grow together

THIS CONFIDENTIAL TRANSPORTATION SERVICES AGREEMENT (the “**Agreement**”) is made and entered into on this ____ of _____, 202__ (the “**Effective Date**”) by and between:

WORK TOGETHER GROUP INC. (the “**Broker**”)

- and -

[INSERT CARRIER NAME] (the “**Carrier**”, and together with Broker, the “**Parties**”, and each, a “**Party**”).

WHEREAS, Broker requires the services of a for-hire motor carrier for the transport of cargo and commodities (the “**Cargo**”) as agreed to be the Parties (the “**Services**”);

AND WHEREAS, the Carrier is a for-hire motor carrier and desires to provide its Services to Broker in accordance with the terms and conditions of this Agreement between points in Canada and/or between points in Canada and the United States (the “**U.S.**”) and/or between points in the U.S.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties hereto, it is agreed by and between them as follows:

1. TRANSPORTATION SERVICES

1.1 The Broker agrees to tender to the Carrier for highway and/or road transportation, in a timely manner, shipments of the Cargo from origin to destination as specified in the respective bill of lading, load confirmation and/or carrier confirmation (collectively, the “**Load Documentation**”) as provided to the Carrier. The Carrier agrees to provide the Services to the Broker for the carriage of the Cargo in accordance with the terms and conditions of this Agreement and in particular:

- (a) to transport the Cargo from the points of origin to destinations located on the Load Documentation;
- (b) to transport the Cargo at such rates and charges as are set out in the Load Documentation;
- (c) to transport the Cargo with the best-in-class quality service standards; and

- (d) the Carrier shall not contact the Broker's customers, shippers and/or consignees without the express written approval of the Broker.

1.2 This Agreement does not grant the Carrier an exclusive right to perform transportation Services for the Broker, and the Broker does not guarantee any specific amount or number of shipments, tonnage or revenue to the Carrier.

1.3 The Carrier acknowledges and agrees in performing Services under this Agreement that time is of the essence in the pickup, transportation and delivery of individual shipments and agrees to meet all prearranged pickup and delivery times.

2. CARRIER REPRESENTATIONS

2.1 The Carrier represents and warrants that:

- (a) it is an independent operator of commercial motor vehicles and/or a motor carrier, duly licensed to provide the transportation of goods under contracts with shippers and receivers and/or brokers of materials, merchandise and general commodities in all jurisdictions as engaged;
- (b) it is a corporation duly incorporated and validly existing in the jurisdiction of its incorporation;
- (c) it is duly licensed or registered to carry on business in every jurisdiction in which such license or registration is required;
- (d) it has the right, corporate power and capacity to enter into this Agreement, to grant the rights and licenses granted under this Agreement and to perform its obligations under this Agreement;
- (e) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the Carrier;
- (f) it shall transport the Cargo, under its own operating authorities and subject to the terms of this Agreement;
- (g) it makes the representations herein for the purpose of inducing the Broker to enter into this Agreement;
- (h) it shall not subcontract in turn to any other motor carrier any shipment covered by this Agreement, nor retain the services of any load broker to broker a load to any other person, except with the express prior written authorization of the Broker for subcontracting only. The Carrier acknowledges that if it breaches this provision, the Broker shall have the right of paying the monies it owes to the Carrier directly to the delivering carrier, in lieu of payment to the Carrier. Upon the Broker's payment to the delivering carrier, the Carrier acknowledges and agrees that it shall not be released from any liability to the Broker under this Agreement. The Carrier agrees that it will be liable for consequential damages for violation of this Section;
- (i) it 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), 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 the Cargo; 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;
- (j) it will notify the Broker 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;
 - (k) it agrees to defend, indemnify and hold the Broker and its shippers and/or consignee customers harmless from any claims, actions or damages, to the extent caused by the Carrier's negligence or wilful act or omission. The obligation to defend under this Section shall include the costs of defense as they accrue;
 - (l) it does not have an "Unsatisfactory" safety rating issued by the Federal Motor Carrier Safety Administration (FMCSA), U.S. Department of Transportation, or any provincial regulatory authority and will notify the Broker in writing immediately if its safety rating is changed to "Unsatisfactory" or "Conditional";
 - (m) it agrees it will not contact the Broker's shipper, consignee and/or customer for payment of any freight charges;
 - (n) it will drop off the respective Cargo, in a timely manner; and
 - (o) when executed and delivered by both Parties, this Agreement will constitute a legal, valid and binding obligation of the Carrier, enforceable against Carrier in accordance with its terms.

3. PAYMENT TERMS

3.1 Payment of undisputed freight charges shall be due and be payable within thirty (30) days after the invoice date. Except as otherwise specified herein, all amounts paid to the Carrier shall be on the basis of itemized invoices submitted not later than sixty (60) days after the performance of the Services being charged, clearly describing the Services performed and the origin, destination, type and quantity of the products transported, all of which shall be supported by adequate documentation. The Parties shall use their respective reasonable efforts to settle the disputed portion of any invoice, which shall then be re-invoiced without any interest or mark-up. The Carrier shall maintain books and records that accurately reflect the Services and charges rendered under this Agreement, while this Agreement is in effect and for at least two (2) years after termination. The Parties agree that the Broker shall have the right to examine and copy such records upon request and reasonable notice, provided it does not unduly interfere with the Carrier's operation.

3.2 The Carrier agrees to provide the following information on each invoice:

- (a) bill of lading number;
- (b) date of shipment;
- (c) trip rate;
- (d) point of destination;
- (e) point of origin;

- (f) name of consignee;
- (g) goods and services tax, if applicable;
- (h) total amount of the invoice; and
- (i) date of delivery.

3.3 The Carrier shall invoice Broker for its Carrier's charges, as mutually agreed in writing, by electronic means, contained in Broker's load confirmation sheet. A Proof of Delivery must accompany all invoices.

3.4 The Carrier expressly acknowledges and recognizes that its freight charges shall be due solely from the Broker and not from any customer of the Broker or shipper or consignee. Carrier shall only bill the Broker for its Services and shall not invoice or collect its freight charges from any customer of the Broker or shipper or consignee. Carrier hereby expressly waives any right to collect freight charges from any customer of the Broker or shipper or consignee. The Carrier further acknowledges that any attempts to contact the Broker's customer, shipper or consignee shall result in damages against the Carrier, which may also include consequential damages.

4. TERM AND TERMINATION

4.1 The term of this Agreement shall commence on the Effective Date and shall be terminated pursuant to Section 5 of the Agreement (the "**Term**").

4.2 Either Party may terminate this Agreement immediately by written notice to the other upon occurrence of any of the following events:

- (a) breach by the other Party of any material obligation under this Agreement and failure to cure such breach within thirty (30) days of written notice to the Party in breach;
- (b) the continuation of a force majeure delay of the type specified in this Agreement for more than thirty (30) days; or
- (c) upon the filing of bankruptcy, insolvency, winding up or cessation of business of the other Party or the appointment of a receiver, trustee, or custodian for the assets of the other party.

4.3 The Broker may terminate this Agreement at any time, for any reason, on not less than thirty (30) days written notice to the Carrier.

4.4 The Broker may terminate this Agreement by not less than ten (10) days written notice following deficiencies in the Services, where the Broker shall have the sole discretion in assessing the Services provided by the Carrier.

4.5 The Broker may terminate this Agreement immediately upon the occurrence of any event described in Section 8 (Safety) or Section 9 (Operating Licenses and Permits for Motor Carriers) of this Agreement.

5. PERSONNEL REQUIREMENTS

5.1 The Carrier shall furnish only orderly, safe and competent personnel to perform the Services. All drivers must be in legal age of operating the shipping equipment, have a valid commercial driver's license, be properly trained with respect to the safe handling and transport of goods and dangerous commodities, dress in presentable fashion, and have safety equipment where applicable. Carrier personnel shall at all times be in compliance with rules and regulations in force at premises located at origin and destination points. In the event any of Carrier's personnel are, in Broker's opinion, objectionable, deemed unsafe or disorderly in performing the Services, the Carrier shall immediately investigate and if Broker's complaint is verified, such personnel shall be forthwith removed from active participation in the performance of Services and shall not be allowed to return without Broker's prior written consent.

6. BILL OF LADING

6.1 Each shipment shall be evidenced by a bill of lading ("**BOL**") or other receipt as approved by Broker. Such BOL or receipt is to be signed by Carrier and will show the kind, condition and quantity of the Cargo received and delivered by the Carrier at the loading and unloading points. Such BOL shall be evidence of receipt of the Cargo by Carrier in apparent good order and condition or as may be otherwise noted on the face of such receipt. In the event and to the extent of a conflict between the provisions of this Agreement and the terms, conditions, and provisions of a BOL, manifest, or other form, the terms, conditions and provisions of this Agreement shall prevail and govern for all purposes. The failure of the Carrier to sign the BOL or receipt shall not prejudice the Broker in any way.

6.2 Approved receipts or BOLs shall be kept for a minimum of two (2) years and Carrier assumes all risks and liability arising from its loss of any receipt or BOLs issued during the Term of the Agreement.

6.3 Under no circumstances shall Carrier prepare any shipping document, including any BOL, which lists Broker as "Carrier" or "Shipper". Documents for each of Broker's shipments shall name Carrier as "Carrier". If there is a wrongly worded document, the Parties will treat the document as if it showed Carrier as "Carrier".

6.4 If there is a conflict between this Agreement and any transportation document, including any Load Documentation, related to any shipment, this Agreement shall govern. The Carrier shall defend, indemnify, save and hold harmless the Broker from any direct, indirect and consequential loss, damage, fine, expense, including all legal fees, arising from any errors in the BOL, including, but not limited to, the showing of Broker as "Carrier" or "Shipper" on a bill of lading.

7. CONFIDENTIALITY

7.1 Unless required by law, the Parties shall keep confidential and not disclose to any third party and shall direct its officers, employees, and agents to keep confidential and not

disclose to any third party any and all information concerning the existence or terms of this Agreement and shipments covered by this Agreement, including the Cargo transported, the origins and destinations, the Broker, consignors, consignees, pricing and number of shipments, except to the extent required for freight billing, auditing and collection purposes between Broker, its customers or third parties.

7.2 Each Party's Confidential Information shall be and remain the sole property of such Party. Each Party receiving confidential information (the "**Receiving Party**") shall keep any Confidential Information of a Party disclosing such Confidential Information (the "**Disclosing Party**") strictly confidential and shall not sell, trade, publish or otherwise disclose such Confidential Information to anyone in any manner whatsoever, including by means of photocopy, reproduction or electronic media. The Receiving Party shall limit access to the Disclosing Party's Confidential Information within the Receiving Party's organization to only those employees, agents or consultants with a need to know, and the Receiving Party agrees that it shall not use the Confidential Information of the Disclosing Party for any purpose whatsoever other than to perform its obligations under this Agreement. The Receiving Party agrees to be responsible for any wrongdoing of its staff for improperly using the Confidential Information. "Confidential Information" means all information, data, documents, agreements, files and other materials in whatever form including, without limitation, in written, oral, visual or electronic form, which is disclosed or otherwise furnished by the Disclosing Party to the Receiving Party, whether or not such information is marked confidential, that relates directly or indirectly to the Disclosing Party's business, clients, customers, services, and finances.

7.3 The Receiving Party shall:

- (a) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care;
- (b) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and
- (c) not disclose any of the Confidential Information to any person, except to the Receiving Party's representatives who must know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement.

7.4 The Receiving Party acknowledges that it shall be responsible for any breach of this Section 7 caused by any of its representatives. On the expiration or earlier termination of this Agreement, the Receiving Party and its representatives shall promptly return all Confidential Information (including copies) and all documents and tangible materials that contain, reflect, incorporate or are based on Confidential Information received under this Agreement, and confirm by way of statutory declaration that such Confidential Information has been returned and/or destroyed.

8. SAFETY

8.1 The Carrier shall immediately notify Broker if:

- (a) the Carrier is served with notice of violation of any law, regulation, permit or license which relates to the Services;
- (b) proceedings or government audits are commenced which could lead to revocation of permits or licenses which relate to the Services;
- (c) any permit, license or other government authorization relating to the Services is revoked or suspended or any process has been initiated for a revocation or suspension;
- (d) any safety rating is downgraded;
- (e) the Carrier becomes aware that any motor carrier vehicles or equipment which are used or proposed to be used in connection with the Services are not in compliance, or may fail to comply in the future with applicable laws or regulations; or
- (f) Carrier has its safety rating changed from a satisfactory status by any government authority.

8.2 Upon notification, the Broker may, notwithstanding anything contained in this Agreement to the contrary, immediately terminate this Agreement or, at Broker's sole option and discretion, suspend the Agreement until the time as the situation referenced in the notice has been remedied.

8.3 The Carrier confirms that if operating in the U.S., it shall warrant strict compliance with applicable Federal Motor Carrier Safety Administration rules and regulations.

9. OPERATING LICENSES AND PERMITS FOR MOTOR CARRIERS

9.1 The Carrier shall be responsible for obtaining and maintaining all transportation licenses, registration and permit requirements in order to lawfully provide its Services to the Broker. The Carrier warrants that it is in compliance with respect to all transportation licenses, registration and permit requirements and that it shall maintain in good standing at all times all such transportation licenses, registration and permit requirements during the term of this Agreement. The Carrier shall at all times during the term of this Agreement maintain a "satisfactory" safety rating. Any change in the Carrier's safety rating to less than the "satisfactory" rating shall be grounds for Broker to immediately terminate this Agreement by written notice to the Carrier. The Carrier shall provide the Broker prior to the Effective Date of this Agreement and upon request from time to time the following documents:

- (a) all operating licenses required in order to provide the Services in the jurisdictions covered by this Agreement;
- (b) all certificates of insurance policies required in order to provide the Services under this Agreement; and
- (c) all safety records indicating the Carrier's safety rating in the jurisdictions covered by this Agreement.

9.2 The Carrier shall provide the documents provided in Section 9.1 to the Broker each time any such document is amended or modified. The Carrier shall provide competent and fully trained drivers possessing a valid commercial driver's license. Carriers operating in Canada or the U.S. must possess a "satisfactory" rated CVOR, NSC, NEQ, MC, FMCSA and/or DOT rating according to the respective jurisdiction. The Carrier must ensure that all drivers are properly trained with respect to motor carrier operations, motor carrier safety and cargo claim prevention and procedures.

9.3 The Carrier shall bear the costs and expenses of all fuel, oil, tires, parts, road services, maintenance and repairs, licenses, taxes and tolls in connection with the use and operation of the equipment and which may be required to keep the equipment in good repair and mechanical condition. The Broker will not be liable to the Carrier for any damage sustained by or to Carrier's equipment (whether due to the Cargo or otherwise), or for loss by complication or seizure or the Carrier's equipment by any public authority.

9.4 The Broker or its customers will not be responsible for any unpaid tax penalty, spillage, or other claim made against the Carrier by government or third parties.

10. EQUIPMENT

10.1 The Carrier shall only use suitable and adequate motor transport vehicles and equipment for the transport of Cargo under this Agreement in good, clean and safe operating condition. The Carrier shall operate and maintain the motor transport vehicles in good working condition and in compliance with all applicable laws and regulations. All motor transport vehicles used by Carrier shall be under the exclusive control of the Carrier. In this Agreement, supply of "suitable and adequate motor transport vehicles" shall be interpreted to mean the supply of equipment that is safe, clean and free from defect and in conformity with all applicable federal, provincial and state laws and regulations.

10.2 The Carrier shall equally comply with applicable terminal rules and operating practices. The Carrier must have an in-house maintenance and safety program which meets the requirements of all applicable laws and regulations, and represents that it has a maintenance and safety program which it is in compliance with.

11. INDEMNIFICATION

11.1 In addition to the provisions set out in this Agreement, the Broker shall not be liable to the Carrier, and the Carrier shall defend, indemnify and hold harmless the Broker for any and all loss of or damage to the Cargo, property, injury to or death of any persons, or adverse effect on wildlife or the environment (including without limitation, legal fees and other costs of litigation on a full indemnity basis), arising from or due to of the Carrier's equipment; any negligent act or omission or willful misconduct of Carrier, its staff or drivers; any failure by Carrier (or its agents or approved subcontractors) to comply with the representations, warranties and covenants made in this Agreement; or any failure by Carrier (or its agents or subcontractors) to comply with the applicable policies, procedures and requirements with respect to the movement of the Cargo, including but not limited to

improper loading practices, failure to properly close, secure and tender loaded or empty equipment.

12. LIABILITY

12.1 The Carrier, in performing the Services pursuant to this Agreement, shall be liable for the full value of any loss of, or damage to the Cargo occurring while in the possession of Carrier or any of its subcontractors or agents, or under Carrier's care, custody or control, or resulting from Carrier's performance of or failure to perform the Services provided herein. The Carrier agrees that any cargo loss or damage in connection with the transport of the Cargo under this Agreement irrespective of whether the origin of the movement is from Canada or from the U.S. shall be the full commercial value of the goods, or the declared value of the Cargo if it is declared on the BOL and/or if it has been previously agreed to in writing by the Broker and the Carrier.

12.2 The Broker shall file a notice of claim for loss of or damages to the Cargo within nine (9) months from the date of delivery, and for delay or non-delivery within nine (9) months from the date of shipment. The Carrier shall be deemed to acknowledge receipt of notice of claim within forty-eight (48) hours of the date of the notice of claim. The Carrier shall provide the Broker with a copy of the relevant signed BOL, the return authorization number, if applicable, and any other document attesting what was done with the damaged commodities, within ten (10) days of the date of the notice of claim. The Carrier's failure to provide the aforementioned documents within the required period of time will result in the claim being deducted by the Broker from Carrier's invoices for movement of freight without any Carrier recourse.

12.3 The Carrier shall be responsible for ensuring that a clear and legible signature is obtained from the consignee's representative as well as his or her printed name on the BOL. In the event that a signature cannot be read and that the consignee disputes the signature, claiming non-receipt of the Cargo, the Carrier shall assume full responsibility for such loss.

12.4 The Carrier shall deliver freight in full quantity as per the BOL and shall not allow any consignee to accept partial shipment unless prior authorization is received from Broker.

12.5 The Carrier acknowledges and agrees that a breach of any seal in a shipment with a missing or broken seal detrimentally could impact the Broker's and its customers' reputation in the marketplace, and, in recognition of this, the Carrier agrees to defend and indemnify the Broker and its customers from and hold the Broker and its customers harmless against any damages that they may sustain due to any such breach, as well as any customs penalty.

13. INSURANCE FOR MOTOR CARRIERS

13.1 During the Term, the Carrier shall maintain at the Carrier's own expense, insurance of the type and with the minimum limits set forth below:

- (a) commercial general liability insurance (which includes contractual liability) with a combined single limit of not less than two million dollars (\$2,000,000 CAD) per occurrence;
- (b) comprehensive automobile liability insurance covering all the Carrier-owned, non-owned and hired vehicles used by the Carrier in connection with delivering the Services, with a primary bodily injury and property damage combined single limit per occurrence of two million dollars (\$2,000,000 CAD) per occurrence;
- (c) cargo insurance with a combined single limit of not less than two hundred and fifty thousand dollars (\$250,000 CAD) per occurrence for loss or damage to the Cargo that comes into the possession of the Carrier in connection with the Services hereunder;
- (d) workers' compensation insurance with a limit not less than the statutory limits of the countries, states and/or provinces in which the work is to be performed; and
- (e) coverage must also include "Reefer Breakdown" insurance coverage if shipment is transported by a refrigerated trailer, box or container.

13.2 Notwithstanding the foregoing stated minimums, the Carrier shall at all times ensure that the levels of such insurances meet or exceed the requirements of federal and provincial regulatory bodies having jurisdiction over Carrier's performances pursuant to this Agreement.

13.3 The Carrier shall furnish to the Broker, on or prior to the Effective Date, and at renewal or replacement of any policy of insurance required above with certificates of insurance indicating (a) the types and amounts of insurance required above; (b) the names of the insurance companies providing said coverage; (c) the effective and expiration dates of said policies; and (d) that the Broker shall be given thirty (30) days advance written notice of any cancellation or material change in coverage and/or limits of any of said policies.

13.4 The amounts described in 13.1 shall be in Canadian dollars when the movements originate in Canada and in U.S. dollars when the movements originate in the U.S.

14. CUSTOMER SERVICE PENALTIES

14.1 The Carrier agrees to assume any and all liability for fines charged to the Broker arising from missed appointments or late deliveries as a result of a service failure on behalf of the Carrier. A service failure shall be referred to as a preventable failure due to negligence on the part of the Carrier, and does not include incidents such as weather-related delays and acts of God, and any delay solely caused by the Broker's customer. The Carrier must immediately notify the Broker of any potential delay and shall provide the Broker with up-to-date information. Notwithstanding any of the above, any failure to notify of a delay will constitute a service failure. The Broker will use its reasonable effort to dispute any fines charged by its customer, but makes no representations as to the customer waiving any fines. This clause does not affect the Carrier's indemnification obligations and liability as provided in this Agreement.

15. NON-SOLICITATION AND NON-COMPETITION

15.1 In consideration of the Confidential Information obtained by the Carrier from the Broker, and other consideration received by the Carrier pursuant to this Agreement, the Carrier agrees that during the term of this Agreement and for a period of twenty-four (24) months after the termination of this agreement, neither the Carrier nor its employees, directors, officers, shareholders, agents and affiliates shall solicit, directly or indirectly, for transport any shipment from any customer of the Broker.

16. FORCE MAJEURE

16.1 No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the affected Party's reasonable control, including, without limitation (each of the foregoing, a "**Force Majeure Event**"):

- (a) acts of God;
- (b) flood, tsunami, fire or explosion;
- (c) domestic war, invasion, riot or other civil unrest;
- (d) actions, embargoes or blockades in effect on or after the Effective Date;
- (e) national or relevant regional emergency; or
- (f) compliance with any law or governmental order, rule, regulation or direction, or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota or other restriction or prohibition, or failing to grant a necessary licence or consent.

A Party whose performance is affected by a Force Majeure Event shall give notice to the other Party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

16.2 During the Force Majeure Event, the non-affected Party may similarly suspend its performance obligations until such time as the affected Party resumes performance.

16.3 If the event of Force Majeure Event continues to delay performance for one (1) month, either Party may terminate this Agreement without penalty by providing written notice (including by email) to the other Party upon mutual agreement.

17. SALVAGE CLAIMS

17.1 The Carrier shall waive any and all rights of salvage or resale of any of the Broker's customer's damaged Cargo and shall, at Broker's reasonable request and direction, promptly return or dispose, at Carrier's cost, any and all of customer's damaged Cargo shipped by the Carrier. The Carrier shall not under any circumstance allow the Broker's customer's Cargo to be sold or made available for sale or otherwise disposed of in any salvage markets or any other secondary outlets.

18. GOVERNING LAW

18.1 This Agreement is governed by the laws of the province of Ontario and the federal laws of Canada. Any dispute between the Parties will be dealt with exclusively in the courts of that province. The Ontario courts shall have exclusive jurisdiction to hear any disputes or claims.

19. SURVIVAL

19.1 Subject to the limitations and other provisions of this Agreement: (a) the representations, conditions and warranties of the parties contained herein shall survive the expiration or earlier termination of this Agreement for a period of two (2) years after such expiration or termination; and (b) Sections 3, 7, 11 and 12 of this Agreement, as well as any other provision that, in order to give proper effect to its intent, should survive such expiration or termination, shall survive the expiration or earlier termination of this Agreement for the period specified therein, or if nothing is specified for a period of two (2) years after such expiration or termination. All other provisions of this Agreement shall not survive the expiration or earlier termination of this Agreement.

20. INDEPENDENT CONTRACTOR

20.1 The Parties mutually acknowledge that the Carrier is an independent contractor for the Broker. It is mutually agreed between Carrier and Broker that under no circumstances shall an employee hired by the Carrier be considered an employee, dependent contractor or agent of Broker. Neither Party shall have any authority to create any obligation, expressed or implied, on behalf of the other. The Carrier shall, at all times, be responsible for paying the wages and all other obligations of its employees.

21. ASSIGNABILITY

21.1 The Carrier shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the Broker. Any purported assignment or delegation in violation of this Section is null and void. No permitted assignment or delegation relieves the Carrier of any of its obligations under this Agreement. The Broker may assign any of its rights or delegate any of its obligations to any affiliate or to any person acquiring all or substantially all of Broker's assets without the consent of Carrier.

22. SEVERABILITY

If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

23. NOTICE

23.1 All notices, requests, consents, claims, demands, waivers and other communications under this Agreement (each, a “**Notice**”) must be in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this Section). Notices sent in accordance with this Section will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by email, with confirmation of transmission if sent during the addressee’s normal business hours and on the next business day if sent after the addressee’s normal business hours; and (d) on the third day after the date mailed by certified or registered mail by the Canada Post Corporation, return receipt requested, postage prepaid.

Notice to Carrier: [ADDRESS]
Email: [EMAIL ADDRESS]
Address: [ADDRESS]
Attention: [TITLE OF OFFICER TO RECEIVE NOTICES]

Notice to Broker: [ADDRESS]
Email: [EMAIL ADDRESS]
Address: [ADDRESS]
Attention: Harry Bajwa

24. WAIVER AND AMENDMENTS

24.1 No waiver under this Agreement is effective unless it is in writing, and signed by an authorized representative of the Party waiving its right.

24.2 Any waiver authorized on one occasion is effective only in that instance and only for the purpose stated and does not operate as a waiver on any future occasion.

24.3 None of the following constitutes a waiver or estoppel of any right, remedy, power, privilege or condition arising from this Agreement:

- (a) any failure or delay in exercising any right, remedy, power or privilege or in enforcing any condition under this Agreement; or
- (b) any act, omission or course of dealing between the Parties.

24.4 This Agreement may not be modified, amended or supplemented except by an agreement in writing signed by all of the Parties hereto.

25. REMEDIES

25.1 The Carrier acknowledges that upon any breach of this Agreement by the Carrier, the Broker may pursue any remedy available to it at law or in equity. The Carrier further acknowledges and agrees that monetary damages might not be a sufficient remedy for any breach of this Agreement by the Carrier and that, in addition to all other remedies available

at law, the Broker shall be entitled to seek injunctive or other equitable relief as a remedy for any such breach.

26. COMPLIANCE WITH THE LAW

26.1 The Carrier shall comply at all times with all applicable laws and regulations in its provision of transportation services under the terms and conditions of this Agreement including but not limited to transportation operations, highway and load safety standards, and the transport of food products, or where applicable, the transport of dangerous goods and hazardous materials.

27. NO LIENS; WAIVER OF CARRIER'S LIEN

27.1 The Carrier shall neither have, nor claim nor permit any lien or other encumbrance to be placed against the Cargo while they are in Carrier's possession or under its care, custody and control. The Carrier shall not withhold any products on account of any dispute as to the rates, or any alleged failure of the Broker to pay charges incurred under this Agreement. The Carrier is relying on the general credit of the Broker, and hereby waives and releases all liens that Carrier might otherwise have to any Cargo in the possession or control of Carrier.

28. ENTIRE AGREEMENT

28.1 This Agreement constitutes the entire Agreement between the Parties and except as herein stated and in the instruments and documents to be executed and delivered pursuant hereto contains all of the representations of the respective Parties and supersedes and cancels any and all prior agreements between the Broker and the Carrier relating to the provision of Services between the Parties. There are no verbal statements, representations, warranties, undertakings or agreements between the Parties. This Agreement may not be amended or modified in any respect, except by written instrument executed by the Parties hereto.

[-signature page follows-]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on the Effective Date.

WORK TOGETHER GROUP INC.

By _____

Name:

Title:

I have the ability to bind the Corporation

[CARRIER]

By _____

Name:

Title:

I have the ability to bind the Corporation.