

TMO GLOBAL LOGISTICS, LLC
BROKER-CARRIER AGREEMENT

This broker-carrier agreement ("agreement") is entered onto as of this _____ day of _____, 2007, by and between: TMO GLOBAL LOGISTICS, LLC headquartered at 600 Peter Jefferson Parkway Suite 310 Charlottesville, VA 22911 [Herein after referred to as 'broker'] and _____ [Herein after referred to as 'carrier'].

Recital

Whereas, broker is engaged in the performance of freight brokerage services pursuant to authority granted by federal highway administration ("FHA") in docket # MC-540129, and whereas, broker desires to arrange for carrier to provide transportation services on behalf of broker's customers, and whereas, carrier is ready, willing and able to provide such services; now therefore, in consideration of the mutual covenants contained herein the parties agree as follows:

Terms and Conditions

1. **Services to be performed.** Broker agrees to arrange for shipment on behalf of and as an agent for its customers and carrier agrees to transport by motor vehicle from and to such points between which services may be required such quantities of authorized commodities as broker's customers may require, subject to the availability of suitable equipment.
2. **Insurance.** Carrier agrees to maintain \$100,000 cargo and \$1,000,000 general liability insurance in the least amounts required by the regulations of the FHA applicable to all carriers and such insurance coverage shall have no exclusions or restrictions that would not be accepted by the FHA in a filing under the requirements of 49 U.S.C. 10927. Carrier shall cause its insurance carrier to provide to broker a certificate of insurance identifying the broker as an insured party and describing the cargo and general liability coverage that carrier has in effect and certifying that such a coverage will not be reduced, modified, or cancelled without thirty days prior written notice to broker. Carrier to submit to broker 30 days prior to expiration date of policy, a certificate of insurance renewal. Failure to maintain insurance or to provide certificate of insurance renewal as directed above will be cause for Broker to immediately cease to engage Carrier for services.
3. **Authority.** If carrier holds federal dual authority assigned to it by the FHA (i.e. contract and common authority), carrier agrees that the terms and conditions of this agreement are governed by carrier's contract authority only.
4. **Rates and Payment.** Broker will transmit to carrier, via facsimile or e-mail, a load confirmation sheet for each individual load that the carrier transports for broker. This confirmation sheet will show the agreed amount for all charges associated with that particular movement. Broker's standard terms are net 30.
5. **Loss, Damage, and Delay.** Carrier shall be solely liable to broker's customer, and/or to broker as the agent or assignee of a claim of broker's customer, for loss, damage, or delay of a shipment transported by carrier or sub-contractor under the terms of this agreement. Carrier's liability shall begin at the time the shipment is loaded on the carrier's equipment at origin, and continue until the shipment is delivered to the designate consignee at destination. Carrier's liability shall be for the full commercial value of the shipment, which shall be understood to mean the replacement cost of lost or damaged merchandise at the point at which carrier received the shipment.
6. **Limitation of Liability.** Neither party will be liable for the failure to tender or timely transport freight under this agreement if such failure, delay or other omissions is caused by: strikes, acts of god, war, accidents, civil disorders, or through compliance with legally constituted order of civil or military authorities.
7. **Claims.** Carrier in accordance with the provisions of 49 CFR 1005 will process all claims for loss, damage or delay. Broker requires that claims be satisfactorily resolved within 60 days from date of loss.
8. **Arbitration.** Parties involved shall resolve any dispute, controversy, or claim arising out of or relating to this contract, or a breach hereof. Any dispute, or claim not resolved by parties involved shall be finally resolved by arbitration in accordance with the then current rules for commercial arbitration of the American arbitration associate. Any and all arbitration proceedings shall be conducted in the State of Virginia. The provisions of the paragraph shall survive and bind all parties involved regardless of any termination of this contract, passage of time or otherwise.
9. **Independent Contractor Status.** The relationship of all parties involved shall, at all times be that of an independent contractor.
10. **Straight Bill of Lading.** Broker's Straight Bill of Lading or Delivery Alert is to be considered an extension this Broker-Carrier Agreement.
11. **Effective Date and Termination.** This agreement is effective on date first written above, and shall remain in effect for a period of one year from such date. This agreement will auto-renew thereafter unless either party is notified in writing by registered U.S. Mail.

12. Non-Solicitation. Carrier shall not solicit traffic from any shipper, consignor, consignee, or customer of broker where the availability of such traffic first became known to carrier as a result of broker's efforts, or 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 customer(s), and obtains traffic from such customer(s), the broker is entitled, for a period of twelve months after such traffic begins to move to a commission from the carrier of fifteen percent of the total transportation revenue received by carrier on the movement(s) of the traffic.

13. Carrier Qualifications and Safety. Carrier states it is in compliance and shall remain in compliance with all statues and regulations applicable to all services to be provided under this agreement. Broker will annually review carrier's safety and fitness rating using data collected by the FMCSA SAFER system.

14. Non-Exclusivity. Nothing in this agreement is intended to require broker to utilize only the services of carrier or to require the carrier to provide the services only to broker.

15. Confidentiality. Broker and carrier agree that the terms and provisions of this agreement are confidential and that they will not reveal any of its contents or any information concerning the services performed within this contract or as may be required by law.

16. Indemnification. Except for routine communications in the course of performance of this agreement that may derive from day to day operations any notices sent to parties involved in this agreement shall be in writing and delivered by facsimile, e-mail, certified mail or overnight courier. Notices transmitted by facsimile shall be deemed to be received as of the date and time of acknowledgment of receipt. Notices transmitted by certified mail or overnight courier shall be deemed received as of date and time signed for by recipient.

Notices shall be addressed as follows:

If to Broker:

TMO GLOBAL LOGISTICS, LLC
600 Peter Jefferson Parkway
Suite 310
Charlottesville, VA 22911

If to Carrier:

17. Governing Law. The laws of the state of Virginia shall govern this agreement.

18. Amendment or Modification. This agreement shall not be modified, amended or otherwise altered, in whole or part, except by a written notification signed by an authorized representative of each of the parties.

19. Assignment. No party involved shall assign this agreement or any of its respective rights or obligations under this agreement, without written consent from all parties involved in this agreement.

20. Carrier Conduct. Carrier shall operate in a manner considered ethical by industry peers. Carrier to understand that Broker does not accept gifts, rebates or other tokens of appreciation regardless of value as a means of securing business. Carrier at no time shall engage in discussions or make offers of employment to Broker's employees or that of its clients.

21. Supersedes. This Broker-Carrier Agreement is to supersede any existing agreement/contract entered into prior to the date noted in paragraph one of this document.

In witness whereof, the parties hereto have caused this agreement to be executed by their respective officers, of authorized representatives, on the date first written above.

TMO GLOBAL LOGISTICS, LLC

Printed Name and Date

Signature

CARRIER

Printed Name and Date

Signature