

JWB LOGISTICS, INC.

**P.O. BOX 628
SEBRING, FL 33871
PHONE: (866) 760-8132
FAX: (866) 465-0302**

CARRIER PROFILE

In order to process payment to you, we must have ALL of the following information:

COMPANY NAME: _____

MAILING ADDRESS: _____

PHYSICAL ADDRESS: _____

TELEPHONE: _____

TOLL FREE: _____

FAX: _____

ARE YOU FACTORED: YES _____ NO _____

IF YES, FACTORING COMPANY: _____

ADDRESS _____

ICC COMMON CARRIER AUTHORITY: _____

DOT#: _____

FEDERAL ID#: _____

INSUREANCE COMPANY: _____

EXPIRATION OF INSURANCE: _____

EMAIL ADDRESS: _____

CARRIER/BROKER AGREEMENT

This agreement is made this ____ day of _____, 20____, between JWB LOGISTICS INC., (“JWB” or “Broker”) and _____ (hereinafter referred to as “Carrier”). WHEREAS, JWB is a licensed broker conducting operations pursuant to Docket No. MC-385494 and domiciled at 10715 Shankhill Road, Sebring, FL 33875; and WHEREAS, Carrier is a duly authorized for-hire motor carrier authorized by the FMCSA to transport general commodities between points in the U.S. pursuant to Docket No. MC-_____; and WHEREAS, Broker is engaged in the business of arranging for transportation for compensation; and WHEREAS, Broker and Carrier mutually desire to enter into a continuing arrangement for the transportation of regulated property as permitted by 49 U.S.C. 14101(b) and for transportation of non-regulated products as well; NOW, THEREFORE, in consideration of the mutual promises contained herein, Broker and Carrier agree as follows:

Effective Date and Term

1. This Agreement is to become effective on the date first written above, or to the extent applicable, upon the date of the first shipment arranged by broker and handled by carrier, whichever is earlier, and shall remain in effect for a period of one year from such date. This Agreement shall be automatically renewed from year to year thereafter, subject to the right of either party to terminate this Agreement at any time upon 30 days advance written notice to the other party.

Scope of Agreement

2. This Agreement shall govern all shipments arranged for by Broker and tendered by Broker to Carrier, regardless of whether the shipment involves regulated or nonregulated products or whether same moves in interstate or interstate commerce. This Agreement and any shipment-specific load confirmation sheet signed by the parties shall set forth all rates, charges, and compensation billed by Carrier or due to Carrier and this Agreement and any signed load confirmation sheet shall supersede and waive any conflicting rate change or fee as permitted by the expressed waiver provisions of 49 C.F.R. 14101.

3. The rates and charges agreed to by the parties and paid by Brokers to Carrier shall not be subject to post audit payment by Broker and acceptance by Carrier shall constitute accord and satisfaction. In the event Carrier or any assignor or successor in interest of Carrier shall seek to recover from Broker or its customer rates or charges which are not set forth in this Agreement or agreed to in

writing, then Carrier or its successor assign shall be liable to Broker for 10% of all charges paid to Carrier by Broker on all shipments transported under this Agreement.

Status of Parties

4. The relationship between each party to the other shall, at all times, be that of an independent contractor. Nothing in this Agreement shall be construed as establishing an employment, agency, partnership, or a joint venture relationship between Broker and Carrier. Neither party shall be responsible for any debts or obligations incurred by the other in the performance of its business activities, except as provided herein. Carrier shall invoice Broker and only Broker for freight charges arising out of transportation services provided. Broker shall be considered as a third party payor of all charges.

Broker Obligations to Carrier

5. Broker shall pay Carrier for the transportation of property under this Agreement in accordance with the line haul rates and accessorial charges agreed to in a signed writing between both parties. All Payments shall be made within 30 days of receipt by Broker of Carrier's uncontested invoice and documentation of proof of delivery covering services provide.

6. In the event that Broker's customer becomes bankrupt or default on its obligation to pay Broker, freight charges and fees which Broker has already paid to Carrier, Carrier agrees to assign any rights, title and interest to such charges to Broker for purpose of collection or recovery of freight charges from responsible parties.

Carriers Obligation

7. Subject to the availability of suitable equipment, Carrier shall provide expeditious and safe service as may be agreed to and shall bill all charges for such services directly to Broker.

8. Carrier shall issue a uniform straight bill of lading identifying itself as the Carrier and showing the kind, condition and numerical quantity of the property received and delivered at the loading and unloading points. Broker shall be named as the third party payor in the "Send freight bill to:" provisions of the bill, but the failure of Carrier to properly complete the bill shall not affect the liability, duties and obligations of the parties. Carrier will assume full and complete responsibility and liability for

any loss, damage or delay of the shipment while in its possession and control. All claims for loss, damage, or delay shall be processed in accordance with 49 C.F.R. ss 370. Carrier shall be liable for the full value of property lost or damaged property. The terms, conditions, or provisions of the governing bill of lading or any other shipping form, tariff or rule utilized shall be subject and subordinate to the terms of this agreement and, in the event of a conflict, this agreement shall govern. This contract cannot be changed, modified, limited or supplemented by referenced to and Carrier rates, rules, classifications, practice, scheduled or tariff.

9. Carrier shall furnish, if capable, transmission of data elements ("EDI") on each shipment in the format specified by the Shipper as well as similar data elements for automated payment of freight bills.

10. Carrier at its sole cost and expense shall furnish all equipment required for the transportation and services hereunder, maintaining equipment in clean condition; good repair and working order. Carrier shall only employ competent properly licensed personnel who will be well trained in the care, safety, and response procedure applicable to shipments being transported. Without prior written consent of Broker, Carrier shall not broker or interline shipments under this Agreement to any other motor carrier, or in substituted service to railroads or any other mode of transportation.

11. Carrier warrants that it is in full compliance with U.S. Dot, state and federal laws and regulations and that it has a satisfactory safety rating.

12. Carrier warrants that it has all risk motor cargo insurance in the amount of \$100,000.00 to compensate Broker and its customers for any loss or damage to property while in its possession and control. Carrier also warrants that it maintains public liability insurance as required by Form BMC-91X on file with the FMCSA. Carrier further warrants that it holds appropriate workman's compensation insurance for all employees. Carrier agrees to provide Broker with a certificate of Insurance evidencing coverage upon request.

13. Carrier agrees to defend indemnity and hold harmless Broker and its customers from any and all loss or third party liability for personal injury, death, or property damage arising out of negligent act or omission of Carrier or its Agents and the provisions of service under this Agreement. Carrier agrees that this warranty shall survive any termination of this Agreement.

Freight Rate/Confirmation in Writing

14. All rates, charges and fees for shipments tendered by Broker and accepted by Carrier under this Agreement shall be reasonable. Such rates and charges may be established or amended verbally in order to meet specific shipping schedules, but such verbal agreements must be confirmed in writing within 12 hours of loading. Such written "load confirmations" shall include all charges for shipments and also shall contain, where applicable, terms and conditions for application of any

additional accessorial charges. This "load confirmation" shall be sent by Broker to Carrier via computer generated facsimile.

15. All written load confirmations shall be deemed as accepted by Carrier and as reflective of the full amount of any agreed freight charges unless disputed prior to pickup.

Shipments Producing Claims, Rejection, Etc.

16. When a shipment is partially or wholly refused or rejected by the receiver or Carrier is unable to deliver it for any reason. Carrier shall notify Broker and the shipper in order to receive disposition instructions. Until such disposition instructions are received. Carrier must place the shipment in a public warehouse under Broker's name or in its terminal or storage facility under reasonable security and provide written notice of such act to Broker. Carrier shall have no right to sell, auction, or otherwise dispose of any property tendered to it but which is undeliverable, without providing written notice of such intent to Broker and to shipper at least 30 days in advance of such sale, auction, or other disposition.

17. Except as provided in the section immediately above. Carrier shall have no right to assert any lien on or against any property transported under this Agreement. If Carrier fails to settle any claim for loss, damage, or delay within 60 days of filing. Broker shall have the right to set-off an amount sufficient to cover such claim and to deduct or withhold such amount from any payment due to Carrier for freight charges.

Non-Solicitation Covenants

18. Carrier and Broker agree that Broker, at great expense, has developed a broad customer base of shippers, receivers and vendors that is essential to the successful operation of the Broker. Carrier and Broker agree that disclosure of the identity of one or more of Broker's said customers to Carrier constitutes valuable consideration. During the term of this Agreement, and for a period of one (1) year from its termination, Carrier shall not, directly or indirectly, solicit or do business of a transportation or warehousing nature with any of Broker's customers who are serviced by Carrier as a result of this Agreement unless otherwise agreed by the parties in writing.

19. Solicitation prohibited under this Agreement means participation in any conduct, whether direct or indirect, the purpose of which involves transportation and/or handling property by Carrier for which Carrier does, or did in the past, provide such services for that customer under

arrangements first made or procured by Broker. Solicitation includes conduct initiated or induced by Carrier.

20. If Carrier should perform services of a transportation or warehousing nature for compensation for any Broker customer without prior documented authorization from Broker during the applicable time period in violation of this Agreement, Carrier shall pay to Broker within ten (10) days of each such violation an amount equal to ten percent (10%) of all revenues invoiced by Carrier to the solicited customer.

21. Broker shall identify its customer to Carrier as each first load from each customer is tendered to Carrier. Carrier's acceptance of the load and movement of the property will acknowledge that this new customer is a Broker customer. Carrier has ten (10) days after such "first load" moves to challenge, in writing, why the customer should not be considered a Broker customer. In any case of challenge, Broker and Carrier will agree in writing exactly how this customer will be handled.

Resolution of Disputes

22. In the event any dispute arises about matters covered by the terms of this Agreement, except disputes relating to lost or damaged cargo, the parties agree to voluntary alternative dispute resolution as a means to resolve matters fairly and equitably and without the cost of litigation. By mutual agreement, mediation or binding arbitration may be held before the Transportation Arbitration Board or by the Arbitration Committee of the Transportation Lawyers Association. In the event of a dispute, a defendant may, at its sole election, demand binding arbitration, conditioned upon its prior posting of an escrow, letter of credit, or other suitable evidence of financial capacity to insure that any award is paid.

23. In the event not stayed by arbitration or mediation, any dispute arising out of this Agreement shall be subject to the statute of limitation applicable under federal transportation law-
Concluding Provisions.

24. Force Majeure. Neither party will be liable for the failure to tender or timely transport property under this agreement if such failure, delay or other omission is caused by strikes, act of God, war, civil disorder or through compliance with legally constituted order of civil or military authorities.

25. Entire Contract. The provisions contained in this Agreement properly express and memorialize the complete understanding and agreement between the parties, including those contained in all prior agreements, both verbal or written, and there are no other agreements or understandings between the parties, express or implied, excepts as set forth herein.

26. Amendments. This Agreement may not be modified or amended except by a subsequent written amendment signed by both parties.

27. Waivers. Waiver by either party of any failure to comply with any provision of this Agreement by the other party shall not be construed as or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.

28. Assignments. Neither party may assign its rights or obligations under this Agreement without the written consent of the other party.

29. Binding Effect. This Agreement shall be binding upon the parties and their legal representatives, successors and authorized assigns.

30. Severability. If any provision of this Agreement is determined by a Court of competent jurisdiction to be contrary to the laws and regulations of any applicable jurisdiction, then such invalid and enforceable provision shall be severed from the Agreement; however such termination shall not in any way affect the validity of any other provisions of this Agreement.

31. Authority of Representatives to Bind Parties. It is agreed and warranted by the parties that the persons signing this Agreement respectively for Carrier and Broker are authorized to do so. No further proof of authorization is or shall be required.

32. Counterparts. This Agreement may be executed in any number of identical counterparts and each such executed counterpart shall be deemed a duplicate original hereof.

33. Notices. Any notices required or permitted to be given under this Agreement shall be in writing and shall be sent by first class mail and by facsimile transmission. The mailed notices shall be addressed to the parties, respectively, at the address shown below, and the contemporaneously. Faxed notices shall be likewise transmitted to the facsimile numbers shown below.

IN WITNESS WHEREOF, the parties have executed this Agreement on the ____ day of _____, 20__.

BROKER

CARRIER

JWB LOGISTICS, INC.

Company Name

Company Name

P.O. Box 628

Address of Principle Office

Address of Principle Office

SEBRING, FL 33872

City, State, Zip Code

City, State, Zip Code

(866) 760-8132

Office Number

Office Number

(866) 465-0302

Fax Number

Fax Number

65-1005298

Tax ID Number

Tax ID Number

Brodie Stephenson/Operations

Printed Name and Title

Printed Name and Title

Signature

Signature