

# TRANSPORTATION BROKER AGREEMENT

THIS AGREEMENT entered into this      day of      , 2008 between MID-X Corp. hereinafter referred to as "Broker," and      , hereinafter referred to as "Carrier."

## RECITALS:

- A. Broker is duly authorized to engage in the arrangement of transportation as a Broker, and desires to engage Carrier from time to time to transport certain commodities. For purposes of this Agreement, each engagement is referred to herein as a "Shipment."
- B. Carrier is duly authorized to engage in shipments as a contract carrier of commodities, and desires to haul Shipments as requested by Broker.
- C. The Parties desire to enter into the Agreement, which Agreement shall govern any contract between the parties with respect to a Shipment.

## AGREEMENT:

- 1. Transportation of Commodities. Broker agrees to engage Carrier from time to time for the purpose of hauling commodities as a contract carrier. Carrier agrees to haul such commodities as requested by Broker. The terms of this Agreement shall control any shipment tendered to and accepted by Carrier. Broker agrees to offer the shipment and Carrier agrees to transport in its own equipment a series of Shipments on a continuing basis consisting of at least three (3) Shipments during the life of this agreement. As liquidated damages, Broker will pay to Carrier Twenty Five Dollars (\$25.00) for each shipment for which it fails to meet the required minimum.
- 2. Term. This Agreement shall become effective on the date hereof, and shall remain in effect for a period of one (1) year from such date, and from year to year thereafter, subject to the right of either party hereto to cancel or terminate this Agreement at any time upon fifteen (15) days notice to the other.
- 3. Obligations of Carrier. Carrier agrees, with respect to each such Shipment:
  - a. That Carrier now has, and shall at all times have, all necessary permits and licenses to transport the Shipment as required.
  - b. That Carrier will Provide Liability insurance in a combined single limit of not less than One Million Dollars (\$1,000,000.00) per occurrence and an amount of not less than One Hundred Thousand Dollars (\$100,000.00) for damage to freight in any single loss, or all insurance required by all applicable laws, rules, or regulations, whichever is greater. Carrier will, upon request, furnish Broker with certificates of all such insurance. All such insurance shall name Broker as an additional insured.
  - c. That Carrier will furnish all equipment required for the performance of its services and will maintain all such equipment in good repair and condition.

- d. That Carrier will employ and be solely responsible for all personnel employed with respect to any Shipment and will be solely responsible for each such employee's licensing and competence.
  - e. That Carrier will not cause or permit any Shipment to be transported by any other motor carrier or any other substitute mode of transportation.
  - f. That Carrier will be responsible to comply with all applicable state and federal regulations, including those of the Interstate Commerce Commission ("ICC") and Department of Transportation ("DOT").
  - g. That Carrier shall be responsible for all Shipments while in transit and shall hold Broker harmless from and indemnify Broker against any claims of liability resulting from loss or damage to any freight transported by Carrier or to any claim for injury or damages resulting from the transportation of a Shipment, including all reasonable attorneys' fees and costs of defense. Carrier shall be liable for full loss resulting from loss, damage, injury or delay on shipments transported under the terms of this agreement. Full actual loss is the replacement cost of freight tendered to the carrier for transport. All claims for loss and damage shall be handled and processed in accordance with regulations published in the Code of Federal Regulations at 49 CFR Part 370. 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 reference to any carrier rates, rules, classification, practice, schedule or tariff.
  - h. That Carrier shall not claim, and hereby waives any right to claim, and lien in any Shipment.
4. Rates, Charges, and Payment. Broker agrees to pay Carrier for transportation under this Agreement in accordance with the Schedule of Rates and Charges attached hereto as Exhibit "A," or later amendments thereto. Broker agrees to pay Carrier within 30 days of receipt of Carrier's freight bill with attached original Bill of Lading as proof of delivery. Even though Carrier may hold authority from the ICC to operate as a common carrier and Carrier's rates and tariffs filed with the ICC shall not under any circumstances be applicable to any Shipment transported on behalf of Broker.
5. Representations.
- a. Broker hereby represents that it is duly authorized to operate as a broker under ICC License No. MC393604 and that Broker shall be duly licensed at any time it requests Carrier to transport a Shipment under the terms of this Agreement.
  - b. Carrier represents that it is duly authorized to engage as a contract carrier under ICC Permit No. MC \_\_\_\_\_ and that it shall be duly licensed at the time of each Shipment.
  - c. Carrier shall not solicit traffic from any shipper, consignor, consignee or customer of Broker where (1) the availability of such traffic first became known to Carrier as a result of the Broker's efforts, or (2) 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 customers, and obtains traffic from such a customer, the Broker then is entitled, for a period of 15 months after the involved traffic first begins to move, to a commission from the carrier of 10% of the transportation revenue received on the movement of the traffic.
6. Miscellaneous.

- a. In the event of any conflict between this Agreement and any other document, the terms and conditions of this Agreement shall control.
- b. In the event any clause or provision in this Agreement is declared to be unenforceable, the remainder of this Agreement shall remain in full force and effect as between the parties.
- c. This Agreement shall be executed by the Broker in the State of Texas and shall be construed under the internal laws of the State of Texas.
- d. This Agreement may be executed in counterparts, and a signed facsimile of this Agreement shall be considered an original for all purposes.
- e. For all purposes of this Agreement, Carrier is an independent contractor, and has no authority to act for Broker as an agent for any purposes.
- f. Carrier authorizes MID-X Corp to invoice Shipper, receiver, consignor or consignee for freight charges as agent for and on behalf of Carrier. Payment of the freight charges to MID-X Corp shall relieve Shipper, receiver, consignor or consignee of any liability to the Carrier for non-payment of charges.

This Agreement shall be governed by Title 49 of the United States Code and Title 49 of the Code of Federal Regulations.

IN WITNESS WHEREOF

The parties have set their hands and seals this        day of        , 2008.

Carrier :

Broker: MID-X Corp

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_