

CARRIER SERVICES AGREEMENT

This Agreement (the "**Agreement**") is entered into on this ____ day of _____, 2011, by and between C.V. Logistics Inc., having its principal office located at 399 Grande Cote Street, Suite 208, Rosemere, Province of Quebec, J7A 1K8 (the "**Broker**"), and _____, having its principal office located at _____ (the "**Carrier**").

WHEREAS Broker is a freight broker that provides services for the transportation of general merchandise and products (the "**Products**") by motor carriers on behalf of shippers (the "**Shippers**" or individually the "**Shipper**") and consignees (the "**Consignees**" or individually the "**Consignee**") and controls the arrangement of such transportation services;

WHEREAS Broker desires to retain Carrier to transport from time to time the Products to be tendered to Carrier under this Agreement, on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, Broker and Carrier agree as follows:

1. General. Carrier agrees, as an independent contractor, to safely, promptly and efficiently transport the Products tendered to Carrier and perform any and all related services that may be required from Carrier pursuant to this Agreement in accordance with Broker's instructions and/or Shipper's or Consignee's instructions.
2. Terms of Carriage. Carrier will transport the Products identified on Bills of Lading separately issued by Broker and/or Shipper from time to time (each, a "**Bill of Lading**") pursuant to the terms of the applicable Bill of Lading and this Agreement. The Carrier shall transport the Products by the particular schedule, appointment, vehicle, in time for any particular market, and in any matter agreed upon by the Broker and Carrier.
3. Rates; Invoices.
 - (a) Broker will pay Carrier for transportation services performed at Broker's request in accordance with the rates and charges set forth in writing in the Carrier confirmation provided to Carrier at the time of the load tender.
 - (b) Each invoice submitted to Broker shall be accompanied by a copy of the signed Bill of Lading (Proof of delivery). Broker shall pay the undisputed portion of all appropriately submitted invoices within thirty (30) days after the date of receipt of the invoice. Broker shall have the right to offset claims of loss, damage or delay against any freight or other charges invoiced to Broker hereunder.
 - (c) As between Broker and Carrier, all costs of rendering the services provided for herein (including compensation of subcontractor as well as payment of all taxes or other governmental assessments imposed on Carrier) shall be borne solely and exclusively by Carrier.
 - (d) Any waiting time must be notified to Broker as soon as it occurs and such notification can be made by telephone, email or fax. Any waiting time shall be authorized by the Broker and Carrier agrees and acknowledges that it will not be entitled to any amount or additional fees for waiting time unless such waiting time is notified to Broker.
4. Certification; Safety; Compliance with Laws.
 - (a) Carrier hereby certifies that it has, is responsible for and that it will maintain, all licenses, permits, authorizations and registrations required to lawfully perform its obligations under this Agreement ("**Permits**"). Upon request, Carrier shall provide Broker with a true, correct and complete copy of each Permit. Carrier shall notify Broker immediately in the event of any suspension, cancellation, termination, withdrawal, modification or transfer of any of its Permits.
 - (b) Upon request, Carrier shall furnish Broker with a true, correct and complete copy of Carrier's safety rating issued by all relevant governmental agencies. Carrier shall at all times during the term of this Agreement maintain a safety rating of "Satisfactory" or above as determined by the applicable laws in Quebec, Ontario and in the other jurisdictions where Carrier shall perform its obligations hereunder.
 - (c) Carrier shall, at its sole cost and expense, comply with all applicable laws, rules, regulations and ordinances pertaining to its services under this Agreement, including without limitation, any that prescribe limitations on the weight of freight to be carried under this Agreement or require stopping at scale checkpoints for weighing.
5. Obligations of Carrier. Without restricting the generality of the other obligations provided for in this Agreement, Carrier also agrees to the following:
 - (a) At no additional charge to Broker, Shipper or Consignee, as the case may be, Carrier shall telephone the appropriate dispatch office of Broker without delay and as soon as possible to report any scheduled loads that did not pick up, or any pending pick-up or deliveries that are in jeopardy of missing their pick-up or delivery appointments. If a load is not picked up or delivered as the case may be, or in the judgment of Broker, is in jeopardy of meeting the original pick-up or delivery appointment, Broker may re-assign the load to another carrier without recourse to Carrier.

- (b) Carrier shall be liable for the number of shipping Products noted on any Bill of Lading, and shall deliver said Products in the same condition as tendered at origin. If Carrier's driver is not able or is not given an opportunity to inspect and count the Products prior to acceptance by the Carrier, the Bill of Lading must be noted "SL&C" (Shippers Load & Count) or with a similar notation. When less-than-truck-load shipments are loaded and counted by the Shipper, such shipments shall be inspected and counted by Carrier at its first break-bulk point and all discrepancies shall be reported immediately to Broker.
 - (c) Carrier hereby agrees and acknowledges that Broker shall not be liable for any wages, fees, payroll taxes, assessments or reassessments with respect to workers compensation (as described in section 7(d) below) or other expenses relating to employees, agents, owner-operators or subcontractors of Broker. Carrier agrees and covenants to hold and save Broker harmless from the amounts or claims described above in this section.
 - (d) At all times, Carrier shall carefully follow the instructions described in the Carrier confirmation provided to Carrier.
6. Indemnification. Carrier shall indemnify, hold harmless, and defend Broker and Shipper and/or Consignee, as the case may be, and their affiliates and their respective employees, officers, directors, shareholders, insurers, agents and representatives (collectively, the " **Indemnified parties** "), from all claims, liabilities, damages, suits, proceedings, costs and expenses (including reasonable attorneys' fees) (collectively, the " **Losses** "), for any damage, injury, death, loss or destruction of any kind relating to or arising out of the performance of this agreement, including without limitation, loss or damage to any property, the Products or injury to or death of any person (including, without limitation, Carrier or Carrier's employees), whether arising as a workers' compensation claim or under negligence, tort, strict liability, intentional misconduct, or fault of any kind, except to the extent such Losses were the result of the gross negligence or willful misconduct by the indemnified parties. This provision shall survive expiration or termination of this Agreement.
7. Insurance.
- (a) Section 6 (Indemnification) is in addition to and not a substitution for or a limitation of the insurance provisions set forth in this Section 7. Without restricting any of the other provisions of this Agreement, Carrier shall, as long as this Agreement is in effect, maintain, at Carrier's expenses, the following insurance:
 - (i) Commercial general liability coverage extended to include contractual, products, and completed operations, providing a minimum of \$2,000,000 per occurrence, \$2,000,000 personal and advertising injury aggregate, \$5,000,000 general aggregate limit and \$2,000,000 aggregate products and completed operations. This insurance must not contain a professional liability coverage exclusion;
 - (ii) Commercial automobile liability coverage providing bodily injury and property damage liability coverage with a combined single limit of a minimum of \$2,000,000 on any of one (1) occurrence;
 - (iii) Cargo liability insurance coverage with full replacement value for Products and of not less than \$200,000; and
 - (iv) If, when and as applicable, valid workers compensation insurance coverage for Carrier and Carrier employees.
- The insurance coverages provided above shall not limit Carrier's obligations and liability to Broker under the provisions of this Agreement or of laws of any jurisdictions where Carrier may be called upon to travel in providing motor carrier transportation services pursuant to this Agreement, as applicable.
- (b) Certificates of Insurance. Prior to performance under this Agreement, Carrier shall furnish to Broker, if requested by Broker, certificate(s) of insurance from an insurer or insurers satisfactory to Broker evidencing compliance with the provisions of this Section 7.
 - (c) Motor Carrier Insurance. Carrier shall require all of its owner-operators and subcontractors providing motor carrier transportation and related services pursuant to the terms of this Agreement to carry and maintain at their expense, at all relevant times and for all relevant periods, the insurance coverage required pursuant to the terms of this Agreement, including the coverage specifically provided for at paragraph (a) above.
 - (d) Workers Compensation. Carrier, while this Agreement is in force between the parties, shall at all times be registered and in good standing with the *Commission de la santé et sécurité au travail* (" **CSST** ") or the equivalent workers' compensation board in jurisdictions other than Quebec, if, when and as applicable. Carrier shall require its owner-operators and subcontractors hired for purposes of motor carrier transportation and related services to be so registered and in good standing. Carrier shall, and require that each of its contractors and subcontractors, at all times and for all periods relevant to this Agreement, ensure that all assessments or reassessments by the CSST or its equivalent in any other applicable jurisdiction are paid.
8. Status. Carrier and its subcontractors, employees and agents are independent contractors as to Broker for all purposes related to and at all times during this Agreement. Carrier has responsibility for, and control over, the means and details of performing its services hereunder in accordance with this Agreement and all such services shall be controlled and supervised exclusively by Carrier. Broker will incur no liability or obligation to employees, agents, subcontractors or other parties utilized by Carrier to perform this Agreement, and Carrier will require all such persons to comply with the terms of this Agreement. Broker will not be liable for any act or omission of Carrier or any of its employees, contractors or agents.

- 9. Confidentiality of Information. As a result of the relationship created between Broker and Carrier by this Agreement, Carrier acknowledges that it may become privy to Broker's secret or confidential information concerning business, products, technical data, activities, technology, customers, suppliers, contracts, finances, rates, fees, personnel, research, plans, policies, or other information (collectively, the "**Confidential Information**"), the dissemination of which might prove prejudicial to Broker. Carrier shall not, directly or indirectly, at any time either during the term of or following termination of this Agreement disclose or use the Confidential Information: (a) other than for the purpose of fulfilling its obligations to Broker under this Agreement; (b) except to the extent required by applicable law; and (c) except where the Confidential Information has become publicly available through no fault of Carrier. Carrier shall return all such Confidential Information and all copies or recordings of the same to Broker immediately upon Broker's request.
- 10. Non-solicitation undertaking. Carrier agrees to not directly or indirectly solicit freight from Shippers or Consignees that it hauled for as a result of the efforts of Broker under this Agreement throughout the duration of this Agreement and for a period of two (2) years after termination of this Agreement. Should Carrier breach this provision, it is understood between the parties that damages to Broker would be difficult to calculate. Therefore, the parties have stipulated and agreed that should Carrier breach this provision, the sum of \$10,000 (Canadian dollars) per occurrence shall be paid by Carrier to Broker upon demand not as liquidated damages but as partial damages.
- 11. Agreement non-exclusive. The parties agree that this is a non-exclusive Agreement. Carrier hereby accepts and acknowledges that Broker may tender freight to other carriers, at its sole discretion.
- 12. Survival. Sections 1, 6, 9, 10 and this Section 12, and all other provisions of this Agreement that by their content are intended to survive the termination or expiration of this Agreement, shall so survive the termination and expiration of this Agreement.
- 13. Miscellaneous. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and permitted assigns. This Agreement shall be governed by and construed in accordance with the laws of the Province of Quebec (without regard to its conflicts of laws provisions), and any dispute arising out of this Agreement shall be subject to the exclusive jurisdiction and venue of the federal and state courts sitting in the Province of Quebec.
- 14. Amendment and Termination. No change, modification or waiver of any term of this Agreement shall be valid unless it is in writing and signed by both parties. Each party to this Agreement has the right to cancel the Agreement by giving the other party a written notice of thirty (30) days.

IN WITNESS WHEREOF, the parties have caused this Carrier Services Agreement to be executed by their duly authorized representatives on the day and year set forth below.

C.V. LOGISTICS INC.

Per: _____
 Title: Marc Thibodeau
 Address: General Manager
 399 Grande Côte Street, Suite 208
 Rosemère, Québec, J7A 1K8
 Phone: (450) 965-0007
 Fax: (450) 621-2092

CARRIER: _____
 Per: _____
 Signature: _____
 Title: _____
 Address: _____
 Phone: _____
 Fax: _____