

OCEANEX INC. (hereafter the "BROKER") as an enterprise authorized under the laws of Canada to carry on business as Freight Broker and to arrange for freight transportation within Canada; and in respect of movements of freight within the United States of America as a Freight Broker authorized by the Federal Motor Carrier Safety Administration (FMCSA) Docket Number MC-936252-B U.S. DOT no. 1621763, offers and agrees to move the Customer's Freight on the following terms and conditions:

1. **COVERAGE.** – The terms and conditions contained herein shall apply to the movement of the freight of the Customer described in the Rate Quotation issued by the BROKER to the Customer (hereafter the "SHIPPER"), and the Customer Load and Rate Agreement associated with the Rate Quotation.
2. **SERVICE.** – BROKER agrees to arrange for transportation of SHIPPER's freight (hereafter the "Freight") pursuant to these terms and conditions and in compliance with all applicable Canadian and the United States federal, provincial, state and local laws and regulations relating to the brokerage of the Freight. BROKER's responsibility shall be limited to arranging for, but not actually performing, transportation of SHIPPER's freight.
3. **VOLUME.** – BROKER agrees to arrange for the transportation of shipments, tendered and offered by SHIPPER in accordance with the Rate Quotation issued by the BROKER to the Customer (hereafter the "SHIPPER"), the Customer Load and Rate Agreement associated with the Rate Quotation and these terms and conditions (which Rate Quotation, Customer Load and Rate Agreement and Terms and conditions are hereafter collectively referred to as the "Agreement").
 - (a) SHIPPER is not restricted from tendering freight to other brokers, or directly to motor carriers. BROKER is not restricted from arranging transportation for other parties.
 - (b) SHIPPER shall be responsible to BROKER for timely and accurate delivery instructions and description of the cargo, including any special handling requirements, for any shipment.
4. **FREIGHT CARRIAGE.** – BROKER warrants that it has entered into, or will enter into, bilateral contracts with each Carrier it utilizes in the performance of this Agreement. BROKER further warrants that those contracts comply or will comply with all applicable federal, provincial and state regulations and shall include provisions to the following effect:
 - (a) Carrier shall agree to defend, indemnify and hold BROKER and SHIPPER harmless from all damages, claims or losses arising out of its performance of the Agreement, including cargo loss and damage, theft, delay, damage to property, and personal injury or death.
 - (b) Carrier shall agree that its liability for cargo loss or damage shall: where the cargo is shipped between Canada and the United States or solely within the United States be no less than that of a Common Carrier as provided for in 49 USC 14706 (the Carmack Amendment); or where the cargo is shipped solely within Canada be no less than and as provided for under applicable Canadian federal and provincial law and regulations. No exclusion contained in Carrier's insurance coverage or any way bill or other document issued by the Carrier shall exonerate Carrier from liability under or pursuant to this clause.

- (c) Carrier shall agree to maintain at all times during the term of the contract, insurance coverage with limits not less than the following:

General Liability/Property Damage	\$2,000,000
Auto Liability	\$2,000,000 or such greater amount as is required by law
Cargo Liability	\$250,000
Worker's Compensation	as required by law

BROKER shall verify that each Carrier it utilizes in the performance of this Agreement has insurance coverage as defined above.

- (d) Carrier shall agree that the provisions contained in 49 CFR 370.1 et seq. shall govern the processing of claims for loss, damage, injury or delay to property and the processing of salvage related to any cargo moved within the United States.
- (e) Carrier shall authorize BROKER to invoice SHIPPER for services provided by the Carrier. Carrier shall further agree that BROKER is the sole party responsible for payment of its invoices and that, under no circumstance, will Carrier seek payment from the SHIPPER, consignee or BROKER's customer.
- (f) Carrier shall agree that at no time during the term of its contract with BROKER, shall Carrier: if and to the extent it is engaged in carriage of commodities in the United States under its contract with BROKER have an "Unsatisfactory" safety rating as determined by the Federal Motor Carrier Safety Administration (FMCSA) or any applicable state regulatory authority; and if and to the extent it is engaged in the carriage of commodities in Canada under its contract with BROKER have an "Unsatisfactory" safety rating as determined by any applicable federal or provincial regulatory authority in Canada. If Carrier receives an "Unsatisfactory" safety rating from any such jurisdiction it shall immediately notify BROKER. BROKER shall not knowingly utilize any Carrier with an "Unsatisfactory" safety rating in the performance of this Agreement.
- (g) Carrier shall agree that the terms and conditions of its contract with BROKER shall apply on all shipments it handles for BROKER. Any terms in a tariff that are referenced in the Carrier contract which are inconsistent with the contract shall be subordinate to the terms of the contract between the Carrier and the Broker.
- (h) Carrier shall expressly waive all rights and remedies under ***Title 49 U.S.C., Subtitle IV, Part B*** to the extent that they conflict with the contract.
- (i) BROKER further warrants it will require proof of insurance and operating authority from each Carrier and, should BROKER utilize the services of any Carrier or other broker on SHIPPER's behalf, which Carrier and/or broker does not have proof of insurance and/or operating authority, BROKER agrees to indemnify and hold harmless SHIPPER from all legitimate claims

not paid by Carrier, including but not limited to cargo loss and damage claims.

5. **RECEIPTS AND BILLS OF LADING.** – If requested by SHIPPER, BROKER agrees to provide SHIPPER with proof of acceptance and delivery of such loads in the form of a signed Bill of Lading or Proof of Delivery, as specified by SHIPPER. SHIPPER's insertion of BROKER's status as a Freight Broker. The terms and conditions of any freight documentation used by BROKER or Carrier selected by BROKER may not supplement, alter, or modify the terms of this Agreement.
6. **PAYMENTS.** – BROKER shall invoice SHIPPER for its services in accordance with the rates, charges and provisions set forth and described in the Rate Quotation issued by the BROKER to the SHIPPER and the Customer Load and Rate Agreement associated with that Rate Quotation, and any written supplements or revisions that are mutually agreed to between the PARTIES. If rates are negotiated between the PARTIES and not otherwise confirmed in writing, such rates shall be considered "written", and shall be binding, upon BROKER's invoice to SHIPPER and SHIPPER's payment to BROKER. SHIPPER agrees to pay BROKER's invoice within thirty (30) days of invoice date without deduction or setoff. BROKER shall apply payment to the amount due for the specified invoice, regardless of whether there are earlier unpaid invoices. Payment of the freight charges to BROKER shall relieve SHIPPER, consignee or other responsible party of any liability to the Carrier for non-payment of its freight charges; and BROKER hereby covenants and agrees to indemnify SHIPPER, consignee or other responsible party against such liability.
7. **CLAIMS.** –
 - (a) **Freight Claims:** SHIPPER must file claims for cargo loss or damage with BROKER within one hundred and eighty (180) days from the date of such loss, shortage or damage, which for purposes of the Agreement shall be the delivery date or, in the event of non-delivery, the scheduled delivery date. SHIPPER must file any civil action against BROKER in a Court of Law within two (2) years from the date the Carrier or BROKER provides written notice to SHIPPER that the Carrier has disallowed any part of the claim in the notice. Carriers utilized by BROKER shall agree in writing with BROKER to be liable for cargo loss or damage as outlined in paragraph 4(b) above. The Carriers' cargo liability for any one shipment shall not exceed its value as declared, unless BROKER is notified by SHIPPER of the increased value prior to shipment pickup and with reasonable advance notice to allow BROKER and/or the Carrier to procure additional insurance coverage. It is understood and agreed that the BROKER is not a Carrier and that the BROKER shall not be held liable for loss, damage or delay in the transportation of SHIPPER's property unless caused by BROKER'S negligent acts or omissions in the performance of this Agreement. BROKER shall assist SHIPPER in the filing and/or processing of claims with the Carrier. If payment of claim is made by BROKER to SHIPPER, SHIPPER automatically assigns its rights and interest in the claim to BROKER so as to allow BROKER to subrogate its loss. In no event shall BROKER or BROKER'S Carrier be liable to SHIPPER or anyone else for special, incidental, economic or consequential damages that relate to loss, damage or delay to a shipment, unless SHIPPER has informed BROKER in written or electronic form, prior to or when tendering a shipment or series of shipments to BROKER, of the potential nature, type and approximate value of such damages, and BROKER specifically agrees in written or electronic form to accept responsibility for such damages.

(b) **All Other Claims:** The PARTIES shall notify each other within sixty (60) days of learning of any claims other than cargo loss or damage claims, and shall file any such claims with the other Party within one hundred eighty (180) days from the date of notice. Civil action, if any, shall be commenced in a Court of Law within two (2) years from the date either Party provides written notice to the other Party of such a claim.

8. **INSURANCE:** BROKER agrees to procure and maintain at its own expense, at all times during the term of this Agreement, the following insurance coverage amounts:

Comprehensive general liability insurance covering bodily injury and property damage	\$2,000,000
Cargo Carriers Legal Liability Insurance	\$250,000
Errors and Omissions Insurance	\$100,000

BROKER shall submit to SHIPPER a certificate of insurance as evidence of such coverage and which names SHIPPER as "Certificate Holder".

9. **SURETY BOND.** – BROKER shall maintain a surety bond or trust fund agreement as required by the Federal Motor Carrier Safety Administration in the amount of \$75,000 USD and furnish SHIPPER with proof upon request.

10. **HAZARDOUS MATERIALS.** – SHIPPER and BROKER shall to the extent that any shipments constitute hazardous materials: where and to the extent that the carriage is within the United States comply with all applicable laws and regulations relating to the transportation of hazardous materials as defined in 49 CFR 172.800 and 173 et seq.; and where and to the extent that the carriage is within Canada; comply with all applicable laws and regulations relating to the transportation of hazardous material. SHIPPER is obligated to inform BROKER immediately if any such shipments do constitute hazardous materials. SHIPPER shall defend, indemnify and hold BROKER harmless from any penalties or liability of any kind, including reasonable attorney fees, arising out of SHIPPER's failure to comply with applicable hazardous materials laws and regulations.

11. **DEFAULT.** – Both parties will discuss any perceived deficiency in performance and will promptly endeavour to resolve all disputes in good faith. However, if either Party materially fails to perform its duties under this Agreement, the Party claiming default may terminate this Agreement on ten (10) days written notice to the other Party. SHIPPER shall be responsible to pay BROKER for any services performed prior to the termination of this Agreement and for shipments not yet completed and/or not yet invoiced to SHIPPER.

12. **INDEMNIFICATION.** – Subject to insurance limits in Section 8, BROKER and SHIPPER shall defend, indemnify and hold each other harmless against any claims, actions or damages, including, but not limited to, cargo loss, damage, or delay, and payment of rates and/or accessorial charges to Carriers, arising out of their respective performances under this Agreement, provided, however, the indemnified party shall not offer settlement of any such claim without the agreement of the indemnifying party, which agreement shall not be unreasonably withheld. If the indemnified party offers or agrees to a

settlement for such a claim without the written agreement of the indemnifying party, the indemnifying party shall be relieved of its indemnification obligation. Neither party shall be liable to the other party for any claims, actions or damages due to the negligence of the other party. Although Section 8 only imposes insurance requirements upon BROKER, for purpose of this Section 12, those amounts also shall limit the scope of SHIPPER's indemnification obligations. The obligation to defend shall include all costs of defense as they accrue.

13. **ASSIGNMENT/ MODIFICATIONS OF AGREEMENT.** – Neither Party may assign or transfer this Agreement, in whole or in part, without the prior written consent of the other Party. No amendment or modification of the terms of this Agreement shall be binding unless in writing and signed by the PARTIES.
14. **SEVERABILITY/SURVIVABILITY.** – In the event that the operation of any portion of this Agreement results in a violation of any law, or any provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the PARTIES agree that such portion or provision shall be severable and that the remaining provisions of the Agreement shall continue in full force and effect. The representations and obligations of the PARTIES shall survive the termination of this Agreement for any reason.
15. **INDEPENDENT CONTRACTOR.** – It is understood between BROKER and SHIPPER that BROKER is not an agent for the Carrier or SHIPPER and shall remain at all times an independent contractor. SHIPPER does not exercise or retain any control or supervision over BROKER, its operation, employees, or carriers.
16. **NON-WAIVER.** – Failure of either Party to insist upon performance of any of the terms, conditions or provisions of this Agreement, or to exercise any right or privilege herein, or the waiver of any breach of any of the terms, conditions or provisions of this Agreement, shall not be construed as thereafter waiving any such terms, conditions, provisions, rights or privileges, but the same shall continue and remain in full force and effect as if no forbearance or waiver had occurred.
17. **NOTICES.** – Unless the PARTIES notify each other in writing of a change of address, any and all notices required or permitted to be given under this Agreement shall be in writing (or fax with machine imprint on paper acknowledging successful transmission) and shall be addressed to the person or persons referenced in the Rate Quotation issued by the BROKER to the SHIPPER and the Customer Load and Rate Agreement associated with that Rate Quotation at the address and/or contact information shown in the same.
18. **FORCE MAJEURE.** – Neither Party shall be liable to the other for failure to perform any of its obligations under this Agreement during any time in which such performance is prevented by fire, flood, or other natural disaster, war, embargo, riot, civil disobedience, or the intervention of any government authority, or any other cause outside of the reasonable control of the SHIPPER or BROKER, provided that the Party so prevented uses its best efforts to perform under this Agreement and provided further, that such Party provides reasonable notice to the other Party of such inability to perform. For greater certainty the PARTIES declare and agree that the impecuniosity of a Party shall not be regarded as an event of Force Majeure.

19. **CHOICE OF LAW AND VENUE.** – All questions concerning the construction, interpretation, validity and enforceability of this Agreement shall be submitted to the jurisdiction of courts from the judicial district of Montreal, Province of Quebec or the Federal Court of Canada. To the extent that the federal law of the United States or the law of any state of the United States is applicable to this Agreement the same shall be proven in the courts referenced in this section. Otherwise, this Agreement shall be governed by and interpreted in accordance with laws of the Province of Quebec and the federal laws of Canada and the laws of any Canadian province or territory applicable thereto.
20. **CONFIDENTIALITY.** – BROKER shall not utilize SHIPPER's name or identity in any advertising or promotional communications without written confirmation of SHIPPER's consent and the PARTIES shall not publish, use or disclose the contents or existence of this Agreement except as necessary to conduct their operations pursuant to this Agreement. BROKER will require its carriers and/or other brokers to comply with this confidentiality clause.
21. **ENTIRE AGREEMENT.** – This Agreement, including all Appendices and Addenda, constitutes the entire agreement intended by and between the PARTIES and supersedes all prior agreements, representations, warranties, statements, promises, information, arrangements, and understandings, whether oral, written, expressed or implied, with respect to the subject matter hereof.
22. **AUTHORIZED SIGNATORIES.** – It is agreed and warranted by the PARTIES that the individuals acting on behalf of the respective PARTIES are authorized to do so and to enter into the agreement contemplated and referenced in the Agreement on behalf of the same. No further proof of authorization is or shall be required.
23. **ORIGINALS, ELECTRONIC OR FACSIMILE COPIES AND COUNTERPARTS.** – Upon the issuance of a Rate Quotation issued by the BROKER to the SHIPPER and the acceptance of the same by the SHIPPER by email, facsimile or by other written means and the putting in place by signing or email or facsimile acceptance of the Customer Load and Rate Agreement associated with the Rate Quotation referenced in these Terms and Conditions, the Agreement referenced in these Terms and Conditions and those documents shall be legally deemed to be in place and in force and binding on the BROKER and the SHIPPER. For the purposes of the Agreement and any proceedings arising from it or its interpretation, an email or facsimile or other writing evidencing such consent shall be as binding upon the BROKER and the SHIPPER as an original signature.
24. **LANGUAGE.** – The PARTIES have expressly requested that this Agreement and related schedules be drawn up in English only. *Les PARTIES ont expressément demandé que le présent Accord et les annexes y afférentes soient rédigés en langue anglaise seulement.* In the event that the SHIPPER requests the BROKER to provide a copy of this Agreement in the French language and the BROKER does so, to the extent that there is any conflict between the English and French versions of this Agreement the English version shall prevail.