

PARADIGM TRANSPORTATION MANAGEMENT GROUP, INC.
INDEPENDENT CONTRACTOR AGREEMENT
(Property Broker)

THIS INDEPENDENT CONTRACTOR AGREEMENT ("Agreement") is made and entered into effective this ___ day of _____, 20__ (the "Effective Date"), by and between PARADIGM TRANSPORTATION MANAGEMENT GROUP, Inc. (hereinafter "BROKER") and _____, FEIN/SSN: _____ (hereinafter "CONTRACTOR") and, for the limited purposes expressed herein, _____ (hereinafter "Principal").

WHEREAS, BROKER is a duly registered property broker (USDOT No.: _____) authorized to arrange the transportation of general commodities by motor truck and railroad service for hire;

WHEREAS, CONTRACTOR is has experience, capabilities, knowledge, and expertise in matters of arranging the interstate transportation of general commodities by motor carrier and / or railroad services, and desires to provide services in concert with BROKER as an independent contractor, to include the solicitation and execution of freight shipments through BROKER's logistics brokerage operating platform;

WHEREAS, Principal is a material participant in the business of CONTRACTOR and agrees to be individually bound by those certain provisions referenced in this Agreement as hereinafter set forth; and

WHEREAS, BROKER wishes to engage and authorize CONTRACTOR as an independent contractor for the purposes and upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the above recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. APPOINTMENT OF CONTRACTOR AS INDEPENDENT CONTRACTOR

- a. In accordance with this Agreement, BROKER appoints CONTRACTOR as an authorized representative and independent contractor to carry out the business of BROKER, as permitted under BROKER's status as a registered property broker and this Agreement, and to provide "Services," which are described as: (i) identifying, soliciting and offering to arrange transportation of general commodities and related services to Contractor's Customer Accounts, and other accounts which CONTRACTOR pursues through BROKER's logistics services platform and business and administrative policies, consistent with applicable laws; and (ii) executing the work and tasks necessary to arrange and complete the transportation of general commodities shipments and related services on behalf of Contractor's Customer Accounts, to include arranging, scheduling, dispatching, tracking and tracing, and communicating with independent motor carriers under contract with BROKER.
 - i. "Contractor's Customer Accounts," as of the date of this Agreement, are listed in Exhibit "A," attached hereto. Contractor shall be designated such further and other customer accounts in accordance with the BROKER's Account Assignment Policy, each of which shall be deemed a Contractor's Customer Account.
 - ii. BROKER shall have the right to remove CONTRACTOR from an account upon a customer's request, or complaint, or if in BROKER's sole judgment a customer is not being properly serviced or the account has been inactive for six (6) months or more, unless the account has been previously designated, in writing, as a seasonal account. Unless otherwise agreed in writing, CONTRACTOR shall have no proprietary interests of any kind in any accounts given to CONTRACTOR by BROKER.
 - iii. CONTRACTOR acknowledges that BROKER may appoint or hire other independent contractors to perform services similar to the Services to be performed by CONTRACTOR hereunder, and except with respect to Contractor's Customer Accounts during the Term of this Agreement and as

provided under BROKER's Account Assignment Policy, BROKER does not grant, warrant or guarantee CONTRACTOR exclusivity in any respect.

- b. BROKER, CONTRACTOR, and Principal irrevocably agree that the relationship between them is that of independent contractor and that no employer/employee, partnership, or joint venture relationship is intended or created by this Agreement. BROKER shall not have the right to control the time, manner nor method by which CONTRACTOR performs the Services, provided, however, CONTRACTOR shall be bound by the business administration policies established by BROKER from time to time. CONTRACTOR's representatives are not required to visit or spend any time at BROKER's place of business. CONTRACTOR may perform the Services from any location CONTRACTOR chooses and may devote the time and effort that CONTRACTOR desires or deems appropriate. CONTRACTOR shall utilize its own equipment, tools, and supplies for which it shall not be entitled to reimbursement. Neither CONTRACTOR, nor Principal, will represent itself, or himself, or herself as holding any executive or management or employment position with BROKER or any of BROKER's affiliates.
- c. CONTRACTOR acknowledges, understands and agrees that: (i) BROKER does not provide workers' compensation or employer liability insurance or benefits to CONTRACTOR or to CONTRACTOR's principals, employees or sub-contractors. CONTRACTOR, for itself, and on behalf of CONTRACTOR's principals, employees, and sub-contractors (hereinafter "Team Members") hereby releases and discharges BROKER from any claim for workers' compensation, employer liability, and any other employment related benefits; (ii) BROKER shall not withhold from its payments to CONTRACTOR any local, state or federal taxes. CONTRACTOR shall be fully and solely responsible for and shall pay any and all local, state or federal taxes or assessments against or upon any monies paid or payable by BROKER to CONTRACTOR pursuant to this Agreement as compensation. CONTRACTOR, for itself, and on behalf of CONTRACTOR's Team Members hereby releases, and discharges BROKER from any liability for payment of any such taxes or assessments and shall indemnify and hold harmless BROKER with respect to the same; (iii) upon the termination of this Agreement, CONTRACTOR and CONTRACTOR's Team Members shall have no right to obtain unemployment benefits from BROKER. CONTRACTOR, for itself, and on behalf of CONTRACTOR's Team Members, hereby releases and discharges BROKER from any claim for unemployment benefits, payments, or contributions and shall indemnify and hold harmless BROKER with respect to the same.
- d. BROKER grants to CONTRACTOR a non-exclusive right to use BROKER's trade name, approved derivations thereof, and "Marks" for the sole purpose of performing Services under this Agreement. For purposes of this Agreement, "Marks" means such trademarks, service marks, slogans, color combinations, designs, insignia, emblems, symbols, domain names, metatags, and other intellectual property or proprietary business-identifying characteristics as now are or hereafter may be owned or used by BROKER. CONTRACTOR acknowledges and agrees that BROKER possesses the absolute right to grant other licenses in, to, and under the Marks and to develop and license business identifying characteristics to identify BROKER's business. CONTRACTOR expressly agrees: (i) that CONTRACTOR shall not have or acquire any right, title, or interest in the Marks as a result of this Agreement, except the right to use the same as granted herein; (ii) that nothing contained in this Agreement shall license, authorize, or empower any other person, firm, corporation, or business with which CONTRACTOR is connected (other than BROKER) directly or indirectly to use the Marks; and (iii) that CONTRACTOR shall not have the right to assign the rights licensed to it herein. Upon termination of this Agreement, the non-exclusive license granted herein shall immediately terminate, expire, and shall be of no further force or effect.

2. CONTRACTOR'S COMPENSATION FOR SERVICES

CONTRACTOR's only compensation in consideration of the Services under this Agreement to be paid by BROKER shall be derived from the Gross Margin generated by CONTRACTOR through BROKER's logistics brokerage operating platform as set forth in the attached Exhibit "B," which is incorporated herein by reference. CONTRACTOR's compensation payments shall be referred to as "commission(s)," the amount of which may vary, and depend on the results of CONTRACTOR's efforts, for freight shipments (also referred to as "loads" or "transactions") arranged on

behalf of Contractor's Customer Accounts. BROKER shall calculate and pay CONTRACTOR's commission(s) based on the total amount of Services BROKER invoices representing completed Services performed by CONTRACTOR under this Agreement. CONTRACTOR's commission(s) hereunder shall be deemed earned at the time of BROKER's receipt of payment of the invoiced amount from CONTRACTOR's Customer Account. CONTRACTOR's commission(s) are subject to adjustment subject to the terms provided in this Agreement.

3. OBLIGATIONS OF CONTRACTOR

- a. CONTRACTOR agrees to: (i) establish and carry out the procedures required to conform to existing local, state and federal laws or regulations and to otherwise conduct its business in compliance with all local, state or federal laws governing CONTRACTOR and its business; (ii) maintain a level of expertise necessary to competently perform the Services; (iii) offer rates and terms to Contractor's Customer Accounts and prospective customers which are commercially reasonable and market competitive; (iv) with respect to Contractor's Customer Accounts, solicit and secure written freight shipment or load tenders and issue written acceptance confirmations; (v) with respect to each freight shipment or load, provide BROKER with accurate tender(s) and corresponding acceptance(s) through BROKER's motor carrier technology platform BROKER's logistics technology platform; (vi) arrange/assign/dispatch eligible motor carriers, railroads, intermodal marketing companies, ocean vessels, as the case may be, under contract with BROKER to transport freight shipments for Contractor's Customer Accounts; (vii) for each freight shipment or load, promptly communicate to BROKER any claim or incident of bodily injury, property damage, and cargo claim or loss, damage, shortage or delay of which CONTRACTOR or any Team Member becomes aware; and (viii) perform all other contractual obligations as set forth in this Agreement.
- b. Prior to providing Services to or for Contractor's Customer Accounts, CONTRACTOR shall first obtain and / or confirm with BROKER each such customer's approved payment terms, if any, and sufficient open trade credit to provide such Services. CONTRACTOR shall be liable to BROKER for the total loss of any monetary amount in excess of the approved credit account limit (as of the date Services first commenced with respect to the unpaid amount in excess of such credit limit) and which is uncollectible or remains unpaid for ninety (90) days, including costs of collection and reasonable attorneys' fees. CONTRACTOR shall not submit a credit application or request credit for any party which is affiliated with CONTRACTOR or Principal without providing advance written notice of such affiliation and obtaining BROKER's written consent.
 - i. With respect to unpaid freight invoices or freight charges for the Services provided in accordance with BROKER's approved credit account limit for a Contractor's Customer Account (as of the date Services first commenced with respect to the unpaid amount), CONTRACTOR's liability for non-payment, short payment, or adjustment due to such Contractor's Customer Account's credit worthiness, any of which has the effect of reducing Gross Margin, shall be for the full amount of such non-payment, short payment, or adjustment, but not greater than CONTRACTOR's commission compensation paid or to be paid for such freight shipment(s). In the event of non-payment, short payment, or adjustment due to erroneous or incorrect charges submitted by CONTRACTOR, or service failures caused by CONTRACTOR, then CONTRACTOR's liability for non-payment, short payment, or adjustment to such charges which has the effect of reducing Gross Margin, shall be for the full amount of such adjustment, without regard to CONTRACTOR's commission compensation paid or to be paid for such freight shipment(s).
 - ii. With respect to purchased transportation and related costs and charges incurred by CONTRACTOR in connection with CONTRACTOR's performance of Services, for which BROKER is liable, CONTRACTOR's responsibility for any valid adjustment to such costs or charges asserted by providers of purchased transportation and related costs and charges, which has/have the effect of reducing Gross Margin, shall be for the full amount of such adjustment.
 - iii. With respect to unpaid freight invoices or freight charges for the Services provided in accordance with BROKER's approved credit account limit for a Contractor's Customer Account (as of the date Services first commenced with respect to the unpaid amount), where Contractor's Customer is insolvent, CONTRACTOR's liability for non-payment or short payment shall be a proportionate share of the loss based on CONTRACTOR's commission structure outlined in attached Exhibit "B".

- c. CONTRACTOR shall promptly secure, or facilitate the securement of, the following items for itself, and on behalf of BROKER: Bill(s) of Lading, proof(s) of delivery, accessorial receipts, tolls, repair and maintenance, freight damage reports, citations and fines, and any and all other documents and information necessary for BROKER to render an invoice to the proper "bill to" party, according to such party's requirements, and thereby entitle BROKER to be paid as the owner of such invoice(s), and to accurately and timely settle purchased transportation costs for each freight shipment or load. CONTRACTOR shall promptly, accurately, and continuously post and update pertinent information regarding the Services (i.e., loading and delivery notifications, routing information, special instructions, pricing, etc.) in the transportation management system or technology platform designated by BROKER.
 - i. CONTRACTOR shall not: (i) render invoices or bill Contractor's Customer Accounts for Services contemplated and performed under this Agreement; (ii) solicit or accept payment(s) from Contractor's Customer Accounts otherwise due and payable to BROKER; and (iii) other than by means provided or approved by BROKER according to BROKER's operating procedures, engage in any monetary disbursement transaction(s) or payment(s) with customers, drivers or carriers. In the event CONTRACTOR receives a remittance of payment for Services for any reason, CONTRACTOR shall hold such funds in trust for BROKER and promptly remit the same amount to BROKER without delay.
- d. CONTRACTOR shall comply, and instruct each of its Team Members to comply, with BROKER's policies, procedures, instructions, codes of conduct (collectively, "Broker's Policies") and any subsequent revisions or amendments thereto. CONTRACTOR and Team Members shall have a continuing duty to maintain compliance with Broker's Policies.
- e. CONTRACTOR shall, at its sole expense, maintain adequate, safe and secure office facilities (collectively, "Facilities") necessary and appropriate to perform the Services. CONTRACTOR shall employ, or contract with, a sufficient number of properly trained Team Members to adequately and efficiently perform the Services and all other obligations and duties required under this Agreement. CONTRACTOR shall provide the sole supervision of, and shall have exclusive control over, its Team Members. CONTRACTOR shall, at its sole expense, possess and maintain adequate office equipment necessary to provide the Services including, but not limited to, computers, computer network(s), hardware, software, and telephones.
- f. BROKER maintains a database of motor carriers and other service providers available for CONTRACTOR's use under this Agreement. CONTRACTOR is authorized to recruit, solicit and refer new or additional motor carriers to BROKER according to Broker's Policies regarding the eligibility of motor carriers and other service providers and shall do so prior to CONTRACTOR offering a freight shipment or load to any such motor carrier(s).
- g. CONTRACTOR shall submit to BROKER for review all shipper and customer contracts, rate agreements, and any amendment, exhibit or addendum thereto (each a "Shipper Agreement") that relate to the legal terms of the Services, are presented to CONTRACTOR in BROKER's name or otherwise refer to BROKER. Promptly upon receipt, BROKER shall review, approve, disapprove or revise each Shipper Agreement according to BROKER's Policies and in BROKER's sole discretion.
 - i. CONTRACTOR and Principal acknowledge and agree that each is expressly prohibited from executing any Shipper Agreement or other document in BROKER's name or on BROKER's behalf, which changes, modifies, alters, or amends BROKER's legal liability. If BROKER is required to pay any amount relating to an unauthorized obligation made by CONTRACTOR to a third party, CONTRACTOR shall promptly reimburse BROKER such amount(s).
- h. CONTRACTOR shall maintain the records necessary to confirm that CONTRACTOR is performing the Services and obligations under the terms of this Agreement and applicable law ("Records"). Such Records shall include a copy of each Shipper Agreement, insurance certificates, bills of lading, delivery receipts, rate

confirmations, and evidence that CONTRACTOR is actively and continuously monitoring Team Members for compliance with applicable law including, but not limited to, FMCSA rules and regulations.

- i. CONTRACTOR and Principal warrant and represent to BROKER that neither CONTRACTOR nor Principal nor any affiliate of CONTRACTOR is subject to any restrictive covenant agreement with a third party (e.g. covenants not to compete, customer non-solicitation agreements and the like) which would in any manner restrict or prohibit CONTRACTOR's performance of services as set forth in this Agreement. CONTRACTOR and Principal agree that CONTRACTOR's business will be conducted in a manner which: (i) will not violate nor infringe upon the trade secrets and confidential/proprietary rights of any other person or entity; and (ii) will not breach the provisions of any restrictive covenant agreement or similar contract to which CONTRACTOR, Principal, or any affiliate of CONTRACTOR, is a bound.

4. OBLIGATIONS OF BROKER

- a. BROKER shall maintain its status as a duly registered property broker of general commodities in good standing, and provide CONTRACTOR a limited, revocable right to perform the Services under such registered status during the term of this Agreement.
- b. BROKER, at its sole expense, unless otherwise stated herein, shall maintain commercial insurance policies as required by applicable law for operation as a registered property broker. In addition, BROKER shall maintain a contingent cargo liability policy with limits not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000).
 - i. If CONTRACTOR requests higher limits of commercial auto liability policy(ies) of insurance to satisfy one or more of Contractor's Customer Accounts, BROKER reserves the right to charge and recover any increased premiums and associated costs to CONTRACTOR.
 - ii. If CONTRACTOR requests higher limits of contingent cargo policy(ies) of insurance to satisfy one or more of Contractor's Customer Accounts, BROKER reserves the right to charge and recover any increased premiums and associated costs to CONTRACTOR.
- c. BROKER, at its sole expense, shall maintain a Surety Bond (Form BMC-84) or Trust Fund Agreement (Form BMC-85) in the minimum amount of \$75,000, or as otherwise required by applicable law(s).
- d. BROKER, at its sole expense, unless otherwise stated herein, shall maintain commercial general liability insurance with limits not less than ONE MILLION DOLLARS (\$1,000,000).
 - i. If CONTRACTOR requests higher limits of commercial general liability policy(ies) of insurance to satisfy one or more of Contractor's Customer Accounts, BROKER reserves the right to charge and recover any increased premiums and associated costs to CONTRACTOR
- e. BROKER, at its sole expense, shall provide and maintain a technology system / transportation management system ("TMS"), and provide CONTRACTOR with a limited, revocable right to use the same to facilitate CONTRACTOR's performance of the Services and to comply with Broker's Policies. CONTRACTOR shall be responsible for CONTRACTOR's local technology system(s), hardware, and systems applications adequate and sufficient to support CONTRACTOR's connectivity to, and use of, BROKER's technology system / transportation management system(s).
- f. BROKER shall establish payment terms and credit limits, conditions, and other terms of payment in its sole discretion, using commercially reasonable and available information. BROKER shall maintain a trade credit policy applicable to Contractor's Customer Accounts commensurate with prevailing market conditions such that CONTRACTOR shall be afforded the opportunity to provide commercially reasonable credit payment terms to Contractor's Customer Accounts in connection with the Services. Notwithstanding the forgoing, BROKER shall have the right to approve, disapprove, modify or adjust the payment terms and corresponding credit limit(s) of Contractor's Customer Accounts in its sole discretion.

- g. BROKER shall, upon CONTRACTOR's confirmation to BROKER that Services have been completed (which is CONTRACTOR's obligation), prepare an invoice or statement of account setting forth the Services performed in accordance with the known, agreed, and commercially reasonable requirements of, and deliver the same to, the party responsible for payment ("bill to" party).
- h. BROKER shall post each payment remittance BROKER receives related to the Services to the applicable remitting Contractor's Customer Account. BROKER shall, with assistance from CONTRACTOR, perform collection services for any customer invoice(s) which remain unpaid forty-five (45) days from invoice date.
- i. BROKER shall process and pay the corresponding purchased transportation settlement(s) related to each invoice or statement of account prepared and delivered hereunder for the Services.
- j. BROKER, at its sole expense, shall maintain a safety, compliance, and risk administration program as required and appropriate for its status as a registered property broker. BROKER shall process cargo, property, and third-party bodily injury claims, including investigation and insurance policy and claims administration.
- k. BROKER shall pay CONTRACTOR for the Services each week for the completed shipments and / or loads for which BROKER has received complete documentation and information related to the Services and has rendered an invoice or statement to Contractor's Customer Account(s) for such completed Services. CONTRACTOR authorizes and directs BROKER to make deductions from, and make payments with, CONTRACTOR's commission(s) compensation for: (i) any advances made by BROKER to or on behalf of CONTRACTOR; (ii) items initially paid for by BROKER on CONTRACTOR's behalf; (iii) charge-back items provided under this Agreement; (iv) any equipment lease payments (if applicable); (v) fines, penalties, fees, deductibles and claims for which CONTRACTOR is responsible; and (vii) and for all monetary obligations and other indebtedness of CONTRACTOR owed to BROKER arising under this Agreement. BROKER may offset any monies due to CONTRACTOR against any indebtedness of Contractor to BROKER whether now existing or hereafter arising. This Section 4.K. shall survive expiration or termination of this Agreement. All amounts due BROKER from CONTRACTOR shall, notwithstanding any provision herein to the contrary, become immediately due and payable upon termination of this Agreement.

5. COVENANT NOT TO USE/DISCLOSE CONFIDENTIAL INFORMATION

- a. CONTRACTOR and Principal acknowledge that due to CONTRACTOR's relationship with BROKER, BROKER may have occasion to, or will, disclose and, thereby entrust, CONTRACTOR and Principal with certain Confidential Information (as hereinafter defined) belonging to BROKER, and that CONTRACTOR and Principal may otherwise become aware of such Confidential Information. CONTRACTOR and Principal acknowledge that it would be uniquely harmful and unfair for CONTRACTOR or Principal to use Broker's Confidential Information for their own benefit, adversely to BROKER, or for CONTRACTOR or Principal to divulge such Confidential Information to competitors of BROKER or other persons.
- b. As used herein "Confidential Information" shall include all knowledge, information, documents and materials described as "Confidential Information" by applicable state and federal law and that such knowledge, information, documents and materials may be contained in the form of hard-copy documents and/or via computer and other electronic files and communications. CONTRACTOR and Principal acknowledge and agree that "Confidential Information" shall include, without limitation, the following types of knowledge, information, documents and materials relating to BROKER, BROKER's customers and motor carriers utilized by BROKER: (i) BROKER's financial data and personnel data, information regarding BROKER's software systems, programs and capabilities, BROKER's operating methods, BROKER's trade secrets (as defined by applicable state and federal law) and the commission rate(s) and compensation formulas set forth in this Agreement; (ii) BROKER's customer lists, customer contact information, customer pricing information, customer billing/payment information, contractual terms between BROKER and its

customers, operational information regarding customers' needs/preferences/requirements for shipment scheduling/coordination, and customer traffic lanes; (iii) carrier lists, carrier contact information, carrier pricing/freight rates information, information regarding carriers' equipment, drivers and insurance, and carrier dispatch procedures and contacts for shipment scheduling/coordination; (iv) lists and contact information regarding BROKER's actively sought prospective customers, information regarding BROKER's actively sought prospective customers' pricing information, BROKER's actively sought prospective customers billing/payment information, operational information regarding BROKER's actively sought prospective customers needs/preferences/requirements for shipment scheduling/coordination, BROKER's actively sought prospective customers traffic lanes, and the terms of any agreement being negotiated between BROKER and BROKER's actively sought prospective customers; and (v) BROKER's freight and sales contractor lists, contractor contact information, contractor pricing / commission information, rates, and formulas, contractual terms between BROKER and its freight and sales contractors, operational information regarding contractors' needs / preferences/requirements for services.

- c. CONTRACTOR and Principal agree that all knowledge, information, documents and materials constituting or containing "Confidential Information" are and will be the confidential and proprietary information of BROKER, provided, however, that all such information pertaining to, and arising from Contractor's Customer Accounts, CONTRACTOR's operations, and CONTRACTOR's efforts to perform under this Agreement, shall also be the confidential information of CONTRACTOR, in which CONTRACTOR has a vested interest. All Confidential Information, but excluding all such confidential information pertaining to, and arising from Contractor's Customer Accounts, shall be considered "**Broker's Exclusive Confidential Information.**" During the term of this Agreement and for a period of two (2) years after termination of this Agreement for any reason, CONTRACTOR and Principal agree that CONTRACTOR and Principal will: (i) hold all of **Broker's Exclusive Confidential Information** in strict confidence and take all action reasonably necessary to protect the same in CONTRACTOR's or Principal's possession, (ii) will not disclose **Broker's Exclusive Confidential Information** to others or use it in any way, commercially or otherwise, except as authorized in writing by BROKER; (iii) will not allow any unauthorized person access to **Broker's Exclusive Confidential Information**; and (iv) will not copy, download or transmit any **Broker's Exclusive Confidential Information**.
- d. Upon termination of this Agreement or upon demand by BROKER, CONTRACTOR and Principal will immediately return to BROKER all of **Broker's Exclusive Confidential Information**, without retaining any copies thereof.

6. COVENANT NOT TO RECRUIT BROKER'S FREIGHT AND SALES CONTRACTORS

CONTRACTOR and Principal agree that during the term of this Agreement and for one (1) year after termination for any reason, CONTRACTOR and Principal will not for itself or himself, or by assisting others, hire, offer to hire or otherwise recruit or solicit any person or entity who or which is an independent contractor, freight contractor or sales contractor of BROKER for the purpose of persuading such person or entity to terminate his/her/its business relationship with BROKER in order to engage (whether as a freight contractor, freight broker, sales contractor or otherwise) in the business of freight transportation of general commodities or securing contracts to ship goods by motor carrier or to receive the shipment of goods by motor carrier within the continental United States.

7. COVENANT NOT TO RECRUIT BROKER'S EMPLOYEES

CONTRACTOR and Principal agree that during the term of this Agreement and for one (1) year after termination (upon the initiative of either party and with or without cause), CONTRACTOR or Principal will not for itself or himself, or by assisting others, hire, offer to hire or otherwise recruit any person who is an employee of BROKER for the purpose of persuading such person to terminate his or her employment with BROKER in order to engage (whether as a freight contractor, freight broker, sales contractor or otherwise) in the business of freight transportation of general commodities or securing contracts to ship goods by motor carrier or to receive the shipment of goods by motor carrier within the continental United States. This restriction shall apply only with respect to those persons who were employees of BROKER at any time during the term of this Agreement.

8. INDEMNIFICATION

- a. Except as provided in Paragraph 8 (B), CONTRACTOR shall be liable for, and shall defend, indemnify and hold harmless BROKER, its affiliates, subsidiaries, customers, Shippers, and all officers, members, directors, employees, stockholders, partners, affiliates and agents thereof (each, an "Indemnified Party" and collectively the "Indemnified Parties") from and against, all claims, demands, costs, damages, losses, liabilities (including reasonable attorneys', accountants', and experts' fees and disbursements), judgments, fines and other amounts (collectively "Claims") relating to or arising out of: (i) CONTRACTOR's negligence or willful misconduct resulting in injury to persons (including injury resulting in death) and damage to property arising out of or in connection with the Services performed by CONTRACTOR hereunder, or by any third parties, or performed by CONTRACTOR's Team Members directly or indirectly on CONTRACTOR's behalf hereunder; (ii) CONTRACTOR's performance or non-performance of any of its obligations under this Agreement, including without limitation any acts or omissions related to the Services; (iii) CONTRACTOR's breach of this Agreement; (iv) CONTRACTOR's or its Team Members' negligence or wanton misconduct; (v) any violation of applicable laws, in each case caused by CONTRACTOR's acts or omissions or those of its Team Members; (vi) any claim (including by governmental authorities) that Principal or any Team Member is an employee of BROKER; and (vii) any compensation due to CONTRACTOR's Team Members or sub-contractors for Services performed hereunder. CONTRACTOR shall not be obligated to indemnify an Indemnified Party to the limited extent that a Claim is the proximate result of the negligence or willful misconduct of such Indemnified Party. CONTRACTOR acknowledges that its indemnification obligations hereunder shall extend and apply to damages resulting from direct claims by any Indemnified Party as well as any damages an Indemnified Party suffers as a result of any third-party claims against such Indemnified Party. CONTRACTOR covenants not to settle any matter under this indemnity without obtaining BROKER's prior written consent. This Section 8 shall survive expiration or termination of this Agreement.
- b. When acting within the scope of this Agreement, and provided CONTRACTOR has not breached CONTRACTOR's duties and responsibilities under this Agreement, CONTRACTOR shall be afforded the benefit(s) of, and recovery(ies) under, BROKER's contingent cargo and truck broker's auto liability insurance policies, respectively, in the event of a cargo loss or damage claim or a motor vehicle accident involving third party damages to property or persons, which amounts or recoveries of such insurance indemnity payments shall reduce or eliminate CONTRACTOR's obligation to indemnify BROKER under Paragraph 8(A) in the same amount(s). In all such instances, BROKER, on behalf of its insurers and assigns, waives subrogation against CONTRACTOR. Provided, however, CONTRACTOR shall be liable for the applicable insurance policy deductible(s), and any amount(s) in excess of such policy limit(s) to the extent of CONTRACTOR's negligence, willful acts, breach of this Agreement, which is/are determined the proximate cause of such property damage or personal injury and which is not covered and paid by BROKER's applicable insurance policy(ies).
 - i. Notwithstanding the forgoing, in the event a cargo loss, damage, or delay claim occurs or arises from the Services related to a Contractor's Customer Account, but which is not covered by the carrier's primary cargo policy, BROKER's contingent cargo policy, and BROKER reasonably believes it does not have legal liability under the law or any contract to pay or satisfy such cargo claim, but in consultation with CONTRACTOR, BROKER agrees to pay or settle the claim as an accommodation to the claimant or to avoid the hazards of litigation and further dispute, then CONTRACTOR shall be liable for the amount of such payment equal to the commission rate set forth in Exhibit "B" hereof.

9. TERM

Unless sooner terminated as hereinafter provided, the initial Term of this Agreement will be for a period of twelve (12) months commencing on the Effective Date, and will be automatically renewed for one (1) year terms thereafter, unless either party provides written notification to the other party of non-renewal within thirty (30) days prior to the expiration of the then existing term.

10. TERMINATION

- a. Termination for Cause: BROKER shall have the right to terminate this Agreement immediately for cause if any of the following events should occur; (a) CONTRACTOR's material breach of this Agreement; or (b) willful conduct by CONTRACTOR or any of its principals, employees, contractors, or agents that is materially injurious to BROKER; or (c) indictment or conviction of Principal or CONTRACTOR or any of its principals, employees, contractors, or agents for any act of fraud, embezzlement, theft, or any crime of moral turpitude; or (d) in the event that CONTRACTOR or Principal (or their employees or agents) may be subject to confidentiality covenants, and/or a covenant not to compete, and/or covenant not to solicit customers (hereinafter "a restrictive covenant agreement") with another person or entity (a "third party") and such third party notifies BROKER that CONTRACTOR and/or Principal (or their employees or agents) is in violation of such restrictive covenant agreement or demands compliance with such restrictive covenant agreement; or (e) in the event that CONTRACTOR's status as a corporation or limited liability company is voluntarily or involuntarily terminated and CONTRACTOR fails to have CONTRACTOR's status as a corporation or limited liability company reinstated within thirty (30) days after CONTRACTOR receives notice of such termination; or (f) in the event CONTRACTOR (or an affiliate of CONTRACTOR) defaults under or commits a material breach of any other agreement between CONTRACTOR(or an affiliate of CONTRACTOR) and BROKER or an affiliate of BROKER.
 - i. CONTRACTOR shall have the right to terminate this Agreement by providing BROKER with written notice of its intent to terminate this Agreement in the event of BROKER's material breach or violation of any of the terms and conditions of this Agreement.
- b. Termination Without Cause: Provided that all amounts, sums, and monies CONTRACTOR owes BROKER under this Agreement or any other agreement or instrument shall be fully paid and satisfied, CONTRACTOR may terminate this Agreement without cause upon sixty (60) days advance written notice to BROKER.

11. FORCE MAJEURE, ACTS OF GOD, DELAY

Neither CONTRACTOR nor BROKER shall be liable for any delay in performance if such delay arises from or relates to acts of God, war, natural disasters, strikes (except those involving the Agent's employees), or civil disorder making it inadvisable, illegal, or impossible to perform their obligations under this Agreement. Any party affected by a force majeure event shall promptly upon learning of such event give notice to the other party, stating the nature of the force majeure event, its anticipated duration, and all actions being taken to avoid or minimize its effect.

12. CHOICE OF LAW; SEVERABILITY; FORUM

- a. The parties intend and believe that the provisions of this Agreement are reasonable, necessary and not overly broad. The parties further intend and believe the provisions of this Agreement are legal, valid and enforceable. The parties further agree that should any court deem any aspect of this Agreement to be illegal, invalid or unenforceable, then the parties intend and desire that this Agreement not be declared void in its entirety, but rather that such court exercise its authority to modify or otherwise render this Agreement legal, valid and enforceable; such exercise of the court's powers to include, but not be limited to, severing, lessening or otherwise modifying the scope and type of prohibited activities, shortening or otherwise modifying the effective time period of this Agreement, limiting or otherwise modifying the types of information and materials constituting "Confidential Information," or otherwise modifying this Agreement to render it legal, valid and enforceable to the fullest extent permitted by law.
- b. This Agreement will be governed by the laws of the Commonwealth of Pennsylvania. The parties irrevocably stipulate and agree that any lawsuit pertaining to this Agreement and/or the subject matter hereof shall only be filed in the state or federal courts serving Allegheny County, Pennsylvania. In the event any lawsuit is filed, each party hereto hereby submits to the personal jurisdiction of such Court and acknowledges that

venue is appropriate, and that such Court shall have exclusive subject matter and personal jurisdiction regarding any claims relating to this Agreement and/or the subject matter hereof.

- c. This Agreement with attached Exhibits constitutes the entire agreement between the parties and supersedes any prior understandings or written or oral agreements or representations between the parties respecting the within subject matter. It shall not be amended, altered or changed except by a written agreement signed by the parties hereto or by reformation or modification by a court of competent jurisdiction as previously provided herein. Any waiver by BROKER or CONTRACTOR or Principal of a breach of any of the provisions of this Agreement will not operate or be construed as a waiver of any rights and privileges under this Agreement or of any subsequent breach. The parties stipulate and agree that this Agreement shall not be construed more stringently against one party as opposed to another.
- d. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns. Provided, that the duties, obligations and performance/operational standards as provided herein are specifically intended to apply only as between the parties hereto (or other persons or entities who may be specifically identified in this Agreement) and do not create duties, obligations, or standards of conduct or care owed to any other person or entity. The parties do not intend that the general public be a third-party beneficiary or an intended beneficiary of any of the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

**PARADIGM TRANSPORTATION
MANAGEMENT GROUP, Inc.**

Contractor Company Name

Signature **Date**

Signature **Date**

Name (Authorized Representative)

Name (Principal)

Its (Title)

EXHIBIT "A"
CONTRACTOR'S CUSTOMER ACCOUNTS
To be completed

EXHIBIT "B"
CONTRACTOR'S COMPENSATION AND COMMISSION RATE

1. For the full and proper performance of the services required of CONTRACTOR under this Agreement with respect to CONTRACTOR Shipments, BROKER shall compensate CONTRACTOR in the amount of **fifty percent (50%)** of the Gross Commission Revenue BROKER collects on any CONTRACTOR Shipment BROKER brokers to another motor carrier.
 - a. "Gross Commission Revenue" shall mean the amount paid by BROKER's customer minus the amount paid to the motor carrier to which BROKER tenders the shipment minus other costs related to the shipment.
 - i. Charges separately stated on BROKER's invoice to BROKER's Customer as insurance surcharges, charges for escorts, charges for overweight, over dimensional, or other permits, charges for special loading and/or unloading services, excess-value charges or high-value freight charges, surcharges for additional security measures provided by BROKER, trailer charges, cartage charges, spotting charges, and charges for other services BROKER obtained from a broker, freight forwarder, interline or augmenting carrier, warehouse or other storage provider, terminal, other agent, independent contractor, or other third party, including but not limited to an affiliate of BROKER (together, "Third Party") or ;
 - ii. Incentives, discounts, fees, or commissions BROKER gives BROKER's Customer with respect to the shipment; or
 - iii. Payment-processing fees consisting of the actual cost incurred by BROKER for the shipment if BROKER's customer or a third-party payor makes deductions from BROKER's freight charges related to electronically transmitted billing and payment account use; or
 - iv. Amounts BROKER paid to Third Parties in relation to movement of the shipment, if not covered by a charge separately-stated on BROKER's invoice to BROKER's Customer including but not limited to charges for escorts, charges for overweight, over-dimensional, or other permits, charges for special loading and/or unloading services, excess-value charges or high-value freight charges, surcharges for additional security measures provided by BROKER, trailer charges, cartage charges, spotting charges, and charges for other services BROKER obtained from a Third Party.
2. For purposes of this Exhibit and the Agreement and subject to the adjustment described in Paragraph 4 below, compensation shall be considered earned for an CONTRACTOR Shipment when both the CONTRACTOR Shipment has been delivered (or the requested transportation services completed) by BROKER or a motor carrier to which BROKER has brokered the CONTRACTOR Shipment and full charges for it has been invoiced by BROKER.
3. Provided CONTRACTOR is in compliance with the terms, provisions and covenants of this Exhibit and the Agreement, compensation pursuant to Paragraph 1 of this Exhibit shall be paid pursuant to a commission statement issued to CONTRACTOR by Friday of each week for CONTRACTOR Shipments delivered (or the requested transportation services completed) by 11:59 p.m. Eastern Time the preceding Sunday of that week, as to which BROKER has received all Required Documentation by Noon Eastern time on Tuesday of that week.
4. All claims for unpaid compensation or other errors or mistakes related to CONTRACTOR Shipments moved during the time period covered by a commission statement shall be made by CONTRACTOR to BROKER in a writing received by BROKER within sixty (60) days after the date the commission statement is issued by BROKER. If CONTRACTOR fails to provide such written notice to BROKER within the foregoing sixty (60) day period, CONTRACTOR shall be deemed to have waived any such claim.

**PARADIGM TRANSPORTATION
MANAGEMENT GROUP, Inc.**

Signature **Date**

Name (Authorized Representative)

Its (Title)

Contractor Company Name

Signature **Date**

Name (Principal)