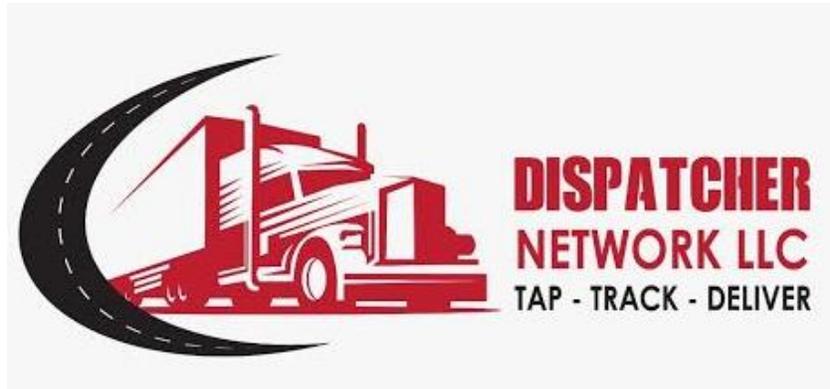


THIS IS AN ACTUAL NEW CARRIER AGREEMENT GIVEN TO YOU FROM A FREIGHT

BROKER AUTHORITY

Email To: Loadsinfo@DispatcherNetwork.com



MOTOR CONTRACT CARRIER - BROKER CONTRACT

!!! FILL OUT PACKAGE USING YOUR CARRIERS INFORMATION--NOT! YOUR DISPATCH COMPANY'S INFO!!!

THIS CONTRACT, made this _____ day of _____, 20____ is entered into between **DISPATCHER NETWORK LLC**, 2930 W IMPERIAL HWY STE 513, INGLEWOOD, CA 90303, Broker License No. **MC-1126043** , a **contract carrier** _____ MC - _____ hereinafter referred to as "Carrier", for the transportation of commodities, under the terms and in accordance with the conditions hereinafter set forth pursuant to 49 USC 10102(15) and 10702(c), to meet the distinct needs of Broker.

WITNESSETH:

Whereas, Broker is desirous of engaging the services of CARRIER as a Contract Carrier for the transportation of Broker's freight in Interstate and Intrastate commerce, within the scope of Carrier's contract carrier operating authority, and Carrier is desirous of performing such services pursuant to the Interstate Commerce Act and applicable state laws and regulations.

It is, therefore, in consideration of mutual covenants herein contained, agreed by and between Broker and Carrier as follows:

- 1) (a) Broker agrees to tender to carrier, for contract carrier transportation by motor vehicles in interstate commerce, a shipment or shipments for expeditious transportation by motor vehicle without loss, damage, or unreasonable delay.

(b) During the terms of this Contract, Carrier shall meet the distinct needs of Broker by, among other things, providing direct service from origin to destination, with no interchange with other carriers and Carrier shall give Broker priority with regard to equipment availability, providing service on a twenty-four (24) hour, seven (7) day per week basis and not soliciting Broker's shipping customers.

2) Broker agrees to pay Carrier for the transportation of authorized commodities under this Contract within thirty (30) days of receipt by Broker of Carrier's invoice and original signed delivery receipts and/or original signed Bill of Lading (without exception or notation) and other supporting documents covering such transportation. The rates for transportation service to be provided are set forth in a "Rate Confirmation", sent by the Broker and signed by the Carrier and returned to broker either by fax or email. When rates are amended, Carrier will sign and fax or email an amended rate confirmation from the Broker. No detention, accessorial, or charges other than freight rates shall be imposed by the Carrier. Should there be a dispute as a result of Carrier's actions or inactions, Carrier will be paid upon collection from Broker's customer. A dispute in this case is one resulting from Carrier's late delivery, damage to or loss of merchandise, or other events that could impede Broker's ability to collect from the paying party. The Broker will furnish to the Carrier a clear indication of Broker's customer's dissatisfactions with the service performed and will advise Broker's customer to file written claim with carrier. Broker will inform the Carrier in writing of said concerns and of the possibility of any back-charge or claims. Broker will make a concerted effort to mediate and attempt collection of freight charges, Carrier will assist in this effort should Broker deem it necessary. All rates charged by the Carrier shall be full value rates. Carrier authorizes Broker to deduct from Carrier's invoices all unreimbursed advances made by Broker to or on behalf of Carrier.

3) Carrier agrees to indemnify and save harmless, and to assume full responsibility for payment of all state and federal taxes for workers compensation, unemployment insurance, old age pensions or under any social security law or laws, as to all employees engaged in the performance of this contract, and further regulations now or hereafter promulgated from time to time by administrative officials.

4) Carrier further warrants that service provided hereunder and any transportation provided by the Carrier to Broker in the past is contract carrier service as defined in the

Interstate Commerce Act and not common carrier service. As of the date hereof, no undercharges are due Carrier from Broker, its consignors and consignees. Carrier shall forthwith provide to Broker copy of its contract carrier permit and will maintain same in force during the term hereof, and will notify Broker immediately in the event said permit is revoked. In the event undercharge claims are made against Broker, its consignors, the commission due Broker from Carrier will increase by like amount, thereby negating such claims.

5) Carrier agrees to carry and keep in force at all times public liability and property damage insurance with such reliable insurance companies and in such amounts as will meet the requirements of federal and state regulatory bodies having jurisdiction. Carrier agrees to indemnify and save harmless the Broker from any and all claims for death and injury to person, and loss or damage to property of any nature whatsoever arising from the transportation of property for the Broker.

6) This Contract is to become effective as of the date hereof and shall remain in effect for the period of one year from such date, and from year to year thereafter, subject to the right of either party to cancel or terminate the Contract at any time upon not less than thirty (30) days written notice from one party to the other without penalty.

7) Carrier shall be liable to the Broker, owner or consignee for loss or damage to any property transported under this Contract, whether or not such loss or damage is the result of Carrier's negligence. Such liability shall begin at the time the cargo is loaded upon the Carrier's equipment at the point of origin, and continue until said cargo is delivered to the designated consignee at destination, or to any intermediate stop-off party. The liability shall be for the full value of the item at destination.

8) Carrier agrees to maintain cargo insurance in the minimum of \$100,000 to compensate Broker, owner or consignee for loss or damage to property belonging to Broker, owner or consignee which properly comes into the possession of Carrier in connection with its transportation service. The cargo insurance shall be in the form required by 49 CFR 1043.2(b), and shall have no exclusions or restrictions that would not be accepted by the Interstate Commerce Commission for a filing under the statutory requirements of the above-cited section, but shall, in all respects, be identical to the cargo insurance filed in accord with said section. Carrier shall forthwith cause its insurance carrier to forward Broker the standard

certificate of insurance which shall require the insurance carrier to give Broker written thirty (30) days prior to cancellation of such cargo insurance. In addition to cargo insurance, Carrier will also agree to maintain a minimum of \$1,000,000 of auto liability insurance.

9) All claims for loss and damage, and any salvage arising therefrom, shall be handled and processed in accordance with the regulations of the Interstate Commerce Commission as published at 49 CFR 1005, et seq. In the event of any conflict between the terms of the Contract and the Code of Federal Regulations (CFR), the terms of this Contract shall govern.

10) Carrier shall be solely responsible for all fines, penalties, damages and/or judgments occasioned by overweight and/or improperly placarded shipments and shall indemnify and hold Broker, consignor and consignee harmless therefrom.

11) In the event of any conflict between provisions of the Contract and the Bill of Lading, the terms of this Contract shall govern.

12) Neither party hereto will be liable for the failure to tender or timely transport freight under this Contract if such failure, delay, or other omission is caused by strikes, acts of God, war, accidents, civil disorder, or through compliance with legally constituted order or civil or military authorities. In no event shall Broker, consignors or consignees be liable to Carrier for any damages in excess of \$250.00 for breach of Contract.

13) Charges for insufficient service - Broker reserves the right to charge carrier certain fees in the following events.

a) "No call/no show" - In the event that the carrier fails to pick up a shipment without prior notification being given to the Broker, Carrier will owe broker a \$250 "no call/no show" fee. For each additional calendar day after the agreed upon pick-up date set forth by the Rate Confirmation, Carrier will owe to the broker a \$100 "no call" fee until either the Carrier communicates with the Broker or a maximum of 3 calendar days has been met, whichever occurs first.

b) Equipment not sufficient to handle load - if after the signing of a rate confirmation it is later revealed that the equipment contracted to handle the load cannot in fact carry said load for whatever reason (saving for the exceptions listed in section 12), Carrier will owe broker a \$250 "insufficient equipment" fee.

c) In the event that a shipment fails to deliver on or before the date set forth by

the Rate confirmation, Broker will deduct from the Carrier's payment \$60 per day for every business day the shipment is delayed (any exceptions to this rule must be agreed to by the Broker in either written or electronic communication).

14) Carrier shall provide, at Carrier's expense, all facilities, properly licensed drivers and other personnel and equipment necessary to perform the required transportation services in a safe manner. Carrier shall also provide, operate and maintain in good working condition and suitable appearance the motor vehicles and other equipment necessary for the performance of this service.

15) Carrier shall have sole and exclusive control over the manner in which Carrier and its employees and/or subcontractors perform the transportation service provided for hereunder, and Carrier shall engage and employ and/or subcontract with, such individuals as it may deem necessary in connection therewith, it being understood and agreed that such individuals shall be considered employees or subcontractors of Carrier only and shall be subject to employment, discharge, discipline and control solely and exclusively by Carrier. Carrier shall indemnify and hold harmless Broker from any claims or actions against Broker brought by Carrier's employees and/or subcontractors.

16) This Contract shall be governed by the laws of the State of Ohio, except where such laws are preempted by the federal law. The parties stipulate to the exclusive jurisdiction of state and federal courts situated in Hamilton County, Ohio, over any litigation between the parties arising hereunder.

17) Broker's failure to require the performance of any of the terms, covenants, or conditions of this Contract or to assert or exercise any of its rights or privileges under this Contract shall not operate to waive any such terms, covenants, conditions, rights or privileges and the same shall remain in full force and effect.

18) Broker's remedies under this contract are cumulative and the assertion of any remedy by Broker shall not operate to affect or impair an other remedy which Broker may have under this Contract or at law or equity.

19) This Contract constitutes the entire agreement between the parties and supersedes all prior understandings, agreements, contracts or arrangements. This Contract shall be binding on each party and its successors and assignees.

20) All notices required to be given under the terms of this Contract, or which either party hereto may desire to give to the other, shall be in writing, signed by or on behalf of the party giving the same and sent by fax or ordinary mail so to addresses below or to such other address as either party may furnish the other in writing.

21) Carrier shall comply with all statutes, rules and regulations applicable to the Interstate and Intrastate transportation by motor vehicle, and Carrier will obtain and pay for all permits necessary to transport Broker's commodities to, from and within the various States.

22) Carrier shall not solicit traffic from any shipper, consignor, or consignee or customer of Broker where (1) the availability of such traffic first became known to Carrier as a result of Broker's efforts, or (2) where the traffic of the shipper, consignor, or customer of Broker was first tendered to Carrier by Broker. Should Carrier breach this Contract and "back solicit" Broker's customers and obtain traffic from such customers, Carrier will pay Broker a commission of fifteen (15%) percent on the revenues received on the movement of traffic from Broker's customers for a period of fifteen (15) months. In addition, Broker shall have the right to seek injunctive relief against and/or damages from carrier violations of this provision, Broker shall be free to seek legal and equitable relief in state and federal courts located in Hamilton County, Ohio, to whose jurisdiction Carrier hereby submits.

IN WITNESS HEREOF, the parties hereto have executed this Contract as of the date first above written.

(Contract Carrier Name)

DISPATCHER NETWORK LLC

By: _____
(Signature)

By: _____
(Signature)

(Printed or typed name)

(Printed or typed name)

Title: _____

Title: _____

Mailing Address: _____

Mailing Address: 2930 W IMPERIAL
HWY STE 513, INGLEWOOD, CA 90303