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FREIGHT TRANSPORTATION AGREEMENT

WHEREAS, CHAT of Michigan, Inc., (CHAT), 35790 Northline Road, Romulus, Michigan 48174, is in the business of freight forwarding;

WHEREAS, CHAT has a long standing involvement in the transportation industry and many existing customers with a strong customer base; and

WHEREAS, CHAT needs to utilize the services of a Transportation Company (COMPANY, identified below) for the movement of freight (with appropriate USDOT/MC Authority), the undersigned COMPANY agrees with CHAT as follows:

1. COMPANY authorizes CHAT to invoice shipper or receiver for freight charges as an agent for and on behalf of COMPANY and payment of the freight charges to CHAT shall relieve shipper or receiver of any liability to COMPANY for non-payment of charges. COMPANY shall only seek payment from CHAT.
2. CHAT agrees to pay COMPANY for the transportation of the commodities as identified in the attached manifest/bill of lading/shipping documents. Payment shall be made within thirty (30) to forty-five (45) days of receipt by CHAT of COMPANY's invoice together with all shipping documents including, but not limited to, a bill of lading and signed delivery receipt covering the freight.
3. COMPANY agrees to keep all information (pricing, procedures, delivery routes, etc.) it receives private and confidential relating to this Agreement including the customer's name and shall not disclose such information to any third person or party; COMPANY shall not solicit traffic/freight from any shipper, consignor, consignee, receiver or any customer of CHAT where the availability of such traffic first became known to COMPANY as a result of CHAT's efforts, or where the traffic of the shipper, consignor, consignee, receiver or customer of CHAT was first tendered to COMPANY through CHAT.
4. If COMPANY breaches this Agreement and "back solicits" CHAT's customers, and/or obtains traffic from such a customer, CHAT then is entitled for a period of fifteen (15) months after the involved traffic first begins to move, to a commission from the COMPANY in the amount of CHAT's lost profit together with twenty-five percent (25%) of the transportation revenue received on the movement of the traffic as liquidated damages.
5. COMPANY assumes full liability for the full value and actual loss of the property tendered to COMPANY and agrees to indemnify and hold CHAT harmless from any such claims and be liable to the owner of the property, whether Shipper/Consignor or Receiver/Consignee. COMPANY further agrees to defend, hold harmless and indemnify CHAT from any and all liability claims, including costs and attorney fees, for death/injuries/damages to persons and/or property arising out of COMPANY's transportation of freight. COMPANY shall also be responsible for all road, fuel, and other taxes relating to the attached freight shipment.
6. COMPANY further agrees and confirms it has all of the following: (A) A Satisfactory Rating with the DOT or Continue To Operate Rating under CSA 2010; (B) property damage and environmental

restoration insurance in the minimum amount of \$750,000.00 per accident; (C) Two (2) Million Dollars for bodily injury, death, auto/truck liability insurance per accident; (D) a minimum amount of \$750,000.00 for freight claims and damage to transported property; (E) all equipment utilized shall be in a safe and satisfactory condition for the transportation of the goods contracted; and (F) COMPANY shall provide proof of all required insurance to CHAT prior to the movement of the freight. COMPANY shall notify CHAT as soon as possible of any incident or change in delivery time or conditions.

7. The relationship between the undersigned parties is that of independent contractor.

8. The individual signing below has authority to bind the COMPANY to this Agreement. A facsimile copy signed by the parties shall be binding on the undersigned parties, their successors and assigns.

9. This Freight Transportation Agreement cannot be changed nor amended without the written permission of CHAT.

COMPANY: _____
(Print Name)

CHAT OF MICHIGAN, INC.

USDOT#: _____

By: _____

MC#: _____

Its: _____

By: _____

Date: _____

Its: _____

Date: _____