

Carrier Agreement

This Agreement dated as of _____, between _____ (Herein after referred to as "Carrier") and Hyphen Transportation Management Inc., (hereinafter referred to as "Hyphen"), WHEREAS, Hyphen provides transportation and distribution services for owners and/or shippers of goods (hereinafter referred to individually or collectively as "Shipper").

WHEREAS, Shipper requires transportation and distribution services to be provided by carriers capable of meeting Shipper's distinct needs, and has engaged Hyphen to arrange these services.

WHEREAS, Carrier represents that it can satisfy Shipper's distinct needs.

NOW, THEREFORE, the parties agree as follows:

Terms and Conditions of Carriage

1. Conditions of Carriage

Except as hereafter provided, transport by Carrier of goods is subject to the uniform conditions in any applicable federal, provincial or state law or regulation, and if there is no law of mandatory application, subject to the uniform conditions in the *Highway Traffic Act* of Ontario or the *New York State Vehicle and Traffic Law*, subject to the territorial jurisdiction in question.

2. Rates and Charges

Hyphen shall pay freight for the transport upon receipt of the Carrier's Invoice and in accordance with the terms of payment herein set out. Carrier shall not bill any other party for any freight and charges payable by Hyphen, and waives its right of lien over any goods. Rates negotiated will be documented on each load confirmation or on the attached Schedule "A" provided by Hyphen.

3. Permits and Licences

Carrier warrants that it holds current licences, permits and approvals from any NAFTA federal, state, provincial or municipal regulatory authority (collectively the "Authorities") to perform the truck freight transportation services. Carrier agrees to notify Hyphen immediately should the Authorities designate the Carrier with a "less than satisfactory" safety rating and Hyphen reserves the right to continue using Carrier's services based such a rating.

4. Insurance

Carrier warrants that it has full commercial general liability insurance (including blanket contractual coverage) for bodily injury and property damage and full Commercial Automobile liability insurance as may be required of Carrier by any of the Authorities. Carrier shall cause its insurers to list Hyphen, as Agent for Shippers, on the Carrier's insurance certificate as certificate holder. Carrier shall cause its insurers to agree to notify Hyphen at least thirty (30) days in advance of reduction, cancellation or a material change resulting in its failure to meet the minimum levels set forth herein and to furnish Hyphen, upon execution of this Agreement, upon request of Hyphen, with a certificate attesting thereto and to the existence and extent of the coverage required above.

5. Increased Value

Hyphen may on behalf of the Shipper declare an increased value for the goods and Carrier shall accept and record this declared value on any waybill or receipt covering the transport, and be entitled to additional charges as agreed on with Hyphen in consideration of its accepting such valuation.

6. Transport Documentation

The Carrier shall issue a uniform waybill or written receipt showing the apparent good order and condition of the goods when pick up by the carrier save as noted thereon. Carrier shall obtain a written receipt from the receiver at destination showing the condition of the goods on delivery.

7. Solicitation

Carrier agrees not to solicit transportation business directly from any and all of the shippers under contract with Hyphen during the Term of the contract and any time thereafter for a period of one hundred and eighty (180) days after contract is completed or terminated.

8. Invoicing

Carrier shall deliver goods and then submit its invoice for its services to Hyphen within fifteen (15) days of the delivery of the goods, and Hyphen shall pay Carrier within thirty (30) days of its receipt of such invoice. Carrier is responsible for payment to any and all suppliers within a reasonable period. Carrier acknowledges that Hyphen is not subject to the trust fund requirements in Section 191 of the Ontario *Highway Traffic Act* or to any trust fund requirements created by similar legislation in any NAFTA jurisdiction that may be applicable to the carriage of the goods.

IN WITNESS WHEREOF the parties hereto have caused this Appendix to be duly executed as of the date and year first above written.

Accepted By:		Accepted By:	
Date:		Date:	November 1, 2016
Name:		Name:	Lisa Pierce
Title:		Title:	Director of Operations
Company Name:		Company Name:	Hyphen Transportation Management nc.
Fax Number:		Fax Number:	866-903-7855