

## **BROKER – MOTOR CARRIER AGREEMENT**

One Kind Express Inc.  
5700 44 St SE, Calgary, AB T2C 5G7  
Phone: +1 (833) 653-5777  
Email: info@onekindexpress.com

This Broker – Motor Carrier Agreement (“Agreement”) sets forth the terms and conditions under which One Kind Express Inc. (“Broker”), a duly registered Canadian logistics provider, arranges for motor carriers (“Carrier”) to provide freight transportation services within Canada.

### **1. CARRIER REPRESENTATIONS**

Carrier certifies it is duly authorized and in good standing under applicable Canadian federal and provincial law to provide transportation services. Carrier shall maintain all required authorities, licenses, safety ratings, and insurance at its own expense.

### **2. SCOPE OF SERVICES**

Broker engages Carrier to transport freight in a timely and professional manner. Carrier must use its own equipment and employees to fulfill all assignments. Carrier shall not re-broker or subcontract any shipment without prior written consent from Broker.

### **3. INSURANCE**

Carrier shall maintain, at its sole cost and expense:

- Commercial General Liability Insurance of not less than \$1,000,000 CAD
- Cargo Liability Insurance of not less than \$100,000 CAD
- Commercial Automobile Liability Insurance of not less than \$1,000,000 CAD

Carrier shall provide Broker with valid certificates of insurance naming Broker as certificate holder, and update upon request.

### **4. BILLING AND PAYMENT**

Carrier shall submit complete and legible invoices along with all delivery documents (including signed POD) to info@onekindexpress.com.

Broker will remit payment within 30 days of receiving a properly submitted invoice package.

### **5. INDEMNIFICATION**

Carrier agrees to indemnify and hold harmless Broker and its clients against any and all claims, losses, or expenses arising out of Carrier’s services, including cargo damage, bodily injury, or third-party liability.

## **6. CONFIDENTIALITY**

Carrier agrees to maintain the confidentiality of all Broker and client information, and not to disclose shipment details, rates, or business relationships to any third party unless required by law.

## **7. GOVERNING LAW**

This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Alberta. Any disputes shall be brought exclusively in the courts located in Calgary, Alberta.

## **8. FORCE MAJEURE**

Neither party shall be liable for failure or delay in performing its obligations under this Agreement due to causes beyond its reasonable control, including but not limited to acts of God, natural disasters, strikes, or government actions.

## **9. SEVERABILITY**

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

## **10. NO WAIVER**

Failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of that provision or any other provision.

## **11. NOTICES AND AMENDMENTS**

Any notices or amendments related to this Agreement must be made in writing and sent via email to the addresses provided above. This Agreement may only be amended by written agreement of both parties.

## **12. ENTIRE AGREEMENT**

This Agreement constitutes the entire understanding between the parties and supersedes all prior discussions or representations. Broker may update these terms from time to time, which shall take effect upon written notice to Carrier or publication on Broker's website.