

Broker-Carrier Agreement

This Broker-Carrier Agreement is entered into on _____, by and between ICON International, Inc. ("BROKER"), a Registered Property Broker, Lic. No. DOT _499165, and _____, a Registered Motor Carrier, Permit/Certificate No. DOT # _____ ("CARRIER"); collectively, the "Parties". ("Registered" means operated under authority issued by the Federal Motor Carrier Safety Administration [or its predecessors] within the U.S. Department of Transportation). In exchange for the mutual consideration expressed below, the Parties agree as follows:

1. CARRIER REPRESENTS AND WARRANTS THAT IT:

A. Is a Registered Motor Carrier of Property authorized to provide transportation of property under contracts with shippers and receivers and/or brokers of general commodities;

B. Shall transport the property under its own operating authority and subject to the terms of this Agreement;

C. CARRIER's services under this Agreement are specifically designed to meet the distinct needs of BROKER's customers under the specified rates and conditions set forth herein. At all times herein, CARRIER shall render such transportation services as a motor carrier providing contract carriage pursuant to 49 U.S.C. §§ 13102(4)(B) and makes the representations herein for the purpose of inducing BROKER to enter into this Agreement.

D. Agrees that a Shipper's insertion of BROKER's name as the carrier on a bill of lading shall be for the Shipper's convenience only and shall not change BROKER's status as a property broker nor CARRIER's status as a motor carrier. BROKER is not a motor carrier and assumes no motor carrier responsibility for cargo loss and damage.

E. Will not re-broker, co-broker, subcontract, assign, interline, or transfer the transportation of shipments hereunder to any other persons or entity conducting business under a different operating authority, without prior written consent of BROKER. If CARRIER breaches this provision, among all other remedies (whether at equity or in law), CARRIER shall forfeit payment for the load at issue, shall waive any and all legal rights and remedies against BROKER with regard to the load at issue and shall re-pay BROKER any funds paid or advanced on the load at issue within seven (7) days of request by BROKER. Notwithstanding termination based on breach of this section, CARRIER shall be deemed the agent of the motor carrier(s) that performed the transportation for the purposes of payment and will remain liable to BROKER as if it had hauled the load for any loss incurred by BROKER or its customer. In addition to the indemnity obligation in paragraph 1.H, including any claims under MAP-21 (49 U.S.C. § 13901 et seq.) CARRIER will be liable for consequential damages for violation of this Paragraph, regardless of whether arising from the conduct or omissions of CARRIER, subcontractor, or any other third party.

F. (i) Is in, and shall maintain compliance during the term of this Agreement, with all applicable federal, state and local laws relating to the provision of its services including, but not limited to: transportation of Hazardous Materials (including the licensing and training of Haz-Mat qualified drivers), as defined in 49 C.F.R. §172.800, §173, and §397 et seq. to the extent that any shipments hereunder constitute Hazardous Materials; security regulations; owner/operator lease regulations; loading and securement of freight regulations; implementation and maintenance of

driver safety regulations including, but not limited to, hiring, controlled substances and alcohol testing, and hours of service regulations; implementation and maintenance of equipment safety regulations; maintenance and control of the means and method of transportation including, but not limited to, performance of its drivers; all applicable insurance laws and regulations including but not limited to workers' compensation. CARRIER agrees to provide proof of compliance upon request.

(ii) On behalf of shipper, consignee and broker interests, to the extent that any shipments subject to this Agreement are transported within the State of California warrants that it shall only utilize equipment which is in full compliance with the California Air Resources Board (CARB) Transport Refrigerated Unit (TRU) Airborne Toxic Control Measure (ATCM) in-use regulations. CARRIER shall be liable to BROKER for any penalties, or any other liability, imposed on, or assumed by BROKER due to penalties imposed on BROKER's customer because of CARRIER's use of non-compliant equipment.

(iii) Is solely responsible for any the management, governing, discipline, direction and control of its employees, owner/operators, and equipment with respect to operating within all applicable federal and state legal and regulatory requirements to ensure the safe operation of CARRIER's vehicles, drivers and facilities. CARRIER and BROKER agree that safe and legal operation of the CARRIER and its drivers shall completely and without question govern and supersede any service requests, demands, preferences, instructions, and information from BROKER or BROKER's customer with respect to any shipment at any time.

G. CARRIER will notify BROKER immediately if its federal Operating Authority is revoked, suspended or rendered inactive for any reason, and/or if it is sold, or if there is a change in control of ownership, and/or any insurance required hereunder is threatened to be or is terminated, cancelled, suspended, or revoked for any reason.

H. CARRIER shall defend, indemnify and hold BROKER, Shipper, Shipper's customer, and their respective directors, officers, employees and agents (collectively referred to as "Indemnitee"), harmless from:

(1) ANY AND ALL CLAIMS MADE AGAINST ANY INDEMNITEE BY OR ON BEHALF OF CARRIER'S EMPLOYEES, AGENTS OR SUBCONTRACTORS FOR SALARY OR OTHER COMPENSATION OR PAYMENTS RESULTING OR CLAIMED TO HAVE RESULTED, IN WHOLE OR IN PART, FROM SERVICES CARRIER, CARRIER'S AGENTS OR SUBCONTRACTORS PERFORMHEREUNDER;

(2) ANY AND ALL PENALTIES FOR FINES OF ANY CHARACTER WHICH MAY BE SOUGHT TO BE ENFORCED AGAINST ANY INDEMNITEE BY REASON OF AN ALLEGED VIOLATION BY CARRIER, CARRIER'S AGENTS OR SUBCONTRACTORS OF ANY FEDERAL, STATE, OR MUNICIPAL LAW, RULE OR REGULATION;

(3) ALL CLAIMS, DEMANDS, ACTIONS OR CAUSES OF ACTION WHICH MAY AT ANY TIME BE BROUGHT AGAINST ANY INDEMNITEE BECAUSE OF DEATH OR INJURY TO ANY PERSON, INCLUDING CARRIER'S EMPLOYEES, AGENTS OR SUBCONTRACTORS OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO CARGO BEING TRANSPORTED HEREUNDER) WHICH MAY ARISE FROM OR IN CONNECTION WITH: (I) THE MAINTENANCE, USE OR OPERATION (INCLUDING LOADING AND UNLOADING) BY CARRIER, CARRIER'S AGENTS OR SUBCONTRACTORS OF ANY MOTOR VEHICLE OR ALLIED EQUIPMENT IN PERFORMANCE OF SERVICES UNDER THIS AGREEMENT; AND/OR (II) ANY AND ALL ACTS OR OMISSIONS OF CARRIER, ITS AGENTS, EMPLOYEES OR SUBCONTRACTORS

IN PROVIDING THE TRANSPORTATION SERVICES TO BE PROVIDED UNDER THIS AGREEMENT; AND,

(4) ANY AND ALL OTHER CLAIMS MADE BY OR ON BEHALF OF A SHIPPER OR ITS CUSTOMERS AGAINST ANY OTHER INDEMNITEE, IF SUCH CLAIM ARISES FROM SERVICES RENDERED BY CARRIER, CARRIER'S AGENTS OR SUBCONTRACTORS UNDER THIS AGREEMENT.

THE INDEMNITY HEREIN PROVIDED SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO ALL COSTS, EXPENSES, EXPERT'S FEES AND REASONABLE ATTORNEYS' FEES INCURRED OR PAYABLE BY ANY INDEMNITEE IN SETTLING SUCH CLAIMS OR PENALTIES OR FINES OR IN INVESTIGATING OR DEFENDING AGAINST SAME. The indemnity herein provided is notwithstanding whether the Party's insurance as referred to in paragraph 3.F. is valid or provides coverage. This provision shall remain in full force and effect both during and after the Term of this Agreement.

I. Does not have an "Unsatisfactory" safety rating issued by the Federal Motor Carrier Safety Administration (FMCSA), U.S. Department of Transportation, and will notify BROKER in writing immediately if its safety rating is changed to "Unsatisfactory" or "Conditional".

J. Has investigated, monitors, and agrees to conduct business hereunder based on the credit-worthiness of BROKER.

K. Authorizes BROKER to invoice CARRIER's freight charges to shipper, consignee, or third parties responsible for payment.

2. BROKER RESPONSIBILITIES:

A. SHIPMENTS: BROKER shall inform CARRIER of (i) place of origin and destination of all shipments; and (ii) if applicable, any special shipping and handling instructions or special equipment requirements of which BROKER has been timely notified.

B. BILLING: BROKER agrees to conduct all billing services to shippers, consignees, or other party responsible for payment.

C. RATES: CARRIER shall be compensated for such transportation in accordance with the rates and charges on the applicable BROKER rate form, regardless of whether another pricing provision published by CARRIER might be more favorable to CARRIER, BROKER or Shipper. Additionally, any rates, which may be verbally agreed upon, shall be deemed confirmed in writing where CARRIER has billed the agreed rate and BROKER has paid it. This Agreement supersedes all rates or charges, including but not limited to stop-offs, detention, loading or unloading, fuel surcharges, or other accessorial charges, tariff rates, released rates or values, or tariff rules or circulars, unless their terms are specifically agreed to in a writing signed by both Parties (a signed bill of lading by the Shipper, or any other intermediary other than BROKER, shall be ineffective).

D. PAYMENT: The Parties agree that BROKER is the sole party responsible for payment of CARRIER's charges.

(1) CARRIER waives any and all claims CARRIER may subsequently have against the Shipper or Shipper's customer for payment of charges for services rendered by CARRIER hereunder. This undertaking by CARRIER shall survive the termination of this Agreement.

(2) Upon CARRIER's acceptance of payment for a load, CARRIER agrees to waive all rights and remedies it has or may have against BROKER under 49 CFR part 371.3 with regard to that particular load. Payment and other disputes are subject to the terms of paragraph 5.D, which provides in part that prevailing parties are entitled to recovery of costs, expenses and reasonable attorney fees.

(3) BROKER reserves the right to reduce compensation to CARRIER by the actual amount of additional cost incurred by BROKER when BROKER must arrange alternative transportation services to replace services promised, but not provided, due to CARRIER's negligence.

(4) Provided CARRIER is not in default under the terms of this Agreement, and subject to Paragraph 5(E), BROKER agrees to pay CARRIER's invoice within 30 days of receipt of the bill of lading or proof of delivery.

E. BOND: BROKER shall maintain a surety bond /trust fund as agreed to in the amount of \$75,000 and on file with the Federal Motor Carrier Safety Administration (FMCSA) in the form and amount not less than that required by that agency's regulations.

F. BROKER will notify CARRIER immediately if its federal Operating Authority is revoked, suspended or rendered inactive for any reason, and/or any insurance required hereunder is terminated, cancelled, suspended, or revoked for any reason.

G. BROKER's responsibility is limited to arranging for, but not actually performing, transportation of a shipper's freight.

3. CARRIER RESPONSIBILITIES:

A. SERVICES: In performing any transportation services hereunder (the "Services"), CARRIER, at its own expense, shall at all times provide and maintain: safe and adequate freight handling facilities; sufficient and duly qualified, competent, skilled and properly trained and licensed drivers; all other personnel, motor vehicles and transportation related equipment in good working order necessary to perform the required transportation services in a safe manner; and all requisite operating permits and authorities. CARRIER hereby acknowledges that CARRIER is solely responsible for the inquiring of, understanding and complying with the reporting requirements of BROKER and BROKER's customer.

B. EQUIPMENT: CARRIER agrees to provide the necessary equipment for completion of the transportation services required for BROKER and/or its customers. CARRIER will furnish equipment for transporting cargo which is sanitary, and free of any contamination, suitable for the particular commodity being transported and which will not cause in whole or in part adulteration of the commodity as defined in 21 U.S.C § 342. CARRIER will maintain the Equipment in good repair, mechanical condition and appearance, and meet all safety and other requirements of all applicable laws, rules, and regulations of the United States and any other jurisdiction required in order to perform the Services hereunder. CARRIER shall comply with all testing and inspection requirements set forth in 49 CFR § 396. CARRIER agrees that all shipments will be transported and delivered with reasonable dispatch, or as otherwise agreed in writing.

C. DRIVERS: All drivers operating vehicles and equipment pursuant to this Agreement will meet all legal requirements, and will be drug and alcohol free at all times while performing any Services hereunder. All drivers shall be enrolled in a random drug and alcohol testing program

as outlined in 49 C.F.R. § 382 (the "Testing Program"). Nothing in this paragraph alters the independent contractor relationship between BROKER and CARRIER and shall not in any way be construed to make CARRIER, its employees or contractors, employees of BROKER.

D. BILLS OF LADING: CARRIER shall sign a bill of lading, produced by shipper or CARRIER in compliance with 49 C.F.R. §373.101 (and any amendments thereto), for the property it receives for transportation under this Agreement. Under no circumstances shall BROKER execute a bill of lading or any other document, which represents or holds out BROKER as the motor carrier responsible for delivery of any cargo. CARRIER shall become fully liable for the freight when it takes possession thereof, regardless of whether a bill of lading has been issued, and/or signed, and/or delivered to CARRIER, and which liability shall continue until delivery of the shipment to the consignee and the consignee signs the bill of lading or delivery receipt. Any terms of the bill of lading (including but not limited to payment and credit terms, released rates or limitations of liability) inconsistent with the terms of this Agreement shall be ineffective. Failure to issue a bill of lading, or a signature on a bill of lading by CARRIER or SHIPPER shall not affect the liability of CARRIER. CARRIER shall notify BROKER immediately, prior to proceeding from the location, of any exceptions made on the bill of lading, manifest or other receipt. The bill of lading shall prima facie evidence that CARRIER accepted the shipment in good delivery.

E. LOSS & DAMAGE CLAIMS:

(i) CARRIER agrees to furnish BROKER notice immediately, or as soon as is reasonably possible, by telephone of any occurrence (such as, for example, a material delay in delivery, cargo temperature change, breakage of the trailer seal and any other incident which might expose the contents to adulteration) which may give rise to a claim against either the CARRIER, the BROKER, or the BROKER's customer(s) under the terms of this Agreement. CARRIER further agrees to cooperate, as requested by BROKER, in the investigation of any claim or suit, which may be encountered by BROKER under the terms of this Agreement.

(ii) CARRIER shall comply with 49 C.F.R. § 370.1 et seq. and any amendments and/or any other applicable regulations adopted by the Federal Motor Carrier Safety Administration, U.S. Department of Transportation, or any applicable state regulatory agency, for processing all loss and damage claims and salvage. CARRIER agrees that food that has been transported or offered for transport under conditions that are not in compliance with Shipper's or BROKER'S instructions, as provided to CARRIER by Shipper or BROKER, will be considered "adulterated" within the meaning of the Federal Food, Drug and Cosmetic Act, 21 U.S.C. § 342 (i), and a material breach of this Agreement.

(iii) CARRIER shall not sell, salvage or attempt to sell or salvage any goods without the BROKER's express written permission;

(vi) CARRIER's failure to deliver a shipment in accordance with this Agreement constitutes a material breach of contract entitling BROKER to any and all damages arising therefrom, including loss and delay damages.

(v) The measure of CARRIER's liability shall be the full invoice value of any product lost or damaged plus all reasonably foreseeable consequential and incidental expenses arising from the loss, damage or injury, and shall not be limited by the amount of insurance maintained by the CARRIER.

(vi) Special Damages: CARRIER's indemnification liability (Par. 1.H) for freight loss and damage claims shall include legal fees which shall constitute special damages, the risk of which is expressly assumed by CARRIER. No limitation of liability found in CARRIER's tariff, rules or classifications, including NMFC shall in any way lessen or limit CARRIER's liability under this Agreement.

(vii) Notwithstanding the terms of 49 CFR 370.9, CARRIER shall pay, decline or make a firm compromise settlement offer in writing on all cargo loss or damage claims within 30 days of receipt of the claim. Failure of CARRIER to pay, decline or offer settlement within this 30 days' period shall be deemed admission by CARRIER of full liability for the amount claimed and a material breach of this Agreement.

F. INSURANCE: CARRIER agrees to purchase and maintain, at CARRIER's sole expense, the below-required coverage by purchasing same from an insurance company with an A.M. Best's rating of A- or better and unless otherwise agreed, subject to the following minimum limits:

(i) Automobile Liability Coverage of \$1,000,000 per occurrence and aggregate (except for intrastate carriers, which shall be in limits set forth by applicable state statute);

(ii) Non-Trucking General Liability (Limits of \$1,000,000 per occurrence and aggregate);

(iii) Cargo insurance for coverage of damage to or loss of cargo (including coverage for trailers, containers and chassis, when such "equipment" is the cargo being transported, including also indirect and consequential damage, theft by employee, mysterious disappearance, unattended vehicle, and any other endorsements required by BROKER or its customer) in the amount of \$250,000 per occurrence.

(iv) Occupational accident for owner-operators (\$500,000 or in limits equal to state workers' compensation requirements) or, if CARRIER is domiciled in a state that requires Workers Compensation insurance coverage, CARRIER shall maintain Workers Compensation insurance coverage in all states on those of CARRIER's drivers, employees, agents and other person required to be principally covered under the workers compensation laws of the domicile state. Workers' Compensation coverage, where required, shall be in amounts not less than the statutory limits required by the applicable state's law.

(v) CARRIER shall furnish BROKER with Certificate(s) of Insurance naming BROKER as a loss payee and additional insured. Such certificate will state that insurance carrier will provide BROKER with thirty (30) days advance written notice of cancellation or termination or change in coverage. CARRIER shall cause its insurance carrier to provide BROKER with a waiver of the insurer's subrogation against BROKER and shipper as to the above outlined coverage (i) through (iv). Except for the higher coverage limits which may be specified above, the insurance policies shall comply with minimum requirements of the Federal Motor Carrier Safety Administration and any other applicable regulatory state agency. All policies will contain a severability of interest provision in favor of BROKER or a full and complete breach of warranty endorsement to the effect that the insurance coverage will not be invalidated as relates to the interest of BROKER by any act, failure to act, or neglect of CARRIER which is in violation of the terms and conditions of such insurance. Nothing in this section shall be construed to limit CARRIER's liability due to any exclusion, deductible or policy limit or provision contained in the contract of insurance maintained by CARRIER.

G. ASSIGNMENT OF RIGHTS: CARRIER automatically assigns to BROKER all its rights to collect freight charges from Shipper or any responsible third party on receipt of payment of its freight charges from BROKER.

H. CARRIER assumes full responsibility and liability for payment of the following items: All applicable federal, state, and local payroll taxes, taxes for unemployment insurance, old age pensions, workers' compensation, social security, with respect to persons engaged in the performance of its transportation services hereunder. BROKER shall not be liable for any of the payroll-related tax obligations specified above and CARRIER shall indemnify, defend, and hold BROKER harmless from any claim or liability imposed or asserted against BROKER for any such obligations.

4. WAIVER OF CARRIER'S LIEN. CARRIER shall not have any right, title, interest, ownership, or claim in the goods tendered for transportation services by or for Shipper under this Agreement. CARRIER shall not in any way encumber or otherwise impair Shipper's right to possession of any goods transported pursuant to this Agreement for any reason including the existence of any dispute as to prices or any alleged failure of general credit of BROKER and CARRIER hereby waives and releases all liens that CARRIER might otherwise have to any such goods in the possession or control of CARRIER or CARRIER's agents, including but not limited to those under 49 U.S.C. § 13707 and 49 U.S.C. § 80109.

5. MISCELLANEOUS:

A. INDEPENDENT CONTRACTOR: The relationship of the Parties to each other shall at all times be that of independent contractors. None of the terms of this Agreement, or any act or omission of either Party shall be construed for any purpose to express or imply a joint venture, partnership, principal/agent, fiduciary, or employer/employee relationship between the Parties. Each Party shall provide sole supervisions and shall have exclusive control over the actions and operations of its employees, and agents used to perform its services hereunder. Neither Party has any right to control, discipline or direct the performance of any employees, or agents of the other Party. Neither Party shall represent to any party that it is anything other than an independent contractor in its relationship to the other Party.

B. NON-EXCLUSIVE AGREEMENT: CARRIER and BROKER acknowledge and agree that this contract does not bind the respective Parties to exclusive services to each other. Either party may enter into similar agreements with other carriers, brokers, or freight forwarders.

C. WAIVER OF PROVISIONS:

(i) Failure of either Party to enforce a breach or waiver of any provision or term of this Agreement shall not be deemed to constitute a waiver of any subsequent failure or breach, and shall not affect or limit the right of either Party to thereafter enforce such a term or provision.

(ii) This Parties agree this is a contract entered into pursuant to 49 U.S.C. §14101(b), regardless of BROKER's status as a broker and not a shipper. To the extent that terms and conditions herein are inconsistent with Part B, Subtitle IV, of Title 49 U.S.C. (Parts §§ 13101 to 14916), the CARRIER expressly waives any or all rights and remedies they may have under the Act, provided, however, that nothing in this Agreement shall be construed as waiving any provision governing CARRIER's compliance with all statutory registration, insurance and/or safety fitness requirements relative to motor carriers, such as CARRIER. The fact that CARRIER may provide common carrier services as part of its overall operations, and maintain schedules, rules, rates

and charges relative thereto, shall have no applicability to the contract relationship between the parties created hereunder. The terms of this Agreement shall apply to all BROKER loads hauled by CARRIER, regardless of whether received directly or indirectly from BROKER.

D. DISPUTES: All claims and disputes, whether in contract, tort or otherwise, arising out of, relating to or pertaining to this Agreement or the interpretation, breach, enforcement or subject matter thereof, that cannot be settled by mutual agreement of the parties shall be submitted to arbitration by one (1) arbitrator in Wilson County, Tennessee, conducted by the Transportation Arbitration Association, in accordance with its rules then in effect under the laws of the state of Tennessee. All claims for arbitration under this Agreement must be brought in the party's individual capacity and not as a plaintiff or class member in any purported class, collective action, or representative proceeding. The arbitrator may not consolidate the claims, and may not otherwise preside over any form of a representative or class proceeding. Judgment upon any Arbitration award may be entered in any court of any state or county or application may be made to such court through judicial acceptance of the award or determination and on order of enforcement, as the law of the jurisdiction may require or allow. THE PARTIES TO THIS TARIFF HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY OR AGAINST EACH OTHER ON, OR IN RESPECT OF, ANY MATTER ARISING OUT OF, RELATING TO OR PERTAINING TO THIS TARIFF, OR THE INTERPRETATION, BREACH, ENFORCEMENT OR SUBJECT MATTER THEREOF. The prevailing party in any such arbitration shall be entitled to an award of actual reasonable attorney's fees and costs. The Arbitration award or ADR determination shall be final and no appeal shall be taken by either party. The costs of any such Arbitration shall be borne by the non-prevailing party. CARRIER agrees that all claims must be brought in the party's individual capacity and not as a plaintiff or class member in any purported class, collective action, or representative proceeding, such right of CARRIER being expressly waived.

E. NO BACK SOLICITATION:

(i) CARRIER shall not knowingly solicit freight shipments (or accept shipments) during the term of this Agreement and for a period of 12 month(s) following termination of this Agreement for any reason, from any shipper, consignor, consignee, or other customer of BROKER, where (1) the availability of such traffic became known to CARRIER as a result of BROKER's efforts, or (2) the traffic was first tendered to CARRIER by BROKER, either directly or indirectly.

(ii) In the event of breach of this provision, BROKER shall be entitled, for a period of 12 months following delivery of the last shipment transported by CARRIER under this Agreement, to a commission of fifteen percent (15%) of the gross transportation revenue (as evidenced by freight bills) received by CARRIER for the transportation of said freight as liquidated damages. Additionally, BROKER may seek injunctive relief and in the event it is successful, CARRIER shall be liable for all costs and expenses incurred by BROKER, including, but not limited to, reasonable attorney's fees and court costs.

F. CONFIDENTIALITY:

(i) In addition to Confidential Information protected by law, statutory or otherwise, the Parties agree that all of their financial information and that of their customers, including but not limited to freight and brokerage rates, amounts received for brokerage services, amounts of freight charges collected, freight volume requirements, as well as personal customer information, customer shipping or other logistics requirements shared or learned between the Parties and their customers, shall be treated as Confidential, and shall not be disclosed or used for any reason without prior written consent.

(ii) In the event of violation of this Confidentiality paragraph, the Parties agree that the remedy at law, including monetary damages, may be inadequate and that the Parties shall be entitled, in addition to any other remedy they may have, to an injunction restraining the violating Party from further violation of this Agreement in which case the prevailing Party shall be liable for all costs and expenses incurred, including but not limited to reasonable attorney's fees.

G. DEFAULT: In the event either party files a voluntary petition in bankruptcy court, or makes an assignment for benefit of creditors, or is voluntarily or involuntarily adjudicated bankrupt, or has a receiver appointed for its business, becomes insolvent, or defaults in compliance with one or more provisions of this Agreement, the other Party may elect to immediately terminate this Agreement.

H. MODIFICATION OF AGREEMENT: This Agreement may not be amended, except by mutual written agreement between the Parties.

i. CARRIER's modification of any provision of this Agreement, whether by email, text message, or otherwise, shall not be effective.

ii. Additionally, the provisions of this Agreement shall be deemed to supersede and shall prevail over any conflicting terms set forth in any document issued by CARRIER whether any such document was prepared prior to, contemporaneously with or after execution of this Agreement.

I. NOTICES:

(i) All notices provided or required by this Agreement, shall be made in writing and delivered, return receipt requested, to the addresses shown herein with postage prepaid; or by confirmed (electronically acknowledged on paper) fax, or by email with electronic receipt.

(ii) The Parties shall promptly notify each other of any claim that is asserted against either of them by anyone arising out of the Parties' performance of this Agreement.

(iii) Notices sent as required hereunder, to the addresses shown in this Agreement shall be deemed sent to the correct address, unless the Parties are notified in writing of any changes in address.

J. CONTRACT TERM: The term of this Agreement shall be one year from the date hereof and thereafter it shall automatically be renewed for successive one (1) year periods, unless terminated, upon thirty (30) day's prior written notice, with or without cause, by either Party at any time, including the initial term. In the event of termination of this Agreement for any reason, the Parties shall be obligated to complete performance of any work in progress in accordance with the terms of this Agreement.

K. SEVERANCE: SURVIVAL: In the event any of the terms of this Agreement are determined to be invalid or unenforceable, no other terms shall be affected and the unaffected terms shall remain valid and enforceable as written. The representations, rights and obligations of the parties hereunder shall survive termination of this Agreement for any reason.

L. COUNTERPARTS: This Agreement may be executed in any number of counterparts each of which shall be deemed to be a duplicate original hereof.

M. REPRESENTATION OF AUTHORITY: Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this

Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

N. FORCE MAJEURE. In the event that either Party is prevented from performing its obligations under this Agreement because of an occurrence beyond its control and arising without its fault or negligence, including without limitation, war, riots, rebellion, acts of God, acts of lawful authorities, fire, strikes, lockouts or other labor disputes, such failures to perform shall be excused for the duration of such occurrence. Economic hardships, including, but not limited to, recession and depression, shall not constitute Force Majeure events.

O. ENTIRE AGREEMENT: Unless otherwise agreed in writing, this Agreement contains the entire understanding of the Parties and supersedes all verbal or written prior agreements, arrangements, and understandings of the Parties relating to the subject matter stated herein, whether any such document was signed prior to or contemporaneously with the execution of this Agreement. The Parties further intend that this Agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence may be introduced to reform this Agreement in any judicial or arbitration proceeding involving this Agreement.

IN WITNESS WHEREOF, we have signed this Agreement the date and year first shown above.

ICON International, Inc.

Signature: _____ Date: _____

Name: Tim Ringer Title: President

Company Address: 45 West Caldwell St., Mount Juliet, TN 37122

Phone: 855-886-9954 Email: mbrown@iconcompany.net

(CARRIER)

Signature: _____ Date: _____

Name: _____ Title: _____

Company Address: _____

Phone: _____ Email: _____