



MASTER BROKER SHIPPER AND CARRIER AGREEMENT

THIS MASTER AGREEMENT, between World Transportation Services, a Florida corporation, a Regulated Transportation broker; herein for designated as Broker-shipper and _____ hereinafter designated as CARRIER. WITNESSETH:

WHEREAS, BROKER holds a license from The former Interstate Commerce Commission (ICC) replaced by the Federal Highway Administration, department of transportation (FHWA), to operate as a transportation broker in M.C. 833894 and in good standing with all other regulatory agencies having jurisdiction over it; and WHEREAS, CARRIER holds authority to operate as a motor common or contract carrier under certificate or permit No. MC# or ICC# _____ issued to it by the former ICC, now FHWA; and WHEREAS, CARRIER is in good standing with all regulatory agencies having jurisdiction over it is the intent and understanding of the parties to this AGREEMENT that all transportation services provided to WTS by CARRIER shall be contract carriage as defined at 49 USC 13102(4) (B) AGREEMENT is entered into under the provisions of 49 U.S.C. 14101(b). It is understood that the shipments offered to CARRIER by WTS will be only those where WTS exercises complete control over the transportation of the commodities and under these circumstances WTS is considered to be a shipper in its relationship with CARRIER. NOW, THEREFORE in consideration of the promises and mutual covenants herein contained, IT IS HERE BY AGREED as follows:

1. The term of this Agreement, Shall be one be one (1) year beginning with the date of execution hereof and shall automatically renew for consecutive one year extensions unless canceled by either party by giving written notice to the other at least Thirty (30) days in advance of such cancellation.
2. Carrier and WTS agree that this Agreement shall govern all shipments tendered to Carrier by WTS during the term of this Contact. Any rates, rules and charges in tariffs, schedules rate quotations, or other pricing documents published or maintained by Carrier whether filed or not filed with any regulatory agency. Will not apply for any such shipment unless such rates, rules and charges are specifically incorporated herein.
3. The parties agree that as to each load accepted by Carrier the parties shall execute a written instrument entitled Broker Confirmation and when executed by the parties, shall be considered as an Addendum to this Master Agreement.
4. Each Broker Confirmation shall be issued by WTS and signed by the parties prior to the handling of the particular leading(s) described therein. In consideration or WTS's efforts on behalf of carrier as well issuing said Confirmation(s) and WTS's guaranty' to Carrier of payment to accordance with such confirmation the parties agree that WTS shall keep any sums which WTS's costumers are willing to pay over and above the carrier compensation stated in the broker confirmation as WTS's commission. It shall be WTS's responsibility to complete the broker confirmation in duplicate, mailing or faxing one copy to Carrier and relining the second copy or its own file.
5. Carrier and WTS acknowledge that an accepted practice of this transportation industry is the preparation of Bills of Lading by companies tendering goods for shipment by carriers. Carrier agrees that the shipper's preparation and carrier's acceptance of such bills of lading shall be considered as receipt for the goods in good order and shall not constitute any agreement or contract of carriage between carrier and the company tendering the goods to it.
6. WTS shall not be obligated to tender all of it lawful available freight solely to carrier,

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Carrier hereby agrees that it will transport all lawful loadings accepted by it from WTS to the destinations or destinations designated by WTS. In the event the carrier is unable to accept any loading offered by WTS it shall so advise WTS, if it desires, may elect to avail itself of the services of another carrier such circumstances failure of carrier to accept WTS's request shall not be a branch of the terms of this agreement.

7. Carrier agrees that any loading accepted by them will be transported according to WTS's instructions with reasonable dispatch. As between carrier and WTS. Carrier hereby assumes all liability for loss and damage while such commodities are in carrier's custody or control. Except with WTS prior written permission, Carrier shall be prohibited from utilizing any other motor carrier, intermediary or broker to Transport the, shipments contemplated by this Agreement. In the event that Carrier should violate the terms of this paragraph it shall respond in liquidated damages to WTS in an amount which is equal to the freight charge which would accrue to Carrier with respect to such shipment. This provision shall not prohibit Carrier from utilizing owner-operators pursuant to an appropriate lease and the rules and regulations adopted by the FHWA applicable to the use of owner-operators by motor carriers.

8. Because the transportation performed by carrier under terms of this agreement is contract carriage as defined a 49 U.S.C 13102 (4)(b) wherein WTS is acting in the capacity of the contracting shipper, Carrier and WTS expressly waive the billing, payment, and collecting practices in 49 U.S.C 13706-13710 and in lieu thereof agree that WTS will be initially responsible for the payment of the agreed rates and charges to carrier under the terms of this agreement for each shipment transported by carrier. Carrier agrees it will not invoice the shipper, consignee, or any other account of WTS for transportation performed pursuant to this contract. Carrier acknowledges and agrees that WTS costumers are considered third-party beneficiaries of this Agreement and that customers rely upon this agreement to prevent recovery by carrier against said costumer for any charges for shipments which were transported under this Agreement.

9. Carrier's liability begins when it signs the bill of lading or receipt and there is nothing furthers for WTS's costumers or the bill of lading consignor or consignee to do in tendering the freight to carrier. Carrier's liability shall end when it receives a signed delivery receipt from the proper named consignee and nothing remains to be done by carrier to deliver the shipment to the consignee. When a shipment or part thereof is refused by the consignee or carrier is unable to deliver it for any reason, carrier shall immediately notify WTS in order to receive instructions concerning disposition from WTS.

10. During the period of this contract, the vehicle or vehicles used for such transportation shall be solely and exclusively under the direction and control of the carrier who shall be liable to the WTS, the actual Shipper, consignor or consignee for any loss or damage to cargo, or for any property damage that may be caused by the operation of said vehicles.

11. Claims against carrier for loss, damage, injury or delay to freight may be filed with carrier by WTS, WTS customer, parties to the bill of lading, or the beneficial owner of the freight. All Claims will be filed, investigated and disposed of in accordance with 49 CFR 1005 (Principles and Practices for the investigation and voluntary Disposition of Loss and Damage Claims and Processing Salvage) issued by the FHWA. Suits base on loss, damage, injury or delay to freight transported pursuant to this contract shall be initiated within two (2) years and a day from the later of the dates on which the claimant and /or WTS receive a written disallowance from carrier in any suit or other proceeding arising out of such claim. WTS, WTS's account, parties to the bill of lading, or the beneficial owner of the freight shall be entitled to reasonable attorney's fees. Notwithstanding the foregoing, any claim disallowed by carrier or not disposed of in accordance with 49 C.F.R S.1005 may be offset by WTS from amounts otherwise due carrier. Any provisions of this paragraph which could be deemed to be in conflict with 49 USC 14706 will be considered as a waiver of those provisions by the parties to this Agreement.

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12. Carrier shall indemnify, defend (including payment of WTS's court costs and attorney fees) and hold WTS. WTS's costumers, shippers, receivers, consignors, consignees and beneficial owners of the freight from all loss, damage(including injuries resulting in death) or damage to property to the extent arising out of or resulting from carriers breach of its standard of liability containers herein. Carrier shall procure and maintain, at its own expense. Liability insurance with a reputable and financially responsible insurance carrier properly insuring carrier against liability and claims (a) for injuries to persons including injuries resulting in death or damage to property in the amount \$1'000.000, in the case of each accident, of not less than \$750.000.00 and (b) for loss of or damage to freight, in an amount no less than \$100.000.00 with respect to each shipment. Carrier shall furnish to WTS written certificates obtained from each insurance carrier showing that such insurance has been procured and is being properly maintained specifying the name of the insured carrier, the policy number and the expiration date. Such insurance maintained specifying the name of the insurance carrier, the policy number, and the expiration date, Such insurance policies shall provide that, in the event of cancellation, written notice of such cancellation shall be given to WTS at least thirty (30) days prior to such cancellation. In addition, WTS will be named additional insured on the carrier's insurance policy.

13. Valid certificates of liability and cargo insurance as provided in section 12 above are to be furnished to WTS prior to carrier's vehicle being loaded. But WTS will tender a shipment to carrier based on a signed statement from carrier certifying the insurance required by this Agreement is in effect and not canceled or under suspension and certifying that certificates of such effective insurance will be sent promptly to WTS. Carrier's compliance with these insurance requirements will be considered as a breach of contract, and carrier agrees to liquidated damages of 30% of carrier's agreed upon gross revenue from the settlement for each trip occurring while the default existed.

14. It is further mutually understood and agreed that the relationship of carrier to WTS hereunder is, and shall remain, solely that of an independent contractor and that drivers of the motor trucks and any persons employed in any connection with the loading, transportation, or unloading of commodities under this agreement are subject to the direction, control, and supervision solely of carrier and shall not be deemed to be employees of WTS for any purpose. Carrier also represents and agrees that such employees are and will at all times be covered by adequate workmen's compensation insurance as provided by law.

15. In consideration of services completed in accordance with the agreement between the parties by Carrier, Broker agrees to pay the Carrier Compensation per the agreement, even if the shipper does not or cannot pay WTS. It is specifically understood by the parties that WTS's guarantee of payment is part of the consideration for this Agreement.

16. All notices required to be given under any of the provisions of this Agreement shall be properly given and are full compliance hereof if made in writing and deposited in a United States post office by certified mail, postage repaid, bearing the address of the respective parties as hereinafter set forth.

17. Information regarding WTS's customers and the terms and conditions of the Contract is considered to be confidential business information of WTS, WTS has secured the goodwill of its customer: Carrier will treat all matters relating to the business of WTS, or its customer, as confidential business information and entrusted to Carrier solely for its use in performing services under this Contract. Such information will not be divulged in any way to any person except as is necessary for Carrier to carry out its obligations under this Contract. For the term of this Contract and for thirty-six (36) consecutive months after termination of this Contract for whatever reason, Carrier will not directly or indirectly solicit or serve, or aid in soliciting or serving any customer of WTS.

18. Carrier shall not permit any encumbrance or lien arising out of acts of or claims against WTS to be entered, levied or to exist upon goods transported under this Contract, including but not limited to a lien for freight charges which may be due for that particular shipment or any prior

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shipment. Carrier shall remove such lien or encumbrance immediately after becoming aware for the existence thereof.

19. If a petition in bankruptcy is filed by Carrier or if Carrier is adjudicated as bankrupt, or if Carrier makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the insolvency of Carrier, the defaulting party may, without prejudice to any other right or remedy, terminate this Contract. if Carrier should refuse or fail to supply satisfactory and lawfully qualified or personnel or proper equipment or fail to make prompt payment for materials or labor or disregard law, ordinances or reasonable instructions of WTS or its accounts, or if Carrier should fail to timely pay any sums due hereunder or Carrier otherwise be guilty of a violation of any provision of this Contract. Then WTS may forthwith cancel this Contract without prejudicing any additional legal rights which it or any other party may have under this Contract and statutory common law.

21. This Contract is divisible if any provision is held to be violative of any law or regulation, or is unenforceable for any reason, such illegality shall not affect the reaming portions of this Contract, which shall remain in full force and affect.

22. This Agreement shall be binding upon the successors and assigns of the respective parties here to; provided, however, that Carrier shall not assign this Agreement or any rights hereunder without the prior written consent of the WTS.

23. Except for matters governed exclusively by federal law, this Florida Agreement shall be governed by and construed under Florida law without regard to, any conflict of law's provisions which would require application of law of any other jurisdiction.

The parties agree that any and all actions or proceedings commenced to enforce the terms of this agreement shall be brought in the state of federal courts located in the city and county of Sunrise, Broward state of Florida, each party consents to the each personal and subject matter jurisdiction of such courts, and waives any objections to the venue in such courts. The parties also waive trial by jury in any action commenced concerning or related to this agreement.

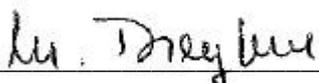
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Carrier

Company Name

Address

City, State, Zip Code



Manuel Dreyfus
President/CEO
World Transportation Services

Printed Name
Must be an Officer of Company