



Master Agreement

This Master Agreement (the "Agreement") dated _____ between Manna Freight Systems, Inc., a Minnesota corporation, with its principal place of business at 2440 Enterprise Drive, Mendota Heights, Minnesota 55120 (hereinafter collectively referred to as "Manna") and _____ (hereinafter collectively referred to as "Service Provider"), a _____ corporation with its principal place of business

Address 1 _____

Address 2 _____

City/St/Zip _____

This Agreement states the understandings and agreements between Manna and Service Provider for the provision of high-quality, in-home delivery, fulfillment, pickup and assembly services. Therefore, Manna and the Service Provider agree as follows:

1.0 Introduction

- 1.1 This Agreement sets forth the terms and conditions under which Manna shall purchase services from Service Provider for the purpose of this Agreement. The terms and conditions of this Agreement shall apply to all orders tendered by Manna for the transportation or servicing of orders.
- 1.2 This Agreement represents the complete understanding between Manna and the Service Provider, supersedes any and all other agreements and understandings, whether oral or written. This Agreement may not be modified, altered or rescinded except upon written consent of Manna and/or the Service Provider. The individuality or unenforceability of any provision of this Agreement shall not affect the other provisions of this Agreement, but this Agreement shall be revised, construed and reformed to the fullest extent possible to effectuate the purposes of this Agreement. This Agreement shall be binding upon and inure to the benefit of Manna and the Service Provider and their respective successors and assigns. This Agreement shall be governed by and construed in accordance with the laws of Hennepin County in the State of Minnesota, without giving effect to the principles of conflicts of law.

2.0 Term

- 2.1 The initial term of this Agreement shall be one (1) year beginning on the Effective Date. However, the Agreement shall automatically renew for a successive one-year term unless a 30-day written notice is provided to the other party prior to the end of the initial term or any successive term.
- 2.2 The Agreement may be immediately terminated by Manna based upon any material breach of performance by the Service Provider related to the conditions of this agreement. Either party shall have the right to terminate this Agreement by providing 30 day written notice. Any notice to terminate the Agreement shall be sent by verified facsimile or by certified mail, postage prepaid.

3.0 Indemnity

- 3.1 Service Provider agrees to defend, indemnify, and hold harmless Manna and any of its subsidiaries or affiliates, and their respective directors, officers, employees, representatives, and customers (the "Indemnitees") from and against any and all claims, actions, demands, legal proceedings, liabilities, damages, losses, judgments, authorized settlements, costs or expenses, including without limitation reasonable attorneys' fees, (the "Damages") arising out of or in connection with any actual:
- 3.2 Claim that Service Provider and/or service provided under this Agreement has caused bodily injury (including death) or has damaged real or tangible personal property;
 - 3.2.1 violation by Service Provider of any governmental laws, rules, ordinances, or regulations; and/or,
 - 3.2.2 claim by or on behalf of Service Provider's subcontractors, Service Providers, or employees for salary, wages, benefits or other compensation.

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- 3.3 Notwithstanding anything else Service Provider shall assume full responsibility for any and all damages excluding inconsequential damages related to its indemnification obligation under this section 3 with respect to third parties.

4.0 Limitation of Liability

- 4.1 Neither party, including either party's successors, heirs, or assigns, will be entitled to indirect, incidental, economic, consequential, or punitive damages, including lost profits, based on any breach or default of the other party. This limitation does not apply to any liability of Service Provider under the Sections entitled "Intellectual Property."
- 4.2 Service Provider shall not have any right, title, interest, ownership, or claim in the goods tendered for transportation services by or for Manna under this Agreement. Service Provider will not in any way encumber or otherwise impair Manna's right to possession of such goods, including, but not limited to, asserting any lien or withholding any goods on account of any dispute as to prices or alleged failure of Manna to pay any charges incurred under this Agreement. Service Provider waives and releases any lien or right to a lien. Service Provider shall defend, indemnify and hold harmless Indemnities (as that term is used previously in section 4.1) from all claims, losses, attorneys' fees, damages, liabilities, costs, expenses or suits arising out of or resulting from labor, materials, services or supplies furnished by Service Provider or by subcontractors or Service Providers of Service Provider and from all related liens.
- 4.3 Service Provider Liability:
 - 4.3.1 Service Provider's Cargo Liability. Unless otherwise limited in the specific SOW or Schedules, Service Provider assumes full liability for loss, damage to or destruction of any and all of Manna's goods or property while under Service Provider's care, custody or control. Manna's loss shall be determined in accordance with the common law. Service Provider shall, at Manna's option and direction, and upon demand, either pay Manna directly or deduct from the amount Manna owes Service Provider, without abatement, deduction, set-off, recoupment or counterclaim, the amount of Manna's full actual loss. Cargo which has been tendered to Service Provider intact and released by Service Provider in a damaged condition, visible or concealed, or lost or destroyed subsequent to such tender to Service Provider, shall be conclusively presumed to have been lost, damaged or destroyed by Service Provider unless Service Provider can establish otherwise by clear and convincing evidence, and all claims shall be paid by Service Provider or set off by Manna, within thirty (30) days of the receipt of a documented claim.
 - 4.3.2 Service Provider shall return to the point of origin, or other points, as instructed by Manna, and/or dispose of all damaged Product as instructed by Manna. Service Provider shall also provide expedited transportation service for the delivery of Product (to replace lost, damaged or destroyed Product) to Manna's Consignee, at Service Provider's cost. Irrespective of any provisions in Service Provider's tariffs, pricing agreements, schedules, rules, regulations or practices, Service Provider's liability for loss, damage or delay shall be governed solely by the terms of this Master Agreement.
 - 4.3.3 Service Provider's liability hereunder may not be limited by any provision purporting to limit Service Provider's liability, including without limitation, any Transport Document, common Service Provider tariff, addendum, schedule, service guide or similar document issued by or on behalf of Service Provider or any provision of any such Transport Document, tariff, addendum, schedule, service guide or similar document which Service Provider may attach to or incorporate into any Addendum or Schedule. The use of or reference to any such Transport Document, tariff, schedule, service guide or similar document or any provision(s) thereof shall not alter in any manner the terms of this Master Agreement or any additional Addendum or Schedule. Willful misconduct, (as defined hereafter), fundamental material breach or conversion on the part of Service Provider, its employees, officers, directors or Service Providers shall vitiate any and all liability limitations contained in this Master Agreement.
 - 4.3.4 The provisions of this Section 5.3 shall survive cancellation, termination, or expiration of this Master Agreement and any additional Addendum or Schedule.

5.0 Term & Termination

- 5.1 The Agreement may be immediately terminated by Manna based upon any material breach of performance by the Service Provider related to the conditions of this Agreement. Either party shall have the right to terminate this Agreement by providing 30 day written notice. Any notice to terminate the Agreement shall be sent by verified facsimile or by certified mail, postage prepaid.

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- 5.2 Either party may immediately terminate this Agreement by giving written notice to the other party if the other party is insolvent or has a petition brought by or against it under the insolvency laws of any jurisdiction; if the other party makes an assignment for the benefit of creditors; if a receiver, trustee or similar Service Provider is appointed with respect to any property or business of either party.
- 5.3 This Agreement may be immediately terminated by Manna based upon any material breach of performance by the Service Provider related to the conditions of this agreement.
- 5.4 This Agreement may be immediately terminated by Service Provider upon any material breach of performance by Manna related to the conditions of this agreement
- 5.5 Survival of Terms: Regardless of the circumstances of termination or expiration of this Agreement or any Addendum or Schedule or portion thereof, will survive the termination or expiration and continue according to their terms.

6.0 Dispute Resolution

- 6.1 Any dispute arising out of or relating to this agreement shall be decided by binding arbitration in Minneapolis, Minnesota, presided over by one arbitrator to be agreed upon by the parties. If parties cannot agree upon an arbitrator, either party may petition a court of competent jurisdiction in Hennepin County, Minnesota, to appoint an arbitrator from among qualified lawyers who are former Hennepin County District Court judges having experience as arbitrators. Should Service Provider successfully defend itself or any legal actions brought by any party with an interest in this shipment, Service Provider shall be entitled to reasonable attorney fees and costs.

7.0 Governing Law

- 7.1 THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE HENNEPIN COUNTY, in the STATE OF MINNESOTA, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW. SERVICE PROVIDER HEREBY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE FEDERAL AND STATE COURTS OF THE STATE OF MINNESOTA, U.S.A. AND HEREBY AGREES THAT ANY SUCH COURT SHALL BE A PROPER FORUM FOR THE DETERMINATION OF ANY DISPUTE ARISING HEREUNDER.

8.0 Insurance:

- 8.1 Service Provider will obtain and at all times during the term of this Agreement maintain at its own expense, with insurance companies acceptable to Manna, the minimum insurance coverage state in to this Agreement. Furthermore, Service Provider shall, within ten (10) days of the Effective Date of this Agreement, provide Manna with Certificates of Insurance evidencing compliance with this paragraph. These certificates must be faxed or mailed directly from the Insurance Provider to:
Manna Freight Systems, Inc
2440 Enterprise Drive
Mendota Heights, MN55120
Fax #: 651.294.1035
Attn: Procurement Manager
- 8.2 Service Provider shall provide Manna a current Certificate of Insurance naming Manna Freight Systems, Inc. as an additional insured party and evidencing the following minimum insurance coverage:
 - 8.2.1 Commercial General Liability with a combined single limit per occurrence of not less than one million dollars (\$1,000,000);
 - 8.2.2 Commercial Automobile Liability Insurance with at least;
 - 8.2.2.1 \$50,000 - per occurrence - for a commercial motor vehicle with a gross weight of less than 35,000 pounds.
 - 8.2.2.2 \$100,000 - per occurrence - for a commercial motor vehicle with a gross weight of more than 35,000 pounds, but less than 44,000 pounds. _
 - 8.2.2.3 \$300,000 - per occurrence - for a commercial motor vehicle with a gross weight of 44,000 pounds or more.
 - 8.2.3 Employer's Liability and Worker's Compensation coverage as required by law;
 - 8.2.4 Workers' Compensation: per statutory requirements and
 - 8.2.5 Cargo: full wholesale cost of the goods, maximum of \$25 per pound, \$500,000 per shipment.
 - 8.2.6 The Service Provider must immediately notify Manna of any interruption, modification, or cancellation of insurance coverage.

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9.0 Records

- 9.1 Service Provider will maintain accurate and legible records for a period of five (5) years and will grant to Manna reasonable access to and copies of, any information reasonably requested by Manna with respect to Service Provider's performance

10.0 Non-Exclusive:

- 10.1 Nothing in this Agreement shall require Manna to purchase from Service Provider any or all of its requirements for services that are the same or similar to the Services provided hereunder. Furthermore, Service Provider agrees to cooperate and work with Manna and any other providers that Manna may engage in connection with the provision of the Services.

11.0 Entire Agreement:

- 11.1 This Agreement any related Addenda, Exhibits, Attachments, and Schedules, as so designated, set forth the entire agreement and understanding of the parties relating to the subject matter contained herein, and merges all prior discussions and agreements, both oral and written, between the parties. Each party agrees that use of pre-printed forms, including, but not limited to email, purchase orders, acknowledgements or invoices, is for convenience only and all pre-printed terms and conditions stated thereon, except as specifically set forth in this Agreement, are void and of no effect. Unless expressly amended in an Addendum, Exhibit, Attachment or Schedule, as so designated, in the event of conflict between this Master Agreement and any Addendum, Exhibit, Attachment or Schedule, the terms of this Master Agreement and related Addenda, Exhibits, Attachments and Schedules shall prevail.
- 11.2 Manna and Service Provider shall limit disclosure of information concerning this Agreement, including the transportation and performance thereof, including Service Provider's rates and charges, to only those Manna and Service Providers, employees and subcontractors directly involved in its execution and performance, such other parties who have a specific need to know of this Agreement and the Statements Of Work and Schedules. Service Provider specifically agrees to keep confidential all of Manna's technical and business information which Service Provider has received or may receive as a result of this Agreement, and the Statements Of Work and Schedules, and the performance thereof, and not to reveal or to divulge such information to third parties or to use or publish such information in any manner whatsoever without obtaining Manna's prior written consent; provided, however, that Service Provider shall not be bound to keep confidential any such information
- 11.2.1 which was known to Service Provider prior to the date of the applicable SOW or Schedule from sources other than Manna.
- 11.2.2 which is, or becomes, available to the public without fault on Service Provider's part, or
- 11.2.3 which is disclosed to Service Provider by a party not related, directly or indirectly" to Manna, and such party has a rightful claim to such information. Service Provider shall only use Manna's technical and business information to provide the transportation and related services required under this Agreement, SOW and/or any other Schedules.

12.0 Non-Competition & Non-Solicitation

- 12.1 During the term of this Agreement and for a period of twelve (12) months following termination of the Agreement for any reason, the Service Provider agrees that it will not, independent of this Agreement; render services directly to any Manna account, merchandiser or manufacturer introduced to the Service Provider as a result of this Agreement. The Service Provider further agrees that it will not solicit, nor endeavor to divert away, from Manna any business or entity who is, or was, a customer or account of Manna during the 12 month period immediately preceding the termination of this Agreement.

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13.0 Security

13.1 Objective:

- Manna's Service Providers will recognize and employ these handling and transport standards designed for the protection of Manna's product while in the Service Provider's care and custody. If, for any reason, any of these standards are not immediately achievable, it is understood that the Service Provider maintains full responsibility for developing a written security action plan articulating the steps necessary to place themselves in full compliance with these standards. This action plan will include an implementation schedule and shall be attached to the Service Contract at the contract's inception.
- Service Provider agrees, at its sole expense, to adhere to the security standards contained within this exhibit as they relate to the handling, storage, and transport of Manna's products. Notwithstanding anything to the contrary contained herein, if any loss or damage to Manna's product occurs as a result of Service Provider's failure to fully comply with these Security standards, Service Provider shall be liable as described in "8.0 Insurance". In addition Service Provider will continue to abide by its own internal security procedures as they relate to the handling, storage and transport of Manna's product.
- "Manna's Product" is defined as any goods in which the Service Provider has been contracted by Manna to store, transport or otherwise handle. Should, as a part of its business model, the Service Provider subcontract any portion of Manna's product or warehousing business to a third party, the Service Provider warrants that those sub-Service Providers and third party vendors are also under obligation to abide by the Security standards contained herein.
- Service Provider agrees to employ a management-level security administrator to oversee the security function of their facilities. This individual will act as the security liaison for all of Manna's freight business, and will be made available to coordinate the Service Provider's security efforts with Manna's security management.
- Service Provider will make its facilities and management available for Manna's security representative who may wish to conduct formal security audits of those facilities containing Manna's products. Informal site visits by Manna's security personnel will be preceded by a 24-hour notice to the Service Provider's SLM (Senior Local Manager) whenever possible.

13.2 Service Provider's Premises Protection:

At locations where product will be stored in excess of six (6) hours, the Service Provider will provide and maintain, at all times, adequate security systems and handling practices to allow continuous monitoring and protection of Manna's product against fire, damage and theft.

- Whenever practical, monitored systems should include a perimeter intrusion detection system and a security camera system (CCTV). Components of these systems should contain at a minimum:
- Facility intrusion detection device for each point of entry, with 24 hour monitoring and response. High-quality commercial lock and key hardware on perimeter doors and internal product storage doors with a suitable key control and inventory system.
- Overhead doors are to be closed and locked when not in use.
- Dock areas and locations where high value product is securely stored will have area detection devices with direct connection to a staffed monitoring station.
- Adequate interior and exterior dock and premises lighting.
- Camera system with sufficient coverage of the facility and Manna's product, with a 24 hour recording system. Tapes to be retained for a minimum of two weeks.
- Documentation and control of personnel's use and possession of intrusion detection system alarm codes and access codes.
- Alarm code access / egress activity is to be regularly reviewed and updated. System integrity should be inspected and tested regularly.
- For locations at which Manna's products are stored in secured trailers, adequate perimeter fencing or barriers will be installed to substantially restrict unauthorized access to the truck storage yard.
- The Service Provider will make every reasonable effort to ensure that all vehicle and pedestrian access to its premises is controlled to prevent unauthorized casual and intentional intrusion. Details of measures shall be included in the Service Provider's security procedures.
- Service Provider will require truck drivers to submit proper identification, such as a valid driver's license, prior to releasing a load containing Manna's product. Copies of identification are to be kept on site. Service Provider will have a process in place that easily distinguishes employees from visitors, guests, drivers and unauthorized personnel.
- Service Provider shall be in compliance with all National Fire Protection Association (NFPA) and/ or local applicable fire codes. Fire intrusion systems must meet the insurance requirements mutually agreed upon between Manna and Service Provider.
- Service Provider is to provide a secure storage area for Manna's product. This area will be designed to deter and prevent unauthorized access as well as protect the product from crushing and water damage.

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- For the purpose of this action, examples of a secure storage area may include sealed or locked containers, locked cage, locked hard-wall areas, or cargo storage racks at a sufficient height to prevent access by unauthorized persons.
- Entry to the secure area is to be limited to personnel directly involved in shipping and receiving product.
- Any of Manna's loose products staged over six (6) hours must be stored in a secure area.
- Service Provider will avoid opening individual boxes unless directed by an authorized MANNA representative or customs official; or if an inspection is necessary to determine
 - (1) the adequacy of packing;
 - (2) the existence and/or extent of damage;
 - (3) the accuracy of the description of contents;
 - (4) the acceptability of the shipment for transportation in accordance with Service Provider tariffs.
- Any freight or individual product boxes showing evidence of being opened tampered with or suggesting pilferage must be reported to a Manna contact immediately.
- Service Provider will make every reasonable attempt to hold such product in a secure area for inspection and photograph if deemed necessary by Manna.
- Service Provider should avoid exposing Manna's product to conditions that may cause crushing or damage to the product. The Service Provider must implement procedures for communicating incidents of damaged cartons to Manna within 1 hour of each occurrence.
- Service Provider shall limit or appropriately protect the product from environmental conditions that may cause damage.
- No pre-loading of Manna's product is permitted on trailers or vehicles intended for later collection or shipment.
- In the event Manna authorizes product to be stored in trailers parked within a facility's truck yard, trailers must be sufficiently secured with **at least two** of the following:
 - Pin locks
 - Padlocks on container or trailer doors
 - Numbered, logged, and inspected seals
 - Containers or trailers backed up against each other or against a structure so that the unit's cargo doors cannot be opened.

13.3 Vehicle Security:

All trailers used for transporting product shall be equipped with solid sides and locking cargo doors. No soft-sided or "curtain" trailers are allowed.

The driver of each Pickup/delivery vehicle will give advance notification to appropriately designated personnel before making unscheduled stops or deviating from the assigned Pickup/delivery route.

Vehicles will be equipped with a suitable communication system that will allow the driver to request assistance in the event of an emergency.

In geographical locations where local risk factors and loss history exceed established industry averages, Manna reserves the right to enhance the level of vehicle security by requiring the Service Provider to provide **at least two** of the following in addition to normal security operating procedures: (locations and costs to be identified and assigned in a separate addendum, when required)

- Pickup and Delivery vehicles and/or tractor and trailers fitted with a Global Positioning System (GPS) and appropriate vehicle monitoring mechanisms:
- Cellular telephone communication with the driver/drivers
- "Panic" or duress alarm systems with activation buttons in the cab of the truck and an appropriate system of monitoring such alarm activity.
- Vehicle immobilization devices that can be activated by a driver in an emergency or hijacking situation.
- Vehicles and freight escorted by professionally trained security personnel with appropriate communication systems, escort vehicles, and procedures in place.
- Drivers trained in emergency situation handling / hijacking awareness.

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- 13.4 Control of Manna Freight information
Service Provider agrees to provide the following precautions for the protection of records involving Manna and Manna's freight; such as load contents, customers' identities, the times and dates of shipments, destinations, and shipping routes.
- Restrict access to freight handling information exclusively to those employees with a legitimate need to know.
 - Keep shipping records in secured, locked and restricted locations
 - Maintain secure computer databases containing Manna's account information.
 - Provide unique operator passwords to computer systems that contain Manna's shipment records and enforcing the use of those passwords. Operators should be required to use their unique password when logging into a computer system containing Manna's shipment or freight information.
 - Require Service Provider's employees to "log-out" of computer-based records handling applications when not being used.
 - Alter and rotate drivers' routes on a random and frequent basis to discourage recognizable patterns of movement, unless requested otherwise
 - Provide training and security orientation to employees on the topic of the protection of Manna's freight and shipment information.
- 13.5 Hiring / Supervising / Training of Employees and Service Providers
Service Provider will ensure that comprehensive background checks are conducted on all Service Provider's employees involved with handling or transportation of Manna's products to confirm that such employees are free from records of criminal convictions involving drugs, theft or dishonesty. Furthermore, Service Provider confirms that all subcontracted personnel involved in the handling or transportation of Manna's products on Service Provider's behalf are free from record of criminal convictions involving drugs, theft or dishonesty. Background checks will contain at least the following components:
- 4 Year criminal history for all areas of residence
 - Prior employment reference check for previous 4 years
 - Drug testing through a recognized medical laboratory
 - If requested, Service Provider will make documentation available to Manna personnel confirming that the appropriate background checks had been completed (specific information excluded).
 - Service Provider agrees to provide a reasonable and customary level of supervision to its employees handling Manna's product.
 - Service Provider agrees to provide security awareness orientation and training to all employees handling or transporting Manna's product within thirty (30) days of hiring. Such training will include these components:
 - Applicable internal security procedures of Service Provider.
 - Manna's product handling and transport standards contained within this exhibit.
 - Loss and damage reporting requirements.
 - Protection of Manna's proprietary shipping information Audits
- Manna's personnel and representatives of Manna's insurance carriers reserve the right to conduct security audits of the Service Provider's premises and/or transit locations containing Manna's product, and will report audit results and proposed corrections within thirty (30) days of the completed audit.
- Likewise, Service Provider will make every effort to ensure that its 3rd party Service Providers and/or warehouse Service Providers subcontracted to handle or store Manna's product consent to the following audit terms:
- Manna will provide Service Provider a two week advance written notice of scheduled audit dates
 - Manna will provide Service Provider a document detailing the intent and scope of the audit
 - Service Provider agrees to make available management-level representatives and/or security representatives with operational decision making authority at least twice annually, for the purposes of discussing overall security and loss / damage mitigation efforts
 - Service Provider will perform an annual self-audit of facilities through which Manna's freight is moved. If vulnerabilities are identified which place Manna's product at risk, reasonable efforts will be made to mitigate these risks.
- 13.6 General Security Responsibilities
Service Provider will promptly complete loss / theft / damage investigations as such incidents are reported or made known. Results and/or conclusions are to be forwarded to the corporate Manna security contact, as this information is made available. Manna's security management shall be invited to participate in any investigation involving the loss of Manna's product.
Service Provider will maintain written security operating procedures for Manna's products and will ensure that those procedures are (1) consistent with these guidelines, (2) well communicated to Service Provider's employees and 3rd party Service Providers, and (3) updated as needed.
As requested, Service Provider will provide Manna with a full report on all known losses and thefts at specific facilities for a stated period of time not to exceed two years, in accordance with Service Provider Tariffs for loss and damage claims.



IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

MANNA FREIGHT SYSTEMS, INC.

SERVICE PROVIDER

Authorized Signature

Authorized Signature

Name

Name

Title

Title

Date

Date