

Dear Valued Transportation Provider,

We would like to welcome you to working with Bounce Logistics.

Please use this as your checklist to ensure you are sending all the required documents.
Your set-up will be delayed if required documentation is missing.

ONCE COMPLETED PLEASE RETURN TO YOUR BOUNCE POINT OF CONTACT.

PLEASE COMPLETE AND RETURN:

PAGES 2 THROUGH 11 MUST BE FILLED OUT COMPLETELY AND RETURNED

- CARRIER INFORMATION**
PAGE 2 REQUIRED
- CARRIER EQUIPMENT**
PAGE 3 REQUIRED
- CARRIER PAY**
PAGE 4 REQUIRED
- CARRIER CONTRACT**
FILL OUT PAGES 5 AND 11 COMPLETELY. REQUIRED
RETURN PAGES 5,6,7,8,9,10 and 11. REQUIRED

PLEASE PROVIDE COPIES OF:

COPY OF AUTHORITY, W9/W8 AND INSURANCE IS REQUIRED

- OPERATING AUTHORITY**
REQUIRED
- FORM W-9 (W-8BEN WHERE APPLICABLE)**
REQUIRED
- INSURANCE CERTIFICATE (INCLUDING WORKERS COMPENSATION COVERAGE)**
REQUIRED
- ANY ADDITIONAL DOCUMENTS OR APPLICABLE CERTIFICATIONS**

SPECIAL INFORMATION:

PLEASE REVIEW PAGE 12 FOR MORE INFORMATION ABOUT BOUNCE





CARRIER INFORMATION

DATE _____

MC # _____ USDOT # _____ FEDERAL ID # _____

LEGAL NAME: _____

DBA NAME: _____

MAILING ADDRESS: _____

STREET ADDRESS: _____

_____ CITY _____ STATE _____ ZIP/POSTAL CODE _____

CONTACTS

DISPATCH

AFTER HOURS INFORMATION

ACCOUNTING/PAPERWORK

DISPATCH	AFTER HOURS INFORMATION	ACCOUNTING/PAPERWORK
NAME		
EMAIL		
PHONE		
FAX		

PLEASE LIST REFERENCES YOU HAVE MOVED LOADS FOR WITHIN THE LAST 6 MONTHS

BROKER

TELEPHONE #

CONTACT NA

- 1) _____
- 2) _____
- 3) _____
- 4) _____

CERTIFICATIONS (PLEASE CHECK BOX AND PROVIDE DOCUMENTATION)

CTPAT SVI # _____

PIP PIP # _____

SMARTWAY SCORE _____

TSA FAST TWIC CARB CSA

MINORITY OWNED WOMAN OWNED VETERAN OWNED

SCAC CODE _____

CARRIER EQUIPMENT

Please list your equipment and number of tractors. It will help XPO find your load faster.

VANS	QUANTITY
Van 48	_____
Van 53	_____
Moving van	_____
Van double	_____
Van hotshot	_____
Van insulated	_____
Van logistics	_____
Van open top	_____
Van roller bed	_____
Van triple	_____
Van vented	_____
Van blanket wrap	_____
Van intermodal	_____
Van lift gate	_____
Van pallet exchange	_____
Van heated	_____
Van high cube	_____
Cargo van	_____
Van insulated	_____
Sprinter	_____

TRACTORS

FLATBED/SPECIALIZED	QUANTITY
Flatbed 45	_____
Flatbed 48	_____
Flatbed 53	_____
Flatbed B train	_____
Flatbed hotshot	_____
Flatbed maxi	_____
Flatbed side kits	_____
Landoll trailer	_____
RGN	_____
RGN extendable	_____
Double drop	_____
Stepdeck 48	_____
Stepdeck 53	_____
Stepdeck extendable	_____
Stepdeck w ramps	_____
Stretch trailer	_____

REEFERS	QUANTITY
Reefer 48	_____
Reefer 53	_____
Reefer doubles	_____
Reefer pallet xchange	_____

STRAIGHT TRUCKS	QUANTITY
Straight truck less than 20ft	_____
Straight truck greater than 20ft	_____

CONESTOGA	QUANTITY
Curtainside	_____
Flatbed conestoga	_____
Stepdeck conestoga	_____
Double drop conestoga	_____

CONTAINERS	QUANTITY
Container 20	_____
Container 40	_____
Container 53	_____
Container insulated	_____
Container refrigerated	_____
Container on flat car	_____

DRY BULK	QUANTITY
Hopper bottom	_____
Pneumatic	_____
Belly dump	_____
End dump	_____

OTHER EQUIPMENT	QUANTITY

PLEASE COMPLETE SECTION 1

SECTION 1: HOW DO YOU WANT TO BE PAID?

PLEASE CHECK 1 OF THE FOLLOWING 3 PAY OPTIONS. COMPLETE CORRESPONDING SECTION BELOW

OPTION 1
MAILED CHECK

OPTION 2
FACTORING

OPTION 3
BOUNCE QUICKPAY/ACH

ALL LOADS WILL BE PAID IN US DOLLARS UNLESS REQUESTED

OPTION 1. MAILED CHECK - INPUT YOUR VALID REMIT ADDRESS INFO. (30 DAY PAY TERMS)

Name of Payee: _____

Address: _____

City, State/Province, Zip/Postal Code _____

OPTION 2. FACTORING - INPUT YOUR FACTORING COMPANY'S INFORMATION*

Factoring company name _____ Phone # _____

Email Address _____ Fax # _____

Signature _____ *Notice of assignment is REQUIRED. Attach to this form and submit

OPTION 3. BOUNCE QUICKPAY AND ACH PAYMENT PROGRAMS - APPLICATION INFO BELOW

Notice: If you factor, Quickpay and ACH programs are not available

WE OFFER THE FOLLOWING QUICKPAY PROGRAM:

7-10 DAYS / 2% FEE

TERMS: Payment issued 7 to 10 days after receipt of required load documentation

NOTICE: Quickpay program requires ACH payment

PLEASE COMPLETE BOUNCE QUICKPAY AND ACH FORMS

ACH ONLY OPTION

TERMS: 30 DAYS

REQUIRED: Active bank account and voided check or letter from banking institution stating account is active



ABOUT BOUNCE

Bounce Logistics

<u>FEIN</u>	<u>D&B #</u>	<u>MC #</u>	<u>DOT #</u>	<u>SCAC</u>
26-1750483	80-997-7791	633062	1727590	BLIH

Type of Business
 Truckload Brokerage
 Established in 2008

Officers
 Bryan Tumbleson, *President*
 Dave Abbott, *Operations Manager*

CONTACT INFORMATION

5838 W. Brick Rd. Suite 102
 South Bend, IN 46628
 Phone: (877) 677-5623
 Fax: (574) 243-1584

Invoices can be emailed to: Billing@BounceLogistics.com

BANKING REFERENCE

Bank
 JP Morgan
 Two Corporate Drive, Suite 370
 Shelton, CT 06484

Contact:
 Jackie Santana-Perez, Client Relationship Manager
 Phone: 203-944-8457
 Email: jackie.santana@jpmorgan.com

BUSINESS REFERENCES

Freight Exchange Of NA
 400 N. Noble, Suite 210
 Chicago, IL 60642
 Phone: (312) 612-2200

Covenant Transport, Inc
 400 Birmingham Hwy
 Chattanooga, TN 37419
 Phone: (866) 319-0140

AFFILIATE COMPANY INFORMATION

XPO Logistics, Inc.
 5 American Lane
 Greenwich, CT 06831

MOTOR CARRIER TRANSPORTATION AGREEMENT

THIS MOTOR CARRIER TRANSPORTATION AGREEMENT ("Agreement") is made on _____, 201_ between _____ ("CARRIER") and one or more of the following distinct corporate entities: XPO Logistics, LLC, XPO Logistics Canada Inc., Bounce Logistics, LLC, XPO Logistics Express, LLC, XPO Global Forwarding, Inc., XPO Logistics NLM, LLC ("XNLM"), XPO Dedicated, LLC, XPO Air Charter, LLC, XPO Intermodal Solutions, Inc. ("XIS"), XPO Stacktrain, Inc. ("Stacktrain"), XPO Ocean World Lines, Inc., XPO Customs Clearance Solutions, LLC, XPO Distribution Services, Inc., XPO Logistics Cartage, LLC, XPO Logistics Drayage, LLC, XPO Servco, LLC, XPO Last Mile, Inc., Con-way Multimodal Inc., Jacobson Logistics Company, LC and any other entities affiliated with any of the listed entities excluding XPO Logistics Supply Chain, Inc., XPO Logistics Worldwide, Inc. XPO Logistics Worldwide Government Services, LLC, and XPO Logistics Freight, Inc. (individually and collectively referred to as "BROKER").

BROKER is licensed as a property broker by the Federal Motor Carrier Safety Administration ("FMCSA") and as a licensed property broker arranges transportation under its contracts with its customers; and

BROKER desires to engage CARRIER as an independent contractor to provide transportation according to this Agreement's terms and conditions, and CARRIER desires to provide such transportation.

THEREFORE, IN CONSIDERATION of the mutual promises and covenants herein contained, the receipt and sufficiency of which as consideration are hereby acknowledged, BROKER and CARRIER agree as follows:

1. SCOPE AND CARRIER REQUIREMENTS

1.1 Broker Entities. Each BROKER entity listed above is entering into this Agreement as an individual entity and consents to the execution of this Agreement by an authorized officer of any BROKER entity listed above solely for the convenience of signing a single document. CARRIER acknowledges and agrees that all transportation services CARRIER provides to an individual BROKER entity shall be subject to and governed by the terms and conditions of this Agreement, together with the specific load tender sheet or other load tendering mechanism (each a "load tender") and any applicable appendix to this Agreement, all of which will be construed and governed as if there were a separate written agreement between each BROKER entity and CARRIER. CARRIER further acknowledges and agrees that (a) its rights and remedies under this Agreement related to any given shipment shall be pursued only against the specific BROKER entity to whom the transportation services in question were provided, as evidenced by the applicable load tender; and (b) only the specific legal entity included in the definition of "BROKER" which actually tenders a shipment to CARRIER shall have any obligations under this Agreement or otherwise with respect to such shipment. None of the BROKER entities shall be considered a "motor carrier" for any purpose in connection with this Agreement. The term "Customers" in this Agreement means companies engaging BROKER directly to arrange transportation services as well as shippers, receivers and beneficial owners of cargo, third party logistics providers, transportation intermediaries, ocean carriers, warehouse or terminal operators, and others with an interest in the transportation services but with whom BROKER may not have a direct relationship.

1.2 Non-exclusive Agreement. This is a non-exclusive agreement. CARRIER is not obligated to accept any particular shipment and may transport shipments for others. BROKER is not obligated to use CARRIER's services, is not obligated to tender any particular volume of shipments, and does not guarantee that any specific lanes or volumes will be tendered to CARRIER.

1.3 Compliance with Laws; Responsibility for Representatives. CARRIER represents and warrants that at all times during this Agreement it (a) shall provide its services in accordance with all federal, state, provincial, territorial, and local laws, regulations, and ordinances (collectively, "Applicable Law"), including but not limited to Applicable Law related to transportation and storage of food or pharmaceutical grade products, hazardous materials or dangerous goods, compliance with all California Truck and Bus regulations that motor vehicle equipment operating to, from or within California, including those related to the California Air Resources Board, child labor, freedom of association, collective bargaining, nondiscrimination, work hours and overtime, health and safety, protection of the environment, emissions restrictions, and anti-corruption, anti-bribery; and anti-money laundering laws and regulations (e.g., the Foreign Corrupt Practices Act and the U.K. Bribery Act) and trade control laws and regulations on the import, export, re-export or transfer of goods, services, software, technology or technical data, including such laws or regulations that restrict access or use by unauthorized persons or entities (e.g., the Export Administration Act of 1979 and the Arms Export Control Act, the rules and regulations issued respectively thereunder, and comparable laws and regulations). Carrier further certifies that it will not pay or offer to pay bribes, kickbacks, illegal gratuities or similar payments, or offer or transmit anything of value, to any person, organization or government official to obtain or retain business or secure an improper advantage for itself or BROKER and that it will not use subcontractors or other third parties to evade or attempt to evade legal requirements applicable to the Vendor or any of the standards set forth herein. In connection with CARRIER's services under the Agreement, CARRIER certifies that it has reviewed BROKER and its related companies Codes of Business Ethics ("Code") available on BROKER's website (<http://investors.xpologistics.com/phoenix.zhtml?c=204615&p=irol-govhighlights>) and further agrees and warrants that it will comply with all terms of the Code or will comply with and enforce its own comparable standards and policies. Carrier agrees to comply with United States, European Union, and United Nations export control and trade sanctions laws and regulations ("Export Control and Trade Sanctions"), to include without limitation the following obligations: (i) CARRIER warrants that neither it nor its directors, officers, or subsidiaries are designated or sanctioned parties under Export Control and Trade Sanctions; (ii) CARRIER will not use any party designated or sanctioned under Export Control and Trade Sanctions to provide services for the Company; and (iii) CARRIER will comply with information and instructions provided by BROKER in connection with Export Control and Trade Sanctions. **CARRIER shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability;** (b) will be duly and legally qualified and registered under Applicable Law to perform the services; (c) will provide the transportation services contemplated herein as a contract motor carrier in interstate, intrastate, provincial and/or foreign commerce, (d) does not have a conditional, unsatisfactory or unfit safety rating issued by any regulatory authority with jurisdiction over CARRIER's operations, including the FMCSA; and (e) will be solely responsible for providing all CARRIER Representatives necessary to perform the requested transportation. "CARRIER Representatives" include but are not limited to drivers, dispatchers, lumpers, mechanics, other direct employees, independent owner operators, contractors, agents and other individuals or entities engaged, employed or contracted by Carrier in connection with its performance of transportation and related services.

1.4 No Sub-Brokering. CARRIER represents and warrants that, unless otherwise approved in advance by BROKER, CARRIER will transport every shipment tendered by BROKER under CARRIER's for-hire motor carrier operating authority and will not re-broker, co-broker, subcontract, interline, or transfer the transportation of shipments hereunder, or otherwise allow another entity to transport any shipment under such other entity's operating authority. If CARRIER breaches this provision, BROKER may, at BROKER's option and without prejudicing BROKER's other rights or remedies or CARRIER's liability to BROKER hereunder, do any of the following: (a) pay amounts it owes CARRIER directly to the delivering carrier, in lieu of payment to CARRIER; (b) withhold payment to CARRIER until it obtains confirmation that delivering carrier has received full payment for its services; and/or (c) retain any monies it owes CARRIER as liquidated damages. Whether or not BROKER has provided its prior written consent to CARRIER's use of a third party, CARRIER shall be fully liable for all obligations under this Agreement to the same extent that CARRIER would be liable if it performed the transportation and related services itself.

2. TERM AND TERMINATION

2.1 Term and Termination. This Agreement shall be effective for a period of one year from the date of execution and shall be automatically renewed for additional one (1) year periods unless cancelled by either party at any time upon thirty (30) days written notice to the other party or terminated in accordance with this Agreement.

2.2 BROKER's Right to Terminate for Certain Events. BROKER may additionally terminate this Agreement immediately upon written notice in any of the following events: (a) CARRIER loses its operating authority or otherwise becomes disqualified to perform its obligations under this Agreement; (b) CARRIER breaches any covenant, obligation, condition, or requirement imposed upon it by this Agreement and such breach continues for a period of ten (10) days after written notice thereof from BROKER to CARRIER, unless BROKER is required by its agreement with a Customer to terminate this Agreement earlier or continuation of such breach would reasonably cause BROKER material harm, in which case such ten (10) day period shall not apply; or (c) CARRIER becomes insolvent, is subject to bankruptcy proceedings or becomes unable to pay its debts in a timely manner.

2.3 Effect of Termination. Termination shall not affect CARRIER's obligations to deliver all shipments accepted from BROKER before the termination date. CARRIER's obligations to pay cargo claims, provide defense and indemnification, and comply with confidentiality and nonsolicitation restrictions and any other provision of this Agreement that by its nature or express terms should survive the termination this Agreement will continue in effect after termination of this Agreement.

3. DOCUMENTATION

3.1 **Bills of Lading.** CARRIER shall sign (including the printed name of the driver) a written receipt or bill of lading (a "BOL") for all shipments transported hereunder. Such BOL shall (a) detail the kind, quantity and condition of commodities received, CARRIER's name, and the name of the consignor, consignee or owner of the property transported, where applicable, (b) serve only as a receipt for the goods (and not as a contract of carriage nor evidence of title) and (c) be prima facie evidence of CARRIER's receipt of the shipment in good order and condition unless otherwise noted on the face of the BOL. CARRIER must ensure that CARRIER's name is clearly stated as the carrier of record on the BOL. CARRIER acknowledges that failure to do so may delay payment until any discrepancy is resolved to BROKER's satisfaction. Any incorrect identification of BROKER as a carrier under such BOL shall not affect BROKER's status as a property broker nor relieve CARRIER of any of its obligations hereunder. A BOL may also contain instructions pertaining to the transportation of the goods covered by the BOL, and CARRIER's issuance or acceptance of the BOL shall constitute its agreement to follow such instructions.

3.2 **No BOL or Tariff Terms Apply.** All shipments accepted for transportation by CARRIER, whether transported by CARRIER or by any permitted interlining carrier, shall be governed solely by this Agreement (including its appendices) and the load tender, and no provision of any other pre-printed publication or agreement, such as any receipt, bill of lading, CARRIER's tariffs or service guides, or the National Motor Freight Classification, shall apply.

4. PERFORMANCE OF SERVICES

4.1 **CARRIER's General Transportation Obligations.** CARRIER shall load, transport, deliver and unload all freight specified on each load tender in a timely, safe and secure manner and in accordance with this Agreement (including but not limited to applicable appendices) and the load tender. CARRIER will not accept any load tender from BROKER if transporting that shipment in accordance with the load tender would require CARRIER or any driver to violate Applicable Law, including but not limited to speed limits, safety rules, and federal hours-of-service rules. CARRIER will also comply with any carrier manual, procedure or policy distributed to CARRIER by one or more of the BROKER entities as such manual, procedure or policy is in effect at the time of the load tender by that BROKER entity.

4.2 **Important Notifications to BROKER.** CARRIER will promptly notify BROKER of any discrepancy or incident affecting transportation requested by BROKER, including (a) any inconsistency between the load tender and the BOL accompanying the physical shipment or the characteristics of the shipment itself, (b) a change in pick up or delivery time or address, including any expected or actual inability to meet the scheduled pick up or delivery appointment time; (c) an actual or suspected shortage, overage or damage of cargo; (d) a stolen load; (e) a hazardous load that was not dispatched as a hazardous load; (f) actual or suspected damage to equipment; (g) any actual or suspected seal breach; (h) any spill, discharge, contamination or other environmental accident; (i) any refusal by the consignee or any interchanging rail or air carrier to accept the shipment or "on-hand" cargo; (j) any property damage (including damage to any loading dock, forklift, equipment, buildings or other tangible property at rail or air terminals, the shipper's or consignee's premises or other locations) occurring in connection with the transportation services; (k) any injury (or death) to persons occurring in connection with the transportation services, whether at the shipper's or consignee's premises, rail or air terminals, or other locations; or (l) any actual or suspected failure to comply with the any instructions regarding temperature controlled shipments or any other condition that may render the shipment adulterated, contaminated, or unsafe. CARRIER's communications about the status of shipments must be truthful, prompt and reliable. BROKER reserves the right to assess charges per occurrence for CARRIER's failure to provide such notices, including but not limited to lying about the status of a shipment, repeated failure to respond to requests for information on shipment status, late deliveries without prior notice, and similar failures by the CARRIER that impact on-time deliveries or BROKER's ability to timely notify its Customer.

4.3 **Blocking and Bracing.** Unless the shipment is loaded and sealed by the consignor prior to arrival of the CARRIER Representative and the shipment documentation bears a "Shipper Load and Count," "SLC," or similar designation, CARRIER shall be responsible for ensuring that the cargo is properly blocked, braced and loaded for the intended mode of transportation, and will notify BROKER when CARRIER takes possession of cargo that is packaged in a manner that is visibly not adequate for normal transportation. With respect to loss or damage of sealed shipments caused by improper loading, in those instances where the shipment documentation indicates that the shipment was loaded and sealed by the consignor and where the consignor did in fact load and seal the shipment before arrival of the CARRIER Representative, CARRIER shall not be responsible for loss, damage, or delay caused solely by improper loading if the CARRIER was also free from negligence or other fault for such damage. Otherwise, CARRIER shall bear the burden of proving that the loss was caused solely by improper loading and shall bear the initial burden of proving that it was free from negligence.

4.4 **Responsibility for Delayed Shipments.** If CARRIER is unable to timely deliver a shipment, BROKER will have the right, but not the obligation, to provide alternative transportation to the late shipment or any required shipment of replacement goods, all at CARRIER's expense unless the delay was caused by force majeure conditions. CARRIER shall cooperate fully in the transfer of the shipment to a substitute carrier, but such transfer shall not release CARRIER's liability for such shipment as set forth herein. CARRIER will be responsible for any penalties or charges imposed by a Customer due to CARRIER's late pick-up or delivery or CARRIER's failure to meet the average on-time standard if BROKER has notified CARRIER of the Customer's penalties or charges for such events.

4.5 **Rejected Shipments.** If the consignee rejects a shipment that CARRIER has attempted to deliver, CARRIER shall immediately notify BROKER, and BROKER shall provide CARRIER with instructions respecting the disposition of such shipment. Unless specifically instructed by BROKER, CARRIER shall not place such shipment in a warehouse or storage facility nor dispose of or salvage the shipment. If CARRIER places such shipment into a warehouse or other storage contrary to, or in the absence of, BROKER's express instructions, CARRIER's liability shall continue to be that of a motor carrier and not that of a warehouseman.

4.6 **Return of Damaged Shipments.** CARRIER shall return all damaged shipments to the point of origin or to other points as instructed by BROKER for the purpose of inspection and mitigation of damages. CARRIER will bear the cost of the return where CARRIER is liable for the damage under the terms of this Agreement. Where the cost of transportation to such other points is materially higher than the return of shipments to the point of origin, BROKER and CARRIER may mutually agree on a reasonable charge for such transportation.

4.7 **Driving Directions.** Any driving directions provided by BROKER on any load tender are for informational purposes only and shall not be relied upon by CARRIER, provided however that CARRIER may be required to comply with Customer-specific routing restrictions to protect freight from damage, in which case CARRIER shall comply with such Customer-specific routing restrictions.

5. SPECIAL OPERATIONAL REQUIREMENTS FOR COMMODITIES AND CUSTOMERS

5.1 **Special Customer Requirements.** CARRIER acknowledges that BROKER or certain BROKER Customers may have special requirements, and shall therefore comply with any further Appendices hereto which may set out more specific service or operational requirements, including Appendices that may be added from time to time with the mutual written agreement of CARRIER and BROKER, as well as shipment specific instructions that may be communicated to CARRIER by BROKER or the Customer when requesting services from CARRIER. By accepting a shipment with respect to which BROKER or the Customer have communicated special handling instructions to CARRIER, CARRIER commits to abide by such instructions.

5.2 **Handling of Food, Cosmetics and Pharmaceutical Products.** Commodities to be transported by CARRIER under this Agreement may consist of commodities requiring special care and handling, including food or pharmaceutical products intended for human consumption or unprocessed commodities intended for processing into such food or pharmaceutical products. CARRIER represents and warrants that (a) all transportation and handling of food, pharmaceutical or related products by CARRIER shall be conducted in accordance with Applicable Law and shall be performed under conditions and using equipment that will protect against physical, chemical and microbial contamination and deterioration of such products, including but not limited to sanitation, temperature, and contamination requirements for transporting food, perishable, and other products pursuant to the Food Safety Modernization Act, the Sanitary Food Transportation Act of 2005 and the FDA's Final Rule pertaining to Sanitary Transportation of Human and Animal Food; (b) CARRIER will comply with all handling instructions communicated to CARRIER by BROKER or its Customer, as well as all applicable government guidelines regarding transportation and/or handling of food products and associated record-keeping requirements, (c) it has in place a food security program as required by the U.S. Food and Drug Administration's ("FDA"); and (d) CARRIER shall be responsible for all "Transportation Equipment" as defined in regulations of the FDA, all of which shall be dry, leakproof, and free of harmful or offensive odor and from any contamination or infestation and will not have otherwise been or will be used for the transportation of any commodity that might adulterate or contaminate food, food products or cosmetics. Such guidelines include, but are not limited to, the FDA's "Bulk Over-the-Road Food Tanker Transport Safety and Security Guidelines," and "Food Producers, Processors, and Transporters: Food Security Preventive Measures Guidance," and compliance with the USDA's "Guide for Security Practices in Transporting Agricultural and Food Commodities," and its "FSIS Safety and Security Guidelines for the Transportation and Distribution of Meat, Poultry, and Egg Products" guide. CARRIER acknowledges and confirms its duty to comply with the training and recordkeeping obligations imposed by 21 C.F.R. Part 1.900.

5.3 **Temperature Control Shipments.** Where CARRIER accepts the tender of a shipment specifying temperature control, CARRIER shall be solely responsible for (a) assuring that it has appropriate directions (e.g., the appropriate temperature setting) prior to departure, (b) complying with the instructions regarding such temperature controlled shipments (including, if requested, temperature monitoring and provision of in-transit temperature data), and (c) ensuring that the refrigeration units are fueled at all times. In the absence of more specific instructions regarding temperature monitoring provided by BROKER or its Customer, CARRIER shall ensure that ambient air temperature throughout the trailer is within

permissible temperature ranges at the time of loading and unloading. CARRIER shall not load any trailer that is not within appropriate temperature ranges, and shall not permit any departure from permissible temperature ranges on the bill of lading or other shipment documentation upon delivery. If goods are tendered to CARRIER and a reasonable person would understand that the goods require controlled temperature transportation, and CARRIER has not been provided instructions regarding controlled temperature goods, CARRIER shall request and obtain such instructions prior to loading the goods.

5.4 **Hazardous Materials.** Where CARRIER accepts the tender of cargo that is defined as hazardous material or dangerous goods under Applicable Law, CARRIER will maintain hazardous certification for all CARRIER Representatives who provide transportation services for such goods, will comply with all Applicable Laws and Customer instruction documentation for handling such goods, will have the insurance required by 49 C.F.R. 387.7 and 387.9 (or successor regulations thereto), and will use equipment that is suitable to transport such goods in a safe and efficient manner.

5.5 **In-Bond Shipments.** Where CARRIER accepts a shipment for transportation in-bond, CARRIER will be qualified to handle in-bond shipments, will inform BROKER of CARRIER's in-bond status and its in-bond number, and will be solely responsible for compliance with any obligation imposed by any governmental authority with respect to such in-bond transportation.

6. SAFETY AND SECURITY

6.1 **Safety Ratings.** CARRIER will monitor and seek continuously to improve its Behavior, Analysis and Safety Improvement Categories ("BASICS") ratings and other safety scores issued by a governmental agency and, upon request, will provide BROKER with a corrective action plan to address any safety or safety rating issues. Upon receiving a conditional or unsatisfactory safety rating or otherwise being prohibited by Applicable Law from performing services hereunder, CARRIER shall immediately notify BROKER of such fact and cease performing transportation services hereunder.

6.2 **General Security Procedures.** CARRIER shall: (a) conduct an inspection of all empty containers/trailers prior to loading, (b) reject any equipment that is not in apparent good condition to safely transport the cargo, (c) document all inspections, (d) track driver movements throughout transportation, (e) establish access controls to all transported cargo, (f) implement effective screening, monitoring and training processes for all CARRIER Representatives who handle cargo hereunder, and (g) maintain adequate security and loss prevention procedures to prevent loss or damage to cargo.

6.3 **Unattended Trailers/Containers.** CARRIER shall not leave a trailer/container unattended unless the trailer/container is left in a secured and locked facility with proper kingpin locks affixed with the tractor cab locked and, to the extent possible, the trailer/container backed against a wall or pole to prevent the doors from being opened.

6.4 **Customer and Broker Rules.** CARRIER will comply with any reasonable security procedures adopted by Customer or BROKER at its Customer's request or otherwise. When on the premises of the shipper or receiver of freight, CARRIER will comply with the posted safety, security and other rules for the premises.

6.5 **Seal Documentation.** Where the container or trailer is tendered with a seal on the container or trailer, CARRIER shall verify that the seal number is accurately recorded on the BOL at the time of load pickup, ensure that the seal on the load remains intact from the time of pickup and loading until the cargo is delivered, and will require the seal number to be noted on the signed proof of delivery. If the shipment routing involves multiple stops, CARRIER will have the shipper or consignee verify that the seal is intact before opening the container or trailer, apply a new seal after each stop, and record each of the seal numbers accurately on the shipment documentation at each stop.

6.6 **Inspections and Investigations.** CARRIER will allow BROKER or its Customers to inspect, during normal working hours, CARRIER's facilities, records, and equipment to verify security procedures, and will, upon BROKER's request, provide incident reports, training records and other documentation showing its compliance with security and training procedures and otherwise cooperate in any investigations and inspections.

7. CARRIER EQUIPMENT AND PERSONNEL

7.1 **Equipment Maintenance and Inspection.** CARRIER shall be solely responsible for supplying, transporting and maintaining all equipment necessary to carry out its obligations under this Agreement. Such equipment shall be in good, safe and efficient operating condition (which includes providing equipment that is secure, clean, sanitary, dry, leak-proof, free from infestation, contamination, defects, odors, false walls or hidden compartments, and that has not previously been used to haul poison, refuse, garbage, trash, or waste products), in compliance with Applicable Law, shall be suitable and properly configured to safely load, transport, and unload the shipments specified on each load tender (including any special requirements related thereto), and any power unit used by CARRIER shall be registered, licensed, insured and identified under CARRIER's own name and USDOT number. If the equipment is found to be deficient by anyone (e.g., BROKER, Customer, consignor, etc.) CARRIER will immediately cease using such equipment for transportation hereunder and to replace it with compliant equipment.

7.2 **Legal Operation over Roads.** CARRIER shall ensure that any vehicle used in the provision of services hereunder can at all times, regardless of weight, commodity or dimension, be operated over any road, highway, bridge or route in compliance with Applicable Law and will be solely responsible for any fines or citations resulting from operating a vehicle in violation of any Applicable Law.

7.3 **Carrier Representatives.** All CARRIER Representatives shall (a) be fully trained at CARRIER's expense to operate the equipment; (b) have been screened by a criminal background check; (c) if employed in the United States, be legally eligible to perform services as an employee in the United States as properly documented by CARRIER under applicable immigration laws and regulations, (d) have satisfactorily completed the necessary substance abuse testing procedures required under applicable Law, and (e) conduct themselves courteously and professionally in performing their services.

7.4 **Compliance with Codes of Conduct.** CARRIER will maintain policies requiring ethical conduct by CARRIER Representatives. CARRIER will comply with BROKER's Vendor Code of Conduct as in effect from time to time and posted on its website and any Customer Code of Conduct provided to CARRIER. CARRIER will not use forced, bonded, prison, military or compulsory labor, physically abuse employees, or engage in human trafficking.

8. INVOICING AND PAYMENT

8.1 **No Claims Against Customers.** CARRIER acknowledges and agrees that CARRIER shall have no right or claim against BROKER's Customer, a consignor, consignee, or any other party other than the specific BROKER entity identified on the applicable load tender or within the BROKER system for freight charges or for any other charges due CARRIER for services provided hereunder. CARRIER shall not under any circumstances seek payment from any person other than such BROKER entity nor contact BROKER's Customer, consignor, or consignee of the cargo for any reason without BROKER's express prior written consent, which may be withheld in BROKER's sole discretion. CARRIER hereby designates BROKER as its agent for the sole and exclusive purpose of invoicing the responsible parties for any and all of CARRIER's freight or other charges. As used herein, "BROKER system" refers to the web-based or other electronic system used by XNLM, XIS or Stacktrain from time to time for dispatching, paying and otherwise interfacing with carriers.

8.2 **Freight Charges.** All freight charges, including accessorial services and fuel surcharges, shall be as set forth either (a) on the specific load tender, (b) by the finalized cost in the BROKER system, or (c) as otherwise specifically agreed to in writing by BROKER and CARRIER by entering into an Appendix B to this Agreement. One or more Appendix Bs may be added to this Agreement or modified by the parties from time to time, in either case upon mutual agreement of the parties. Such additions or modifications may be applicable to all services or to specific BROKER Customers. Freight charges set forth on specific load tender or in the BROKER system or in Appendix B shall constitute the total compensation for everything furnished or performed by CARRIER in connection with this Agreement, including accessorial services and fuel surcharges. Unless CARRIER makes written email or fax objections to the terms of a load tender or amount in the BROKER system before the earlier of CARRIER's acceptance of cargo covered by the load tender, or the expiration of twenty-four (24) hours after CARRIER's receipt of the load tender, CARRIER will be deemed to have agreed to such terms.

8.3 **Procedures for Accessorial Charges.** BROKER shall be notified of all additional/accessorial charges in excess of and/or in addition to the agreed rate within twenty-four (24) hours of delivery in order for CARRIER to be paid. Unless the load is handled through a BROKER system, BROKER shall confirm all accepted changes related to such excess or additional accessorial charges with a replacement load tender. Unless otherwise agreed by the parties in writing, failure by CARRIER to provide notification within twenty-four (24) hours and supporting documentation within forty eight (48) hours may result in the failure of BROKER to collect for such charges from its Customer; therefore, payment of any such accessorial charges or additional charges not timely submitted to CARRIER shall be subject to the sole discretion of BROKER, and in any event, BROKER will only remit payment of such fees or charges if paid by the Customer. Where CARRIER performs services under this Agreement for XNLM and is tendered freight through the XNLM system, the rate in the XNLM system including the accessorials will be the final rate paid.

8.4 **Prompt Invoicing Required; Waiver of Late Invoices.** CARRIER will promptly invoice, in accordance with BROKER's specific invoicing instructions, the specific BROKER entity identified on the applicable load tender for all applicable freight and accessorial charges, and in all cases within sixty (60) days of such charges being incurred, or of the date of the delivery of the applicable shipment, whichever is earlier. Any invoices presented after such sixty (60) day period will not be accepted or paid, and CARRIER will be deemed to have waived its right to payment for the shipments detailed on such invoices.

8.5 Payment Terms; Required Documentation. For all BROKER entities other than XNLM, BROKER agrees to pay CARRIER for services rendered under this Agreement within thirty (30) days (or forty (40) days in the case of XIS and Stacktrain) of receipt by BROKER of CARRIER's invoice and proper documentation covering such transportation. CARRIER must provide BROKER with copies of shipping documents, including imaged or original signed delivery receipts, as a condition for payment of CARRIER's invoices. Unless otherwise stated on the specific load tender, all delivery receipts and supporting receipts for accessorial charges (including but not limited to scale tickets, driver loading or unloading receipts, lumper receipts and demurrage time documentation) must be submitted to BROKER through BROKER's system or other BROKER-specified format within forty-eight (48) hours of occurrence. CARRIER waives its right to collect accessorial charges if it fails to provide supporting receipts for such charges within such time limit. BROKER will not be liable to CARRIER for any interest or late payment penalties except as expressly agreed in writing by BROKER. Where CARRIER performs services under this Agreement for XNLM or is tendered freight through the XNLM system, CARRIER shall not be paid until XNLM's Customer pays BROKER for the transportation of such freight.

8.6 Deadline for Overcharge and Undercharge Claims. The time limit for filing overcharge and undercharge claims shall be one hundred and eighty (180) days. All overcharge claims and duplicate payments subject to United States jurisdiction shall be handled and processed by CARRIER in accordance with 49 C.F.R. § 378. No legal action may be brought by CARRIER relating to undercharges or invoice disputes unless brought within eighteen (18) months after the delivery date of such shipment.

8.7 No Trust Accounts or Trust Obligations. CARRIER hereby waives any requirement under Applicable Law for BROKER to maintain a trust account or be subject to any trust obligations in respect of any amounts owed to CARRIER, and acknowledges that BROKER will not maintain such a trust account, or otherwise hold CARRIER's funds in a trust for CARRIER's benefit.

8.8 Assignment of Rights to Collect Freight Charges. CARRIER hereby assigns to BROKER all its rights to collect freight charges from any party in relation to services provided by CARRIER upon receipt by CARRIER of payment from BROKER. CARRIER further agrees to execute such further documentation as may be reasonably required to facilitate BROKER's collection of such freight charges.

8.9 Waiver of Liens. CARRIER agrees not to assert, and hereby waives, any lien that it might have on any shipment transported hereunder and not to delay delivery of any shipment for payment or other disputes. If, notwithstanding this waiver, CARRIER, its successor, assignee, anyone purporting to act on its behalf, or any third-party to which CARRIER tenders cargo hereunder should attempt to assert any such lien or to delay any shipment due to a payment dispute or otherwise, CARRIER shall reimburse BROKER or BROKER's Customer for its costs, including reasonable attorneys' fees, in obtaining release of the lien and/or the delayed shipment.

8.10 Audits and Investigations. BROKER shall have the right, prior to tendering any shipments and thereafter while this Agreement is in effect, to make any investigations (including audits of CARRIER's records and facilities) that it deems reasonably necessary to determine CARRIER's solvency, and performance of, and ability to perform, the services hereunder in accordance with the standards herein, including making inquiries into CARRIER's credit and financial records and history, and to verify CARRIER's compliance with this Agreement.

9. INSURANCE

9.1 Insurance Policies. CARRIER shall procure and maintain in force, at its own expense, throughout the term of this Agreement, all health, workers' compensation, cargo and liability insurance to at least the minimum limits required by Applicable Law and industry standards in locations where CARRIER provides transportation services. CARRIER additionally agrees to maintain the following insurance coverage:

- (a) Commercial General Liability insurance in an amount of \$1,000,000 USD per occurrence (or the Canadian equivalent);
- (b) Automobile Liability Insurance in amounts not less than \$1,000,000 USD (or the Canadian equivalent) per accident or in accordance with the requirements of 49 C.F.R. Part 387 (whichever requirement is greater), such insurance shall include MCS-90 endorsement and broadened pollution liability coverage endorsement;
- (c) Broad Form Cargo Liability Insurance in an amount not less than \$250,000 USD per occurrence if CARRIER performs any transportation of intermodal containers having a prior or subsequent move via water or rail, and \$100,000 USD per occurrence (or the Canadian equivalent) for all other carriers to compensate the parties named on the BOL for loss or damage to property transported by CARRIER; provided further, that where CARRIER is providing or using equipment designed for temperature controlled services, such insurance shall contain an endorsement insuring against the mechanical breakdown of such refrigerated, heated, or other temperature controlled equipment, and against driver error, including lack of funds; such insurance shall include no exclusions likely to result in denial of coverage for shipments handled under this Agreement, including, but not limited to, exclusions for electronics, foodstuffs, perishable commodities, reefer malfunction, lack of reefer fuel, or failure to set or maintain the appropriate temperature;
- (d) Employer's Liability coverage with limits of not less than \$500,000 USD (or the Canadian equivalent);
- (e) Workers' Compensation insurance coverage in accordance with statutory limits; and
- (f) If CARRIER is transporting intermodal containers and/or chassis, all risk insurance covering property damage to interchanged or leased containers, chassis and trailers in an amount not less than \$20,000 USD per intermodal container and chassis or trailer and \$40,000 USD for temperature controlled equipment.

9.2 Additional Insurance Requirements. CARRIER warrants that the cargo liability insurance policy maintained by CARRIER covers all CARRIER Representatives and all equipment used in performing the transportation services, does not exclude coverage for negligence, infidelity, fraud, dishonesty or criminal acts of CARRIER, its employees, agents, officers or directors ("Employee Dishonesty"), and has no limits of liability or any exclusions on the insurance policy or in any CARRIER tariff for: (a) less than the insured amount or full actual value of the goods, whichever is higher, (b) commodities and terms and conditions shown on the load tender specific to the shipment or series of shipments, or (c) for a particular radius of operation. If CARRIER's cargo policy excludes coverage for Employee Dishonesty, CARRIER shall obtain and maintain a separate crime insurance policy to ensure similar coverage.

9.3 Self-Insurance and Insurance Provider Requirements. Where CARRIER is self-insured, CARRIER will provide written proof to BROKER of the approval of the U.S. DOT (or any successor agency) of such self-insurance, both as of the effective date of this Agreement and upon BROKER's request from time to time. All insurance policies required by this Agreement shall be issued by insurance companies with an AM Best rating of A-VIII or greater, and shall, as applicable, be primary. CARRIER shall furnish to BROKER written certificates obtained from the insurance carrier showing that such insurance has been procured, is being properly maintained, the expiration date, and specifying that written notice of cancellation of the policies shall be given to BROKER at least thirty (30) days prior to such cancellation (with a 10 day notice of cancellation for non-payment of premium). In addition, BROKER shall be named as an additional insured on CARRIER's general liability and automobile liability, and as a loss payee on the cargo liability policy as evidenced by an endorsement on the certificates of insurance. Upon request of BROKER or its designated insurance consultant, CARRIER shall provide BROKER, BROKER's consultant, or Customer with copies of the applicable insurance policies.

9.4 No Modification of Carrier Liability. BROKER does not represent that the types or minimum limits of the insurance set forth herein are adequate to protect CARRIER's interests, and CARRIER agrees that (a) the insurance limit amounts do not limit CARRIER's liabilities under this Agreement, and (b) the insurance required under this Section 9 is independent from all other obligations of CARRIER under this Agreement, including but not limited to, all indemnification provisions, and will apply whether or not required by any other provision of this Agreement and regardless of the enforceability of any other provision in this Agreement. Nothing in this Agreement or in the conduct of the parties, including the fact that BROKER requires or does not require, or CARRIER fails to maintain certain classes or types of insurance, or BROKER fails to object to any lack of or deficiencies in the coverage or the certificate of insurance, will waive BROKER's right to indemnification or insurance hereunder, bar any claim by BROKER for indemnity, or modify CARRIER's obligation to secure the coverage required under this Agreement or Applicable Law.

10. INDEMNITY

10.1 CARRIER's Indemnification Obligations. CARRIER shall be liable for, and shall defend, indemnify and hold harmless BROKER, its Customer, its shipper, consignee or owner of property, and all officers, members, directors, employees, stockholders, partners, affiliates and agents thereof (collectively the "Indemnified Parties" as intended third party beneficiaries) from and against, all claims, demands, costs, damages (including special, indirect or consequential damages), losses, liabilities (including reasonable attorneys', accountants', and experts' fees and disbursements and other costs of defense, investigation and settlement, costs of containment, cleanup and remediation of spills, releases or other environmental contamination, and costs of enforcement of indemnity obligations), judgments, penalties, fines and other amounts (collectively "Claims") relating to or arising out of: (a) injury to persons (including injury resulting in death) and damage to property arising out of or in connection with the transportation services performed by CARRIER hereunder, or by any third parties or CARRIER Representatives performing services directly or indirectly on CARRIER's behalf hereunder, (b) CARRIER's performance or non-performance of any of its obligations under this Agreement, including without limitation any acts or omissions related to the loading, unloading, handling, transportation, possession or custody of cargo shipped hereunder, (c) CARRIER's breach of this Agreement or any warranty or representation herein, (d) negligence or misconduct of CARRIER or any CARRIER Representative, (e) any claim (including by governmental authorities) that CARRIER or any CARRIER Representative is an employee of BROKER, or (f) breach by CARRIER or any CARRIER Representative of Applicable Law. CARRIER shall not be obligated to indemnify an Indemnified Party to the limited extent that the Claim directly results from the negligence or willful misconduct of such Indemnified Party.

10.2 **Effect of Allegations of Indemnifying Party's Negligence on CARRIER's Obligations.** If a Claim is made against an Indemnified Party alleging that the negligent or intentional actions or inactions of the Indemnified Party were the sole or a contributing cause of the event giving rise to the Claim, CARRIER shall defend the Indemnified Party, without limitation until such time as a final adjudication or settlement has been reached. If the Claim against the Indemnified Party is reduced to a judgment, award or settlement wherein it has been determined (by a court of competent jurisdiction or in arbitration) or agreed upon by the Indemnified Party by way of settlement, that, on a comparative basis, the Indemnified Party's negligence or wilful misconduct was a cause of the event giving rise to the Claim, CARRIER shall not be obligated to indemnify the Indemnified Party to the extent (on a comparative basis) of such determination, it being understood, for the purposes of this exception to CARRIER's indemnification obligation, that "BROKER's negligence" will not include BROKER's negligent hiring or negligent entrustment in engaging CARRIER to perform the transportation giving rise to the Claim. For instance, by way of example and clarification, if the total award for a Claim is \$100,000 and BROKER's negligence is determined to have caused 20% of the event giving rise to the Claim, then CARRIER would be responsible for only \$80,000 of the Claim.

10.3 **Indemnification Claim Procedures.** CARRIER will assume the defense of Claims by sending notice of assumption to the Indemnified Party and BROKER and by assuming the defense, acknowledges the duty to indemnify in accordance with the provisions above. Promptly after sending such notice, CARRIER will retain independent and competent legal counsel acceptable to the Indemnified Party. If any Indemnified Party determines that there may be a conflict between its position and that of CARRIER in connection with the defense of a Claim or that there may be defenses available that differ from or are in addition to those available to CARRIER, then, at the expense of CARRIER, counsel for the Indemnified Party will be entitled to conduct a defense to the extent the Indemnified Party determines is necessary to protect its interests. CARRIER, in the defense of any Claim will not, except with the Indemnified Party's express written permission, consent to the entry of any judgment or enter into any settlement that does not include as an unconditional term the giving by the claimant or plaintiff to the Indemnified Party a release from all liability with respect to the Claim. The Indemnified Party will have the right at all times to accept or reject, subject to a reasonableness standard, any offer to settle a Claim.

11. CLAIMS FOR LOSS OR DAMAGE TO TRANSPORTED GOODS

11.1 **Common Carrier Liability for Cargo Loss and Damage.** Notwithstanding that CARRIER may have or hold an authorization or permit to operate as a contract carrier, CARRIER hereby agrees to assume the liability of a common carrier for full actual loss or damage to goods transported hereunder regardless of whether otherwise applicable law may limit, or allow CARRIER to limit, its liability to a lesser amount.

11.2 **CARRIER's Direct Liability to Owner.** CARRIER acknowledges that, with respect to all matters relating to loss, damage or delay claims, CARRIER is directly liable to the consignor, consignee or owner of the goods. BROKER's sole obligation in relation to such claims is to attempt to facilitate a settlement between CARRIER and the consignor, consignee or owner of the goods.

11.3 **Duration and Calculation of Liability.** Liability for goods transported hereunder shall exist from the time of the receipt of the goods by CARRIER until proper delivery has been made in accordance with this Agreement. Liability shall be for the full value of the lost or damaged goods, being the greater of: (a) full replacement cost of the lost or damaged item(s) (including the manufactured cost of, and reasonable profit on, such item, and all freight charges related thereto), (b) for goods sold to a customer, the invoice price to the customer, or (c) for goods not sold to a customer, the destination market value of the goods. CARRIER shall be liable for cargo loss and damage in accordance with the provisions of 49 U.S.C. §14706 ("Carmack Amendment") and 49 C.F.R. Part 370 (claim regulations) shall be applicable, (even if the shipment is not specifically regulated), including the limitations on defenses contained therein; provided, however, that in no event may CARRIER salvage or dispose of any damaged or refused goods without BROKER's prior written consent or owner of such goods, which permission may be withheld in the sole discretion of BROKER or its Customer, and CARRIER hereby waives all claims for damage arising from BROKER's or its Customer's refusal to grant permission.

11.4 **Rejection of Shipments.** Federal law prohibits sale of food, pharmaceutical, cosmetic or other products when the product may have been contaminated, rendered injurious to health or tampered with. Thus, CARRIER further agrees to the following provisions with respect to liability and damages to shipments covered by this Agreement:

- (a) The typical burden of proof imposed by the Carmack Amendment shall not apply and instead BROKER or the Customer, in their sole discretion, may determine that the shipment may have been rendered injurious to health and may reject the entire shipment or any portion thereof in the following circumstances: (i) If any such shipment is sealed or is required to be sealed at origin and the underlying shipment documentation includes a seal number, and such shipment arrives at destination with a broken seal and/or with evidence of tampering (including mismatched seal numbers) suggesting the shipment was accessed by unauthorized persons or otherwise subjected to contamination, infestation, or other sources with the potential to render the shipment injurious to health, regardless of whether the shipment documentation includes "Shipper Load and Count", "SLC" or other similar designation; (ii) where there is evidence that a shipment was subjected to inappropriate temperature; or (iii) if there is evidence that CARRIER otherwise failed to comply with shipment handling instructions communicated to CARRIER by BROKER or its Customer.
- (b) The foregoing subsection shall not apply to those situations where the original seal was broken by customs or law enforcement personnel or at the written instruction of the BROKER if, after the initial seal is broken, a new seal is applied by such governmental personnel, its number is noted on the shipment documentation and the shipment is delivered with the new seal intact and there is no additional evidence with respect to the shipment which would allow BROKER to invoke the foregoing subsection.

11.5 **Concealed Loss or Damage.** Claims based on a concealed loss or damage reported to CARRIER within fifteen (15) days of the date of delivery shall be treated by CARRIER as though an exception notation had been made on the delivery receipt at the time of delivery.

11.6 **Deadlines for Claims.** The time limit for filing a claim against CARRIER shall be nine (9) months from date of delivery, or in the case of CARRIER's failure to make delivery, within nine (9) months after a reasonable time for delivery has elapsed. Mailing the claim or electronically transmitting (including by e-mail or fax) the claim in accordance with the notice provisions of this Agreement within the nine (9) month time limit will satisfy the time limit. CARRIER hereby expressly waives any requirement for BROKER or claimant to give notice in writing to CARRIER of any loss, damage or delay to any shipment within a time period that is shorter than the nine (9) month period stated above. CARRIER agrees and covenants that it will not raise as a defense to any claim asserted by BROKER or claimant the failure on the part of BROKER or claimant to give prior notice in writing of a claim. The time limit for filing a lawsuit against CARRIER shall be not less than two (2) years and 1 day from date of receipt of CARRIER's denial of all or part of any cargo loss or damage claim.

11.7 **Offset Rights.** BROKER shall have the right to offset from freight or other charges by CARRIER the amount of any actual or potential Claims, including but not limited Claims for loss or damage to transported goods, provided such Claims are reasonably substantiated or anticipated. Any such offset is fully authorized by CARRIER.

12. COMMUNICATION

12.1 **Compliance with Electronic Communication and Other Procedures.** CARRIER will, at CARRIER's expense, comply with all electronic communication procedures used by BROKER from time to time, including those related to load tender, load acceptance/rejection and confirmation, status updates, accessorial notices/pre-approval, submission of required documentation, and invoicing. BROKER may require CARRIER to use email, facsimile, EDI, web and other electronic solutions. CARRIER will be solely responsible for funding any electronic technology and systems to enable its organization to comply with such procedures.

12.2 **Monitoring of Communications.** BROKER may monitor and/or record telephone communications between its employees, its Customers, and motor carriers, including CARRIER, for the purposes of quality assurance. CARRIER acknowledges that it has been informed of this policy, and consents to the monitoring and/or recording of all of CARRIER's telephone communications with BROKER.

13. CONFIDENTIALITY

13.1 **Confidentiality Obligations.** CARRIER acknowledges that in carrying out this Agreement, it will learn information about BROKER and its business, including BROKER's rates, finances, and personnel; equipment specifications and supply; BROKER's Customers, their traffic volumes, origins and destinations, commodity types, personnel and practices; the types of services BROKER provides for its Customers; BROKER's computer systems, operations and programs; and other data that is proprietary to or held in confidence by BROKER or its Customer(s) (collectively, whether written, oral or computerized, the "Information"). CARRIER will (a) hold the Information in confidence, (b) not disclose the

Information to a third party without BROKER's written consent except (1) to the extent required by a governmental agency, under a court order or as otherwise required by Applicable Law, provided that CARRIER has notified BROKER of such governmental or court action or legal requirement prior to disclosing the Information; (2) to a parent, subsidiary or affiliate company; or (3) as necessary to perform the transportation services; (c) restrict disclosure to those CARRIER Representatives with a need to know and bind such persons to these confidentiality restrictions, and (d) not to use the provisions of this Agreement or the Information to BROKER's competitive detriment or for any purpose except as contemplated by this Agreement. This Section 13.1 will not prohibit or limit CARRIER's use of information (i) previously known to it and not subject to any confidentiality restrictions, (ii) acquired by it from a third party which is not, to CARRIER's knowledge, under an obligation not to disclose such Information, or (iii) which is or becomes publicly available without breach by CARRIER of these confidentiality obligations.

13.2 **Consent Required for Use of BROKER's Name in Advertising.** CARRIER shall not utilize BROKER's or Customer's name or identity in any advertising or promotional communications without BROKER's or Customer's prior written consent.

14. NON-SOLICITATION

CARRIER will not accept traffic, either directly or indirectly, from any shipper, broker, logistics provider, consignor, consignee or Customer of BROKER where: (1) the availability of such traffic first became known to CARRIER as a result of BROKER's efforts; or (2) the traffic of the shipper, broker, logistics provider, consignor, consignee or Customer of BROKER was first tendered to CARRIER by BROKER. If CARRIER breaches this Agreement and moves shipments obtained from such parties during the term of this Agreement or for twelve (12) months thereafter without utilizing the services of BROKER, CARRIER shall be obligated to pay BROKER, for a period of fifteen (15) months thereafter, commissions in the amount of thirty-five percent (35%) of the transportation revenue resulting from traffic transported in violation of this provision, and CARRIER shall provide BROKER with all documentation requested by BROKER to verify such transportation revenue.

15. GENERAL

15.1 **Entire Agreement.** This Agreement (including applicable Appendices) and the applicable load tender constitute the entire agreement between the parties and supersede all previous agreements and understandings relating to the subject matter hereof. Except as expressly provided herein, this Agreement may not be altered, amended, or modified except by a written instrument signed by the duly authorized representatives of both parties.

15.2 **Independent Contractor Relationship.** The relationship of CARRIER to BROKER shall, at all times, be that of an independent contractor. None of the terms of this Agreement nor 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. CARRIER will not represent to any party that it is anything other than an independent contractor in its relationship to BROKER. CARRIER shall have exclusive supervision and control over the operations of CARRIER Representatives as well as all vehicles and equipment used to perform its transportation services hereunder. CARRIER is responsible for the acts and omissions of any of the CARRIER Representatives. BROKER will not be considered the employer of such persons for any purpose. CARRIER will be solely responsible for paying such persons for services or materials and for withholding or paying any taxes or other amounts from compensation of CARRIER's employees. No CARRIER Representative will have any right of recovery against BROKER or its Customers.

15.3 **No Assignment by Carrier.** CARRIER shall not assign or transfer this Agreement without BROKER's prior written consent, which consent will not be unreasonably withheld, conditioned or delayed. This Agreement shall be binding upon the parties hereto and their respective lawful successors and permitted assigns. Each of the Indemnified Parties is an intended third party beneficiary of this Agreement and will have direct recourse against CARRIER for cargo loss or damage and indemnification under this Agreement.

15.4 **Waivers.** No waiver by either party of a breach or omission by the other party shall be binding on the waiving party unless it is expressly made in writing and signed by the waiving party. Any waiver by a party of a particular breach or omission by the other party shall not impair the rights of the waiving party in respect of any subsequent breach or omission of the same or different kind. Any party's delay or failure to enforce strictly any provision of this Agreement will not be construed as a waiver of or as excusing the other party from performing its obligations in accordance with this Agreement.

15.5 **Cumulative Remedies; Equitable Remedies.** CARRIER acknowledges that immediate and irreparable damage could be caused to BROKER as the result of a breach by CARRIER, or threatened breach, of the "nonsolicitation," "confidentiality" and "waiver of liens" provisions of this Agreement, and accordingly, CARRIER specifically agrees that BROKER may enforce such provisions by an injunction, restraining order, or other equitable relief, and BROKER shall not be required to post a bond or prove that monetary damages are inadequate to obtain such relief. If BROKER is required to engage legal counsel or initiate legal proceedings to enforce any of the provisions of this Agreement, CARRIER shall be liable for all reasonable attorneys' fees and costs incurred in connection therewith. All rights and remedies under this Agreement will be cumulative, and a party's pursuit of any such right or remedy will not preclude such party from pursuing any other available right or remedy.

15.6 **Severability.** If any one or more of the provisions of this Agreement is for any reason held to be invalid, illegal, or unenforceable, any such provision shall be construed, to the extent possible, to be valid, legal and enforceable, and where not possible, shall be severable from this Agreement, in which event this Agreement shall be construed as if such provision had never been contained herein.

15.7 **Notices.** Any notices to be given under this Agreement shall be in writing and shall be delivered by hand or sent by registered mail, courier, or facsimile addressed to the parties at their respective addresses appearing in this Agreement in Appendix C or completed in CARRIER's online application (and in the case of a notice to BROKER, with a copy to Carrier Compliance Manager and VP Compliance and Commercial Risk) or to such other address as one party advises the other party in writing. Any such notices shall be deemed to have been received by the party to whom they were addressed upon actual delivery if by hand, registered mail, or courier, or if by facsimile, upon confirmation by the party to whom they were addressed. Notices may also be sent by electronic mail in situations where this Agreement expressly specifies that electronic mail notices may be given; electronic mail notices shall be deemed to have been received by the party to whom they were addressed upon confirmation by electronic mail delivery receipt obtained through the applicable electronic mail program. CARRIER agrees that correspondence regarding load tender sheets or on issues affecting shipments may be conducted by facsimile or email.

15.8 **Governing Law; Venue; Waiver of Jury Trial.** Where CARRIER is a U.S. legal entity, the parties acknowledge that U.S. federal law will govern the cargo liability of motor carriers operating in interstate commerce. This Agreement will be construed, to the extent not preempted by applicable federal law, under the laws of the State of Ohio, without giving effect to any choice or conflict of law rules. Pursuant to 49 USC 14101, CARRIER expressly waives all rights and remedies under Title 49 USC Subtitle IV Part B to the extent they conflict with this Agreement; provided however, that nothing herein shall waive the applicability of 49 USC 14704 (a) (2) and (e) to CARRIER's provision of services hereunder. All lawsuits between CARRIER and BROKER shall be brought exclusively in the State of Ohio; provided, however, (a) actions for recovery of cargo loss and damage claims may be commenced (at the option of BROKER or claimant) in such other jurisdiction and venue as may be authorized under 49 U.S.C. § 14706, and (b) actions brought by third parties requiring CARRIER's indemnification under this Agreement may be adjudicated in the courts where the third party claim is filed. CARRIER consents to the jurisdiction and venue of any court adjudicating the dispute in accordance with the foregoing sentence. **BROKER AND CARRIER WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION BROUGHT TO ENFORCE OR DEFEND ANY RIGHTS OR REMEDIES UNDER THIS AGREEMENT.**

15.9 **Counterpart Execution.** This Agreement may be executed in counterparts, each of which when executed by either of the parties and delivered by any means (including facsimile, shall be deemed to be an original and such counterparts shall together constitute one and the same Agreement.

15.10 **Force Majeure.** If either party is precluded from complying with any provision of this Agreement by a condition beyond such party's reasonable control, including fire or explosions; acts of God, including floods, hurricanes, tornadoes, earthquakes, unusually severe weather and natural disasters; war, insurrection or riots; acts of the public enemy; acts of governmental authority; embargo; epidemics or quarantine restrictions, such compliance will be suspended during the period affected by such condition; provided all other sections of this Agreement remain in full force and effect and further provided the party claiming force majeure (a) promptly (within 3 days) notifies the other party of the event of force majeure, (b) takes all reasonable steps to reduce the impact of the force majeure event, and (c) promptly recommences performance after the force majeure event has ended.

15.11 **English Language Only.** The parties hereto confirm that it is their express wish that this Agreement and all documents hereto be drafted in English only. Les parties aux présentes confirment qu'elles ont exigé que la présente convention de même que tous les documents s'y rattachant soient rédigés en anglais seulement.

15.12 **Electronic Signatures.** BROKER and CARRIER may enter into this Agreement through a web-based contracting system. When BROKER and CARRIER use such a system, BROKER and CARRIER agree that they are entering into this Agreement through web-based electronic signatures instead of signing such documents with written ink signatures on paper. By its representative's clicking to check the box used in such a system, CARRIER acknowledges and agrees that: (1) CARRIER intends to and has formed a legally binding Agreement between CARRIER and BROKER tendering a shipment for Transportation Services equivalent to a manually signed, written agreement; (2) CARRIER has read and agrees to the terms and conditions of this Agreement, including all Appendices and other rules and agreements referenced in such Appendices, and the other documents displayed on this carrier website; (3) it has received a copy of this Agreement by its representative's viewing of this web page; and (4) it will not contest, in any judicial or other dispute resolution forum involving the parties, the admissibility, validity, or enforceability of this Agreement or any other document because of the fact that such document was originated, transmitted, stored, or handled in electronic form. CARRIER further agrees that no certification authority or other third party verification is necessary for its electronic signatures to be valid and that the lack of such certification or verification will not in any way affect the enforceability of its electronic signature or this Agreement between CARRIER and BROKER are entering into this Agreement through web-based electronic signatures instead of signing such documents with written ink signatures on paper.

BROKER: _____	CARRIER: _____
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
	Company Name: _____
	Address: _____
	City/State/Zip: _____
	Phone: _____
	Fax: _____
	Federal ID#: _____
	US DOT# _____ MC# _____
	Email Address: _____

APPENDIX A

CARRIER'S REGISTRATION

See attached.

APPENDIX B

RATE SCHEDULE, RULES AND ACCESSORIAL CHARGES

APPENDIX C

NOTICES

APPENDIX D

SPECIFIC OPERATIONAL REQUIREMENTS



OPTIONAL "QUICKPAY" PROGRAM APPLICATION

IF YOU FACTOR, PLEASE DO NOT FILL OUT THIS FORM

IF YOU SELECT QUICKPAY, YOU MUST ACCEPT ACH PAYMENT AND COMPLETE THE ACH AUTHORIZATION FORM

CARRIER NAME: _____

ADDRESS: _____

_____	_____	_____
CITY	STATE	ZIP
_____	_____	_____
PHONE		FAX

OPTIONAL CARRIER/ BROKER DISCOUNT AGREEMENT- 7 to 10 Day Pay Program

Bounce Logistics wants all of its carriers to succeed in their business. We hope this program allows your business to grow and continue to prosper. This form will be considered an addendum to the Bounce Broker Carrier Agreement. Once you have accepted these terms, Bounce will contact you to determine a start date.

1. Bounce Logistics agrees to offer a shipment and carrier agrees to transport by motor vehicle from point-to-point and for the price stated in the faxed Bounce rate agreement for each load. It is the Carrier's/ Broker's responsibility to fax a signed copy of the rate agreement back to Bounce Logistics. If the rate agreement is not faxed back, then the dollar amount listed in the Bounce rate agreement faxed to the Carrier / Broker is binding and no changes in rate confirmation will be made.
2. Bounce Logistics agrees to pay Carrier /Broker the price specified in the faxed rate agreement for the load, less a two percent (2%) discount, within seven to ten(7-10) days of receipt of an invoice, signed proof of delivery and bill of lading for the load. Carrier/Broker agrees to accept this discounted payment in exchange for Bounce's accelerated payment to Carrier/Broker.
3. Either party may opt out of this agreement at any time upon written notification to the other party. Carrier/Broker agrees to address any such notification to Bounce Logisitcs, Carrier Relations Department, 5838 W Brick Rd. Ste 102 South Bend, IN 46628 and Fax to 574-243-1584. Should Carrier/Broker elect to opt out of this two percent (2%) discounted rate.

SIGNATURE: _____

NAME: _____

Submit this completed and signed form to:

ADDRESS : Bounce Logistics 5868 W Brick Rd, Ste 102, South Bend, IN 46628
FAX: 574-243-1584 *Attention Carrier Relations Department*
E-MAIL: bouncecarrier@xpo.com



ACH AUTHORIZATION FORM

COMPANY NAME: _____
REMITTANCE ADDRESS: _____

I hereby authorize **Bounce Logistics** to initiate automatic deposits to my account at the financial institution named below.

Further, I agree not to hold **Bounce Logistics** responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or by my financial institution or due to an error on the part of my financial institution in depositing funds to my account.

This agreement will remain in effect until **Bounce Logistics** receives a written notice of cancellation from me or my financial institution, or until I submit a new ACH Authorization form.

I authorize **Bounce Logistics** and the financial institution listed below to automatically debit/credit my account (this includes my authorization to reverse entries made in error i.e. credit).

Name of Financial Institution: _____
Routing Number _____
(ABA-9 Digits): _____
Account Number: _____

Checking Savings

We require a voided check to process your ACH Authorization Form.

Email Address (**REQUIRED**): _____
(For payment detail notification purposes)

Authorized Signature (Primary): _____

Authorized Signature (Joint) : _____

PLEASE REMEMBER TO ATTACH A VOIDED CHECK (REQUIRED) AND RETURN THIS FORM TO:

Please mail to: Bounce Logistics
5838 W Brick Rd, Ste 102
South Bend, IN 46628

Please fax to: 574-243-1584 - Attention Carrier Relations Department

Please e-mail to: bouncecarrier@xpo.com



CargoNet™

In January of 2013, XPO Logistics, Inc. announced its participation and support of CargoNet a leading source of information about supply chain cargo theft risk.

In an effort to prevent and mitigate cargo theft, XPO Logistics, Inc. teamed up with CargoNet to add another security layer to protect our customers products and brands. CargoNet is a centralized resource and service to help achieve this protection. CargoNet provides XPO Logistics, Inc. with the ability to quickly inform, mitigate, and recover, which is critical in the ever changing transportation industry.

In an effort to assist with cross supply chain information sharing and collaboration and help law enforcement with recovery efforts and investigations, XPO Logistics, Inc. encourages our industry peers and supply chain partners to become members of CargoNet. Your support is imperative to add maximum protection to help combat cargo theft which impacts the transportation industry.

