

NEW CARRIER PROFILE PACKET



LeeWay Global Logistics is excited to add your company to our list of approved contract carriers. Please return the attached completed documents to your LeeWay Global Logistics dispatcher.

Carrier Name: _____

Attention: _____
(Dispatcher at LeeWay office)

Documents Included with Carrier Packet

- Carrier Profile
- W-9 Form
- Federal Safety Compliance Letter
- Transportation Brokerage Agreement

Documents Provided by Carrier

- Proof of cargo insurance (\$100,000 minimum with no cargo exclusions)
- Proof of auto liability insurance (\$1,000,000 single limit minimum)
- Optional -- Other carrier insurance coverage (i.e. -- workers comp, general liability, umbrella coverage, reefer breakdown, hazmat)



CARRIER PROFILE

BUSINESS CONTACT INFORMATION

Company Name _____
DBA / Trade Name _____ Headquarters ___ Y ___ N
Street Address _____
City _____ State _____ Zip _____
Tel _____ Fax _____ E-mail _____
Primary Contact _____ Billing / AR Contact _____
24-Hour Contact _____ 24-Hour Tel _____
Federal ID (EIN or SS#) _____ Date Business Started _____
DOT# _____ MC# _____ SCAC CODE _____
Safety Rating _____

BILLING INFORMATION

This information will be used to establish your company as a vendor for LeeWay Global Logistics.

Remittance Address _____ City _____ State _____ Zip _____
Factoring Company (if any) _____
Factoring Remittance Address _____
Person Completing Form _____ Title _____
Tel _____ Fax _____ Email _____

257 East 200 South, Ste 330, Salt Lake City, Utah
84111 Tel. 844-533-9294 – Fax. 800-507-5524
www.shipleeway.com

Equipment, Services, and States (please enter # of types or Y/N)

Tractors <input type="checkbox"/>	Vans <input type="checkbox"/>	Reefers <input type="checkbox"/>	Flats <input type="checkbox"/>	Teams <input type="checkbox"/>	53s <input type="checkbox"/>
Stretch <input type="checkbox"/>	Nursery <input type="checkbox"/>	Log Post <input type="checkbox"/>	Steps <input type="checkbox"/>	DDs <input type="checkbox"/>	RGNs <input type="checkbox"/>
Dumps <input type="checkbox"/>	Tanks <input type="checkbox"/>	Hopps <input type="checkbox"/>	Pnmtc <input type="checkbox"/>	Etrac <input type="checkbox"/>	B-Wrap <input type="checkbox"/>
Beer (Y/N) <input type="checkbox"/>	Wine (Y/N) <input type="checkbox"/>				
Cargo Vans (Y/N) <input type="checkbox"/>	Lift Gate (Y/N) <input type="checkbox"/>	Straight Trucks (Y/N) <input type="checkbox"/>			
Conestoga (Y/N) <input type="checkbox"/>	Curtain Vans (Y/N) <input type="checkbox"/>	Drop Trailer (Y/N) <input type="checkbox"/>			
Hot Shots (Y/N) <input type="checkbox"/>	IMC (Y/N) <input type="checkbox"/>	LTL (Y/N) <input type="checkbox"/>			
Show Freight (Y/N) <input type="checkbox"/>	Union (Y/N) <input type="checkbox"/>	White Glove (Y/N) <input type="checkbox"/>			

HAZMAT CERTIFIED Y _____ N _____

ACCEPT BURST EMAIL/FAX FOR LOAD NOTICES Y _____ N _____
PREFERRED EMAIL/FAX FOR NOTIFICATION _____

Canada (Y/N) _____ **Lower 48 (Y/N)** _____

ORIGIN STATES (Please circle all that apply)

AL AZ AR CA CO CT DE FL GA ID IL IN IA KS KY LA ME MD MA MI MN MS MO MT
 NE NV NH NJ NM NY NC ND OH OK OR PA RI SC SD TN TX UT VT VA WA WV WI WY

DESTINATION STATES (Please circle all that apply)

AL AZ AR CA CO CT DE FL GA ID IL IN IA KS KY LA ME MD MA MI MN MS MO MT
 NE NV NH NJ NM NY NC ND OH OK OR PA RI SC SD TN TX UT VT VA WA WV WI WY

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
			-			-			
or									
Employer identification number									
			-						

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



TRANSPORTATION BROKERAGE AGREEMENT

This Transportation Brokerage Agreement ("Agreement") is entered into as of the Effective Date indicated below, by and between Leeway Global Logistics ("Broker"), and the undersigned licensed motor carrier ("Carrier"). Broker and Carrier may each be individually referred to herein as a "Party" or collectively as the "Parties".

RECITALS:

- A. **WHEREAS**, Carrier is a duly licensed motor carrier of property as that term is defined in 49 U.S.C. §13102, is duly registered with the US Department of Transportation pursuant to 49 U.S.C. §13902 and §13905, as amended, and is authorized to provide transportation of property under contracts with shippers and receivers and/or brokers of general commodities;
- B. **WHEREAS**, Broker is authorized to operate as a broker of motor carrier services under the authority of the Federal Motor Carrier Safety Administration ("FMCSA") pursuant to property broker's license No. MC488571;
- C. **WHEREAS**, Broker desires to arrange on behalf of its customers ("Customers") for motor carrier services on the terms and conditions set forth in this Agreement (the "Carrier Services"); and,
- D. **WHEREAS**, Carrier desires to perform the Carrier Services.

TERMS AND CONDITIONS:

NOW, THEREFORE, in mutual consideration of the promises hereinafter contained, the Parties agree as follows:

1. CARRIER AUTHORITY. Carrier shall provide the Carrier Services under its own operating authority and subject to the terms of this Agreement.

1.1 Carrier will notify Broker immediately if its federal operating authority is revoked, suspended or rendered inactive for any reason; if it is sold; if there is a change in control of ownership; or if any insurance required hereunder is threatened to be or is terminated, cancelled, suspended, or revoked for any reason.

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

2. SHIPMENTS. Broker agrees to solicit and obtain freight transportation business for Carrier on a non-exclusive basis to the mutual benefit of Carrier and Broker. Broker shall inform Carrier of (i) place of origin and destination of all shipments; and (ii) if applicable, any special shipping instructions or special equipment requirements of which Broker has been timely notified.

Carrier warrants that it has entered into, or will enter into written contracts with Broker. Broker is responsible for the selection of appropriate Carriers. Broker further warrants that those contracts comply with all applicable federal and state regulations and will include, at a minimum, the terms and conditions of the Agreement. Any failure by Carrier to execute the required contracts with Broker, which contracts contain all such terms and conditions will be deemed a material breach of the Agreement.

Broker will, from time to time, tender freight to Carrier for shipment. Carrier agrees to the transportation of Broker's freight pursuant to the terms and conditions of the Agreement and this Amendment in compliance, in all material respects,

with all federal, state and local laws and regulations relating to the transport of the freight covered by this Agreement and Broker's written instructions, **including those relating to the Sanitary Transportation of Human and Animal Food under the FDA Food Safety Modernization Act (FSMA)**. Carrier's responsibility under the Agreement will be limited to transportation of Broker's freight.

3. DOUBLE BROKERING. Carrier will not re-broker, subcontract, assign or interline the shipments hereunder, without prior written consent of Broker. If Carrier breaches this provision, Broker shall have the right to pay the monies it owes Carrier directly to the delivering carrier, in lieu of payment to Carrier. Upon Broker's payment to delivering carrier, Carrier shall not be released from any liability to Broker under this Agreement. In addition to the indemnity obligations in this Agreement, Carrier will be liable for consequential damages for violation of this Section.

4. COMPLIANCE WITH LAWS. Carrier is in compliance, and shall maintain compliance during the term of this Agreement, with all applicable federal, state and local laws relating to the provision of its services including, but not limited to:

4.1 Transportation of Hazardous Materials (including the licensing and training of drivers) as defined in 49 C.F.R §172.800, §173, and §397 et seq. to the extent that any shipments hereunder constitute Hazardous Materials; security regulations; owner/operator lease regulations; loading and securement of freight regulations; implementation and maintenance of driver safety regulations including, but not limited to, hiring, controlled substances, hours of service regulations, sanitation, temperature, contamination requirements for transporting food, perishables, and other products, qualifications and licensing and training of drivers; implementation and maintenance of equipment safety regulations; maintenance of control of the means and method of transportation including, but not limited to, performance of its drivers.

4.2 Transportation of Food Shipments. Broker and Carrier will comply with the laws and regulations governing the safe and secure transportation of shipments consisting of food that will ultimately be consumed by humans or animals ("Food Shipments"), including those required by local, provincial, state and federal laws, regulations, ordinances and rules including, but not limited to, the Food Safety Modernization Act (21 U.S.C. § 2201, et seq.), the Federal Food, Drug and Cosmetic Act (21 U.S.C. § 341, et seq.), the Sanitary Food Transportation Act (49 U.S.C. 5701, et seq.), the U.S. Food and Drug Administration's Final Rule on the Sanitary Transportation of Human and Animal Food (21 C.F.R. § 1.900, et seq.) and all applicable U.S. Department of Agriculture and Food Safety and Inspection Service regulations (collectively, the "Food Safety Laws").

Carrier is responsible for the sanitary conditions of Food Shipments during their transportation and complying with Broker's written instructions, including without limitation any

temperature set point or temperature range, as provided to the Carrier by Broker in physical or electronic form. Broker and Carrier shall apply all written instructions to future Food Shipments of the same goods tendered for Broker, unless instructed otherwise in writing. Where Broker's instructions require a cargo seal, the cargo seal number shall be recorded on the Bill Of Lading. The lack of a seal or seal irregularities shall be sufficient to consider the shipment unsafe and a total loss. Broker and Carrier agree that when Carrier is transporting food for human or animal consumption, late delivery, i.e. delivery after the deadline indicated on the transportation documents, alone shall be sufficient to reject a shipment and consider the cargo a total loss.

Carrier shall verify the temperature of Food Shipments before loading. Carrier must write the recorded temperature on shipping document(s) used by the parties for the pick-up, transport, and delivery of goods, including without limitation any Bill of Lading ("Shipping Document"). In the event Carrier is unable to verify the temperature due to restrictions imposed by Broker, consignor, consignee or due to the physical circumstances of loading, Carrier will immediately notify Broker and will perform verification as soon as it becomes possible. The foregoing exception shall not relieve Carrier of compliance with any other provision of this Schedule.

Shipper and Carrier represent and warrant that all Equipment (as defined in the Food Safety Laws and herein) used in transporting Food Shipments ("Equipment") is in a safe and sanitary condition and appropriate for performance of the services under this Agreement for Food Shipments, including but not limited to that the Equipment is free from contamination, pest infestation, and evidence of prior cargo that could render the Food Shipments unsafe. If Carrier transports partial load shipments (also known as less-than-truckload, or LTL, shipments), Carrier shall conduct appropriate inspections and take necessary actions upon receiving the first shipment and each subsequent shipment to ensure that (a) the Equipment remains in safe and sanitary condition; (b) any Food Shipments will not be contaminated by any previously or subsequently loaded cargo; and (c) the temperature of any temperature-controlled Food Shipment will not be materially disrupted. Carrier must ensure that the cold storage compartments are prepared and compliant for safely transporting the Food Shipments and are prepared as specified in Broker's instructions or Shipping Document. Carrier must set temperature controls to pre-cool mechanically refrigerated cold storage compartments before offering Equipment with auxiliary refrigeration units for transportation of Food Shipments requiring temperature control and set the operating temperature to ensure the Food Shipments at all times are maintained at the temperature set point or within the temperature range specified on Broker's instructions or Shipping Document.

Immediately upon request or as promptly as practicable thereafter, Carrier will provide Broker:

4.2.1 Evidence of the operating temperature of Food Shipments maintained during transportation in the manner acceptable to Broker;

4.2.2 Documented written processes for maintaining food safety, including maintenance of temperature control, and cleaning, sanitizing, and inspecting Equipment;

4.2.3 Evidence of transportation traceability,

including information regarding:

Previous cargo hauled in bulk or in other Equipment; and Maintenance and intervening cleaning procedures for Docks and Equipment.

4.2.4 Appropriate training processes for each person under Carrier's supervision or control involved in providing the services under this Agreement; and

4.2.5 Evidence that the Food Shipments have not been adulterated, as defined below, and have been transported under sanitary conditions to protect the shipments against temperature abuse or excessive fluctuations and any physical, chemical, or microbial contamination.

Carrier agrees to maintain all documentation and records related to the transport of Food Shipments governed by this Agreement, not to exclude records of personnel training and Equipment cleanings, sanitization and inspections and records evidencing the safe and sanitary transport of Food Shipments. Carrier shall make the records available to Broker upon request.

Broker and Carrier acknowledge and agree that the temperature of the Food Shipments is a material condition of this Agreement. Carrier shall develop and maintain written procedures related to the safe transport of Food Shipments tendered to it by Broker, and Carrier will train its drivers and staff regarding safe transport of Broker Food Shipments and other goods.

Liability Related to Food Shipments.

Broker and Carrier agree that Food Shipments that have been transported or offered for transport, pursuant to this Agreement, under conditions that are not in compliance with the written instructions or requirements set forth in the Shipping Document, including any seal, temperature, quality control standards and delivery date requirements, will be considered "adulterated" within the meaning of the FD&C Act (21 U.S.C. §§ 342(a)(i)(4), 342(i)).

Broker and Carrier understand that adulterated shipments may be refused by Broker's consignee or receiver upon their tender for delivery at destination, with or without inspection.

- I. Carrier will be directly and primarily liable to Broker and contractually require Carrier to assume liability for the result of breach of any of the foregoing requirements specified in this Exhibit. Carrier agrees and will contractually require Carrier to agree that Broker is not responsible for and shall in no way be held liable to Carrier for Broker's, Carrier's or any consignee's, receiver's or loader's obligations or their failure to adhere to their respective obligations under the laws and regulations governing the safe and sanitary transport of food for human or animal consumption, including the Food Safety Laws referenced above.

The determination regarding the acceptability, salvageability and/or the adulterated status of Food Shipments transported by Carrier shall be within the sole

discretion of Broker and shall be binding on Broker and Carrier.

5. CARRIER EQUIPMENT. Subject to the representations and warranties of Carrier herein, Carrier agrees to provide the necessary equipment and qualified personnel for completion of the Carrier Services required by Broker and/or its Customers. Carrier will **not** supply equipment that has been used to transport hazardous wastes (solid or liquid), regardless of whether they meet the definition in 40 C.F.R. §261.1 et. seq. For temperature controlled shipments, Carrier will furnish equipment which is sanitary, free of any contaminations, suitable for the particular commodity being transported and which will not cause in whole or in part adulteration of the commodity as defined in 21 U.S.C. §342.

To the extent any shipments move within the State of California, all 53 foot trailers, including both dry-van and refrigerated equipment used and the Heavy-Duty Tractors that haul them within California will be in compliance with the California Air Resources Board (ARB) Heavy-Duty Vehicle Greenhouse Gas (Tractor-Trailer GHG) Emission Reduction Regulations and all refrigerated equipment operated within California must be in compliance with the California ARB TRU ACTM in-use regulations.

6. BILLS OF LADING.

6.1 Carrier agrees that insertion of Broker's name as the carrier on a bill of lading shall be for Customer's convenience only and shall not change Broker's status as a property broker or Carrier's status as a motor carrier.

6.2 Carrier will confirm that any delivery dates and temperature requirements are the same on the bill of lading and Broker's load confirmation sheet. Carrier assumes all risk of loss for any discrepancies.

6.3 Carrier shall issue a bill of lading in compliance with 49 U.S.C. §81010 et seq., and 49 C.F.R. §373.101 (and any amendments thereto), for the property it receives for transportation under this Agreement. Unless otherwise agreed in writing, Carrier shall become fully liable for the freight when it takes and/or receives possession thereof, or when the Carrier's trailer is loaded, regardless of whether a bill of lading has been issued, signed and/or delivered to Carrier. Carrier's liability shall continue until delivery of the shipment to the consignee and receipt of signature from the consignee on the bill of lading or delivery receipt. Any terms of the bill of lading for a shipment (including but not limited to payment terms) which may be inconsistent with the terms of this Agreement shall be controlled by the terms of this Agreement. Failure by Carrier to issue a bill of lading or sign a bill of lading acknowledging receipt of freight shall not affect Carrier liability.

7. BILLING AND PAYMENTS.

7.1 Carrier authorizes Broker to invoice Carrier's shipment charges directly to the Customer or other party responsible for payment.

7.2 Carrier has investigated, monitored, and agrees to conduct business hereunder based on the credit-worthiness of Broker and is granting Broker credit terms accordingly.

7.3 Broker agrees to conduct all billing services for the Customers. Carrier shall invoice Broker for the charges contained in Broker's load confirmation sheet, which is incorporated herein by reference. Any additional, modified, or amended rates which are confirmed in writing by both Parties shall automatically be incorporated herein by reference.

7.4 Any rates agreed upon verbally shall be deemed confirmed in writing only where Carrier has billed the agreed rate and Broker has paid it in full. All written confirmations or rates, including confirmations by billing and payment, shall be incorporated herein by reference.

7.5 Broker is the sole party responsible for payment of Carrier's charges. Failure of Broker to collect payment from Customers shall not relieve Broker of its obligation to pay Carrier. Broker agrees to pay Carrier's undisputed invoice within 30 days of

receipt of a legible copy of the signed bill of lading and delivery receipt, signed load confirmation sheet and any other documents pertaining to the load, provided Carrier is not in default under the terms of this Agreement. Carrier shall not seek payment from Customers if the Customers can prove payment to Broker.

7.6 Carrier hereby assigns to Broker all its rights to collect freight charges from Customers or any responsible third party on receipt of payment from Broker.

8. INSURANCE & BONDS.

8.1 Carrier shall furnish Broker with certificate(s) of insurance, or insurance policies providing thirty (30) days advance written notice of cancellation or termination, and unless otherwise agreed, subject to the following minimum limits: Commercial General Liability of \$1,000,000.00; motor vehicle (including hired and non-owned vehicles) of \$1,000,000.00 (\$5,000,000.00 if transporting hazardous materials including environmental damages due to release or discharge of hazardous substances); cargo damage/loss of \$250,000.00; workers' compensation with limits as required by law. Except for any higher coverage limits specified above, the insurance policies shall comply with minimum requirements of the FMCSA and any other applicable regulatory agency. Nothing in this Agreement shall be construed to avoid Carrier's liability due to any exclusion or deductible in any insurance policy.

8.2 Broker shall maintain a surety bond or trust fund in the amount of \$75,000 on file with the FMCSA in a form and amount not less than that required by FMCSA regulations.

9. LOSS, DAMAGE & CLAIMS.

9.1 Carrier shall be responsible for required security (including trailer seals), temperature control protection, and providing Broker with immediate written notice of any alleged or actual non-compliance by means of fax or e-mail.

9.2 In the event a shipment is partially or wholly rejected (for any reason), or Carrier is unable to deliver a shipment for any reason, Carrier will immediately notify Broker (or Customer, but only if instructed by Broker), for disposition/salvage instructions. Pending receipt of disposition instructions, Carrier shall place the shipment in a holding facility as instructed by Broker, or Customer, or if no instructions then at a receiver, a public warehouse, or in its own storage facility at the required temperature and at Carrier's expense. Carrier shall not sell, auction, or otherwise dispose of any freight or shipment without (i) receiving advanced written approval from Broker, and (ii) providing at least 15 days notice in writing sent via certified mail or fax with proof of delivery to Broker of the scheduled date, time and place of sale or other intended disposition.

9.3 Carrier shall comply with 49 C.F.R. §370.1 et seq. and any amendments thereto and any other applicable regulations adopted by the FMCSA, U.S. Department of Transportation, or any applicable state regulatory agency, for processing any loss and damage claims and salvage.

9.4 Carrier's liability for any cargo damage, loss, or theft due to any cause shall be determined under the Carmack Amendment, 49 U.S.C. §14706.

9.5 Carrier's indemnification liability herein for freight loss and damage claims shall include legal fees which shall constitute special damages, the risk of which is expressly assumed by Carrier, and which shall not be limited by any liability of Carrier described herein.

9.6 Except as provided herein, neither Party shall be liable to the other for consequential damages without prior written notification of the risk of loss and its approximate financial amount, and agreement to assume such responsibility in writing. Loss or damages arising out of delayed delivery, failed delivery, or failure to maintain required temperatures of refrigerated shipments shall not constitute consequential damages.

9.7 Broker will submit freight loss and damage claims received from Customers, in compliance with 49 CFR §370.1 et seq., to Carrier within nine (9) months of delivery date or scheduled delivery, whichever is earlier. Carrier shall pay, decline or make a settlement offer in writing on all cargo loss and damage claims

within 30 days of receipt of the claim. Failure of Carrier to pay, decline or offer settlement within such 30-day period shall be deemed admission by Carrier of full liability for the amount claimed and shall be deemed a material breach of this Agreement.

10. NON-SOLICITATION. Except as otherwise agreed by Broker: (i) During the term of this Agreement and upon termination for any reason, Carrier agrees not to solicit freight, accept or provide any Carrier Services for any Customers for a period of twelve (12) months following termination of this Agreement. "Customers" for purposes of this Agreement shall mean any shipper, consignee or other party responsible for payment, for whom Broker arranged Carrier Services and was billed for those services; and (ii) where Customers have multiple traffic lanes, the prohibition of this paragraph is intended to apply only to those traffic lanes for which Broker arranged Carrier Services as described above. The prohibitions of this paragraph are intended to be effective regardless of whether Customers are treated as confidential for any reason. If Carrier violates the terms of this paragraph, Broker shall be entitled to recover from Carrier 10% of the gross compensation received by Carrier from any and all such Customers on all shipments that Carrier transports for any such Customers during the term of this Agreement and/or the 12 month period following the date of termination of this Agreement. In addition to the above remedy, Broker may seek injunctive relief and Carrier shall be liable for all costs and expenses incurred by Broker, including, but not limited to, reasonable attorneys' fees.

11. CONFIDENTIALITY.

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

11.2 In the event of violation of this Section, the Parties agree that the remedy at law, including monetary damages, may be inadequate and the Parties shall be entitled, in addition to any other remedy they may have, to an injunction restraining the violating Party from further violation of this Agreement in which case the prevailing Party shall be entitled to recover all costs and expenses incurred, including but not limited to reasonable attorneys' fees.

12. TEMPERATURE CONTROLLED SHIPMENTS. In the event the Carrier Services involve temperature controlled shipments, Carrier agrees that the following terms and conditions shall apply:

12.1 Carrier represents and warrants that it is experienced in transporting temperature controlled products and understands and agrees that delivery time requirements and temperature specifications are critical and that failure to comply with either or both may result in partial or total damage to the shipment and/or partial or total rejection of a shipment; refrigerated products are commonly subject to strict quality control specifications that may require destruction of the shipment in the event required temperatures are not maintained, which may eliminate the ability to salvage the shipment in whole or in part.

12.2 Carrier will not accept shipments until Carrier's trailer has been pre-cooled to the proper temperature indicated on the shipment's bill of lading.

12.3 Carrier accepts all risk of loss for loading or transporting shipments at incorrect temperatures, and Carrier agrees to transport perishables at the required temperature during the entire period of transportation.

13. MISCELLANEOUS.

13.1 RELATIONSHIP OF PARTIES. It is understood and agreed that the relationship between Broker and Carrier is that of

independent contractor and that no employer or employee relationship exists or is intended. Broker has no control of any kind over Carrier, including but not limited to routing of freight, and nothing contained herein shall be construed to be inconsistent with this provision.

13.2 DISPUTES. In the event of a dispute arising out of this Agreement, including but not limited to federal or state statutory claims, Broker shall have the unilateral right to demand that the dispute be submitted to arbitration. In such case, proceedings shall be conducted under the rules of the Transportation Arbitration and Mediation PLC ("TAM"). Arbitration proceedings shall be started within eighteen (18) months from the date of delivery or scheduled date of delivery of the freight, whichever is later. Upon agreement of the Parties, arbitration proceedings may be conducted outside of the administrative control of the TAM. The decision of the arbitrators shall be binding and final and the award of the arbitrator may be entered as a judgment in any court of competent jurisdiction. The prevailing Party, whether in a court proceeding or in arbitration, shall be entitled to recover all costs, expenses and reasonable attorney fees, including, but not limited to, any incurred on appeals, or in the event further legal action is taken to enforce the arbitrator's award. Arbitration proceedings shall be conducted at the office of the TAM nearest Salt Lake City, Utah or such other place as mutually agreed upon in writing or directed by the acting arbitration association. The arbitration provisions of this paragraph shall not apply to enforcement of the award of arbitration.

13.2.1 Venue, controlling law and jurisdiction in any court or arbitration proceeding shall be in the **State of Utah, Salt Lake County**. Unless preempted or controlled by federal transportation law and applicable regulations, the laws of the State of Utah shall be controlling notwithstanding applicable conflicts of law rules.

13.3 INDEMNIFICATION. Carrier shall indemnify, defend and hold Broker and its shipper customer harmless from any claims, actions or damages, arising out of or related to its performance under this Agreement, including cargo loss or damage, theft, delay, damage to property, personal injury or death. Carrier's obligation to defend shall include all costs of defense as they accrue with Broker's choice of counsel.

13.4 NOTICES. All notices provided or required by this Agreement, shall be made in writing and delivered, return receipt requested, to the addresses shown herein below with postage prepaid, or by confirmed (electronically acknowledged on paper) facsimile.

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

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

13.7 NO WAIVER. Failure of Broker to insist upon Carrier's strict performance under this Agreement or to exercise any right or privilege herein, shall not be a waiver of any rights or privileges of Broker under this Agreement.

13.8 ASSIGNMENT. This Agreement may not be assigned or transferred in whole or in part by Carrier.

13.9 FAX/EMAIL CONSENT. The Parties to this Agreement are authorized to fax or email to each other at the numbers shown herein (or otherwise modified in writing from time to time) shipment availabilities, equipments and rate promotions, or any advertisements of new services.

13.10 ENTIRE AGREEMENT. Unless otherwise agreed in writing, this Agreement contains the entire understanding of the Parties and supersedes all prior verbal or written agreements, arrangements, or understandings of the Parties relating to the subject matter stated herein.

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the ____ day of _____, 20____ (“Effective Date”).

CARRIER: _____

Signature _____

Name _____

Title _____

Date _____

Address _____

Tel _____

Fax _____

DOT/MC# _____

BROKER: LEEWAY GLOBAL LOGISTICS

By: S. Whitt Lee

Its: President

257 E. 200 S. Suite 330

Salt Lake City, UT 84111

(844) 533-9294

(800) 507-5524

carrierpackets@shipleeway.com

www.leewaygloballogistics.com



FEDERAL SAFETY COMPLIANCE

Prior to transporting freight for customers of LeeWay Global Logistics, carriers must be in compliance with USDOT and FMCSA safety regulations described in part in 49 C.F.R. §§382-396. Please indicate below that you are in compliance with, and will continue to operate in compliance with, all safety requirements of USDOT and FMCSA during the term of your agreement with LeeWay Global Logistics.

USDOT and FMCSA safety compliance requirements include, but are not limited to, carriers following a written safety plan addressing the following:

A. Driver compliance with:

1. Hours of service regulations.
2. Commercial drivers license standards and qualification.
3. Moving violations and fatal accident regulations.
4. Drug and alcohol testing regulations.

B. Carrier compliance with:

1. Inspection, repair, and maintenance files for all equipment showing compliance with federal regulations.
2. All other applicable safety fitness procedures.
3. Logs of port inspection reports / violations.

We hereby certify that we are now in compliance with and during the term of our agreement with LeeWay Global Logistics will remain in compliance with all USDOT and FMCSA safety requirements as they may be amended, and agree to notify LeeWay Global Logistics immediately in the event of any change in our safety rating.

Company Name: _____

Signature: _____

Name: _____

Title: _____

Date: _____



HAZARDOUS MATERIALS CERTIFICATION *(If Applicable)*

Carriers of hazardous materials are required to comply with DOT's Transportation Research and Special Programs Administration's (RSPA) Hazardous Materials Regulations HM-232 (49 C.F.R. Part 172). Please verify below that your company is in compliance with, and will continue to be in compliance with, all requirements of HM-232.

The compliance requirements include all carriers of Hazardous Materials having:

- 1) A written security plan in place.
- 2) All "Hazmat Employees" (as that term is specifically defined) trained on the written security plan.
- 3) In addition to training on your security plan, general security awareness training must be provided to employees as part of a 3-year recurring training.
- 4) Compliance with all other requirements of HM-232 that may not be listed here.

We hereby certify that we are in compliance with all current HM-232 requirements, and will remain in compliance with all future amendments thereto. We agree that any drivers hauling Hazardous Materials will have the necessary Hazmat endorsement on their CDL. We agree to notify LeeWay Global Logistics in the event of a lapse of any such compliance.

Company Name: _____

Signature: _____

Name: _____

Title: _____

Date: _____

CARRIER PAYMENT OPTIONS



For loads where all original paperwork is received **by 12:30 pm MST**, Carrier can elect a Quick Pay option that will be processed on the following business day.

PAYMENT OPTION (Select One)

Quick Pay: Fee is **3%** of the amount negotiated for the load, plus the payment fee upon receipt of required documentation. **Factoring company notice:** If you are using a factoring company a LOR will be required prior to any Quick Pay being processed.

Factoring Companies: Payment Terms are 40 days from receipt of Invoice and all required documentation.

Standard Payment terms: 30 days from receipt of Invoice and all required documentation.

REQUIRED DOCUMENTATION

Original Carrier Invoice

Broker Trip/Load Number

Rate Confirmation

Shipper's Bill of Lading

Signed Proof of Delivery

Receipt for all Approved Accessories

PAYMENT METHOD

ACH into Carrier's bank account

Transac, LLC or LeeWay Global Logistics is hereby authorized to ACH transfer money into the account specified below. The names, signatures, and banking information will be filed and kept effective until written notice of the change is sent by client and received by LeeWay Global Logistics.

******ATTACH VOIDED CHECK******

Please fill-in information requested (Bolded items)

CARRIER: _____

BANK: _____

BRANCH: _____

ADDRESS: _____

ROUTING NO.: _____

PHONE: _____

CHECKING ACCT NO.: _____

Please note all ACHs will be charged standard ACH Fee: \$5.00

The above referenced account number is our General Operating Account

Acknowledged By:

CARRIER NAME:

Authorized Signature

EFS/Transcheck

Comcheck/Tcheck fee

- ACHs will be deposited to your account 2 business days after paperwork is received
- Transcheck codes will be provided 1 business day after paperwork is received
- Please contact us with any questions

Please note: The Transcheck or T-check fee is \$6.00 per \$3500