



JDM LOGISTIX INC - NEW CARRIER SETUP CHECKLIST

- Carrier Information Form
- Signed Carrier DOT / FMCSA Safety Compliance Form
- Signed Carrier Broker Contract (initial each page and execute the signature page)
- Signed Carrier Quick-Pay Form (if you choose this pay method)
- Signed and Dated Carrier W-9 Identification Form
- Signed Carrier HazMat Requirements Form (if certified)
- Insurance Certificate Showing JDM Logistix Inc as Certificate Holder / Additional Insured
- Copy of Carrier ICC Operating Authority

16W455 S Frontage Rd #115 | Burr Ridge IL 60527 | Phone- 708-467-9100 | Fax- 708-688-1116

REMIT TO ADDRESS: 16W455 S Frontage Rd Suite 115 Burr Ridge IL 60527

accounting@jdmlogistix.com

www.jdmlogistix.com



U.S. Department of Transportation
Federal Motor Carrier Safety Administration

1200 New Jersey Ave., S.E.
Washington, DC 20590

SERVICE DATE
April 14, 2016

LICENSE
MC-958152-B
U.S. DOT No. 2860202
JDM LOGISTIX INC
BURR RIDGE, IL

This License is evidence of the applicant's authority to engage in operations, in interstate or foreign commerce, as a **broker, arranging for transportation of freight (except household goods) by motor vehicle.**

This authority will be effective as long as the broker maintains insurance coverage for the protection of the public (49 CFR 387) and the designation of agents upon whom process may be served (49 CFR 366). The applicant shall also render reasonably continuous and adequate service to the public. Failure to maintain compliance will constitute sufficient grounds for revocation of this authority.

A handwritten signature in black ink, appearing to read "Jeffrey L. Secrist".

Jeffrey L. Secrist, Chief
Information Technology Operations Division

BPO



April 04, 2016

ALEKSANDAR KRAGOVIC
JDM LOGISTIX INC
16W455 S FRONTAGE RD
BURR RIDGE, IL 60527

CERTIFICATE OF STANDARD CARRIER ALPHA CODE (SCAC) ASSIGNMENT

The Standard Carrier Alpha Code of **JDMG** has been assigned to:

JDM LOGISTIX INC
16W455 S FRONTAGE RD
BURR RIDGE, IL 60527
MC-958152
US DOT- 958152

This Alpha Code will apply only to the company name shown above through June 30, 2017. **Approximately two months prior to expiration of this SCAC, NMFTA will provide an invoice for renewal which must be promptly returned together with payment to ensure its continued validity.** Should the company name or address change, please notify the National Motor Freight Association, Inc. at the address below. *If you participate in the Bureau of Customs & Border Protection ACE, AMS, CAFES, FAST or PAPS programs, it is your responsibility to ensure that a copy of this letter is forwarded (email preferred) to the following address:*

CBP SCAC Processing
Bureau of Customs and Border Protection
8444 Terminal Road, Beauregard (A-105.5)
Lorton, VA 22079
AMS.SCAC@DHS.GOV

Alpha Codes ending with the letter "U" have been reserved for the identification of freight containers. If your Alpha Code ends with the letter "U", it should be used only for this purpose. A non-U ending Alpha Code should be obtained to satisfy other requirements such as company identification for Customs, Electronic Data Interchange, freight payments, tariffs, etc.

NOTICE: Assignment of the above listed SCAC is unrelated to participation in the National Motor Freight Classification (NMFC). Further, it does not confer membership in the National Motor Freight Traffic Association, Inc. nor allow use of the NMFC in connection with freight rates. For participation and membership information, please call (703) 838-1810

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. JDM LOGISTIX INC		
	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"/> 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.) 16W455 S FRONTAGE RD SUITE 115	Requester's name and address (optional)	
	6 City, state, and ZIP code BURR RIDGE IL 60527		
	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								
8	1	-	1	5	7	0	8	0
4								

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 ▶ <i>Majovic</i>	Date ▶ <i>4/4/14</i>
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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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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
- 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.

JDM LOGISTIX - CARRIER INFORMATION FORM

Contact Information

Company Name:			
Mailing Address:			
City, ST, Zip:			
Phone:		Fax:	
Mobile:		EMail:	

Carrier Information

MC#:		FedID#:	
DOT#:		SCAC:	

Insurance Coverage

General Amount:	
Liability Amount:	
Cargo Amount:	

Safety Rating

Satisfactory

Conditional *(if less than satisfactory,*

Unsatisfactory *send letter of explanation)*

Equipment Information

Modes:	LTL	PUP	Truckload	Rail/Intermodal
Trailer Types:	Van <input type="checkbox"/>	Reefer <input type="checkbox"/>	Flatbed <input type="checkbox"/>	Other: <input type="checkbox"/>
Tractor Types:	Daycabs <input type="checkbox"/>	Sleepers <input type="checkbox"/>	Straight Trucks <input type="checkbox"/>	Sprinter <input type="checkbox"/>
Driver Comm:	Satellite <input type="checkbox"/>	Cell Phone <input type="checkbox"/>	Other: <input type="checkbox"/>	<input type="checkbox"/>
# of Power Units				
# of Trailer Units				

BusinessType

Sole Proprietorship

Partnership

Corporation

Other:

EDICapable Yes

No

PreferredPayMethod *(see terms in contract)*

Contact Name:

Standard Check

Phone:

Quick Pay

E-Mail:

OtherContacts

Name

Phone

Email

Billing:

--	--	--

Operations:

--	--	--

After hours:

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Terminal/DomicileLocations

PreferredLanes/Destinations

JDM LOGISTIX INC - CARRIER DOT / FMCSA SAFETY COMPLIANCE FORM

As a condition of contracting with LLWL to transport freight for its shipper customers, you are required to provide assurance of your compliance with DOT and FMCSA safety regulations including, but not limited to, 49 C.F.R. Parts 382-396. The purpose of this letter is to specifically request your written confirmation that you are, and will continue to operate, in compliance with all safety requirements of U.S. DOT and FMCSA during the term of your agreement with JDMG.

DOT and FMCSA safety compliance includes, but is not limited to, carriers following a written safety plan with addresses the following:

1. No drivers are currently employed or will be employed who:
 - a. Have more than three moving violations in the past twenty-four month period (CDL offenses count as double)
 - b. Have been cited for causing a fatal accident
 - c. Have violated or violate hours of service regulations
 - d. Violate any qualification of driver regulations
 - e. Have violated or violate any drug or alcohol testing regulation
2. Carrier compliance with:
 - a. Inspection, repair, and maintenance file on all equipment showing compliance with Federal regulations
 - b. All other applicable safety fitness procedures
 - c. Log of port inspection reports / violations

We hereby certify that we are now, and will remain for the term of our agreement, in compliance with ALL concurrent DOT and FMCSA safety requirements. We further agree to notify LLWL immediately in the event of a change in our safety rating.

Effective Date: _____

Company: _____

Name Printed: _____

Title: _____

Signature: _____

BROKER CARRIER Contract

This Agreement made this _____ day of _____, 20 ____ (the "Effective Date"), is by and between JDM LOGISTIX INC., a Illinois Corporation with the principal offices at 16W455 S Frontage Rd Suite 115, Burr Ridge IL 60527, (hereinafter called "BROKER") and _____, a _____ company with principal offices at _____ (hereinafter called "CARRIER").

Recitals

WHEREAS, BROKER is a transportation broker registered with the Federal Motor Carrier Safety Administration ("FMCSA") under Docket number 958152; and

WHEREAS, CARRIER, as an independent contractor, desires to furnish motor carrier service to BROKER and/or its Customers for the transportation of general commodities, including food and related products, in interstate commerce and represents that it is duly registered with the FMCSA, and/or appropriate state regulatory agencies in which CARRIER provides intrastate service, copies of which will be provided upon request; and

WHEREAS, BROKER has need for CARRIER to provide motor transportation service from, to and between certain facilities of BROKER and/or its vendors and suppliers; and

WHEREAS, CARRIER, as a motor carrier, pursuant to 49 U.S.C. Section 14101(b) and as permitted therein, desires to enter into a contract to provide contract carriage services and perform other specified services for BROKER under the rates and conditions specified herein; and

NOW, THEREFORE, BROKER and CARRIER mutually agree as follows:

1. APPLICABILITY

This Agreement shall apply to motor carrier transportation services in interstate and/or intrastate commerce provided by CARRIER as may be arranged by BROKER for or on behalf of its shipper and/or receiver Customers (hereinafter "Customer" or "Customers")

2. EFFECTIVE DATE AND TERM

This Agreement shall be effective for a period of one year from the Effective Date and shall be automatically renewed for additional one-year periods unless terminated by either party upon thirty (30) days written notice given at any time during the initial or any renewal term without cause and without any further liabilities or obligations hereunder (other than liabilities and obligations arising prior to such termination).

3. CARRIER'S OBLIGATIONS

A. General

- (1) Compliance with Laws, Rules and Regulations: CARRIER shall have authority from the FMCSA as a common carrier to transport general commodities in interstate commerce. CARRIER shall comply with all applicable provisions of the Interstate Commerce Act, related laws, rules and regulations of the FMCSA and all applicable state and local laws,

rules and regulations to the extent they govern CARRIER's operations. CARRIER shall also comply with Customer's site health, safety, quality and security rules, procedures or programs applicable to CARRIER's operations as made available in writing to CARRIER.

- (2) Prompt Service: CARRIER shall promptly and efficiently receive, transport with reasonable dispatch and deliver safely the goods entrusted to it hereunder by BROKER or its Customers.
- (3) Appointments: Pickup/Delivery Times: CARRIER acknowledges that due to the nature of Customer's business, most pickups and deliveries must be made by appointment and/or within specific time windows. By accepting a shipment, CARRIER agrees to comply with such time requirements as may be specified in BROKER's load confirmation instructions. BROKER may require CARRIER to absorb additional costs or expenses for failure to comply, including redelivery expenses or consignee penalties, which result from said failure.
- (4) Subcontracting: CARRIER agrees not to use subcontractors (other than owner-operators under a written lease to CARRIER), or to interline with other carriers, or to broker shipments, or to use "substituted services" by rail without prior written agreement of BROKER.
- (5) Owner-Operators: It is understood that CARRIER may use the services of owner-operators to perform some or all of its obligations under this Agreement provided CARRIER warrants and represents: (a) compliance with all applicable laws and regulations, including but not limited to the provisions of 49 CFR Part 376 lease and interchange of vehicles; (b) CARRIER shall enter into a written lease that shall provide that CARRIER, as the authorized owner-operator lessee, shall have exclusive possession, control and use of the equipment for the duration of the lease. The lease shall further provide that the authorized owner-operator lessee shall assume complete responsibility for the operation of the equipment for the duration of the lease, and (c) Under no circumstances will CARRIER's obligations under this Agreement, including but not limited to its liability to third parties or its liability for loss, damage or delay to property, be affected or diminished by reason of its use of owner-operators.
- (6) Brokering: If CARRIER should directly or indirectly subcontract, or broker any shipment to another CARRIER, with or without the prior written approval of BROKER, CARRIER shall assume full responsibility and liability for the acts and omissions of the carrier handling the shipment as though CARRIER transported the shipment itself. Under no circumstances will CARRIER's obligations under this Agreement, including but not limited to its liability to third parties or its liability for loss, damage or delay to property, be affected or diminished by reason of its brokering shipments to another carrier.
- (7) Diversion and Reconsignment: CARRIER shall not divert or reconsign any shipment except upon written instructions from BROKER. CARRIER shall not accept instructions for diversion or reconsignment from any consignee without notice to BROKER, and written consent of BROKER.
- (8) Delay; Accidents: CARRIER shall notify BROKER immediately by telephone of any accident, spill, theft, hijacking or other event that impairs the safe and prompt delivery of the goods in its control.
- (9) Refused or Undeliverable Freight: CARRIER shall notify BROKER immediately by telephone of any refused or undeliverable freight and request additional instructions regarding delivery or storage of the goods. Such notice by CARRIER shall be immediately confirmed in writing, stating the amount and the date and time storage charges, if any, will begin to accrue.

- (10) Replacement Shipments: If CARRIER is unable to make delivery of a delayed shipment in a timely manner (as determined by BROKER in its sole discretion), BROKER may utilize other carriers to facilitate the movement of delayed shipments, or to ship replacement goods and CARRIER shall be responsible for reasonable and necessary costs and expenses resulting from such delay, including additional costs incurred by BROKER to replacement carriers.
- (11) Theft or Criminal Activity: Whenever CARRIER has reasonable grounds to believe that a loss is the result of theft or other criminal activities, CARRIER will file a report with the appropriate law enforcement authorities providing serial number(s) and other identifying information necessary to assist such law enforcement authorities. Immediately upon such filing, CARRIER shall notify BROKER and submit a copy of the report to BROKER.
- (12) Financial Reports: CARRIER agrees to provide evidence of its financial condition upon request by, and in form acceptable to, BROKER.

B. Receipts and Bills of Lading

- (1) Bill of Lading or Receipt: Each shipment received by CARRIER shall be evidenced by a bill of lading or receipt in a form agreed to by the parties, signed by CARRIER showing the quantity and description of commodities, together with any pertinent shipping instructions. Bills of lading may show BROKER's name in addition to the shipper, consignee and carrier, but shall not identify BROKER as the carrier. Such bill of lading or receipt shall be evidence of receipt of such commodities by CARRIER in apparent good order and condition unless such commodities are not readily observable (contents and condition of contents of packages unknown) or as may be otherwise noted on the face of such receipt. However, the absence or loss of any such bill of lading or receipt shall not relieve CARRIER of its obligations and responsibilities with respect to any services provided hereunder.
- (2) Through bill of Lading: All bills of lading shall be "through bills of lading" to ultimate destination and CARRIER shall be liable to BROKER's Customer for loss, damage or delay in accordance with the terms of this agreement regardless of any separate agreements entered into by CARRIER with connecting carriers, subcontractors, cartage agents, or their parties.
- (3) Delivery Receipt: CARRIER shall obtain an acknowledgement of delivery for all shipments by notation on the bill of lading or a delivery receipt, signed and dated by the consignee. CARRIER agrees to provide signed originals to BROKER to substantiate delivery and billing for the services provided. CARRIER shall retain such records for three years after delivery of the involved shipments or such greater period of time as may be required by federal or state laws, rules or regulations.
- (4) Period of Carrier Responsibility: CARRIER's duties and responsibilities under this Agreement shall commence when CARRIER takes possession and control of Customer's property or upon execution of a bill of lading or receipt by CARRIER, whichever occurs first, and shall not end until the shipment is properly delivered in like good order and condition and the consignee signs the bill of lading or delivery receipt without exception.
- (5) Conflict Between Contract and Bill of Lading: The parties agree that the bill of lading or other form of receipt shall be used solely as a receipt for shipment and to identify the kind and quantity of goods, place of pickup and delivery, shipper and consignee and other information as required by BROKER, or its Customer. It is understood and agreed that, in the event of a conflict between this Agreement and bill of lading, delivery

receipt, or other shipping documentation, the terms, conditions and provisions of this Agreement shall solely determine and govern the rights and obligations of the parties hereto, including among other things, the applicable rates and charges and the liability of CARRIER for cargo loss and damage.

C. Equipment and Drivers

- (1) Lawful Operation: CARRIER shall, at its cost and expense, operate the Equipment in a proper and lawful manner and further agrees to maintain the Equipment in good, safe and lawful operating condition at all times.
- (2) Operating Expenses: CARRIER shall bear the cost and expense of all fuel, oil, tires, parts, road service, maintenance and repairs in connection with the use and operation of the Equipment and which may be required to keep the Equipment in good repair and mechanical condition. Neither BROKER nor its Customer shall be liable to CARRIER for any damage sustained by or to the Equipment or for the loss by confiscation or seizure of the Equipment by any public authority except to the extent damages or loss is attributable to the sole and direct negligence or willful misconduct of BROKER or its Customer.
- (3) Exclusive Control: CARRIER shall have sole and exclusive control over the manner in which CARRIER performs the transportation service provided for hereunder. CARRIER shall utilize such individuals as it may deem necessary in connection therewith, it being understood and agreed that such individuals shall be competent, able and legally licensed and shall be subject to discharge, discipline and control solely and exclusively by CARRIER.

D. Food and Food-Related Products

- (1) High Degree of Care: CARRIER acknowledges that the transportation of food and related products intended for human consumption requires a high degree of care in order to prevent possible adulteration, contamination or degradation of product quality, which could have a detrimental effect on the reputation and image of BROKER or its Customer in the marketplace as well as potential exposure for product liability.
- (2) Laws and Regulations: CARRIER shall comply and shall cause its employees, agents and representatives to comply with all applicable laws and regulations pertaining to transportation of food and food-related products, including, without limitation, the Federal Food, Drug and Cosmetic Act, 21 U.S.C. 301, et seq., and the regulations there under.
- (3) Customer Requirements: CARRIER shall comply with the sanitation and cleanliness standards and requirements of Customers as directed from time to time.
- (4) Suitable Equipment: CARRIER shall provide suitable equipment for the transportation of dry and/or temperature-controlled products, and with such equipment manned by drivers properly trained to handle such commodities. For products requiring temperature control, CARRIER shall ensure that temperature control units are properly operating and maintained at all times, that temperature settings are correct and in accordance with Customer's requirements, as set forth on the shipping order or bill of lading. If temperature requirements are not set forth on shipping documents, CARRIER shall request instructions prior to transporting the shipment.
- (5) Clean Equipment: CARRIER's equipment offered to Customers for loading of the commodities to be transported shall be clean, odor-free, leak proof and free of contamination and infestation and CARRIER shall comply at all times with the provisions of the Sanitary Food Transportation Act of 1990, 49 U.S.C. Section 5701, et seq. and the regulations there under.

- (6) Other Use of Trailers: CARRIER covenants and agrees that no trailer or other vehicle that transports commodities for Customers hereunder shall be used to transport refuse, garbage, trash or solid or liquid waste of any kind whatsoever, whether hazardous or non-hazardous, or any toxic, noxious or odiferous substances.
- (7) Shipper's Seals: If CARRIER is required to use seals by Customer, such seals shall be supplied by Customer after loading, and shall be affixed by Customer to all points of potential entry into CARRIER's equipment. Such seals shall not be removed or replaced without the prior approval of Customer, except when required by customs or other governmental agencies for the purposes of inspection and with appropriate re-sealing.
- (8) Transfer of Product: CARRIER shall not transfer product or goods from one trailer to another without prior express written authorization of BROKER or its Customer.
- (9) Inspection: CARRIER shall comply with Customer's requests to inspect any equipment offered for the transportation of Customer's goods. If requested by Customer, cleaning of Equipment shall be performed and paid for by CARRIER.
- (10) Safety and Related Rules: CARRIER shall comply and cause its employees, agents and representatives to comply with all safety rules, in addition to all other health, security and environmental rules, regulations and policies in force at any of customer's facilities and at any facility or location where product or goods are tendered for transportation or delivered hereunder.
- (11) Contamination: CARRIER further agrees and acknowledges that exposure of product to improper temperatures or to possible contamination by foreign substances may result in rejection by the consignee and render product worthless and/or unsuitable for its intended use, and that such product will require destruction or disposal without any salvage.

E. On-Time Delivery

- (1) Time of the Essence: It is expressly understood by the parties that time is of the essence of this Agreement, and CARRIER agrees to perform all of its obligations hereunder faithfully and timely. If CARRIER defaults in, or fails to perform all of its obligations hereunder within the time stated, BROKER or its Customer may hold CARRIER responsible and liable for all damages suffered as a result of such delay or default.
- (2) Delivery Requirements: BROKER requires and CARRIER agrees to deliver each shipment on or before the day and time specified on Customer's bill of lading or shipping instructions, provided that such specified day and time does not cause CARRIER to operate illegally.
- (3) Notice of Delays: In the event that CARRIER anticipates a late delivery or an inability to make proper delivery for any reason, including, without limitation, a motor vehicle accident, it shall immediately notify BROKER by telephone. "Late delivery" shall mean a delivery more than 15 minutes after the originally scheduled delivery time.

F. Rules Tariff

Special rules apply to all shipments made to, or on behalf of any federal, state or local governmental agency, including but not limited to federal emergency Management Agency (FEMA). All such shipments are subject to the Rules Tariff attached hereto and incorporated herein as an Appendix E. Said Rules are in addition to and supplement the requirements and carrier obligations set forth in this Agreement.

G. Indemnification

CARRIER shall be liable to BROKER and its Customer for, and shall defend, indemnify and hold harmless BROKER and its Customer from and against all loss, damage, expense, including attorney's fees, actions and claims for injury to persons (including injury

resulting in death), damage to property and any special, incidental or consequential loss or damages, arising out of or in connection with any failure by CARRIER to comply with the requirements of this section or in connection with any spoilage, adulteration or contamination of products and damage to the reputation and image of BROKER or its Customer which was caused by or resulted from the negligence of CARRIER or its employees, agents or representatives.

4. RATES AND CHARGES

All rates, charges and rules for transportation services provided hereunder (including charges for accessorial services) shall be agreed to in writing and are to be set forth in a schedule attached hereto as Appendix A and made a part hereof. Rates, charges, and rules (including charges for accessorial services) may be established, modified, adjusted or amended verbally, provided that such rates are promptly confirmed in writing by fax or e-mail and such written confirmations shall constitute an addendum to and shall be considered as part of this Agreement.

5. INVOICES; PAYMENT

- A. CARRIER will invoice BROKER for all agreed to freight and accessorial charges and BROKER will invoice the shipper or consignee, as per separate agreement. As a condition of payment, all freight bills must show BROKER's Rate Confirmation number and must be accompanied by a signed bill of lading and proof of delivery.
- B. CARRIER understands that misrepresentation, or fraud, in billing on shipments to, or on behalf of a federal, state or local governmental agency is a violation of law. CARRIER shall defend, indemnify and hold BROKER harmless against any and all claims, demands, and suits caused by or resulting from any misrepresentation or fraud in billing by CARRIER.
- C. BROKER shall pay carrier within 30 days of receipt of CARRIER's invoice and proof of delivery. It is understood that BROKER is a conduit for payment of the CARRIER's freight charges from its Customers to CARRIER and, as such, BROKER shall serve as the CARRIER's agent for the limited purpose of collecting freight charges. CARRIER agrees that no penalties, loss of discount or interest will be assessed for past due amounts.
- D. In recognition of BROKER's separate contractual relationship with its Customers, CARRIER agrees not to contact or pursue the shipper or consignee for payment owed to CARRIER for freight or accessorial charges for transportation services rendered hereunder, and agrees that it is limited to collecting said charges only from BROKER.
- E. BROKER and its Customer shall have the right to set off claims for loss, damage or delay, and claims for overcharge or duplicate payment, against freight or other charges owed to CARRIER.
- F. CARRIER shall have no lien for the retention of freight to secure payment of freight charges. CARRIER agrees that if it imposes a lien it will cause irreparable damage to the BROKER and/or its Customers, and that BROKER, shipper, consignee or owner of the property transported shall have the right to immediate injunctive relief in addition to any and all other remedies available at law, including but not limited to, the right to reimbursement of reasonable attorneys' fees.

6. OVERCHARGE & UNDERCHARGE CLAIMS

CARRIER shall have 180 days from the date of shipment to file a claim with BROKER for undercharges. BROKER shall have 180 days from the date the original freight bill was received to file a claim with CARRIER for overcharges, except that claims resulting from or based on clerical errors, extension errors, unidentified payments or duplicate payments may be filed by BROKER

at any time. All overcharges, unidentified and duplicate payment claims shall be processed by CARRIER in accordance with 49 CFR Part 378.

7. TIME LIMITS; SUITS FOR FREIGHT CHARGES

Any civil action to recover charges for transportation or service provided by CARRIER must be filed within eighteen (18) months from the date of shipment. Any civil action brought by BROKER to recover overcharges must be filed within eighteen (18) months from the date BROKER receives written declination of its claim.

8. RULES; TARIFF

- A. Applicable Rules: Shipments tendered to CARRIER pursuant to this Agreement shall be subject to the Rules Tariff attached hereto and incorporated herein as Appendix A.
- B. Special Rules: Special Rules apply to all shipments made to or on behalf of any federal, state or local governmental agency, including but not limited to Federal Emergency Management Agency (FEMA). Special Rules are in addition to and supplement the requirements and carrier obligations set forth in this Agreement.
- C. Governing Publications; Incorporation by Reference: Tariffs, service guides or similar publications ("Publications") maintained by CARRIER are not applicable to transportation provided pursuant to this Agreement unless, and to the extent, they are expressly incorporated herein. The parties may, for their convenience, incorporate Publications in whole or in part by reference herein, subject to the following:

Any Publication or part thereof that is to be incorporated herein shall be specifically identified by name, issue date and effective date. The CARRIER shall provide full and complete copies of each and every Publication referred to herein, and a copy shall be attached to this Agreement. Unless an entire Publication is to be incorporated herein, the parties shall specifically identify those sections or items that are to be incorporated, and only those sections or items shall apply. No changes, supplements, reissues, etc. will be effective unless agreed to in the manner provided for amendments of this Agreement in SECTION 18 and CARRIER provides a full and complete copy of such changes, supplements, reissues, etc.

- D. Mileages: Where rates are based on mileage, mileages will be determined through the use of PC Miler 24 (Practical mileage) guide. If such mileage guide provides both point-to-point and Zip-to-Zip Code mileages, the Zip Code mileage shall be used.
- E. Pallet Weights: If freight charges are based on weight, the chargeable weight will not include the weight of pallets, skids or other protective devices.

9. LIABILITY FOR LOSS, DAMAGE OR DELAY

- A. Common Carrier Liability: CARRIER agrees that, in the transportation of all goods hereunder, it assumes the liability of a common carrier for full actual loss, such liability to exist from the time of the receipt of any goods by CARRIER until proper delivery has been made. CARRIER shall not be liable for any loss, damage, injury to, or delay of a shipment caused by an Act of God, the public enemy, the authority of law, the inherent vice of the goods, or the act or default of the shipper, and where the CARRIER is free from negligence, it being understood that the burden to prove freedom from negligence is on the CARRIER.
- B. Claims for Loss or Damage: CARRIER acknowledges that all matters relating to loss, damage or delay to goods are to be handled by directly with the shipper, consignee or owner of the goods. It is understood that BROKER assumes no responsibility for loss and damage claims, but will assist the parties in the facilitation of settlement.

- C. Measure of Damages: The measure of damages for loss or damages shall be: (1) for goods sold to a customer, the invoice price to the customer, or (2) for goods not sold to a customer, the destination market value of the goods.
- D. Additional Damages: CARRIER shall also be liable for reasonable expenses incurred in mitigation of damage, including inspection, sorting, segregating, repackaging and re-shipping, plus a proportion of the freight charge for the whole shipment, equal to the ratio of the weight of lost or damaged goods to the weight of the entire shipment.
- E. Non-Applicability of Tariffs: Irrespective of any provisions in CARRIER's bills of lading, tariffs, service guides or similar publications, CARRIER's liability for loss, damage or delay shall be determined solely by the terms of this Agreement. Any attempts to limit CARRIER's liability by tariff or other provisions incorporated by reference shall be deemed null and void.
- F. Claims; Filing Requirements: A written or electronic notice of claim to CARRIER, containing facts sufficient to identify the shipment and that reasonably informs CARRIER that loss, damage or delay has occurred shall constitute filing a claim.
- G. Claims; Processing: Claims shall be processed by CARRIER in accordance with 49 CFR part 370 (claim regulations) except that all claims shall be paid, settled or disallowed by CARRIER within 60 days of filing. Disallowances shall state a lawful reason for declining to accept responsibility for the claim, and shall be stated by the CARRIER, not its insurer.
- H. Time Limits; Claims for Loss or Damage: The time limit within which BROKER, shipper, consignee, owner of the property, or anyone on their behalf, must file a claim against CARRIER shall be nine (9) months from the date of delivery, or within eleven (11) months of the scheduled delivery in the event of non-delivery.
- I. Time Limits; Suits for Loss or Damage: The time limit within which BROKER, shipper, consignee, owner of the property or anyone on their behalf must institute suit against CARRIER to recover on a claim filed pursuant to this Section shall be two years and day from the date both claimant and BROKER receive a written disallowance of such claim from CARRIER.
- J. Damaged Shipments, Salvage: CARRIER shall not dispose of any damaged product without the prior written consent of Customer. Customer may determine whether the goods may be salvaged, and if salvageable, the value of such salvage. In the event Customer decides that salvage will be neither sought nor allowed, then such goods shall be destroyed and Customer will provide, upon request, a certificate or statement confirming the destruction of such goods. Any salvage receipts shall be credited against Customer's claim, in partial satisfaction of its claim against CARRIER.
- K. Shipper Load and Count: If shipments are loaded and counted by Customer during periods when CARRIER's driver or other representative is not afforded an opportunity to be present during the loading (SL&C), CARRIER will count the goods at the first break-bulk point and any subsequent stop-offs, and report any overage, shortage or damage by phone immediately to BROKER.

10. INSURANCE

- A. General Requirements: CARRIER shall at all times during the term of this Agreement have and maintain in full force and effect, Commercial General Liability, Public Liability, Automobile Liability, Workers' Compensation and Cargo Insurance with reliable insurance companies acceptable to BROKER, and in the following minimum amounts, which amounts may be modified by BROKER subsequently upon thirty (30) days written notice:

- (1) Commercial General Liability Insurance, including Contractual Liability coverage covering liability assumed under this Agreement in the amount of \$1,000,000 per occurrence.
 - (2) Public Liability Insurance, including environmental restoration coverage, which shall comply with the regulations of the FMCSA as set forth in 49 CFR Part 387.
 - (3) Automobile Liability Insurance covering "any auto" including all owned, leased, hired, and non-owned vehicles with limits of at least \$1,000,000 per accident. Such coverage shall include Contractual Liability coverage covering liability assumed by CARRIER under this Agreement.
 - (4) Workers' Compensation Insurance in accordance with all applicable state and federal laws, including Employer's Liability Insurance in the amount of \$500,000 per accident. CARRIER will hold harmless and indemnify BROKER and its Customers for any claim for insurance premium or any claim by any employee of the CARRIER for injuries sustained in the ordinary course of business, including but not limited to, drivers, lumpers, helpers, agents or sub-contractors of CARRIER.
 - (5) Cargo Insurance covering all risk of loss, damage or delay to goods in transit, in a minimum amount of \$100,000 per trailer, container or vehicle. CARRIER's cargo insurance policies shall not exclude coverage for loss from an unattended vehicle or from a trailer detached from a power unit, theft or other criminal acts of CARRIER's employees, or breakdown or failure of mechanical refrigeration equipment. If said policy contains such exclusions, CARRIER shall obtain and furnish an endorsement extending appropriate coverage.
- B. Additional Insured on Public Liability Policy: BROKER shall be named as an "Additional Insured: on the Bodily injury and Property Damage policies.
- C. Certificates of Insurance: Policies: CARRIER shall provide certificates of insurance evidencing the insurance coverage required under this Agreement and that such coverage cannot be altered or cancelled without first giving BROKER thirty (30) days prior written notice.
- D. Self-Insurance: If CARRIER is self-insured, it shall provide evidence of such, including proof of acceptance of self-insurance status by the FMCSA pursuant to 49 CFR Section 387.309
- E. No Representation as to Adequacy: It is expressly understood that BROKER does not represent that the types or minimum limits of the insurance set forth herein are adequate to protect the interests of CARRIER, BROKER or its Customers.

11. INDEMNIFICATION

CARRIER shall indemnify, defend and hold BROKER harmless from and against any and all liabilities, lawsuits, claims, demands, actions and/or causes of action of any kind resulting from, or relating to, or for loss, damage, or delay to any freight transported by CARRIER pursuant to this Agreement including all costs and expenses to defend such claims (including without limitation attorney's fees and court costs). CARRIER further agrees to indemnify, defend and hold BROKER and its Customers harmless from and against any and all liabilities, lawsuits, claims, demands, actions and/or causes of action of any kind resulting from, relating to, or for personal injury (including injury resulting in death) or property damage arising out of, caused by, or which may occur during the operations of CARRIER pursuant to this Agreement.

12. INDEPENDENT CONTRACTOR

The relationship of CARRIER to BROKER shall, at all times, be that of an independent contractor, and nothing in this Agreement shall be construed to create an employee-employer relationship,

a joint-venture relationship, or a principal-agent relationship, except that CARRIER hereby designates BROKER to be its agent for the limited purpose of collecting the agreed-upon freight charges from it's or party responsible for payment. All vehicles and personnel used and employed by CARRIER hereunder shall at all times be under the exclusive control of CARRIER. CARRIER shall not have any power or authority to bind BROKER in any manner.

13. ASSIGNMENT; THIRD PARTY BENEFICIARIES

The rights and obligations of this Agreement hereunder are personal to CARRIER and BROKER and this Agreement shall not be assignable or otherwise transferable by either party, in whole or in part, without the written consent of the other party. Although this Agreement is for the benefit of the parties hereto, it is also intended to protect the interests of BROKER's Customers as third party beneficiaries.

14. NOTICES

Unless otherwise specified, notices hereunder shall be given by registered or certified U.S. Mail, postage prepaid, or by overnight courier service, or by making personal delivery to the parties at the following addresses, or at such other addresses as the parties may from time to time specify in writing:

BROKER:

Jdm Logistix Inc
16W455 S Frontage Rd Suite 115
Burr Ridge IL 60527

CARRIER:

Attention:

A Post Office or courier service receipt showing the deposit of such notice and the date thereof shall be prima facie evidence of the giving of such notice on the date of deposit or transmission.

15. CONFIDENTIALITY

CARRIER agrees that BROKER's compensation hereunder for its services is confidential and need not be disclosed to CARRIER. CARRIER further agrees that it will not reveal to anyone the terms of this Agreement, or the pricing of transportation services or any other details of the business

conducted between CARRIER and BROKER, except as required by law and only then with as much prior notice to the other party as possible under the circumstances.

16. ELECTRONIC DATA INTERCHANGE (“EDI”)

Shipping instructions, bills of lading, delivery receipts, claims for loss, damage, undercharges, or overcharges, and related communications may be transmitted by EDI in such format as may be agreed to by the parties. Each party shall retain or archive such transmissions in a suitable permanent media and shall make print copies of such records available on reasonable request. It is stipulated that records maintained in the manner provided herein shall be admissible for all purposes in the event of dispute or litigation.

17. SOLICITATION OF BROKER’S CUSTOMERS

- A. CARRIER shall not solicit traffic from any shipper, 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) where the traffic of the shipper, consignee or Customer of the BROKER was first tendered to the CARRIER by the BROKER. If CARRIER “back solicits: the BROKER’s Customers and obtains traffic from such Customers in violation of this Section of the Agreement, CARRIER shall be deemed to be in material breach of this Agreement.
- B. As compensation for such material breach, BROKER shall be entitled to receive and CARRIER shall pay a monthly commission in the amount of ten (10%) percent of the monthly transportation revenue billed by CARRIER for such traffic, for a period of eighteen (18) months from the date of the first violation of this Section, and such commissions shall be due and payable within thirty (30) days after the billing date. In the event BROKER is required to engage legal counsel or initiate legal proceedings to enforce the provisions of this Section, CARRIER shall be liable for all reasonable attorneys’ fees incurred in connection therewith.

18. COMPLETE AGREEMENT; SEVERABILITY

- A. This Agreement, including any Rate Confirmations or other addenda hereto constitutes the entire Agreement between the parties and may be modified only as evidenced by written agreement and signed by the parties. If any provision of this Agreement shall be determined to be invalid or unenforceable, the remaining portions of this Agreement shall continue to be operative and in full force and effect.
- B. Subsequent to the execution of this Agreement, further Rate Confirmations or other addenda may be added hereto and shall become a part hereof. All Rate Confirmations or other addenda must be signed by both parties. The parties agree and consent that they shall be bound by facsimile signatures on any Rate Confirmations or other addenda, and that documents containing facsimile signatures shall be deemed original signatures.

19. FORCE MAJEURE

Neither party hereto shall be liable to the other for default in the performance of any of the terms and provisions of this Agreement if caused by fire, strikes or labor disputes, riot, war, Act of God, governmental order or regulation, or other similar contingency beyond the reasonable control of the respective parties; provided, however, that nothing in this Section shall relieve CARRIER from its liability for the loss, damage, or delay to goods shipped as provided in Section 9, and CARRIER’s liability for such claims shall be governed solely by the terms and conditions of that Section.

20. GOVERNING LAW; VENUE

To the extent not governed by the Interstate Commerce Act or other applicable federal statutes, the laws of the State of New York, without regard to conflict of laws principles, shall govern the validity, constructions and performance of this Agreement. All controversies, claims, actions, suits or proceedings arising hereunder shall be brought in the State of New York.

21. BINDING ON SUCCESSORS

The provisions of this Agreement shall be binding upon the heirs, personal representatives, successors, assigns and receivers of the parties.

IN WITNESS WHEREOF, BROKER and CARRIER have caused this Agreement to be executed by their duly authorized representatives on the Effective Date set forth above.

Company:	<u>JDM Logistix Inc</u>	Company:	_____
Name Printed:	_____	Name Printed:	_____
Title:	_____	Title:	_____
Signature:	_____	Signature:	_____

JDM Logistix Inc - QUICK PAY ADDENDUM

This addendum is made to the Brokerage Agreement between JDM Logistix Inc (Broker) and the undersigned Carrier, and to the extent of any conflict this addendum shall control.

Program Summary:

The JDM Logistix Inc Quick Pay Programs are available to qualified motor carriers and establishes new amended payment terms between Broker and Carrier. By electing Quick Pay, Carrier agrees to, and accepts, a percentage discount determined by the Quick Pay program chosen by Carrier on the gross freight charges plus Comdata transaction fees for each shipment due Carrier from Broker. In exchange for the discount of freight charges, Broker agrees to process payment via the specified Quick Pay program, after receipt of proof of delivery (without notation of any exceptions) and Carriers Invoice, along with any and all other paperwork necessary to bill Broker's Customer (the "Required Paperwork"). Carrier agrees and authorizes Broker to deduct the Comdata wire transfer fees and other transmittal fees (such as overnight fees, etc., if incurred) in addition to the percentage discount based on the Quick Pay program chosen by Carrier.

Quick Pay programs and fees:

- 1) Comdata ComCheck – an express code is issued for use with Comdata. ComChecks will be issued the next business day after receipt of "Required Paperwork". The discount % will be 5% of the amount due. In some instances, we will advance money for fuel. However a six percent (6%) discount will apply to such advances. (Please note the carrier is responsible for any fees that may be charged by Comdata, the truck stop or financial entity to cash the Comcheck)
- 2) Expedited Accounts Payable Check (EAPC) – A company check will be processed and mailed within ten (10) days, and is transacted at a two percent (2%) discount of the amount due in addition to any postage charges incurred to mail payment via method other than traditional standard ground delivery.

To qualify, Carrier must have on file with Broker a signed Brokerage Agreement, including this Addendum, completed IRS form W-9, completed Motor Carrier Profile, valid certificate of insurance naming Broker as certificate holder / additional insured (minimum cargo limit \$100,000), and a minimum DOT safety rating of satisfactory. Send Quick Pay documents and questions by email to accounting@jdmlogistix.com or FAX the documents to 708-698-1116.

Conditions and Procedures:

- 1) Upon final and complete delivery to the last scheduled destination, receiver or consignee, Carriers driver must call Broker dispatch to confirm delivery without exception.
- 2) Within 10 days from the date of full and complete delivery, Carrier shall submit to Broker all "Required Paperwork" (LEGIBLE FACSIMILE COPIES ARE ACCEPTABLE, PROVIDED BROKER'S CUSTOMER DOES NOT REQUIRE ORIGINAL PAPERWORK FOR BILLING).
- 3) Upon receipt of "Required Paperwork", Broker shall then have the option to pay Carrier the amount due on the applicable shipments, which shall not exceed the agreed charges stated on the Load Confirmation/Quote Sheet less the applicable Quick Pay program percentage discount, fees and postage.
- 4) Overages, shortages and damages ("OS&D") loads are not eligible for Quick Pay.

Company Name: _____

Signature: _____

Title: _____

Printed Name: _____

Date: _____

16W455 S Frontage Rd Ste 111 | Burr Ridge IL 60527 | Phone- 708-467-9100 | Fax- 708-688-1116

REMIT TO ADDRESS: 16W455 S FRONTAGE RD STE 115, BURR RIDGE IL 60527 |

ACCOUNTING@JDMLOGISTIX.COM

WWW.JDMLOGISTIX.COM

JDM LOGISTIX INC - HAZARDOUS MATERIALS REQUIREMENTS FORM

With respect to the transportation of hazardous materials or waste requiring vehicle placarding under 49 C.F.R. Part 181, Broker and Carrier agree that the following additional provisions shall apply for all such shipments:

- 1) Carrier represents and warrants that it has obtained all necessary federal permits and registrations to transport hazardous materials or waste in interprovincial, interstate and/or intrastate commerce. Upon request, Carrier shall provide Broker with a copy of all such federal and state permits and registrations. Additionally, Carrier agrees to notify Broker immediately upon any revocation or suspension of Carrier's state or federal hazardous material permits or registrations as well as the suspension or revocation of Carrier's "Satisfactory" DOT safety rating, as satisfactory rating is prerequisite to providing transportation for hazardous materials under this Agreement.
- 2) Carrier represents and warrants that all drivers used to transport hazardous material shipments have undergone the necessary training requirements of state and federal laws, including, but not limited to, the training requirements under 49 C.F.R. Part 126(F). Carrier further warrants and certifies that all drivers used to transport hazardous material have the proper endorsements on their Commercial Driver's License to legally transport such shipments. Carrier further agrees to comply with all federal, states and local laws regarding the transportation of hazardous materials, including, but not limited to, the requirements specified under 49 C.F.R. Part 181 and Part 397.
- 3) Carrier shall procure and maintain, at its sole cost and expense, public liability and property damage insurance with a reputable and financially responsible insurance company insuring Carrier in an amount of not less than \$5,000,000 (U.S. Dollars) per occurrence. Such insurance policy shall name Broker and Carrier as insureds with respect to any and all liabilities for personal injuries (including death) and property damage, including environmental damage due to the release of a hazardous material or waste, arising out of the ownership, maintenance, use or operation, including loading or unloading, of the equipment operated by Carrier under this Agreement.

Effective Date: _____

Company: JDM LOGISTIX INC _____

Company: _____

Name Printed: _____

Name Printed: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

JDM LOGISTIX INC - INFOPACK

GeneralInfo

JDM LOGISTIX INC

MC #: 958152 FEIN:81-1570804 SCAC: JDMG

Contacts

Accounts Payable accounting@jdmlogistix.com

PHONE: 708-467-9100

FAX: 708-688-1116