

OT Logistics

Freight Transportation

Main Office: 407 16TH Street Pacific Grove, CA 93950

Office: 831.233.3379

Fax: 831.233.3288

FEDERAL ID# 82-5236208

MC # 471496

DOT # 2231482

NEW CARRIER SETUP

OT Logistics welcomes your interest in becoming an approved Carrier for our company. We are confident you will find OT Logistics an easy company to do business with. The attached carrier packet includes information about OT Logistics along with various forms that you will need to fill out in order to be processed.

The following documents must be completed and faxed or emailed back OT Logistics LLC to 831 - 233-3288 before the truck can be dispatched.

1. Signed Carrier-Broker Agreement, invoicing Procedure document, and Payment authorization form.

2. Copy of Certificate of insurance or Policy of both CARGO and LIABILITY Insurance

3. W9 {Please include in this packet}

4. Contract or Carrier Authority issued by FMCSA

5. Carrier form, COMPLETED with your information. Factoring company address and phone number if applicable.

6. Copy of broker authority from FMCS if applicable.

7: Haz-mat Certificate if applicable

8. Workman's compensation certificate, or waiver

9. **Email packet back to Carriers@Ot-logisticsllc.com or fax 831-233-3288



CARRIER PROFILE SHEET

General

Company Name: _____

Main Contact _____ Main Contact Email Address: _____

Dispatcher: _____ Dispatcher Phone# _____

MC# _____ DOT _____ # of Years in Business: _____

Physical Address: _____

City: _____ State/Providence _____ Postal Code _____

Phone # _____ Fax # _____

Website: _____

Billing Address if different from above: _____

City: _____ State/Providence _____ Postal Code _____

Remit to Email Address: _____

Organization type: Individual/Sole proprietor Corporation Partnership LLC

Federal Safety Rating _____

Agent working with you: _____

Equipment Type(s):

 Flats _____ Step decks _____ Vans _____ Reefers _____ Other

Main Lanes Used: _____

Lanes Needing Help: _____

Bank information (*Deposit Only*)

Bank Name: _____

Name on Account _____

Type of Account: Business Personal Checking Savings

Routing # _____

Account # _____

Please notify us in writing if there are any changes to the information provided above. This will enable us to input your company into our system accurately and rapidly.

Signature

Name _____

Signature _____

Date _____



PAYMENT OPTIONS

Please initial to show you understand and agree with the following:

_____ A Scan copy of signed BOLs must be turned in via EMAIL within 24hr of delivery, failure to do so may result in penalty of 2% of the load value

_____ All invoices must be turned in with its corresponding OT Logistics trip number within seven days of delivery for prompt processing.

_____ All lumper receipts must be turned in with its corresponding BOLs within 24 hrs of delivery clearly indicating which OT Logistics trip number it belongs to. Failure to do so may result in non-reimbursement of lumper.

_____ Never, under any circumstances, write on the original BOLs. Failure to comply WILL delay your payment.

_____ Quick Pay for BOL's received before 12pm will be processed on the same day. BOL's received after 12pm will be processed the next business day.

_____ Once EFS codes are given to payee or their representatives, payee will become solely responsible for it. Payee will have 3 opportunities to cash the entire code. Failure to do so after the third transaction will render the code unusable and at which point payee must contact our office to have another code issued for the remaining amount minus a \$20 fee. In the unlikely event that there are issues cashing the code, please contact EFS first. If the problem continues after having called EFS, please contact us.



INVOICING PROCEDURE

ALL POD's MUST BE FAXED WITHIN 24Hrs of delivery to FAX 831-233-3288 or email to invoicing@OT-Logisticsllc.com

REMIT ALL INVOICES TO

OT LOGISTICS, LLC
407 16th Street
Pacific Grove, Ca 93950

Required Documentation:

1. Correct Invoice
2. Signed Bill of Lading and proof of delivery and lumper receipt (if applicable)
3. Signed OT Logistics rate confirmation sheet
4. OT Logistics reference number on Invoice
5. All in and out gate interchanges (if applicable)

Original Paper Work

Please note OT Logistics might require original paperwork for certain customers.

OT Logistics requires CLEAR SCAN paperwork for all quick pay options

Advances:

All Com Checks given to carriers requires a \$25 com check fee per every \$1,001. \$50 per every \$1,001- \$2001. \$75 Per Every \$2001 and above.

Standard Pay-No Charge

Paper Check: Payment will be mailed 25 days from receipt of Original Bill of Lading.

Direct Deposit: An electronic deposit will be initiated twenty-eight (28) days upon receipt of all necessary paperwork. **Please attach a copy of a voided check to this document.**

Next Day Quick Pay- 4% Fee // 7 day Quick pay 3% fee

EFS Money Code: code will be ready within 2-3 hours

The standard time for payment processing is 25 days after we receive the carrier invoice with clear scan of signed BOL's. For quick pay, the processing time is between 2 to 3 hours. However, both times may vary depending on the time it takes the Broker to resolve any issues stated on the BOL. Any paperwork received after 12PM, will be processed the next business day. All loads must have a OT LOGISTICS Trip Number for prompt processing.

We also provide advances up to 40% of the load rate. Advances will incur a 5% fee on the amount given as advance.

Please initial your acknowledgement: _____ Date: _____

I authorize OT Logistics and their factoring company to deposit payment for services rendered or goods provided directly into my account at the financial institution listed below. If OT Logistics erroneously deposit funds into said account, I authorize OT Logistics and the financial institution to initiate the necessary transaction(s) necessary to correct the error. This authorization will remain in effect until OT Logistics has received written notification from me of its termination and OT Logistics has had reasonable opportunity to act upon it.

Authorized by: _____

Print: _____

Please Attach VOIDED CHECK here for ACH Payment.

Insurance Request Form

To: _____
Carrier's insurance Agent

Insured: _____
Carrier's Company Name/ Insured's Name.

RE: Certificate of Insurance

Dear Insurance Agent:

This fax is to request a signed certificate of insurance on the above name insured. The certificate should list the carrier coverage for cargo & auto liability. The Certificate requires the following information:

1. Auto Liability: \$1,000,000 Minimum coverage
2. Cargo liability \$100,000 Minimum Coverage
3. The Following listed as **certificate holder** or **additional insured** with a **30-day cancellation Notice.**

OT LOGISTICS, LLC
407 16TH Street
Pacific Grove, CA 93950
Office: 831 233 3379
Fax: 831 233 3288

****Please Fax back the signed certificate to 831-233-3288 Or email to Carriers@ot-logisticsllc.com**



Workman's Compensation Waiver

I am an independent contractor doing business as _____

I am performing work as an independent contractor for OT Logistics, LLC

I am not the employee of OT Logistics, LLC. For workers' compensation purposes therefore, I am not entitled to workers' compensations benefits from OT Logistics, LLC.

I understand that if I have any employees working for me, I must maintain workers' compensation insurance on them.

Signature

Date

Insurance Carrier

Date

This Broker-Carrier Agreement ("Agreement") is entered into on _____ (Effective Date") by and between **OT LOGISTICS, LLC** ("Broker"), and _____ [Enter Carrier Name], MC# _____ a Registered Motor Carrier ("Carrier"); collectively, the "Parties".

1. Carrier Represents and Warrants that It:

- A. Is a Registered Motor Carrier of Property authorized to provide transportation of property under contracts with shippers and receivers and/or brokers of general commodities and will maintain such authority during the term of this Agreement.
- B. Shall transport the property, under its own operating authority and subject to the terms of this Agreement and the Customer's requirements.
- C. Makes the representations herein for the purpose of inducing Broker to enter into this Agreement.
- D. Will not insert, or authorize anyone else to insert, Broker's name on a bill of lading as the shipper or Carrier without the Broker's express written consent. In addition, Carrier agrees that a Shipper's insertion of Broker's name as the carrier on a bill of lading shall be for the Shipper's convenience only and shall not change Broker's status as a property broker nor Carrier's status as a motor carrier.
- E. Will not re-broker, double broker, assign or interline the shipments hereunder. If Carrier cannot handle the load with its own drivers, Carrier agrees to inform Broker before picking/delivering at its customer(s). If Carrier breaches this provision, (1) such breach shall be considered a material breach of this Agreement; (2) Broker may, at its option, terminate this Agreement immediately upon written notice to Carrier; (3) Carrier shall remain responsible for fulfillment of all of Carrier's obligations, including, without limitation, Carrier's obligations relating to documentation, service, equipment, compliance with law, indemnification, and loss, damage and delay; and (4) Broker shall have the right of paying the monies it owes Carrier directly to the delivering carrier, in lieu of payment to Carrier. Upon Broker's payment to the delivering carrier, Carrier shall not be released from any liability under this Agreement. IN ADDITION TO THE INDEMNITY OBLIGATIONS HEREIN, CARRIER SHALL INDEMNIFY AND DEFEND BROKER AND THE CUSTOMER AND BROKER'S AND THE CUSTOMER'S OFFICERS, DIRECTORS, AND EMPLOYEES, INCLUDING CONSEQUENTIAL DAMAGES, FROM (I) CLAIMS ARISING FROM THE CONDUCT OF THE UNAUTHORIZED CARRIER OR OTHER PARTY, AND (II) ANY CLAIMS BY AN UNAUTHORIZED CARRIER OR PARTY FOR FREIGHT, ACCESSORIAL OR ANY OTHER CHARGES. CARRIER WILL BE LIABLE FOR CONSEQUENTIAL DAMAGES FOR VIOLATION OF THIS SECTION.
- F. Is in, 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: training of drivers, transportation of Hazardous Materials, (including the licensing and training of Hazmat qualified 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, and hours of service regulations; sanitation, temperature, and contamination requirements for transporting food, perishable, and other products, qualification and licensing and

training of drivers; implementation and maintenance of equipment safety regulations; maintenance and control of the means and method of transportation including, but not limited to, performance of its drivers; all applicable insurance laws and regulations including but not limited to workers compensation.

G. Is solely responsible for any and all management, discipline, direction and control of its employees, owner/operators, and equipment with respect to operating within all applicable federal and state legal and regulatory requirements to ensure the safe operation of Carrier's vehicles, drivers and facilities. Carrier and Broker agree that safe and legal operation of the Carrier and its drivers shall completely and without question govern and supersede any service requests, demands, preferences, instructions, and information from Broker or Brokers customer with respect to any shipment at any time.

H. Will not consolidate shipments if Carrier and Broker agree that compensation will be based on a direct rate. Carrier understands and agrees that Broker may reduce Carrier's compensation if Carrier consolidates a shipment with an agreed direct rate.

I. Will provide prompt, reliable service and maintain good communications with Broker as to the status of pending loads. (*The rates agreed upon by Carrier and Broker are based upon an understanding that Carrier will provide timely service and keep Broker informed of the status of pending loads. When carriers fail to provide timely service and fail to keep Broker apprised of the load status, it affects Broker's operations and poses harm to its customer relations. Accordingly, failure to comply with the representations and agreements contained herein are of reduced value to Broker and will result in a reduction of fees, as indicated below.)

J. Will notify Broker immediately if its federal Operating Authority is revoked, suspended or rendered inactive for any reason; and/or if it is sold, or if there is a change in control of ownership, and/or any insurance required hereunder is threatened to be or is terminated, cancelled, suspended, or revoked for any reason.

K. SHALL DEFEND, INDEMNIFY AND HOLD BROKER AND ITS SHIPPER CUSTOMER HARMLESS FROM ANY CLAIMS, ACTIONS OR DAMAGES, ARISING OUT OF ITS PERFORMANCE UNDER THIS AGREEMENT, INCLUDING CARGO LOSS AND DAMAGE, THEFT, DELAY, DAMAGE TO PROPERTY, AND PERSONAL INJURY OR DEATH. THIS DEFENSE, INDEMNIFICATION, AND HOLD HARMLESS REQUIREMENT SHALL APPLY WHERE CARRIER IS CONCURRENTLY LIABLE WITH BROKER AND/OR ITS SHIPPER CUSTOMER. The obligation to defend shall include all attorney fees, expert witness fees, and all other costs of defense as they accrue. Shipper Customer is an intended third party beneficiary. The aforementioned obligations shall survive the expiration or earlier termination of this Agreement.

L. Will notify Broker in writing immediately if its safety rating issued by the Federal Motor Carrier Safety Administration (FMCSA), U.S. Department of Transportation, is changed to "Unsatisfactory" or "Conditional"

M. Authorizes Broker to invoice Carrier's freight charges to shipper, consignee, or third parties responsible for payment.

2. Broker Responsibilities:

A. Shipments, Billing & Rates: It is expressly understood and agreed that Broker is not required to offer any particular load or number of loads to Carrier and does not guarantee any specific number of shipments under this agreement.

B. Broker:

agrees to conduct all billing services to shippers. Carrier shall invoice Broker for Carrier's charges, as mutually agreed in writing, by fax, or by electronic means, contained in Broker's Load Confirmation Sheet(s) incorporated herein by this reference. Additional rates for truckload or LTL shipments, or modifications or amendments of the above rates, or additional rates, may be established to meet changing market conditions, shipper requirements, Broker requirements, and/or specific shipping schedules as mutually agreed upon, and shall be confirmed in writing (or by fax) by both Parties. Any such additional, modified, or amended rates, changes in rates shall automatically be incorporated herein by this reference. Broker and its customer shall have the right to offset any claims or damages with pending invoices owed to Carrier, including amounts Carrier assigns, delegates, or otherwise transfers to a third party, including, but not limited to, factoring companies and other collections-service companies. In addition to Broker's right to offset against amounts Broker owes Carrier, in the event Carrier fails to pay damages, claims, or other expenses set forth herein, (1) Carrier shall be required to provide Broker advanced notice of all future transportation services that Carrier provides to other parties, until the damages, claims, or other expenses have been repaid, (2) Carrier shall be required to submit all of Carrier's invoices for freight charges to Broker with supporting documentation so that Broker may invoice Carrier's customer, until the damages, claims, or other expenses have been repaid, (3) Carrier assigns to Broker the right to collect payment for Carrier's services and apply the payment to the amounts Carrier owes Broker (including attorney fees), (4) Carrier grants to Broker a lien in the charges for such services, and (5) Carrier shall hold Broker harmless for enforcing these terms.

C. Rates:

Additionally, any rates, which may be verbally agreed upon, shall be deemed confirmed in writing where Carrier has billed the agreed rate and Broker has paid it. All written confirmations of rates, including confirmations by billing and payment, shall be incorporated herein by this reference. Rates or charges, including but not limited to stop-offs, detention, loading or unloading, fuel surcharges, or other accessorial charges, released rates or values, or tariff rules or circulars, shall only be valid when specifically agreed to in a signed writing by the Parties.

D. Payment:

i. Carrier agrees that Broker is the party that will pay Carrier for services provided that are due, and for which Carrier is in compliance with this agreement, that Carrier shall have no right or claim against any Shipper or any consignor or consignee or any other party other than the Broker for any of its charges, and that, under no circumstance, will Carrier seek payment from, or bring suit against, the shipper or consignee unless the shipment is identified as "collect" on the Bill of Lading, or Broker gives express written consent to Carrier prior to any attempt by Carrier to seek payment from, or bring suit against, the shipper. Carrier shall be liable for any attorney fees or consequential damages incurred by Broker, Brokers Customer or the Consignee as a result of carrier's breach of this provision of this agreement.

ii. Carrier hereby authorizes Broker to deduct from any amount due to Carrier pursuant to this Agreement or any other agreement between the parties, any amount which may be payable as a result of cargo damage or other claim by Carrier to Broker or Broker's customer, and any amount for which Broker may become liable to third parties by reason of Carrier's actions or omission, performance or failure to perform Carrier's obligations under this Agreement, Broker may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim.

- E. Bond: Broker shall maintain a surety bond /trust fund on file with the Federal Motor Carrier Safety Administration (FMCSA) in the form and amount not less than that required by that agency's regulations.
- F. Broker Responsibility: Broker's responsibility is limited to arranging for, but not actually performing, transportation of a shipper's freight. In no event will Broker be liable for lost profits or consequential damages, of any kind.

3. Carrier Responsibilities:

- A. Equipment: Carrier agrees to provide the necessary equipment and qualified personnel for completion of the transportation services required for Broker and/or its customers. Carrier agrees that all motor vehicles, including trailers, used to transport product hereunder shall be in good and suitable operating condition so as to avoid any loss of or damage to product in loading and unloading or while in transit. 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. Â§261.1 et. seq. Carrier agrees that it will undertake all reasonable efforts to transport and deliver all shipments in good condition, with reasonable dispatch, and in accord with any special requirements of shipper, or as otherwise agreed in writing. Except in the case of *Force Majeure*, Carrier will be responsible for any additional costs incurred upon Broker when replacement services are required.

- B. Bills of Lading:

- i. Carrier shall issue a bill of lading in compliance with 49 U.S.C. Â§80101 et seq., 49 C.F.R. Â§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 responsible/liable for the freight when it takes/receives possession thereof, and the trailer(s) is loaded, regardless of whether a bill of lading has been issued, and/or signed, and/or delivered to Carrier, and which responsibility/liability shall continue until delivery of the shipment to the consignee and the consignee signs the bill of lading or delivery receipt. Any terms of the bill of lading (including but not limited to payment terms, released rates or released value) inconsistent with the terms of this Agreement shall be ineffective. Carrier's failure to issue a bill of lading or sign a bill of lading acknowledging receipt of the cargo shall not affect the liability of Carrier.

ii. Carrier agrees that any receipt or Bill of Lading issued by it shall serve only as a receipt for the goods (and not as the contract of carriage nor as evidence of title) and that no other provision of a Bill of Lading's terms and conditions shall apply, (including, but not limited to, any provision purporting to "incorporate by reference" provisions of other publications such as the Carrier's private tariffs, the National Motor Freight Classification, or the Uniform Straight Bill of Lading) and that all transactions between Broker and Carrier shall be governed by the Contract between Broker and Carrier, provided however that the Bill of Lading may also contain instructions or specifications of the Shipper or Consignor pertaining to the transportation of the goods covered by the Bill of Lading which the Carrier agrees to follow or perform by issuing its Bill of Lading. Carrier agrees the insertion of Broker's name on a receipt or Bill of Lading, in the space used to designate the carrier, is solely for the convenience of the shipper or consignor and such insertion shall not alter Broker's status as a property broker nor cause Broker to be deemed a carrier.

iii. Carrier agrees that when the Bill of Lading or other shipping document specifies that the shipment is "collect" only Consignee will be liable for freight charges (regardless of whether Shipper or Consignor signed a "no recourse provision" on the Bill of Lading) and Carrier agrees to collect freight charges from Consignee. Carrier agrees that Shipper or Consignor will be held harmless from any freight charges unless Shipper and Carrier or Consignor and the Carrier agree otherwise in writing. Carrier may decline to make delivery of the shipment without payment by Consignee.

- C. Delivery: Carrier shall provide immediate notice to Broker if Carrier is delayed for any reason, including, but not limited to, vehicular problems, traffic, illness, or weather conditions. Carrier will be responsible for any delay damages or consequential damages incurred as a result of Carrier's failure to meet appointment times, delay, and/or failure to keep Broker and its customer aware of the status of delivery.
- D. Delivery Confirmation: Carrier shall provide Broker with a copy of Proof of Delivery within 4 days of delivery. Carrier understands and agrees that failure to timely submit proper documentation affects Brokers ability to collect payment and causes additional administrative costs to be incurred. Accordingly, Carrier agrees that Broker may reduce Carrier's compensation if Carrier fails to provide Broker with a copy of Proof of Delivery within 4 days of delivery. Carrier shall not be paid for the delivery until Carrier provides the signed confirmation to Broker.

E. Loss & Damage Claims:

i. Carrier shall comply with 49 C.F.R. §370.1 et seq. and any amendments and/or any other applicable regulations adopted by the Federal Motor Carrier Safety Administration, U.S. Department of Transportation, or any applicable state regulatory agency, for processing all loss and damage claims and salvage, provided however, that Carrier shall have no right to determine whether goods may be disposed of or salvaged; and

ii. Except to the extent inconsistent with the express terms of this agreement, Carrier agrees recoverable damages for any cargo damage, loss, or theft from any cause shall be determined under

the Carmack Amendment, 49 USC § 14706. The shipper or cargo owner will determine whether to repair, repackage, salvage, or scarp the damaged cargo. To the extent that the shipper or cargo owner disallows salvage, Carrier waives any claim to salvage value. Carrier understands and agrees that the amount and extent of damage may be the full invoice price charged by the shipper/cargo owner to its customers for the kind and quality of the cargo lost, damaged, or stolen, including taxes, fees, and other charges, as determined in the sole discretion of the shipper or cargo owner.

iii. Special Damages: Carriers indemnification liability 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 herein. To the extent that this provision allowing Broker and its Shipper Customer to recover attorney fees conflicts with the Carmack Amendment, 49, U.S.C. §14706, the Carrier expressly waives the protections of the Carmack Amendment.

iv. Notwithstanding the terms of 49 CFR 370.9, Carrier shall pay, decline or make settlement offer in writing on all cargo loss or damage claims within 30 days of receipt of the claim. Failure of Carrier to pay, decline or offer settlement within this 30 day period shall be deemed admission by Carrier of full liability for the amount claimed and a material breach of this Agreement.

F. Insurance:

i. Carrier agrees to procure at its sole cost and expense and maintain throughout the term of this Agreement the minimum insurance coverages set forth below, unless otherwise agreed in writing between the Parties. All insurance companies providing the required coverages must have an AM Best rating of (AVII) or greater.

Coverage	Policy Limits
Automobile Liability (including hired and non-owned vehicles). Policy must be endorsed with form CA 9948 Broadened Pollution	\$1,000,000
Commercial General Liability	\$1,000,000 occurrence \$2,000,000 aggregate
All Risk Cargo Liability (no unattended vehicle exclusion)	\$100,000 per shipment
Worker's Compensation	As required by law or by Shipper

NOTE: Automobile Liability and Cargo Liability insurance policies shall provide for a maximum deductible of \$1,000.00.

ii. Carrier must submit proof of proper insurance to Broker for loads with cargo values in excess of those required by this Agreement. Carrier's failure to submit proof of insurance for higher value loads shall not limit Carrier's liability in any way.

iii. Carrier agrees with the following terms, and Carrier shall cause its insurance provider to comply with following terms: (1) Broker and its Customer shall be named as additional insureds, on a primary and noncontributing basis, on all of the aforementioned insurance policies (except the worker's compensation insurance policy), (2) Carrier's insurance shall be primary and required to respond and pay prior to any other available coverage, (3) Carrier, Carrier's insurer(s) and anyone claiming by, through or under Carrier shall have no claim, right of action, or right of subrogation against Broker, Broker's Affiliates ("Affiliates" is defined as another organization or partnership with common ownership, management, facilities, employees, equipment or interests), or its Customer based on any loss or liability insured under the insurance referenced in this Section, and (4) Carrier and Carrier's insurer shall give Broker 30 days advance written notice to the effective date of any cancellation, termination, or material modification to any of the aforementioned insurance policies. Carrier shall provide Certificate(s) of Insurance to Broker identifying the terms required under this Section.

iv. Failure of Broker to demand a certificate of insurance or failure of Broker to identify a deficiency in the Carrier's certificate of insurance shall not be construed as a waiver of Carrier's obligation to maintain such insurance. It is expressly understood that Broker does not represent that the coverage and limits of the insurance set forth herein will necessarily be adequate to protect the Carrier, and such coverage and limits shall not be deemed a limitation on Carrier's liability under this Agreement.

v. Carrier's insurance shall not include exclusions or restrictions that have not been made known to Broker in writing or that would not be accepted by DOT in a filing under 49 U.S.C. §13906. The insurance policies shall comply with minimum requirements of the Federal Motor Carrier Safety Administration and any other applicable regulatory state agency. Nothing in this Agreement shall be construed to limit or avoid Carrier's liability due to the sufficiency of Carrier's insurance, any exclusion or deductible in any insurance policy or based on the minimum amount of insurance coverage required under this Agreement.

G. Assignment of Rights: Carrier automatically assigns to Broker all its rights to collect freight charges from Shipper or any responsible third party on receipt of payment from Broker.

H. Liens: Carrier agrees to waive any lien it may have upon any shipment transported and that it will not permit any lien to attach to any freight transported hereunder. If freight transported hereunder should become subject to any lien or adverse claim caused by Carrier's failure to

comply with the preceding sentence, then the Broker and/or Broker's customer may take any action available to them for the purpose of procuring a release of such lien or adverse claim. Carrier shall reimburse Broker and Broker's customer on demand for all costs including, without limitation, investigation costs, legal fees and disbursements, incurred by Broker and/or Broker's customer in taking such action.

I. Acceptance of Load: **If for any reason your company/driver is not able to comply with the terms of this agreement or applicable safety regulations, do not accept the load.**

J. Schedule Changes: Any scheduling changes must be made through Broker.

K. Selection of Drivers: Carrier shall provide drivers who are properly licensed, trained and monitored to be in complete compliance with the FMCSA's regulations regarding hours of service, physical condition and all other requirements of said regulations. Broker shall have no duty to select, instruct or supervise Carrier's drivers, or to check a driver's logs or its status of compliance with FMCSA's hours of service or other regulations before tendering a shipment to Carrier, said duties being the sole obligation of Carrier. Carrier assumes full responsibility and liability for payment of the following items: all applicable federal, state, and local payroll taxes, taxes for unemployment insurance, old age pensions, workers' compensation, and social security with respect to persons engaged in the performance of its transportation services hereunder. Broker shall not be liable for any of the payroll-related tax obligations specified above and **CARRIER SHALL INDEMNIFY, DEFEND AND HOLD BROKER HARMLESS FROM ANY CLAIM OR LIABILITY IMPOSED OR ASSERTED AGAINST BROKER FOR ANY SUCH OBLIGATIONS.** The aforementioned obligations shall survive the expiration or earlier termination of this Agreement.

L. Perishables, food products, and produce.

i. Carrier shall comply with all of Broker's and Shipper's instructions as to temperature and transportation requirements, including, but not limited to continuous temperature setting. In the event there is a discrepancy between Broker's and Shipper's instructions (for perishables, food products, produce, or any other cargo), Carrier shall notify Broker immediately and shall not transport the property until Broker has advised Carrier of the appropriate instructions. In the event Carrier fails to comply with the terms of the Section and the cargo is lost, damaged, or otherwise rejected for any reason, Carrier shall be liable for the full value of the load.

ii. Carrier warrants that they will maintain adequate fuel levels for the refrigeration or heating unit and assume full liability for claims and expenses incurred by the Broker or the shipper for failure to do so.

iii. Carrier will verify that the equipment is suitable for the transportation of produce, food, dairy & milk products for human or animal consumption, as well as for other perishables, and will comply with all applicable laws and regulations, including maintenance of permits and record keeping requirements, for food, dairy & milk transporters. Carrier warrants that the Carrier will inspect or hire a service representative to inspect a vehicle's refrigeration or heating unit as necessary to prevent unsanitary conditions and reliable operations of equipment. Carrier warrants

that they shall maintain a record of each inspection of refrigeration or heating unit and retain the records of the inspection for a least one year. Copies of these records must be provided upon request to the carrier's insurance company and Broker. Each unit will maintain temperature data loggers in good working condition and provide the temperature readings upon request.

iv. Carrier will inspect all empty equipment before loading to determine whether it is in apparent good condition (i.e., it appears to be sound, roadworthy, clean, odor-free, dry, leakproof and free of contamination or infestation) to protect the cargo being transported, will reject any equipment that is not in apparent good condition, clean and disinfected and will immediately (no later than 60 minutes) inform Broker of its rejection. Carrier acknowledges that if Carrier fails to inspect the equipment when it has the opportunity to do so, Carrier assumes liability related to such failure, for damage or loss to product cargo transported in such equipment.

4. Miscellaneous:

A. Independent Contractor: It is understood and agreed that the relationship between Broker and Carrier, Carrier's employees, agents, and representatives is that of independent contractor and that no employer/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. Carrier shall be the sole party responsible for proper compensation, benefits, and insurance coverage for its employees, contractors, agents, and representatives, and **WILL DEFEND, INDEMNIFY AND HOLD BROKER AND BROKERS SHIPPER CUSTOMER HARMLESS FROM ANY CLAIMS RELATED TO INJURY, COMPENSATION, BENEFITS, AND INSURANCE COVERAGE TO CARRIER'S EMPLOYEES, CONTRACTORS, AGENTS, AND REPRESENTATIVES.**

B. Non-Exclusive Agreement: Carrier and Broker acknowledge and agree that this contract does not bind the respective Parties to exclusive services to each other. Either party may enter into similar agreements with other carriers, brokers, or freight forwarders.

C. Waiver of Provisions:

i. Failure of either Party to enforce a breach or waiver of any provision or term of this Agreement shall not be deemed to constitute a waiver of any subsequent failure or breach, and shall not affect or limit the right of either Party to thereafter enforce such a term or provision.

ii. This Agreement is for specified services pursuant to 49 U.S.C. Â§14101(b). To the extent that terms and conditions herein are inconsistent with the Carmack Amendment, 49 U.S.C. 14706 or Part (b), Subtitle IV, of Title 49 U.S.C. (ICC Termination Act of 1995), the Parties expressly waive any or all rights and remedies they may have under the Act.

D. No Back Solicitation:

i. Carrier and Carrier's Affiliates shall not solicit, hire, contract with, employ, or accept business from any employee, contractor or agent associated with Broker or Broker's Affiliates during the term of this Agreement and for a period of 12 months following termination of this agreement for any reason, without Broker's prior written consent.

ii. During the term of this Agreement for a period of 12 months following termination of this agreement for any reason, Carrier and Carrier's Affiliates shall not directly or indirectly call on, solicit, attempt to do business with, accept business from, or otherwise perform or attempt to perform any freight transportation, freight brokerage, or similar services for any Customer of Broker, for Carrier's benefit or for the benefit of any other individual or entity, without obtaining Broker's prior written consent. For purposes of this provision, Customer means any individual or entity, including without limitation, shippers, consignors, consignees, freight forwarders, and third-party brokers and logistics providers, which Broker and/or Broker's Affiliates provide services to or which Broker and/or Broker's Affiliates invest time, money, or other resources in attempting to secure an agreement to provide services to, at any time before the termination of this agreement, whether such services are to be provided directly, indirectly, on behalf of another, or through one or more intermediaries, and without regard to whom Broker contracts directly with or whom Broker receives payment directly from.

iii. If Carrier breaches this provision, Broker shall be entitled to a commission of 20% of the gross transportation revenue (as evidenced by freight bills) received by Carrier for the transportation of said freight as liquidated damages, for a period of 12 months following delivery of the last shipment transported by Carrier under this Agreement. Additionally, Broker may seek mandatory or prohibitory injunctive relief without bond, and in the event it is successful, Carrier shall be liable for all costs and expenses incurred by Broker, including, but not limited to, reasonable attorney's fees.

iv. If Carrier has a prior, ongoing relationship with any Customer of Broker, Carrier shall, as a condition precedent to asserting any defense related to the prior relationship, give written notice of said relationship to Broker and obtain from Broker a written exception prior to accepting the first load from Broker under this agreement.

E. Confidentiality: In addition to Confidential Information protected by law, statutory or otherwise, the parties agree that all of their financial information and that of their 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. In the event of violation of this Confidentiality paragraph, the Parties agree that the remedy at law, including monetary damages, may be inadequate and that 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 violating Party shall be liable for all costs and expenses incurred, including but not limited to reasonable attorney's fees.

F. Modification of Agreement: This Agreement may not be amended, except by mutual written agreement, or the procedures set forth herein.

G. Notices: All notices provided or required by this Agreement, shall be made in writing and delivered by personal delivery, certified mail with return receipt requested, to the addresses shown herein, or by fax to the fax number indicated below or to the email address indicated below. Notices sent as required hereunder, to the addresses shown in this Agreement shall be deemed sent to the correct address, unless the Parties are notified in writing of any changes in address. The Parties shall promptly notify each other of any claim that is asserted against either of them by anyone arising out of the Parties performance of this Agreement.

H. Contract Term: The term of this Agreement shall be one year from the date hereof and thereafter it shall automatically be renewed for successive 1 year periods, unless terminated, upon 15 day's prior 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.

I. Severance Survival: In the event any of the 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 this Agreement for any reason.

J. Counterparts: This Agreement may be executed in any number of counterparts each of which shall be deemed to be a duplicate original hereof.

K. Entire agreement: Unless otherwise agreed in writing, this Agreement contains the entire understanding of the Parties and supersedes all verbal or written prior agreements, arrangements, and understandings of the Parties relating to the subject matter stated herein. The Parties further intend that this Agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence may be introduced to reform this Agreement in any judicial or arbitration proceeding involving this Agreement. If there is any discrepancy or conflict between this Agreement and any terms contained in any other document(s) (including those executed by Carrier), the provisions herein shall control, unless changes have been made by obtaining written approval by an Officer of Broker prior to Carrier performing the transportation.

L. Choice of Law and Venue: The parties agree that this agreement shall be deemed to be entered into in Sacramento, Placer County California and services will be deemed to have been performed there. All questions concerning the construction, interpretation, validity and enforceability of this Agreement, whether in a court of law or in arbitration, shall be subject to and governed by the laws of the State of California, irrespective of the fact that one or more of the parties may be or may become a resident of a different state. The Parties agree that any and all disputes under this Agreement shall be filed in the appropriate state and federal courts located within Sacramento, Placer County, California.

Jurisdiction and venue shall be proper in Sacramento, Placer County, California. for any and all claims or disputes arising out of any transactions between Broker and Carrier. Carrier agrees that Broker may, at its option, commence or transfer any legal actions or proceedings to courts having situs within Sacramento, California.

Carrier hereby submits itself to the personal jurisdiction of Sacramento, California and venue for any cause of action shall be in the courts within Sacramento, California. Carrier hereby waives any claims or objections that such courts will be improper or inconvenient forums.

Carrier shall be liable for any attorney fees incurred by Broker, Brokers Customer or the Consignee as a result of Carriers breach of this provision of this agreement.

M. In the event of breach of contract or any suit to enforce, modify or interpret the terms of this Agreement, the prevailing party is entitled to recover the costs, expenses and reasonable attorney fees.

N. The headings in this Agreement are for convenience only and are not intended to confer rights or obligations.

In Witness Whereof, we have signed this Agreement the date and year first shown above.



[Enter Carrier's Name]

Authorized Signature

Authorized Signature

Printed Name

Printed Name

OT LOGISTICS LLC CONTRACT ADDENDUM AND CARRIER LOAD CONFIRMATION CONDITIONS

CARRIER OR ITS AGENTS CERTIFIES THAT ANY EQUIPMENT FURNISHED WILL BE IN COMPLIANCE WITH THE IN-USE REQUEREMENTS OF CALIFORNIA'S REGULATIONS AND CA'S REGULATIONS TOO REDUCE EMISSONS OF DIESEL PARTICULATE MATTER, OXIDES OF NITROGEN AND OTHER CRITERIA POLLUTANTS, FROM IN-USE HEAVY-DUTY DIESEL-FUELED VEHICLES IN SECTION 2025 AND COMPLY WITH THE RECORD KEEPING REQUIREMENTS OF SECTION 2025 (s)(4). DO NOT LOAD DAMAGED PRODUCT. FAILURE TO NOTIFY DISPATCHER OF DAMAGE PRODUCT WLL RESULT IN FINE. CARRIER IS RESPONSIBLE FOR QUANTITY OF PRODUCT CARRIER HAS SIGNED FOR. IF CARRIER HAS TO CUT PRODUCT TO MAINTAIN LEGAL WEIGHT REQUIREMENTS, CARRIER MUST NOTIFY OT LOGISTICS DISPATCHER IN ADVANCE TO ADVISE CARRIER WHICH PRODUCT IS PERMITTED TO BE CUT. CARRIER MUST NOT CUT PRODUCT IN ADVANCE TO NOTIFY OT LOGISTICS DISPATCHER OR FINES WILL RESULT AGAINST CARRIER. PERSUANT TO OT LOGISTICS CARRIER CONTRACT, CARRIER MUST PROVIDE AN AMOUNT OF CARGO INSURANCE COVERAGE SUFFICIENT TO COVER THE LOSS OR DAMAGE OF ANY COMMODITIES AND CARGO CARRIER. CARRIER'S CARGO INSURANCE POLICY MUST NOT EXCLUDE FROM COVERAGE ANY COMMODITIES OR CARGO CARRIED ON THIS ORDER. IF CARRIERS'S CARGO INSURANCE POLICY CONTAINS A SCHEDULE OF COVERED VEHICLES, CARRIER WILL NOT TRANSPORT ANY CARGO O THIS SHIPMENT USIG A VEHICLE THAT IS NT LITED AS A SCHEDULE VEHICLE ON CARRIER'S CARGO INSURANCE POLICY. UNLESS OT LOGISTICS LLC PROVIDES WRITTEN NOTICE HEREIN THAT THIS TERM DOES NOT APPLY TO THIS SHIPMENT, CARRIERS MOTOT VEHICLE EQUIPMENT SHALL BE DEDICATED TO BROKER'S EXCLUSIVE USE WHILE TRANSPORTING FREIGHT TENDERED BY BROKER (OT LOGISTICS LLC) PURSUANT TO THIS LOAD CONFIRMATION AND CARRIER'S AGREEMENT WITH OT LOGISTICS LLC. CARRIERS VIOLATION OF THIS EXCLUSIVE USE REQUIREMENT SHALL RESULT IN CARRIER'S FORFEITING IT RIGHT TO BE PAID FOR THE TRASNPORATION SERVICES CONTEMPLATED BY THIS LOAD CONFIRMATION, NOT AS A PENALTY, BUT AS LIQUIDATED DAMAGES.



PHOENIX
CAPITAL
GROUP

8707 E. VISTA BONITA DR., SUITE 240
SCOTTSDALE, ARIZONA 85255
TEL: 623-298-3450 FAX: 623-298-5726

Providing Custom Financing Solutions for the Transportation Industry

July 25, 2019

Dear Carrier,

As part of Phoenix Capital Group's ("PCG") financing package for OT Logistics LLC PCG will pay carriers on OT Logistics LLC behalf within twenty-five days of receipt of all paperwork or a quick pay option for a 3% fee, as long as OT Logistics LLC account is in good standing. Please continue to bill OT LOGISTICS LLC directly and they will forward those bills to PCG.

Sincerely,
Phoenix Capital Group, LLC

A handwritten signature in black ink, appearing to read "Cody Callahan", is written over a horizontal line.

Cody Callahan
Accounting
623-298-3435



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

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

Service Date
May 16, 2019

LICENSE
MC-471496-B
U.S. DOT No. 2231482
OT LOGISTICS LLC
PACIFIC GROVE, CA

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

NOTE: This registration is issued pursuant to a transfer.

BPO-A

A Federal Agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a current valid OMB Control Number. The OMB Control Number for this information collection is 2126-0017. Public reporting for this collection of information is estimated to be approximately 10 minutes per response, including the time for reviewing instructions, gathering the data needed, and completing and reviewing the collection of information. All responses to this collection of information are mandatory. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Motor Carrier Safety Administration, MC-RRA, Washington, D.C. 20590.



United States Department of Transportation
Federal Motor Carrier Safety Administration

Trust Fund Agreement Account Number: 471496

**Broker's or Freight Forwarder's Trust Fund Agreement under 49 U.S.C. 13906
or Notice of Cancellation of the Agreement
FORM BMC-85**

KNOW ALL MEN BY THESE PRESENTS, that we, OT Logistics LLC
(Name of Broker or Freight Forwarder)

of 407 16th Street Pacific Grove, CA 93950,
(Street) (City) (State) (Zip)

as TRUSTOR (hereinafter called Trustor), and Pacific Financial Association, Inc.
(Name of Trustee)

a financial institution created and existing under the laws of the State of California as TRUSTEE (hereinafter called Trustee)
(State)

hold and firmly bind ourselves and our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Trustor is or intends to become either a Broker or a Freight Forwarder pursuant to the provisions of the [Title 49 U.S.C. 13904](#), and the rules and regulations of the Federal Motor Carrier Safety Administration (FMCSA) relating to insurance or other security for the protection of motor carriers and shippers, and has elected to file with the Federal Motor Carrier Safety Administration such a Trust Fund Agreement as will ensure financial responsibility and the supplying of transportation subject to the ICC Termination Act of 1995 in accordance with contracts, agreements, or arrangements therefor, and

WHEREAS, this Trust Fund Agreement is written to assure compliance by the Trustor as either a licensed Broker or a licensed Freight Forwarder of Transportation by motor vehicle with [49 U.S.C 13906\(b\)](#), and the rules and regulations of the Federal Motor Carrier Safety Administration, relating to insurance or other security for the protection of motor carriers or shippers, and shall inure to the benefit of any and all motor carriers or shippers to whom the Trustor may be legally liable for any of the damages herein described.

NOW, THEREFORE, the trustor and trustee, to accomplish the above, agree as follows:

1. Trustee agrees that payments made pursuant to the security provided herein to shippers and motor carriers pursuant to this Agreement will be made exclusively and directly to shippers or motor carriers that are parties to contracts, agreements or arrangements with Trustor.
2. Trustee agrees that the protection afforded to shippers and motor carriers hereby will continue until any and all claims made by shippers or motor carriers for which Trustor may be legally liable have been settled or until the funds deposited by Trustor pursuant to this Agreement have been exhausted, whichever comes first.
3. The parties hereto acknowledge and certify that said Trustee shall exclusively manage the security and trust fund, as herein set forth, and shall have legal title to the security and trust fund, pursuant to the terms and conditions as set forth in this agreement. Further, the parties hereto, and the said Trustee, as evidenced by their signatures to this agreement, acknowledge and certify that (a) said Trustee, neither has nor expects to have any interest, financial, proprietary, or otherwise, whatsoever, in Trustor; and (b) said Trustor, neither has nor expects to have any interest, financial, proprietary, or otherwise, whatsoever, in Trustee.
4. Trustee acknowledges the receipt of the sum of Seventy Five Thousand Dollars (\$75,000) for a Broker or Freight Forwarder, to be held in trust under the terms and conditions set forth herein.
5. Trustee may, within its sole discretion, invest the funds comprising the corpus of this trust fund consistent with its fiduciary obligation under applicable law.
6. Trustee shall pay, up to a limit of Seventy Five Thousand Dollars (\$75,000) for a Broker or Freight Forwarder, directly to a shipper or motor carrier any sum or sums which Trustee, in good faith, determines that the Trustor has failed to pay and would be held legally liable by reason of Trustor's failure to perform faithfully its contracts, agreements, or arrangements for transportation by authorized motor carriers, made by Trust or while this agreement is in effect, regardless of the financial responsibility or lack thereof, or the solvency or bankruptcy, of Trustor.
7. In the event that the trust fund is drawn upon and the corpus of the trust fund is a sum less than Seventy Five Thousand Dollars (\$75,000) Brokers or Freight Forwarders, Trustor shall, within thirty (30) days, replenish the trust fund up to Seventy Five Thousand

- Dollars (\$75,000) Brokers or Freight Forwarders by paying to the Trustee a sum equal to the difference between the existing corpus of the trust fund and Seventy Five Thousand Dollars (\$75,000) Brokers or Freight Forwarders.
8. Trustee shall immediately give written notice to the FMCSA of all lawsuits filed, judgments rendered, and payments made under this trust agreement and of any failure by Trustor to replenish the trust fund as required herein.
 9. This agreement may be canceled at any time upon thirty (30) days written notice by the Trustee or Trustor to the FMCSA on the form printed at the bottom of this agreement. The thirty (30) day notice period shall commence upon actual receipt of a copy of the trust fund agreement with the completed notice of cancellation at the FMCSA's Washington, DC office. The Trustee and/or Trustor specifically agrees to file such written notice of cancellation.
 10. All sums due the Trustee as a result, directly or indirectly, of the administration of the trust fund under this agreement shall be billed directly to Trustor and in no event shall said sums be paid from the corpus of the trust fund herein established.
 11. Trustee shall maintain a record of all financial transactions concerning the Fund, which will be available to Trustor upon request and reasonable notice and to the FMCSA upon request.
 12. This agreement shall be governed by the laws in the State of Arizona, to the extent not inconsistent with the rules and regulations of the FMCSA.

This trust fund agreement is effective day 14 of May, 2019, 12:01 a.m., standard time at the address of the Trustor as stated herein and shall continue in force until terminated as herein provided.

Trustee shall not be liable for payments of any of the damages hereinbefore described which arise as the result of any contracts, agreements, undertakings, or arrangements made by the Trustor for the supplying of transportation after the cancellation of this Agreement, as herein provided, but such cancellation shall not affect the liability of the Trustee for the payment of any such damages arising as the result of contracts, agreements, or arrangements made by the Trustor for the supplying of transportation prior to the date such cancellation becomes effective.

IN WITNESS WHEREOF, the said Principal and Surety have executed this instrument on day 9 of May, 2019.

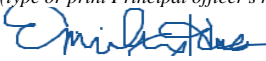
PRINCIPAL

OT Logistics LLC
COMPANY NAME

407 16th Street, Pacific Grove
STREET ADDRESS, CITY

CA, 93950
STATE, ZIP

Emily Huss
(type or print Principal officer's name)


(Principal officer's signature)

(type or print Witness' name)


(Witness' signature)

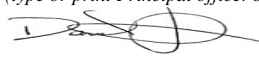
TRUSTEE

Pacific Financial Association, Inc.
COMPANY NAME

12707 High Bluff Dr. Ste. 200, San Diego
STREET ADDRESS, CITY

CA, 92130, 800-595-2615
STATE ZIP PHONE

Daniel J. Larson, CEO
(type or print Principal officer's name and title)


(Principal officer's signature)

Kevin Jackson
(type or print Witness' name)


(Witness' signature)

NOTICE OF CANCELLATION

This is to advise that the above Trust Fund Agreement executed on the _____ day of _____, _____ is hereby cancelled as security in compliance with the FMCSA security requirements under [49 U.S.C. 13906\(b\)](#) and [49 CFR 387.307](#), effective as of the _____ day of _____, _____, 12:01 a.m., standard time at the address of the trustor, provided such date is not less than thirty (30) days after the actual receipt of this notice by the FMCSA.

Date Signed

Signature of Authorized Representative
of Trustee or Trustor

Only financial institutions as defined under [49 CFR 387.307\(c\)](#) may qualify to act as Trustee. Trustee, by the above signature, certifies that it is a financial institution and has legal authority to assume the obligations of Trustee and the financial ability to discharge them.

