



Outstanding Freight Solutions Inc
P. O. Box 201, Willow Springs IL 60480
Tel: 708-880-4129 | Fax: 708-880-4186
E-mail: operations@ofs-brokerage.com

MOTOR CARRIER PROFILE

To be certain we have an accurate profile of your organization and full knowledge of your transportation services and needs, complete the carrier profile below and return all required documents.

PLEASE EMAIL ALL PAPERWORK TO: operations@ofs-brokerage.com

Required Documents

- ✓ Copy of Workmen's Compensation and or Occupational/Accidental Policies
- ✓ I.C.C. Operating Authority
- ✓ IRS W9 - Signed / Dated
- ✓ Certificate of Canadian Authority
- ✓ Signed Carrier Contract
- ✓ Completed Carrier Profile
- ✓ Completed Safety Evaluation Form (**Unrated Carriers**)
- ✓ New Entrant Safety Audit Report (**Unrated Carriers**)
- ✓ **CARB** Compliance Certificates

Legal Company Name DBA

City _____ State _____ Zip _____

(_____) _____ - _____
Telephone Fax

Do you **FACTOR** your receivables through a 3rd party factoring company? Yes ☐ No ☐ If **"YES"** please list contact information below.

Factoring Company Name

Contact

(_____) _____ - _____
Telephone Fax

City _____ State _____ Zip _____

LIST THE FOLLOWING CONTACTS

Minimum Insurance Coverage Requirement:

CARGO - \$100,000.00
BI / PD - \$1,000,000.00

Dispatch _____ (_____) _____ - _____
Telephone

Dispatch (after hours) _____ (_____) _____ - _____
Telephone (after hours)

MC # _____ DOT# _____

SCAC _____ Federal ID # _____

EQUIPMENT LIST

Van _____ Reefer _____ Flats _____ SD _____ DD / RGN _____



BROKER-CARRIER AGREEMENT

This Agreement is entered into on _____, _____ by and between Outstanding Freight Solutions, Inc. ("BROKER"), an Illinois corporation whose business address is P. O. Box 201, Willow Springs, Illinois 60480, and _____ ("CARRIER") a(n) _____ (corporation)(limited liability company) whose business address is _____.

BROKER is a motor carrier property broker licensed by the Federal Motor Carrier Safety Administration as MC-31949-B.

CARRIER is a motor carrier operating in interstate commerce as a contract carrier under authority issued by the Federal Motor Carrier Safety Administration as MC _____ and USDOT Number _____. Copies of Operating Authorities are attached an Addendum B of this Broker-Carrier Agreement.

BROKER is in the business of arranging for transportation by motor carrier for compensation. CARRIER is in the business of transporting goods from place to place as a for-hire motor carrier for compensation.

SHIPPER is the customer of the BROKER and is also known and referred to as consignor, consignee and receiver for the purposes of this Broker-Carrier Agreement.

CARRIER represents that it has the authorities, licenses, insurance, and equipment necessary to provide the services described in this Agreement. Under this Agreement, CARRIER will provide transportation services as arranged for by BROKER from time to time, subject to the terms and conditions in this Agreement.

THEREFORE, in consideration of the promises exchanged between them in this Agreement, BROKER and CARRIER agree as follows:

1. SERVICES

(a) CARRIER agrees to transport commodities requested by BROKER in consideration for the rates agreed upon by the CARRIER and BROKER. For each shipment brokered by BROKER to CARRIER, CARRIER and BROKER agree to execute a Load Rate Confirmation, whose terms and conditions are incorporated by reference into this Broker-Carrier Agreement.

(b) CARRIER agrees to transport shipments tendered to it by BROKER under its own operating authority.

(c) CARRIER will not re-broker, assign, rail, or interline the shipments tendered to

CARRIER without prior written consent of BROKER. If CARRIER breaches this section of the Agreement, CARRIER will forfeit any and all compensation for the shipment. BROKER will not be obligated to pay CARRIER for any shipment handled in violation of this section, and BROKER shall have the option to pay money otherwise owed to CARRIER directly to the delivering entity. Upon BROKER's payment to delivering entity, CARRIER shall not be released from any liability to BROKER under this Broker- Carrier Agreement, and CARRIER shall be liable for any incidental, special or consequential damages incurred by BROKER as a result of CARRIER's violation of this section.

(d) CARRIER shall perform all services as a contract carrier. No tariffs published or adopted by or on behalf of CARRIER shall apply to the services provided by CARRIER under this Agreement.

2. TERMS

(a) The initial term of this Agreement shall begin on the date stated above and shall continue for an initial term of 1 year. This Agreement shall then be renewed automatically for successive additional terms of 1 year each, unless a party proposing to terminate this Agreement gives the other party notice of its intent to terminate this Agreement at least 30 days prior to the expiration of the then-current term. BROKER shall offer CARRIER at least one load annually. However, notwithstanding anything else in this Agreement, BROKER or CARRIER may terminate this Agreement at any time on 30 days' written notice to the other party.

(b) In the event of termination of this Agreement for any reason, each party shall be obligated to complete performance of any work in progress in accordance with the terms of this Agreement.

3. INDEPENDENT CONTRACTOR

CARRIER shall be an independent contractor, and BROKER shall not be considered the employer of CARRIER or any of CARRIER's drivers, helpers, agents or employees. CARRIER, as an independent contractor, shall determine the method, means and manner of performing all of its obligations under this Agreement. CARRIER agrees to pay any and all social security, unemployment, workers' compensation, income and other federal, state or local taxes and fees which may be assessed, demanded from, or levied against CARRIER and/or CARRIER's drivers, helpers, agents or employees, and CARRIER agrees to defend, indemnify and hold BROKER harmless from and against any assessment, levy or demand for payment of those taxes or assessments.

4. INSURANCE

(a) CARRIER agrees that it will maintain in effect during each term of this

Agreement, the insurance coverage required by federal and state laws and regulations applicable to the service being performed and commodities being shipped by CARRIER for BROKER.

(b) At a minimum, CARRIER shall obtain and maintain the insurance coverage in the form and amounts stated in Appendix A to this Broker-Carrier Agreement.

(c) CARRIER agrees to know and keep current with applicable insurance-related federal, state and other laws and regulations that are applicable to the service CARRIER is performing for BROKER and CARRIER agrees that any insurance coverage it provides under the terms of this Agreement shall always remain in compliance with such laws and regulations.

5. CARRIER'S OPERATIONS

(a) CARRIER agrees to maintain and operate its vehicles and provide its services at all times in an efficient, safe, and lawful manner, and shall comply with all lawful orders, rules and regulations of any governmental agency with jurisdiction.

(b) CARRIER shall at all times comply with all applicable federal, state and other laws and regulations relating to the provision of its services including, but not limited to the Department of Transportation Hazardous Materials Regulations; security regulations; owner/operator lease regulations; loading and the 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.

(c) CARRIER represents that it does not have an "Unsatisfactory" safety rating as classified by the Federal Motor Carrier Safety Administration, United States Department of Transportation, or any provincial regulatory authority and CARRIER agrees to notify BROKER in writing immediately if and when its safety rating is changed to "Unsatisfactory" or "Conditional," and;

(d) CARRIER authorizes BROKER to invoice CARRIER's freight charges to SHIPPER for payment. CARRIER agrees not to invoice or otherwise demand payment from SHIPPER or BROKER's customer under any circumstances.

(e) CARRIER agrees that BROKER is not responsible for any damage done to CARRIER's equipment by the shipper or receiver, during loading and unloading. Prior to making any such claims to the shipper or receiver, CARRIER agrees to notify

BROKER about any such issues. CARRIER further agrees to notify BROKER about any alleged damage to equipment prior to leaving the facility where the damage allegedly occurred.

(f) CARRIER understands and agrees that BROKER is not responsible for the payment of overweight tickets, pallets, trailer wash-outs, gate fees, loading/unloading fees, scale tickets, tolls, bridge fees, detention or any other accessorial fee, unless the additional fees were agreed to in writing by BROKER prior to their accrual. In the event that BROKER agrees in writing to reimburse CARRIER for lumper fees, CARRIER agrees to provide BROKER with the lumper receipts in order to receive such payment from BROKER. Failure to provide the receipt will result in non-payment.

(g) CARRIER is responsible for all costs and expenses related to permits, escort services, route surveys, bridge surveys, utility assistance, and all ancillary costs related to the movement of the load.

6. BILLS OF LADING

(a) CARRIER shall execute a bill of lading or receipt acceptable to BROKER and BROKER's customer upon acceptance of goods for transportation. The bill of lading or receipt shall be prima facie evidence of receipt of those goods in good order. Those documents shall show the actual consignor and consignee, and BROKER shall appear in the "BILL TO" section.

(b) CARRIER agrees that a SHIPPER's insertion of BROKER's name as the "carrier" on the bill of lading shall be for the SHIPPER's convenience only and shall not change BROKER's or CARRIER's status as defined above, and;

(c) CARRIER shall provide a completed bill of lading to BROKER accompanying the freight bill within 5 days of the delivery of each shipment. Each bill of lading and freight bill shall contain the load number assigned to that shipment by BROKER at the time of dispatch.

7. SERVICE REQUIREMENTS

(a) CARRIER shall pick up and deliver shipments arranged by BROKER at the time listed and agreed upon in the Load Rate Confirmation exchanged and agreed to by CARRIER and BROKER.

(b) CARRIER agrees to complete all parts of the Load Rate Confirmation and to return it to BROKER prior to picking up the agreed upon shipment. The Load Rate Confirmation must be signed and must contain the driver's name and driver's telephone number, or a 24 hour dispatch service number providing available dispatchers who can update BROKER on the status of the load. CARRIER's failure to

provide accurate information constitutes an immediate termination of the CARRIER from the load.

(c) CARRIER agrees to periodically, or upon request, provide BROKER with the status of the shipment and estimated times of pickup or arrival. The failure to provide an update upon request or to answer telephone calls requesting an update, will result in a \$200 fine and reduction from the agreed upon rate. In addition to the above, CARRIER agrees to have CARRIER's driver check in with BROKER each day between 8AM and 10AM CST (including Saturday, Sunday, and Holiday), by placing a call to 708.880.4129 and leaving a voicemail message that includes driver's name, load PRO number, current location, and estimated time of arrival. In the event that the driver is unable to make the call, the call must be made by CARRIER's dispatcher. CARRIER agrees that the failure to check in will result in a \$100 fine deducted from the amount owed to CARRIER by BROKER for the load.

(d) CARRIER agrees to immediately inform BROKER about anything that may impact CARRIER's ability to pickup or deliver a load at the agreed upon appointment time.

(e) Loading/Unloading. CARRIER is responsible for supervising the loading or unloading of the freight onto CARRIER's trailer. This includes, but is not limited to, making sure that the freight and amount of freight listed on the Bill of Lading corresponds with the freight being loaded. CARRIER should not allow the loading of damaged, broker, wet, decayed or leaking cargo to be loaded onto the trailer and must immediately inform BROKER about any problems with the condition of the cargo. CARRIER is responsible for any and all discrepancies between the Bill of Lading and the actual cargo loaded on CARRIER's trailer, including discrepancies with the quantities and condition of the cargo.

(f) Sealed Loads. CARRIER is responsible for keeping the integrity of any shipment that is required to be transported with a seal. When transporting a sealed load, the CARRIER must have the shipper note the seal number on the Bill of Lading and must call the BROKER with the seal number prior to leaving the shipper. Loads that are to be transported under seal are to remain sealed until an authorized person at the receiver breaks the seal. Under no circumstances should the seal ever be broken or otherwise compromised by the CARRIER or its driver. CARRIER must obtain the signature of the authorized person who removed the seal and must make sure that the Bill of Lading reflects the fact that the seal was intact upon delivery. CARRIER agrees to be liable for the full value of any and all loads which CARRIER agrees to transport under seal, but which are rejected or claimed as a result of problems with the seal, regardless of whether or not the cargo has been damaged.

(g) Bulk Produce Loads. Bulk produce loads are paid on Delivered Produce CWT, as per receiving weight stamped on the bill of lading, the receiving weight tickets, or as determined by customer. CARRIER agrees to be responsible for all damages

incurred as a result of a late pick-up or delivery, including those related to the failure to deliver to market.

(h) Refrigerated Loads. CARRIER agrees to comply with all agreed upon refrigerated load requirements. CARRIER must confirm that its reefer is in proper working condition prior to loading and must pre-cool the trailer to the required temperature prior to pickup. It is the CARRIER's responsibility to prevent the loading of any cargo that the CARRIER deems to be loaded at a temperature that may result in a claim. CARRIER is responsible for making sure that adequate space is provided for air circulation in front, rear, top, bottom, and between the product units. Trailers hauling produce or live goods must have an air chute for proper circulation. CARRIER must have its driver check the pulp temperature of the product to ensure that it has been pre-cooled. CARRIER should not accept any fresh product pulping over 2 degrees above the required temperature noted on the Load Rate Confirmation. If the temperature on the Load Rate Confirmation differs from the written Bill of Lading, CARRIER agrees to notify BROKER immediately at (708) 880-4129. CARRIER agrees to note the pulp temperate of the produce on the Bill of Lading and to have the temperature notation signed and verified by the receiver prior to leaving. CARRIER must maintain "Continuous" temperature in-route as noted on the Load Rate Confirmation.

(i) Flatbed/Step Deck Loads. CARRIER is responsible for the verification of all dimensions, weights, and serial numbers of the cargo being loaded. CARRIER agrees to supply all equipment necessary, including chains, binders, straps, tarps, and any other materials or supplies necessary to properly secure and move a load.

(j) If CARRIER is unable to carry out its obligations under this Contract by force majeure, on notice given to BROKER by CARRIER claiming force majeure and giving particulars of the force majeure by telephone, confirmed promptly in writing or by fax as soon as possible after the occurrence of the cause relied on, the obligations of CARRIER shall be suspended during the continuance of any inability caused, but for no longer period, and so far as possible that cause shall be remedied as soon as possible. "Force majeure" includes acts of God, strikes, acts of the public enemy, wars, blockades, epidemics, lightning, earthquakes, fire, storms, floods, washouts, restraints of government, explosions, valid rules, regulations and orders of governmental agencies, and other causes which are not within the reasonable control of CARRIER.

8. BILLING; RATES; PAYMENT

(a) CARRIER authorizes BROKER to invoice CARRIER's freight charges to SHIPPER, consignee, or third parties responsible for payment. BROKER agrees to conduct all billing services to shippers.

(b) CARRIER shall invoice BROKER for CARRIER's charges, as mutually agreed in writing through the Load Rate Confirmation. Additional rates for truckload or LTL shipments or modifications or amendments of the rates described in the Load Rate Confirmation, or any additional rates may be agreed upon by CARRIER and BROKER to meet changing market conditions, SHIPPER's requirements, BROKER's requirements, and/or specific shipping schedules as mutually agreed upon by CARRIER and BROKER in writing. Any such additional, modified, or amended rates and/or changes in rates must be acknowledged by both CARRIER and BROKER in writing through the execution of an additional Load Rate Confirmation. Rate changes, 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 writing by both CARRIER and BROKER.

(c) CARRIER agrees that BROKER is the sole party responsible for payment of CARRIER's charges. BROKER agrees to pay CARRIER's invoice within thirty (30) days of receipt by BROKER of the bill of lading and/or proof of delivery, provided that CARRIER has complied with the terms of this Broker-Carrier Agreement and that CARRIER is otherwise not in default. The bill of lading submitted by CARRIER must be clearly signed by all parties to the bill of lading and must not reflect any claims or discrepancies. CARRIER agrees to provide an original of the bill of lading upon request from BROKER. CARRIER must also provide a signed Load Rate Confirmation and must mail, fax, or email its invoice to BROKER. Under no circumstances, shall CARRIER be allowed to contact or invoice third parties or customers of BROKER. In the event that CARRIER contacts the SHIPPER directly without proper notice to BROKER, BROKER reserves the right to bring a cause of action against CARRIER for CARRIER's interference with BROKER's contract with SHIPPER in order to recover damages related to lost business.

9. INDEMNITY

(a) CARRIER SHALL INDEMNIFY, DEFEND AND HOLD BROKER HARMLESS FROM AND AGAINST ANY AND ALL FINES, LOSSES, DAMAGES, INJURIES, LIABILITIES AND CLAIMS OF ANY KIND, INCLUDING CARGO DAMAGE CLAIMS, FOR OR RELATING TO ANY INJURY TO OR DEATH OF ANY PERSON (INCLUDING, WITHOUT LIMITATION, ANY EMPLOYEES, AGENTS OR REPRESENTATIVES OF CARRIER OR ANY EMPLOYEES, AGENTS REPRESENTATIVES AND INVITEES OF ANY OF THE INDEMNIFIED PARTIES), OR FOR OR RELATING TO ANY LOSS OF OR DAMAGE TO PROPERTY (INCLUDING LOSS OF USE THEREOF) OR FOR OR RELATING TO ANY ENVIRONMENTAL CONTAMINATION OR POLLUTION OR ARISING DIRECTLY OR INDIRECTLY FROM CARRIER'S FAILURE TO COMPLY WITH ANY OF THE TERMS OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES, COURT COSTS AND COSTS OF INVESTIGATION AND DEFENSE RELATING TO THE FOREGOING,

RESULTING OR ARISING DIRECTLY OR INDIRECTLY FROM CARRIER'S PERFORMANCE UNDER THIS AGREEMENT OR THE SERVICES, INCLUDING, BUT NOT LIMITED TO, WITH RESPECT TO THE OWNERSHIP, OPERATION AND MAINTENANCE OF CARRIER'S VEHICLES, OR EQUIPMENT USED BY CARRIER AND CARRIER'S EMPLOYEES OR AGENTS, OR WITH RESPECT TO ANY PROPERTY OF ANY OF THE INDEMNIFIED PARTIES, REGARDLESS OF WHETHER ANY OF THE ABOVE ARE ATTRIBUTABLE TO OR ARISE FROM THE JOINT OR CONCURRENT NEGLIGENCE, STRICT LIABILITY OR OTHER FAULT OR RESPONSIBILITY OF ANY OF THE INDEMNIFIED PARTIES OR ANY OTHER PERSON EXCEPT WHERE SUCH FINE, LOSS, DAMAGE, INJURY, LIABILITY OR CLAIM IS THE DIRECT RESULT OF THE WILLFUL MISCONDUCT OR SOLE OR GROSS NEGLIGENCE OF THE PARTY TO BE INDEMNIFIED.

(b) No limitation of CARRIER's liability for loss of or damage to any particular shipment tendered to CARRIER pursuant to this Agreement shall be effective unless and until such limitation of liability is approved, in advance, in writing, by BROKER.

10. CLAIMS

(a) CARRIER shall handle and resolve claims which are submitted either by BROKER or directly by SHIPPER or receiver for loss of or damage to any property transported by CARRIER. CARRIER shall comply with all rules concerning handling of claims in Title 49 of the Code of Federal Regulations.

(b) Claims for loss or damage received by BROKER and filed within CARRIER within 9 months of receipt by BROKER shall be deemed timely filed with CARRIER.

(c) If any claim is filed against BROKER by its customer or by any other SHIPPER, consignor, consignee, or if any party with any interest in those goods files a claim against BROKER, BROKER will transmit that claim to CARRIER, and CARRIER will then be responsible for handling that claim, paying that claim (if applicable), and defending, indemnifying BROKER against that claim in accordance with the provisions of this Agreement.

(d) If CARRIER fails to handle any such claim in timely manner, CARRIER authorizes BROKER to file suit against CARRIER and, without further documentation between any of the parties, CARRIER agrees that BROKER shall be subrogated to the rights of BROKER's customer/SHIPPER or any other party with an interest in the goods, and BROKER shall have the right to pursue any such claim or lawsuit in the name and stead of its customer/SHIPPER or that other party. Any recovery of money by BROKER from CARRIER shall be for its customer or that other party, to the extent of the loss, damage or injury sustained by that customer or other party.

(e) CARRIER shall pay, deny or make payment arrangements in writing concerning

all cargo loss or damage claim within 30 days of receipt of the claim from BROKER or SHIPPER. CARRIER's failure to pay, deny or settle within 30 days shall be deemed an admission by CARRIER of full liability for the amount claimed.

(f) CARRIER and BROKER agree that BROKER has the right to offset any and all freight charges owed or to become owed to CARRIER against any cargo and/or loss claims made against CARRIER related to loads transported pursuant to this Broker-Carrier Agreement.

(g) CARRIER is responsible for the cargo that it being transported. CARRIER must pick-up the correct cargo and make sure that the cargo being picked up is properly identified in the bill of lading. CARRIER shall not leave the receiver if notified about cargo discrepancies, damage to the cargo, packaging or loading issues. CARRIER must notify BROKER immediately about any such issues or any other problems with the cargo prior to taking custody and control of the cargo.

11. WAIVER OF CARRIER'S LIEN

CARRIER shall not have any right, title, interest, ownership, or claim in the goods tendered for transportation services by or for Shipper under this Agreement. CARRIER shall not in any way encumber or otherwise impair Shipper's right to possession of any goods transported pursuant to this Agreement for any reason including the existence of any dispute as to prices or any alleged failure of general credit of BROKER and CARRIER hereby waives and releases all liens that CARRIER might otherwise have to any such goods in the possession or control of CARRIER or CARRIER's agents, including but not limited to those under 49 U.S.C. § 13707 and 49 U.S.C. § 80109

12. CONFLICTS BETWEEN DOCUMENTS

If there is any conflict between the terms of this Agreement and any bill of lading or shipping document or any other document executed by CARRIER or BROKER, the terms of this Agreement shall supersede and control any conflicting terms in that bill of lading or other document, even if that bill of lading or other document was executed after the execution of this Agreement.

13. NO BACK-SOLICITATION

CARRIER agrees that it will not solicit traffic from any shipper, consignor, consignee or customer of BROKER where (1) the availability of such traffic became known to CARRIER as a result of BROKER's effort, or (2) where the traffic of the shipper, consignor, consignee, or customer of the BROKER was first tendered to CARRIER by BROKER. If CARRIER breaches this Agreement and "back solicits" the BROKER's customers, and obtains traffic from such a customer, the BROKER, without further documentation, and for a period of 24 months after CARRIER has carried its last shipment on behalf of BROKER to this customer, is entitled to a

commission from CARRIER of 35% of the gross transportation revenue billed by CARRIER on the movement of that traffic.

14. WAIVER OF BREACH.

Waiver by either party to this Agreement of a breach of any term of this Agreement shall not be construed as a waiver of any subsequent breach of that term or as a waiver of any other term of this Agreement.

15. AMENDMENT

This Agreement may be amended only by a written instrument signed by both parties.

16. CONFIDENTIALITY.

(a) In addition to confidential information protected by law or regulation, 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.

(b) In the event of violation of these confidentiality provisions, the parties agree that the remedy at law, including monetary damages, may be inadequate and that each of the parties shall be entitled, in addition to any other remedy they may have, to an injunction restraining the violating party from further violation of this Agreement, in which case the prevailing Party shall be liable for all costs and expenses incurred, including but not limited to reasonable attorney's fees.

17. NON-EXCLUSIVE AGREEMENT

CARRIER and BROKER acknowledge and agree that this Broker-Carrier Agreement 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.

18. NOTICES; FAXES

(a) All notices required by this Agreement shall be given in writing, postage or delivery prepaid, and addressed to the parties at their respective addresses shown below.

(b) The parties to this Agreement agree that they are authorized to fax to each other

at the numbers shown in this Agreement (or as otherwise modified from time to time).

19. ASSIGNMENT

No party may assign this Agreement without the express, written consent of the other party. In the event of an assignment, all provisions of this Agreement shall be binding on the successors and assigns of the parties hereto. No assignment shall relieve the assigning party of its duties and liabilities under this Agreement.

20. AGREEMENT SUBJECT TO LAWS AND REGULATIONS

This Agreement and the operations under it are subject to any valid and applicable laws, rules, regulations and orders of any governmental body affecting the operations of CARRIER and/or BROKER. However, nothing in this Agreement shall be construed as a waiver of any right to question or contest any such law, rule, regulation or order. If it becomes necessary for either party to modify its performance under this Agreement to comply with additional or changed laws, rules, regulations or orders of any governmental body, that compliance shall not be considered a breach of this Agreement, and this Agreement shall continue in full force and effect; provided, however, that the party that is required to comply with such additional law, rule, regulation or order may modify its performance under the terms of this Agreement only to the extent required to comply with that law, rule, regulation or order. If any part of this Agreement is declared invalid, the remainder of this Agreement shall continue in full force and effect.

21. ATTORNEY'S FEES

CARRIER agrees to pay all reasonable expenses, attorneys' fees and costs that BROKER incurs in an action to enforce the terms of this Broker-Carrier Agreement.

22. VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. CARRIER and BROKER further agree that the exclusive jurisdiction and venue for any lawsuit necessary to resolve a dispute arising out of this Agreement shall be in the Circuit Court of Cook County, Illinois.

23. COVERAGE

Coverage must be written with a CARRIER rated A- or better as rated by AM BEST COMPANY.

APPENDIX A

INSURANCE COVERAGE TO BE MAINTAINED BY CARRIER

CARRIER shall obtain, and shall maintain in force during each term of this Agreement, the following insurance coverages, with an insurance company (or insurance companies) reasonably satisfactory to BROKER.

CARRIER shall obtain, and shall maintain in force during each term of this Agreement, the following insurance coverages, with an insurance company (or insurance companies) reasonably satisfactory to BROKER.

- (1) Bodily injury and property damage liability coverage, in an amount no less than one million dollars (\$1,000,000.00) combined single limit per occurrence, and two million dollars (\$2,000,000.00) combined single limit aggregate.
- (2) Cargo liability insurance ("motor truck cargo coverage"), in an amount no less than one hundred thousand dollars (\$100,000.00), per occurrence. There shall be no exclusions whatsoever unless such exclusions are approved, in advance, in writing, by BROKER.
- (3) Workers' compensation, employers' liability and occupational disease insurance covering each of the states in which work is to be performed.

BROKER, shall be named as an additional insured in the policy or policies described in (1) through (3) above, to the extent available by law. All insurance policies shall provide for notice of cancellation to be given to BROKER at least 30 days prior to cancellation; and each such insurance policy must provide for waiver of subrogation.

CARRIER shall provide BROKER, with certificate(s) of insurance showing the coverage required by this Agreement. Upon request, CARRIER shall promptly provide BROKER with true copies of any insurance policies required by this Agreement.

The parties witness this Agreement by their signatures below.

("CARRIER")

Signature

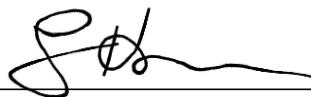
Printed Name and Title

Phone: _____

FAX: _____

E-Mail: _____

OUTSTANDING FREIGHT SOLUTIONS, INC
("BROKER")



Signature

Sasha Kesic, CEO & President

Printed Name and Title

P. O. Box 201

Willow Springs, Illinois 60480

Phone: 708-880-4129

Fax: 708-880-4186

E-Mail: operations@ofs-brokerage.com



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

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

SERVICE DATE
June 30, 2017

LICENSE
MC-31949-B

U.S. DOT No. 3016439
OUTSTANDING FREIGHT SOLUTIONS INC
WILLOW SPGS, 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, reading "Jeffrey L. Secrist".

Jeffrey L. Secrist, Chief
Information Technology Operations Division

BPO

FMCSA Motor Carrier

USDOT Number: **3016439**
Docket Number: **MC031949**
Legal Name: **OUTSTANDING FREIGHT SOLUTIONS INC**
DBA (Doing-Business-As) Name



Addresses

Business Address: **8217 CRESTVIEW DR
WILLOW SPGS, IL 60480**
Business Phone: **8474565493** Business Fax: **Fax: 7084140354**
Mail Address: **8217 CRESTVIEW DR
WILLOW SPGS, IL 60480-1009**
Mail Phone: Mail Fax: Undeliverable Mail: **NO**

Authorities

Common Authority:	NONE	Application Pending:	NO	
Contract Authority:	NONE	Application Pending:	NO	
Broker Authority:	ACTIVE	Application Pending:	NO	
Property:	YES	Passenger:	NO	Household Goods: NO
Private:	NO	Enterprise:	NO	

Insurance Requirements:

BIPD Exempt:	NO	BIPD Waiver:	NO	BIPD Required:	\$0	BIPD on File:	\$0
Cargo Exempt:	NO			Cargo Required:	NO	Cargo on File:	NO
BOC-3:	YES			Bond Required:	YES	Bond on File:	YES
Blanket Company:	SKB TRUCKING PERMITS & LOGISTICS, INC						

Comments:

Active/Pending Insurance:

Form: 84	Type: SURETY	Posted Date: 06/15/2017
Policy/Surety Number: 615995944	Coverage From: \$0	To: \$75,000 *
Effective Date: 06/19/2017	Cancellation Date:	

Insurance Carrier **UNITED STATES FIRE INSURANCE CO.**
Attn: **TO REPORT A CLAIM CALL 888-890-1500**
Address: **305 MADISON AVE.
MORRISTOWN, NJ 07962-1973 US**
Telephone: **(973) 490 - 6000** Fax: **(973) 490 - 6448**

* If a carrier is in compliance, the amount of coverage will always be shown as the required Federal minimum (\$5,000 per vehicle, \$10,000 per occurrence for cargo insurance, \$75,000 for bond/trust fund insurance for brokers and freight forwarders). The carrier may actually have higher levels of coverage.

FMCSA Motor Carrier

USDOT Number: **3016439**

Docket Number: **MC031949**

Legal Name: **OUTSTANDING FREIGHT SOLUTIONS INC**

DBA (Doing-Business-As) Name



Rejected Insurances:

Form:	Type:	Coverage From:	\$0	To:	\$0
Policy/Surety Number:		Rejected:			
Received:					
Rejected Reason:					

Insurance History:

Form:	Type:	Coverage From	\$0	To:	\$0
Policy/Surety Number:		Effective Date From:	To:	Disposition:	

Insurance Carrier

Attn:

Address:

Telephone:

Fax:

Authority History:

Sub No.	Authority Type	Original Action	Disposition Action
	PROPERTY BROKER	GRANTED	06/30/2017

Pending Application:

Authority Type	Filed	Status	Insurance	BOC-3

Revocation History:

Authority Type	1st Serve Date	2nd Serve Date	Reason

Request for Taxpayer Identification Number and Certification

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

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Outstanding Freight Solutions, Inc.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ 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.) See instructions. P. O. Box 201	Requester's name and address (optional)
6 City, state, and ZIP code Willow Springs, IL 60480	
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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

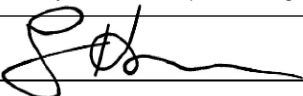
Social security number									
			-				-		
or									
Employer identification number									
8	2		-	1	7	8	3	1	2

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ► 	Date ► 05/30/2023
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General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

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, later.

Outstanding Freight Solutions

ACH Authorization Form

Please fill out the form and email it at your earliest convenience to
accounting@ofs-brokerage.com

I hereby authorize **Outstanding Freight Solutions** to initiate entries to **(Company Name)** checking/savings account at the Bank listed below **(Financial Institution)**, and, if necessary, initiate adjustments for any transaction credited/debited in error. This authority will remain in effect until **Outstanding Freight Solutions** is notified in writing of any changes filled out in this form (company name, account, routing number etc.) to afford **Outstanding Freight Solutions** a reasonable time to make those changes.

(Company Name)

(Your Name - PLEASE PRINT)

(Financial Institution)

(Financial Institution Address - City, State, & Zip)

(Remittance Email)

(Your Signature)

(Date)

Financial Institution Routing Number:

Checking ☐ Savings ☐ Account Number:

These numbers are located on the bottom of your check

⑆ 123456789 ⑆ 1234567890123 ⑆
Routing Number Account Number