



## Carrier Profile

SCAC Code: \_\_\_\_\_  
Carrier Name: \_\_\_\_\_  
DBA (If Any): \_\_\_\_\_

Carrier Code: \_\_\_\_\_ (Internal Use Only)  
Infinium #: \_\_\_\_\_ (Internal Use Only)

### **Physical Address:**

Address 1: \_\_\_\_\_  
Address 2: \_\_\_\_\_  
City/St: \_\_\_\_\_  
Zip Code: \_\_\_\_\_  
Contact Name 1: \_\_\_\_\_  
Contact Name 2: \_\_\_\_\_  
Phone 1: \_\_\_\_\_  
Phone 2: \_\_\_\_\_  
Fax: \_\_\_\_\_  
After Hours Contact: \_\_\_\_\_  
After Hours Phone #: \_\_\_\_\_  
Email Address: \_\_\_\_\_

### **\*Remittance/Payment Address: (If "Notice of Assignment" a letter is required)**

Address 1: \_\_\_\_\_  
Address 2: \_\_\_\_\_  
City/St: \_\_\_\_\_  
Zip Code: \_\_\_\_\_

### **Regulatory Requirements:**

MC/Authority #: \_\_\_\_\_  
SS# or Federal Tax ID#: \_\_\_\_\_ - \_\_\_\_\_

### **Operational Overview:**

#### Operational Overview:

# of Company Drivers: \_\_\_\_\_ # of O/O's: \_\_\_\_\_  
# of Teams: \_\_\_\_\_ Haz Mat: \_\_\_\_\_  
Mexican Interchange: \_\_\_\_\_ Canadian Auth.: \_\_\_\_\_

#### Equipment Types:

48' Vans: \_\_\_\_\_ 53' Vans: \_\_\_\_\_  
Flat Beds: \_\_\_\_\_ Step Decks: \_\_\_\_\_  
Refrigerated: \_\_\_\_\_ Other: \_\_\_\_\_

**\*Please select your companies Minority Status. If this does not apply select N/A**

\*EEOC / Minority status

- MBE Minority Business Enterprise
- MBE-AFRICA African American Owned
- MBE-ASIAN Asian American Owned
- MBE-HAWAII Hawaiian/Pacific Islander Owned
- MBE-HISPAN Hispanic American Owned
- MBE-NATIVE Native American Owned
- SBE Small Business Concern
- WBE Women-Owned Small Business
- N/A Not Applicable



Dear Carrier,

Thank you for inquiring about becoming a carrier for JNL Logistics. We appreciate your interest and will work to develop opportunities that are beneficial to both companies. To ensure that we operate these opportunities in the safest manner possible, JNL Logistics requires the following from its carriers:

- **Minimum Insurance Requirements:**
  - General Liability - \$1,000,000
  - Automobile Liability - \$1,000,000
  - Workers Comp – Statutory Employer’s Liability
  - Cargo Insurance - \$100,000
  - JNL Logistics, LLC noted as a **“Certificate Holder”**
- **Minimum Safety Requirements:**
  - Unsafe Driving >65% / Hazmat Certified >60%
  - Fatigue Driving >65% / Hazmat Certified >60%
  - Driver Fitness >80% / Hazmat Certified >75%
  - Drugs/Alcohol >80% / Hazmat Certified >75%
  - Vehicle Maintenance >80% / Hazmat Certified >75%
  - Cargo Related >80% / Hazmat Certified >75%
  - Crash >65% / Hazmat Certified >60%
  - Must have an AM Best’s rating of **“B+”** or better insurance provider

**If you meet these requirements and would like to become a carrier for JNL Logistics, please provide the following information for our files:**

1. A Signed copy of our Broker-Carrier Contract, with all pages initialed and returned\*
  - Faxed copies are acceptable to start, but an original is needed for our permanent records.
2. A copy of your Letter of Authority
3. A signed copy of our Carrier Service Agreement\*
4. A copy of your Certificate of Insurance
  - A cover letter for you to send to your insurance provider is included\*
5. A completed W-9 (W-8, if you are a Canadian Carrier)\*
6. A completed Automatic Deposit form (if applicable)\*
7. A completed JNL Logistics Carrier Profile\*

**The items above marked with a (\*) are included in this packet. Please complete and return them, along with the other required documents to the address below.**

**JNL Logistics, LLC**  
1601 W. 55<sup>th</sup> St.  
LaGrange Highlands, IL 60525

Thank you again for your interest in JNL Logistics. We look forward to working with you.

Sincerely,

**JNL Logistics Team**



## Carrier Service Agreement

\_\_\_\_\_ (Carrier) hereby agrees to fulfill Transportation Services for JNL Logistics' customers.

### **As the carrier, we agree to the following service terms:**

1. Carrier must notify JNL Logistics prior to pickup or delivery if truck is going to be late.
2. All special instructions on dispatch letter must be performed with the existing negotiated rate. Any accessorial charges must be approved by JNL Logistics prior to occurrence.
3. Cargo is inspected at pick-up and delivery, if the load is not pre-sealed by the customer or a drop and hook.
4. The carrier must review the Bill of Lading to ensure all terms are met/delivered. Any variances are noted on the Bill of Lading.
5. A signed Bill of Lading must be furnished with carrier invoice to receive payment.
6. Overage, shortage and damages must be reported to JNL Logistics while at the customer delivery location.

\_\_\_\_\_  
**Carrier Signature (Must be signed by Senior Management)      Date**



## **New Carrier Requirement Fax**

*FAX TO YOUR INSURANCE COMPANY*

**ATTN:** \_\_\_\_\_

**Carrier Name:** \_\_\_\_\_

Please furnish the following Insurance Certification. (Noted below are JNL Logistics minimum requirements)

General Liability	\$1,000,000
Auto Liability	\$1,000,000
Cargo Coverage	\$100,000
Workers Comp	As Required

Three (3) Years of Loss History provided by your insurance provider

- Only required from Un-Rated Carriers without SafeStat scores (SEA and OOS%)

**Please show the Certificate Holder as Follows:**

**JNL Logistics, LLC**

1601 W. 55<sup>th</sup> St.

LaGrange Highlands, IL 60525

Please fax a copy of certificate to 708-910-2978 and mail original certificate to JNL Logistics, LLC at the address above:

Thank You,

**JNL Logistics Team**



## JNL Information Sheet

### Carrier References

#### **All Truck Transportation**

4924 S. Austin Ave.  
Chicago, IL 60638  
Contact: Tom Beyer  
(708)496-7157  
tbeyer@alltruck.com

#### **HMD Trucking**

10031 Virginia Ave.  
Chicago Ridge, IL 60451  
(708) 398-6237

#### **JP Logistics Inc.**

671 Executive Dr.  
Willowbrook, IL 60131  
(630)847-4406

### Bank Info

**Cole Taylor Bank**  
111 W. Washington St.  
Suite #650  
Chicago, IL 60602  
(312) 629-7500

### Surety Bond

American Alt. Ins.  
Bond # 2013140001  
Effective: 10/1/2013

### SCAC Code

JNLA

**MC # 517270**

**FED ID # 20-2425561**

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**PLEASE FEEL FREE TO CONTACT US AT ANYTIME:**

### JNL Logistics, LLC

1601 W. 55<sup>th</sup> St.  
LaGrange Highlands, IL 60525

Phone: (866) 283-6700  
Local: (708) 910-3010  
Fax: (708) 910-2978

[www.jnllogistics.com](http://www.jnllogistics.com)

### JNL Logistics Contacts:

#### **Mike Kubes**

[mkubes@jnllogistics.com](mailto:mkubes@jnllogistics.com)

Direct: 708-910-3008  
Cell Phone: (630) 608-3040

#### **Cody Slager**

[cslager@jnllogistics.com](mailto:cslager@jnllogistics.com)

Direct: (708) 910-3007  
Cell Phone: (630) 390-9904



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/12/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


<b>PRODUCER</b> Cottingham & Butler 800 Main St. Dubuque IA 52001	<b>CONTACT NAME:</b> To Request a Certificate <b>PHONE (A/C No, Ext):</b> 888-785-4677 <b>E-MAIL ADDRESS:</b> certificates@cottinghambutler.com	<b>FAX (A/C No):</b> 563-587-5990
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> JNL LOGISTICS PO BOX 388080 Chicago IL 60638	<b>INSURER A :</b> Arch Insurance Company	<b>NAIC #</b> 11150
	<b>INSURER B :</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:** 48466752                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> UIIA INCLUDE <input checked="" type="checkbox"/> EXCL PPTS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		ZACAT3329005	5/1/2021	5/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Trailer Interchange \$ 100,000
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		ZAULP3319105	5/1/2021	5/1/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  For Information Only	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b> 

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## Request for Taxpayer Identification Number and Certification

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

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return) <b>JNL LOGISTICS,, LLC</b>	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.) <b>1601 W. 55th St.</b>	Requester's name and address (optional)
City, state, and ZIP code <b>LaGrange Highlands, IL, 60525</b>		
List account number(s) here (optional)		

<b>Part I Taxpayer Identification Number (TIN)</b>																																						
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.  <b>Note.</b> If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="9" style="text-align: center;"><b>Social security number</b></td> </tr> <tr> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="9" style="text-align: center;"><b>Employer identification number</b></td> </tr> <tr> <td style="width: 20px; height: 20px;">2</td> <td style="width: 20px; height: 20px;">0</td> <td style="width: 20px; height: 20px;">-</td> <td style="width: 20px; height: 20px;">2</td> <td style="width: 20px; height: 20px;">4</td> <td style="width: 20px; height: 20px;">2</td> <td style="width: 20px; height: 20px;">5</td> <td style="width: 20px; height: 20px;">5</td> <td style="width: 20px; height: 20px;">6</td> <td style="width: 20px; height: 20px;">1</td> </tr> </table>	<b>Social security number</b>																		<b>Employer identification number</b>									2	0	-	2	4	2	5	5	6	1
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<b>Employer identification number</b>																																						
2	0	-	2	4	2	5	5	6	1																													

<b>Part II Certification</b>
Under penalties of perjury, I certify that:
<ol style="list-style-type: none"> <li>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</li> <li>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</li> <li>I am a U.S. citizen or other U.S. person (defined below).</li> </ol> <p><b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.</p>

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### General Instructions

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

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business.

Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

### Property Broker's Surety Bonds under 49 U.S.C. 13906

KNOW ALL MEN BY THESE PRESENTS, THAT we  
**JNL Logistics LLC**

Property Broker Name

of

**P.O. Box 388080, Chicago, IL 60638-8080**

Principal Address

as PRINCIPAL (hereinafter called Principal), and American Alternative Insurance Corporation, a corporation, or a Risk Retention Group established under the Liability Risk Retention Act of 1986, Public Law 99-563, created and existing under the laws of the State of Delaware (hereinafter called Surety) are held and firmly bound unto the United States of America in the sum of **\$75,000**, for which payment, well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors, and assigns, jointly and severally firmly by these presents.

WHEREAS, the Principal is or intends to become a Broker pursuant to the provisions of 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 FMCSA such a bond 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 therefore, and

WHEREAS, this bond is written to assure compliance by the Principal as a licensed Property Broker of Transportation by motor vehicle with 49 U.S.C. 13906(b), and the rules and regulations of the FMCSA, relating to insurance or other security for the protection of motor carriers and shippers, and shall inure to the benefit of any and all motor carriers or shippers to whom the Principal may be legally liable for any of the damages herein described.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall pay or cause to be paid to motor carriers or shippers by motor vehicle any sum or sums for which the Principal may be held legally liable by reason of the Principal's failure faithfully to perform, fulfill, and carry out all contracts, agreements, and arrangements made by the Principal while this bond is in effect for the supplying of transportation subject to the ICC Termination Act of 1995 under license issued to the Principal by the FMCSA, then this obligation shall be void, otherwise to remain in full force and effect.

The liability of the Surety shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the aggregate to the penalty of the bond, but in no event shall the Surety's obligation hereunder exceed the amount of said penalty. The Surety agrees to furnish written notice to the FMCSA forthwith of all suits filed, judgements rendered, and payments made by said Surety under this bond.

This bond is effective the 1<sup>st</sup> day of October, 2013, 12:01 a.m., standard time at the

Date

Month

Year

address of the Principal as stated herein and shall continue in force until terminated as hereinafter provided. The Principal or the Surety may at any time cancel this bond by written notice to the FMCSA at its office in Washington, DC, such cancellation to become effective thirty (30) days after actual receipt of said notice by the FMCSA.

The Surety shall not be liable hereunder for the payment of any damages hereinbefore described which arise as the result of any contracts, agreements, undertakings, or arrangements made by the Principal for the supplying of transportation after the termination of this bond as herein provided, but such termination shall not affect the liability of the Surety hereunder for the payment of any such damages arising as the result of contracts, agreements, or arrangements made by the Principal for the supplying of transportation prior to the date such termination becomes effective.



BOND NO: 2013140001

ACCT LOC ID: 2013140001 Page 1 of 2

The receipt of this filing by the FMCSA certifies that a Broker Surety Bond has been issued by the company identified on the face of this form, and that such company is qualified to make this filing under Section 387.315 of Title 49 of the Code of Federal Regulations.

Falsification of this document can result in criminal penalties prescribed under 18 U.S.C. 1001.

IN WITNESS WHEREOF, the said Principal and Surety have executed this instrument on the 19th day of September, 2013.  
Date  
Month Year

**JNLogistics LLC**

Principal Name (Company, Individual, etc.)



Signature

ANTHONY ALAGNA  
Printed or Typed Name of Signor

PRESIDENT + CEO  
Title of Signor



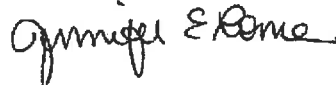
Witness Signature

Michael Malusa  
Printed or Typed Name of Witness

**American Alternative Insurance Corporation**



**Matthew L. Zehner**  
Attorney-in-Fact



**Jennifer E. Rome**  
Witness



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

400 7th Street SW  
Washington, DC 20590

**SERVICE DATE**  
April 12, 2005

**LICENSE**  
**MC-517270-B**  
**JNL LOGISTICS LLC**  
**BOLINGBROOK, 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.

Angell Sebastian, Chief  
Information Systems Division

BPO



## CARRIER/BROKER AGREEMENT

**THIS AGREEMENT** is made and entered into on \_\_\_\_\_, 20\_\_\_\_, by and between **JNL LOGISTICS, LLC** (“**BROKER**”) and \_\_\_\_\_ (“**CARRIER**”), (collectively, the “**PARTIES**”).

### **I.**

#### Recitals

A. **WHEREAS** **BROKER** is licensed as a property broker by the Federal Motor Carrier Safety Administration (“**FMCSA**”), or by appropriate State agencies, and as a licensed broker, arranges for freight transportation; and

B. **WHEREAS** **CARRIER** is authorized to operate in inter-provincial, interstate and/or intrastate commerce and is qualified, competent and available to provide for the transportation services required by **BROKER**; and

**NOW THEREFORE**, intending to be legally bound, **BROKER** and **CARRIER** agree as follows:

### **II.**

#### Agreement

##### 1. TERM AND TERMINATION.

- (a) The Term of this Agreement shall be for one (1) year and shall automatically renew for successive one (1) year periods; provided, however, that either **PARTY** may terminate this Agreement at any time by giving forty-five (45) days prior written notice.
- (b) **BROKER** may additionally terminate this Agreement immediately upon written notice in any of the following events:
  - i. **CARRIER** loses its operating authority or otherwise becomes disqualified to perform its obligations under this Agreement;
  - ii. **CARRIER** breaches any covenant, obligation, condition, or requirement imposed upon it by this Agreement, and the breach continues for a period of ten (10) days after written notice thereof from **BROKER** to **CARRIER**;
  - iii. **CARRIER** becomes insolvent or becomes unable to pay its debts in a timely manner;
  - iv. **CARRIER** fails to comply with the performance metrics imposed upon it at any time by **BROKER** as set forth in this Agreement;
  - v. **CARRIER** fails to procure and maintain any of the insurance coverages required by this Agreement; or
  - vi. **CARRIER** uses the services of any brokers or subcontracts transportation of freight tendered by **BROKER** hereunder to any third party motor carrier or other transportation provider or uses a third party logistics provider to perform its obligations under this Agreement without prior written consent of **BROKER**.
- (c) **CARRIER** may additionally terminate this Agreement immediately on **CARRIER**’s written notice if **BROKER** breaches any covenant, obligation, condition, or requirement imposed on it by this Agreement and **BROKER**’s breach continues for a period of thirty (30) days after written notice thereof from **CARRIER**.

2. **CARRIER'S OPERATING AUTHORITY AND COMPLIANCE WITH LAW.** CARRIER represents and warrants that it is duly and legally qualified in accordance with all federal, state, provincial, territorial, and local laws, statutes, regulations, rules, and ordinances (collectively, "Applicable Law") to provide, as a contract carrier, the transportation services contemplated herein. CARRIER further represents and warrants that it does not have an unsatisfactory or unfit safety rating issued by any regulatory authority with jurisdiction over CARRIER's operations, including, but not limited to, the Federal Motor Carrier Safety Administration ("FMCSA") of the U.S. Department of Transportation ("DOT"). CARRIER further agrees to comply with all Applicable Law in the performance of its services under this Agreement. CARRIER shall monitor its scores in each Behavior Analysis and Safety Improvement Categories ("BASIC") maintained by the FMCSA on a monthly basis and if CARRIER has two or more BASICS in excess of any Intervention Threshold, CARRIER shall immediately notify BROKER in writing of that fact and shall provide a corrective action plan intended to decrease scores to levels below the applicable Intervention Thresholds. Likewise, if CARRIER is assigned a "conditional" or equivalent safety rating, it will provide a corrective action plan indicating the steps being taken to improve its rating to "satisfactory." BROKER may, in its sole discretion, discontinue its use of CARRIER to provide any services until CARRIER's operations are acceptable to BROKER. If CARRIER receives an unsatisfactory safety rating, CARRIER shall immediately notify BROKER of that fact and CARRIER shall not carry any loads or goods tendered to CARRIER by BROKER until the prohibition on CARRIER operations is removed.

3. **PERFORMANCE OF SERVICES.**

- (a) CARRIER's services under this Agreement are designed to meet the needs of BROKER under the specified rates and conditions set forth herein. CARRIER agrees that the terms and conditions of this Agreement apply to all shipments handled by CARRIER for BROKER and that the terms of this Agreement control the relationship between the PARTIES. Regardless of whether they are required by law, in no event shall any provisions of CARRIER's tariff, terms and conditions, service guide, bill of lading, or similar documentation apply to services provided under this Agreement.
- (b) CARRIER shall transport all shipments provided under this Agreement without delay, and all occurrences which would be probable or certain to cause delay shall be immediately communicated to BROKER by CARRIER. This Agreement does not grant CARRIER an exclusive right to perform any transportation related services for BROKER or its Customer.

4. **RECEIPTS AND BILLS OF LADING.** Each shipment hereunder shall be evidenced by a bill of lading acceptable to BROKER naming CARRIER as the transporting carrier. The fact that BROKER is named as a "carrier" upon any applicable bill of lading shall not affect its status as a property broker. On delivery of each shipment made hereunder, CARRIER shall obtain a receipt showing the kind and quantity of product delivered to the consignee of the shipment at the destination specified by BROKER or the Customer, and CARRIER shall cause the receipt to be signed by the consignee. No terms, conditions and provisions of the bill of lading, manifest or other form of receipt or contract shall apply to services provided under this Agreement. CARRIER's failure to issue a bill of lading shall not affect its liability hereunder. CARRIER shall notify BROKER immediately of any exception made on the bill of lading or delivery receipt.

5. **CARRIER'S OPERATIONS.**

- (a) CARRIER shall, at its sole cost and expense:
  - i. furnish all equipment necessary or required for the performance of its obligations hereunder (the "Equipment");
  - ii. pay all expenses related, in any way, with the use and operation of the Equipment; and
  - iii. maintain the Equipment in good repair, mechanical condition and appearance.
- (b) CARRIER shall use only competent, able and legally licensed personnel in the performance of services hereunder. CARRIER shall have full control of such personnel. CARRIER shall be solely responsible for insuring, and will insure, at CARRIER's cost and expense, that its personnel are fully qualified to perform services hereunder, and that its personnel have access to all locations into which access is necessary to perform services under this Agreement.
- (c) CARRIER shall perform the services hereunder as an independent contractor, and assumes complete responsibility for all state and federal taxes, assessments, insurance (including, but not limited to,

workers' compensation, unemployment compensation, disability, pension and social security insurance) and any other financial obligations arising out of the transportation performed hereunder.

- (d) CARRIER shall be solely responsible for compliance with all provisions of Applicable Law regarding overdimension and overweight loads. CARRIER shall be solely responsible for its day to day operations including, but not limited to, setting appropriate routes to insure that transportation of shipments is accomplished in accordance with all Applicable Laws and to otherwise insure shipments are not damaged in transit.
- (e) CARRIER shall maintain appropriate security infrastructure to insure the physical security of shipments and equipment handled under the terms of this Agreement.

6. **RATES & PAYMENTS.**

- (a) Unless otherwise stated in a separate Rate Confirmation Agreement signed by the PARTIES, CARRIER will invoice and BROKER will pay the rates and charges set forth in Appendix A, for transportation services performed under this Agreement. CARRIER will send invoices to BROKER. CARRIER represents and warrants that there are no other applicable rates or charges except those established in this Agreement or in any Rate Confirmation Sheet signed by BROKER. Appendix A can be supplemented or revised only by written agreement signed by both PARTIES.
- (b) The Rate Confirmation Agreement shall be in the form specified in Appendix B. The Rate Confirmation Agreement shall be signed and agreed to by CARRIER and BROKER before each shipment to which such Rate Confirmation Agreement applies.
- (c) If service is provided and it is subsequently discovered that there was no applicable or understood rate in Appendix A or in a separate Rate Confirmation Agreement, the PARTIES agree that the rate paid by BROKER and collected by CARRIER shall be the agreed contract rate of the PARTIES for the services provided, unless CARRIER objects to that rate in writing within 10 days of payment by BROKER.
- (d) Payment by BROKER will be made within thirty (30) days of receipt by BROKER of CARRIER's freight bill, bill of lading, clear delivery receipt, and any other necessary billing documents enabling BROKER to ascertain that service has been provided at the agreed charge. CARRIER's failure to provide BROKER with a legible copy or photocopy of the bill of lading or other proof of delivery will result in CARRIER being held responsible to BROKER for any and all revenues that are uncollected by BROKER because of CARRIER's failure to provide needed support paperwork to BROKER.
- (e) CARRIER agrees that BROKER has the exclusive right to handle all billing of freight charges to the Customer for the transportation services provided herein, and CARRIER therefore agrees to refrain from all collection efforts against the shipper, receiver, or the Customer.
- (f) CARRIER further agrees that BROKER has the discretionary right to offset any payments owed to CARRIER hereunder for liability incurred by CARRIER, including, but not limited to, claims for freight loss, damage, or delay.
- (g) CARRIER shall submit all freight bills within 180 days of delivery or waive its right to payment for services rendered with respect to such late submitted invoices. Claims for undercharges must be brought within 180 days of BROKER's receipt of the original invoice giving rise to any undercharge claim. Assuming CARRIER has complied with the foregoing invoicing obligations, CARRIER shall bring suit related to unpaid freight charges or undercharges within 18 months of the date of delivery or its right to sue or otherwise seek payment shall be waived.

7. **WAIVER OF CARRIER'S LIEN.** CARRIER shall not withhold any goods transported under this Agreement on account of any dispute as to rates or any alleged failure of BROKER to pay charges incurred under this Agreement. CARRIER is relying upon the general credit of BROKER and hereby waives and releases all liens which CARRIER might otherwise have to any goods of BROKER or its Customer in the possession or control of CARRIER.

8. **FREIGHT LOSS, DAMAGE OR DELAY.**

- (a) Unless otherwise set forth in Appendix A, CARRIER shall have the sole and exclusive care, custody and control of the cargo tendered hereunder from the time it is delivered to CARRIER for transportation until delivery to the consignee accompanied by the appropriate receipts. CARRIER shall notify BROKER immediately if any cargo tendered to CARRIER under this Agreement is lost (including stolen), damaged or destroyed, or if CARRIER becomes aware that applicable delivery schedules will not be met.
- (b) CARRIER assumes the liability of a motor carrier under the Carmack Amendment as currently codified at 49 U.S.C. § 14706 for loss, delay, damage to or destruction of any and all goods or property tendered to CARRIER pursuant to this Agreement from the time the shipment is tendered to CARRIER until delivery.
- (c) CARRIER shall be liable for the full invoice value of the cargo lost, damaged, delayed, or destroyed, as well as any additional costs or fees that the Claimant demands from BROKER.
- (d) BROKER or its Customer may request that CARRIER accept a higher maximum liability. In that event, the increased valuation will be stated in a separate Rate Confirmation Agreement or on the bill of lading. CARRIER's acceptance of the load shall evidence CARRIER's acknowledgement that CARRIER agrees that it will be liable for the increased valuation (of the full value of the goods, whichever is less), and that CARRIER agrees to maintain cargo insurance up to the full amount of the valuation. On BROKER's request, CARRIER will provide BROKER or its Customer evidence of CARRIER's increased cargo insurance limits, which insurance will comply with the provisions of this Agreement governing cargo insurance.
- (e) CARRIER waives any Applicable Law regarding processing of claims and handling of salvage, including, but not limited to, the provisions of 49 C.F.R. Part 370. CARRIER shall pay to BROKER, or allow BROKER to deduct from the amount BROKER owes CARRIER, BROKER's Customer's full actual loss for the kind and quantity of commodities so lost, delayed, damaged or destroyed. Payments by CARRIER to BROKER or its Customer, pursuant to the provisions of this section, shall be made within thirty (30) days following receipt by CARRIER of BROKER's or Customer's undisputed claim and supporting documentation. CARRIER shall fully assist BROKER in investigating any claim for cargo loss, damage, delay, or destruction.
- (f) CARRIER waives any right to salvage goods subject to this provision, as well as any right to claim an offset for the value of salvage.
- (g) Exclusions from coverage contained in CARRIER's Cargo Insurance as required herein shall not affect CARRIER's liability for freight loss, damage, or delay.

9. **INSURANCE.** Unless otherwise set forth in Appendix A, CARRIER shall procure and maintain, at its sole cost and expense, the following insurance coverages:

- (a) Public liability and property damage insurance ("AL") with a reputable and financially responsible insurance company insuring CARRIER in an amount not less than \$1,000,000.00 (U.S. Dollars) per occurrence, or such larger amount as required by applicable law.
- (b) Commercial General Liability ("CGL") with a reputable and financially responsible insurance company insuring CARRIER covering the transportation of shipments and other operations under this Agreement in an amount not less than \$1,000,000.00 (U.S. Dollars) per occurrence. This insurance shall also cover CARRIER's contractual liability under this Agreement.
- (c) All Risk Broad Form Motor Truck Cargo Legal Liability ("Cargo") with a reputable and financially responsible insurance company insuring CARRIER in an amount not less than \$100,000.00 (U.S. Dollars) per occurrence. The coverage provided under the policy shall have no exclusions or restrictions of any type that would foreseeably preclude coverage relating to cargo claims including,

but not limited to, exclusions for unattended or unattached trailers, theft, commodities transported under this Agreement, refrigerator breakdown or lack of refrigerator fuel.

- (d) Statutory Workers' Compensation Insurance coverage in the amounts and in the form as the applicable state law may require.
- (e) All insurance policies required by this Agreement shall, as applicable, be primary and shall waive subrogation and contribution against BROKER. CARRIER shall furnish to BROKER written certificates obtained from the insurance carrier showing that the insurance has been procured, is being properly maintained, the expiration date, and specifying that written notice of cancellation or modification of the policies shall be given to BROKER at least thirty (30) days prior to any cancellation or modification. In addition, BROKER shall be named as an additional insured on CARRIER's CGL and AL policies, and as a loss payee on the Cargo policy as evidenced by an endorsement on the certificates of insurance. On request of BROKER or its designated insurance consultant, CARRIER shall provide BROKER, BROKER's consultant, or Customer with copies of the applicable insurance policies.

10. **USE OF BROKER'S TRAILER(S) BY CARRIER.** If CARRIER uses a trailer owned by or leased to BROKER or its Customer, or otherwise provided to CARRIER by BROKER or its Customer ("Trailer(s)") for the performance of the Services contemplated hereunder, CARRIER shall be liable for any damage to Trailers, destruction of Trailers, theft from Trailers, theft of any contents of Trailers, and for any claims for bodily injury (including death) or property damage caused by any Trailer(s) regardless of whether the damage, injury, destruction, or theft is caused or occurs while the Trailer is attached or unattached to any power unit operated by CARRIER, except to the extent the damage, destruction, or theft is caused by the negligence, recklessness, or willful misconduct of BROKER or the Customer. The initial burden of proving damage, injury, destruction, or theft was the result of the negligence, recklessness, or willful misconduct of BROKER or the Customer in any proceeding brought pursuant to this Agreement shall rest on CARRIER. If applicable state law does not allow waiver of liability to the extent contained in this provision, the Parties expressly agree that BROKER's and Customer's liability will be waived to the fullest extent allowed by applicable state law.

11. **INDEMNITY.** CARRIER shall defend, indemnify, and hold BROKER and the Customer harmless from and against all loss, liability, damage, claim, fine, cost or expense, including reasonable attorney's fees, arising out of or in any way related to the performance or breach of this Agreement by CARRIER, its employees or independent contractors working for CARRIER (collectively, the "Claims"), including, but not limited to, Claims for or related to personal injury (including death), property damage and CARRIER's possession, use, maintenance, custody or operation of the Equipment; provided, however, that CARRIER's indemnification and hold harmless obligations under this paragraph will not apply to the extent that any Claim is prorated due to the negligence or other wrongful conduct of or attributable to BROKER or the Customer. CARRIER's liability for cargo loss or damage under this provision is not limited to the liability and amounts set forth in Paragraph 8.

12. **CONFIDENTIALITY AND NON-SOLICITATION.** Unless otherwise set forth in Appendix A, neither party may disclose the terms of this Agreement to a third party without the written consent of the other party except (1) as required by law or regulation; (2) disclosure is made to its parent, subsidiary or affiliate company; or (3) to facilitate rating or auditing of transportation charges by an authorized agent and the agent agrees to keep the terms of the Agreement confidential. CARRIER will not accept traffic, either directly or indirectly, from any shipper, consignor, consignee or customer of BROKER where: (1) the availability of the traffic first became known to CARRIER as a result of BROKER's efforts; or (2) the traffic of the shipper, consignor, consignee or customer of BROKER was first tendered to CARRIER by BROKER. If CARRIER breaches this Agreement and moves shipments obtained from prohibited parties during the term of this Agreement or for twelve (12) months thereafter without using the services of BROKER, CARRIER shall be obligated to pay BROKER, for a period of fifteen (15) months thereafter, commissions in the amount of thirty-five percent (35%) of the transportation revenue resulting from traffic transported in violation of this provision, and CARRIER shall provide BROKER with all documentation requested by BROKER to verify claims of prohibited transportation revenue. CARRIER shall not use BROKER's or the Customer's name or identity in any advertising or promotional communications without written confirmation of BROKER or BROKER's consent.

13. **SUB-CONTRACT PROHIBITION.** CARRIER specifically agrees that all freight tendered to it by BROKER shall be transported on equipment operated only under the authority of CARRIER, and that CARRIER shall not in any manner sub-contract, broker, or in any other form arrange for the freight to be transported by a third party without the prior written consent of BROKER. If CARRIER breaches this provision, CARRIER shall remain directly liable to

BROKER as if CARRIER transported the freight in issue under its own authority in accordance with this provision, and shall further hold harmless and indemnify BROKER from any and all loss, liability, damage, claim, fine, cost or expense, including reasonable attorney's fees, arising out of or in any way related to the use of any subcontractor in violation of this provision regardless of whether arising from the conduct or omissions of CARRIER, the subcontractor, or any other third party.

14. **BROKER'S RECORDS.** To the extent allowable under Applicable Law, CARRIER hereby waives its right to obtain copies of BROKER's records as provided for under 49 C.F.R. Part 371. Notwithstanding the foregoing, to the extent that CARRIER obtains records set forth in 49 C.F.R. § 371.3 by any means whatsoever, CARRIER agrees to refrain from using those records in negotiating for the provision of services with any third party, including existing customers of BROKER. CARRIER further agrees and understands that all BROKER records comprise BROKER's confidential information and trade-secrets. Nothing in this section is intended to relieve CARRIER of any other obligations imposed upon it by this Agreement, or to limit any rights of BROKER to enforce those obligations.

15. **ASSIGNMENT/MODIFICATION/BENEFIT OF AGREEMENT.** This Agreement may not be assigned or transferred in whole or in part by CARRIER absent the prior written consent of BROKER, and supersedes all other agreements and all tariffs, rates, classifications and schedules published, filed or otherwise maintained by CARRIER. This Agreement shall be binding upon and inure to the benefit of the parties hereto.

16. **SEVERABILITY.** If the operation of any portion of this Agreement results in a violation of any law, the parties agree that such portion shall be severable and that the remaining provisions of this Agreement shall continue in full force and effect.

17. **WAIVER.** CARRIER and BROKER expressly waive any and all rights and remedies allowed under 49 U.S.C. § 14101 to the extent that those rights and remedies conflict with this Agreement. Failure of BROKER to insist upon CARRIER's performance under this Agreement or to exercise any right or privilege arising hereunder shall not constitute a waiver of any BROKER's rights or privileges herein.

18. **DISPUTE RESOLUTION.** This Agreement shall be deemed to have been drawn in accordance with the statutes and laws of the state of Illinois. If any disagreement or dispute, the laws of Illinois shall apply. All disagreements or disputes between the parties shall be submitted to courts of proper jurisdiction within Cook, Will or DuPage Counties Illinois and the PARTIES hereby agree to the exclusive jurisdiction of those courts. Notwithstanding the foregoing, the PARTIES may mutually agree in writing to submit any disagreement or dispute between the Parties to binding arbitration.


19. **COMPLETE AGREEMENT.** This Agreement constitutes the entire agreement of the Parties with reference to the subject matters herein, and may not be changed, waived, or modified except in writing signed by both Parties.

**IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be executed in their respective names by their duly authorized representatives as of the date first above written.

**BROKER**

**CARRIER**

**JNL LOGISTICS, LLC**

  
\_\_\_\_\_  
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