



Thank you for choosing to partner with USI Logistics.

Attached is our Carrier Packet including the following:

- Cover Page
- Carrier Profile
- Broker Authority
- Workers Compensation Certificate of Election
- USI Logistics Certificate of Insurance
- Blank W9

Required forms for USI Logistics set up:

- A copy of your MC Authority Page
- A current W9 form showing Social Security Number (SS#) or Employer Identification Number (EIN#)
- A certificate of insurance with USI Logistics
- This carrier packet filled out: Pages 1,2,3,11,13,14

Instructions for invoicing:

Email all invoices to:

docs@usi-logistics.com

Mail invoices to:

USI Logistics LLC
4420 Jefferies Hwy.
Walterboro, SC 29488

Please include the following:

1. Invoice
2. Bill of Lading
3. Rate Confirmation
4. (If US Waste Load, please send with a copy of the Manifest)
5. All other necessary documents associated with the load



Carrier Profile

SCAC CODE _____ **MC#** _____ **US DOT#** _____ **FEDERAL ID#** _____

Carrier Name: _____ DBA: _____

Physical Address: _____

City: _____ State: _____ Zip: _____

Website: _____

Owner/President/Principal: _____

Dispatch Contact: _____

Phone: _____ Email: _____ Fax: _____

Accounting Contact: _____

Phone: _____ Email: _____ Fax: _____

After hours number: _____ Are you Smart Way certified? YES NO

Insurance Agent Name: _____ Phone: _____

Number of Units _____ Number of Trailers _____

Do you have EDI capability? YES or NO Do you have HAZMAT Certification? YES or NO?

How many teams do you run? _____

of Tractors _____ # of Trailers _____

List # of Trailers by Type: V53 _____ V48 _____ FB _____ R53 _____

Geographic Service Area _____

**This information will be used to help us determine future opportunities that may exists based on the services your company provides.

****If your account receivables department is different than your physical address, or if you are using a factoring company, please complete below****

Receivable/ Factoring Company Name: _____

Receivable Address: _____

City: _____ State: _____ Zip: _____



Workman's Compensation Certificate of Election

CERTIFICATION

This is to certify that the firm named below has elected to not cover its owners, partners or officers under the workers' compensation laws of the State of _____. The firm named below certifies that it has no employees. The firm named below certifies that it uses no independent contractors. Based upon the election not to cover owners, partners or officers, the fact there are not other employees and that no independent contractors are used, a workers' compensation policy is not purchased.

AGREEMENT

The firm named below promises, in consideration for work received from Client, that if the owners, partners or officers choose to change their election, if any employee is hired or if any independent contractor is used, then a certificate of insurance evidencing workers' compensation coverage will be furnished prior to the commencement of any work.

PERIOD

The period of this agreement is: _____ to _____.

CARRIER

Carrier Name: _____

MC Number: _____

By: _____

Signature: _____

Title: _____

Date: _____



BROKER – CARRIER AGREEMENT

NOTICE: THIS AGREEMENT IS SUBJECT TO ARBITRATION PURSUANT TO THE SOUTH CAROLINA UNIFORM ARBITRATION ACT S.C. CODE ANN §§ 15-48-10 ET SEQ.

This Broker – Carrier Agreement (the "Agreement") is made this ____ day of _____, 20__, by and between USI Logistics LLC, a South Carolina limited liability company, whose business address is 4420 Jefferies Hwy., Walterboro, SC 29488 ("Broker"), and _____, a _____ whose business address is _____ ("Carrier") (Broker and Carrier each a "Party" and collectively the "Parties") and is effective as of the ____ day of _____, 20__ (the "Effective Date").

RECITALS

WHEREAS, Broker is duly licensed as a property broker to arrange for the transportation of property by motor carrier under permit MC-1542131 issued by the Federal Motor Carrier Safety Administration ("FMCSA").

WHEREAS, Carrier is a duly licensed motor carrier which has been issued an operating authority by the FMCSA (or its predecessor, the ICC) under permit MC-_____ and DOT-_____ that authorizes Carrier to provide transportation service for the shipments tendered to it by Broker.

NOW, THEREFORE, intending to be legally bound in consideration of the obligations and benefits set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties enter into this Agreement in accordance with 49 U.S.C. §14101(b)(1) and expressly waive any and all rights and remedies that each may have under 49 U.S.C. § 13101 through §14914 that are contrary to the specific provisions of this Agreement and agree as follows:

AGREEMENT

1. Description of Services – During the term of this Agreement, Broker agrees to tender to Carrier on a non-exclusive basis, and Carrier agrees to accept from Broker, from time-to-time, shipments consisting of certain goods for transport (the "Goods") between points within North America. Carrier will, using due care, pick-up, as and when requested by Broker, transport in a timely manner, and deliver in good order and condition, the Goods which are tendered by Broker to Carrier, in accordance with the terms set forth in this Agreement ("Services").

Every shipment tendered to Carrier by Broker on or after the Effective Date will be deemed to be a tender to Carrier as a motor contract carrier and will be subject to the terms of this Agreement and applicable law not inconsistent with this Agreement.

2. Carrier's Operating Authority. Carrier represents and warrants that it is fully authorized and qualified to lawfully provide the Services in all the jurisdictions contemplated by this Agreement as a contract carrier of general commodities freight for interstate and intrastate transport. Carrier further represents and warrants that **Exhibit A**, attached hereto and incorporated herein by reference, is a true, correct and complete copy of the required local, state, and federal operating licenses, permits and certificates of Carrier as of the date of this Agreement necessary to provide the Services. Carrier will obtain and keep in good standing during the Term all local, state, and federal permits, licenses and registration requirements and pay any governmental charges necessary to allow the Carrier to provide the Services set forth this Agreement.

3. Carrier's Legal and Regulatory Compliance – Carrier represents and warrants that it has complied, and will comply, with all federal, state, and local laws, codes, regulations, rules and orders applicable to the performance of the Services hereunder. The Parties acknowledge that in the event the failure of Carrier to comply with or conform to provisions or orders of regulatory agencies having jurisdiction over this Agreement or the Services results in different or additional charges for the Services, Carrier will be responsible for indemnifying Broker for such charges by paying Broker liquidated damages, not as a penalty, equal to any additional charges required to be paid, and any costs or attorneys' fees incurred by Broker in connection therewith.

4. Carrier's Operating Responsibilities – Carrier will be responsible for the procuring and operation of the vehicles it uses for the Services and the employment, training, supervision and control of the drivers and any helpers. Carrier will be responsible for safe and lawful operation of the vehicles used in the performance of the Services and will assume all costs, expenses, and liabilities incident to or arising out of furnishing, maintaining, repairing, or operating motor vehicles and other equipment, labor, fuel, supplies, and insurance. Carrier will notify Broker promptly by telephone of any accident, theft or other occurrence that impairs the safety of or delays the delivery of the Goods.

Carrier will at all times during the Term, maintain the highest safety rating established by any country, and if applicable, state, province or territory through which the Services will be provided, which, for purposes of this Agreement, shall mean the (a) safety rating system established by the Federal Motor Carrier Safety Administration ("FMCSA"), for motor carriers operating in the United States and/or (b) for motor carriers operating in Canada, the safety rating system established under the National Safety Code ("NSC") Safety Fitness Certificate issued by the Canadian province or territory where Carrier's vehicles are base-plated. Carrier further warrants that it holds and shall maintain during the Term of this Agreement, at minimum, a "satisfactory" or "unrated" safety rating, or a substantively equivalent rating under the Carrier Safety Management System, implemented under the FMCSA Compliance, Safety, Accountability ("CSA") program, with respect to Carrier's operations in the United States and a substantively equivalent rating under the Carrier's NSC Safety Fitness Certificate, for its operations within Canada. Carrier agrees to notify Broker immediately if the safety ratings changes, or if it is found by any governing authority to have violated any law or regulation related to safety or insurance coverage.

To the extent that Services are provided within the State of California on refrigerated equipment, Carrier, on behalf of shipper, consignee and Broker, warrants that it shall only utilize equipment which is in full compliance with the California Air Resources Board (ARB) TRU ACTM in-use regulations. Carrier shall be liable to Broker and Broker's applicable customer for any penalties, or any other liability, imposed on, or assumed by Broker or Broker's applicable customer due to penalties imposed on Broker or Broker's customer because of Carrier's use of non-compliant equipment.

Carrier will perform the Services as an independent contractor and neither its employees nor agents will be deemed to be employees or agents of Broker. No authority has been conferred upon Carrier, by Broker, to hire any persons on behalf of Broker, and Carrier will assume full responsibility for selecting, engaging and discharging its employees, agents, servants or helpers and for otherwise directing and controlling their services. Carrier will assume full responsibility for complying with all applicable laws and regulations for the benefit of its employees, and under no circumstances will Broker be liable for the debts or obligations of Carrier for the wages, salaries, or benefits of Carrier's employees.

5. Receipts – Each shipment will be evidenced by a written form initiated by the consignor at the point of origin of the shipment in a form acceptable to Broker, and will be legibly signed by the Carrier showing the kind and quantity of the Goods received at the loading point(s) specified. Such form will be evidence of receipt of such Goods by Carrier in apparent good order and condition or as may be otherwise noted on the face of such form. In the event that a bill of lading is issued by Carrier (a "Bill of Lading") for any shipment, its purpose shall be only to evidence the receipt of the Goods. Broker, and a consignor or shipper, will not be bound by the terms and conditions on such Bill of Lading reciting the rate, classification, rules or practices which limit Carrier's liability. Any unauthorized alteration or use of Bills of Lading or other shipping documents or use of any Bill of Lading not acceptable to Broker shall void the Broker's and its customers' obligation to make any payments to Carrier relating to the Services and void all Rates.

In the event that the Broker's name is inserted in a Bill of Lading or any other shipping documentation, such insertion shall not change Broker's status as a property broker or Carrier's status as a motor carrier.

Upon taking possession of the Goods, Carrier shall assume liability for the Goods until proper delivery is made to the consignee. Carrier will obtain a delivery receipt signed by the consignee at the time of delivery showing the kind, quantity and condition of the Goods delivered, the specified destination, and the time of delivery (the "Delivery Receipt"). Absence or loss of the Delivery Receipt or any other documents contemplated by this Section 5 will not relieve the Carrier of responsibility for Goods accepted by it. In the event any term or provision contained in such documents conflict in any way with any term or provision of this Agreement, the terms and provisions of this Agreement will take precedence and control.

6. No Substituted Services and Diversion/Reconsignment - Carrier shall perform the Services itself and shall not re-broker, co-broker, assign, interline, subcontract or transfer the transportation of the shipment to another entity (collectively, "Substituted Services"). If Substituted Services of any type are

used once Carrier has accepted the tender of the shipment from the Broker, any provision in this Agreement related to a limitation of liability for damage to, shortage/loss of, or delay in delivering the Goods shall be void and Carrier (i) will be liable to Broker's customer for any loss, damage or delay to the Goods incurred during the Services based on the Actual Loss as defined in Section 9 below and (ii) shall indemnify Broker as to any such loss, damage, or delay on the same basis. Carrier shall not have any right to, in any way, negate, eliminate, circumvent or alleviate Carrier's liability to Broker or Broker's customer which may be inconsistent with the provisions of this Agreement. Carrier will not allow the diversion or reconsignment of any Goods except upon written instructions by Broker or Broker's customer. Carrier will not accept instructions for diversion or reconsignment of any consignee or third party without the written consent of Broker or Broker's customer.

7. Rates - Carrier agrees to provide the Services at the rates and charges as set forth in Broker's "Load and Rate Confirmation," (the "Rates") which shall be sent by Broker to Carrier for each request for Services, signed by Carrier, and transmitted by Carrier to Broker by facsimile (or other electronic means) for each Services accepted by Carrier under this Agreement. Carrier and Broker agree that any tariff rates, accessorial charges, or rules and regulations established and/or published by Carrier shall not apply to any Services unless specifically agreed to by Carrier and Broker, in writing. Any change in Rates, charges, or rules and regulations shall be mutually agreed to and confirmed in writing, signed by both parties.

The Parties may amend the Rates through a writing signed by both Parties (such writing to be the "Rate Confirmation Sheets") which shall be deemed to be accepted amendments to the Rates and this Agreement. Due to document storage considerations, the Rate Confirmation Sheet need not be attached to the original Agreement, but such Rate Confirmation Sheets shall reference this Agreement and the original Rates and may be kept with the shipping papers that are retained as to the individual shipment. The same requirements of retention and availability to inspection that apply to this Agreement shall apply to the Rate Confirmation Sheet. If either Party disputes the accuracy of the amended Rate, that Party shall, within two (2) business day after receipt of it, or within a reasonable amount of time if two (2) business days is impossible or impractical, notify the other Party, and a disputed Rate shall not become an amended Rate until agreed to by both parties in writing.

8. Payment - Carrier authorizes Broker to invoice Broker's customers for the Services. Carrier agrees to invoice Broker, and only Broker, and acknowledges that Broker is the sole party responsible for payment of its invoices for the Services and assigns Broker all its rights to collect freight charges from Broker's customer or any responsible third party upon receipt of payment of its freight charges from Broker. Under no circumstance shall Carrier seek payment from Broker's customers, the consignor, any consignee, or any entity other than Broker. Payment of the freight charges by Broker to Carrier shall relieve shipper, receiver, consignor, consignee, or any other of Broker's customers of any liability to the Carrier for non-payment of charges.

Broker agrees to pay Carrier for the Services in accordance with the Rates within thirty (30) days of receipt of Carrier's invoice and signed Delivery Receipt covering the applicable Services; provided, however, in the event the Services are the subject of shortage/loss, damage or delay, Broker reserves the right to withhold payment to Carrier for the Services in question until the cargo shortage/loss, damage,

or delay issue is resolved with Broker's customer as indicated in writing between Broker and Broker's customer. Broker reserves the right to deduct an amount equal to the shortage/loss, damage/spoilage, or delay claim resulting from the negligence, gross negligence, or willful conduct on the part of the Carrier, its agents, servants, or employees. Broker shall furnish to Carrier a written explanation and itemization of all deductions computed at the time deductions are made. Further, compensation paid under this Agreement may be withheld, in whole or in part, by Broker to satisfy any obligation paid by Broker which is the financial responsibility of Carrier.

9. Loss, Damage, and Delay

(a) Carrier shall be liable to Broker and Broker's customers, for the actual loss of, damage to, or delay of the Goods, while under the Carrier's care, custody, or control according to the provisions of 49 U.S.C. Section 14706 during Carrier's performance of the Services. The term "actual loss" shall mean the full invoice price charged by Broker's customer to its customers for the kind and quantity of Goods lost, damaged or destroyed, plus freight charges (unless included in the invoice price), less salvage value, unless otherwise agreed upon between Broker and Carrier in writing (the "Actual Loss").

The liability of Carrier for delay in delivering Goods shall be the greater of either the full actual value of the Goods or those damages that are reasonably foreseeable. No limitation of liability will apply as to delay. Carrier will have no lien or will accordingly waive its right to any lien upon any shipment of Goods or portion thereof.

(b) Except as set forth below in this Subsection (b), Carrier agrees that the provisions contained in 49 CFR Part 370, shall govern the processing of claims for loss, damage, or delay to Goods and the processing of salvage.

(i) Carrier shall immediately notify Broker of any damage, shortage/loss, or delay. Failure to comply with this notice provision shall void any limitation of liability and cause Carrier to be responsible for full liability of any damages or shortages of Goods based on the Actual Loss without regard to Broker's customer's ability to mitigate damages.

(ii) The determination regarding the acceptability and/or salvageability of any food product intended for human consumption transported by Carrier shall be within the sole discretion of Broker's customer and shall be binding on Carrier;

(iii) The determination regarding the salvageability of any damaged Goods (other than food products) shall be determined by Broker's customer, and Carrier shall be liable for all costs and expenses associated with Broker's customer's mitigation of damages including any inspection; storage; preparation of the Goods for reshipping; and the reshipping, if applicable.

(iv) Claims based on concealed loss/damage reported to Carrier by Broker within five (5) business days of the date of delivery will be treated as though an exception notation had been made on the Delivery Receipt at the time of delivery.

(v) It is the obligation of Carrier to properly inspect Goods upon the discovery of damage. In the event Carrier fails to inspect the Goods within five (5) business days of the date Carrier becomes aware of the damage, or upon receipt of the Goods to be returned to the consignor because of the damage, whichever is earlier, Carrier waives its rights to inspect the Goods and agrees to be bound by the fact presented by claimant.

(vi) Carrier shall not sell, or attempt to sell, the Goods for salvage or otherwise without Broker's customer's prior written authorization. For any damaged Goods which Broker's customer permits Carrier to resell, Broker's customer will have the right to remove all identifying marks and labels on such product.

(vii) If the Goods are able to be repaired and restored to good marketable condition, Carrier will be liable for the costs of repairs including the costs of all labor and other necessary expenses, not to exceed the actual value of the kind and quality of product damage.

(viii) Failure of Carrier to pay, decline or offer settlement within thirty (30) days of receipt of the claim shall be deemed an admission by Carrier of full liability of the amount claimed and a material breach of this Agreement.

10. Term - The term of this Agreement shall be for a period of one (1) year from the Effective Date set forth above (the "Initial Term") and shall automatically renew for additional one (1) year periods (each a "Renewal Term") (the Initial Term and each Renewal Term shall collectively be the "Term"), unless terminated pursuant to Section 11 below.

11. Termination - If either party refuses or fails to perform any material duty or obligation under this Agreement, fails to comply with applicable laws or regulations, suffers impairment of its financial responsibility, or otherwise materially defaults in any way, the non-defaulting party will have the option, without prejudice to any other right or remedy, to terminate this Agreement upon three (3) business days' advance written notice. Otherwise, either party may terminate this Agreement at any time without cause, by giving thirty (30) days prior written notice to the other party. If Services are being performed at the time this Agreement is terminated, the Parties shall complete the Services under the terms of this Agreement unless the Parties agree otherwise in writing.

12. Insurance - Carrier shall procure and maintain at all times during the Term, at its sole cost and expense, with reputable and financially responsible insurance carriers, the following insurance coverages in not less than the amount specified below. Such amounts merely suggest minimum coverages and are not intended to establish any limitations of Carrier's liability for its acts or omissions. Additionally, the exclusions that may be contained in any of Carrier's insurance policies shall not exonerate Carrier from liability. Carrier shall name Broker as an additionally insured party in these insurance policies.

- (a) Commercial Auto Liability Insurance insuring against liability for injury to persons, including injuries resulting in death, environmental restoration and loss or destruction of or physical damage to property, including any vehicle or other equipment furnished by the shipper for and in connection with the Services, in a combined single limit of not less than \$1,000,000.00 per occurrence;
- (b) Cargo Insurance insuring Carrier against liability for loss or damage to commodities while in the custody, possession or control of Carrier in an amount not less than \$100,000.00 per shipment which policy shall not contain any exclusions for negligent acts, willful conduct, infidelity, fraud, dishonesty, or criminal acts of Carrier's employees, agents, contractors, officers or directors; and
- (c) Workers' compensation insurance for Carrier's employees in accordance with statutory requirements for all applicable jurisdictions.

If Carrier's insurance is threatened to be, or is, terminated, cancelled, suspended, reduced, or revoked, Carrier must immediately notify Broker and take steps to reinstate or replace the applicable insurance policy in accordance with this Agreement. Carrier shall provide Broker certificates or other evidence of the foregoing insurance coverages upon request by Broker.

13. Indemnification - Carrier shall defend, indemnify and hold harmless Broker and Broker's customers, their respective officers, directors, employees, agents, representatives, vendors and customers against any and all claims, demands, actions, causes of action and/or liabilities (actual, potential, threatened or pending) judgments, fines, penalties, orders, decrees, awards, costs, expenses, including litigation expenses and reasonable attorneys' fees, settlements and claims on account of:

- (a) Loss or damage to property (other than Goods), or personal injury, including death, which may be sustained by the Parties, their employees or third parties, arising out of or in connection with Carrier's performance of the Services set forth herein;
- (b) Loss, damage or delay in transit as to Goods which Carrier receives through Broker for the Services, until Carrier delivers such Goods and the same are signed for by the consignee in the Delivery Receipt;
- (c) Carrier's breach of any of its representations, warranties and/or covenants in this Agreement; and
- (d) Carrier's failure to comply with workers' compensation requirements or any claim for workers' compensation asserted against Broker or its customer by Carrier's employees, or their personal representatives.

This Section 13 will not be construed in any circumstance to constitute an indemnification contrary to any government law that prohibits indemnification against loss, liability, cost or expenses

incident thereto, caused by the negligence of such indemnity. Exclusions in Carrier's insurance coverage(s) shall not exonerate Carrier from this liability.

14. Confidentiality - As part of the business relationship between Broker and Carrier, either Party may be in or come into possession of information or data which constitutes trade secrets, know-how, confidential information, marketing plans, pricing, or anything else otherwise considered proprietary or secret by the other ("Confidential Information"). In consideration of the receipt of such Confidential Information and potential business, each Party agrees to protect and maintain such Confidential Information in the utmost confidence, to use such Confidential Information solely in connection with their business relationship, and to take all measures reasonably necessary to protect the Confidential Information.

Carrier agrees that Broker's charges to its customers are confidential and need not be disclosed to Carrier. Carrier specifically waives any rights it may have under 49 CFR § 371.3. Except as may be required by law, the terms and conditions of this Agreement and information pertaining to any Services will not be disclosed by either Party to any other persons or entities, except to the directors, officers, employees, authorized contractors, attorneys, and accountants of each party. If applicable law or an Order of a Court of competent jurisdiction requires the disclosure of Confidential Information, the disclosing Party shall promptly inform the non-disclosing Party of such requirement before the disclosing Party discloses Confidential Information to allow the non-disclosing Party to take any action afforded to it by applicable law to stop or limit such disclosure. This mutual obligation of confidentiality will remain in effect during the terms of the Agreement and for a period of two years following any termination.

15. Non-Solicitation - Carrier agrees that during the term of this Agreement and for a period of one (1) year from the date of termination of this Agreement, that neither Carrier nor any employee, officer, director, agent or otherwise of Carrier, shall directly or indirectly solicit services similar to the Services from any broker, consignor, consignee, or customer of the Broker where (a) the availability of such services first became known to Carrier as a result of Broker's efforts; or (b) the shipments of the consignor, consignee, or customer of the Broker was first tendered to the Carrier by the Broker.

In the event Carrier violates the terms of this Section 15 and back-solicits Broker's customers and obtains such services from such customers, Broker is then entitled, for a period of twelve (12) months after the services first begin, to a commission from the Carrier of fifteen percent (15%) of the transportation or revenue received on the services. Carrier understands and agrees that the provisions of the aforementioned covenant not to compete are reasonable as to scope, duration, and geographic area, in light of the mutual promises and other valuable consideration the parties have agreed to in this Agreement. Further, Carrier agrees that any violation of the covenant not to compete will cause irreparable injury to Broker, and that Broker will be entitled to a restraining order and an injunction to stop the back-solicitation.

16. Dispute Resolution; Arbitration – Except as set forth in subsections (d)(i) and (d)(ii) below, any claim, dispute or controversy including, but not limited to, the interpretation of any federal

statutory or regulatory provisions related to this Agreement; or enforcement of any statutory rights emanating or relating to this Agreement shall be resolved on an individual basis (and not as part of a class action) exclusively between Broker and Carrier.

The proceedings will be conducted under (select one): ___ Transportation Arbitration and Mediation PLLC ("TAM"); ___ American Arbitration Association ("AAA"); or ___ Transportation ADR Council, Inc. ("ADR"), upon mutual agreement of the Parties, or if no agreement, then at Broker's sole discretion; provided, however, the Parties may agree in writing that the arbitration proceedings be conducted outside of the administrative control of the TAM, AAA or ADR and instead by an arbitrator of the Parties' choosing as indicated in a writing signed by both Parties. Any arbitration proceedings under this Agreement shall be governed by the following rules:

- (a) A written demand for arbitration must be mailed to the other Party within eighteen (18) months of the Party's actual knowledge of the occurrence of the claim, breach, or other act, omission, or event giving rise to the controversy or claim. Failure to make such timely demand for arbitration shall constitute an absolute bar to the institution of any proceedings and a waiver of any claim. The demand for arbitration shall identify the provision(s) of this Agreement alleged to have been breached, or other unlawful act not specifically contemplated by this Agreement, and shall state the issue to be submitted to arbitration and the remedy sought. The demand for arbitration will be forwarded to the arbitration service selected through agreement of the Parties, as outlined above, or as selected by Broker as provided for above, and the proceedings shall be conducted at the office of TAM, AAA or ADR as required or such other place as mutually agreed upon in writing by the Parties. The arbitration may be conducted by conference call or video conferencing upon the written agreement of the Parties or as directed by the acting arbitration association. The decision of the arbitrator(s) shall be binding and final and the award for the arbitrator may be entered as judgment in any court of competent jurisdiction. A rationale and reasoning of the decision of the arbitrative(s) shall be fully explained in a written opinion.
- (b) As to any dispute or controversy which under the terms of this Agreement is a proper subject of arbitration, no suit in law or in equity based on such dispute or controversy shall be instituted by either Party other than a suit to conform, enforce, vacate, modify or correct the award of the arbitrator(s) as provided by law; provided, however, that this clause shall not limit Broker's right to obtain any provision or remedy including, without limitation, injunctive relief, writ for recovery of possession or similar relief from any court of competent jurisdiction, as may be necessary in Broker's sole judgment to protect its rights.
- (c) General pleadings and discovery processes related to the arbitration proceeding shall comply with the Federal Rules of Civil Procedure unless otherwise provided for by the rules of the applicable arbitrator as selected by the Parties. The provisions of this Section 16 shall not apply to the enforcement of the award of arbitration.
- (d) This arbitration provision is subject to the two exceptions set forth below.

(i) Subject to the time limitation set forth above, for disputes where the amount in controversy exceeds \$3,000, Broker shall have the right, but not the obligation, to initiate litigation in court in order to resolve any disputes arising hereunder. In the event of litigation the prevailing Party shall be entitled to recover costs, expenses and reasonable attorney fees, including but not limited to any such costs, expenses, and reasonable attorney fees incurred on appeals.

(ii) Subject to the time limitation set forth above, for disputes where the amount in controversy does not exceed \$3,000, Broker shall have the right, but not the obligation, to initiate litigation in small claims court order to resolve any disputes arising hereunder. The prevailing Party shall be entitled to recover costs, expenses and reasonable attorney fees, including but not limited to any such costs, expenses, and reasonable attorney fees incurred on appeals.

(iii) Venue, controlling law, and jurisdiction in any legal proceedings under Subparagraphs (i) or (ii) above shall be in Colleton County, South Carolina. Carrier agrees that Colleton County, South Carolina shall enjoy personal jurisdiction over Carrier.

17. Force Majeure - The obligation of Carrier to furnish and of Broker to use the Services provided for in this Agreement will be suspended temporarily during the period in which either Party is prevented from performing due to fire, flood, strikes, lockout, epidemic, accident, regulatory action or other causes beyond its reasonable control. The Party experiencing force majeure will notify the other party promptly and take all reasonable steps to eliminate the interruption and resume normal operations as soon as possible.

18. Waiver - The waiver of a breach of any term or condition of this Agreement will not constitute the waiver of any other breach of the same or any other term. To be enforceable, a waiver must be in writing signed by a duly authorized representative of the waiving Party.

19. Entire Agreement - This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior oral or written representations and agreements.

20. Governing Law - This Agreement is to be construed according to applicable federal law governing the Services and the laws of the State of South Carolina. If one of the exceptions to arbitration outlined in Section 16 above applies, the Parties hereby stipulate to the exclusive jurisdiction of the courts situated in Colleton County, South Carolina, or the Federal Court for the District of South Carolina, Charleston Division.

21. Notices - Unless otherwise provided, notices required under this Agreement must be in writing and delivered by (i) registered or certified U.S. Mail, return receipt requested, (ii) hand delivered, (iii) facsimile with receipt of "Transmission OK" acknowledgement, or (iv) delivery by a reputable overnight carrier service (in the case of delivery by facsimile, the notice will be followed by a copy of the

notice delivered as provided in (i) (ii) or (iv)). The notice will be deemed given on the day the notice is received. In the case of notice by facsimile, the notice is deemed received at the local time of the receiving machine, and if not received, then the date the follow-up copy is received. The Parties may waive notices in writing. Notices must be delivered to the following addresses or at such other addresses as may be later designated by notice:

To Carrier: _____

Attn: _____
Facsimile: _____

To Broker: USI Logistics, LLC
4420 Jefferies Hwy
Walterboro, SC 29488
Attn: Donald E. Goldman
Facsimile: (843) 538-3103

22. Counterparts; Electronic Signatures - This Agreement may be executed in one or more counterparts, each of which is an original but all of which together will constitute one and the same agreement. The Parties may sign this Agreement with electronic signatures, and such signatures shall be given the same force and effect as manual, handwritten signatures.

23. Incorporation of Recitals – The material appearing in the Recitals section of this Agreement shall be incorporated herein as binding terms of this Agreement.

24. Severability - If any part of this Agreement is determined to be contrary to law, such determination shall not affect the validity of any other terms or conditions. The unenforceability of a provision of this Agreement or portion thereof will not affect the enforceability of any other provision of this Agreement or portion thereof.

25. Costs and Expenses - Carrier shall pay all costs, expenses and attorney fees which may be expended or incurred by Broker or Broker’s customer in successfully enforcing this Agreement or any provision thereof, or in exercising any right or remedy of Broker or its customers against Carrier, or in any arbitration or litigation incurred by Broker because of any act or omission of Carrier under this Agreement.

26. Assignment – Neither Party shall assign, transfer, or convey this Agreement or any rights or responsibilities thereunder without the prior written consent of the other Party.

27. Successors and Assigns – This Agreement shall apply to, inure to the benefit of, and be binding upon the Parties hereto and upon their respective successors and assigns.

28. Captions; Interpretation – The captions used in this Agreement are inserted for convenience and shall not be deemed to be a part of this Agreement for construction or interpretation. Each Party has participated in the review and negotiation of this Agreement. Accordingly, no provision, uncertainty, or ambiguity in or with respect to this Agreement shall be construed or resolved against either Party hereto, whether under any rule of construction or otherwise.

29. Survival – The payment provisions, rights of indemnity, representations and warranties of the Parties, confidentiality obligations, non-solicitation obligations, non-competition restrictions, dispute resolution provision, and any other provision which, by its nature, should survive the termination of this Agreement, shall survive the termination of this Agreement until applicable law prevents its application.

IN WITNESS WHEREOF, this Agreement is executed by authorized representatives of the Parties, effective as of the date set forth above.

CARRIER

Signature

Printed Name: _____

Title: _____

BROKER

Don Goldman

Signature

Printed Name: Donald E. Goldman

Title: Chief Financial Officer



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/1/2024

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).

PRODUCER Commercial Insurance Associates, LLC 103 Powell Court, Ste 200 Brentwood TN 37027	CONTACT NAME: PHONE (A/C No. Ext): 615-515-6000	FAX (A/C, No): 615-515-6001	
	E-MAIL ADDRESS: cyoung@com-ins.com		
INSURER(S) AFFORDING COVERAGE		NAIC #	
INSURED USI Logistics, LLC 4420 Jefferies Hwy Walterboro, SC 29488	INSURER A : Navigators Specialty Ins Co		36056
	INSURER B : Navigators Insurance Co		42307
	INSURER C : Continental Casualty Company		20443
	INSURER D : Allied World Assurance Company (U.S.) Inc.		19489
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER: 1831041209


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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 1,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CH22NP40BBG6PIC	8/31/2023	8/31/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CH15BAP01999108	8/31/2023	8/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			CH22NP40BBG6PIC	8/31/2023	8/31/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC 5 88308095	8/31/2023	8/31/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A A D	Pollution Liability Professional Liability Excess Liability			CH22NP40BBG6PIC CH22NP40BBG6PIC 03139778	8/31/2023 8/31/2023 8/31/2023	8/31/2024 8/31/2024 8/31/2024	Each Occurrence Limit 1,000,000 Limit Each Event 1,000,000 Each Occurrence Limit 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Excluded Officer - Tim Odum
 Motor Truck Cargo Policy Scottsdale Insurance Policy Number RBS0255135 Limit \$100,000 with \$2500 Deductible

CERTIFICATE HOLDER**CANCELLATION**

Information	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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Request for Taxpayer Identification Number and Certification

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

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2	Business name/disregarded entity name, if different from above.	
	3a	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <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 type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>
	3b	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ <input type="checkbox"/>	
	5	Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
	6	City, state, and ZIP code	
	7	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the 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.

Social security number									
				-					
or									
Employer identification number									

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

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
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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.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



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

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

SERVICE DATE
May 15, 2023

LICENSE

MC-1542131-B

U.S. DOT No. 4063213
USI LOGISTICS LLC
WALTERBORO, SC

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, Division Chief
Office of Registration

BPO