

NEW CARRIER SET UP PACKET

Thank you for choosing Cool Way Logistics, LLC "The Better Brokers". CWL is proud to offer Brokerage and Transportation Management Services. We provide important and valuable service to both Motor Carriers and Shippers.

PERMIT MC # 54551 FEDERAL ID # 82-3065108 BANKING REFERENCE: BANK OF AMERICA PROPERTY BROKER SURETY BOND # 10065217

* * * * * IN V O I C I N G * * * * *

PLEASE EMAIL ALL INVOICES INCLUDING PODs TO BILLING@COOLWAYLOGISTICS.COM

BILLING ADDRESS

PHYSICAL ADDRESS:

4501 MANATEE AVE WEST, #314

30.

301 SOUTH TUBB ST, UNIT F1

BRANDENTON, FL 34209

OAKLAND, FL 34760

COOL WAY LOGISTICS, LLC. OFFICE: (407) 347-2250 FAX: (866) 563-9212

info@coolwaylogistics.com



NEW CARRIER DOCUMENT CHECKLIST

Please provide the following documents:
Carrier Profile Sheet Signed & Initialed BROKER/CARRIER Contract W-9 MC Authority Document Certificate of Insurance (Sample request form included)
Approved Carrier requirements: ✓ Hold a valid MC # and associated authority to operate or DOT# (intra-state carriers only)
✓ Valid insurance-\$1,000,000 Auto Liability, \$100,000-\$250,000 Cargo, Occupational accident for owner-operators-\$500,000 or within the limits equal to state workers' compensation requirements. <i>Insurance Certificate must be received directly</i> from your insurance agency.
✓ Your insurance company MUST have an A.M. Best Rating of "A" o Better
✓ For CA loads-trucks and trailers must be equipped with a TRU that complies with CARB's TRU ATCM in-use performance standards

Please fax your complete carrier packet to: Carrier Compliance at (866) 563-9212 or email to

info@coolwaylogistics.com



CARRIER PROFILE

MC#	DOT#	FED ID#	SCAC CODE
Company N	lame:	DBA_	
Physical Ad	dress:	City/S	State/Zip
Mailing Add	dress:	City/S	State/Zip
Phone	Toll	Free	Fax
Dispatch Co	ontact:	Ema	il:
Phone:		Cell:	
Operations	Manager:	Ema	il:
Phone:		Cell:	
After Hours	s Contact:	Ema	ail:
Phone:		Cel	l:
			r:C-TPAT Member
			Number of Reefers
	rs: V53 R53 \		
Do you run Tea	ms? E-tracks	_ Partial LTL Oth	her
I	Camanan	A ===	at Names
insurance	Company:	Age	ent Name:
Phone:	Fax: _	Em	ail:
Factoring	Company:	Phone/Fax	« :
Address: _		City/State/	/Zip:
REFERENC	CES:		
1 COM	ΣΔΝ Υ·	CONTACT:	PHONE
			PHONE
			PHONE



Payment Terms:

Our payment terms are 30 days from *the Date of Receipt* of all required supporting documentation. Originals are not required unless requested for legibility. Please submit through the following method:

billing@coolwaylogistics.com

For billing questions or inquiries please call: Patricia at 805-901-7153

All paperwork submitted MUST include: CARRIER INVOICE:

- a) Reference the CWL/Order # on all pages being turned in
- **b)** Only bill for **ONE** (1) load per invoice
- c) All charges must be billed on the original invoice to include the line Haul and *ALL* accessorial charges with proper documentation
- d) A remittance address and/or factoring company *MUST* be on invoice. We *MUST* receive an Assignment Letter from the factoring company to pay them directly. If you discontinue factoring, we *MUST* receive a Release Letter. It is your responsibility to provide this documentation.
- 1. BOL/POD
- a) MUST be signed by the consignee
- b) MUST be clear and legible (Please confirm before submitting)

2. ACCESSORIAL CHARGES:

If you are invoicing for *detention*, the in/out times must be on the BOL/POD. Please notify dispatch of detention after two hours past your appointment time. Please make sure you read your rate confirmation as each customer may have individual requirements concerning detention. If you are invoicing for *Lumpers*, you will need to inform CWL at the time of occurrence and provide a copy of the receipt with your invoice.

Please note, failure to provide all required documentation may result in non-payment until everything has been received.



ATTENTION CARRIER:

Please use this form to request an insurance certificate from your Insurance Company showing Cool Way Logistics, LLC as the certificate holder.

ATTENTION INSURANCE AGENT:

Cool Way Logistics, LLC 301 South Tubb Street Oakland, FL 34760

Attention: Carrier Compliance

Fax: 866-563-9212

Email: info@coolwaylogistics.com

We look forward to working with you and thank you for choosing Cool Way Logistics, LLC "The Better Brokers"



BROKER - CARRIER AGREEMENT

This Broker- Carrier Agreement (".	Agreement") is entered into this	s day of_	, 20,
("Effective Date") by and between CO	OOL WAY LOGISTICS ("Broken	r") a Registered	Property Broker
pursuant to MC-054551, and _	a	Registered	Motor Carrier,
Permit/Certificate No. DOT-	; (hereinafter referred to as "	CARRIER ")	collectively, the
"Parties." In exchange for the mutual	consideration expressed below, th	e Parties agree	as follows:

- CONTRACT TERM: The term of this Agreement shall be one year from the Effective Date and shall automatically renew for successive one (1) year periods; provided, however, that this Agreement may be terminated as set forth herein or upon thirty (30) day's prior written notice, with or without cause, by either Party at any time. In the event of termination of this Agreement for any reason, the Parties shall be obligated to complete performance of any work in progress in accordance with the terms of this Agreement.
- SERVICES TO BE RENDERED. CARRIER's services under this Agreement are specifically designed to meet the distinct needs of BROKER's customers under the specified rates and conditions set forth herein. At all times herein, CARRIER shall render such transportation services as a motor carrier providing contract carriage pursuant to 49 U.S.C. §§ 13102(4)(B) and 14101(b), respectively.
- CARRIER REPRESENTS AND WARRANTS THAT IT:
 - Is a Registered Motor Carrier of Property authorized to provide transportation of property under contracts with shippers and receivers and/or brokers of general commodities;
 - Shall transport the property under its own operating authority and subject to the terms of this Agreement;
 - Makes the representations herein for the purpose of inducing BROKER to enter into this Agreement;
 - Agrees that a shipper's insertion of BROKER's name as the carrier on a bill of lading shall
 be for the shipper's convenience only and shall not change BROKER's status as a property
 broker nor CARRIER's status as a motor carrier.
 - Will not re-broker, assign or interline the shipments hereunder, and that all freight tendered to CARRIER under this Agreement shall be hauled on equipment owned or leased by CARRIER. In the event that CARRIER breaches this provision, in addition to other rights herein, CARRIER shall forfeit payment for the load at issue, shall waive any and all legal rights and remedies against BROKER with regard to the load at issue and shall re-pay BROKER any funds paid or advanced on the load at issue within seven (7) days of request by BROKER. Notwithstanding termination based on breach of this section, CARRIER shall be deemed the agent of the motor carrier(s) that performed the transportation for the purposes of payment and will remain liable to BROKER as if it had hauled the load for any loss incurred by BROKER. In addition to the indemnity obligation in paragraph 3.H CARRIER will be liable for consequential damages for violation of this Paragraph, regardless of whether arising from the conduct or omissions of CARRIER, subcontractor, or any other third party.
 - Is in, and shall maintain compliance during the term of this Agreement, with all applicable federal, state and local laws relating to the provision of its services including, but not limited to: applicable laws and regulations governing the shipment of wine and alcoholic beverages; transportation of Hazardous Materials, (including the licensing and training of drivers), as defined in 49 C.F.R. § 172.800, § 173, and § 397 et seq. to the extent that any shipments hereunder constitute Hazardous Materials; security regulations; owner/operator lease regulations; loading and securement of freight regulations; implementation and maintenance of driver safety regulations including, but not limited to, hiring, controlled

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- substances, and hours of service regulations; sanitation, temperature, and contamination requirements for transporting food, perishable, and other products; qualification and licensing and training of drivers; implementation and maintenance of equipment safety regulations; maintenance and control of the means and method of transportation including, but not limited to, performance of its drivers.
- Will notify BROKER immediately if its federal Operating Authority is revoked, suspended
 or rendered inactive for any reason; and/or if it is sold, or if there is a change in control of
 ownership, and/or any insurance required hereunder is threatened to be or is terminated,
 cancelled, suspended, or revoked for any reason.
- Shall defend, indemnify and hold BROKER, Shipper, Shipper's customer, and their respective directors, officers, employees and agents (collectively referred to has "Indemnitee"), harmless from:
 - (1) ANY AND ALL CLAIMS MADE AGAINST ANY INDEMNITEE BY OR ON BEHALF OF CARRIER'S EMPLOYEES, AGENTS OR SUBCONTRACTORS FOR SALARY OR OTHER COMPENSATION OR PAYMENTS RESULTING OR CLAIMED TO HAVE RESULTED, IN WHOLE OR IN PART, FROM SERVICES CARRIER, CARRIER'S AGENTS OR SUBCONTRACTORS PERFORM HEREUNDER:
 - (2) ANY AND ALL PENALTIES FOR FINES OF ANY CHARACTER WHICH MAY BE SOUGHT TO BE ENFORCED AGAINST ANY INDEMNITEE BY REASON OF AN ALLEGED VIOLATION BY CARRIER, CARRIER'S AGENTS OR SUBCONTRACTORS OF ANY FEDERAL, STATE, OR MUNICIPAL LAW, RULE OR REGULATION;
 - (3) ALL CLAIMS, DEMANDS, ACTIONS OR CAUSES OF ACTION WHICH MAY AT ANY TIME BE BROUGHT AGAINST ANY INDEMNITEE BECAUSE OF DEATH OR INJURY TO ANY PERSON, INCLUDING CARRIER'S EMPLOYEES, AGENTS OR SUBCONTRACTORS OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO CARGO BEING TRANSPORTED HEREUNDER) WHICH MAY ARISE FROM OR IN CONNECTION WITH: (I) THE MAINTENANCE, USE OR OPERATION (INCLUDING LOADING AND UNLOADING) BY CARRIER, CARRIER'S AGENTS OR SUBCONTRACTORS OF ANY MOTOR VEHICLE OR EQUIPMENT IN PERFORMANCE OF SERVICES UNDER THIS AGREEMENT; AND/OR (II) ANY AND ALL ACTS OR OMISSIONS OF CARRIER, CARRIER'S AGENT'S OR SUBCONTRACTORS IN PROVIDING THE TRANSPORTATION SERVICES TO BE PROVIDED UNDER THIS AGREEMENT; AND,
 - (4) ANY AND ALL OTHER CLAIMS MADE BY OR ON BEHALF OF A SHIPPER OR ITS CUSTOMERS AGAINST ANY OTHER INDEMNITEE, IF SUCH CLAIM ARISES FROM SERVICES RENDERED BY CARRIER, CARRIER'S AGENTS OR SUBCONTRACTORS UNDER THIS AGREEMENT.
 - THE INDEMNITY HEREIN PROVIDED SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO ALL COSTS, EXPENSES, EXPERT'S FEES AND REASONABLE ATTORNEYS' FEES INCURRED OR PAYABLE BY ANY INDEMNITEE IN SETTLING SUCH CLAIMS OR PENALTIES OR FINES OR IN INVESTIGATING OR DEFENDING AGAINST SAME. The indemnity herein provided is notwithstanding whether the Parties insurance as referred to in paragraph 5.F is valid or provides coverage. This provision shall remain in full force and effect both during and after the Term of this Agreement.

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- Does not have an "Unsatisfactory" safety rating issued by the Federal Motor Carrier Safety Administration (FMCSA), U.S. Department of Transportation, and will notify BROKER
- in writing immediately if its safety rating is changed to "Unsatisfactory" or "Conditional".
 BROKER shall have the right, at the option of BROKER, to terminate this Agreement immediately upon receipt of such notice of DOT audit, safety rating change or threatened audit or change.
- Is compliance with and will abide by the requirements of the California Air Resources Board (CARB) Heavy-Duty Vehicle Greenhouse Gas (Tractor-Trailer GHG) Emission Reduction Regulations, including but not limited to those in **Appendix A**.
- Authorizes BROKER to invoice CARRIER's freight charges to shipper, consignee, or third parties responsible for payment.
- Is in compliance with 49 C.F.R. § 395.8, et seq. (the Electronic Logging Device Rule).
- Is compliance with and will abide by the requirements and delegable duties set forth in the Food Safety Moderation Act, including but not limited to those in **Appendix B**.

BROKER RESPONSIBILITIES:

• RATES: CARRIER shall be compensated for such transportation in accordance with the rates and charges on the applicable Rate Form, regardless of whether another pricing provision published by CARRIER might be more favorable to CARRIER, BROKER or Shipper. Additionally, any rates, which may be verbally agreed upon, shall be deemed confirmed in writing where CARRIER has billed the agreed rate and BROKER has paid it. Compensation for stop-offs, detention, loading or unloading, fuel surcharges, or other accessorial charges, as well as references in shipping documents to released rates or values, or tariff rules or circulars, shall only be valid when specifically agreed to in a signed writing by the Parties.

BILLING AND PAYMENT:

- BROKER agrees to conduct all billing services to shippers. CARRIER shall invoice BROKER for its (CARRIER's) charges, as mutually agreed in writing, by fax, or by electronic means, contained in BROKER's Rate Form(s) incorporated herein by reference. Additional rates for truckload or LTL shipments, or modifications or amendments of the above rates, or additional rates, may be established to meet changing market conditions, shipper requirements, BROKER requirements, and/or specific shipping schedules as mutually agreed upon, and shall be confirmed in writing (or by fax) by both Parties.
- The Parties agree that BROKER is the sole Party responsible for payment of CARRIER's charges. CARRIER waives any and all claims CARRIER may subsequently have against the Shipper or Shipper's customer for payment of charges for services rendered by CARRIER hereunder. This undertaking by CARRIER shall survive the termination of this Agreement.
- Compensation paid to CARRIER under this Agreement may be withheld in whole
 or in part by BROKER, or any of its subsidiaries or related companies, to satisfy
 claims or shortages arising out of this or any other Agreement with CARRIER, or
 to satisfy advances made to, or on behalf of CARRIER, or to satisfy any debt owed
 by CARRIER to BROKER or any of its subsidiaries or related companies.
- Provided CARRIER is not in default under the terms of this Agreement, and subject to 4(B)(iii), BROKER agrees to pay CARRIER's invoice within 30 days of receipt of the bill of lading or proof of delivery.
- Upon CARRIER's acceptance of payment for a load, CARRIER agrees to waive all rights and remedies it has or may have against BROKER under 49 C.F.R. part 371 with regard to that particular load. Payment and other disputes are subject to the terms of paragraph 7.D, which provides in part that prevailing parties are entitled to recovery of costs, expenses and reasonable attorney fees.



- BROKER reserves the right to reduce compensation to CARRIER by the actual
 amount of additional cost incurred by BROKER when BROKER must arrange
 alternative transportation services to replace services promised, but not provided,
 due to CARRIER's negligence.
- BOND: BROKER shall maintain a surety bond on file with the Federal Motor Carrier Safety Administration (FMCSA) in the form and amount not less than that required by that agency's regulations.

• CARRIER RESPONSIBILITIES:

- SERVICES: In performing any transportation services hereunder (the "Services"), CARRIER, at its own expense, shall at all times provide and maintain: safe and adequate freight handling facilities; sufficient and duly qualified, competent, skilled and properly trained and licensed drivers; all other personnel, motor vehicles and transportation related equipment in good working order necessary to perform the required transportation services in a safe manner; and all requisite operating permits and authorities.
- EQUIPMENT: Subject to its representations and warranties in Paragraph 5(A) above, all vehicles and equipment supplied by CARRIER for the performance of the Services under this Agreement are fully licensed for operation and comply with all licensing conditions and/or safety requirements in jurisdictions that may be required in performing Services hereunder. CARRIER will not supply equipment that has been used to transport hazardous wastes, solid or liquid, regardless of whether they meet the definition in 40 C.F.R. § 261.1 et. seq. CARRIER will pay all expenses related, in any way, with the use and operation of the Equipment and will not obligate BROKER for payment, use or operation of vehicles and equipment it uses to provide the Services. CARRIER will maintain the Equipment in good repair, mechanical condition and appearance, and meet all safety and other requirements of all applicable laws, rules, and regulations of the United States and any other jurisdiction required in order to perform the Services hereunder. CARRIER shall comply with all testing and inspection requirements set forth in 49 CFR § 396. CARRIER agrees that all shipments will be transported and delivered with reasonable dispatch, or as otherwise agreed in writing and/or stated on rate confirmation.
- DRIVERS: All drivers operating vehicles and equipment pursuant to this Agreement will meet all legal requirements, and will be drug and alcohol free at all times while performing any Services hereunder. All drivers shall be enrolled in a random drug and alcohol testing program as outlined in 49 C.F.R. § 382 (the "Testing Program"). CARRIER is responsible for providing BROKER with evidence of current enrollment. CARRIER shall also provide BROKER with proof that the CARRIER's employees or agents are participating in the Testing Program. Nothing in this paragraph alters the independent contractor relationship between BROKER and CARRIER and shall not in any way be construed to make CARRIER, its employees or contractors, employees of BROKER. CARRIER shall immediately notify BROKER of any violation of the rules and regulations of the United States DOT or other legally required alcohol and drug rules and regulations as they apply to commercially licensed carriers. CARRIER shall immediately notify BROKER if any of CARRIER's drivers or other personnel test positive for drugs or alcohol under the Testing Program or fail to comply with testing requirements.
- BILLS OF LADING: CARRIER shall issue a bill of lading in compliance with 49 U.S.C. § 80101 et seq., 49 C.F.R. § 373.101 (and any amendments thereto), for the property it receives for transportation under this Agreement. If CARRIER intentionally or inadvertently executes a bill of lading containing Nonstandard Terms without BROKER'S prior written consent, CARRIER shall indemnify BROKER under paragraph 3(H) of this Agreement for all risks and liability which the Nonstandard Terms may attempt to impose on BROKER. Under no circumstances shall CARRIER execute a bill of lading or any other document, which represents or holds out BROKER as the motor carrier responsible for



delivery of any cargo. Unless otherwise agreed in writing, CARRIER shall become fully responsible/liable for the freight when it takes/receives possession thereof, and the trailer(s) is loaded, regardless of whether a bill of lading has been issued, and/or signed, and/or delivered to CARRIER, and which liability shall continue until delivery of the shipment to the consignee and the consignee signs the bill of lading or delivery receipt. Any terms of the bill of lading (including but not limited to payment terms) inconsistent with the terms of this Agreement shall be controlled by the terms of this Agreement. Failure to issue a bill of-Lading or sign a bill of lading acknowledging receipt of the cargo, by CARRIER, shall not affect the liability of CARRIER. CARRIER shall notify BROKER immediately, prior to proceeding from the location, of any exceptions made on the bill of lading, manifest or other receipt.

LOSS & DAMAGE CLAIMS:

- CARRIER agrees to furnish BROKER notice immediately, or as soon as is reasonably possible, by telephone of any occurrence or transaction which may give rise to a claim against either the CARRIER, the BROKER, or the BROKER's customer(s) under the terms of this Agreement.
- CARRIER assumes the same liability as a common carrier for full actual loss, subject to the provisions of 49 U.S.C. § 14706 (Carmack Amendment). For purposes of this section, the measure of CARRIER's liability shall be the full invoice value of any product lost or damaged plus all incidental expenses arising from the loss, damage or injury. BROKER expressly reserves any other rights and remedies available under federal or state law. CARRIER shall comply with 49 C.F.R. § 370.1 et seq. and any amendments and/or any other applicable regulations adopted by the Federal Motor Carrier Safety Administration, U.S. Department of Transportation, or any applicable state regulatory agency, for processing all loss and damage claims and salvage. CARRIER shall not sell or salvage any goods without the express written consent of BROKER.
- Special Damages: CARRIERs indemnification liability (Paragraph 3.H) for freight loss and damage claims under this sub-paragraph E(ii) shall include legal fees which shall constitute special damages, the risk of which is expressly assumed by CARRIER, and which shall not be limited by any liability of CARRIER under sub-paragraph (ii) above. No limitation of liability found in CARRIER's tariff, rules or classifications, including NMFC shall in any way lessen or limit CARRIER's liability.
- Notwithstanding the terms of 49 C.F.R. § 370.9, CARRIER shall pay, decline or
 make settlement offer in writing on all cargo loss or damage claims within 30 days
 of receipt of the claim. Failure of CARRIER to pay, decline or offer settlement
 within this 30 day period shall be deemed admission by CARRIER of full liability
 for the amount claimed and a material breach of this Agreement. Past due claims
 shall be interest at the highest rate allowed by law.
- INSURANCE: CARRIER agrees to purchase and maintain, at CARRIER's sole expense, the below-required coverage by purchasing same from an insurance company with an A.M. Best's rating of A- or better and unless otherwise agreed, subject to the following minimum limits:
 - Automobile Liability Coverage of \$1,000,000 per occurrence and aggregate (except for intrastate carriers, which shall be in limits set forth by applicable state statute);
 - Non-Trucking General Liability (Limits of \$1,000,000 per occurrence and aggregate)
 - Cargo insurance for coverage of damage to or loss of cargo (including an endorsement for coverage of the transport of wine and alcoholic beverages, theft



- by employee, driver error, mysterious disappearance, unattended vehicle, reefer breakdown, loss or damage due to freezing, spoilage, contamination, mildew, moss or deterioration, and any other endorsements required by BROKER or its customer) in the amount of \$250,000 per occurrence unless otherwise agreed in writing by BROKER prior to CARRIER taking possession of the shipment.
- Occupational accident for owner-operators (\$500,000 or in limits equal to state workers' compensation requirements) or, if CARRIER is domiciled in a state that requires Workers Compensation insurance coverage, CARRIER shall provide workers compensation insurance coverage on CARRIER and shall provide Workers Compensation insurance coverage in all states on those of CARRIER's drivers, employees, agents and other person required to be principally covered under the workers compensation law of the domicile state. Workers' Compensation coverage, where required, shall be in amounts not less that the statutory limits required by the applicable state's law.
- CARRIER shall furnish BROKER with Certificate(s) of Insurance naming BROKER as a loss payee and additional insured. Such certificate will state that insurance carrier will provide BROKER with thirty (30) days advance written notice of cancellation or termination or change in coverage. CARRIER shall cause its insurance carrier to provider BROKER with a waiver of the insurer's subrogation against BROKER and shipper as to the above outlined coverage (i) through (iv). Except for the higher coverage limits which may be specified above, the insurance policies shall comply with minimum requirements of the Federal Motor Carrier Safety Administration and any other applicable regulatory state agency. All policies will contain a severability of interest provision in favor of BROKER or a full and complete breach of warranty endorsement to the effect that the insurance coverage will not be invalidated as regards the interest of BROKER by any act, failure to act, or neglect of CARRIER which is in violation of the terms and conditions of such insurance. Nothing in this section shall be construed to limit CARRIER's liability due to any exclusion, deductible or policy limit or provision contained in the contract of insurance maintained by CARRIER.
- ASSIGNMENT OF RIGHTS: CARRIER automatically assigns to BROKER all its rights to collect freight charges from Shipper or any responsible third party on receipt of payment from BROKER.
- WAIVER OF CARRIER'S LIEN. CARRIER shall not have any right, title, interest, ownership, or claim in the goods tendered for transportation services by or for Shipper under this Agreement. CARRIER shall not in any way encumber or otherwise impair Shipper's right to possession of any goods transported pursuant to this Agreement for any reason including the existence of any dispute as to prices or any alleged failure of general credit of BROKER and CARRIER hereby waives and releases all liens that CARRIER might otherwise have to any such goods in the possession or control of CARRIER or CARRIER's agents, including but not limited to those under 49 U.S.C. § 13707 and 49 U.S.C. § 80109.
- MISCELLANEOUS:
 - INDEPENDENT CONTRACTOR: The relationship between the parties hereto shall be that of independent contractor and not a partner, joint venture, agent or employee of Shipper or BROKER for any purpose. CARRIER has complete responsibility for the management and control of its business and for the nature, extent and methods of conducting its business, including but not limited to routing of freight. CARRIER and its selected subcontractors or agents shall employ, pay, discipline, discharge, supervise, and direct those persons required for the performance of the freight transportation services required by this Agreement, and each shall have exclusive authority over its own respective employees. Under no circumstances shall CARRIER or its subcontractors, agents or



- employees be deemed, or hold themselves out as employees of BROKER and/or any customers of BROKER.
- NON-EXCLUSIVE AGREEMENT: CARRIER and BROKER acknowledge and agree that this contract does not bind the respective Parties to exclusive services to each other. Either Party may enter into similar agreements with other carriers, brokers, or freight forwarders.
- WAIVER OF PROVISIONS:
 - Failure of either Party to enforce a breach or waiver of any provision or term of this Agreement shall not be deemed to constitute a waiver of any subsequent failure or breach, and shall not affect or limit the right of either Party to thereafter enforce such a term or provision.
 - This Agreement is a contract within the meaning of 49 U.S.C. § 14101(b)(1). Carrier hereby expressly waives any and all rights and remedies that Carrier may have under Part B of Subtitle IV (49 U.S.C. §§ 13101 through 14914) that are contrary to specific provisions of this Agreement, provided, however, that nothing in this Agreement shall be construed as waiving any provision governing Carrier's compliance with all statutory registration, insurance and/or safety fitness requirements relative to motor carriers, such as Carrier. BROKER expressly reserves all rights and remedies of BROKER, Shipper or customers of Shipper as set forth in 49 U.S.C. §§ 14101(a), 14701, and 14704, inclusive. The fact that Carrier may provide common carrier services as part of its overall operations, and maintain schedules, rules, rates and charges relative thereto, shall have no applicability to the contract relationship between the parties created hereunder. The terms of this Agreement shall apply to all BROKER loads hauled by Carrier, regardless of whether received directly or indirectly from BROKER.
- DISPUTES: Except as provided in Paragraph 7(E), in the event of a dispute arising out of this Agreement, including but not limited to Federal or State statutory claims, the Party's sole recourse shall be to arbitration by one (1) arbitrator in County, , conducted by the Transportation ADR Council, in accordance with its rules then in effect ("Arbitration"). Arbitration proceedings shall be commenced within eighteen (18) months from the date of delivery or scheduled date of delivery of the freight, whichever is later. The decision of the arbitrator shall be binding and final and the award of the arbitrator may be entered as judgment in any court of competent jurisdiction. The prevailing party shall be entitled to recovery of costs, expenses and reasonable attorney fees as well as those incurred in any action for injunctive relief, or in the event further legal action is taken to enforce the award of arbitrators. The costs of any such Arbitration shall be borne equally by the CARRIER and the BROKER, unless the arbitrator(s) deems such division of costs to be inequitable, in which event the arbitrator(s) may allocate the costs of Arbitration among the parties thereto as s/he deems just and equitable under the circumstances. Unless preempted or controlled by federal transportation law and regulations, the laws of the State of FLORIDA shall be controlling. The arbitration provisions of this paragraph shall not apply to enforcement of the award of arbitration. All claims for arbitration under this Agreement must be brought in the party's individual capacity and not as a plaintiff or class member in any purported class, collective action, or representative proceeding. The arbitrator may not consolidate the claims, and may not otherwise preside over any form of a representative or class proceeding. THE CARRIER AND BROKER HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY OR AGAINST EACH OTHER ON, OR IN RESPECT OF, ANY MATTER ARISING OUT OF, RELATING TO OR PERTAINING TO THIS AGREEMENT, OR THE INTERPRETATION, BREACH, ENFORCEMENT OR SUBJECT MATTER THEREOF.

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NO BACK SOLICITATION:

- During the terms of this agreement and for one year thereafter, CARRIER agrees not to back solicit any shipper, consignor, consignee or customers of BROKER for any business where (1) the availability of such traffic became known to CARRIER as a result of BROKER's efforts, or (2) the traffic was first tendered to CARRIER by BROKER, either directly or indirectly.
- In the event of breach of this provision, BROKER shall be entitled, for a period of 12 months following delivery of the last shipment transported by CARRIER under this Agreement, to a commission of 15 percent of the gross transportation revenue (as evidenced by freight bills) received by CARRIER for the transportation of said freight as liquidated damages. Additionally, BROKER may seek injunctive relief and in the event it is successful, CARRIER shall be liable for all costs and expenses incurred by BROKER, including, but not limited to, reasonable attorney's fees.

• CONFIDENTIALITY:

- In addition to Confidential Information protected by law, statutory or otherwise, the Parties agree that all of their financial information and that of their customers, including but not limited to freight and brokerage rates, amounts received for brokerage services, amounts of freight charges collected, freight volume requirements, as well as personal customer information, customer shipping or other logistics requirements shared or learned between the Parties and their customers, shall be treated as Confidential, and shall not be disclosed or used for any reason without prior written consent. In the event of violation of this Confidentiality paragraph, the Parties agree that the remedy at law, including monetary damages, may be inadequate and that the Parties shall be entitled, in addition to any other remedy they may have, to an injunction restraining the violating Party from further violation of this Agreement in which case the prevailing Party shall be liable for all costs and expenses incurred, including but not limited to reasonable attorney's fees.
- MODIFICATION OF AGREEMENT: This Agreement may not be amended, except by mutual written agreement).

NOTICES:

- All notices provided or required by this Agreement, shall be made in writing and delivered, return receipt requested, to the addresses shown herein with postage prepaid; or by confirmed electronically acknowledged on paper, or fax.
- The Parties shall promptly notify each other of any claim that is asserted against either of them by anyone arising out of the Parties performance of this Agreement.
- Notices sent as required hereunder, to the addresses shown in this Agreement shall be deemed sent to the correct address, unless the Parties are notified in writing of any changes in address.
- SURVIVAL: In the event any of the terms of this Agreement are determined to be invalid or unenforceable, no other terms shall be affected and the unaffected terms shall remain valid and enforceable as written. The representations, rights and obligations of the Parties hereunder shall survive termination of this Agreement for any reason.
- COUNTERPARTS: This Agreement may be executed in any number of counterparts, each of which shall be deemed to be a duplicate original hereof.
- FAX CONSENT: The Parties to this Agreement are authorized to fax to each other at the numbers shown herein, (or otherwise modified in writing from time to time) shipment availability's, equipment and rate promotions, or any advertisements of new services.
- DEFAULT: In the event either party files a voluntary petition in bankruptcy court, or makes an assignment for benefit of creditors, or is voluntarily or involuntarily adjudicated a bankrupt, or has a receiver appointed for its business, becomes insolvent, or defaults in



- compliance with one or more provisions of this Agreement, and said default is not remedied within thirty (30) days after written notice of such default, the other Party may elect to immediately terminate this Agreement.
- ASSIGNMENT. This Agreement shall apply to and bind the successors and assigns of the
 parties, provided, however, that no such assignment of interests or obligations under this
 Agreement or arising from its breach, including but not limited to the assignment of any
 monies due and payable, shall be effective without the prior written consent of the other
 party.
- ENTIRE AGREEMENT: Except as provided herein, and unless otherwise agreed in writing, this Agreement contains the entire understanding of the Parties and supersedes all verbal or written agreements and understandings of the Parties relating to the subject matter stated herein. The Parties further intend that this Agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence may be introduced to reform this Agreement in any judicial or arbitration proceeding involving this Agreement.

IN WITNESS WHEREOF, we have signed this agreement the date and year first showed above.

BROKER:	<u>CARRRIER:</u>
COOL WAY LOGISTICS, LLC	
Authorized Signature	Authorized Signature
Rosa Morales Giraldo, CTB Printed Name	Printed Name
FREIGHT BROKER	
Title 301 SOUTH TUBB ST, UNIT - F1	Title
Address	Address
OAKLAND, FL 34760	
City, State & Zip Code	City, State & Zip Code

INITIALS ____



APPENDIX A CALIFORNIA AIR RESOURCES BOARD NOTICE

Effective January 1, 2013, the California Air Resources Board ("CARB") issued regulations governing the operation of Transport Refrigeration Units ("TRUs") on California Highways and Railways. TRUs are also referred to as reefers. The purpose of this regulation is to help enforce the CARB's Airborne Toxic Control Measure ("ATCM").

The regulations apply to all TRUs that are transported on California highways and railways. Motor carriers are required to dispatch only trucks and trailers equipped with TRUs that are compliant with CARB's TRU ATCM in-use performance standards. Drivers are prohibited from operating non-compliant TRUs. A TRU that is operational (e.g. capable of being operated) shall be considered to operate if it is in the state of California.

California-based shippers and receivers are also required to use only trucks and trailers that are compliant with the CARB's TRU ATCM in-use performance standards. The regulations also require that the motor carrier and driver have other shipment information, including contact information about the business entity that hired them.

The State of California may assess penalties for violating the regulations.

In order to comply with the new regulations, the following requirements will apply to all <u>Cool Way Logistics</u> shipments that involve use of TRU equipment for highway or railway transportation in the State of California. These requirements will apply to any shipment that is transported within the California, even if the motor carrier is not based in California or the shipment does not originate in California. These requirements will also apply to dry shipment hauled in a trailer equipped with a TRU.

- 1. All carriers performing services for <u>Cool Way Logistics</u> that include the transportation of freight within the State of California in reefer-equipped trucks, tractor-trailers, shipping containers, or railcars are required to use only trucks and trailers that are equipped with a TRU that complies with CARB's TRU ATCM in-use performance standards.
- 2. As a carrier performing services for <u>Cool Way Logistics</u>, you are required to clearly show on the shipment bill of lading the CARB IDN for any TRU equipment. As a pre-condition of <u>Cool Way Logistics</u> tendering a load of freight to Carrier, you will be required to make the following certification: Carrier certifies that any TRU equipment used to transport a load within the state of California will be in compliance with the in-use requirements of California's TRU regulations.
- 3. Any carrier that violates the requirements of the CARB's TRU regulations will be held responsible for any resulting fines and penalties (including those imposed on BROKER's customers), will be deducted from CARRIER's freight pay, and will not be hired or used by <u>Cool Way Logistics</u> again until they can demonstrate that they are in full compliance with CARB's TRU ATCM in-use performance standards.
- 4. Carriers are responsible for ensuring that drivers have the following required information: driver's license; truck or tractor registration; trailer registration; and bill of lading or freight bill with origin or destination of freight being transported; shipper business name, street address, state, and ZIP code; receiver business name, street address, state, and ZIP code; and motor carrier business name and contact person's name and phone number that dispatched the driver. Drivers name and contact information as set forth above.

INITIALS ____ 15



5. CARB regulations require Broker to provide the motor carrier with the name, address, and contact person and phone number of the warehouse personnel arranging for the shipment, all of which can be found on the rate confirmation sheet. The contact person whose name should be included on the bill of lading or freight bill when customer is arranging transport with the carrier is: [insert contact information].
The motor carrier is responsible for providing this information to the dispatched driver and including it on the bill of lading or freight bill that will accompany the driver.
CARRIERS ARE NOT AUTHORIZED TO TRANSPORT A SHIPMENT FORUNLESS THE CARRIER COMPLIES WITH THE REQUIREMENTS OF THE CARB REGULATIONS AND THIS NOTICE.
By signing below, I have read the forgoing CARB notice and I agree to comply with all requirements of the TRU ATCM In-Use Performance Standards.
(Signature)
(Printed name)
By:
Title:



APPENDIX B COMPLIANCE WITH FOOD SAFETY MODERNIZATION ACT

All contracting carriers agree to the following terms and conditions when transporting refrigerated commodities, human and animal foods and other shipments which may be subject to adulteration in transit.

- CARRIER agrees to comply with all delegable duties permitted under the Act as well as shipper or carrier requirements as set forth by the shipper or broker in writing as part of the load confirmation process or as set forth on the bill of lading at time of pickup.
- All transportation operations must be conducted under such conditions and controls necessary to prevent the food from becoming unsafe during transportation operations including:
 - Taking effective measures such as segregation, isolation, or the use of packaging to protect food from contamination by raw foods and nonfood items in the same load.
 - Taking effective measures such as segregation, isolation, or other protective measures, such as hand-washing, to protect food transported in bulk vehicles or food not completely enclosed by a container from contamination and cross-contact during transportation operations.
 - Taking effective measures to ensure that food that requires temperature control for safety is transported under adequate temperature control.
 - Taking measures to ensure vehicles and transportation equipment meet the shipper's
 specifications and are otherwise appropriate to prevent the food from becoming unsafe
 during the transportation operation. Such equipment shall be clean, odor free, dry, leakproof, free of contamination, free of infestation, and that has never, to the best of
 CARRIER's knowledge, been used to transport refuse, garbage, trash or solid or liquid
 waste or hazardous materials.
 - Once the transportation operation is complete and upon request, provide the operating temperature specified by the shipper, if requested by the shipper, receiver or BROKER, demonstrate that it has maintained temperature conditions during the transportation operation consistent with the operating temperature specified by the shipper.
 - Before offering a vehicle or transportation equipment with an auxiliary refrigeration unit for use for the transportation of food that requires temperature control for safety under the conditions of the shipment during transportation, CARRIER must pre-cool each mechanically refrigerated cold storage compartment as specified by the shipper.
 - If requested by the shipper or BROKER, a carrier that offers a bulk vehicle for food transportation must provide information to the shipper that identifies the previous cargo transported in the vehicle.
 - If requested by the shipper or BROKER, a carrier that offers a bulk vehicle for food transportation must provide information to the shipper that describes the most recent cleaning of the bulk vehicle.
 - Develop and implement written procedures subject to the records requirements of 21 CFR § 1.912(b).
 - Retain records to demonstrate compliance with the Act, including training records and any other written agreements assigning tasks in compliance with 21 CFR § 1.912(c) and (d) for a period of 12 months beyond the termination of the agreements.
- CARRIER further agrees to ensure its trailer equipment is inspected and certified by the shipper as fit to load at point of origin, shall properly pulp shipments if required to do so, shall maintain seal integrity during transit, and evidence of temperature in transit.
- In the event of a rejected delivery, CARRIER shall immediately contact BROKER, shall note the extent of any damage, and shall thereafter maintain temperature awaiting BROKER's direction for redelivery, inspection and salvage.



THIS APPENDIX is agreed to by the undersigned parties as of the latest date set forth below:

BROKER:	<u>CARRRIER</u>
COOL WAY LOGISTICS, LLC	
Authorized Signature	Authorized Signature
Rosa Morales Giraldo, CTB Printed Name	Printed Name
FREIGHT BROKER Title	 Title





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

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

SERVICE DATE December 21, 2017

LICENSE MC-54551-B U.S. DOT No. 3059833 COOL WAY LOGISTICS LLC WINTER GARDEN, FL

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.

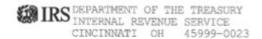
Jeffrey L. Secrist, Chief

Affy f. Stan +

Information Technology Operations Division

BPO





COOL WAY LOGISTICS

Date of this notice: 10-12-2017

Employer Identification Number:

82-3065108

Form: SS-4

Number of this notice: CP 575 B

JAMES DELANEY GEN PTR

228 E ROUTE 59 STE 314 For assistance you may call us at:
NANUET, NY 10954 1-800-829-4933

IF YOU WRITE, ATTACH THE STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 82-3065108. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1065 03/15/2018

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, Accounting Periods and Methods.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, Entity Classification Election. See Form 8832 and its instructions for additional information.

A limited liability company (LLC) may file Form 8832, Entity Classification Election, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, Election by a Small Business Corporation. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.



Form W-9 (Rev. October 2016)

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.

Name its shown on your income tax return). Name is required on this lin	e; do not leave this line blank.										
COOL WAY LOGISTICS LLC 2 Business namo/disragarded entity name, if different from above											
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.				4 Exemptions (codes apply only to certain entities, not individuals; see							
Individual/sole proprietor or C Corporation S Corporation Partnership 1				☐ Trust/setate instru				structions on page 3):			
F Limited liability company. Enter the tax classification IC=C corporation	Z Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership)				Exampt payee code (if an						
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not of LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC another LLC that is not disregarded from the owner for LLS. Section tax purposes. Otherwise, a single-member LLC is disregarded from the owner should check the appropriate box for the tax classification of its owner.			TEAL								
Other (see instructions) >	or an electronic or as carra			Poorh	e to acco	urti ro	cons	ranco	rthe (CE)		
5 Address (number, street, and apt. or suite no.) See instructions.		Requester's	s name a						114040		
301 SOUTH TUBB STREET F1											
6 City, state, and ZIP code											
OAKLAND, FL 34760											
7 List account number(s) here (optional)											
Parel Taxpayer Identification Number (TIN)											
Enter your TIN in the appropriate box. The TIN provided must match the n	name given on line 1 to avo	id 80	ocial sec	urity	numbe	*					
backup withholding. For individuals, this is generally your social security is resident alien, sole proprietor, or disregarded entity, see the instructions to	number (SSM). However for		TT	7	T	7	Г	Т			
entries, it is your employer identification number (EIN). If you do not have	a number, see How to get		11	1-	Н	1.	-				
rand, satter.		or		-	_		-				
Note: If the account is in more than one name, see the instructions for line	e 1. Also see What Name ar	nd En	ngioyer	identi	ficatio	n nun	nber				
Number To Give the Requester for guidelines on whose number to enter.		8	2 .	3	0	6 5	1	0	8		
Part II Certification						1	1				
Under penalties of perjury, I certify that:			_								
 The number shown on this form is my correct taxpayer identification nu I am not subject to backup withholding because: (a) I am exempt from it Service (IRS) that I am subject to backup withholding as a result of a fail no longer subject to backup withholding; and 	Potentio un sudificionalistico e ese (fis). E	Security street 1	Marian ma	ACME	the same	and March		Reve	mue at I arr		
3. I am a U.S. citizen or other U.S. person (defined below); and											
 The FATCA code(s) entered on this form (if any) indicating that I am exe 	mpt from FATCA reporting	is correct.									
Certification instructions. You must cross out item 2 above if you have been you have failed to report all interest and dividends on your tax return. For real acquisition or abandonment of secured property, cancellation of debt, contribu- other than interest and dividends, you are not required to sign the certification.	estate transactions, item 2 d utions to an individual satisses	oes not ap	pply. For	mon	gage	ntere	et pa	id,			
Sign Signature of U.S. person >		1	-11	_/	20)					
A. Charles A. Charles A. O. Loud	De	te* U	11.	- 0	M	_					
General Instructions	 Form 1099-DIV (divided funds) 	Form 1099-DIV (dividends, including those from stocks or mutual funds)									
Section references are to the Internal Revenue Code unless otherwise noted.	 Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) 										
Future developments. For the latest information about developments elated to Form W-9 and its instructions, such as legislation enacted ifter they were published, go to www.irs.gov/FormW9.	 Form 1099-B (stock of transactions by broken 	or mutual s)	fund sa	les ar	nd cer	tain o	other				
• Form 1099.9 /r		proceeds from real estate transactions)									
urpose of Form *Form 1099-K (merchant of							rans	action	nel		
in Individual or entity (Form W-9 requester) who is required to file an sformation return with the IRS must obtain your correct taxpayer	 Form 1098 (home mortgage interest), 1096-E (student loan interest), 1096-T (tuition) 										
dentification number (TIN) which may be your social security number SSN), individual taxpayer identification number (ITIN), adoption	Form 1099-C (canceled debt)										
expayer identification number (ATIN), or employer identification number	 Form 1099-A (acquisition or abandonment of secured property) 										
(IN), to report on an information return the amount could to you, or other	Use Form W-9 only I	you are a	U.S. p						t.		
mount reportable on an information return. Examples of information sturns include, but are not limited to, the following.	atien), to provide your o	orrect TIN	V.								
Form 1099-INT (interest earned or paid)	If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.										
Cat. No. 10231X					Fo	m W	-9	Hov. 1	0-2018		



301 South Tubb Street, Unit - F1

Oakland, FL 34760

Office: 407.347.2250

Fax: 866.563.9212

Email: INFO@coolwaylogistics.com

EIN# 82-3065108

MC# 54551

US DOT# 3059833

Date Established: 09-28-2017



CREDIT REFERENCES:

1. <u>APEX Capital Corp</u>

P.O. Box 961029

Fort Worth, TX 76161-1029

TEL: 817.332.7300

2. <u>Coyote Logistics, LLC</u>

2545 West Diversey Avenue

Chicago, IL 60647

TEL: 847.235.7304

3. <u>eCapital LLC</u>

P.O. Box 206773

Dallas, TX 75320-6773

TEL: 800.705.1500 Option 1

4. <u>R Deep Transportation</u>

P.O. Box 206773

Dallas, TX 75320

TEL: 707.718.0778

5. Bal Bros

692 Greentree Circle

Fairfield, CA 94534

TEL: 707.398.6873