CARRIER PACKET- REQUIRED DOCUMENTS

To become an approved carrier for PURE TRANSPORTATION LLC we need the following items to complete our files :

- 1. Partner Carrier Expectations
- 2. Signed Master Broker Carrier Agreement
- 3. Carrier Profile
- 4. Operating Authority
- 5. Original Insurance Certificate

Certificate Holder :

- a. General Liability (1 million) *Optinal
- b. Auto Liability (1 million) * Requiered
- c. Cargo (\$100,000) *required
- d. Workers Comp / WSIB Canada
- 6. W-9 Filled Out US/W-88EN Canada
- 7. Safety Questionaire
- 8. Equipment Requirements Form Signed
- 9. C-TPAT Questionnaire
- 10. ACTA CONSTITUTIVA (Mexico Only)
- 11. Copy of RFC (Mexico Only)
- 12. Trailer Insurance-Remolque Indistinto (Mexico Only)

Please Return completed to Partner Carrier Compliance Group

Via Fax : 800-710-6685

Via Email: puretransportationllc@gmail.com

PARTNER CARRIER EXPECTATIONS

We are committed to providing the highest level of service to our customers. To honor this Commitment. We require the following from our valued partner carriers:

- Proper securement of freight prior to transit
- Verification of freight and paperwork before leaving shipper
- Status updates of in-transit shipments every 2 hours by phone or by website update.
- 24 hour operations are preferred! After hours contacts or driver contact information for carriers who are not staffed

Marco Point tracking is mandatory for carriers not staffed 24 hours.

- Immediate notification of any delays or issues while in transit
- Pure Transportation LLC are staffed 24 hours 7 days a week to assist with any issues or questions you might encounter.

As always, if there is anything we can do to help you become more successful working with Pure Transportation LLC we would welcome your input. Please call us or e-mail directly to (248) 530 9200 or <u>puretransportationllc@gmail.com</u>

Thank you for partnering with

INTER -MEXICO TRANSPORTATION SERVICE CONTRACT

This transportation services contract ("contract") effective as of __________(date), is made by and between Pure Transportation LLC and affiliated entities, a Michigan corporation, whose place of business is located in Troy , MI, and _______, ("carrier"), an entity pursuant to the laws of Mexico, whose principal place of business is located in ______, Mexico, upon the following terms and conditions:

DECLARATIONS

Whereas,______ is a licensed transportation company, broker and logistics company that controls the transportation of freight ("cargo"), under its contractual arrengements with various consignors and consignees, on their agents ("customer(s)"

Whereas, "carrier" is authorized to operate in international commerce, including movements between the United States of America, Canada and Mexico and within the interior of Mexico, all as described and defined by their operating authorities attached hereto and incorporated herein.

Whereas "carrier", is authorized, and permitted by the applicable laws of Mexico, to enter into contracts such, as the instant one.

Whereas "carrier" though its attorney-in-fact and legal representative , hereby fully evidence its legal by means of Public Deed No. _____, granted before Lic._____, Notary Public No. _____ for the city of ______, Mexico , registered in the Public Registry of Commerce Bureau of the city of ______, Mexico, under the _____ Book of the Mercantile Folio on ______ of ______, (year) .

Whereas, the legal capacity of Carrier's representative is evidence by the terms of Public Deed NO._____, containing a power of attorney which is currently if effect and has not been modified or revoked, and is duly registered in the Public Registry of Commerce of______, Mexico, under the _____ Book of the Mercantile Folio on _____ of 20____

NO. _____ containing a power of attorney which is currently if effect and has not been modified or revoked, and is duly registered in the Public Registry of Commerce of ______, Mexico, under the _____ Book of the Mercantile Folio on ______of 20_____

Whereas, "Pure" Customer (s) have distinct transportation needs and "Pure" desires to engage the services of "Carrier" within the limits of its various operating authorities for transportation of its Customers' freight ('cargo"), as provided in each Contract Carrier Agreement Form executed from time to time pursuant to this Contact.

Now therefore, in consideration of above recitals and the following covenants, both parties hereto agree as follows:

CLAUSES

Services.

1.1 Carrier" agrees to provide to "Pure", Customer (s) transportation and related services to points and places, from and between, which shall be described in the Contract Carrier Agreement Form(Rate Agreement). Each Contract Carrier

Agreement Form shall be considered a separate and enforceable contract incorporating the terms and conditions of this transportation services contract.

1.2 If therein stated, "Pure" agrees to tender to "Carrier" and Carrier agrees

To transport the applicable Customer's "Cargo" during the term of each shipment, between the points and places , and at the rates and charges set forth in each Contract Carrier Agreement Form's (Rate Agreement) which is executed for each shipment pursuant to this contract

1.3 "Carrier" agrees to provide "Pure" with a contact person within their

Organization that will be available 24 hours a day and seven days a week and who will be able to provide tracking and updates of each shipment being performed by them at the time. These updates should be honest and accurate and should include trailer number, pick up ETA, loaded ETA, arrival ETA, and current location updates. Each update should include information such as: Invoice number, BOL, number, pieces, and weight. Delivery information, including valid proof of delivery, must be provided within 15 minutes of actual delivery time.

- 1.4 Neither this contract nor any Contract Carrier Agreement Forms
- 1.4 Neither this contract nor any Contract Carrier Agreement Forms (RateAgreement)

hereunder grants "Carrier" an exclusive right to perform services for "Pure"

Customer(s). "pure" does not guarantee and "Carrier" acknowledge and agrees there

is no guarantee of any minimum or any specific amount of shipments , tonnage , or

revenue to "Carrier"

- 1.5 "carrier" agrees to transport all of each Customer's cargo safety, in accordance with applicable law and without delay caused by anything in Carrier's control. All occurrences that cause or would be probable or certain to cause loss, damage, destruction, delay, or the unsafe or illegal movement of any customer's cargo shall be immediately communicated to "Pure Transportation LLC" by "carrier.
- 1.6 "Carrier" agrees to perform all services themselves and understand that they cannot broker out or subcontract a third party to perform any of the services that "Pure Transportation LLC" requests from them.
- 1.7 " carrier" agrees to have all of their units and drivers equipped with all necessary security equipment like industrial boots, protective lenses, gloves, helmets, high visibility vests, etc.

2 Term.

- 2.1 The term of this "contract" shall commerce on the effective date stated above, and shall continue thereafter so long as both parties agree, except that either party may terminate the " Contract"upon ninety (90) days prior written notice to the other party, without need or requirement for judicial decree, order, or intervention.
- 3 Legal Provisions

- 3.1 "Carrier" agrees to company at its expense with all applicable provisions of any local, state and/or federal law,orders,rules, regulations, or ordinance (including obtaining all permits and licenses) applicable to the services to be provided to "Pure Transportation LLC" by "carrier pursuant to this "Contract"
- 3.2 "carrier" agrees to maintain at its expense all of their employees registered with the Social Security or Instituto Mexicano del Seguro Social(IMSS) at all times, and shall not make" Pure Transportation LLC" liable for any law suits or disputes that may occur between them at any time.
- 3.3 "Carrier" agrees to maintain and operate equipment utilized to perform the services hereunder in a safe and proper manner and to conduct its operations in compliance with all safety and oher applicable laws so as to provide safe and lawful transportation to "Pure Transportation LLC" Customer(s).
- 3.4 "Carrier" agrees not to accept a shipment tendered on behalf of any of "Pure Transportation LLC" Customers or its Customers suppliers if that shipment would require "carrier" to exceed or violate any speed or safety laws or related regulations.
- 3.5 "carrier" is and understands, represents and agrees that it is an independent contractor of "Pure Transportation LLC" and that has exclusive control and direction of the work that they perform pursuant to this " Contract" and each "Contract Carrier Agreement Form". Neither "Carrier" nor any of its parents ,subsidiaries, or affiliates, or any of their respective directors, officers, agents , or employee shall be considered an agent , employee , or legal representative of "Pure Transportation LLC" for any purpose.
- 3.6 "Carrier" agrees to fully comply with, and assumes full responsibility for the payment of all local, state, and federal taxes, including but not limited to all payroll taxes, contributions, and taxes for unemployment insurance, workers compensation insurance, pensions, and other Social Security or related protection with respect of "Carrrier" personnel engaged, contracted, or utilized for the performance of the services.
- 3.7 "Carrier" agrees to provide properly qualified ,trained , and licensed drivers and such other personnel required to perform the services required under this"Contract" and each Contract Carrier Agreement Form in a safe, efficient and economical manner. " Carrier" personnel shall conduct themselves in a professional manner at all times , and shall comply with each Customer's plant rules and regulations while on any Customer's premises (and those of each Customer's suppliers). Any "carrier" personnel that do not comply may be summarily rejected and directed to immediately leave the respective premises at the exclusive risk and expense of " carrier"

4 Insurance

4.1 Unless a different type or level of insurance is specifically required in a contract carrier agreement form hereunder, "Carrier", its parents, subsidiaries, and affiliates (collectively, the Carrier Units) Transporting the cargo tendered hereunder shall, at their expense, obtain and maintain throughout the term of this "Contract" as defined herein, the insurance required by this clause at the minimum levels established herein.

a) If any of the Carrier Units cross the U.S. /Mexico border to pick up or deliver the cargo tendered hereunder, broad form commercial general liability insurance coverage in the United States and in Mexico, with minimum limits of liability of not less than One Million U.S. Dollars (1,000,000. USD)per occurrence for bodily and property damage, protecting "Pure Transportation LLC" its respective Carrier Unit against any and all loss, damage, and claims caused by or arising out of the use, operation, or presence of any trailer operated by such Carrier Unit(s) or the cargo transported, and naming "Pure Transportation LLC" and its respective Customer as additional insured parties and beneficiaries.

b) If any of the Carrier Units cross the U.S. /Mexico border to pick up or deliver the cargo tendered hereunder, and hazardous materials are being transported, additional insurance providing coverage for any claim or liability for environmental damage and restoration caused by or arising from the use , operation or presence of the trailers provided or the nature cause of, spillage, leakage or release of the Cargo transported with minimum limits of One Million U.S. dollars (1,000,000. USD) per occurrence for bodily injury and property damage, protecting "Pure Transportation IIc" its respective Customer and the respective Carrier Unit(s) against any and loss , damage and claims caused by or arising out of the use , operation or presence of any trailer or the cargo transported , and naming ""Pure Transportation IIc"" and its respective Customer as additional insured parties and beneficiaries.

c) If none of the Carriers Units cross the U.S. /Mexico border to pick up or deliver the cargo tender hereunder, primary automobile and broad form commercial general liability insurance coverage in the amount required by Secretaria de Comunicaciones y transportes, SCT), but in no event with minimum limits of less than One Million Pesos, Moneda nacional Mexicana).(1,000,000 Pesos Mexicanos)per occurrence for bodily injury and property damage ,protecting ""Pure Transportation IIc" its respective Customer and the respective Carrier unit(s) against any and all loss, damage and claims caused by or arising out of the use, operation, or presence of any trailer or the cargo transported , and naming ""Pure Transportation IIc"" and its respective Customer as additional insured parties and beneficiaries.

d) if none of the Carrier Units cross the U.S./Mexico Border , but hazardous materials are being transported , additional insurance providing coverage for any claim or liability for environmental damage and restoration caused by or arising from the use, operation or presence of the trailers provided or the nature of , spillage, leakage or release of the cargo transported with minimum limits of less than One Million Pesos , Moneda nacional Mexicana).(1,000,000 Pesos Mexicanos) per occurrence for bodily injury and property damage, protecting ""Pure Transportation IIc", its respective Customer and the respective Carrier unit(s) against any and all loss , damage and claims caused by or arising out of the use , operation, or presence of any trailer or the cargo transported , and naming ""Pure Transportation IIc"" and its respective Customer as additional insured parties and beneficiaries.

e) When requested by "Pure Transportation IIc" or any of its Customers, "carrier" should be able to provide extra cargo liability insurance, besides their limited cargo liability required to all Mexican Carriers by the Secretaria de Comunicaciones y Transportes (SCT), at an extra price not higher than six U.S. dollars (\$6.00 USD) per every One Thousand Dollars (\$1,000,000 USD) of shipment value

f) If the Carrier Units cross the U.S./Mexico border, carrier shall obtain and maintain in effect insurance on "Pure Transportation IIc " Customer's and the trailers of U.S. and other Mexico carriers that rate interchanged with "Carrier" protecting "Pure Transportation IIc" customer, and if applicable the U.S. or Mexico carrier providing such trailers, against any and all damage, loss, destruction, or theft os such trailers(total as well as partial), in the United States or in Mexico, in an amount not less than Twenty-five thousand U.S. Dollars (\$25,000.00 USD)

5 Compensation

5.1 The rates and charges , including detection , accessorial and all other charges applicable under this "Contract" (collectively "freight Charges") are shown in "Exhibit A" "Carrier" agrees , represents and warrants that there are , and shall be , no other applicable rates, taxes, or charges except those established in the above mentioned exhibit. The rates and charges set forth in "Exhibit A" shall remain fixed for at least one year after the parties' signature date of this "Contract"

5.2 "Carriers" shall bill "pure Transportation" the freight charges for services performed on each Contract carrier agreement form within 24 hours of the delivery date of the corresponding cargo. Each original invoice containing those charges should also include the pro number that is provided on each " Contract Carrier Agreement Form" and a copy of delivery receipt signed by the consignee (POD) , and should be mailed to "Pure Transportation IIc" headquarters in Troy Michigan no later than a week after the service is performed.

5.3 "Pure Transportation IIc" agree to pay each invoice no more than thisty (30) calendar days after they have been received and authorized, unless a discrepancy is found, which shall be communicated to the " Carrier" in writing fifteen (15) calendar days of this receipt.

6 Miscellaneous

6.1 " Carrier" shall limit disclosure of information concerning this "Contract" and each "Contract Carrier Agreement Form" hereunder , to only those Carrier employees directly involved in the execution and performance thereof . "Carrier" specifically agrees to keep confidential and not divulge or us any of "Pure Transportation IIc" or any of its Customers' technical and business information which "carrier" has or will receive as a result of this Contract

6.2 " Carrier" agrees that neither "Carrier" nor any of their employees will solicit cargo form "pure Transportation" customers (or their suppliers) or otherwise compete with "Pure Transportation IIc" to provide the same or similar services as are contemplated or provided by this Contract or any contract carrier agreement form hereunder, for a period of two years following the termination of this contract.

PURE TRANSPORTATION LLC	Name Carrier:
By: Pure Transportation LLC	Ву:
Name :	Name :
Title:	Title:
Date :	Date :

CARRIER SAFETY RATING QUESTIONNAIRE

Carrier Name:	Date:
How long have you been in busine	ess?
	ver been fined or subjected to disciplinary action by either
a Federal or State Agency? Explai	n if yes
How do you , as a Carrier , comply	with Federal Safety Regulations?
	with odoral ourory hogalationo.
Do you perform your own equipme	ent maintenance or do you use a subcontractor?
Please provide references(Company, Name, Company Contract and Phone #):	

Signature: _____

Print Name : _____

Title: _____

EQUIPMENT REQUIREMENTS

The equipment standards to haul loads for not limited to:

include, but are

- > Manufacturer date of the trailer must be less than 10 years old
- Under no circumstances should a trailer be sent into any location on an order that is being managed by', that exceeds 10 year old
- All trailers must be maintained and meet DOT standards including but not limited to:
 - No holes in trailer floor , walls , or ceiling
 - o ICC bumpers that are visually intact , secure
 - Working taillights
 - Annual DOT inspection must be complete and updated
- If for any reason you do not have a trailer that is less than 10 year old you must contacts immediately

Carrier Name:
Signature of Authorized Personal:
Print Name:
Date [.]

C-TPAT AND FAST QUESTONNAIRE

Please complete the questionnaire below. Please provide copies of your C-TPAT and FAST certificates with this questionnaire.

	Yes	No	Application in progress	No plans to apply
C-TPAT SVI# :				
FAST				

C-TPAT APPROVED CARRIERS WHO PROVIDE A VALID SVI # NEED NOT COMPLETE THE NEXT SECCION

1.- Pre-employment verification: In compliance with federal and local laws and regulations, does your company verify application information such as employment history and references prior to employment?

Yes/ No

2.- Criminal Background Checks: Does you company conduct background checks for employees as allowed by relevant regulations especially those involved in the handling of freight? Yes/ No

3.- Personnel Termination: Does your company have procedures in place for the removal or identification, facility access and system access for terminated employees including contract owner operators? Yes/ No

4.- Information Systems Security : Do your automated systems and software use individually assigned accounts that require periodic password changes? Yes/ No Do you enforce regular password changes? Yes / No

5.- Are Physical Access controls in place for : Employees _____ Visitors_____ Service Provider/On-Site Vendor_____

6.- Security Awareness Training including job specific security training in place & documented? Yes/ No

7.- Does your company have Procedural Security Measures in place for:

Incoming Cargo for inventory _____Exporting and Outgoing Cargo Handling_____

8.-Physical Security Measures for all company yard(s) and/or warehouse(s) owned or operated by your company:

Alarm system _____ Key controls including trucks _____

Security cameras_____ Adequate lighting _____

Controlled Gate or Entry_____

9.- Trailer Seals: Does your company provide seals and do you have procedures as to how they are managed?

Yes/ No

10.- Security Plan: Does your company have a written Security Plan to ensure security is adequately maintained? Yes / No

11.- Security Assessments: Does your company conduct annual security assessments? Yes/No

Company Name:	
Print name:	Title:
Signature:	Date:

PURE TRANSPORTATION LLC

CREDIT APPLICATION

GENERAL INFORMATION

Name:	Pure Transportation LLC
Address:	1163 Souter BLVD, Troy MI 48083
Billing Address:	1163 Souter BLVD, Troy MI 48083
Phone #:	(248) 530 9200
Fed ID:	46-1233795
Type of business:	Transportation-for-Hire

PURE CROSSING DOCK IN LAREDO

438 logistics drive

Laredo, Texas 48083

Bank of References:

Chase

5601 Metropolitan pkwy , Sterling Heights MI 48310

(586) 264- 3538

Contact: Raphael Malkoun