



Carrier Packet

CARRIER PROFILE FORM

To ensure account set-up, please complete you Company's Profile along with the Agreement below and return ASAP to our Carrier Relations Department via EMAIL to carrier@matrixfreights.com. Enter your **Carrier Name and MC# referring to CARRIER SETUP** in the Subject Line.

Carrier Packet Checklist

	Signed Broker Agreement
	Insurance Certificate made out to: MATRIX FREIGHT S LLC 1151 W. BADGER RD LYNDEN, WA 98264
	Copy of MC Permit
	Copy of W9 Form

Carrier Information

MC Number		Total Power Units	
Legal Business Name		Doing Business As (DBA)	
Date Started	____ / ____ / ____	Federal ID	
Owner Name		DOT Number	

Accounts Payable / Factoring Company

Contact Name			Email				
Remittance Address	Street Address						
	City			State		Zip	
Factoring Company	Contact Name			Email / Phone			

Dispatch Information

Contact Name		Email	
		Phone	
After Hours Contact		Phone	



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Equipment Information

Total number of carriers		Total number of drivers	
Number of Solo Drivers		Number of Team Drivers	
Number of Dry Vans		Number of Reefers	
Number of Flatbeds		OTHER	

Any Insurance Exclusions must be listed below:

Preferred Lanes

<input type="checkbox"/> WA	<input type="checkbox"/> ND	<input type="checkbox"/> WI	<input type="checkbox"/> NY	<input type="checkbox"/> ME
<input type="checkbox"/> OR	<input type="checkbox"/> SD	<input type="checkbox"/> IL	<input type="checkbox"/> PA	<input type="checkbox"/> NH
<input type="checkbox"/> CA	<input type="checkbox"/> NE	<input type="checkbox"/> MI	<input type="checkbox"/> WV	<input type="checkbox"/> VT
<input type="checkbox"/> MT	<input type="checkbox"/> KS	<input type="checkbox"/> IN	<input type="checkbox"/> VA	<input type="checkbox"/> MA
<input type="checkbox"/> ID	<input type="checkbox"/> OK	<input type="checkbox"/> OH	<input type="checkbox"/> NC	<input type="checkbox"/> RI
<input type="checkbox"/> NV	<input type="checkbox"/> TX	<input type="checkbox"/> KY	<input type="checkbox"/> SC	<input type="checkbox"/> CT
<input type="checkbox"/> WY	<input type="checkbox"/> MN	<input type="checkbox"/> TN		<input type="checkbox"/> NJ
<input type="checkbox"/> UT	<input type="checkbox"/> IA	<input type="checkbox"/> MS		<input type="checkbox"/> DE
<input type="checkbox"/> AZ	<input type="checkbox"/> MO	<input type="checkbox"/> AL		<input type="checkbox"/> MD
<input type="checkbox"/> CO	<input type="checkbox"/> AR	<input type="checkbox"/> GA		
<input type="checkbox"/> NM	<input type="checkbox"/> LA	<input type="checkbox"/> FL		



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Carrier References

1. Company Name			
MC Number		Date of Last Shipment	
Contact Name		Phone	
Loads Hauled		Email	

Carrier References

2. Company Name			
MC Number		Date of Last Shipment	
Contact Name		Phone	
Loads Hauled		Email	

Remit all BOLs, PODs, and Invoices to:

<u>POSTAL</u>	<u>EMAIL</u>	<u>FAX</u>
MATRIX FREIGHT S LLC 1151 W. BADGER RD LYNDEN, WA 98264	ap@matrixfreights.com	(360) 603-4045

Note: In order to receive payments, the following must be completed for all Invoices:

1. Must be sent to the office address above if indicated on rate confirmation
2. Must accompany a signed MATRIX FREIGHT S Load Confirmation Sheet
3. Must accompany original BOL signed by consignee if requested and indicated on rate conf. sheet
4. Must accompany clear and legible BOL signed by consignee if to scan and send via email
5. Invoice must have MATRIX FREIGHT S Load# referenced.
(and in Subject Line as well for Invoices emailed to ap@matrixfreights.com)
6. Quick Pay available upon request @3% via ACH / mailed check and within 1-3 days processing.
7. Regular payment is to be processed if nothing indicated on Invoice, respectively 30 days term.



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Authorization Agreement for Electronic Payments (ACH)

MATRIX FREIGHT S is now offering payment via Automatic Clearing House (ACH) credits directly to your bank account. ACH will help ensure checks are not lost due to postal error, will help avoid fraudulent transactions and will ensure prompt payment for your Invoices. Below is a form requiring information to initiate ACH payments into your bank account. Any information provided to MATRIX FREIGHT S will be dealt with confidentiality. Please complete and send this form back in a timely manner to carrier@matrixfreights.com, so you can start receiving payments.

Qualifications:

1. Carriers are required to have been business for at least six (6) months and have a verified business phone number.
2. For factoring companies, please provide a list of all Carriers you are requesting to receive ACH payments for.

Company Information

Carrier/ Factoring Company Name					
Carrier MC#					
Street Address					
City		State		Zip	

Bank Account Information

I hereby authorize MATRIX FREIGHT S LLC to electronically access the account listed below to fulfill MATRIX FREIGHT S S LLC's payment obligations to [_____]. Further, I certify that the information given below is correct and that this account is a business account used solely for business purpose of the business listed in the preceding statement. This agreement includes deposits and withdrawals, if deemed necessary as per correction of a payment processing. All notifications shall be made.

Bank Name					
Street Address					
City		State		Zip	
Bank Contact		Phone / Email			
ROUTING NUMBER		ACCOUNT NUMBER			
Quick Pay Program Option (3% Quick Pay fee deducted) Settlement processed within three (3) business days of receipt of complete paperwork.	<input type="checkbox"/> Yes, I elect to enroll. Initials: _____ <input type="checkbox"/> No, Thank You.				

Please complete this form and email with a copy of VOIDED CHECK to carrier@matrixfreights.com



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BROKER-CARRIER AGREEMENT

This BROKER CARRIER AGREEMENT ("Agreement") is made and entered into on this, the _____ day of _____, of 20____("Effective Date") by and between _____ ("CARRIER") and MATRIX FREIGHT S S LLC, a Washington State Limited Liability Company and a licensed Broker. WHEREAS, the CARRIER is a motor carrier registered with the Federal Motor Carrier Safety Administration ("FMCSA") under Docket No. MC_____, and desires to furnish contract carrier service to MATRIX FREIGHT S LLC for the transportation of goods, property, freight or general commodities ("Freight"), and WHEREAS, MATRIX FREIGHT S LLC is a broker of property registered with the FMCSA under Docket No. MC-1060014-B, and desires to solicit and arrange transportation of Freight, and WHEREAS, MATRIX FREIGHT S LLC desires to avail itself of such transportation services and to compensate CARRIER for same in accordance with the terms of this Agreement. NOW, THEREFORE, in consideration of the mutual provisions, covenants and agreements contained herein, the parties hereto, agree as follows:

(1) SERVICES. CARRIER agrees to promptly and efficiently accept, transport by motor vehicle and deliver such quantities of Freight as MATRIX FREIGHT S may authorize for transportation to and from locations specified by MATRIX FREIGHT S. CARRIER agrees to supply for the term of this Agreement such operating and administrative support as necessary to properly perform the transportation services ("Services") required by, and to carry out the terms of, this Agreement.

(2) BILLING AND PAYMENT. All rates, fees and charges for transporting Freight ("Freight Charges") will be settled to in writing by MATRIX FREIGHT S. Any changes to a Freight Charge must be made in writing and signed by MATRIX FREIGHT S; provided, however, that in the event of an emergency, as determined by MATRIX FREIGHT S in its sole and absolute discretion, Freight Charges may be established or changed verbally; provided, further that both CARRIER and MATRIX FREIGHT S will immediately confirm such verbal amendment by fax or email.

CARRIER represents, agrees and warrants that CARRIER will not invoice, contact or pursue shipper, consignor, consignee or any MATRIX FREIGHT S customer or client (each, a "Client" and collectively, the "Clients") for any Freight Charges and agrees that Carrier is limited to gathering Freight Charges from MATRIX FREIGHT S. MATRIX FREIGHT S will collect all Freight Charges from the Client on all Freight transported by CARRIER.

CARRIER irrevocably agrees that it is doing business with MATRIX FREIGHT S based solely upon the creditworthiness of MATRIX FREIGHT S. CARRIER will be responsible for all costs and expenses associated with concessions or credits due to CARRIER'S actions or negligence and MATRIX FREIGHT S will have the right to offset any bill owed CARRIER. After Freight Charges have been paid, if CARRIER receives any additional funds or charges in connection with the Services such amount will be the sole and exclusive property of MATRIX FREIGHT S and CARRIER is holding that amount in trust for the benefit of MATRIX FREIGHT S and will remit all such funds or charges to MATRIX FREIGHT S within one (1) business day. It is understood between the parties that MATRIX FREIGHT S may bill the Clients for service charges in addition to the Freight Charge.



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MATRIX FREIGHT S will pay invoices within thirty (30) days after receipt at MATRIX FREIGHT S's principal place of business of CARRIER'S original invoice and original signed proof of delivery. If MATRIX FREIGHT S receives an invoice more than thirty (30) days after the date of Freight delivery, payment on such invoice will be within the sole and absolute discretion of MATRIX FREIGHT S.

(3) SCHEDULE OF REQUIRED INSURANCE. CARRIER will maintain in full force from and after the Effective Date and until the expiration or termination of this Agreement, insurance of the following kinds and amounts, or in the amounts required by law, whichever is greater:

(a) Commercial General Liability Insurance written on an occurrence basis in amounts not less than:

(i) Bodily Injury: \$2,000,000.00 per person; \$2,000,000.00 annual aggregate.

(ii) Property Damage: \$2,000,000.00 per occurrence; \$2,000,000.00 annual aggregate.

Commercial General Liability Insurance will include: (a) Public liability coverage; (b) contractual liability coverage for the liabilities assumed by CARRIER under this Agreement; and (c) coverage for property and Freight in the care, custody, or control of CARRIER.

The commercial general liability insurance will (i) name MATRIX FREIGHT SS LLC as an additional insured, including without limitation, as an insured with respect to third party claims or actions brought directly against MATRIX FREIGHT SS LLC or against MATRIX FREIGHT SS LLC and CARRIER as co-defendants and arising out of this Agreement, (ii) contain a provision that MATRIX FREIGHT SS, although named an insured, will nonetheless be entitled to recovery for any loss suffered by MATRIX FREIGHT S as a result of CARRIER's negligence, and (iii) be written as a primary policy not contributing with any other coverage which MATRIX FREIGHT S may carry.

(b) Automotive or Fleet Liability Insurance in amounts not less than:

(i) Bodily Injury: \$1,000,000.00 per person; \$2,000,000.00 per occurrence.

(ii) Property Damage: \$2,000,000.00 per occurrence.

(c) Worker's Compensation Insurance and Employer's Liability Insurance affording (a) protection under the worker's compensation law of the state in which work is to be performed, or containing an all-states endorsement; and (b) employer's liability protection subject to a limit of not less than \$500,000.00.

(d) Crime Insurance in an amount not less than \$2,000,000.00 per occurrence.

(e) Motor Truck Cargo Insurance covering all property and Freight under the care, custody and control of CARRIER against all risks of physical loss or damage in an amount not less than \$150,000.00 per truckload in order to compensate shipper, consignee or the beneficial owner of the shipment for any loss or damage thereto.

CARRIER will provide MATRIX FREIGHT S with certificates of insurance evidencing the required coverage and naming MATRIX FREIGHT S as an additional insured concurrently with the execution of this Agreement and upon each renewal of such policies thereafter, including a clause that obligates the insurer to give MATRIX FREIGHT S at least thirty (30) days prior written notice of any material change or cancellation of such policies. This section will in no way affect the indemnification, remedy, or warranty provisions set forth in this Agreement.



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(4) REPS/WARRANTIES. CARRIER represents, agrees and warrants that:

- (a) All information provided on MATRIX FREIGHT S's Carrier Confirmation and MATRIX FREIGHT S's Company Profile Form, whose terms are incorporated herein by reference, is true and correct in all respects;
- (b) CARRIER has the requisite qualifications to perform the Services required by this Agreement;
- (c) CARRIER does not have a FMCSA "Unsatisfactory" safety rating and will notify MATRIX FREIGHT S in writing immediately if its safety rating is changed to "Unsatisfactory";
- (d) CARRIER has obtained all necessary insurance, certificates, permits, franchise or licenses required in connection with the performance of such Services;
- (e) All contracts and agreements made by CARRIER with third parties in regard to this Agreement, whether written or oral, will be entered into by the CARRIER in the name of and solely for the account of the CARRIER;
- (f) CARRIER waives all claims of lien, rights of lien and all other claims that CARRIER may have from time to time against any accounts receivable and rights to payment arising from the transportation of Freight pursuant to this Agreement and all proceeds thereof or any Freight that is transported pursuant to this Agreement and will not withhold any Freight from a Client on any account;
- (g) CARRIER will never leave equipment unattended or "drop" a trailer without MATRIX FREIGHT S's express written permission and such written permission by MATRIX FREIGHT S will only be granted if the trailer is left or "dropped" in a secure facility;
- (h) CARRIER's trucks are being hired by MATRIX FREIGHT S on a "dedicated," "exclusive," or TL (truck load) basis and not an LTL (less than truck load) or "partial" basis. Unless otherwise agreed upon in writing by MATRIX FREIGHT S, CARRIER may not transport Freight in the same truck during the same time in which such truck is transporting Freight and providing Services for MATRIX FREIGHT S;
- (i) MATRIX FREIGHT S may set off against amounts payable to CARRIER all present and future indebtedness of CARRIER to MATRIX FREIGHT S arising from this Agreement or any other transaction or occurrence;
- (j) CARRIER will not subcontract or assign (i.e., "double-broker") any portion of their duties to transport the shipments of Freight contemplated by this Agreement; and
- (k) CARRIER agrees that if their current practice is to report brokers pay history to any agency or bureau, they will report MATRIX FREIGHT S based on this Agreement only (i.e., days from receipt of invoice and not days from delivery).

(5) SHIPPING DOCUMENTS AND PROOF OF DELIVERY. Each shipment hereunder will be evidenced on a bill of lading or other mutually acceptable means (hereinafter called "Bill of Lading") containing, at a minimum, the information required under 49 C.F.R. § 373.101. Such Bill of Lading will specify the accrual shipper and consignee of the shipment and will specify "MATRIX FREIGHT S S LLC." as the billed party. CARRIER agrees to furnish MATRIX FREIGHT S with an original Bill of Lading and an original signed proof of delivery for each shipment of Freight made pursuant to this Agreement. CARRIER will have its applicable driver fax a proof of delivery immediately upon delivery of Freight to MATRIX FREIGHT S. If CARRIER cannot supply MATRIX FREIGHT S with the original proof of delivery, MATRIX FREIGHT S reserves the right to obtain a proof of delivery, withhold all payments to CARRIER indefinitely and charge CARRIER a \$50.00 fee. MATRIX FREIGHT S may, but is not obligated to, prepare the Bill of Lading or other shipping document. CARRIER acknowledges and agrees that the terms, conditions and provisions of the Bill of Lading will be subject and subordinate to the terms, conditions and provisions of this Agreement, and in the event of a conflict between the terms, conditions and provisions of such Bill of Lading and of this Agreement, the terms, conditions and provisions of this Agreement will govern. Absence, loss or incompleteness of the Bill of Lading will not relieve CARRIER from responsibility for any Freight received by it, and the terms of this Agreement will remain applicable to such Freight.



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(6) INDEMNITY. CARRIER will at all times (both during and after the term hereof) defend, indemnify, and hold harmless MATRIX FREIGHT S, its Clients, receivers, assigns, affiliates, subsidiaries and divisions, and each of their respective present and future officers, directors, employees, agents or independent contractors ("Indemnitees"), from and against any and all losses, damages, fines, penalties, expenses, costs (including attorney's fees), claims, demands, actions, judgments and liability, suits or proceedings (civil, criminal, administrative or investigative), settlements, or other relief of any kind or nature whatsoever ("Claim") in connection with, arising from or as a result of:

- (a) CARRIER's performance of the obligations pursuant to this Agreement, or breach thereof, by CARRIER or any of its agents, representatives, employees or contractors, or any of their respective officers, directors, contractors, employees, agents, representatives or servants,
- (b) any misrepresentation or breach of this Agreement, including breach of any representation, covenant or warranty, by CARRIER, and
- (c) all claims for injury to persons (including injury resulting in death) and damage to property arising out of, caused by or in connection with the transportation of Freight. This indemnity will not apply to the extent any liability is caused or contributed to by the negligent acts or omissions of any Indemnatee; in any such case the indemnity obligation of CARRIER under this paragraph will be reduced by the percentage which any Indemnatee's negligent acts or omissions contributed to causing the liability. The obligations of the parties pursuant to this Paragraph 6 will survive the termination or expiration of this Agreement with respect to any Claims, whether known or unknown, arising prior or subsequent to such termination or expiration.

(7) LIABILITY FOR LOSS OR DAMAGE. Acceptance of Freight for delivery by CARRIER will constitute an acknowledgment that it is accepted free from damage. Pursuant to 49 U.S.C. § 14706 and in accordance with the terms of this Agreement, CARRIER will be fully liable to MATRIX FREIGHT S for any loss, delay, theft or destruction of, or damage to, any and all of the Freight in the custody, care or control of CARRIER ("Loss") in the course of providing the Services. MATRIX FREIGHT S may notify CARRIER of such Loss and CARRIER will pay MATRIX FREIGHT S the amount of such Loss within thirty (30) days from the date of such Loss. Claims for such loss, damage or delay of, or injury to, Freight will be filed by MATRIX FREIGHT S with CARRIER for payment. MATRIX FREIGHT S will have to right to hold or set-off Freight Charges owed to CARRIER under this Agreement for any losses, unpaid claims or other amounts or deductions owed to shippers or consignees for any transportation of Freight by CARRIER until all claims are settled. Should CARRIER or any of its employees, agents, representatives or contractors fail to make a required shipment or loading/unloading or otherwise fail to perform any other obligations hereunder, which failure is not excused by a force majeure condition (as defined in Section 12 hereof), MATRIX FREIGHT S may secure another carrier or contractor to perform such services and CARRIER will pay all costs incurred by MATRIX FREIGHT S for alternate transportation services.

(8) PROHIBITED COMMUNICATIONS WITH MATRIX FREIGHT S CUSTOMERS. During the term of this Agreement and for a period of two (2) years after its termination for any reason, CARRIER covenants that, without the express written consent of and participation with MATRIX FREIGHT S, CARRIER, its agents, contractors, employees or affiliates, or anyone directly or indirectly associated with CARRIER, or any under its control will not directly, directly or indirectly, solicit, "back solicit," contact, communicate with or induce, or attempt to solicit, contact, communicate with or induce, any MATRIX FREIGHT S Client for the purpose of (i) transporting Freight or traffic or any property, (ii) selling any product or matrixfreights.com



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service competitive or potentially competitive with MATRIX FREIGHT S, or (iii) terminating or adversely changing in any way such Client's relationship with MATRIX FREIGHT S. If CARRIER breaches this Agreement and solicits, "back-solicits", contacts, communicates with, induces or transports Freight, property, traffic or business from any MATRIX FREIGHT S Client, then MATRIX FREIGHT S will be entitled, for a period of three (3) years from the date of violation, to a commission from CARRIER in the amount of fifteen percent (15%) of the gross charge on any such shipment for said Client(s) (9) CONFIDENTIALITY. CARRIER will take all necessary precautions to keep the terms and conditions of this Agreement, the transactions contemplated hereby, MATRIX FREIGHT S and the Client's records, books, data and other confidential information concerning Freight, customer accounts, employees, pricing or business plans and strategies strictly confidential.

(10) RELATIONSHIP OF THE PARTIES. It is expressly intended by the parties hereto, and CARRIER hereby specifically represents, agrees and warrants, that CARRIER is an independent contractor, duly licensed and qualified, having its own established place of business. It is further intended and agreed between the parties that CARRIER will have sole control of the manner and means of performing its obligations under this Agreement. The specific means of accomplishing the purposes of this Agreement will be left to the discretion of the CARRIER, provided that the object of this Agreement, the timely, safe and efficient pickup and delivery of Freight, is accomplished. If MATRIX FREIGHT S should at any time indicate in any manner its policies or procedures with regard to the specific means by which CARRIER will perform its obligations under this Agreement, such communications will be construed to be advisory only. CARRIER agrees to pay all contributions, taxes, and other payments or charges required to be paid by an employer in accordance with the provisions of all applicable local, state and federal laws. Should CARRIER require tax reporting forms from MATRIX FREIGHT S, they are responsible for requesting the proper forms from MATRIX FREIGHT S no later than December 31st in the year services to be reported were performed.

(11) OVERCHARGES AND UNDERCHARGES. Any action or proceeding by CARRIER to recover charges alleged to be due hereunder, and any action or proceeding by MATRIX FREIGHT S to recover overcharges alleged to be due hereunder, will be commenced not more than one (1) year after delivery or tender of delivery of the Freight with respect to which such undercharges or overcharges are claimed. Claims by MATRIX FREIGHT S of overcharging will be submitted to CARRIER. All overcharge claims and duplicate payments will be handled and processed by CARRIER in accordance with 49 C.F.R. § 378 et seq.

(12) FORCE MAJEURE. Neither party hereto will be liable for the failure to tender or timely transport Freight under this Agreement if failure, delay or other omission is caused by labor strikes, acts of God, war accidents, civil disorder, or through compliance with legally constituted order of civil or military authorities.



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(13) TERM/RIGHT TO TERMINATE.

(a) The term of this Agreement will be in effect for a period of one (1) year from the Effective Date and will automatically renew for additional one (1) year periods, unless earlier terminated as hereinafter provided.

(b) This Agreement may be terminated by either party, with or without cause, upon the giving of written notice to the other party at least thirty (30) days prior to the date of termination specified in such notice.

(c) MATRIX FREIGHT S will have the right to immediately terminate this Agreement upon CARRIER'S breach of any representation, warranty or covenant, or upon the gross negligence, fraud or willful misconduct of CARRIER. Termination of this Agreement for any reason will not release any party from any obligation that may have accrued prior to such termination, nor will it preclude any party from exercising any remedies it may have at law in equity to enforce such obligations.

(14) COMPLIANCE WITH LAWS. CARRIER will comply with all applicable federal, state and local laws and regulations concerning the transactions contemplated by this Agreement. CARRIER will promptly notify MATRIX FREIGHT S of any governmental or regulatory restrictions or obstacles that interfere with the ability of CARRIER to perform its services under this Agreement.

(15) MISCELLANEOUS.

(a) Should any part of this Agreement for any reason be declared by any court of competent jurisdiction to be invalid, such decision will not affect the validity of any remaining portion, which remaining portion will continue in full force and effect as if this Agreement had been executed with the invalid portion hereof eliminated.

(b) Headings in this Agreement are for convenience of reference only and will not affect the construction or interpretation of this Agreement.

(c) No waiver of any of the provisions of this Agreement will be deemed or will constitute a waiver of any other provision hereof (whether or not similar), nor will such waiver constitute a continuing waiver unless otherwise expressly therein provided in writing.

(d) The rights and remedies provided under this Agreement are cumulative, non-exclusive and in addition to any other rights or remedies available to a party at law or in equity.

(e) It is understood and agreed between the parties hereto that this is a non-exclusive agreement and that CARRIER will be free to accept freight for transportation from shippers other than MATRIX FREIGHT S and that MATRIX FREIGHT S will be free to tender freight for transportation to carriers other than CARRIER.

(f) Carrier will not make any representations or enter into any negotiations, contracts or agreements on behalf of MATRIX FREIGHT S without the prior written consent of MATRIX FREIGHT S.

(g) This Agreement may be amended or modified only by a written instrument signed by an authorized representative of MATRIX FREIGHT S.

(h) In the case of any conflict with MATRIX FREIGHT S's Terms and Conditions as found on MATRIX FREIGHT S's

website, or MATRIX FREIGHT S's carrier confirmation form or any other MATRIX FREIGHT S agreement or form, the terms and conditions of this Agreement will prevail over all other agreements, documents and instruments.

(i) This Agreement is binding upon, and insures to the benefit of, the parties and their respective successors and permitted assigns.



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(16) ELECTRONIC SIGNATURE (ESIGNATURE). Carrier consents and agrees that their use of a key pad, mouse or other device to select an item, button, icon or similar act/action while using any electronic service MATRIX FREIGHT S offers; or in accessing or making any transactions regarding any document, agreement, acknowledgement, consent, term, disclosure, or condition constitutes Carrier's signature, acceptance and agreement as if actually signed by Carrier in writing. Further, Carrier agrees that no certification authority or other third party verification is necessary to validate Carrier's electronic signature; and that the lack of such certification or third party verification will not in any way affect the enforceability of Carrier's signature or resulting contract between Carrier and MATRIX FREIGHT S. Carrier understands and agrees that the eSignature executed in conjunction with the electronic submission of the application will be legally binding and such transaction will be considered authorized by Carrier.

(17) GOVERNING LAW; FORUM; SERVICE OF PROCESS. THIS AGREEMENT AND ALL DISPUTES ARISING AS A RESULT OF THE PERFORMANCE OF THIS AGREEMENT WILL BE CONSTRUED UNDER AND GOVERNED BY THE LAWS OF THE STATE OF WASHINGTON, REGARDLESS OF CONFLICT OF LAWS PROVISIONS. THE PARTIES SUBMIT TO THE EXCLUSIVE JURISDICTION OF AND VENUE IN THE STATE COURTS LOCATED IN COBB COUNTY, WASHINGTON AND THE UNITED STATES DISTRICT COURTS LOCATED IN THE NORTHERN DISTRICT OF WASHINGTON. CARRIER WAIVES ANY OBJECTION IT MAY HAVE TO EITHER THE JURISDICTION OF OR VENUE IN THESE COURTS. THE PARTIES AGREE TO ACCEPT SERVICE OF PROCESS BY RECEIPTED COURIER SERVICE OR BY HAND; PROVIDED THAT SUCH SERVICE ALLOWS A REASONABLE TIME TO RESPOND.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written:

COMPANY NAME: SIGNATURE: PRINTED NAME: POSITION: DATE:	<div data-bbox="812 1113 1494 1186" style="background-color: green; color: white; text-align: center; padding: 5px;">MATRIX FREIGHT S LLC</div> <div data-bbox="812 1186 1494 1659" style="background-color: #f0f0f0; padding: 10px;">SIGNATURE: NAME: POSITION: DATE:</div>
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THIS PAGE MUST BE COMPLETED AND RETURNED FOR PAYMENT ON ALL SERVICES