

**THIS AGREEMENT
SHALL BE EFFECTIVE JANUARY 1, 2014
FOR DIRECT AND THIRD PARTY SHIPPERS WHO
TENDER LOADS FOR TRANSPORT TO FASTMORE LOGISTICS, LLC**

THIS BROKERAGE AGREEMENT (“Agreement”) is made and entered on or after January 1, 2014, by and between any Direct or 3rd Party Shipper (“SHIPPER”) and **Fastmore Logistics, LLC.** (“BROKER”) (collectively, the “PARTIES”).

I.

RECITALS

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

B. **WHEREAS** SHIPPER seeks to utilize the services of BROKER to facilitate the transportation of goods on behalf of SHIPPER or SHIPPER’s customer; and

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

II.

AGREEMENT

1. **TERM.** The term of this Agreement shall be for one (1) year and shall automatically be renewed for successive one (1) year periods; provided, however, that this Agreement may be terminated without cause at any time by any Party’s action in giving thirty (30) days prior written notice to the other Party. This Agreement does not grant BROKER an exclusive right to provide transportation related services to SHIPPER or its Customers nor does this Agreement obligate BROKER to provide exclusive service to SHIPPER or its customers.

2. **BROKER’S COMPLIANCE WITH LAW.** BROKER represents and warrants that it is duly and legally qualified to operate as a property BROKER and to provide the transportation services contemplated herein. BROKER agrees to comply with all federal, state and local laws regarding the provision of such brokerage services. The Parties understand and agree that BROKER functions as an independent entity, and not as a carrier, in selling, negotiating, providing and arranging for transportation for compensation, and that the actual transportation of shipments tendered to BROKER shall be performed by third-party motor carriers (“Servicing Motor Carriers”).

3. **RATES, CHARGES AND PAYMENTS.**

- a. SHIPPER shall tender certain shipments, from time to time, to BROKER. Unless otherwise agreed by the PARTIES, BROKER will charge and SHIPPER will pay the rates applicable for transport of loads moving under this Agreement from a single origin to a single destination which are set forth in Appendix A.
- b. To the extent SHIPPER tenders BROKER any shipment(s) where SHIPPER provides either incorrect or incomplete information concerning the shipment(s) to BROKER, all such SHIPPER shipment(s) moved under this Agreement shall be subject to BROKER’s Rules Agreement which is attached hereto in Appendix B and is adopted and incorporated by reference as if fully set forth herein.
- c. SHIPPER agrees to pay BROKER within fifteen (15) days of receiving the invoice, with interest accruing monthly at a rate of one percent (1%). SHIPPER shall also be liable for any expenses, including attorney fees, BROKER incurs in collecting its rates and charges.

4. **INDEMNIFICATION.**

- a. SHIPPER shall indemnify, defend and save BROKER, its employees, and agents harmless from and against any and all liability, claims, loss, costs, fines, penalties, expenses (including attorney's fees), judgments, or demands on account or damage of any kind whatsoever, including but not limited to personal injury, property damage, cargo damage, or any combination thereof, suffered or claimed to have been suffered by any person or persons, arising out of SHIPPER's performance under this Agreement to the extent such claim is proximately caused by 1) the negligence or intentional misconduct of SHIPPER; 2) SHIPPER's or its employees' or agents' violation of applicable laws or regulations; or 3) SHIPPER's or its employees' or agents' breach of this Agreement, except to the extent such liability, claims or loss represent consequential or special damages, or are the result of the negligence or other wrongful conduct of BROKER.
- b. The indemnified Party shall promptly tender the defense of any claim to the indemnifying Party.
- c. In no event shall either Party be responsible for any special or consequential damages under this Agreement.

5. **INDEPENDENT CONTRACTOR.** BROKER represents and warrants that it is an independent contractor under this Agreement and that its employees are under BROKER's exclusive management and control, and that SHIPPER neither exercises nor retains any control over BROKER, its operations or employees in any manner whatsoever.

6. **CONTRACT CARRIERS.** BROKER shall make reasonable efforts to place SHIPPER's loads with responsible Servicing Motor Carriers authorized to perform the services required by SHIPPER for the purposes of transporting the loads with reasonable dispatch under the direction of SHIPPER. In no event will BROKER tender any goods of SHIPPER to a Servicing Motor Carrier holding an "unsatisfactory" safety rating. BROKER also agrees to utilize only Servicing Motor Carriers that possess all insurance coverages required by applicable law. However, the Parties understand and agree that BROKER, by signing this Agreement, makes no express or implied warranties or guarantees concerning delivery time or the locating of a Servicing Motor Carrier to provide the transportation services requested by SHIPPER. Moreover, SHIPPER acknowledges and agrees that such Servicing Motor Carriers might limit SHIPPER's recovery for claims for cargo loss, damage or delay.

7. **BROKER INSURANCE.** BROKER shall comply with all bonding requirements imposed upon it by law, including its obligation to maintain a surety bond.

8. **CARGO LOSS, DAMAGE, OR SHORTAGE.** If SHIPPER or its customers file a cargo loss, damage or shortage claim, BROKER may facilitate claims filing and processing with the Servicing Motor Carrier if SHIPPER submits to BROKER, within six (6) months of the date of delivery, a written claim, fully supported by all relevant documentation, including but not limited to the signed delivery receipt, listing the nature and cause of the claim for cargo damage. SHIPPER understands and agrees that the underlying Servicing Motor Carrier may have a limitation of liability in place that limits SHIPPER's recovery with respect to such claims. BROKER may, in its sole discretion and without liability to SHIPPER, discontinue pursuit of claims with the Servicing Motor Carrier if that claim is not resolved within sixty (60) days of receipt by BROKER. BROKER shall have no liability for cargo loss, damage, or shortage except to the extent such claims are caused by BROKER's negligent acts or omissions, in which event, BROKER's liability shall be limited to the amount owed to BROKER by SHIPPER with respect to the services provided by BROKER that relate to the commodities at issue. With respect to the standard for BROKER negligence with respect to Servicing Motor Carrier's insurance, BROKER shall be deemed to be negligent only if the Servicing Motor Carrier fails to maintain insurance as required by law. BROKER shall require its servicing Motor Carriers to maintain at least \$100,000 in cargo loss and damage insurance.

9. **SHIPPING DOCUMENTS.** Unless otherwise agreed in writing, all shipments tendered shall be accepted on a bill of lading which shall function as a receipt of the goods only; the terms and conditions of any bill of lading will not apply to transportation provided pursuant to this Agreement. Upon request of SHIPPER, BROKER shall instruct Servicing Motor Carriers to obtain a delivery receipt from the consignee, showing the products delivered, condition of the shipment and the date and time of delivery.

10. **NOTIFICATION OF ACCIDENTS OR DELAYS.** BROKER agrees to notify SHIPPER of any accident or other event of which BROKER becomes aware during the transport of any load which prevents the motor carrier from making a timely or safe delivery.

11. **ELECTRONIC COMMUNICATION.** The Parties agree that they shall be free to communicate with each other as to BROKER'S service under this Agreement via electronic means per the terms and conditions of Appendix C, which is attached hereto and incorporated by reference as if fully set forth herein.

12. **ASSIGNMENT/MODIFICATION/BENEFIT OF AGREEMENT.** This Agreement may not be assigned or transferred in whole or in part. This Agreement shall be binding upon and inure to the benefit of the Parties hereto.

13. **SEVERABILITY.** If any portion of this Agreement constitutes a violation of any law, the Parties agree that the unlawful portion shall be severable and that the remaining provisions of this agreement shall continue in full force and effect.

14. **DISPUTE RESOLUTION.** This Agreement shall be deemed to have been drawn in accordance with the statutes and laws of the state of Illinois and if any disagreement or dispute arises between the PARTIES, the laws of Illinois shall apply and any lawsuit relating to this Agreement must be brought in state or federal courts in Cook or DuPage Counties in Illinois. Each party to this Agreement specifically submits to the exclusive personal jurisdiction of those courts.

15. **COMPLETE AGREEMENT.** This Agreement, except for any orally agreed upon over the road transport rates not set forth in Appendix A and the Parties' electronic communications as authorized by Appendix C, constitutes the Parties entire agreement with reference to the subject matters herein, and may not be changed, waived, or modified except in writing signed by both Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year first above written.

APPENDIX B

Accessorial Charges:			
Detention	CV	\$65.00	Per Hour after 1 hour*
	ST	\$65.00	Per Hour after 1 hour*
	TT	\$65.00	Per Hour after 2 hours* <i>*Cap \$250.00 per 24 hours</i>
Convention Detention		\$65.00	Per Hour after 2 hrs. No Cap
Hand Load/Unload	CV	\$75.00	
	ST	\$125.00	Pallet Jack
	TT	\$200.00	Pallet Jack
Inside Delivery	CV	Per Quote	
	ST	Per Quote	
	TT	Per Quote	
Layover	CV	\$150.00	Each + Detention
	ST	\$150.00	Each + Detention
	TT	\$250.00	Each + Detention
Saturdays		\$50.00	Per occurrence
Sundays or Holidays		\$75.00	Per occurrence
COD		\$25.00	Per occurrence
Terminal Fee Check		\$15.00	Per Check
Additional Stop		\$65.00	Per occurrence plus mileage
Liftgate		\$75.00	Per shipment
Hospital		\$40.00	Per shipment
Residential Pickup/Delivery		\$25.00	Per shipment
Debris Removal		\$65.00	
Truck Clean Out Fee		\$200.00	
Pallet/Skid Exchange		\$10.00	Plus Stop Off Fee
TONU*	CV	\$100.00	Plus mileage
	ST	\$175.00	Plus mileage
	TT	\$250.00	Plus mileage
Fuel Surcharge			Per FSC schedule

CV: Cargo van applied to shipments of up to two pallets and maximum weight of 2000 lbs. Each pallet cannot exceed dimensions 48x40x48

ST: Straight truck applied to shipments of up to 12 pallets and maximum weight of 10000 lbs. Each pallet cannot exceed dimensions 48x40x88 (subject to vehicle limitation).

TT: Tractor Trailer. Maximum weight of 44,000 lbs. (subject to vehicle limitation).

Shipping Locations: Customer is responsible to ensure that all shipping locations are valid and equipped to load/unload scheduled vehicle. All shipping locations must provide BOL.

TONU: TRUCK ORDERED, NOT USED charge applies to all shipments cancelled within 24 hours of original pickup time. TONU charge is calculated per shipment plus mileage from dispatch location to pick up location and back to dispatch location. TONU charge will waived if truck is cancelled within 20 minutes of booking.

Freight Payment: All freight bill payments will be made within 30 days of shipment date. Late Payments are subject to 2.5% interest charge.

Quotes: All quotes are based on the equipment availability at the time of quoting.

Appendix C

CONSENT TO CONDUCT BUSINESS USING ELECTRONIC METHODS

1. Pursuant to Regulatory Guidance Concerning Electronic Signatures and Documents, 74 Fed. Reg. 411 (Jan. 4, 2011), issued by the Federal Motor Carrier Safety Administration (“FMCSA”), BROKER and SHIPPER hereby consent and agree to conduct business using, to the extent either party elects to do so in a particular instance, one or more of the following methods:

1(a). Captured Image Method. Under the Captured Image Method, an image of a scripted name or legal mark is created using a stylus on an electronic pad, and that image is then used to populate an electronic version of the document to be signed electronically by BROKER, SHIPPER, or both, as authorized by FMCSA in its guidance in response to Question 6 at 74 Fed. Reg. 411, 413.

1(b). Email Method. Under the Email Method, electronic signatures are accomplished through the exchange of email correspondence in a manner that identifies and authenticates BROKER or SHIPPER as the sender of the email correspondence.

2. This consent encompasses the use of electronic methods to transmit and effect the signature of any document, including, without limitation, any supplement, modification, addendum, amendment, notice, consent and/or waiver, required by this Agreement or required by FMCSA regulations to be generated and maintained (or exchanged by private parties), including, without limitation, driver applications, driver histories, and other qualification records, leases formed under 49 C.F.R. Part 376, driver-vehicle inspection reports, and records of duty status.

3. The parties agree that when the PARTIES use any of the electronic methods described in this Appendix to accomplish electronic signatures, the chosen method: (1) identifies and authenticates BROKER or SHIPPER as the source of the electronic communication; (2) indicates BROKER’S or SHIPPER’S approval of the information contained in the electronic communication; and (3) produces an electronic document with the same integrity, accuracy, and accessibility as a paper document or handwritten signature.

4. Either party may elect, with respect to any document, to use a manual/hardcopy signature, provided that the election shall not preclude the other party from applying an electronic signature to the same document.