

**GOVERNING RULES FOR
FASTMORE LOGISTICS, INC. BROKERAGE SERVICES**

Set out below are the Governing Rules for Brokerage Services (“Rules”) which shall govern any motor carrier shipments arranged by broker Fastmore Logistics, Inc. (“Fastmore”) of Elk Grove, Illinois, subject to the specific terms and conditions of these Rules:

1. Application of Rules.

The Rules set forth herein shall govern all of the transportation brokerage services arranged by Fastmore, except on shipments where Fastmore’s brokerage services are governed by a separate Broker/Shipper or Broker/Customer written Agreement or, as to rates, on shipments where Fastmore and its Customer/Shipper have agreed on specific quoted rate for over the road transportation and/or accessorial service charges. If any Fastmore shipment is not governed by a written Fastmore Broker/Shipper or Customer Agreement or if the Parties to a Fastmore brokered shipment have not agreed upon specific quoted rates to govern Fastmore’s arrangement of the over the road and accessorial service charges on that shipment, then the following Rules will apply generally to Fastmore’s brokerage services, including the over the road rates and the accessorial charge rates set forth below. These Fastmore Rules shall identify the rights and obligations of both Fastmore and its Customer (as defined below) regarding Fastmore brokered shipments except as otherwise provided for in these Rules. By its tender of its cargo to Fastmore for Fastmore’s provision of Services, Customer agrees to accept these Rules and represents and warrants that these Rules have been approved by a Customer authorized representative as of the date(s) on which Fastmore first provided its Services to Customer. Fastmore reserves the right to amend these Rules at any time without prior notice to any Customer. Any amended Rules shall be effective immediately when they are published on Fastmore’s website. The Fastmore Rules which are in effect on the date that the Customer tenders a shipment to Fastmore for Fastmore’s brokerage services shall apply to the shipment and control.

2. Definitions: The following definitions shall be used to interpret these Rules.

“Accessorial Charge Rate” includes the rate Fastmore will assess to its Customer for its services and expenses beyond the Parties’ arrangement as to rates for over the road transportation, to include services and expenses such as detention, convention services, loading/unloading, inside delivery, layovers, Saturday and Sunday/Holiday services, COD services, Terminal Fees, stops in transit, liftgate service, hospital service, residential pickup/delivery, debris removal, truck clean out fees, pallet skid exchange, truck ordered not used charges, fuel surcharges, lumper fees, and the other services/expenses which are set forth in Appendix A.

“Bill of Lading” is a document issued by a Customer or a Carrier which shall constitute a receipt of Cargo for movement to a specific person or entity at a specific street address or location.

“Broker/Shipper Agreement” or “Broker/Customer Agreement” is a written agreement between Fastmore and a Customer which shall govern Fastmore’s brokerage services in arranging for the over the road transportation requested by that Customer and related Accessorial Charges.

“Cargo” is/are the goods comprising the shipments that Fastmore’s Customer has tendered to Fastmore for its services in arranging for the transport of the tendered goods, to include packaging, pallets, packing material, and any related materials.

“Claims” include demands for payment of liabilities arising out of Cargo losses, lawsuits, costs, fines, penalties, expenses (including attorneys’ fees and litigation expenses), settlements, judgments or for any other kind of liability whatsoever, to include damages for personal injury,

property damage, cargo damage or any other damage, including indemnification and any environmental obligations.

“Customer” includes any shipper, consignor, consignee, cargo owner or beneficial cargo owner, or third party logistics provider at whose request or on whose behalf Fastmore provides its brokerage Services.

“DOT” includes the U. S. Department of Transportation, including the Federal Motor Carrier Safety Administration (“FMCSA”).

“Lumper Fees” refers to fees sometimes charged to Fastmore over which Fastmore has no control by independent personnel at various shipper facilities for loading and unloading cargo out or off of motor carrier trailers at either the origin or destination or both of a brokered shipment moving under these Rules.

“Parties” include Fastmore and its Customer unless otherwise provided; “a Party” includes Fastmore or its Customer.

“Rate Quote” include the agreed upon rate that the Parties have agreed that Fastmore will assess for arranging for either the over the road transportation of the Cargo shipment which Customer seeks to move or the separate rate Fastmore will assess for arranging for the accessorial services and expenses as set out above or both.

“Services” include Fastmore’s performance of brokerage services in arranging for the transport requested by its Customer and in the arrangement of accessorial services related to the over the road transport which Fastmore arranges.

“Servicing Motor Carriers” means the motor carriers with whom Fastmore has arranged for the over the road transport of Customer shipments.

3. Fastmore Compliance With The Law.

Fastmore represents and warrants that it is duly and legally qualified to operate as a property broker and that it shall arrange to provide the transportation services requested by its Customer. Fastmore agrees to comply with all federal, state and local laws regarding the provision of its brokerage services. The Parties understand and agree that Fastmore operates as an independent third party entity and that Fastmore is NOT a motor carrier in its sale, negotiation, and arrangement of transportation for compensation and that the actual transportation which Fastmore shall arrange for its Customer shall be provided by third party motor carriers.

4. Rates, Charges & Payments.

Customer shall tender certain shipments, from time to time, to Fastmore. Fastmore will forward its bills to Customer for its brokerage service consistent with the rates it has quoted to Customer and the charges Fastmore may impose for accessorial services in Appendix A. Customer shall pay either the quoted rate agreed to by the Parties or the standard over the road transport rate set forth below to be applicable from a single origin to a single destination as well as any applicable Accessorial Charges which are identified in Appendix A. If the Parties’ negotiated rates are not otherwise confirmed in writing, the rates will be considered as “confirmed in writing” on Fastmore’s billing to Customer. If Customer tenders any shipment to Fastmore in which Customer provides incorrect or incomplete information regarding any shipment tendered to Fastmore, Customer shall indemnify and hold Fastmore harmless from any extra expense that Fastmore might incur as a result of the Customer’s failure to provide fully correct and complete information regarding that shipment. Customer shall be responsible for additional charges such as waiting time, detention or layovers unless these charges result solely from Fastmore’s failure to comply with Customer

instructions and that failure is not excused under these Rules. Customer agrees to pay all of Fastmore's charges within no more than thirty (30) days following the date of the shipment which the rate applies. Late charges will bear interest at the rate of 2.5% per month until all outstanding amounts of principal and interest are paid in full with late payments first allocated to unpaid interest before being allocated to unpaid principal. If Fastmore is required to initiate litigation to secure payment, Customer shall also be obligated to pay all of Fastmore's attorneys' fees and litigation expenses in connection with the Fastmore collection litigation. All rates quoted and/or charged by Fastmore will be articulated in U.S. dollars.

5. Parties' Relationship.

Fastmore represents and warrants that it is an independent contractor in its relationship with Customer, that all of its employees work under Fastmore's exclusive management and control, and that Customer neither exercises nor maintains any controls over Fastmore, its operations or its employees in any manner whatsoever. Customer acknowledges Fastmore's independent contractor status.

6. Standard Over The Road Rate.

If a shipment which is not governed by a Fastmore Broker/Shipper Agreement has been tendered to Fastmore where no separate over the road transport rate has been negotiated, Fastmore's over the road transport brokerage rate in that rare circumstance shall be \$4.00 per mile with the mileage distances calculated by the TMS "Aljex" software used by Fastmore.

7. Fastmore Insurance.

Fastmore is in compliance with all bonding requirements imposed upon it by law, including its requirement to maintain a surety bond.

8. Contract Carriers.

Fastmore shall make reasonable efforts to place Customer's shipments with responsible Servicing Motor Carriers who are authorized to perform the necessary transportation services required to transport Customer's shipments with reasonable dispatch under Customer's direction. In no event will Fastmore tender Customer shipments to motor carriers who hold an "Unsatisfactory" safety rating. Fastmore further agrees to use only those Servicing Motor Carriers who possess all of the insurance coverages required by applicable law. All Parties understand that Fastmore makes no express or implied warranty or guarantee regarding delivery times or the any shipment tender to any particular Servicing Motor Carrier requested by Customer. Customer further acknowledges that the Servicing Motor Carriers to whom Fastmore may tender Customer's shipments may accept the tender subject to limitations on Customer's ability to recover all of its claimed damages in any Customer claims for cargo loss, damage or delay arising out of a Fastmore brokered shipment.

9. Shipping Documents.

Unless otherwise agreed in writing, all shipments Customer tenders to Fastmore shall be accepted by motor carriers on a bill of lading issued by the Servicing Motor Carrier or the Shipper which shall function solely as the motor carrier's receipt of the cargo only; any terms or conditions in the bill of lading shall not apply to the services provided to Customer by Fastmore under these Rules. The Parties agree that if the Servicing Motor Carrier or the consignor on the bill of lading names Fastmore as the motor carrier moving the load, Fastmore shall not be deemed to be the Servicing Motor Carrier on the related Shipment as the Parties agree that Fastmore's role in all of the transportation conducted under these Rules shall be limited to its service as a transportation broker and nothing more. On any Customer's request, Fastmore shall instruct the Servicing Motor Carriers to obtain a delivery receipt from the consignee, identifying the cargo that was delivered, the condition of the cargo at delivery and the date and time of the delivery.

10. Cargo Loss, Damage, Or Shortage.

Customer understands and agrees that the underlying Servicing Motor Carrier may have a limitation of liability in place that limits the claimant's recovery with respect to the claims. If Customer or any other entity files a cargo loss, damage or shortage claim with Fastmore alleging Fastmore liability, Fastmore may facilitate the claims filing and processing with its Servicing Motor Carrier if Customer submits its written claim to Fastmore within no more than six (6) months after the delivery date or the date on which the shipment should reasonably have been delivered if no actual delivery occurred. This written claim must be fully supported by all relevant documentation, including but not limited to the signed delivery receipt, listing the nature and cause of the cargo damage claim. Fastmore may, in its sole discretion and without liability to Customer, discontinue its pursuit of any claim if that claim is not resolved within sixty (60) days of Fastmore's receipt of the claim. If Customer fails to file a cargo loss and damage claim against Fastmore within six months following delivery, that failure shall constitute an absolute bar to Fastmore liability. Customer acknowledges and agrees that that failure or alleged failure by the Servicing Motor Carrier to comply with shipping instructions or the presence of a broken trailer seal on delivery of any shipment shall not, in and of itself, constitute grounds for rejection of that shipment or the filing of a claim for cargo loss without proof that the cargo in issue suffered any actual loss or damage. Fastmore shall have no liability for cargo damage or shortage, except to the extent that the claims are the result of Fastmore's negligent acts or omissions in its services relating to the commodities at issue, in which case, Fastmore liability shall be limited to the charges assessed by Fastmore and paid by the Customer regarding the specific shipment in issue. The Parties further agree that Fastmore shall be deemed to be negligent only if the Servicing Motor Carrier does not maintain the minimum amount of insurance required by this Rule. Fastmore shall require its Servicing Motor Carriers to maintain cargo loss and damage insurance with a liability limit of One Hundred Thousand Dollars (\$100,000). Fastmore shall have no liability to Customer or any beneficial owner of the cargo if the insurer for its Servicing Motor Carrier or the Carrier fails to pay any claimant the full amount of its claim, even if the claim is for \$100,000 or less.

11. Customer Requirements.

Customer shall provide all information and instructions to Fastmore which are required by law and reasonably necessary for Fastmore to efficiently and safely arrange for the transport of Customer's shipments, to include accurate descriptions and weights of the cargo. Customer shall not tender dangerous or hazmat commodities to Fastmore under any circumstances. Customer shall not tender any shipment to Fastmore when the content of the shipment could be expected to taint, contaminate or corrode the quality and condition of other freight being transported on the same trailer with the Customer shipment. If any of the shipments tendered to Fastmore are to be moved to or from either Canada or Mexico, Customer represents and warrants that the shipment shall be tendered to the Servicing Motor Carrier with all required documentation and permits needed to cross the borders of the United States into or out of Canada or Mexico and that Fastmore shall have no liability for any failure to deliver such a shipment due to inadequate documentation or instructions or for failure any to pay customs charges or other charges relating to import or export shipments.

12. Indemnification, Warranties and Limitation of Liability.

In no event shall either Party be responsible for any special or consequential damages regardless of whether the Party to be charged had notice of the possibility of such damages. The total liability of Fastmore with respect to any claims or damages arising from or related services provided pursuant to these terms and conditions will be for the amount charged by Fastmore with respect to the services specifically giving rise to the claims or damages. Customer shall defend, indemnify and hold Fastmore harmless from and against, and shall pay and reimburse Fastmore for, any and all claims, damages, liabilities, fines, judgments, penalties and amounts (including reasonable attorney fees) arising from or related to: (i) breach by Customer of these terms and conditions; (ii) the negligence or other wrongful conduct of Customer, its agents, contractors or employees; (iii)

violation by Customer, its agents, contractors or employees of any applicable laws, rule or regulation; or (iv) Customer's failure to provide, or Fastmore's compliance with or reliance on, instructions, directions, or request of Fastmore. The foregoing notwithstanding, Customer's obligation to hold harmless, defend, indemnify, pay and reimburse shall not apply to the extent any claim is caused by the negligence or intentional misconduct of Fastmore the services are provided "as is" and "as available," without warranties of any kind, either express or implied, including, but not limited to warranties of fitness for a particular purpose. Fastmore shall not be liable for the consequences of identity theft or fraudulent conduct of third parties, including utilizing the services of entities representing themselves to be Servicing Motor Carriers or representatives thereof.

13. COD Shipments.

If Customer tenders cash on delivery shipment to Fastmore with instructions for the Servicing Motor Carrier to collect any payments from the consignee or any other persons for freight charges, duties, purchase of the cargo or other expenses, Customer shall be responsible for these amounts if they are not paid by the consignee or other person when due on an immediate basis without regard to bill or lading language or other instructions. Additionally, Fastmore shall also have no liability if the Servicing Motor Carrier fails to collect the payments due on delivery in the proper form, is presented with a check that is subsequently dishonored, or for any other reason, including the consignee's refusal to make the COD payment for whatever reason.

14. Notification of Accidents or Delays.

Fastmore agrees to notify Customer of any accident or other event of which Fastmore becomes aware during the transport of any shipment which prevents the Servicing Motor Carrier from making a timely or safe Delivery.

15. Consent To Conduct Business Using Electronic Methods.

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"), Fastmore and Customer 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:

- (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 Fastmore, Customer, or both, as authorized by FMCSA in its guidance in response to Question 6 at 74 Fed. Reg. 411, 413.
- (b) Email Method. Under the Email Method, electronic signatures are accomplished through the exchange of email correspondence in a manner that identifies and authenticates Fastmore or Customer as the sender of the email correspondence.

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 these Rules or required by FMCSA regulations. The parties further agree that when the parties use any of the electronic methods described in this Paragraph to accomplish electronic signatures, the chosen method: (1) identifies and authenticates Fastmore or Customer as the source of the electronic communication; (2) indicates Fastmore's or Customer'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. 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. Notwithstanding the foregoing, it is the

Parties' intent that these Rules shall govern any Fastmore brokered shipment subject to these Rules once such a shipment is tendered to and accepted by Fastmore.

16. Assignment & Benefit of Agreement.

The Parties' obligations and rights under these Rules may not be assigned, in whole or in part. The Rules shall be binding upon the and inure to the benefit of the Parties, Fastmore and its Customers.

17. Severability.

If any portion of these Rules for Fastmore's brokerage services constitute a violation of law, the Parties agree that the unlawful portion of these Rules shall be severable and the remaining provisions of these Rules shall continue in full force and effect.

18. Dispute Resolution.

These Rules have been drawn in accordance with the laws of the State of Illinois. If there is any disagreement or disputes arise which arise out of these Rules, Illinois law shall apply in any lawsuit brought to resolve the disagreement or dispute. To the extent that these Rules govern Fastmore broker operations for its Customer, both Fastmore and its Customer agree to the exclusive jurisdiction of the state and federal courts in Cook and DuPage Counties in Illinois as the sole venue to resolve those disputes in litigation arising out of these Rules.