



PRO LOGISTIC BROKER, INC.

CARRIER NAME: _____

PHYSICAL ADDRESS: _____

CITY/STATE/ZIP: _____

MAILING ADDRESS: _____

CITY/STATE/ZIP: _____

AVAILABLE EQUIPMENT / RESOURCES

OF TRUCKS _____ VANS _____ REEFERS _____ FLATBEDS _____ TEAMS _____

SPECIALIZED LTL HAZMAT DROP TRAILER CANADA

ALLOW ADVANCES FOR:

DISPATCH DRIVER LUMPER

HOW OFTEN ARE YOU IN THE DALLAS AREA?

AVERAGE DAYS PER WEEK 1 2 3 4 5 6 7

DROP YARD LOCATIONS (CITY, STATE)

DROP TRAILER AVAILABILITY

CONTACT

NAMES:

PHONE #: _____ EXT: _____

FAX #: _____ WATTS #: _____

IF YOU WOULD LIKE TO BE ADDED TO OUR AVAILABLE LOADS EMAIL – INCLUDE

EMAIL 1 _____

EMAIL 2 _____

REQUEST FOR PROOF OF INSURANCE



PRO LOGISTIC BROKER, INC.

Carriers: Please complete this form and **fax it to your insurance agent** for timely processing of your carrier set up packet with Pro Logistics Broker, Inc.

Thank you.

We appreciate your quick response to this time-sensitive request.

To: _____
Insurance Agent

Agent's Phone Number: _____

Agent's FAX Number: _____

Insured Name: _____

Signed: * _____

***For electronic filing - By entering your full legal name, you acknowledge this legally constitutes your signature for the purposes of this document.**

Date: _____

RE: CERTIFICATE OF INSURANCE Dear Insurance Agent,

Thank you for your prompt handling of this request. This fax is requesting a Certificate of Insurance for the above-named insured. This certificate should list the carrier's coverage for Auto Liability and Cargo.

Please make the certificate to:

PRO LOGISTICS BROKER, INC.

15002 NW 107TH AVENUE

SUITE 8

HIALEAH GARDENS, FLORIDA 33018

Pro Logistics broker, Inc. should be listed as the certificate holder before carrier can be assigned freight tenders and will be valid for 1 year unless 30-day notice of cancellation is faxed or mailed.

Please FAX the certificate to 786.221.2404. Should you have any questions about this request, please call Pro Logistics broker, Inc. at 786.707.3347.



PRO LOGISTIC BROKER, INC.

TIPS FOR TIMELY PAYMENT FOR OUR CARRIERS

Pro Logistics Broker, Inc. wants to pay you for your services just as quickly as we can. You want to be paid quickly even more so.

To make this happen, we must have certain information included when you invoice us.

YOUR INVOICE MUST INCLUDE:

Our Release Number and/or Reference Number
Your Invoice Number and Date
Cost of Load and Lumper Fees

YOU MUST INCLUDE WITH YOUR INVOICE:

Original Bills of Lading
A Copy of Our Rate Confirmation
Agreement Proof of Delivery
Original Lumper Receipts if Applicable

YOU CAN EMAIL OR FAX POD AT:

accounting@prologistics.net

mauricio@prologisticsinc.net

tony@prologisticsinc.net

FAX # 786.221.2404

If you follow these simple procedures, your check should be on the way to you in thirty days from the receipt of all the correct paperwork as stated above.

Thank you for your support and compliance, if you ever have any questions regarding your payment please feel free to call our accounts payable department at **786.707.3347**



PRO LOGISTIC BROKER, INC.

ATTENTION PRO LOGISTICS BROKER, INC

\$\$\$\$ \$ QUICK PAY \$\$\$\$ \$

**"SHOW ME THE MONEY
PROGRAM"**

Pro Logistics broker, Inc. (P.L.B.). is now offering our carriers the opportunity to be quick paid on any and all loads, **LESS 3%**. This opportunity is available under the following terms and conditions.

- P.L.B. will process all "quick pay" invoices **24-48 hours from date it is received**, less a quick pay fee of **3%**. Payment will be sent via ACH unless otherwise specified.
- If carrier wants their check to be express mailed, they must provide P.L.B. with their preferred express mail carrier and their account number with that carrier.
- Carrier must have "**QUICK PAY**" noted on their invoices. Carrier invoice must have the agreed upon amount less the **3%**

Example: **\$1000.00 Total Charges**

\$ 30.00 Less 3% fee

\$ 970.00 Total Due

- All paperwork must be complete. That is, invoice(s) must include a legible proof of delivery and include P.L.B. "Pro #". We will not process pay from a faxed copy. Email proof to accounting@prologisticsinc.net

If carrier chooses not to participate in A.N. D's Quick Pay program, their invoice will be processed and paid 30 days from date of invoice is physically received.



PRO LOGISTIC BROKER, INC.

PRODUCT DISPOSITION, NON-RESALE POLICY

Please be advised due to product liability, trademark protection, and/or licensing agreements for private label stock and general product; any damaged, or otherwise rejected shipments not returned to a Pro Logistics broker, Inc. facility for whatever reason, must be properly disposed of or donated. Products cannot, under any circumstances, be re-sold.

In the event that a damaged or otherwise rejected shipment is not returned to a Pro Logistics Broker, Inc. facility, we require written verification, signed by the entities' authorized agent, regarding final disposition of the product. Copies of donation/disposal receipts are required.

Please acknowledge your understanding of our policy by return signature and specify disposition of damaged or otherwise rejected shipment of product. By signing this Agreement, you agree to contact Pro Logistics Broker, Inc., immediately, and that you will not sell, dispose, or donate the product unless directed to do so in writing by Pro Logistics broker, Inc.

In the event of any overages/shortages/ or damaged product, Pro Logistics Broker, Inc. requires that the following product information be provided: P.O. #, Quantity, Final Disposition, Organization, Signature of Receiving Organization, and Date.

CARRIER INFORMATION

Carrier:

MC #:

DOT #:

Date:

Authorized Signature:

Title:

Initial



PRO LOGISTIC BROKER, INC.

Form W-9 (Rev. January 2011) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give Form to the requester. Do not send to the IRS.
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Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____	
	<input type="checkbox"/> Other (see instructions) ▶ _____	
Address (number, street, and apt. or suite no.)		Requestor's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)																					
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.																					
	Social security number <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:15px; height:20px;"></td> <td style="width:15px; height:20px;"></td> <td style="width:15px; height:20px;"></td> <td style="width:15px; height:20px;"></td> <td style="width:15px; height:20px;"></td> <td style="width:15px; height:20px;"></td> <td style="width:15px; height:20px;"></td> <td style="width:15px; height:20px;"></td> <td style="width:15px; height:20px;"></td> <td style="width:15px; height:20px;"></td> <td style="width:15px; height:20px;"></td> <td style="width:15px; height:20px;"></td> <td style="width:15px; height:20px;"></td> <td style="width:15px; height:20px;"></td> <td style="width:15px; height:20px;"></td> <td style="width:15px; height:20px;"></td> <td style="width:15px; height:20px;"></td> <td style="width:15px; height:20px;"></td> <td style="width:15px; height:20px;"></td> <td style="width:15px; height:20px;"></td> </tr> </table>																				
Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.																					
	Employer identification number <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:15px; height:20px;"></td> <td style="width:15px; height:20px;"></td> <td style="width:15px; height:20px;"></td> <td style="width:15px; height:20px;"></td> <td style="width:15px; height:20px;"></td> <td style="width:15px; height:20px;"></td> <td style="width:15px; height:20px;"></td> <td style="width:15px; height:20px;"></td> <td style="width:15px; height:20px;"></td> <td style="width:15px; height:20px;"></td> <td style="width:15px; height:20px;"></td> <td style="width:15px; height:20px;"></td> <td style="width:15px; height:20px;"></td> <td style="width:15px; height:20px;"></td> <td style="width:15px; height:20px;"></td> <td style="width:15px; height:20px;"></td> <td style="width:15px; height:20px;"></td> <td style="width:15px; height:20px;"></td> <td style="width:15px; height:20px;"></td> <td style="width:15px; height:20px;"></td> </tr> </table>																				

Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and	
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and	
3. I am a U.S. citizen or other U.S. person (defined below).	
Certification instructions. You must cross out Item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, Item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.	
Sign Here	Signature of U.S. person ▶ _____
	Date ▶ _____

General Instructions
 Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form
 A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



PRO LOGISTIC BROKER, INC.

DOUBLE BROKERING PRO LOGISTICS BROKER, INC. LOADS WITHOUT WRITTEN AUTHORIZATION WILL BE CONSIDERED A SERIOUS BREACH OF CONTRACT.

Unauthorized double brokering is not allowed. Double brokering transactions are considered a serious violation of our carrier contract agreements and will result in subsequent contract violations that Pro Intermodal Broker, Inc. hold within its own customer contract to perform due diligence on the actual underlying carrier.

Unauthorized double brokering may result in non-payment or reduced payment to carrier as a consequence of contract breach.

Carriers who double broker Pro Logistics Broker, Inc. loads without written authorization will be reported to various transportation industry association alert boards.

Carriers who double broker Pro Logistics Broker, Inc. loads without written consent will be removed from the Pro Logistics Broker, Inc. carrier database.

Carrier Name: _____ Date: _____

Print Name: _____ Signature: *

***For electronic filing - By entering your full legal name, you acknowledge this legally constitutes your signature for the purposes of this document.**

PLEASE SIGN, DATE AND RETURN VIA FAX OR EMAIL WITH LOAD CONFIRMATION TO FAX:786.221.2404 EMAIL: tony@prologisticsinc.net



PRO LOGISTIC BROKER, INC.

BROKER-CARRIER AGREEMENT

This Agreement (“Agreement”) is entered into this day of, 20_, by and between Pro Logistics Broker, Inc. (“Broker”), a Registered Property Broker, Lic. No. MC – 963645-B, and, a Registered Motor Carrier, Permit/Certificate No. DOT (“Carrier”); collectively, the “Parties” or, individually, a “Party.” (“Registered Motor Carrier” means a motor carrier operated under authority issued by the Federal Motor Carrier Safety Administration (or its predecessors) within the U.S. Department of Transportation.)

RECITALS:

A. **WHEREAS**, Broker is a licensed property broker, and holds brokerage authority from the United States Department of Transportation to represent shippers in arranging for transportation services for those shippers.

B. **WHEREAS**, Carrier is a registered Motor Carrier operated under authority issued by the Federal Motor Carrier Safety Administration (or its predecessors) within the U.S. Department of Transportation;

C. **WHEREAS**, Broker, in furtherance of its business operations, desires to procure the services of Carrier to provide its shipper and customers with transportation services and CARRIER agrees to provide those services.

It is agreed between the BROKER and CARRIER as follows:

AGREEMENT:

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereto agree as follows:

1. CARRIER RESPONSIBILITIES AND COVENANTS:

A. Carrier’s Covenant to Provide Services and Equipment and Personnel: Subject to its representations and warranties in Section 3 below, Carrier agrees to provide the Services and the prudent equipment and qualified personnel reasonably necessary for professional completion of the transportation services required for Broker and/or its customers. Carrier agrees, in good faith, that it shall not supply equipment that had been used to transport “hazardous wastes,” solid or liquid, regardless of whether such equipment meets the definition in 40 C.F.R. §261.1 et. seq. Carrier agrees that all shipments will be transported and delivered with reasonable dispatch and will be held to a standard of professionalism in performing the Services.

B. **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. 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 responsibility/liability shall continue until



PRO LOGISTIC BROKER, INC.

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, released rates or released value) inconsistent with the terms of this Agreement shall be ineffective. 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.

- Late fees will be applied if Carrier fails to comply with the load agreement (rate confirmation) and will be subject to a **rate deduction** no less than \$50.00, not to surpass twenty-five percent (25%) of total rate for late deliveries.
- Carrier is required to submit via scanned digital copy or mail, the POD's and lumper receipts within seven (7) days of completion of the load.
- Carrier will need to make sure that the POD includes any stickers or signatures. Failure to include these could result in **non-payment**.
- Carrier **MUST** hand write any illegible detention (In and Out times and locations in which it occurred), this does not supersede notifying AND of any delays, and payment is subject to following proper protocol. –Cell phone snap shots **will not be accepted** (as these copies are not legible once uploaded into our system).
- Failure to provide the proper documentation of the completed load within seven (7) days from date of delivery, including, but not limited to your proof of delivery (POD), Lumper receipts, and detention will result in deduction of your line haul costs to American National plus an additional fifty percent (50%) of same. This must come in either original form or scanned form.
- Repeat offenders will be placed on a "DO NOT LOAD" list.
- In the event there is a conflict between the rate confirmation and the contract, the rate confirmation supersedes the terms of the previous contract.
- Failure to submit accessorial receipts (including but not limited to lumper receipts) will result in non-payment of said accessorial.
- OS&D and RMA loads **MUST** be sale at the time of refusal.
- RMA loads must be returned within 48 hours to avoid claims

C. LOSS & DAMAGE CLAIMS:

- i. 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.
- ii. Carrier's liability for any cargo damage, loss, or theft from any cause shall be determined under the Carmack Amendment, 49 U.S.C. §14706.



PRO LOGISTIC BROKER, INC.

iii. Carrier's indemnification liability (See Section 3(H)) for freight loss and damage claims under this Section 1(C)(iii) 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 according to Section 1(C)(ii) above.

iv. Except as provided in Section 3(E), neither Party shall be liable to the other for consequential damages without prior written notification of the risk of loss and its approximate financial amount, and agreement to assume such responsibility in writing.

v. Notwithstanding the terms of 49 CFR 370.9, Carrier shall pay, decline or make settlement offer in writing on all cargo loss or damage claims within thirty (30) days of receipt of the claim. Failure of Carrier to pay, decline or offer settlement within this thirty (30) day period shall be deemed admission by Carrier of full liability for the amount claimed and a material breach of the Agreement. Broker may withhold as setoff any payment due to Carrier pursuant to this Agreement, in whole or in part, to satisfy any cargo damage claim which Carrier has not paid or denied for a legally valid cause or reason within ninety (90) days of presentation of the claim. Such setoff is to be made in the sole discretion of Broker.

2. BROKER RESPONSIBILITIES:

A. PROVISION OF SHIPMENT INFORMATION: Broker shall inform Carrier of all reasonably necessary information for Broker to perform the transportation services, including but not limited to: (a) place of origin and destination of all shipments; and (b) if applicable, any special shipping instructions or special equipment requirements, of which Broker has been timely notified.

B. Broker agrees to conduct all billing services to shippers. Carrier shall invoice Broker for its (i.e. Carrier's) charges, as mutually agreed in writing, by fax, or by electronic means, contained in Broker's Load Confirmation Sheet(s) incorporated herein by this 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. Any such additional, modified, or amended rates, changes in rates shall automatically be incorporated herein by this reference.

C. PAYMENT:

i. The Parties agree that Broker is the sole party responsible for payment of Carrier's charges. Failure of Broker to collect payment from its customer shall not exonerate Broker of its obligation to pay Carrier. Broker agrees to pay Carrier's invoice within thirty



PRO LOGISTIC BROKER, INC.

(30) days of receipt of the bill of lading or proof of delivery, provided Carrier is not in default under the terms of this Agreement. Carrier shall not seek pay from Shipper.

ii. Payment and other disputes are subject to the terms of Section 4(D).

D. BOND: Broker shall maintain a surety bond/trust fund as agreed to in the amount of

\$75,000.00 and on file with the Federal Motor Carrier Safety Administration (FMCSA) in the form and amount of not less than that required by that agency's regulations.

E. Broker's responsibility is limited to arranging for, but not actually performing, transportation of a shipper's freight.

F. INSURANCE: Carrier shall furnish Broker with Certificate(s) of Insurance, or insurance policies providing thirty (30) days advance written notice of cancellation or termination, and unless otherwise agreed, subject to the following minimum limits: General Liability

\$1,000,000.00; motor vehicle (including hired and non-owned vehicles) \$1,000,000.00 cargo damage/loss \$100,000.00; workers' compensation with limits required by law. Except for the higher coverage limits which may be specified above, the insurance policies shall at a minimum comply with minimum requirements of the Federal Motor Carrier Safety Administration and any other applicable regulatory state agency. Carrier is responsible for providing a list of all drivers and equipment covered under its insurance policy. Carrier will only assign drivers and equipment on the list to any shipment broker by Broker. Carrier will communicate any modifications to insurance coverage to Broker immediately. Nothing in this Agreement shall be construed to avoid Carrier's general liability for performing the transportation services.

G. ASSIGNMENT OF RIGHTS: Carrier automatically assigns to Broker all of its rights to collect freight charges from Shipper or any responsible third party.

3. CARRIER REPRESENTS AND WARRANTS THAT IT:

A. 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;

B. Shall transport any property which is the subject of this Agreement (the "Property"), under its own operating authority and subject to the terms of this Agreement;

C. Makes the representations herein for the good and valid consideration to contract business with Broker;



PRO LOGISTIC BROKER, INC.

D. Agrees that a client or 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 according to the terms of this Agreement or any other Agreement existing between the Parties;

E. Shall not re-broker, assign or interline the shipments hereunder, without prior written consent of Broker. If Carrier breaches this provision, Broker shall have the right of paying the monies for rendering the services at issue directly to the delivering carrier, in lieu of payment to Carrier. Upon Broker's payment to delivering carrier, Carrier shall not be released from any liability to Broker under this Agreement. In addition to the indemnity obligation in Section 3(H), Carrier shall be liable for consequential damages for violation of this Section 3(E).

F. 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: training of drivers, 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 substances, and hours of service regulations; sanitation, temperature, and contamination requirements for transporting food, perishable, and other products, qualifications 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 it drivers; all applicable insurance laws and regulation including but not limited to workers compensation.

G. Carrier shall 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.

H. INDEMNIFICATION: to the extent permissible under applicable federal and state law, Carrier shall defend indemnify and hold Broker and its shipper customer harmless from any claims, actions or damages, arising out of Carrier's acts and/or omissions, or arising out of Carrier's violation of any of the terms of this Agreement or Carrier's violation of the Carrier Load/Rate Confirmation, including cargo loss and damage, theft, delay damage to property, and personal injury or death. Neither Party shall be liable to the other for any claims, actions or damages due to the negligence or intentional act of the other Party, or the shipper. The obligation to defend shall include all costs of defense as they accrue, including attorney's fees.

I. 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".



PRO LOGISTIC BROKER, INC.

J. Authorizes Broker to invoice Carrier's freight charges to shipper, consignee, or third parties responsible for payment.

4. MISCELLANEOUS:

A. INDEPENDENT CONTRACTOR: Carrier is not an employee of Broker, for any purposes, but is an independent contractor for all purposes, including U.S. federal income tax purposes. Carrier further specifically agrees as follows:

i. **Payment of Taxes:** Carrier agrees to pay promptly all taxes of any nature, including but not limited to withholding, self-employment, and/or other taxes arising out of or incurred by Carrier in connection with the Services performed by Carrier pursuant to this Agreement (hereinafter collectively referred to as the "Taxes") when they become due. The Parties agree that the provisions of this Section 4(a) of this Agreement shall remain in full force after, and shall survive, the termination of this Agreement.

ii. **Representations by Carrier:** Carrier agrees to hold itself out as an independent contractor, at all times, and not as an employee of Broker. Carrier will not make any statements or representations, actual or implied, to any person or entity that could or would lead such person or entity to believe that Carrier is an employee of Broker and not an independent contractor.

B. NON-EXCLUSIVE AGREEMENT: Carrier and Broker acknowledge and agree that this Agreement 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.

C. 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 of provision.

D. NO BACK SOLICITATION:

i. Unless otherwise agreed in writing, Carrier shall not knowingly solicit freight shipments for a period of twenty-four (24) month(s) following termination of this agreement for any reason, from any shipper, consignor, consignee, or other customer of Broker, when such shipments of shipper customers were first tendered by Broker; and the availability of such traffic first became known to the CARRIER as a result of BROKER'S efforts.

ii. During the Term of this Agreement and for twelve (12) month period after the termination hereof, Carrier agrees that it shall not hire or attempt to hire any of Broker's employees without first obtaining Broker's valid consent in writing.



PRO LOGISTIC BROKER, INC.

iii. In the event of breach of this Section 4(D), Broker shall be entitled, to all and any remedies available in law or equity against Carrier. This includes but is not limited to the fact that Broker may seek injunctive relief and in the even it is successful, Carrier shall be liable for all costs and expenses incurred by Broker, including, but not limited to, reasonable attorney's fees. Additionally, if CARRIER breaches this agreement and

"back-solicits" the shipper, consignor, consignee or customer of the Broker, and traffic, Broker will be paid a commission by the CARRIER of twenty percent (20%) of the gross transportation revenues received by the CARRIER or its agent on the movement.

i. Definition of Confidential Information: As used herein, the term "Confidential Information means any and all information made known or available to, or developed or discovered by Broker or any of its agents, representatives or employees, incident to or arising from conduct of the Broker's business, however and whenever acquired, including, but not limited to, customer information, customer lists, trade secrets, business procedures, intellectual property, software source code, databases, and similar information.

ii. Exclusive Property: The Parties hereto agree that the Confidential as defined in Section 4(E)(i) which term also includes but is not limited to any information that Broker may from time to time designate as Confidential Information, is the exclusive property of the Broker.

iii. Disclosure of Confidential Information:

(1) *Non-Disclosure.* Carrier acknowledges and agrees that Confidential Information are all valuable, special and unique assets of Broker, and that Carrier shall not disclose the Confidential Information or any item thereof to any person, firm, corporation, partnership, proprietorship or other entity for any reason or purpose whatsoever, except as specifically instructed by the Broker.

(2) *Injunctive Relief.* The parties agree that any breach of this section 4(E)(iii) will cause substantial and irreparable damage to the Broker, the exact amount of which will be impossible to ascertain, and accordingly, Broker will be entitled, as a matter of course, to injunctive relief together with any other relief to which it may be entitled in law or in equity.

iv. Survival: The Parties agree that the provisions of this Section 4(E) of this Agreement shall remain in full force after, and shall survive, the termination of this Agreement.

E. NON-SOLICITATION OF BROKER EMPLOYEES:

i. Carrier agrees that it will not hire any employees of the Company and it will not, either directly or indirectly, solicit, induce, recruit or encourage any of the Company's employees to leave their employment, or take away such employees, or attempt to solicit, induce, recruit, encourage or take



PRO LOGISTIC BROKER, INC.

away employees of the Company, either for Carrier, or for any other person or entity. The Parties hereto shall make all necessary efforts and take all prudent action to adhere to and effectuate the terms of this Agreement. If the above back-soliciting provision is violated, Carrier acknowledges that the remedy at law for the violation is insufficient, and that American National Diversified, Inc. cannot be compensated only by money damages. It is agreed that American National Diversified, Inc. will be entitled to bring an action in State or Federal Court to enforce this provision, including injunctive relief, and shall be entitled to money damages and temporary and permanent equitable relief to prohibit Carrier and any other companies owned or affiliated with Carrier from continuing to violate the above provision even if no money damages can be proven. In addition, American National Diversified, Inc. will be entitled to recover attorney's fees and costs related to enforcing this covenant.

ii. **COMPLIANCE WITH ALL LAWS AND REGULATIONS:** During the term of this Agreement, Carrier agrees to comply with all laws, including but not limited to, U.S. federal, state, and local laws, statutes, ordinances, and any other governing and applicable provisions. Should American National Diversified, Inc. seek remedy from State or Federal Court, against Carrier and/or any other companies owned or affiliated with Carrier, it is agreed thereby, that proper venue will be located in Rockwall County, Texas.

iii. **MODIFICATION OF AGREEMENT:** This Agreement may not be amended, except by mutual written agreement.

iv. **NOTICES:** All notices provided or required by this Agreement, shall be made in writing and delivered, return receipt requested, postage prepaid; or by confirmed (electronically acknowledged on paper) fax.

v. **CONTRACT TERM:** The term of this Agreement shall be one year from the date hereof and thereafter it shall automatically be renewed for successive one (1) year periods, unless terminated, upon thirty (30) day's prior written notice, with or without cause, by either Party at any time, including the initial term. 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.

vi. **SEVERANCE 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.

vii. **ENTIRE AGREEMENT:** This Agreement contains the entire understanding of the Parties and supersedes all verbal or written prior agreements, arrangements, 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.



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viii. GOVERNING LAW: This Agreement and the transactions contemplated herein shall be governed according to the laws of the State of Texas.

IN WITNESS WHEREOF, we have signed this Agreement the date and year first shown above.

BROKER

PRO LOGISTICS BROKER, INC

CARRIER

Authorized Signature Authorized Signature

Authorized Signature Authorized Signature

Printed Name

Printed Name

Title

Title

Company Address:

Company Address

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