

NEW CARRIER PACKET

Thank you for the opportunity to do business with you. However, before you can carry the load for Newcomb Transportation & Logistics, Inc., we must ask for below documents. Newcomb Transportation & Logistics, Inc. is extending the offer for you as a carrier to be part of our team and become an official service supplier. Newcomb Transportation & Logistics, Inc. requires the following information before entering into any contractual agreement with a carrier.

DOCUMENTS

Please fill, initial, sign, date and fax the following information to Newcomb Transportation & Logistics

1. Completed and Signed Agreement
 - Completed Carrier Profile & Alternative Form W-9
 - Carrier Payment Terms Agreement
 - Carrier Quick Pay Authorization Form
 - Carrier Electronic Payment Enrollment Form
 - Terms & Conditions For Electronic Payment
 - Carrier Terms & Conditions
2. Certificate of Cargo & Liability Insurance (Supplied by your Insurance Company)
3. Current Carrier Operating Authority (Copy of certificates or permit supplied by the FHWA)
4. Current U.S. DOT Safety Rating or MC Number
5. SCAC (Standard Carrier Alpha Classification) Code
6. Hazardous Materials Endorsement (Copy required if applicable)
7. Preferred means of Driver Communication (i.e. Lap top/ Cell Phone/Smart Phone)

Developing a mutually beneficial business relationship with your company is what we strive for and look forward to. If you are interested in being a member of our team, please send us the information required or give us a call.

CORPORATE OFFICE: **Color must be filled only by the Company Employees**

Newcomb Transportation & Logistics 420 N. McKinley Street, Suite 111, Corona, CA 92879.

Agent:		Web:	 http://newcomblogistics.com
Toll Free: (877) 97-CARGO ext:		Email:	 support@newcomblogistics.com
Direct:		MC#	 789961
Mobile:		Bond #	 26027
Fax:		FED ID#	 45-1613541
Email:		D.U.N.S. #	 07-852-1350

Normal payment terms to the Carrier are twenty-three (21) to forty-five (45) days from receipt of the bills of lading and invoice in the Newcomb Transportation & Logistics corporate office, unless 5% fee "Carrier Quick Pay Authorization Form" was requested and complete.

Any receipts that you wish to be considered for reimbursement must be pre-approved and included at the time the bills and invoice are presented for payment.

Any questions about billing should be directed to the accounting department at the corporate office. Any questions about the load should be directed to the agent office with whom you booked the load.

INITIAL HERE

CARRIER PROFILE & ALTERNATIVE FORM W-9

GENERAL INFORMATION

Legal Name

D.B.A. Name

Motor Carrier #

Taxpayer ID #

Address

City State Zip

BUSINESS TYPE (Select one)

Individual ☐ Sole Proprietor ☐ LLC ☐

Corporation ☐ Partnership ☐

Other

Exempting From Backup Withholding ☐

Phone Fax

Email Website

PAYMENT INFORMATION

(If Different From Above)

Payee

Address

City State Zip

CONTACT INFORMATION

(If Different From Above)

Phone Fax

Email

Website

CARRIER EQUIPMENT (Equipment in good working condition)

Total Number of Tractors

R (Example)

Trailer Types	Number of Each	Deck Dimensions	Special Comments
R	10	48x102	Air Ride - Example

DRIVERS & TEAMSHow Many Drivers Do You Have? How Many Teams Do You Have? May We Advance You or Your Drivers? Yes No Communication With Drivers? Satellite Radio Cellular Pager Check-Call **INSURANCE**Agency Name Phone **CERTIFICATION**

I certify that:

1. The number entered as Taxpayer ID # above 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.

CARRIER COMPANY/OPERATOR

Authorized Signature – Printed

Authorized Signature

Title

Date

INITIAL HERE

CARRIER AGREEMENT

THIS AGREEMENT is made and executed as of the undersigned date by and between Newcomb Transportation & Logistics ("Broker"), and the undersigned company or individual ("Carrier").

WHEREAS, Carrier is a licensed motor carrier pursuant to permit, registered as MC# 789961 and Broker desires to utilize the Carrier's services, and Carrier desires to utilize services of Broker, and in consideration thereof, the sufficiency of which is acknowledged, mutually agree as follows:

1. **Service & Term:** Carrier agrees to transport an unspecified number of shipments for which Broker is authorized by its customers to negotiate and secure freight transportation. This Agreement shall continue for a period of one (1) year and thereafter on a month-to-month basis, subject to cancellation by either party upon fourteen (14) days written notice.
2. **Independent Contractor:** Carrier shall be an independent for-hire contract carrier in the performance of the transportation services, and shall not be nor act as either agent or employee of Broker. Carrier shall have exclusive control and direction of the work it performs pursuant to this Agreement. Carrier assumes full responsibility for the payment of all local, state, federal and intra-provincial payroll taxes, and contributions or taxes for unemployment insurance, worker's compensation insurance, pensions, and other social security or related protection with respect to the persons engaged by Carrier to perform of transportation and related services. Carrier shall provide its Federal Tax Identification Number either by IRS Form W-9, or an alternative form prior to commencing any transportation or related services under this Agreement.
3. **Carrier's Duties:** Carrier shall provide transportation services as specified in Terms of Carrier Agreement, which is hereby incorporated into this Agreement by reference. Carrier appoints Broker as its agent to receive charges for transportation services rendered by Carrier. Carrier must submit original proof(s) of delivery, any receipts that may be considered for reimbursement, and an invoice to Broker as agent for its customer. Payment terms shall be no more than thirty (30) days from receipt of necessary supporting documentation, barring any disputes or discrepancies. Carrier agrees that Broker is the sole party responsible for payment of Carrier's invoices and that, under no circumstance, will Carrier seek payment from any shipper(s), consignee(s) or other party. Carrier will verify that it is named as the "carrier of record" on bill(s) of lading at the time of shipment, and if not, make the necessary corrections. Under no circumstance shall Carrier re-broker or tender a shipment to a third party for delivery without the express written consent of Broker. Carrier shall maintain a satisfactory US DOT safety rating and shall be in compliance with all applicable laws.
4. **Equipment Maintenance & Inspection:** Carrier agrees to furnish appropriate equipment at its own expense for transportation under this Agreement. Carrier shall assume and pay all costs and expenses incident to the transportation of commodities and goods tendered under this Agreement. Carrier shall maintain and inspect all equipment in accordance with its insurance policy requirements, and shall retain any records of such inspections for at least one (1) year.
5. **Freight Claims:** The provisions of 49 CFR § 370 are incorporated into this Agreement, and shall have full effect except the extent otherwise provided in this Agreement. Carrier assumes liability as a common carrier for loss, damage to, or destruction of any and all cargo while under Carrier's possession, custody or control. Carrier shall inspect and assure the condition of each load at the time it is tendered. Carrier shall notify Broker immediately if a load is tendered in unsuitable condition,. Cargo that has been tendered to Carrier intact and without exception, and delivered in a damaged condition, or lost or destroyed prior to delivery by Carrier shall be conclusively presumed to have been lost, damaged, or destroyed by Carrier. Claims will be filed with Carrier by the owner of the cargo, or its agent, and may be facilitated by Broker. Owner of the cargo is a third party beneficiary of this Agreement. Claims will be assessed at invoice value or destination market value as applicable, and no special or consequential damages will be assessed unless by special agreement. Carrier shall either pay owner of cargo directly or Broker shall deduct from the amount Broker owes Carrier, and Broker shall pay owner of cargo on behalf of Carrier. Broker shall deduct the full actual loss of a claim from the amount otherwise owed Carrier if Carrier has not resolved the claim within ninety (90) days from the date of the claim. Carrier agrees to indemnify Broker for any payments made hereunder. In the event of a loss, damage or delay, Carrier shall notify Broker immediately and request instructions. Carrier shall return all undelivered shipments at expense of responsible party (as determined by outcome of claim) to the point of origin or to other points as instructed. Carrier shall waive any and all right of salvage or resale of any cargo, and shall not under any circumstance allow cargo to be sold, made available for sale, or otherwise disposed of in any salvage markets or any other secondary outlets, unless otherwise specified in writing. In the event that cargo is returned and salvaged by the owner, Carrier shall receive credit for the actual salvage value of such cargo.

6. **Insurance:** Carrier will procure and continuously maintain the following insurance throughout the term of this Agreement:
- (a) Comprehensive General Liability Insurance, not less than \$1,000,000 (One Million US Dollars);
 - (b) Public Liability Insurance in the amount of not less than \$1,000,000 (One Million US Dollars);
 - (c) All-Risk, nonscheduled vehicle Cargo Insurance with a per unit minimum liability limit of \$100,000 (One Hundred Thousand Dollars) and;
 - (d) Employer's Liability and Workers Compensation Insurance with limits at or above statutory requirements for states in which Carrier shall operate, in an amount not less than \$500,000 (Five Hundred Thousand Dollars). All insurance required by this Agreement must be written by an insurance company having an A.M. Best rating of "B+" or better, and must be authorized to do business under the laws of the state(s) or province(s) in which Carrier provides transportation and related services. Carrier's insurance shall be primary, and required to respond and pay prior to any other available coverage. Carrier agrees that it, its insurer(s), or anyone claiming by, through, or under Carrier shall have no claim, right of action, or right of subrogation against Broker, its affiliates, or its customers based on any loss or liability insured under the foregoing insurance. Carrier shall, prior to providing transportation and related services pursuant to this Agreement, name Broker as a certificate holder on each of the foregoing insurance policies, and shall cause its insurance company or agent to issue a certificate to Broker evidencing the foregoing coverage. Carrier represents and warrants that it will continuously fulfill the requirements of this section throughout the duration of this Agreement. Broker shall be notified in writing by Carrier's insurance company at least ten (10) days prior to the cancellation, change, or nonrenewal of the submitted insurance policies. If Carrier is self-insured, a certificate of the state in which the transportation services are to be performed must be furnished by such state agencies directly to Broker. Self-insured Insurance will meet or exceed the requirements of federal and state regulatory bodies having jurisdiction over Carrier's performances pursuant to this Agreement.
7. **Solicitation:** Carrier agrees that it shall not, during the term hereof, and for a period of one (1) year from the date of the termination of this Agreement, do any of the following: (i) directly or indirectly, solicit or otherwise contact any of Broker's customers or other person with whom Carrier had contact for the purpose of transporting shipments directly for or on behalf of such person or customer, or engaging in any operation competitive with that of Broker; and (ii) directly or indirectly employ, hire or otherwise engage the services of or associate in any business with any person who is or has been employed by Broker during the term hereof, unless such participant or other person shall have ceased to be employed by Broker for at least one (1) year.
8. Carrier will not re-broker, assign or interline the shipments hereunder without prior written consent of the Broker. If Carrier breaches this provision, Broker shall have the right of paying the monies it owes Carrier 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 reflected in this agreement the Carrier will be liable for consequential damages for violation of this clause of the agreement.
9. **Carrier moving perishable:** Carrier warrants that the carrier will inspect or hire a service representative to inspect a vehicle's refrigeration or heating unit at least once each month. Carrier warrants that they shall maintain a record of each inspection of refrigeration or heating unit and retain the records of the inspection for a least one year. Copies of these records must be provided upon request to the carrier's insurance company and Broker. Carrier warrants that they will maintain adequate fuel levels for the refrigeration or heating unit and assume full liability for claims and expenses incurred by the Broker or the shipper for failure to do so. The carrier must provide their cargo insurance carrier with all records that relate to a loss and permit copies and abstracts to be made from them upon request.
10. **No disparagement:** Carrier shall not disparage the name, business of, or reputation of Broker orally or in written form, and agrees to assign to Carrier the copyright in any online review written or submitted via the internet.
11. **Applicable Law:** The terms of this Agreement shall be governed by the laws of the State of California without giving effect to any conflict of law principles. Any controversy or claim arising out of, or relating to this Agreement, or the breach thereof, shall be resolved in a court having jurisdiction in Travis County, California. The parties waive the right to jury. All costs and attorney fees shall be assessed against the losing party.
12. **Indemnification:** Carrier shall indemnify, save, defend, and hold harmless Broker, its customers, and its subsidiaries and their respective officers, directors, employees, and contractors from and against all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, charges and expenses, including without limitation, fees and expenses of legal counsel and expert witnesses, which are the result of or arising out of any

or all of the work or services performed under this Agreement by Carrier, its employees, or its contractors.

- 13. Headings:** Headings in this Agreement are for convenience only, and shall not be interpreted to limit the terms or provisions contained herein.
- 14. Entire Agreement:** This Agreement, together with the Load Confirmation and Rate Agreement constitutes the entire agreement between the parties. This Agreement may only be modified by a separate written agreement, signed by both parties. If any provision of this Agreement is held to be invalid, the remainder of this Agreement shall remain in force and effect with the offensive term or condition being stricken to the extent necessary to comply with any conflicting law.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives on the date above first written.

GUARANTY: The undersigned Carrier, as an inducement to Broker to enter into contract, hereby guarantees performance and payment of all terms and conditions of this Agreement on behalf of Carrier.

This Agreement shall be governed by and construed in accordance with the laws of the state of California with respect to contracts made and performed wholly within the State of California.

Agreement Beginning Date 20

This Agreement is effective as of the date of signing and shall remain in full force as set forth above and will automatically renew, or stay in an effect until a renewal is deemed necessary at the request of the Company.

FREIGHT BROKER/COMPANY

Newcomb Transportation & Logistics

Alexander Newcomb

Authorized Signature – Printed



Authorized Signature

President/CEO

Title

Date

CARREIR COMPANY/OPERATOR

Authorized Signature – Printed

Authorized Signature

Title

Date

CARRIER PAYMENT TERMS AGREEMENT

All services rendered & billed by Newcomb Transportation & Logistics are to be paid in full, immediately upon presentation of the invoice.

Shipments may be automatically insured and premium billed, unless otherwise indicated. In such cases, the insurance premium must be paid, along with the other freight-related charges. Any insurance claims, damages or loss of freight does not warrant deductions or non-payment of Newcomb Transportation & Logistics invoices.

Amounts outstanding after fifteen (15) days will be considered overdue and bear interest at an annual rate of 15%, compounded at 1.25% per month or any fraction thereof of the outstanding amount. Additionally, Late Payment Fee of 3% (Minimum USD \$150.00) of the total invoice or past due amount will apply, per outstanding invoice.

Any shipments may be placed on hold by Newcomb Transportation & Logistics, its carriers or agents, based on past-due invoice amounts or unpaid invoices on current or past invoices and/or shipments.

All invoices in excess of approved credit limit will require advance payment.

Refunds are not available. Any credits will be applied to outstanding or future invoices.

In the event of a collection on outstanding invoices, you hereby agree to be additionally responsible for any legal fees, including Court cost & attorney's fees.

If you are the importer of record, payment to the broker will not relieve you of liability for U.S. Customs charges (duties, taxes and/or other debts owed to U.S. Customs) in the event the charges are not paid by the broker. Therefore, if you pay by check, U.S. Customs charges may be paid with a separate check payable to U.S. Customs & Border Protection which shall be delivered to U.S. Customs by the broker. Importers who wish to utilize this procedure must contact our office in advance to arrange timely receipt of duty checks.

Shipments that arrive at a destination airport, port, warehouse or terminal, which are detained by Customs, other agencies, company and/or warehouse, which are abandoned and/or not picked-up within the required time period will incur demurrage/storage charges and will be billed and full payment due upon invoice presentation. After 30 days, the shipment may be returned to origin and the returned freight will also be billed and due upon invoice presentation.

An origin and/or destination demurrage and/or storage charge is the responsibility of the client, shipper or consignee and must be paid, prior to freight release or delivery.

A Freight Quotation is provided as a courtesy and not a binding agreement. Final invoice will provide the detailed and exact amount of charges rendered and billed.

Origin and/or destination THC (Terminal Handling Charge) will be billed as applicable, even if not originally quoted. Such charges are sometimes unknown, until the shipment transpires.

Two (2) free hours are provided for loading and unloading on full-container loads, full-trailer loads or full trucks loads. One (1) free hour is provide for loading or unloading on loose cargo, less-than container loads, less-than trailer loads or less-than truck loads. Additional time than the above provided for loading or unloading will be billed, accordingly.

If payments of our invoice and/or charges are being paid with credit card, charge-back to the credit card company is not acceptable.

Conditions

- All clients are subject to the above terms & conditions.
- Failure to comply with the above payment terms will be considered a breach of this agreement.

GUARANTY: The undersigned Carrier, as an inducement to Broker to enter into contract, hereby guarantees performance and payment of all terms and conditions of this Agreement on behalf of Carrier.

This Agreement shall be governed by and construed in accordance with the laws of the state of California with respect to contracts made and performed wholly within the State of California.

Agreement Beginning Date 20

INITIAL HERE

This Agreement is effective as of the date of signing and shall remain in full force as set forth above and will automatically renew, or stay in an effect until a renewal is deemed necessary at the request of the Company.

CARREIR COMPANY/OPERATOR

Authorized Signature – Printed

Authorized Signature

Title

Date

CARRIER QUICK PAY AUTHORIZATION FORM

Please complete the following form to sign up for Quick Pay with Newcomb Transportation & Logistics. Upon completion, your company will be eligible for Quick Pay.

Quick Pay Program Details:

Read the following Quick Pay service fee agreement and disclosure carefully before making your selection

Please select ONE of the following options

3% charge ☐ I would like to be paid in 5-8 (five to eight) days (3% Quick Pay service charge applied) after the Newcomb Transportation & Logistics factor company receives original paperwork from the Carrier

5% charge ☐ I would like to be paid in 2-3 (two to three) days (5% Quick Pay service charge applied) after the Newcomb Transportation & Logistics factor company receives original paperwork from the Carrier

Up to 45 days ☐ I would like to be paid in 23 (twenty-three) to 45 (forty-five) days after the Newcomb Transportation & Logistics factor company receives original POD (proof of delivery) paperwork

Note: 3% or 5% fees will be deducted from the total (agreed \$ amount from the confirmation sheet between Newcomb and a Carrier) Carrier payment for the shipment. This option may require from 2 (two) days up to 8 (eight) days with 3% or 5% service charge fees for processing, depending on the time Newcomb receives original and signed paperwork from a Carrier.

Requests received after 5:00 p.m. eastern time will be processed the following business day

Required Paperwork: The following must be received in order to be eligible for quick pay. All documents have to be original paperwork; we do not accept copies or faxed paperwork to process your Quick Pay amounts

- Carrier Quick Pay Authorization form (this is the form you need to sign and return)
- Signed carrier load agreement (confirmation sheet)
- Signed and clear bill of lading
- Signed Customer POD (proof of delivery) paperwork
- Other load paperwork such as weigh tickets, lumper fees etc.

Payment Method By Check

1. Paper check:

Allow 1-7 (one to seven) days depend on your geographical location

Company Name:

Address:

City:

State:

Zip:

Please sign below as an indication that you understand and accept the terms of the Quick Pay agreement

INITIAL HERE

Please sign to indicate that you understand the pay program as outlined above:

CARRER COMPANY/OPERATOR

Authorized Signature – Printed

Authorized Signature

Title

Date

CARRIER ELECTRONIC PAYMENT ENROLLMENT FORM

Complete this form and fax to Accounts Payable: (888) 777-8547

With any questions or inquiries: Phone: (877) 97-CARGO (972-2746)

Note: Must be legible for ELECTRONIC PAYMENT

For customers with multiple payment addresses:

Complete a separate signed enrollment form for each address to ensure proper remittance of your payments.

Your Company Name

Name:

Address:

City:

State:

Zip:

Financial Person to Contact:

Telephone:

Email:

Your Financial Institution

If depositing to a savings account, ask your bank to give you the Routing/Transit Number for your account. It is not always the same as the number on a savings deposit slip. This will help ensure that you are paid correctly.

Below is a sample check, detailing where the information necessary to complete this form can be found.

The diagram shows a sample check with the following details:

- Memo:** _____
- Routing/Transit #:** 0123456781 (indicated by a callout box stating: "Routing/Transit # (A 9-digit number always between these two marks)")
- Checking Account #:** 1234567890 (indicated by a callout box)
- Check #:** 0101 (indicated by a callout box stating: "Check # (this number matches the number in the upper right corner of the check – not needed for sign-up)")

INITIAL HERE

Name:			
Branch Name:			
City:		State:	
		Zip:	
Person to Contact:			
Telephone:			
Bank Transit Routing:			
Account #			
Name on the Account:			
Type of Account	Checking	Savings	Other

IMPORTANT! Please read and sign before completing and submitting.

I hereby authorize NEWCOMB to deposit any amounts owed me, as instructed by my employer, by initiating credit entries to my account at the financial institution (hereinafter "Bank") indicated on this form. Further, I authorize Bank to accept and to credit any credit entries indicated by NEWCOMB to my account. In the even that NEWCOMB deposits funds erroneously into my account, I authorize NEWCOMB to debit my account for an amount not to exceed the original amount of the erroneous credit.

This authorization is to remain in full force and effect until NEWCOMB and Bank have received written notice from me of its termination in such time and in such manner as to afford NEWCOMB and Bank reasonable opportunity to act on it.

CARREIR COMPANY/OPERATOR

Authorized Signature – Printed	Authorized Signature
Title	Date

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TERMS & CONDITIONS FOR ELECTRONIC PAYMENT

Your company agrees to accept payment by Newcomb Transportation & Logistics through electronic funds transfer and that we can rely exclusively on the information supplied on the enrollment form. This applies to and amends all previous electronic funds transfer agreements with Newcomb Transportation & Logistics by incorporating the following terms and conditions.

Newcomb Transportation & Logistics will initiate payment to you based on the following:

1. The electronic funds transfer will be made to the financial institution and account number on the Enrollment Form.
2. Any change in the information initially provided must be communicated to Newcomb Transportation & Logistics by an authorized representative of your Company in writing in time to allow for Newcomb Transportation & Logistics to respond to the change. Newcomb Transportation & Logistics will be considered harmless for any loss which may arise solely by reason of error, mistake or fraud regarding this information.
3. Payment is initiated within the normal terms of our commercial agreement with you. Our EFT terms and conditions neither enlarge nor diminish the respective rights and obligations of us within any applicable commercial agreement. The payment due date is not affected. Newcomb Transportation & Logistics will consider payment made when your financial institution has received or has control of the payment transaction. This settlement date generally occurs within three (3) banking days following the initiation by Newcomb Transportation & Logistics.
4. If Newcomb Transportation & Logistics initiates payment on a non-banking day at Newcomb Transportation & Logistics originating, the funds transfer will occur on the following banking day. In all cases, Banking Day is defined as the day on which both trading partner's banks will be available to transmit and receive these funds transfers.
5. Newcomb Transportation & Logistics will adhere to all NACHA rules regarding payments that are found to be duplicated, in excess of requirements, fraudulent or in error.
6. Newcomb Transportation & Logistics is responsible for making all payments within this Agreement. Newcomb Transportation & Logistics is responsible up to the point where your financial institution receives or has control of the transaction. Any loss of data at that point will be borne by the receiving company unless the loss is solely due to negligence by Newcomb Transportation & Logistics or its originating bank.
7. Newcomb Transportation & Logistics should be notified immediately if payment is not received as described in Item 3 (above). Newcomb Transportation & Logistics shall have a reasonable time (not to exceed ten business days) to make said payment.
8. Electronic Funds Transfers can be terminated by either party providing that notification is in writing, and both parties agree on the termination date. Otherwise, Newcomb Transportation & Logistics will continue to make electronic payments to your Company as specified.

Written notice will be sent to the address provided on the Enrollment form.

CARRIER COMPANY/OPERATOR

Authorized Signature – Printed

Authorized Signature

Title

Date

INITIAL HERE

CARRIIR TERMS & CONDITIONS

1. APPLICABILITY

These Terms & Conditions and agreed upon pricing documents apply to all transportation services (the "Services") provided by CARRIER to Newcomb Transportation & Logistics (hereafter "BROKER") and its Shippers. These Terms & Conditions shall constitute the entire agreement between the parties and no other tariff provisions shall apply to the Services provided by CARRIER to BROKER under these Terms & Conditions. Performance of any work by CARRIER for BROKER shall constitute acceptance by CARRIER of these Terms & Conditions. BROKER objects to any terms proposed in CARRIER's acknowledgment or other form of acceptance of BROKER's offer to perform services which add to, vary from, or conflict with these Terms & Conditions. Any such terms proposed by CARRIER shall be void and these Terms & Conditions shall constitute the complete and exclusive statement of the terms and conditions between CARRIER and BROKER. These Terms & Conditions may be modified only by a written instrument executed by authorized representatives of both parties.

2. PAYMENT FOR SERVICES

- A. BROKER shall pay CARRIER for the Services provided by CARRIER under these Terms & Conditions at the rates and charges as agreed between the parties.
- B. CARRIER shall invoice by the load. BROKER requires submittal of a bill of lading and/or proof of delivery with invoice as a condition of payment. Payment of invoices shall be made by BROKER within thirty (30) days of their receipt from CARRIER.
- C. Except as may be later disclosed in a records review or audit, each party shall have one year from the date of shipment to file a claim with the other party for overcharges or undercharges relating to such shipment.
- D. Except as otherwise provided in these Terms & Conditions, each party must bring a civil action to recover damages or amounts claimed under these Terms & Conditions within two (2) years from the date of shipment. Any matters not filed within the above limitations period shall be barred.
- E. Except as otherwise provided in these Terms & Conditions, all lawsuits concerning disputed invoices, shall be commenced in the Superior Court of New Jersey, Camden County.
- F. In the event that CARRIER accepts and provides Services to BROKER before reaching an agreement with BROKER on pricing, BROKER agrees to pay CARRIER the last pricing quoted by BROKER to CARRIER for that load or, in the event that no pricing has been provided by BROKER, BROKER agrees to pay for CARRIER's Services based on BROKER's standard pricing model.

3. CARRIER'S OBLIGATIONS

A. General.

- (1) Compliance with Laws, Rules and Regulations. CARRIER shall have authority from the FMCSA as a common carrier to transport general commodities in interstate commerce. CARRIER shall comply with all applicable provisions of the Interstate Commerce Act, related laws, rules and regulations of the FMCSA, and all applicable state and local laws, rules and regulations to the extent they govern CARRIER's operations.
- (2) Prompt Service. CARRIER shall promptly and efficiently receive, transport with reasonable dispatch and deliver safely the goods entrusted to it hereunder, whether received from SHIPPER or SHIPPER's agents.
- (3) Delay; Accidents. CARRIER shall notify BROKER of any accidents, spills, theft, hijacking or other events which impair the safe and prompt delivery of CARRIER's goods in its control.
- (4) On Hand Freight. CARRIER shall notify BROKER of any refused freight at SHIPPER and/or third party locations and request additional instructions regarding delivery or storage of the refused goods. Such notice by CARRIER shall be given as soon as reasonably practical.

B. Receipts, Bills of Lading and Load Sheets

- (1) Bill of Lading, Receipt or Load Sheet. Each shipment received by CARRIER shall be evidenced by a bill of lading, SHIPPER's load sheet or receipt in a form agreed to by the parties, signed by SHIPPER and CARRIER,

showing the kind, quantity and condition of commodities received by CARRIER. Such bill of lading, load sheet or receipt shall be evidence of receipt of such commodities by CARRIER in apparent good order and condition or as may be otherwise noted on the face of such receipt.

- (2) Delivery Receipt. Except as otherwise provided in an Exhibit, CARRIER shall obtain an acknowledgement of delivery for all shipments by notation on the bill of lading or a delivery receipt, signed and dated by the consignee.
- (3) Period of Carrier Responsibility for Freight Tendered. CARRIER's duties and responsibilities under these Terms & Conditions shall commence when SHIPPER tenders possession and control of SHIPPER's property to CARRIER, and shall end when CARRIER arrives at the intended shipment destination when CARRIER is not unloading or, as applicable, completes the unloading of CARRIER's trailer at the intended shipment destination.
- (4) Conflict between These Terms & Conditions and Bills of Lading. The parties agree that the bill of lading, load sheet or other form of receipt shall be used solely as a receipt for shipment and to identify the kind and quantity of goods, place of pickup and delivery, shipper and consignee and other information as required by SHIPPER. The terms and conditions stated herein shall govern the rights and obligations of the parties hereto.

C. Insurance Requirements.

Carrier warrants that it presently maintains policies of insurance as follows:

- (i) cargo insurance with minimum limits of liability of \$100,000 per occurrence;
- (ii) automobile liability insurance with minimum limits of liability of \$1,000,000 combined single limit for bodily injury and property damage;
- (iii) comprehensive general liability with contractual liability insurance with minimum limits of liability of \$1,000,000 per occurrence;
- (iv) worker's compensation insurance with minimum limits as may be required by statute; and
- (v) any other insurance required by the Department of Transportation or any other federal, state or local regulatory agency. CARRIER's insurance shall be primary for all liabilities assumed by CARRIER under these Terms & Conditions.

D. Additional Carrier Covenants.

- (1) CARRIER shall at all times hold a safety rating of "Satisfactory" issued by the United States Department of Transportation's Federal Motor Carrier Safety Administration ("FMCSA") or predecessor administration to FMCSA.
- (2) CARRIER shall utilize only drivers who have been properly trained in the requirements imposed by the Federal Motor Carrier Safety Regulations ("FMCSR") set forth at 49 C.F.R. Parts 390-397.
- (3) CARRIER will not engage in any trade, practice or other activity which is harmful to the goodwill of BROKER or BROKER's Shippers, or which reflects unfavorably on the reputation of BROKER or BROKER's Shippers, or which constitutes deceptive or unfair competition, consumer fraud or misrepresentation.

4. NO DOUBLE BROKERING

- (1) Under no circumstances shall CARRIER broker any load tendered to it by BROKER and/or SHIPPER to any other motor carrier, or broker, without the express, written consent of BROKER.
- (2) In the event CARRIER violates this section, BROKER may pay the motor carrier directly, and CARRIER shall forfeit any right it may have to payment on that particular load. Additionally, CARRIER shall assume the liabilities of the motor carrier as if CARRIER had moved the load with their own equipment under these Terms & Conditions.

5. MILEAGE

Where rates are based on mileage, mileages will be determined through the use of the most current version of PC Miler Practical Miles (Zip Code to Zip Code, with the 53-foot option turned on) at the time the load is tendered.

6. LIABILITY FOR LOSS, DAMAGE OR DELAY

- A. Carrier Liability. CARRIER shall be liable to SHIPPER for all loss and damage to SHIPPER's goods occurring while such goods are in the possession and control of CARRIER. Liability, if any, for such losses and damages to SHIPPER shall be borne solely by CARRIER; BROKER shall have no such liability.
- B. Claims; Processing. Claims shall be processed and disposed of by CARRIER in a reasonably timely fashion. In the event a claim is denied, CARRIER shall state a lawful reason for declining to accept responsibility for the claim, and shall be stated by the CARRIER, not its insurer

7. INDEMNITY CARRIER

Shall indemnify and defend BROKER, BROKER's Shippers, their affiliated and associated companies, and their respective agents, officers, directors, and employees from and against any liability, loss, cost, claims, and expenses, including attorneys' fees and costs of defense, arising out of the negligent and intentional acts and omissions of CARRIER, its third-party contractors, agents or employees.

8. NONEXCLUSIVE TERMS & CONDITIONS

It is understood and agreed between the parties hereto that BROKER shall be free to tender freight for transportation to carriers other than CARRIER and that CARRIER shall be free to accept freight for transportation from brokers other than BROKER.

9. INDEPENDENT CONTRACTOR CARRIER

Shall perform the services hereunder as an independent contractor and shall have exclusive control and direction of all persons operating equipment or otherwise engaged in providing transportation services. CARRIER assumes full responsibility for the acts and omissions of such persons and, when applicable, shall have exclusive liability for the payment of local, state and federal payroll taxes or contributions or taxes for unemployment insurance, workers' compensation, old age pensions or other social security and related protection, and agrees to comply with all applicable rules and regulations pertaining thereto. Driving directions and other incidental shipment details provided to CARRIER employees by BROKER are for informational purposes only

10. GOVERNING LAW

To the extent not governed by the Interstate Commerce Act or other applicable federal statutes, the laws of the State of California shall govern the validity, construction and performance of these Terms & Conditions. All controversies, claims, actions, suits or proceedings arising hereunder shall be brought in the Superior Court of California, Riverside County.

11. FORCE MAJEURE

- A. Neither party hereto shall be liable to the other for default in the performance of any of the terms and provisions of these Terms & Conditions if caused by riot, war, Act of God, governmental order or regulation, or other similar contingency beyond the reasonable control of the respective parties.
- B. The party claiming force majeure shall notify the other party within twenty-four (24) hours of when it learns of the existence of such a condition and shall similarly notify the other within a period of two (2) working days after the condition is remedied. However, if such condition of force majeure is not remedied within 20 days, the unaffected party shall have the right to terminate any obligations created by these Terms & Conditions upon notice to the other party.

12. SEVERABILITY AND WAIVER

If any phrase, clause, sentence, or other provision contained in these Terms & Conditions violates any applicable statute, ordinance, rule or law, such phrase, clause, sentence or provision shall be ineffective to the extent of such violations without invalidating any other provision of these Terms & Conditions. The waiver by either party of any breach or default hereunder, or the failure of either party to enforce any of the terms and conditions herein, shall not affect, limit or waive the right of either party thereafter to enforce and compel strict compliance with these Terms & Conditions.

13. ENTIRE AGREEMENT/AMENDMENTS

These Terms & Conditions represents the entire understanding of the parties with respect to the subject matter herein and cannot be amended except in writing signed by both parties. All prior discussions, understandings, negotiations and Agreements regarding the subject matter herein, are merged herein.

14. LIMITATION OF LIABILITY

Except as otherwise expressly provided in these Terms & Conditions, in no event will either party be liable to the other for any lost revenues, lost profits, incidental, indirect, consequential, special or punitive damages.

I have read and agree to the "Carrier Terms and Conditions" with Newcomb Transportation & Logistics

CARREIR COMPANY/OPERATOR

Authorized Signature – Printed

Authorized Signature

Title

Date

CREDIT/CARRIER REFERENCES

CARRIER REFERENCES

J & C Specialized - MC: 787003
Contact: Jimmie Waites
Phone: (714) 240-5759

North Eagle Transport
MC: 472059
Contact: Edward Balika
Phone: (253) 220-8568

Rupp's Truck & Trailer Repair, INC. MC: 747203
Contact: Amber & Roman Rupp
Phone: (719) 688-3009

Eduardo a Portillo DBA. EAP Transportation MC:
787464
Contact: Eduardo Portilla
Phone: (925) 457-7529

Senko USA INC. DBA. Senco Freight Lines MC: 710289
Contact: Steve Hawkins
Phone: (205) 559-1450

Jack Robertson D.B.A. JR. Transport – MC: 662482
Contact: Debbie
Phone: (510) 732-9900

Valorie Rounsaville Trucking, INC. - MC: 568835
Contact: Valorie
Phone: (501) 767-0580

Dynamo Transport
MC: 756257
Contract: Vadim
Phone: (406) 546-2706

CREDIT REFERENCES

Trans Credit, Inc
Contact: Stacie Cholerton
Phone: (800) 215-8448 Ext. 2303
www.transcredit.com

Ansonia Credit Data
Contact: Support
Phone: (855) 918-7440
www.ansoniacreditdata.com

Cortera
Contact: Yvonne Landrieux
Phone: (561) 226-9063
www.cortera.com

FACTORING SERVICE REFERENCES

Transwest Capital (Factors)
Phone: (559) 741-1301

CST Financial Services, LLC (Factors)
Phone: (801) 566-2028

Crestmark Bank (Factors)
Phone: (866) 429-8070

RTS Financial Service, Inc
Phone: (800) 860-7926

Steelhead Finance (Factors)
Phone: (800) 727-3377



U.S. Department of Transportation
Federal Motor Carrier Safety Administration

1200 New Jersey Ave., S.E.
Washington, DC 20590

SERVICE DATE
June 29, 2012

LICENSE
MC-789961-B
U.S. DOT No. 2319269
YOUBULK, INC
D/B/A NEWCOMB TRANSPORTATION & LOGISTICS
CORONA, CA

This License is evidence of the applicant's authority to engage in operations, in interstate or foreign commerce, as a broker, arranging for transportation of freight (except household goods) by motor vehicle.

This authority will be effective as long as the broker maintains insurance coverage for the protection of the public (49 CFR 387) and the designation of agents upon whom process may be served (49 CFR 366). The applicant shall also render reasonably continuous and adequate service to the public. Failure to maintain compliance will constitute sufficient grounds for revocation of this authority.

A handwritten signature in black ink, reading "Jeffrey L. Secrist".

Jeffrey L. Secrist, Chief
Information Technology Operations Division

BPO



U.S. DEPARTMENT
OF TRANSPORTATION

A Federal Agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a current valid OMB Control Number. The OMB Control Number for this information collection is 2126-0017. Public reporting for this collection of information is estimated to be approximately 10 minutes per response, including the time for reviewing instructions, gathering the data needed, and completing and reviewing the collection of information. All responses to this collection of information are mandatory. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Motor Carrier Safety Administration, MC-RRA, Washington, D.C. 20590.

Form BMC-85

Approved by OMB
2126-0017
Expires: 01/31/2014

FMCSA FILER

ACCOUNT NO. 26027

License No.
MC- 789961

PROPERTY BROKER'S OR HOUSEHOLD GOODS BROKER'S TRUST FUND AGREEMENT UNDER 49 U.S.C.
13906

OR NOTICE OF CANCELLATION OF THE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, That we YOUBULK, INC.

(Broker)

Of 420 N MCKINLEY STREET, SUITE #111 CORONA CA 92879
(Street) (City) (State) (Zip code)

as TRUSTOR (hereinafter called Trustor), and TRANSPORT FINANCIAL SERVICES, LLC,
(Name of Trustee)

a financial institution created and existing under the laws of FLORIDA
(State or District of Columbia)

as TRUSTEE (hereinafter called Trustee) hold and firmly bind ourselves and our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Trustor is or intends to become either a Property Broker or a Household Goods Broker pursuant to the provisions of the Title 49 U.S.C. 13904, and the rules and regulations of the Federal Motor Carrier Safety Administration (FMCSA) relating to insurance or other security for the protection of motor carriers and shippers, and has elected to file with the Federal Motor Carrier Safety Administration such a Trust Fund Agreement as will ensure financial responsibility and the supplying of transportation subject to the ICC Termination Act of 1995 in accordance with contracts, agreements, or arrangements therefor, and

WHEREAS, this Trust Fund Agreement is written to assure compliance by the Trustor as either a licensed Property Broker or a licensed Household Goods Broker of Transportation by motor vehicle with 49 U.S.C 13906(b), and the rules and regulations of the Federal Motor Carrier Safety Administration, relating to insurance or other security for the protection of motor carriers or shippers, and shall inure to the benefit of any and all motor carriers or shippers to whom the Trustor may be legally liable for any of the damages herein described.

NOW, THEREFORE, the trustor and trustee, to accomplish the above, agree as follows:

1. Trustee agrees that payments made pursuant to the security provided herein to shippers and motor carriers pursuant to this Agreement will be made exclusively and directly to shippers or motor carriers that are parties to contracts, agreements or arrangements with Trustor.
2. Trustee agrees that the protection afforded to shippers and motor carriers hereby will continue until any and all claims made by shippers or motor carriers for which Trustor may be legally liable have been settled or until the funds deposited by Trustor pursuant to this Agreement have been exhausted, whichever comes first.
3. The parties hereto acknowledge and certify that said Trustee shall exclusively manage the security and trust fund, as herein set forth, and shall have legal title to the security and trust fund, pursuant to the terms and conditions as set forth in this agreement. Further, the parties hereto, and the said Trustee, as evidenced by their signatures to this agreement, acknowledge and certify that (a) said Trustee, neither has nor expects to have any interest, financial, proprietary, or otherwise, whatsoever, in Trustor; and (b) said Trustor, neither has nor expects to have any interest, financial, proprietary, or otherwise, whatsoever, in Trustee.
4. Trustee acknowledges the receipt of the sum of Ten Thousand Dollars (\$10,000.00) for a Property Broker or Twenty Five Thousand Dollars (\$25,000.00) for a Household Goods broker, to be held in trust under the terms and conditions set forth herein.
5. Trustee may, within its sole discretion, invest the funds comprising the corpus of this trust fund consistent with its fiduciary obligation under applicable law.
6. Trustee shall pay, up to a limit of Ten Thousand Dollars (\$10,000.00) for a Property Broker or Twenty Five Thousand Dollars (\$25,000.00) for a Household Goods Broker, directly to a shipper or motor carrier any sum or sums which Trustee, in good faith, determines that the Trustor has failed to pay and would be held legally liable by reason of Trustor's failure to perform faithfully its contracts, agreements, or arrangements for transportation by

authorized motor carriers, made by Trust or while this agreement is in effect, regardless of the financial responsibility or lack thereof, or the solvency or bankruptcy, of Trustor.

7. In the event that the trust fund is drawn upon and the corpus of the trust fund is a sum less than Ten Thousand Dollars (\$10,000.00) for Property Brokers or less than Twenty Five Thousand Dollars (\$25,000.00) for Household Goods Brokers, Trustor shall, within thirty (30) days, replenish the trust fund up to Ten Thousand Dollars (\$10,000.00) for Property Brokers or Twenty Five Thousand Dollars (\$25,000.00) for Household Goods Brokers by paying to the Trustee a sum equal to the difference between the existing corpus of the trust fund and Ten Thousand Dollars (\$10,000.00) for Property Brokers or Twenty Five Thousand Dollars (\$25,000.00) for Household Goods Brokers.

8. Trustee shall immediately give written notice to the FMCSA of all lawsuits filed, judgments rendered, and payments made under this trust agreement and of any failure by Trustor to replenish the trust fund as required herein.

9. This agreement may be canceled at any time upon thirty (30) days written notice by the Trustee or Trustor to the FMCSA on the form printed at the bottom of this agreement. The thirty (30) day notice period shall commence upon actual receipt of a copy of the trust fund agreement with the completed notice of cancellation at the FMCSA's Washington, DC office. The Trustee and/or Trustor specifically agrees to file such written notice of cancellation.

10. All sums due the Trustee as a result, directly or indirectly, of the administration of the trust fund under this agreement shall be billed directly to Trustor and in no event shall said sums be paid from the corpus of the trust fund herein established.

11. Trustee shall maintain a record of all financial transactions concerning the Fund, which will be available to Trustor upon request and reasonable notice and to the FMCSA upon request.

12. This agreement shall be governed by the laws in the State of FLORIDA, to the extent not inconsistent with the rules and regulations of the FMCSA.

This trust fund agreement is effective the 21ST day of JUNE, 2012, 12:01 a.m., standard time at the address of the Trustor as stated herein and shall continue in force until terminated as herein provided.

Trustee shall not be liable for payments of any of the damages hereinbefore described which arise as the result of any contracts, agreements, undertakings, or arrangements made by the Trustor for the supplying of transportation after the cancellation of this Agreement, as herein provided, but such cancellation shall not affect the liability of the Trustee for the payment of any such damages arising as the result of contracts, agreements, or arrangements made by the Trustor for the supplying of transportation prior to the date such cancellation becomes effective.

IN WITNESS WHEREOF, the said Trustor and Trustee have executed this instrument on the 21ST day of JUNE, 2012.

TRUSTOR

Company Name YOUBULK, INC.

Address 420 N MCKINLEY STREET, SUITE #111

CORONA, CA 92879

Telephone No. 318-639-2662

ALEXANDER NEWCOMB

(Print Name)

(Signature and Title)

Witness _____

TRUSTEE

Name of Institution TRANSPORT FINANCIAL SERVICES,

Address 1517 WEST GARDEN STREET

PENSACOLA, FL 32502

Telephone No. 877-249-8578

THOMAS GUTHRIE, TRUST ADMINISTRATOR

(Print Name)

(Signature and Title)

Witness _____



Only financial institutions as defined under 49 CFR 387.307(c) may qualify to act as Trustee. Trustee, by the above signature, certifies that it is a financial institution and has legal authority to assume the obligations of Trustee and the financial ability to discharge them.

NOTICE OF CANCELLATION

THIS IS TO ADVISE THAT THE ABOVE BROKER TRUST FUND AGREEMENT EXECUTED ON THE _____ DAY OF _____ IS HEREBY CANCELED AS SECURITY IN COMPLIANCE WITH THE FMCSA SECURITY REQUIREMENTS UNDER 49 U.S.C. 13906(B) AND 49 CFR 387.307, EFFECTIVE AS OF THE _____ DAY OF _____ 12:01 A.M. STANDARD TIME AT THE ADDRESS OF THE TRUSTOR, PROVIDED SUCH DATE IS NOT LESS THAN THIRTY (30) DAYS AFTER THE ACTUAL RECEIPT OF THIS NOTICE BY THE FMCSA.

DATE SIGNED

SIGNATURE OF AUTHORIZED REPRESENTATIVE OF TRUSTEE OR TRUSTOR