

AAA LOGISTICS

Dear Valued Transportation Provider,

We would like to welcome you to working with AAA Logistics.

Have your insurance company add AAA Logistics as a certificate holder on your policy, and fax over cargo and liability documents with the following amounts:

Automobile Liability Insurance covering injuries, accidental death and property damage in the amount of

\$1,000,000 per occurrence

Cargo Insurance in the amount of \$100,000.00 per occurrence

Certificate Holder should be listed as follows:

AAA logistics

14302 LYNDON ST

GARDEN GROVE, CA 92843

Fill out and fax back W-9 tax form including your tax ID #.

Fax a copy of your Contract Carrier Authority.

All original documents including the invoice, rate confirmation, proof of delivery, and any additional receipts (lumper fees) need to be mailed to:

AAA logistics

14302 LYNDON ST

GARDEN GROVE, CA 92843

This packet must be Completed and Signed by an Authorized Company Representative or Officer.

*******Please fax this packet to 866-519-9497**

Please Complete FULLY and Return Via Fax to 866-519-9497

CARRIER PROFILE

MC# _____ DOT# _____

Carrier name: _____

Physical Address: _____

City / State / Zip: _____

Contact Name: _____ Phone # Toll Free: _____

Phone # Local: _____ After Hours Phone #: _____

Fax #: _____ Document Fax #: _____ (used to fax POD requests, etc.)

Dispatcher(s) _____

Remit to or Factoring Company _____

and/or P.O. Box _____

City / State / Zip: _____

Contact Name: _____ Remit to Phone # Toll Free: _____

Local Phone #: _____ Billing Fax: _____

Federal Identification or EIN# _____ SCAC: _____

Max net cargo weight: _____ lbs.

Does your company accept Comchecks?	Yes	No
Is AAA authorized to fuel advance drivers??	Yes	No
Is AAA authorized to lumper advance drivers??	Yes	No

BROKER CARRIER AGREEMENT

THIS MOTOR CARRIER TRANSPORTATION AGREEMENT ("Agreement") is made on _____, 20__

between _____ ("CARRIER") MC _____,

and AAA DEDICATED LOGISTIC INC., ("BROKER") MC-694872. BROKER is licensed as a property broker by the Federal Motor Carrier Safety Administration ("FMCSA") and as a licensed property broker arranges transportation under its contracts with its customers (each a "Customer"); and

BROKER desires to engage CARRIER as an independent contractor to provide transportation according to this Agreement's terms and conditions, and CARRIER desires to provide such transportation.

THEREFORE, IN CONSIDERATION of the mutual promises and covenants herein contained, the receipt and sufficiency of which a consideration are hereby acknowledged, BROKER and CARRIER agree as follows:

Term; Termination. The term of this Agreement shall be one (1) year, commencing on the Effective Date. This Agreement shall automatically renew itself for consecutive one (1) year terms. This Agreement can be terminated at any time by either of the Parties with thirty (30) days prior written or electronic notice to the other Party, with or without cause; *provided, however*, that Broker shall have the right to immediately terminate this Agreement upon Carrier's breach of any representation, warranty or covenant, Carrier's deficient performance, or upon Carrier's negligence, fraud or willful misconduct.

Broker's Obligations. Broker agrees to arrange for the transportation of Freight with Carrier. Broker warrants that Broker is licensed to arrange for the transportation of Freight, but that it does not transport Freight. Broker will maintain such authority as required by all applicable federal and state laws and regulations throughout the course of this Agreement. The Parties agree that Broker's responsibilities under this Agreement are limited to arranging for the transportation of Freight with Carrier, and not actually performing the transportation services, possessing the freight, or controlling the means or methods of the transportation.

Compliance with Laws; Responsibility for Representatives. CARRIER represents and warrants that at all times during this Agreement it (a) shall provide its services in accordance with all federal, state, provincial, territorial, and local laws, regulations, rules and ordinances (collectively, "Applicable Law"), including but not limited to Applicable Law related to transportation and storage of food or pharmaceutical grade products, hazardous materials or dangerous goods, child labor, freedom of association, collective bargaining, nondiscrimination, work hours and overtime, health and safety, protection of the environment, emissions restrictions, and anti-corruption and anti-bribery; (b) will be duly and legally qualified and registered under Applicable Law to perform the services; (c) will provide the transportation services contemplated herein as a contract motor carrier in interstate, intrastate, provincial and/or foreign commerce, (d) does not have a conditional, unsatisfactory or unfit safety rating issued by any regulatory authority with jurisdiction over CARRIER's operations, including the FMCSA; and (e) will be solely responsible for providing all CARRIER Representatives necessary to perform the requested transportation. "CARRIER Representatives" include but are not limited to drivers, dispatchers, lumpers, mechanics, other direct employees, independent owner operators, contractors, agents and other individuals or entities engaged, employed or contracted by Carrier in connection with its performance of transportation and related services.

Payment; Rates. Broker shall pay Carrier for services rendered in an amount equal to the rates and charges (collectively, "Rate") as agreed to in rate confirmations (each, a "Rate Confirmation") generated by Broker, signed by Carrier, and returned to Broker. Broker shall issue a Rate Confirmation for each load of Freight that Carrier transports. The terms of the Parties' Rate Confirmations are incorporated herein; *provided, however*, that in event of a conflict between the terms of the Rate Confirmation and this Agreement, the terms of this Agreement shall prevail. In the absence of the Carrier's signature on the Rate Confirmation, the Carrier's arrival at origin and loading of the Freight at pick-up shall be deemed Carrier's complete acceptance of the terms, conditions, and freight charges stated in the Rate Confirmation. As a condition precedent to payment, Carrier must submit to Broker a proof of delivery and copy of the applicable bill of lading with Carrier's invoice(s). Carrier authorizes Broker to invoice all Shippers and other responsible parties on Carrier's behalf. Carrier acknowledges and agrees that any and all transportation services provided by Carrier to Brokers.

Responsibility for Delayed Shipments. If CARRIER is unable to timely deliver a shipment, BROKER will have the right, but not the obligation, to provide alternative transportation to the late shipment or any required shipment of replacement goods, all at CARRIER's expense unless the delay was caused by force majeure conditions. CARRIER shall cooperate fully in the transfer of the shipment to a substitute carrier, but such transfer shall not release CARRIER's liability for such shipment as set forth herein. CARRIER will be responsible for any penalties or charges imposed by a Customer due to CARRIER's late pick-up or delivery or CARRIER's failure to meet the average on-time standard if BROKER has notified CARRIER of the Customer's penalties or charges for such events.

Rejected Shipments. If the consignee rejects a shipment that CARRIER has attempted to deliver, CARRIER shall immediately notify BROKER, and BROKER shall provide CARRIER with instructions respecting the disposition of such shipment. Unless specifically instructed by BROKER, CARRIER shall not place such shipment in a warehouse or storage facility nor dispose of or salvage the shipment. If CARRIER places such shipment into a warehouse or other storage contrary to, or in the absence of, BROKER's express instructions, CARRIER's liability shall continue to be that of a motor carrier and not that of a warehouseman.

Return of Damaged Shipments. CARRIER shall return all damaged shipments to the point of origin or to other points as instructed by BROKER for the purpose of inspection and mitigation of damages. CARRIER will bear the cost of the return where CARRIER is liable for the damage under the terms of this Agreement. Where the cost of transportation to such other points is materially higher than the return of shipments to the point of origin, BROKER and CARRIER may mutually agree on a reasonable charge for such transportation.

Driving Directions. Any driving directions provided by BROKER on any load tender are for informational purposes only and shall not be relied upon by CARRIER, provided however that CARRIER may be required to comply with Customer-specific routing restrictions to protect freight from damage, in which case CARRIER shall comply with such Customer-specific routing restrictions.

Temperature Control Shipments. Where CARRIER accepts the tender of a shipment specifying temperature control, CARRIER shall be solely responsible for (a) assuring that it has appropriate directions (e.g., the appropriate temperature setting) prior to departure, (b) complying with the instructions regarding such temperature controlled shipments and (c) ensuring that the refrigeration units are fueled at all times.

No Claims Against Customers. CARRIER acknowledges and agrees that CARRIER shall have no right or claim against BROKER's Customer, a consignor, consignee, or any other party other than the specific BROKER entity identified on the applicable load tender or within the BROKER system for freight charges or for any other charges due CARRIER for services provided hereunder. CARRIER shall not under any circumstances seek payment from any person other than such BROKER entity nor contact BROKER's Customer, consignor, or consignee of the cargo for any reason without BROKER's express prior written consent, which may be withheld in BROKER's sole discretion. CARRIER hereby designates BROKER as its agent for the sole and exclusive purpose of invoicing the responsible parties for any and all of CARRIER's freight or other charges. As used herein, "BROKER system" refers to the web-based or other electronic system used by XNLM, XIS or Stacktrain from time to time for dispatching, paying and otherwise interfacing with carriers.

Freight Charges. All freight charges, including accessorial services and fuel surcharges, shall be as set forth either (a) on the specific load tender, (b) by the finalized cost in the BROKER system, or (c) as otherwise specifically agreed to in writing by BROKER and CARRIER by entering into an Appendix B to this Agreement. One or more Appendix Bs may be added to this Agreement or modified by the parties from time to time, in either case upon mutual agreement of the parties. Such additions or modifications may be applicable to all services or to specific BROKER Customers. Freight charges set forth on specific load tender or in the BROKER system or in Appendix B shall constitute the total compensation for everything furnished or performed by CARRIER in connection with this Agreement, including accessorial services and fuel surcharges. Unless CARRIER makes written email or fax objections to the terms of a load tender or amount in the BROKER system before the earlier of CARRIER's acceptance of cargo covered by the load tender, or the expiration of twenty-four (24) hours after CARRIER's receipt of the load tender, CARRIER will be deemed to have agreed to such terms.

Procedures for Accessorial Charges. BROKER shall be notified of all additional/accessorial charges in excess of and/or in addition to the agreed rate within twenty-four (24) hours of delivery in order for CARRIER to be paid. Unless the load is handled through a BROKER system, BROKER shall confirm all accepted changes related to such excess or additional accessorial charges with a replacement load tender. Unless otherwise agreed by the parties in writing, failure by CARRIER to provide notification within twenty-four (24) hours and supporting documentation within forty eight (48) hours may result in the failure of BROKER to collect for such charges from its Customer; therefore, payment of any such accessorial charges or additional charges not timely submitted to CARRIER shall be subject to the sole discretion of BROKER, and in any event, BROKER will only remit payment of such fees or charges if paid by the Customer. Where CARRIER performs services under this Agreement for XNLM and is tendered freight through the XNLM system, the rate in the XNLM system including the accessorial charges will be the final rate paid.

Prompt Invoicing Required; Waiver of Late Invoices. CARRIER will promptly invoice, in accordance with BROKER's specific invoicing instructions, the specific BROKER entity identified on the applicable load tender for all applicable freight and accessorial charges, and in all cases within sixty (60) days of such charges being incurred, or of the date of the delivery of the applicable shipment, whichever is earlier. Any invoices presented after such sixty (60) day period will not be accepted or paid, and CARRIER will be deemed to have waived its right to payment for the shipments detailed on such invoices.

Insurance Policies. CARRIER shall procure and maintain in force, at its own expense, throughout the term of this Agreement, all health, workers' compensation, cargo and liability insurance to at least the minimum limits required by Applicable Law and industry standards in locations where CARRIER provides transportation services. CARRIER additionally agrees to maintain the following insurance coverage: (a) Commercial General Liability insurance in an amount of \$1,000,000 USD per occurrence (or the Canadian equivalent); (b) Automobile Liability Insurance in amounts not less than \$1,000,000 USD (or the Canadian equivalent) per accident or in accordance with the requirements of 49 C.F.R. Part 387 (whichever requirement is greater), such insurance shall include MCS-90 endorsement and broadened pollution liability coverage endorsement; (c) Broad Form Cargo Liability Insurance in an amount not less than \$250,000 USD per occurrence if CARRIER performs any transportation of intermodal containers having a prior or subsequent move via water or rail, and \$100,000 USD per occurrence (or the Canadian equivalent) for all other carriers to compensate the parties named on the BOL for loss or damage to property transported by CARRIER; provided further, that where CARRIER is providing or using equipment designed for temperature controlled services, such insurance shall contain an endorsement insuring against the mechanical breakdown of such refrigerated, heated, or other temperature controlled equipment, and against driver error, including lack of funds; such insurance shall include no exclusions likely to result in denial of coverage for shipments handled under this Agreement, including, but not limited to, exclusions for electronics, foodstuffs, perishable commodities, reefer malfunction, lack of reefer fuel, or failure to set or maintain the appropriate temperature; (d) Employer's Liability coverage with limits of not less than \$500,000 USD (or the Canadian equivalent); (e) Workers' Compensation insurance coverage in accordance with statutory limits; and (f) If CARRIER is transporting intermodal containers and/or chassis, all risk insurance covering property damage to interchanged or leased containers, chassis and trailers in an amount not less than \$20,000 USD per intermodal container and chassis or trailer and \$40,000 USD for temperature controlled equipment.

Rejection of Shipments. Federal law prohibits sale of food, pharmaceutical, cosmetic or other products when the product may have been contaminated, rendered injurious to health or tampered with. Thus, CARRIER further agrees to the following provisions with respect to liability and damages to shipments covered by this Agreement: (a) With respect to shipments sealed or required to be sealed at origin, where the underlying shipment documentation contains a clear seal record at origin, and regardless of whether the shipment bears a "Shipper Load and Count," "SLC," or similar designation:

1. If any such shipment arrives at destination with a broken seal and/or with evidence of tampering (including mismatched seal numbers) suggesting the shipment was accessed by unauthorized persons or otherwise subjected to contamination, infestation, or other sources with the potential to render the shipment injurious to health, the typical burden of proof imposed by the Carmack Amendment shall not apply and instead BROKER or the Customer, in their sole discretion, may determine that the shipment may have been rendered injurious to health and may reject the entire shipment or any portion thereof.
2. The foregoing subsection shall not apply to those situations where the original seal was broken by customs or law enforcement personnel or at the written instruction of the BROKER if, after the initial seal is broken, a new seal is applied by such governmental personnel, its number is noted on the shipment documentation and the shipment is delivered with the new seal intact and there is no additional evidence with respect to the shipment which would allow BROKER to invoke the foregoing subsection.

(b) Where there is evidence that a shipment was subjected to inappropriate temperatures, BROKER or Customer, in their sole discretion, may determine that the shipment may have been rendered injurious to health and may reject the entire shipment or any portion thereof.

Concealed Loss or Damage. Claims based on a concealed loss or damage reported to CARRIER within fifteen (15) days of the date of delivery shall be treated by CARRIER as though an exception notation had been made on the delivery receipt at the time of delivery.

Deadlines for Claims. The time limit for filing a claim against CARRIER shall be nine (9) months from date of delivery, or in the case of CARRIER's failure to make delivery, within nine (9) months after a reasonable time for delivery has elapsed. Mailing the claim or electronically transmitting (including by e-mail or fax) the claim in accordance with the notice provisions of this Agreement within the nine (9) month time limit will satisfy the time limit. CARRIER hereby expressly waives any requirement for BROKER or claimant to give notice in writing to CARRIER of any loss, damage or delay to any shipment within a time period that is shorter than the nine (9) month period stated above. CARRIER agrees and covenants that it will not raise as a defense to any claim asserted by BROKER or claimant the failure on the part of BROKER or claimant to give prior notice in writing of a claim. The time limit for filing a lawsuit against CARRIER shall be not less than two (2) years and 1 day from date of receipt of CARRIER's denial of all or part of any cargo loss or damage claim.

IN WITNESS WHEREOF, the parties have caused this Broker Carrier Agreement to be executed on the Effective Date by their fully authorized representatives below.

AAA Dedicated Logistics Inc.,

BROKER:

CARRIER:



Signed

Signed

Victor Thang Nguyen

Name

Name

Predident

Title

Title

Address 14302 Lyndon Street

Address: _____

Garden Grove, CA 92843

Date July 13th, 2015

Date _____

CARRIER REFERENCES

Company Name:
Contact Name:
Contact Number:
When was your last load with this company?

Company Name:
Contact Name:
Contact Number:
When was your last load with this company?
CARRIER REFERENCES

Company Name:
Contact Name:
Contact Number:
When was your last load with this company?

Company Name:
Contact Name:
Contact Number:
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