Logistic Dynamics, Inc. 1140 Wehrle Drive Amherst, NY 14221

Phone: 800-554-3734 Ext. 1402 (Agent Support)

Fax: 716-250-3465

Email: <u>carrierdev@logisticdynamics.com</u> Website: <u>www.logisticdynamics.com</u>



Dear Carrier Applicant:

Thank you for your interest in becoming an approved carrier for Logistic Dynamics, Inc. and our ever-growing network of quality carriers throughout North America. In order for us to assist you in getting setup as an approved carrier please complete and return the following information:

- Insurance Certificate See attached letter that you can forward to your insurance company/agent.
- Carrier Safety Quastionnaire
- Carrier Profile
- 4. Transportation Brokerage Contract
- W-9 Form including taxpayer identification number. (W-8BENfor Canada)
- U.S. Motor Carrier Authority / Canadian Authority (If applicable);
- 7. Hazmat Registration (If Hazmat Certified)

If you have any questions, please call us at 800-554-3734 dial extension 1402 for agent support. Please return the required information to Carrier Development by FAX: (716) 250-3465 or email to carrierdev@logisticdynamics.com.

We appreciate your interest and lock forward to working with you!

Sincerely,

Logistic Dynamics, Inc. Carrier Development

ATTENTION CARRIER APPLICANT: PLEASE SEND THIS TO YOUR INSURANCE AGENT

To:	
	Carrier's Insurance Agent Insurance Agents Information: Phone: Fax:
Insure	
modre	· Carrier's Company Name
Re:	CERTIFICATE OF INSURANCE
Dear II	nsurance Agent:
This fa followir	x is to request a signed, Certificate of Insurance on the above Insured. Please include the ng information:
1.	U.S. Coverage (whichever applies): Auto Liability (minimum \$1,000,000 policy – U.S. Funds) Cargo Liability (minimum of \$100,000 policy – U.S. Funds) Workman's Comp (minimum \$500,000 limit, \$100,000 Employee, \$100,000 Accident
	Canadian Coverage (whichever applies): Auto Liability (minimum \$2,000,000 policy ~ U.S. Funds) Cargo Liability (minimum of \$200,000 policy – U.S. Funds)
2.	Please make out the certificate to the following company:
	Logistic Dynamics, Inc. 1140 Wehrle Drive Amherst, NY 14221 Fax: 716-250-3465

- It is required that the above-fixted company in item 2 be named as CERTIFICATEHOLDER
 with a 30-day cancellation notice. <u>The confificate must be signed!</u>
- Please indicate whether the Insured has ALL RISK or the BROAD FORM type of range insurance.

Note to Insurance Agents - Please send the Certificate to: Carrier Development: 716-250-3465 or email to: carrierdev@logisticdynamics.com

Should you have any questions, please call 800-554-3734 Ext 1402 and we will be glad to help you.

Thank you for help! Logistic Dynamics, Inc.

Carrier Safety Questionaire

Carrier Legal Name:		MC#:			
Operations Manager:					
Phone: ()	Ext: Phone 2: ()			
Fax: ()	Email:				
1. Does your company follow DOT Regulations? YES or NO (Circle One) 2. What is your safety rating per the FMCSA? Satisfactory – Unsatisfactory – Conditional – None (Circle One) 3. Who manages your Driver's Logs? Name: Phone: ()					
Print Name:	D	ale:			

PLEASE NOTE: WE WILL NOT RELEASE ANY CARRIER PAYMENT UNLESS THIS FORM IS COMPLETED!!!!!!!!!!!

LOGISTIC DYNAMICS, INC. - CARRIER PROFILE

1140 Wehrie Drive

Toll Free: 1-800-554-3734

Amherst, NY 14221-7748 Fax: 716-250-3465

Carrierdev@logisticdynamics.com

www.logisticcynamics.com



PAYMENT WILL NOT BE RELEASED IF PROFILE IS NOT COMPLETED By completing our carrier profile you're helping us identify your distinct freight needs

Campany Name:			MCM		SCAC Cod	SCAC Code:			
Main A	cdiess:								
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Claims	Contact:		Phone: (Email:			
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EQUIPMENT INFORMATION BREAKDOWN: NUMBER & SIZE OF EACH

TRAILER CATEGORY	20'	25'	40'	45'	48'	53'	57'
TOTAL VANS:							
TOTAL REEFERS:							
TOTAL FLATBED:							
TOTAL EXPEDITED:							
TOTAL SPECIALIZED:							
TOTAL OTHER:					,		

Visit our Carrier Portal:

Truck Postings, Streamlined Load Searching, Check your Payment Status and other valuable tools and resources

... All for FREE

Register now at www.LDiCarriers.com/register.aspx

If you have any questions in the meantime, please contact our Carrier Development Team at carrierdev@logisticdynamics.com

Why LDi?

Logistic Dynamics is a First Advantage Gold Book Broker and an active TIA member in good standing.

We appreciate all the hard work our carrier partners do and take pride in paying our carriers on-time!!!

PAYMENT OPTIONS AND CORRESPONDING EMAILS:

- Quick Pay (PD by Comcheck) is offered by indicating Quick Pay on your invoice, otherwise it is 30 days.
- Carrier must fax Invoice, Rate Confirmation, and BOL to Accounting: 716-817-2204.

Standard = Under 3C days = email: payables@logisticdynamics.com

1 Day Quick Pay = 1 business day less 5% + \$15.00 comcheck fee – email: quickpay@logisticdynamics.com

5 Day Quick Pay = 5 business days less 3% + \$15.00 comcheck fee – email: quickpay@logisticdynamics.com

FUEL ADVANCE INFORMATION:

- Total advance will be equal to or less than 30% of negotiated rate up to \$2000.00.
- There will be a \$15.00 processing fee for each advance given. This fee is NOT taken out of the comcheck, but off the final settlement
- The compheck numbers will be given directly to the person that sends their driver's license by Agent Support.
- Agent Support must receive a copy of the BOL signed by driver when loaded, a CLEAR license & CURRENT truck regisfration before a fuel advance will be given.
- Fuel Advances are issued between 8:30am 5:30om EST Monday Friday NO ADVANCES will be given
 after Normal Business Hours.

Transportation Brokerage Contract

A CONTINUING CONTRACT to comply with the Negotiated Rates Act of 1993 & 1995; bereinafter referred to as "the ACT"; for Transportation Services between Logistic Dynamics, Inc., MC - 4/1231 located at 1140 Webrie Drive, Amberst, NY 14221; hereinafter referred to as "The Broker", and FHWA contract Motor Carrier.

Carrier Name:	MC#			
Address:	City:	St:	Zip:	
Phone:	Fax:			
THIS AGREEMENT made this day of		by and between Log	istic Dynamics Inc.	

A. CARRIER REPRESENTS AND WARRANTS THAT IT:

- 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;
- 2. Has valid insurance with the following minimum limits: Public liability of \$1,000,000; preperty damage of \$1,000,000; cargo damage/loss of \$100,000; workers' compensation with limits required by law. Except for higher limits specified above, the insurance policy compties with minimum requirements of the Federal Motor Carrier Safety Agency and any other applicable regulatory agency. Exclusions in any insurance policy shall not exonerate carrier from liability.
- Has a "Satisfactory" safety rating issued by the Federal Motor Carrier Safety Administration, U.S. Department of Transportation, and will notify Broker in writing immediately of any changes in the rating:
- Is in compliance with all applicable state, federal and local laws related to the provisions of its services and the performance of this Agreement.
- Shall name Broker as additionally insured and/or certificate holder on cargo and liability insurance accord.
- Will notify Broker immediately if Carriers' Federal Operating Authority is revoked, suspended or rendered
 inactive for any reason; and/or if Carrier is sold, or if there is a change in control of Carrier.
- Will not insert, nor authorize a shipper to insert Broker's name on a Bill of Lading as the shipper or carrier without Broker's express written consent.
- 8. Will defend, indemnify and hold harmless Broker and its customers harmless from any claims, losses, damages, liability of any kind arising out of the Carrier's performance or violation of any of the terms of this Agreement. Broker reserves the right to control the defense of any such matters, including the right to designate counsel. Broker shall have the right to offset from freight or other charges by Carrier for any claim of loss, damage or delay, or claims for overcharges, duplicate payments or unidentified payments.
- Agrees not to assign, co-broker, double broker, interline or warehouse shipments hereunder, without prior written consent from Logistic Dynamics, Inc.;
- Will meet the Distinct Shippers' needs of Brokers' freight;
- Broker is the sole party responsible for payment of Carrier's invoices and that, under no circumstances will Carrier seek payment from the shipper or consignee;
- 12. Agrees to not back solicit freight shipments of any kind from customers of Broker, when: (a) the availability of such shipments first became known to Carrier as a result of Broker's efforts; and/or (b) where the shipments of Broker's customer were tendered to Carrier by the Broker prior to the Carrier's delivery of any freight for said customer. As liquidated damages, Carrier agrees to pay Broker twenty percent (20%) commission on all traffic handled by customers first introduced to Carrier by Broker for a period year following the cancellation of this Agreement. Additionally, Broker may seek injunctive relied and in the event it is successful, Carrier shall be liable for all costs and expenses incurred by Broker related to thereto, including, but not limited to reasonable attorney's fees.

- 13. Carrier hereby assumes the liability of a motor carrier as provided in 49 U.S.C. 14706 as in effect on the offective date of this Agreement. All claims for loss and damage and salvage shall be handled and processed in accordance with the regulations of the FMCSA as published in the code of Federal Regulations (49 C.F.R. 370). Further, without regard to the provisions of Part 370 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 decline or make settlement offer in writing on all cargo loss or damage claims within thirty (30) days of the receipt of the claim shall constitute an admission of liability by the Carrier for the full amount of the claim and such failure may be submitted as evidence of such liability in any court or competent jurisdiction by either Broker or Shipper. The terms of this Agreement shall govern the relationship between the parties and their respective liabilities and responsibilities; the terms, conditions, or provisions of any bill of lading, tarliff, or other shipping document utilized by the Carrier or Shipper shall be subject to and subordinate to the terms of this Agreement.
- 14. Carrier will bill all charges for transportation services directly and exclusively to Broker within one hundred and twenty (120) days of shipment tender date and Carrier shall provide Broker with the bill of lading signed by the shipper and receiver, delivery receipt, and receipts for any applicable accessorial charges. Carrier will cancel all transportation charges due on all shipments that are not billed within this one hundred and twenty (120) day period as noted by the postmark date.

B. BROKER RESPONSIBILITIES

- Broker agrees to pay Carrier the rate posted on the Fax as Contracted Rate Addendum Pick-up and Rate Confirmation prior to consignment;
- Broker agrees to pay Carrier for services rendered within 30 days of Brokers' receipt of Carriers' invoice and original proof of delivery (POD);

C. MISCELLANEOUS

- It is understood and agreed that the relationship between Broker and Carrier is that of any independent contractor and that no employer/employee relationship exists, or is intended. Broker has no control of any kind over Carrier, including but not limited to routing of treight, and nothing contained herein shall be construed to be inconsistent therewith.
- Either party of this contract may invalidate it with written notice within 24 hours for any reason; otherwise, this is a "Continuing Contract: for transportation.

Logistic Dynamics, Inc (Broker)	(Carrier Name)		
By: Jad Maouad (Printed)	By: (Printed)		
(Authorized Signature)	(Authorized Signature)		
Owner/CFO (Title)	(Title)		

.... W-9

(Rox. December 2014) Department of the Treasury Internal Assence Service

Request for Taxpayer Identification Number and Certification

Give Form to the regrester. Do not send to the IRS.

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Form 1836-K (merchant sami and tritid party network transactions)



BILLING & CREDIT INFORMATION

All freight bills and invoices should be mailed to:

Logistic Dynamics, Inc. 1140 Wehrle Drive Buffalo, NY 14221

http://www.logisticdynamics.com

Corporate Headquarters: 1-800-554-3734

MC# 471231

Federal Tax ID# 20-0281902

DUNS# 14-187-6248

SCAC: LDYN

Quick Pay Email: <u>quickpay@logisticdynamics.com</u> Payables Email: <u>payables@logisticdynamics.com</u>

Payables Fax: 716-817-2204

CREDIT REFERENCES & DETAILS BELOW

Bank Information

HSBC Bank 95 Washington Street 1st Floor

Buffalo, NY 14273 Phone: 716-841-8763 Fax: 212-642-1888 Account# 716946335 Contact: Joseph Burden

Surety Bond

Transportation intermediaries Association (TIA)

1625 Prince Street, Suite 200

Alexandria, VA 22314 Phone: 703-299-5711 Fax: 703-836-0123 Centact: Nancy O'Liddy

CARRIER REFERENCES

Lucky Carriers LLC - MC# 827646

Cluto, TX 77531 Phone: 956-279-5592 Fax: 979-529-2904

Contact: Paulina Solis

EW Whylic Corp - MC# 149406

Wost Fargo, ND 58078 Phone: 919-292-0097 Fax: 919-292-0099 Contact: Phil Let:

Max Waltz Trucking - MC# 304711

Walton, IN 46994 Phone: 574-732-1524 Fax: 574-753-0289 Contact: Max Waltz

Hi-Plains Sunflower Co - MC# 142422

Denver, CO 80216 Phone: 303-425-4432 Fax: 303-425-3018 Centact: Liz Watson

Averitt Express - MC# 121600

Cookeville, TN 38502 Phone: 913-520-5684 Fax: 800-325-1907 Contact: Chris Stone



Logistic Dynamics, Inc.



and having successfully met the criterion of financial responsibility to the amount of \$100,000 through the TIABOND program. Federal Motor Carrier Safety Administration, having demonstrated to TIA its integrity is a duly licensed property broker pursuant to the authority of the



Valid through October 2016 - Bond 13940, with a limit of \$100,000

Robert A. Vollmann President & CEO

Michael Rictio Chairman TIA Services

Transportation Intermediaries Association

this bond is underwitten by footins 846 Hangament and Southwest Harne and Genoral Trau and Conspose.



Assure Assist, Inc. Certificate of Insurance Requests

Please be advised that our company utilizes the services of the insurance monitoring company, Assure Assist, Inc. If needed, Assure Assist may contact you and your insurance agent to obtain a certificate of insurance.

In addition to our certificate request instructions, please cooperate with their request; as they provide us with an extremely valuable service.

Certificate Holder Information: Assure Assist, Inc. 543 Country Club Dr. Unit B338, Simi Valley, CA 93065

Send Certificate to: col@assureessist.com or fax to 818-401-0585

If you have any questions or concerns regarding Assure Assist, Inc., feel free to email them at help@assureassist.com or call them at 818-453-8591.