

Requirements

Thank you for your interest in becoming an approved carrier for Royal Star Logistics LLC. Below are some of our key requirements in order for your company to qualify as an approved carrier. All elements identified as 'required' must be completed for the qualification process to be finalized. If your company does not comply with one or more of the qualification criteria, you may return at another time to register once the non-compliant items are corrected.

To become an approved carrier, you must meet the following criteria:

1. Provide your DOT# to begin registration. You must have at least six (6) months or more active Carrier authority.
2. The carrier contact must be authorized to enter into and bind your company to the Transportation Services Contract.
3. Validate or provide the carrier contact information.
4. Submit an electronic W9.
5. Read and adhere to Carrier Policies.
6. Read and ACCEPT the "Motor Carrier Agreement".
7. Provide a Certificate of Insurance that meets the minimum insurance requirements below. Certificates must be submitted from your insurance producer (agent):
 - \$100,000 Cargo Coverage
 - \$1,000,000 Auto Coverage

You will be required to meet the following Carrier Compliance Requirements:

- Safety Rating must be Satisfactory or None.
- Companies must have active Common, Contract, or Intrastate Authority.

Dot Search

Address Information

You must complete the fields listed below. If you have any problems completing this form, please contact Royal Star Logistics LLC at (772) 356-2777. Please update the Pay To and Contact Information. The main business information is locked. Please contact Royal Star Logistics for assistance if this is incorrect.

Choose a Factoring Company from the drop-down list. If you are not factoring, fill in the Pay To Information if it is not the same as the main address.

Check here if the Pay To Address is the same as the Main Address.

W-9 Identification Number and Certification: Please fill out the information below, then upload a copy of your W-9.

Please upload a current copy of your W-9:

Contact Information

Corporate Contact: This person must have legal authority to accept the terms of the Carrier Agreement.

Carrier Policies

Royal Star Logistics LLC - Carrier Policies

The following contains information and policies for new carriers working with Royal Star Logistics LLC. This information is in addition to the Broker/Carrier Agreement.

****Carrier Payments****

New carriers are not eligible for com-check settlements for the first 90 days. During this initial period, the first payment must be paid by check to the address provided by the carrier. Payment for subsequent loads can be made via ACH, regular mailed check, or, if factoring, payment will be sent directly to your factor. After 90 days, carriers will be able to request com-check settlements and advances.

****Load Tracking****

Carriers must agree to track all loads when requested by the Royal Star Logistics load manager. Tracking apps may include Macro Point or Royal Star Logistics App. This is mandatory.

****Driver Communications****

The Royal Star Logistics load manager must be able to communicate directly with the driver until the load is delivered. This is mandatory.

****Double-Brokering****

The Broker/Carrier agreement specifically addresses double-brokering. Royal Star Logistics strongly recommends that this be read and understood before considering any such action. Royal Star Logistics has zero tolerance in such matters and will terminate any carrier that breaches our contract.

The following is from the broker/carrier contract:

That it will not re-broker, co-broker, subcontract, assign, interline, or transfer the transportation of shipments hereunder to any other person or entity conducting business under a different operating authority without prior written consent of BROKER. If CARRIER breaches this provision, among all other remedies (whether at equity or in law), BROKER shall have the right to pay 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 or otherwise, including but not limited to any claims under MAP-21 (49 U.S.C. § 13901 et seq.) and claims under Section 3. C. below. In addition to the indemnity obligation in Section 1.H, CARRIER will be liable for special, incidental, and consequential damages for violation of this provision.

****Potential Fines for Breach of Contract:****

A carrier that willfully re-brokers, co-brokers, subcontracts, assigns, or transfers the transportation of shipments to any other person or entity conducting business under a different operating authority without the prior written consent of the Royal Star Logistics broker will be in breach of contract and potentially fined up to \$2500 per occurrence.

****Quick Pay/Advance Policy:**** There will be a charge for all advances and/or advance settlements (quick-pay) as follows:

1. Fee for advance is 4% of the rate or \$25.00, whichever is higher.
2. Fee for an advance settlement (quick-pay) upon delivery is 4% of the settlement amount or \$25.00, whichever is higher.
3. Royal Star Logistics LLC must receive all required information before the final payment will be released.

****Payment Policy:**** Direct deposit (ACH) is Royal Star Logistics LLC's preferred method of payment.

Every effort will be made to pay carrier invoices within 14 days of invoice receipt, provided the bills include the following:

1. They are clearly signed.
2. All copies are legible.
3. No notice of claim has been given.
4. A signed confirmation has been returned.
5. The invoice is mailed, faxed, or e-mailed to the appropriate Royal Star Logistics LLC office. Upon setup, you will be assigned a username and password to view the load board on royalstarlogistics.us.

Company Agreement

BROKER - CARRIER AGREEMENT

This Broker-Carrier Agreement (“Agreement”) is entered into this [Date real-time] (“Effective Date”), by and between Royal Star Logistics LLC, a Registered Property Broker under USDOT# 3970658 and MC-1647030 (“BROKER”), and [Carrier Company Name], a Registered Motor Carrier under USDOT# [Carrier Company DOT #] and MC- [Carrier Company MC-#] (“CARRIER”), to be referred to collectively as the “Parties” and individually as a “Party.” “Registered” means operating under authority issued by the Federal Motor Carrier Safety Administration (“FMCSA”), or its predecessor within the United States Department of Transportation (“USDOT”), and any applicable state and provincial governmental agencies. In consideration of the mutual promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. CARRIER REPRESENTS AND WARRANTS:

A. That it is a Registered Motor Carrier of property authorized to provide, as applicable, interstate, intrastate, and/or provincial motor carrier transportation of property under contracts with shippers, receivers, and/or brokers of general commodities.

B. That it shall transport the property under its own operating authority and subject to the terms of _____ this _____ Agreement.

C. That it makes the representations herein for the purpose of inducing BROKER to enter into this Agreement.

D. That it agrees that any insertion of BROKER's name as the "carrier" on a bill of lading or receipt shall be for convenience only and shall not change BROKER's status as a property broker nor CARRIER's status as a motor carrier. BROKER is not a motor carrier and assumes no motor carrier responsibility, including for cargo loss and damage in the event that the National Motor Freight Traffic Association (NMFTA) form of bill of lading is utilized.

E. That it will not re-broker, co-broker, subcontract, assign, interline, or transfer the transportation of shipments hereunder to any other person or entity conducting business under a different operating authority without prior written consent of BROKER. If CARRIER breaches this provision, among all other remedies (whether at equity or in law), BROKER shall have the right to pay 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 or otherwise, including, but not limited to, any claims under MAP- 21 (49 U.S.C. § 13901 et seq.) and claims under Section 3. C. below. In addition to the indemnity obligation in Section 1.H., CARRIER will be liable for any and all special, incidental, and consequential damages for violation of this provision.

F. That it:

i. 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: transportation of Hazardous Materials (including the licensing and training of Haz-Mat qualified drivers), as defined in 49 C.F.R. §172.800, §173, and §397 et seq., to the extent that any shipments hereunder constitute Hazardous Materials; 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 alcohol testing, and hours of service regulations; sanitation, temperature, and contamination requirements for transporting food, perishable, and other products, including, without limitation, the Food Safety Modernization Act (21 U.S.C. § 2201, et seq.), the Food, Drug, and Cosmetic Act (21 U.S.C. § 341, et seq.), the Sanitary Food Transportation Act (49 U.S.C. § 5701, et seq.), and the FDA's Final Rule pertaining to Sanitary Transportation of Human and Animal Food; qualification, 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, the sole and exclusive control of the performance of its drivers; and, all applicable insurance laws and regulations, including, but not limited to workers' compensation. CARRIER agrees to provide proof of compliance with the foregoing upon written request.

ii. is solely responsible for any and all management, governing, discipline, direction, and control of its employees, agents, subcontractors, and owner/operators, and management of all equipment, to ensure the safe operation of CARRIER's or its agents' or subcontractors' vehicles, drivers, and facilities within all applicable federal, provincial, and state laws and regulations. CARRIER and BROKER agree that the safe and legal operation by the CARRIER and its drivers shall completely and unequivocally govern and supersede any service requests, demands, preferences, instructions, and/or information from BROKER or BROKER's customer with respect to any shipment and at any time.

G. That CARRIER will notify BROKER immediately if any operating authority is revoked, suspended, or rendered inactive for any reason; if it is sold, or if there is a change in control of ownership; and/or if any insurance required hereunder is threatened to be or is terminated, cancelled, suspended, or revoked.

H. That CARRIER shall defend, indemnify, and hold BROKER, its parent, subsidiary, and affiliate companies, and its shipper and receiver customers (collectively, "BROKER Indemnitees") harmless from any and all claims, actions, or damages arising out of its or its agents' or subcontractors' performance under this Agreement, including, but not limited to, cargo loss and damage, theft, delay, damage to property claims, claims under Section 1.E, claims for personal injury or death, breach of this Agreement, and loss, damage, and injury arising from CARRIER's Equipment or the use of such Equipment by BROKER Indemnitees. CARRIER shall not be liable for any claims, actions, or damages to the extent due to the negligence or intentional act of the BROKER Indemnitees. The obligations hereunder shall be that of first defense and shall include all attorneys' fees and defense costs as they accrue.

I. That it does not have an "Unsatisfactory" safety rating issued by the FMCSA (or a Canadian

equivalent safety rating) and will notify BROKER in writing immediately if its safety rating is changed to “Unsatisfactory” or “Conditional” and BROKER may immediately terminate this Agreement. If CARRIER receives a Conditional safety rating, CARRIER shall make all commercially reasonable efforts to resolve its deficiencies and expediently upgrade its safety rating to Satisfactory.

J. That it authorizes BROKER to invoice CARRIER’s freight charges to shippers, consignees, or third parties responsible for payment and that CARRIER shall not, under any circumstances, present an invoice, bill, demand, or other claim for payment to BROKER’s customers or any consignor or consignee of a shipment tendered hereunder.

K. That it has investigated BROKER’s creditworthiness, is granting BROKER credit terms accordingly, and that CARRIER will continue to monitor and conduct business with BROKER hereunder.

L. That CARRIER, on behalf of shipper, consignee, and BROKER interests, and to the extent that any shipments subject to this Agreement are transported within the State of California, warrants that it shall only utilize equipment which is in full compliance with the California Air Resources Board (CARB) Heavy-Duty Vehicle Greenhouse Gas (Tractor-Trailer GHG) Emission Reduction Regulations and Transport Refrigerated Unit (TRU) Airborne Toxic Control Measure (ATCM) in-use regulations and all TRUs it operates within California are registered in CARB’s Equipment Registration (ARBER) system. CARRIER further warrants that it is not in violation of the California Labor Code and is not on the current list of Port Drayage Motor Carriers with Unsatisfied Judgements, Tax Assessments, or Tax Liens. CARRIER shall be liable to BROKER for any penalties or any other liability, imposed on or assumed by BROKER, for penalties imposed on BROKER or BROKER’s customer and resulting from CARRIER’s use of non-compliant equipment. Upon request, CARRIER shall provide evidence of CARRIER’s compliance with CARB, including, as applicable, a copy of CARRIER’s ARBER’s 100 Percent Compliance List, the ARBER certification for each TRU, or the year, make, and model of CARRIER’s Equipment operated in California.

M. That, when required by BROKER or its customer or consignee, CARRIER shall secure a shipment with a seal and note the seal number on the bill of lading. CARRIER shall be solely responsible for maintaining seal integrity during the movement of the shipment and, except as is required by law enforcement, shall not break the seal without the express approval of BROKER. CARRIER shall immediately notify BROKER to report a missing or broken seal.

2. BROKER RESPONSIBILITIES:

A. SHIPMENTS: For each shipment offered by BROKER, BROKER shall inform CARRIER of: (i) the place of origin and the destination for all shipments; (ii) any special shipping and handling instructions; (iii) any special equipment requirements; and/or (iv) where BROKER has received timely notification from the shipper, the value of shipments in excess of the amount specified in _____ Section _____ 3.C.(vi) _____ below.

B. RATES: Rates shall be mutually agreed upon and shall be confirmed, in writing via fax or other electronic means, in BROKER's Load Confirmation or dispatch sheets. Additionally, any rates verbally agreed upon shall be deemed confirmed in writing where CARRIER bills and BROKER pays the agreed-upon rate. Additional rates or charges, including, but not limited to, stop-offs, detention, loading or unloading, fuel surcharges, other accessorial charges, tariff rates, released rates or values, or tariff rules or circulars, shall only be valid when their terms are specifically agreed to in a writing signed by both Parties. Rates for truckload (TL) or less-than-truckload (LTL) shipments, modifications or amendments of the above rates, and all additional rates, may be established, as mutually agreed upon, to meet changing market conditions, shipper requirements, BROKER requirements, and/or specific shipping schedules. Such rates shall be confirmed in writing by the Parties. All such rates and charges, whether original, additional, modified, amended, or changed shall automatically be incorporated herein _____ by _____ reference.

C. BILLING: CARRIER shall promptly invoice BROKER for CARRIER's rates and charges and BROKER agrees, on behalf of CARRIER, to bill shippers, consignees, or other parties responsible for payment.

D. PAYMENT: The Parties agree that BROKER is the sole party responsible for payment of CARRIER's charges and CARRIER shall not seek payment from the shipper, consignee, or any third party. BROKER agrees to pay CARRIER's valid and accurate invoice within 28 days of receipt of the bill of lading, proof of delivery, or any other requested load document, provided CARRIER is not in default under any of the terms of this Agreement.

E. MISCELLANEOUS RESPONSIBILITIES: BROKER shall maintain a surety bond /trust fund in the amount of \$75,000.00 as filed with the FMCSA and in the form and amount not less than that _____ required _____ by _____ this _____ agency's _____ regulations.

BROKER will notify CARRIER immediately if its federal Operating Authority is revoked, suspended, or rendered inactive for any reason; if it is sold; if there is a change in control of

ownership; and/or if any insurance required hereunder is threatened to be or is terminated, cancelled, suspended, or revoked.

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

3. CARRIER RESPONSIBILITIES:

A. EQUIPMENT: Subject to its representations and warranties in Section 1 above, CARRIER agrees to provide the necessary equipment and qualified personnel for completion of the transportation services required for BROKER and/or its customers. CARRIER will not supply equipment that has been used to transport solid or liquid hazardous wastes, regardless of whether they meet the definition in 40 C.F.R. §261.1 et seq. CARRIER will furnish equipment for transporting cargo which is sanitary, free of any contamination, suitable for the particular commodity being transported, and which will not cause any adulteration, defined in 21 U.S.C § 342, to the commodity being transported. CARRIER agrees that all shipments will be transported and delivered with reasonable dispatch, or as otherwise agreed to in writing.

B. BILLS OF LADING: Any bill of lading or similar proof of delivery issued for the purposes of the transportation involved herein shall be incorporated herein by reference but shall not modify, supplement, or supersede the terms and conditions of this Agreement and this Agreement shall govern the services provided by CARRIER. Carrier's issuance and execution of the bill of lading/proof of delivery in compliance with 49 C.F.R. §373.101 (and any amendments thereto) shall constitute prima facie evidence that Carrier received the shipment in good order and condition, unless exceptions are specifically noted. CARRIER shall be fully liable for the freight when it takes possession thereof and the trailer is loaded, regardless of whether a bill of lading has been issued or signed, and such liability shall continue until delivery to, and signing of the bill of lading or delivery receipt by, the consignee.

C. LOSS & DAMAGE CLAIMS:

i. Claims for cargo damage, loss, or theft, including damage, loss, or theft of exempt commodities, may be filed by BROKER or its customers or the beneficial cargo owner within fourteen (14) months of the date of delivery or, in the case of non-delivery, within fourteen (14) months of when delivery should have reasonably occurred. CARRIER shall comply with 49 C.F.R. §370.1 et seq. and any amendments and any other applicable regulations adopted by the FMCSA, DOT, or any applicable state regulatory agency, for processing all loss and damage

claims and salvage. CARRIER agrees that food that has been transported under conditions that are not in compliance with shipper's or BROKER'S instructions, as provided to CARRIER by shipper or BROKER, is delivered with a missing, damaged, or tampered seal, or the seal integrity is otherwise in question, or, in the opinion of the shipper, consignor, consignee, or receiver (not subject to a reasonableness standard) poses a health or welfare risk to consumers, will be considered "adulterated" within the meaning of the Federal Food, Drug and Cosmetic Act (21 U.S.C. § 342), and, in the shipper's sole discretion, a total loss. CARRIER understands and agrees that adulterated shipments may be refused by the consignee or receiver upon tender for delivery or be received by the consignee or receiver at destination without diminishing or affecting CARRIER'S liability in the event of a cargo claim and there shall be no duty on the customer, consignee, or receiver to mitigate damages arising from such adulteration. CARRIER shall not sell, salvage, or attempt to sell or salvage any goods without BROKER's express written permission.

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) irrespective of any conflicting law or regulation or the origin or destination location of the shipment. For exempt commodities, all issues of liability and/or the processing of cargo loss and damage claims shall be determined by Fruit and Vegetable Dispute Resolution Corp ("DRC") Trading Practices or Blue Book Transportation Guidelines ("Blue Book"). The Parties will use their best efforts to mutually agree on the use of one of the named associations' guidelines but if no agreement is reached, BROKER shall choose the guidelines that will be used.

iii. Notwithstanding 3.C.(ii) above, should a shipper, consignee, or beneficial owner of the cargo notify BROKER of any claim for loss or damage to the cargo transported under this Agreement, or of any other CARRIER-caused claim or loss, CARRIER agrees that BROKER, shipper, consignee, or beneficial cargo owner shall have the right to set-off an amount sufficient to cover such claims and to deduct and withhold that amount from any monies which are owed to CARRIER. CARRIER shall be liable for any and all collection costs, including reasonable attorneys' fees, courts costs and interest, incurred by BROKER, shipper, consignee, or beneficial cargo owner in collecting on a claim for loss or damage. CARRIER shall not withhold delivery of any freight due to any dispute with any parties listed in this 3.C.(iii). Additionally, CARRIER, on behalf of itself and its agents and subcontractors, waives, and agrees it shall have no right to assert, any lien on or against any property transported under this Agreement and agrees that BROKER's customers and beneficial cargo owners shall, at all times, have, maintain, and retain all rights, title, and interest in the property. CARRIER shall be liable to BROKER and its customs and beneficial cargo owners for any and all costs, fees, and expenses, including reasonable attorneys' fees, associated with removing any lien placed on

the

property.

iv. CARRIER's indemnification obligation under Section 1.H and all damage claims under Section 3.C.(ii) shall include claims for attorneys' fees which fees shall constitute special damages, the risk of which is expressly assumed by CARRIER, and which special damages shall not be limited under the provisions of 3.C.(ii) above.

v. Except as provided in Sections 1.E and 3.C.(iv), neither Party shall be liable to the other for special, incidental, or consequential damages without prior written notice of the risk of loss, its approximate financial amount, and a written agreement between the Parties to assume such responsibility.

vi. Notwithstanding the terms of 49 CFR § 370.9, CARRIER shall pay, decline, or make written settlement offers on all cargo loss or damage claims within 30 days of receipt of the claim. Failure of CARRIER to pay, decline, or offer settlement within this 30-day period shall be deemed both an admission by CARRIER of full liability for the amount claimed and a material breach of this Agreement.

vii. CARRIER's liability for cargo damage, loss, or theft, from any cause and for any one shipment, shall not exceed CARRIER's documented cargo insurance limit unless CARRIER is notified in writing by BROKER or shipper of the increased load value.

D. 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: Auto Liability insurance (including owned, hired, and non-owned vehicles and coverage for pollution and environmental clean-up and restoration), \$1,000,000.00 (\$5,000,000 if transporting hazardous materials including environmental damages due to release or discharge of hazardous substances); All-Risk Cargo Legal Liability insurance, \$100,000.00; workers' compensation and employers' liability insurance, as required by law. CARRIER's insurance shall be with reputable and financially responsible insurance providers and cover the entire geographic scope of CARRIER's operations. CARRIER's insurance shall be primary and non-contributory to any insurance maintained by BROKER or its customers. CARRIER shall name BROKER an additional insured and loss payee, as applicable, and waive all rights of subrogation. When CARRIER provides services that involve origins and destinations solely within Canada, CARRIER shall be current in its remittances to the appropriate Worker's Compensation Board

of the CARRIER's province, shall provide a certificate issued by the appropriate Worker's Compensation Board certifying that the CARRIER is not delinquent and is current in its remittances to that authority, and shall have such other insurance or higher coverage limits required by applicable Canadian national or provincial law or regulation. Except for the higher coverage limits specified in Section 3.C., the insurance policies shall comply with the minimum requirements of the FMCSA and any other applicable regulatory agency. Nothing in this Agreement shall be construed to avoid or limit CARRIER's liability due to any exclusion or deductible in any insurance policy and CARRIER's insurance shall not exclude coverage for employee theft, fraud, infidelity, or dishonesty. BROKER does not represent that the CARRIER's coverage and limits will necessarily be adequate to protect shipper, consignee, or BROKER, and such coverage and limits shall not be deemed as a limitation on CARRIER's liability under this Agreement.

E. ASSIGNMENT OF RIGHTS: Upon receipt of its freight charges from BROKER, CARRIER automatically assigns to BROKER all of CARRIER's rights to collect freight charges from shipper or any third party responsible for payment.

4. MISCELLANEOUS:

A. INDEPENDENT CONTRACTOR: The relationship of the Parties to each other shall at all times be that of independent contractors. None of the terms of this Agreement, or any act or omission of either Party, shall be construed for any purpose to express or imply a joint venture, partnership, principal/agent relationship, fiduciary relationship or obligation, or employer/employee relationship between the Parties. Each Party shall provide sole supervision and shall have exclusive control over the actions and operations of its employees, agents, and subcontractors used to perform its services hereunder. Neither Party has any right to control, discipline, or direct the performance of any employees, agents, or subcontractors of the other Party. Neither Party shall represent to others that the relationship between the Parties is anything other than an independent contractor relationship.

CARRIER assumes full responsibility and liability for payment to its employees of all applicable federal, state, and local payroll taxes, taxes for unemployment insurance, old age pensions, workers compensation, and social security ("Benefits") with respect to persons engaged in the performance of transportation services hereunder. To the extent that agents or subcontractors claim a right to Benefits, BROKER, shipper, and consignee shall not be liable for such Benefits and CARRIER shall indemnify, defend, and hold BROKER, shipper, and consignee harmless from any claim or liability imposed or asserted against such parties for any such obligations.

B. NON-EXCLUSIVE AGREEMENT: CARRIER and BROKER acknowledge and agree that this

contract 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:

i. 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 or provision.

ii. This Agreement is for specified services pursuant to 49 U.S.C. §14101(b). To the extent that terms and conditions herein are inconsistent with Part (b), Subtitle IV, of Title 49 U.S.C. (ICC Termination Act of 1995), the Parties expressly waive any or all rights and remedies they may have under the Act.

D. HEADINGS: The section titles in this Agreement are for convenience only and shall not affect the meaning or interpretation of any of the provisions of this Agreement.

E. DISPUTES:

i. This Agreement has been formed within and under the laws of the State of California. The provisions of this Agreement will be construed and enforced according to California law to the extent that California law does not conflict with applicable Federal law. Except as otherwise noted herein, sole venue for the resolution of all controversies and claims arising under this Agreement shall be the California Superior Court for the County of Los Angeles, or alternatively the United States District Court for the Central District of California, at the option of the Party bringing the claim, if there is jurisdiction over the claim in Federal Court. Alternatively, Broker may, at its option, bring a claim in any State or Federal Court where CARRIER is formed, has property or an office, or where it, its principals or owners may be found.

ii. Separately, any Party bringing a produce claim or produce controversy relating to this Agreement may, at that Party's option, submit it to arbitration, in which case it will be submitted to and conducted under the rules of the DRC or the Blue Book before a sole arbitrator. The decision of the arbitrator on a produce-related claim or controversy shall be binding and final and the award of the arbitrator may be entered as judgment in any court of competent jurisdiction. The arbitrator's rationale and reasoning for the award shall be explained in a written opinion. Arbitration hearings shall be conducted by conference call or video conference as directed by the arbitration association.

iii. In addition to the foregoing, either Party may apply to a court of competent jurisdiction for injunctive relief. The prevailing Party in any action or arbitration brought pursuant to this Agreement shall be entitled to recovery of costs, expenses, and reasonable attorney fees (“Expenses”), as well as entitled to recover Expenses incurred in any action for injunctive relief or incurred in an action to enforce a judgment or arbitration award.

F. NO BACK SOLICITATION:

i. Unless otherwise agreed to in writing, CARRIER shall not knowingly solicit or accept freight shipments from any shipper, consignor, consignee, or other customer of BROKER (“Customers”) during the term of this Agreement and for a period of twelve (12) months following termination of this Agreement where such shipments of Customers were first tendered _____ to _____ CARRIER _____ by _____ BROKER.

ii. In the event of breach of this provision, BROKER shall be entitled to receive, for a period of twelve (12) months following delivery of the last shipment transported by CARRIER under this Agreement, to a commission of fifteen percent (15%) of the gross transportation revenue (as evidenced by freight bills) received by CARRIER for the transportation of said freight. Additionally, BROKER may seek injunctive relief and shall be entitled to receive from CARRIER reimbursement for all costs and expenses incurred by BROKER, including, but not limited to, reasonable attorney’s fees.

G. CONFIDENTIALITY:

i. Each Party shall keep confidential the terms and conditions of this Agreement and all proprietary, confidential, or trade secret information, including, without limitation, any information or materials pertaining to the services hereunder financial information of the Parties and that of their customers, including but not limited to freight and brokerage rates, amounts received for brokerage services, amounts of freight charges collected, freight volume requirements, personal customer information, customer shipping, or other logistics requirements shared or learned among the Parties and their customers (the “Confidential Information”) which is disclosed by the disclosing Party or which is acquired by the receiving party hereunder. CARRIER specifically waives any rights it may have under 49 CFR § 371.3. The receiving Party shall not disclose the Confidential Information to anyone or any third party without the disclosing party’s prior written consent, except to its employees with a need to know and who are advised of and agree to be bound by the obligations of confidentiality hereunder. The receiving Party shall not use the Confidential Information for any purpose other than to perform its obligations under this Agreement. Confidential Information shall not

include information that: (i) is, at the time of disclosure, or thereafter becomes available in the public domain through no wrongful act of the receiving Party; (ii) is already known to the receiving party at the time of disclosure by the disclosing party; (iii) is rightfully disclosed to the receiving Party by a third party without restriction; (iv) is independently developed by the receiving Party, its employees, or agents without use of or access to the Confidential Information; or (v) is required to be disclosed pursuant to applicable law or court order; provided that the receiving Party promptly notifies the disclosing Party of such required disclosure so that the disclosing Party may have an opportunity to seek a protective order or other appropriate remedy.

ii. Each Party acknowledges and agrees that disclosure of Confidential Information by the receiving Party may cause irreparable injury to the disclosing Party, its affiliates, customers, and suppliers that is not adequately compensated in monetary damages. In addition to any other remedies in law or equity, the Parties agree that the disclosing Party may seek injunctive relief for the breach or threatened breach of this Section 4.G. The prevailing Party shall be entitled to all costs and expenses, including reasonable attorneys' fees.

H. MODIFICATION OF AGREEMENT:

i. This Agreement may not be amended except as set forth in this Section 4.H., by mutual written agreement or by the procedures set forth above in Section 2.B.

ii. Should CARRIER modify any provision of this Agreement, such amendment shall not be effective unless BROKER has initialed such change evidencing BROKER's specific acceptance of such modification.

iii. Additionally, the provisions of this Agreement shall be deemed to supersede and shall prevail over any conflicting terms set forth in any load confirmation, rate confirmation, dispatch sheet, or other document pertaining to this Agreement, whether any such document was signed prior to, contemporaneously with, or subsequent to execution of this Agreement. The Parties agree that load confirmations provided by BROKER may provide supplementary terms to this Agreement, as may be required for loads with particular shippers, and CARRIER manifests its agreement to the supplementary terms in a load confirmation by accepting tender of the load.

I. NOTICES:

i. All notices provided or required by this Agreement shall be made in writing and delivered, return receipt requested, to the addresses shown below with postage prepaid; or by confirmed (electronically acknowledged on paper) fax, or by email with electronic receipt.

BROKER

Royal Star Logistics LLC
Najeeb Khan
Manager
2314 1st PL SW
Vero Beach, FL 32962
Phone: 772-356-2777
contact@royalstarlogistics.us

CARRIER

[Carrier Company Name]
[Carrier Company Representative]
[Designation]
[Address]
[City, State, Post-code]
[MC#]
Phone: [Phone XXX-XXX-XXXX]
Email: [Email]

ii. Notices sent as required hereunder, to the addresses shown in this Agreement, shall be deemed sent to the correct address unless the Parties are notified in writing of any changes in address.

iii. A Party shall promptly notify the other of any claim that is asserted against the Party by anyone and arising out of the Party's performance of this Agreement.

J. MAINTENANCE OF BOOKS AND RECORDS: During the term of this Agreement and for at least five (5) years thereafter, the Parties shall maintain such books and records as are necessary to substantiate that all invoices and other charges submitted to BROKER for payment hereunder were valid and proper, including, without limitation, all contracts, accounting records, orders, and invoices.

K. CONTRACT TERM: The term of this Agreement shall be one year from the Effective Date and

shall automatically renew for subsequent one (1) year periods but either Party may terminate this Agreement at any time upon no less than thirty (30) days' prior written notice. Notwithstanding the foregoing, either Party may terminate this Agreement immediately, and without further obligation, provided the other Party: (i) is in material breach of its obligations under this Agreement; (ii) becomes insolvent or makes a general assignment for the benefit of creditors; (iii) files or has filed against it any petition under applicable bankruptcy, insolvency, reorganization, or similar debtor relief law which is not discharged within thirty (30) days of such filing; or (iv) requests or suffers the appointment of a trustee or receiver. 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.

L. 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.

M. AUTHORITY TO CONTRACT: The Parties warrant that the individuals executing this Agreement have full and valid power to enter into this Agreement and bind their respective Parties to the terms hereof.

N. THIRD-PARTY BENEFICIARY: Nothing in this Agreement shall confer any rights upon any person other than BROKER and CARRIER and each party's permitted respective successors and assigns.

O. COUNTERPARTS: This Agreement may be executed in any number of counterparts each of which shall be deemed to be a duplicate original hereof.

P. FORCE MAJEURE: In the event that either Party is prevented from performing its obligations under this Agreement because of an occurrence beyond its control and arising without its fault or negligence, including, without limitation, war, riots, rebellion, acts of God, acts of lawful authorities, fire, strikes, lockouts or other labor disputes, such failures to perform (except for any payments due hereunder) shall be excused for the duration of such occurrence, provided, however, that nothing in this paragraph shall relieve CARRIER from its liability to shipper and BROKER for the full, actual damage or injury to shipper's freight, as provided in Section 3.C. of this Agreement. The Parties will make every commercially reasonable effort to remedy or cure such event as soon as practically. Economic hardships, including but not limited to recession and depression, shall not constitute Force Majeure events.

Q. WAIVER OF JURY TRIAL: Each party hereto irrevocably and unconditionally waives to the fullest extent it may effectively do so, any and all right to a trial by jury in any action or legal proceeding arising out of or relating to this agreement or the transactions contemplated hereby.

R. ENTIRE AGREEMENT: Unless otherwise agreed in writing, or as provided herein, 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, whether any such document was signed prior to, contemporaneously with or subsequent to execution of this Agreement. 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.

S. ENGLISH LANGUAGE: It is the express wish of the Parties that these terms and conditions be drawn up in English. Il est de la volonté expresse des parties que ces modalités et conditions soient rédigées et signées en anglais.

I [Carrier Company Representative], am the [Designation] for [Carrier Company Name]. I am authorized to execute this Agreement dated [Date MM/DD/YYYY] [Time EDT] between Royal Star Logistics LLC and [Carrier Company Name] and legally bind [Carrier Company Name] to the terms and conditions set forth therein. This electronic signature serves as an original and any electronic version and other signature are incorporated as if originals into the original document. This electronic signature shall have the same force and effect as an original source.

I understand Royal Star Logistics LLC may require a different agreement in the future based on the consistency of loads hauled on certain business opportunities.

[] BY CLICKING THE ACCEPTANCE BUTTON, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE AGREEMENT AND AGREE TO THE ENTIRETY OF THE TERMS & CONDITIONS CONTAINED THEREIN. THE AGREEMENT SHALL BE BINDING ON [Carrier Company Name]. I UNDERSTAND AND ACKNOWLEDGE THAT [Carrier Company Name] IS THE "CARRIER" AS THAT TERM IS USED IN THE AGREEMENT.

Insurance Requirements

Please note that a carrier will not be certified until a valid certificate is received. The insurance requirements are shown below. Certificates must be sent directly from the carrier's insurance agent.

The Certificate MUST show the following:

****Certificate Holder must be shown as:****

Royal Star Logistics LLC

2314 1st PL SW
Vero Beach, FL, 32962

****Coverages:**** Certificate must include

****Cargo****

Minimum Cargo Limit: \$100,000

****Commercial Automobile Liability****

Minimum Combined Single Limit: \$1,000,000

****General Liability****

Minimum Each Occurrence: \$1,000,000

Minimum General Aggregate: \$2,000,000

Please upload a current copy of valid insurance.

Workers Agreement

****Royal Star Logistics LLC - Workers' Agreement****

****Carrier Name:**** [Carrier Name]

****Agreement Date:**** [Enter Current Date]

****Address:**** [Carrier Address]

****US DOT Number:**** [Carrier DOT Number]

****City, State & Zip:**** [Carrier City, State & Zip]

****MC Number:**** [Carrier MC Number]

****Contact:**** [Carrier Contact Name]

****Phone:**** [Carrier Phone Number]

****Email:**** [Carrier Email Address]

****Hold Harmless Agreement for Workers' Compensation Claims****

[Carrier Name], located at [Carrier Address], [Carrier City, State & Zip] ("Carrier") hereby states and warrants to Royal Star Logistics LLC, located at 2314 1st PL SW, Vero Beach, FL, 32962 ("Broker"), individually a "Party" and collectively, the "Parties." [Carrier Name], a [Carrier State] company, is subject to the laws of the state of [Carrier State]. [Carrier Name] does not employ any individuals and as such, is exempt from the requirement to maintain workers' compensation ("WC") or employers' liability insurance ("Insurances"). As a result of its status as a sole proprietorship, Carrier does not carry Insurances and therefore cannot provide, in contravention of the Broker Carrier Agreement ("BCA"), a certificate of insurance to Broker evidencing WC and employers' liability insurance.

Carrier is hereby informed and agrees that it has the full and complete responsibility for verifying its exempt status and demonstrating the same to Broker's satisfaction. Carrier further warrants that, absent an exempt status, it shall fulfill the terms and conditions of the BCA regarding the provision and continued maintenance of WC and Employers' Liability coverage for its employees, or that it warrants that it is permissibly self-insured. Carrier's failure to satisfy the requirements of [Carrier State]'s WC statutes shall constitute a material breach of the BCA and shall result in the immediate termination of the BCA.

Carrier hereby agrees and warrants that it shall assume full and complete responsibility for all compensation and benefits under [Carrier State]'s WC statutes for all work-related injuries occurring to any of its employees or personnel hired to perform any services under the BCA. Carrier shall fully indemnify and hold harmless Broker, Broker's shipper, and/or Broker's consignee ("Indemnitees") for all claims brought against Indemnitees for any work-related injuries or employment obligations under [Carrier State]'s WC statutes.

Carrier must purchase and maintain WC insurance, and provide proof of such insurance, if Carrier hires employees. Additionally, if people engaged by Carrier as independent contractors are later deemed to be employees of Carrier for purposes of WC benefits, Carrier shall defend, indemnify, and hold Indemnitees harmless for all WC benefits owed, and for all damages of any kind, from any misrepresentation, change in status, or the finding by a court of law of Carrier's status as a statutory employer. All other indemnity obligations shall be governed by the terms of the BCA.

This Hold Harmless Agreement for Workers' Compensation is executed this [Enter Current Date]. The individual executing this agreement has full and valid power to enter into this agreement and bind the Carrier to the terms hereof.

****Name of Authorized Carrier Representative:**** [Carrier Representative Name]

****Title of Authorized Carrier Representative:**** [Carrier Representative Title]

****Phone number of Authorized Carrier Representative:**** [Carrier Representative Phone Number]

****Email of Authorized Carrier Representative:**** [Carrier Representative Email Address]

****Agreement Date:**** [Enter Current Date]

☐ "I Agree"

Carrier Equipment

ELD/Load Tracking

****Please Answer the Following:****

☐ By checking this box, you are consenting to receive communications from Royal Star Logistics LLC, which may include phone calls, text messages, and/or emails for the purpose of providing load details or information related only to specific loads assigned to your company. You may revoke this consent at any time by texting 'STOP' to (772) 356-2777.

Communication consent authorized [Enter Date and Time] by [Carrier Name].

Carrier Operating Areas

Please select all operating areas where you provide service.

Please only select states you actively service. Do not select a state if you have authority but do not actively haul freight to/from that state.

Supplier Diversity Information

Royal Star Logistics LLC - Supplier Diversity Information

Supplier Diversity (Minority, Woman-Owned (M/WBE), Small Business (SBE), or Disadvantaged Small Business (DSBE) Enterprise)

Please indicate if your company qualifies as any of the following:

- Minority-Owned Business (MBE)
- Woman-Owned Business (WBE)

- Small Business Enterprise (SBE)
- Disadvantaged Small Business Enterprise (DSBE)

If applicable, please provide certification or documentation to support your status.

CARB Truck and Bus Compliance

****Truck and Bus Regulation****

Are you California Air Resources Board (CARB) Truck and Bus Regulation compliant?

To declare that you are Truck and Bus compliant, you must have a Certificate of Reported Compliance (see example image) which you will be asked to upload here. CARB Truck and Bus is NOT the same as CARB TRU (Transport Refrigeration Unit) and Drayage regulations.

☐ Yes

☐No

Our records will indicate that your company is not compliant with the CARB Truck and Bus regulation.

Please indicate your reason below:

Submit Application

Thank you for submitting your Registration Request to be set up with Royal Star Logistics LLC.

Our Carrier Resources department will review your request and follow up with registration details and setup instructions.