

KUEHNE+NAGEL



Dear Carrier,

Thank you for your interest in **KUEHNE & NAGEL INC**. To become a part of our team, we require the following documents:

- A completed copy of the enclosed contract
- A completed copy of our carrier profile
- A completed copy of your W-9 form (company name must match the authority document and have a legible tax ID number)
- Copy of Motor Carrier Authority
- Original Certificate of Insurance Listing KUEHNE & NAGEL INC as the certificate holder.

**KUEHNE & NAGEL INC
22 SPENCER STREET
NAUGATUCK, CT 06770**

BROKER – CARRIER AGREEMENT

THIS AGREEMENT is made as of _____, by and between **KUEHNE & NAGEL INC** a Connecticut Corporation, with an address at 22 Spencer street, Naugatuck, CT 06770, a property broker licensed by the U.S. Motor Carrier Safety Administration ("FMCSA") under MC- 154404 ("BROKER") and _____ with an address at _____, a motor carrier licensed by the FMCSA under MC _____ ("CARRIER") (collectively the "Parties").

WHEREAS, BROKER is a licensed logistics service provider arranging for transportation, delivery, shipment and/or distribution of goods, merchandise, freight and property ("Freight") for its customers in the United States ("Customers"); and

WHEREAS, CARRIER is a licensed contract carrier authorized to accept and transport, deliver, ship and/or distribute Freight in the United States;

WHEREAS, the Parties jointly desire to enter into this Agreement so CARRIER can accept and transport, deliver, ship and/or distribute Freight for BROKER'S Customers.

NOW THEREFORE, in exchange for good and valuable consideration, the sufficiency of which is acknowledged, the Parties agree:

Services. From time to time during the term of this Agreement, BROKER will tender to CARRIER its Customers' Freight for transportation, delivery, shipment and/or distribution at rates and with instructions set forth in a Load and Rate Confirmation Sheet ("Load Sheet") issued at the time of tender (the "Services"). The Load Sheet may also include additional services ("Additional Services"). CARRIER has no obligation to accept any tender and BROKER is not obligated to tender to CARRIER any minimum number of deliveries. Upon acceptance of any tender CARRIER agrees to perform the Services and Additional Services, if any, pursuant to this Agreement and any instructions in the Load Sheet. In the event of a conflict between this Agreement and any Load Sheet, the Load Sheet governs.

Carrier Obligations. CARRIER will provide all personnel, motor vehicles, and equipment required to perform the Services and Additional Services and will maintain any required licenses and permits. CARRIER will perform the Services and any Additional Services in good faith and in a timely, diligent, and competent manner in accordance with applicable legal, professional and industry standards and any Load Sheet instructions. CARRIER represents and warrants it is fit, willing, and able to perform the Services and Additional Services. Additional applicable service standards may be described in the Load Sheet. CARRIER is prohibited from "double-brokering" the Services or Additional Services and waives payment for any Services or Additional Services that might be double-brokered. CARRIER must maintain with S&S Brokerage, Inc. DBA S&S Logistics at all times during which any Services or Additional Services are rendered: a copy of its operating authority showing it to be a contract carrier, certificates of insurance in effect as of the date of each shipment, all forms required by the IRS and a signed Transportation Agreement. Failure to provide these documents will result in delays in the payment of all invoices to the CARRIER.

Carrier Operating Authority and Compliance with Law. CARRIER represents and warrants it is duly and legally licensed and qualified to provide the Services and Additional Services. CARRIER further represents and warrants it does not have a conditional or unsatisfactory rating issued from the U.S. Department of Transportation or any other similar regulatory agency, and further agrees to comply with all applicable federal, state, and local laws.

Rates and Charges. The **Load Sheet** sets forth the sole and exclusive basis for any payment to be made to the CARRIER. As a pre-condition to receiving any payment, CARRIER must provide BROKER with a completed invoice including an executed original bill of lading, signed receipts, and signed proof of delivery for each shipment (the "Completed Invoice"). Any per diem invoices must be submitted to BROKER at usateam@datasales-operations.com and carriershelp@datasales-operations.com within **30 days** of the SSL invoice date, in default of which BROKER shall have no obligation to pay. BROKER shall have no obligation to pay any per diem charges resulting from CARRIER's appointment changes. Payment will be made to CARRIER within 30 days of receipt of a Completed Invoice. BROKER is the sole and exclusive source of any payments due pursuant to this Agreement and CARRIER waives any claims it may otherwise have against the Customer for payment for services rendered pursuant to this Agreement. CARRIER is prohibited from communicating with Customer regarding payment for services rendered pursuant to this Agreement.

Waiver of Carrier's Lien. CARRIER shall not withhold any shipment for any reason. CARRIER waives and releases the right to assert any liens against any Services or Additional Services.

Indemnification. CARRIER shall indemnify and hold harmless the Customer and the BROKER from and against any and all claims, demands, direct or indirect damages, causes of action, liabilities, losses, suits, taxes, penalties and fines from any source caused by or resulting from the action or omission of CARRIER or its agents or employees in providing the Services or Additional Services or in failing to comply with any applicable law(s) or regulation(s).

Loss, Damage or Destruction of Freight. CARRIER shall be liable for any loss, damage or destruction of any Freight or bodily injury caused during the rendering of Services or Additional Services. If any Freight is damaged or destroyed, in whole or in part, Customer or BROKER will submit a written claim to CARRIER which shall be paid within thirty (30) days. Upon receipt of a claim for damage or loss to Freight, BROKER reserves the right to suspend any payments due to CARRIER pending investigation of the claim and further reserves the right to assert a set-off against any payments due to CARRIER for any valid damage or loss claims.

Chargebacks. CARRIER is solely and exclusively responsible for any Customer chargebacks resulting from late deliveries or missed appointments provided CARRIER is notified at time of tender that penalties will be in effect.

Effective Date and Term. This Agreement shall commence on the above date and will continue for one (1) year and shall renew automatically for one (1) year terms thereafter, subject to the right of either Party to terminate upon at least 30 days written notice.

Confidentiality. CARRIER shall not disclose (a) the terms of this Agreement including pricing and terms of payment or (b) any proprietary information acquired in the course or performance of this Agreement.

Non-Solicitation by Carrier. During the term of this Agreement and for twenty four (24) months from any termination, CARRIER shall not directly or indirectly render, or solicit to render, any Services or Additional Services to any Customers, in default of which CARRIER shall pay BROKER an amount equal to 20% (twenty percent) of any revenue invoiced to any such Customer for a period of 18 months from the date of the first service rendered. This provision shall survive any termination of this Agreement.

Insurance. CARRIER shall maintain insurance to cover losses that might arise from auto claims, bodily injury, property damage and cargo damage, workers compensation, and any and all other coverage required by state and federal laws and regulations. Minimum coverage levels per incident are:

\$1,000,000	Auto Liability
\$100,000	Cargo Insurance

CARRIER will provide BROKER with a Certificate of Insurance of each policy in force showing BROKER as a certificate holder and additional named insured and including a clause which provides BROKER will be given thirty (30) days written notice prior to any cancellation or material change.

Accident or Breakdown Notification. CARRIER shall notify BROKER by telephone immediately of any accident or breakdown which will impair or delay the Services or Additional Services.

Government Regulations. The Parties mutually represent that each is familiar with all governmental laws and regulations that govern the Services and Additional Services, that each will fully comply with said regulations, and that said duty of compliance shall at all times during the term of this Agreement be a material provision and obligation of each to the other. CARRIER shall provide BROKER with all documents and information necessary to comply with any applicable laws and regulations.

Independent Contractor Relationship. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, franchise, business trust, joint venture, or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever. No relationship of exclusivity shall be construed from this Agreement.

Notices. All notices required by this Agreement must be in writing to the addresses set forth above, e-mail notice being acceptable.

Severability. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall survive in full force and effect and shall constitute the full Agreement between CARRIER and

BROKER.

Choice of Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey. Any legal suit, action, or proceeding arising out of or relating to this Agreement must be instituted in the state or federal courts in New Jersey and each Party irrevocably submits to the exclusive jurisdiction of such courts. The Parties irrevocably and unconditionally waive any right to a trial by jury.

Miscellaneous. This Agreement may be executed in counterparts. This Agreement constitutes the entire agreement between the Parties and supersedes any pre-existing agreements or negotiations. This Agreement may not be assigned, sub-contracted or brokered and may only be amended by a writing signed by both Parties. No waiver of any provision of this Agreement is effective unless in writing signed by BROKER. The Parties have been represented by counsel in the negotiations and preparation of this Agreement; therefore, this Agreement will be deemed to be drafted by the Parties collectively and no rule of construction will be invoked respecting the authorship of this Agreement.

Record Retention. CARRIER and BROKER agree to maintain their records of Services and Additional Services tendered and rendered pursuant to this Agreement for three (3) years from the last Services or Additional Services rendered.

IN WITNESS WHEREOF, the undersigned individuals have executed this Agreement the day and year herein above written and by doing so, represent and warrant that they accept and agree to the terms contained herein and have been or are specifically authorized to do so on behalf of the organization they represent.

The parties agree that any party's electronic signature, whether typed, digital or encrypted, included in this Agreement is intended to authenticate this writing and to have the same force and effect as manual signatures.

BROKER: KUEHNE & NAGEL INC
22 SPENCER STREET
NAUGATUCK, CT 06770

CARRIER:

Print Name : _____

Print Name : _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

CARRIER PROFILE

A. Carrier Information

Carrier Name: _____

Physical Address: _____

City, State, Zip: _____

Contact Name, Title: _____

Phone# _____ Fax# _____

Company email: _____ Password: _____

EIN #_____

MC #_____

DOT #_____

SCAC #_____

B. Insurance Information

Insurance Agent's Name: _____

Insurance Agent's Phone# _____ Fax# _____

C. Factoring Company or Payment Remit to Information

Factored? () Yes () o

Company Name: _____

Company Address: _____

City: _____ State: _____, Zip code: _____

Contact Name: _____ Phone# _____ Fax# _____

D. Equipment and Fleet Information

Type	Dimension	Quantity	# Of Drivers	# Of Tractors	# Of Trailers
Van					
Reefer					
Flatbed					
Step					
DD					
RGN					
Others					

E. Lane Preferences / Area Served:

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.



United States Department of Transportation Federal Motor Carrier Safety Administration

Trust Fund Agreement Account Number: **00766175**

Broker's or Freight Forwarder's Trust Fund Agreement under 49 U.S.C. 13906 or Notice of Cancellation of the Agreement

FORM BMC-85

KNOW ALL MEN BY THESE PRESENTS, that we,

KUEHNE & NAGEL INC

(Name of Broker or Freight Forwarder)

of 22 SPENCER STREET
(Street)

NAUGATUCK
(City)

CT
(State)

08830,
(Zip)

as TRUSTOR (hereinafter called Trustor), and Pacific Financial Association, Inc.,
(Name of Trustee)

a financial institution created and existing under the laws of the State of California as TRUSTEE (hereinafter called Trustee)
(State)

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 Broker or a Freight Forwarder 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 Broker or a licensed Freight Forwarder 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 Seventy-Five Thousand Dollars (\$75,000) for a Broker or Freight Forwarder, 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 Seventy Five Thousand Dollars (\$75,000) for a Broker or Freight Forwarder, 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 Seventy-Five Thousand Dollars (\$75,000) Brokers or Freight Forwarders, Trustor shall, within thirty (30) days, replenish the trust fund up to Seventy-Five Thousand

Dollars (\$75,000) Brokers or Freight Forwarders by paying to the Trustee a sum equal to the difference between the existing corpus of the trust fund and Seventy-Five Thousand Dollars (\$75,000) Brokers or Freight Forwarders.

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 Arizona, to the extent not inconsistent with the rules and regulations of the FMCSA.

This trust fund agreement is effective day 16 of November 2011, 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 Principal and Surety have executed this instrument on day 23 of August 2021.

PRINCIPAL

BROKER: KUEHNE & NAGEL INC
DBA
COMPANY NAME

22 SPENCER STREET, NAUGATUCK
STREET ADDRESS, CITY

CT, 06770, 712-526-6303
STATE, ZIP PHONE

Onkar Singh
(type or print Principal officer's name)

Onkar Singh
(Principal officer's signature)
Harinder Singh
(type or print Witness' name)

Harinder Singh

(Witness' signature)

NOTICE OF CANCELLATION

This is to advise that the above Trust Fund Agreement executed on the _____ day of _____, _____ is hereby cancelled 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

TRUSTEE

Pacific Financial Association, Inc.
COMPANY NAME

12707 High Bluff Dr. Ste. 200, San Diego
675((7 \$"5(66
CITY

CA, 92130, 800-595-2615
67\$7(=,3
PHONE

Daniel J. Larson, CEO
(type or print Principal officer's name and title)



Susan M. Griffin
(type or print Witness' name)



(Witness' signature)

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.

