



PLEASE FORWARD:

**AUTHORITY
(US and/or CDN)**

W9

INSURANCE CERTIFICATE

VEHICLE SCHEDULE

C-TPAT/ SVI#



333 Decarie Blvd, #220
Montreal, QC, Canada
H4N 3M9
www.flstransport.com

Tel.: (514) 739-0939
1-800-739-0939
Fax: (514) 739-8113
1-800-243-1775

CARRIER PROFILE

COMPANY NAME:	R Trading Inc	PRIMARY CONTACT:	TBS
PHYSICAL ADDRESS:	23636 Michigan Avenue #482, Dearborn, MI 48124, USA	REMIT ADDRESS:	PO Box 210513 Kansas City, MO 64121

TELEPHONE:	(313) 208-7459	FAX #	(313) 208-7459
AFTER HOURS #	(313) 208-7459		

MC #	846309	FEIN #	
CDN AUTHORITY		SCAC CODE:	

No of TRACTORS	10	53' REEFER	
No of TRAILERS	11	53' FLATBED	
No of O/O	4	48" DRY	
53" DRY VAN	11	48' REEFER	

OTHER	
-------	--

BROKER REF:

COMPANY NAME	Coyote	COMPANY NAME	Echo
CONTACT	Jillian	CONTACT	Blake
TELEPHONE #	773-365-6463	TELEPHONE #	312-784-6929

COMPANY NAME		CTPAT	
CONTACT		SVI #	
TELEPHONE #			

SMARTWAY MEMBER: YES ☐
NO ☐

AREAS SERVICED	Detroit



AGREEMENT FOR MOTOR CONTRACT CARRIER SERVICES

THIS AGREEMENT ("Contract") is made and entered into this ____ day of ____ 20__, by and between FLS Transportation Services (USA), Inc., a Delaware corporation ("Broker"), and _____ a company with its principal place of business at _____ (Street address), _____ (City), _____ (State) _____ (Zip) ("Carrier"). The foregoing named parties are sometimes subsequently referred to herein collectively as "the Parties" and individually as "the Party."

RECITALS

WHEREAS, Carrier is a motor contract carrier of property, duly registered with the Federal Motor Carrier Safety Administration ("FMCSA") in Docket No. MC-_____, and is engaged in the business of transporting property by motor vehicle in interstate, intrastate, and foreign commerce;

WHEREAS, Broker is duly registered as a property broker with the FMCSA in Docket No. MC # 208433 and arranges transportation of property by motor carriers for its customers; and

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises contained herein, the Parties agree as follows:

TERMS AND CONDITIONS

1. Contract Term and Termination. This Contract shall be effective as of the date written above and shall remain in effect until terminated in the manner provided herein. Either Party shall have the right to terminate this Contract at any time upon thirty (30) days' prior written notice to the other Party.

2. Shipments to be Tendered by Broker. Broker hereby agrees to tender shipments to Carrier as Broker's needs require for transportation in interstate, intrastate or foreign commerce, and Carrier hereby agrees to transport such shipments in accordance with the terms and conditions stated in this Contract. The Parties acknowledge and agree that this is not an exclusive arrangement, meaning that Broker shall not be required to submit any or all of its transportation requirements to Carrier, and Carrier may provide transportation services to other customers, provided that Carrier complies with Paragraph 22 of this Contract. Each shipment tendered by Broker and accepted for transportation by Carrier shall be confirmed via a "Master Load Tender Confirmation" ("Load Confirmation"). Each Load Confirmation shall be governed by the terms and conditions of this Contract.

3. Determination of Carrier's Compensation. Carrier shall seek payment for services rendered hereunder solely and exclusively from Broker, and 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. Broker shall compensate Carrier as set forth below:

a. Broker shall pay Carrier in accordance with rates and charges set forth in the Load Confirmation, which rates and charges are mutually agreed upon and apply to all shipments tendered under this Contract.

b. With respect to its rates and charges, Carrier agrees that the Load Confirmation shall control and that none of its tariffs, circulars, pricing authorities, and/or similar documents shall apply to the transportation services rendered hereunder, unless such tariff, circular, pricing authority, or similar document is expressly incorporated into this Contract, or into a Load Confirmation, by a writing signed by FLS.

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4. Payment of Compensation.

a. Except as provided in 4.b. and c., below, Broker shall pay compensation to Carrier, as set forth in Paragraph 3, hereof, within thirty (30) days of its receipt of Carrier's invoice. Each invoice submitted by Carrier shall be accompanied by the bill of lading and delivery receipt for the shipment covered by the invoice, showing delivery without loss, damage, or delay. Carrier, on its own behalf and on behalf of any factoring company, (i) waives and relinquishes any and all rights to claim, demand, or seek payment from any person other than Broker for any shipment tendered hereunder; (ii) agrees not to contact Broker's customers, consignors, consignees or any party other than Broker concerning payment for transportation services; and (iii) agrees to indemnify, defend, and hold Broker, its customers, consignors, and consignees harmless from any losses, harm, injuries, damages, claims, costs, expenses, and liabilities (including reasonable attorneys' fees and other costs of litigation, including expert witness fees) (collectively, "Damages"), arising from any claim or demand made by any of Carrier's subcontractors, factoring companies, or other parties for payment for transportation services related to a shipment tendered hereunder.

b. Carrier shall have the option of utilizing Broker's Quick Pay Application, which is attached and incorporated herein as Addendum A. Pursuant to Broker's Quick Pay Application, Broker shall pay the Carrier's invoice by direct deposit into the Carrier's bank account within 48 hours of Broker's receipt of a Quick Pay Application, provided that the Carrier has fully complied with all of the Quick Pay terms as set forth in Addendum A, including but not limited to, having submitted to Broker all documents pertaining to the load (invoice, bills of lading, delivery receipts, etc.) for the shipment covered by the invoice, showing delivery without loss, or delay. By utilizing Broker's Quick Pay Application, Carrier agrees that its invoice will be discounted by 5%. Carrier shall not be eligible for Broker's Quick Pay Application in the event that Paragraph 4.c. is applicable.

c. Broker may withhold and offset any compensation owed to Carrier (i) on any occasion when a shipment tendered hereunder is lost, damaged, or delayed in transit; (ii) to satisfy any unpaid debt owed by Carrier to Broker; or (iii) to satisfy any un-reimbursed advance made to Carrier, or on its behalf. Withholding and offsetting of compensation shall not allow, permit, or entitle Carrier or its factoring companies to seek payment from Broker's customers, consignors, consignees, or any other third party.

d. Any civil action by Carrier to recover for freight charges must be filed by Carrier within one (1) year of the date of delivery of the shipment giving rise to the claim, otherwise, Carrier waives its right to such payment. Any other actions for breach of this Contract shall be filed within three (3) years of the date of the delivery of the shipment giving rise to the claim. This Section 4 shall survive termination of this Contract.

5. Carrier's Operating Authority. Carrier represents and warrants that it is a motor contract carrier of property holding current and valid operating authority from the FMCSA and that all transportation performed hereunder shall be contract carriage. At all times, Carrier represents and warrants that it shall have and maintain such FMCSA authority and any other registrations, licenses, or authorities issued by state or local governments that are applicable to, or necessary for its operations hereunder. To the extent that Carrier performs services within, or to or from Canada or Mexico, under this Contract; it represents and warrants that it holds any necessary operating authorities under applicable laws, regulations, or rules. Carrier shall notify Broker immediately of any suspension, termination, or revocation of any operating authority, in which event Broker shall have the right to terminate this Contract immediately upon written notice to Carrier.

6. Drivers, Equipment, and Safety.

a. Carrier represents and warrants that its drivers are properly trained, licensed, qualified, and competent to operate the motor vehicles used to transport shipments tendered by Broker.

b. At its own expense, Carrier shall provide and maintain all equipment required for the services requested by Broker and represents and warrants that its equipment is (i) clean; (ii) in good operating condition

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and repair; (iii) in compliance with all federal and/or state laws, regulations, and rules; (iv) suitable and properly configured to safely load, transport, and unload each shipment tendered hereunder; and (v) all equipment provided for the transportation of food, food grade products, or cosmetics shall comply with the requirements of The Sanitary Food Transportation Act or any other applicable laws or regulations governing the transport of said products, and equipment so provided shall not have been used to carry waste, garbage, hazardous materials, or any other commodity that might adulterate or contaminate food, food products, or cosmetics.

7. Performance and Delivery Time. Carrier represents and warrants that it shall transport each shipment tendered hereunder to its specified destination with reasonable dispatch and without delay caused by anything within Carrier's control. However, Carrier shall not violate any law, rule, or regulation pertaining to highway or motor vehicle safety in order to make timely delivery of a shipment. Carrier shall have sufficient information technology capabilities and resources to provide real-time shipment tracking to Broker upon request.

8. Compliance with Laws. Carrier represents and warrants that it shall comply with all foreign, federal, state, and local laws, regulations, and rules applicable to its operations and its performance of services under this Contract, including without limit those pertaining to safety, hazardous materials, and the environment. In particular, but without limitation, Carrier represents and warrants that it shall observe and obey all laws, regulations, and rules pertaining to load securement, weight restrictions, speed limits, routing restrictions, hours of service, controlled substances testing, driver training and qualifications, vehicle inspection, and/or safe operation of motor vehicles. During performance hereunder, Carrier shall maintain a "satisfactory" USDOT safety rating, or, as the case may be, a similar rating for Canadian or Mexican operations. Carrier shall be solely responsible for, and shall bear any fines, penalties, costs, or expenses arising from any failure to comply with the requirements of this Paragraph.

9. Broker's Compensation. Carrier shall not claim or demand, in whole or in part, any commissions earned by Broker on shipments tendered hereunder. Broker shall not be required to disclose the amount of its commission to Carrier, and Carrier shall not attempt to ascertain the amount of such commission from any person. This Paragraph shall survive termination of this Contract.

10. Independent Contractor. Carrier is an independent contractor and shall exercise exclusive control, supervision, and direction over (i) the manner in which transportation services are provided; (ii) the persons engaged in providing transportation services, including its drivers; (iii) the manner in which the Carrier pays its driver; and (iv) the equipment and route selected and used to provide transportation services. Any persons employed by Carrier under this Contract are subject to the direct control and supervision of the Carrier, and not of Broker. None of Carrier's employees, subcontractors, agents or other persons providing transportation services shall be, or shall deemed to be, the employee, subcontractor or agent of Broker for any purpose whatsoever, and Broker shall have no duty, liability or responsibility, of any kind, to or for the acts or omissions of Carrier or its employees, subcontractors, agents or other persons providing transportation services, or any of them. Carrier agrees to defend, indemnify and hold Broker harmless from any Damages with respect to any and all claims of any kind based on any act or omission of Carrier or its employees, drivers, subcontractors, agents or other persons providing transportation services. Carrier shall have full responsibility for the payment of federal, state, and local payroll taxes, workers compensation, social security, and similar withholdings for its employees, drivers, agents, subcontractors and all other persons performing transportation services. This Contract does not create, nor shall it be deemed to create a partnership, joint venture, or agency relationship between Broker and Carrier. This Paragraph shall survive termination of this Contract.

11. Carrier's Cargo Liability and Claims.

a. Carrier shall have sole and exclusive care, custody and control of each shipment tendered by Broker from the time of pick-up until completion of delivery of the shipment to the consignee. Carrier shall be liable to Broker's customer, or to Broker, as assignee of the claim, for loss or theft of, and damage to shipments, and for delayed deliveries. However, Carrier shall not be liable for loss, damage, or delay caused solely by an

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inherent defect in the product/goods being shipped, or the negligence of Broker or its customer, in which case Carrier shall have burden of proving applicability of the exception.

b. Carrier shall be liable for the full, actual value of each shipment transported hereunder, which shall be the invoice price of the goods comprising the shipment at destination. No released value or other limitation of liability shall be valid or enforceable against Broker or its customer unless expressly agreed to by Broker in a signed writing separate from any bill of lading or other delivery receipt issued by Carrier. The limit set by Carrier's cargo insurance policy shall not limit, or be deemed to limit Carrier's liability on any shipment accepted hereunder.

c. Broker or its customer shall file a written claim (i) for loss, theft or damage to shipments, and (ii) for delay (or non-delivery). Broker or its customer shall support any claim with pertinent documents, provided that failure to supply such documents shall not affect the validity of the claim. Within thirty (30) days of receiving a claim from Broker or its customer for loss, theft, damage, or delay, Carrier shall pay or deny the claim (in which case the reasons for denial shall be fully explained), or make a firm compromise offer.

d. In the event branded or labeled goods are damaged, Broker's customer may decide in its sole discretion, whether the goods may be salvaged, and if salvageable, the value of such salvage. Any salvage receipts shall be deducted from the amount of the claim against Carrier. If Carrier pays the full, actual value of the damaged goods and requests possession of the goods for salvage, then customer shall have the right to remove all identifying marks or labels. Alternatively, the goods shall be permanently marked as "damaged" or similarly noted, in which case neither Broker nor its customer shall bear any cost or expense of such notation. This Section 12 shall survive termination of this Contract.

12. Carrier's Insurance. Before the first shipment under this Contract, Carrier shall obtain, and thereafter maintain, at its own expense, the following minimum insurance during the term of this Contract, naming Broker as an additional insured and certificate holder: (a) Cargo loss: Minimum \$100,000 per shipment; (b) Public and general liability: Minimum \$1,000,000 per occurrence; (c) Automobile liability: Minimum \$1,000,000 per occurrence; (d) if refrigerated products require a refrigerated unit Reefer breakdown: Minimum \$100,000 per shipment; and (e) Worker's compensation: as required by law. Carrier shall provide current certificates of the foregoing insurance to Broker before the first shipment under this Contract, and, if requested, copies of the underlying policy(ies). At any time during the term hereof, Broker may request, and Carrier shall provide suitable proof of insurance coverage policy(ies). Such policy(ies) shall not be canceled or changed in form without at least thirty (30) days written notice to Broker. Broker may terminate this Contract immediately in the event the aforementioned policy(ies) are canceled or materially changed. Carrier further agrees to procure and maintain any and all insurance required by federal, state, local, or to the extent applicable, foreign laws. Carrier's insurance coverage shall not exclude any claim, loss, injury, damage, or liability related to transportation of hazardous materials, loading or unloading operations, vehicle or trailer theft, or specific classes or kinds of goods, and Carrier shall not invoke any such exclusion in order to avoid liability, responsibility, or obligation, arising hereunder. Despite the foregoing, Broker may require Carrier to procure insurance with higher limits, if Broker deems it necessary given the shipment tendered to Carrier.

13. Carrier's Indemnification. Carrier shall indemnify, defend, and hold Broker, its customers, consignors, and consignees, and their respective officers, directors, employees and agents harmless from and against any and all Damages arising from, or in connection with (a) Carrier's breach of this Contract, and (b) the services provided by Carrier, its employees, agents, and contractors, unless resulting exclusively from the negligence of Broker or its customer. This Paragraph shall survive termination of this Contract. In the event Broker initiates litigation against Carrier arising from Carrier's breach of this contract, Broker shall be entitled to recover its reasonable attorneys' fees if Broker prevails in such litigation.

14. Bills of Lading/Receipts. Carrier shall issue and sign a standard bill of lading or similar receipt ("Receipt") acceptable to Broker and Broker's customer upon acceptance of a shipment for transportation. The

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terms and conditions of such Receipt shall not modify, supplement, or supersede the terms and conditions of this Contract, unless specifically agreed to by Broker in a separate signed writing, apart from the Receipt. Carrier's issuance and execution of the Receipt shall constitute prima facie evidence that Carrier received the shipment in good order and condition, unless exceptions are specifically noted. Carrier shall submit an original copy of the Receipt to Broker evidencing delivery of the shipment, unless otherwise instructed by Broker, in which case Carrier shall retain custody of the Receipt and provide it to Broker upon request. Carrier assumes all risks and liability arising from its loss of any Receipt issued hereunder. This Paragraph shall survive termination of this Contract.

15. Subcontractors. Carrier shall not co-broker or subcontract any shipment tendered hereunder without first obtaining prior written authorization from Broker. Carrier shall remain fully liable to Broker under the terms of this Contract for any work or service performed by any of its agents or subcontractors in connection with a shipment tendered hereunder, whether the agent or subcontractor is known or unknown to Broker. Carrier shall indemnify, defend, and hold Broker and its customer harmless from and against any Damages of any kind made by or against any such agent or subcontractor. On any occasion when Carrier seeks to co-broker or subcontract a shipment by seeking prior written authorization from Broker, it shall provide proof of the subcontracting carrier's operating authority, its "satisfactory" safety rating, and its insurance in the forms and amounts required of Carrier in Paragraph 13 hereof. This Paragraph shall survive termination of this Contract.

16. Communications. Carrier and Broker shall seek to communicate by the most efficient means to exchange information useful or necessary to achieve for performance of this Contract. Such means shall include without limit telephone, fax machine, e-mail, Internet, electronic funds transfer, EDI, and satellite.

17. Assignment. This Contract may be assigned only upon the express written consent of both Parties, which consent may be withheld for any reason. If assigned pursuant to the terms of this Paragraph, then this Contract shall inure to the benefit and be binding upon the assignee. Any assignment that is not in full conformity with this Paragraph shall be null and void.

18. Notices. Except for routine communications made in the course of performance of this Contract, all notices shall be in writing and delivered by facsimile, certified mail, or express mail. Notices transmitted by facsimile shall be deemed received as of the date and time of sender's fax transmission report indicating successful transmission. Notices transmitted by certified mail or express mail shall be deemed received as of the date and time signed for by recipient. Notices shall be addressed as follows:

To Broker: FLS Transportation Services (USA), Inc.
333 Decarie Blvd., Suite 250
Montreal, QC H4N 3M9
Attention: Carrier Relations

To Carrier: Carrier Name R Trading Inc
Address 23636 Michigan Avenue #482,
City, State, Zip Dearborn, MI 48124, USA
Attention: _____

19. Force Majeure. Each Party shall be relieved of its respective obligations under this Contract for the duration of any force majeure, which shall include acts of God, flood, earthquake, hurricane, tornado, acts of a public enemy, acts of terror, war, insurrection, sabotage, labor disturbance, governmental order or decree, or similar unusual events beyond the reasonable control of the Party. The Party experiencing a force majeure shall provide written notice to the other Party within three (3) days of the onset of the event and again within five (5)

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days of termination of the event. The initial notice shall fully describe the force majeure, including its cause and likely duration.

20. No Lien. Carrier shall not have and shall not assert any lien on any shipment tendered hereunder by Broker. This Paragraph shall survive termination of this Contract.

21. Confidentiality. Carrier agrees that all of Broker's business, proprietary, and/or non-public information (including, but not limited to, Broker's customer information, customer lists, and shipment information), (a) will be kept confidential by Carrier and its employees, directors, officers and agents ("Representatives"); (b) without limiting the foregoing, will not be disclosed by Carrier or its Representatives to any person whomsoever except with the specific prior written consent of Broker or except as expressly otherwise permitted by this Contract; and (c) will not be used by Carrier or its Representatives in any way that is detrimental to Broker. This obligation shall not prevent disclosure of information (a) as required by law; (b) that was or becomes generally available to the public other than as a result of a disclosure by Carrier or its Representatives; or (c) to Carrier's employees, agents or representatives as necessary to assist with the performance of this Contract. Prior to any disclosure pursuant to (a) above, Carrier shall provide Broker with at least ten (10) days advance written notice. This Paragraph shall survive termination of this Contract.

22. Non-Solicitation. During the term of this Contract and for a period of one (1) year following its termination, Carrier shall not provide transportation services or related services to any of Broker's customers for which Carrier has provided services under this Contract, unless the shipments are tendered by Broker; provided, however, this provision shall not apply if Carrier has conducted business with such customer during the two years before Broker first tendered shipments to Carrier for such customer. If Carrier breaches the foregoing requirement, then it shall be liable for and shall pay liquidated damages to Broker equal to the amount of twenty percent (20%) of its gross revenue for all shipments transported in violation of this Paragraph. The Parties agree that the remedy provided in this Paragraph is reasonable, and shall not limit or exclude any other rights and remedies available to Broker. For purposes of enforcing this Paragraph, Broker shall have the right to inspect Carrier's records and books, during regular business hours, upon ten (10) days prior written notice. This Paragraph shall survive termination of this Contract.

23. Non-Exclusivity. Nothing in this Contract is intended to require Broker to use only the services of Carrier or to require the Carrier to provide services only to Broker. Carrier, though, is required to comply with Paragraph 22 of this Contract.

24. Severability. In the event that the operation of any part of this Contract is determined by a court of competent jurisdiction to result in a violation of any foreign, federal, state or local law or regulation, the Parties agree that such part shall be severable as to the jurisdiction in which the operation results in a violation and that the remaining parts of this Contract shall continue in full force and effect. This Paragraph shall survive termination of this Contract.

25. Waiver. The failure of either Party to enforce any right, privilege, or obligation established by this Contract on any occasion, or number of occasions, shall not constitute, or be deemed to constitute a waiver or relinquishment of such right, privilege, or obligation. To the fullest extent allowed by law, rights, privileges, and obligations created hereunder shall remain effective and enforceable by the Parties. This Paragraph shall survive termination of this Contract.

26. Entire Agreement and Merger. This Contract, the Appendices attached hereto, and any Load Confirmations constitute the entire agreement between the Parties, and supersede all previous communications, statements, representations, writings, and instruments with respect to the subject matter hereof. This Contract may be modified, supplemented, or amended only through a writing executed and agreed to by the Parties.

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27. Secured Load Policy. As set forth on Appendix B to this Contract, which Appendix is attached hereto and incorporated herein, this Contract has a secured load policy in place for all loads that are to be secured with seals or padlocks and Carrier must adhere to these strict secured load policies set forth by Broker during the term of the Contract. Secured loads are to be treated with the highest priority in maintaining the integrity of the load as well as protecting the product from adulteration. The Secured Load Policy in Appendix B provides further explanation.

28. Choice of Law. This Contract shall be governed by and construed in accordance with the laws of the State of Kansas without regard to rules relating to conflict of laws. Any lawsuit concerning the interpretation, performance, enforcement of this Contract shall be brought in either the state or federal courts located in Jackson County, Missouri, or Wyandotte County, Kansas, and the Parties irrevocably consent to the jurisdiction of such courts. This Paragraph shall survive termination of this Contract.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed as of the date and year first written above.

R Trading

Carrier

By:

T Rochester
(Must be signed by an officer)

By:

Torrey Rochester
(Please print)

TITLE:

Authorized Agent

DATE:

10/22/14

FLS Transportation Services (USA), Inc.

By:

(Company officer)

By:

(Please print)

TITLE:

DATE:

Carrier Initial R
Date 10/22/14

APPENDIX B

SECURED LOAD POLICY

Companies are taking extra precautions regarding contamination of their products - beginning with raw materials that are transported.

If upon delivery by Carrier, the trailer seal is broken without the receiver's authorization, they may consider the product possibly damaged and/or tampered with. Their Quality Control (QC) and/or Quality Assurance (QA) people may be called and the shipment(s) may be refused for non-compliance of "TRUCK DRIVER SEAL RESPONSIBILITY" as outlined below.

CARRIER REPRESENTS AND WARRANTS THAT IT WILL TELL ITS DRIVERS NOT TO BREAK ANY SEAL AT ANY TIME AND THAT THE RECEIVER IS THE ONLY PERSON ALLOWED TO BREAK SEALS. IF THERE IS SOMEONE REQUESTING A DRIVER TO BREAK A SEAL OR ANYONE ELSE BREAKS THE SEAL – THE TRUCK DRIVER AND CARRIER ARE TO CONTACT FLS IMMEDIATELY.

Carrier represents and warrants that it will comply with the following "TRUCK DRIVER SEAL RESPONSIBILITY" policy. Please sign and fax back to **866-954-8854**.

- DRIVERS MUST VERIFY SEAL # UPON LOADING AND VERIFY # MATCHES SEAL # ON BOL.
- DRIVERS MUST CALL IN SEAL # PRIOR TO LEAVING SHIPPER AT **877-584-8202 (24hrs)**
- DRIVERS MUST CHECK CALL DAILY AND VERIFY SEAL IS STILL IN TACT
- DRIVERS MUST CALL IN UPON DELIVERY; VERIFYING SEAL WAS BROKEN ONLY BY RECEIVER AND SEAL # MATCHED # ON BOL.

In the event of a broken security seal, the load may be turned away and rejected by the consignee. This includes unreadable numbers or non-matching numbers with the BOL. The receiving manager will be notified along with the carrier's dispatcher and a representative from the facility where the load originated.

Pertaining to an inspection where the seal must be broken, the truck driver is responsible to have the authorities indicate, **by stating directly on the BOL**, that the seal was broken in their presence.

THE FOLLOWING INFORMATION MUST BE CALLED IN IMMEDIATELY TO **FLS** at **877-584-8202**:

- LOCATION OF SEAL BEING BROKEN
- AGENT/ OFFICER NAME
- AGENT/OFFICER BADGE NUMBER
- PHONE NUMBER OF AGENCY AND/OR LOCAL AUTHORITY

Truck driver is responsible to have the authorities re-seal the truck with their authorized own seal and identify doing so directly on the BOL.

If seal must be broken for any reason – truck driver and carrier are responsible to contact 24-hour on-call person at **FLS** immediately at **(877) 584-8202**.

This process will help secure all products during transportation and will remove all unnecessary risks to the customers, suppliers, carriers, and **FLS**. We appreciate your cooperation.

Signed By: T Rochester
Name: Torrey Rochester

Broker Name: FLS Transportation Services (USA), Inc.
Title: Director Carrier Relations

Carrier Name: R Trading
Signature: T Rochester

Date: 10/22/14

Print Name: Torrey Rochester

Title: Authorized Agent

Carrier Initial T
Date 10/22/14



QUICK PAY APPLICATION

CARRIER INFORMATION			
COMPANY NAME			
ADDRESS			
TELEPHONE #		FAX #	
YEAR STARTED		MC#	

AUTHORIZATION			
OFFICER NAME			
EMAIL		TITLE	
PLEASE SELECT OPTION A OR B			
A		QUICK PAY 5% PAYMENT IN 48-72 HOURS	
B		QUICK PAY 2.5% PAYMENT IN 7 DAYS	
** A copy of a voided <u>company</u> check is <u>required</u> for Option A - 5% fee **			

TERMS AND CONDITIONS
<ol style="list-style-type: none"> 1. A completed Quick Pay Application must be received by FLS with a copy of a voided company check; as well FLS must have on file a copy of our carrier contract signed by an officer of your company 2. Failure to submit appropriate documentation will result in a delay of payment 3. Carrier must provide FLS with all documents pertaining to the load (invoice, Bills of lading, delivery receipts, etc) for the shipment, showing delivery without loss, damage or delay. POD's must be legible and without overages, shortages or damages and must have the receiver's signature or stamp 4. All payments made will reflect the carrier's invoice is discounted by 5% or 2.5% accordingly for utilizing FLS's Quick Pay service 5. In order for processing of the invoices, FLS must receive the above mentioned documents by fax @ 866-954-8756 <u>OR</u> email QPPOD@flstransport.com <p style="margin-top: 10px;">FLS will hold all of the above information provided in the strictest confidence. Such information will only be utilized by FLS to make eligible payments to the applicant as agreed for transactions requested to be "Quick Pay"</p>

Signature

Date

INTERSTATE COMMERCE COMMISSION
LICENSE

SERVICE DATE

MAR 22 1991

No. MC 208433

156395 CANADA INC.
d/b/a FLS TRANSPORTATION SERVICES REG'D.
VILLE MONT-ROYAL, QC, CD

This License is evidence of the applicant's authority to engage in operations as a broker.

This authority will be effective as long as the broker maintains compliance with the requirements pertaining to insurance coverage for the protection of the public (49 CFR 1043) and the designation of agents upon whom process may be served (49 CFR 1044). Applicant shall also render reasonably continuous and adequate service under this authority. Failure to meet these conditions will constitute sufficient grounds for the suspension, change, or revocation of this authority.

This authority is subject to any terms, conditions, and limitations as are now, or will be, attached to this privilege.

The service to be performed is described on the reverse side of this document.

By the Commission.

(SEAL)

SIDNEY L. STRICKLAND, JR.
Secretary

NOTE:

If there are any discrepancies regarding this document, please notify the Commission within 30 days.

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To engage in operations, in interstate or foreign commerce, as a broker of general commodities (except household goods), between points in the U.S.



333 Decarie Blvd, #220
Montreal, QC, Canada
H4N 3M9
www.flstransport.com

Tel: (514) 739-0939
1-800-739-0939
Fax: (514) 739-8113
1-800-243-1775

FLS Information & References

Company Information:

- Incorporated since 1987
- Primary business is load brokerage
- US EIN# 98-0205796
- DUNS # 247394257
- MC# 208433
- **INSURANCE AGENT:** AON Reed Stenhouse - (514) 840-7825

Payables Information:

- All Invoices must have our carrier confirmation #
- All invoices must be accompanied with an original POD
- Generally all invoices are paid net 30 days from receipt of original POD and carrier invoice.
- Payables contact: AP@ flstransport.com

Bank Information:

TD Commercial Banking
999 de Maisonneuve Ouest
Bureau 200
Montreal, Quebec H3A 3L4
Account Manager: Fabrice Bokobza
Tel: (514) 289-8095

PNC Bank
1 South Range Line Road
Suite 110
Carmel, IN 46032
Account Manager: Wendy Witcher
Tel: (317) 574-0166

Trade References:

US Xpress Inc.
PO Box 403713
Atlanta, GA 30384
800-700-0654

System Transport Inc
PO Box 3456
Spokane, WA 99220
800-541-4213

Landstar Ranger
PO Box 19139
Jacksonville, FL 32245
816-559-8935

Amex Freight Inc
461 Patillo Rd –RR 1
Tecumseh, ON N8N 2L9
519-726-4444

If you should require any further references, please do not hesitate to contact us.

FLS Transportation Services Inc.

Nick Gerasimow - CFO

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B.M.C. 84
(10/98)

Approved by OMB
2125-0570

Filer FHWA
ACCOUNT NO 28318

License No.
MC- 208433

PROPERTY BROKER'S SURETY BOND UNDER 49 U.S.C. 13906

KNOW ALL MEN BY THESE PRESENTS, That we FLS Transportation Services Inc.
(Name of Property Broker)

of 333 Decarie Blvd #250, Saint Laurent, QC, H4N 3M9 Canada
(Street) (City) (State) (ZIP Code)

as PRINCIPAL (hereinafter called Principal), and Southwest Marine and General Insurance Company a corporation,
(Name of Surety)

or a Risk Retention Group established under the Liability Risk Retention Act of 1986, Pub. L. 99-563, created and

existing under the laws of the State of Arizona (hereinafter called Surety) are held and
(State or District of Columbia)

firmly bound unto the United States of America in the sum of \$75,000, for which payment, well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is or intends to become a Broker pursuant to the provisions of Title 49 U.S.C. 13903, and the rules and regulations of the Federal Highway Administration relating to insurance or other security for the protection of motor carriers and shippers, and has elected to file with the Federal Highway Administration such a bond 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 therefore, and

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

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall pay or cause to be paid to motor carriers or shippers by motor vehicle any sum or sums for which the Principal may be held legally liable by reason of the Principal's failure faithfully to perform, fulfill and carry out all contracts, agreements, and arrangements made by the Principal while this bond is in effect for the supplying of transportation subject to the ICC Termination Act of 1995 under license issued to the Principal by the Federal Highway Administration, then this obligation shall be void, otherwise to remain in full force and effect.

The liability of the Surety shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the aggregate to the penalty of the bond, but in no event shall the Surety's obligation hereunder exceed the amount of said penalty. The Surety agrees to furnish written notice to the Federal Highway Administration forthwith of all suits filed, judgments rendered, and payments made by said Surety under this bond.

This bond is effective the 2nd day of April, 2013, 12:01 a.m., standard time at the address of the Principal as stated herein and shall continue in force until terminated as hereinafter provided. The principal or the Surety may at any time cancel this bond by written notice to the Federal Highway Administration at its office in Washington, D.C., such cancellation to become effective thirty (30) days after actual receipt of said notice by the FHWA on the prescribed Form BMC-36, Notice of Cancellation Motor Carrier and Broker Surety Bond. The Surety shall not be liable hereunder for the payment of any damages hereinbefore described which arise as the result of any contracts, agreements, undertakings or arrangements made by the Principal for supplying of transportation after the termination of this bond as herein provided, but such termination shall not affect the liability of the Surety hereunder for the payment of any such damages arising as the result of contracts, agreements, or arrangements made by the Principal for the supplying for transportation prior to the date such termination becomes effective.

The receipt of this filing by the FHWA certifies that a broker Surety Bond has been issued by the company identified above, and that such company is qualified to make this filing under Section 387.315 of Title 49 of the Code of Federal Regulations.

Falsification of this document can result in criminal penalties prescribed under 18 U.S.C. 1001.

IN WITNESS WHEREOF, the said Principal and Surety have executed this instrument on the 2nd day
of April, 2013.


PRINCIPAL

Name: FLS Transportation Services Inc.

By


Michael Flinker/President

Witness


G. Thomson

SURETY

Name: Southwest Marine and General Insurance Company

By



Lisa Gelsomino, Attorney-in-Fact

Witness



