

Modern Business Service Systems, Inc.

MC: 178276 DOT: 2219544 CAGE Code: 5QU60 SCAC: MBNS Fed ID: 93-0876705

Fax documents to: (503) 630-5066

Email Documents To: dispatch@modernbiz.com

Billing Documents & Inquiries to: billing@modernbiz.com

Dispatch Phone: 503-630-5500 Toll Free: 800-Donkey-Zero (800-366-5390)

Contract Carrier Documents We Need From You:

All paperwork and documents must reflect Carrier's Legal Name as listed on the Operating Authority.

- Signed Master Broker/Carrier Agreement – PLEASE INCLUDE PHYSICAL ADDRESS
- Copy Of Operating Authority – CURRENT WITH FMCSA.
- W-9 – DATED WITHIN 6 MONTHS OF CURRENT DATE.
- Auto Liability minimum of \$1,000,000 and Cargo Liability (**Broad Form & All Risk**) minimum of \$100,000.
- Certificate of Insurance naming "**Modern Business Service Systems, Inc.**" as "**Additional Insured**".
- ACH Enrollment Form so we can send your load settlements directly into your bank account.
- Your Carrier Profile Form Completed: Traffic Lanes, Capabilities and Contact Information.
- **CARRIER WORKERS COMPENSATION ACKNOWLEDGEMENT AND WAIVER OF PROOF OF INSURANCE FORM.**
(When Workers Compensation is not required of carrier and is not listed on carrier's insurance certificate).

Modern Business has a one on one personal working relationship with our Owner-Operators, Small Carriers and Customers. Our Extra Board Owner-Operator-Carriers are very valuable covering our surge freight and irregular route shipments. **Thank you for considering us and welcome aboard!**

We also have other opportunities available for dedicated one way, or round trip freight. For more information please visit our web site: www.ModernBiz.com and click on '[Contractor Services](#)' (top right), or just talk to us.

Modern Business

Transportation Group:

Gold Book

Freight Transportation Provider



CoreLogic
www.CompuNetCredit.com



Freight All Kinds

Machinery & Equipment
Metal & Alloy Products
General Commodities
Building Materials
Wood Products
Large LTL

TRANSPORTATION INTERMEDIARIES ASSOCIATION
TIA MEMBER
PERFORMANCE CERTIFIED

Modern Business Service Systems, Inc.

BROKER - CARRIER TRANSPORTATION SERVICE AGREEMENT

Modern Business Service Systems, Inc. is a duly authorized Transportation Broker of General Commodities: "BROKER" and: "CARRIER" is duly authorized to operate as a motor carrier of property by the U.S. Department of Transportation or the former Interstate Commerce Commission. BROKER wishes from time to time to arrange for the transportation by CARRIER of general goods and commodities ("Cargo") and CARRIER is willing to perform such transportation pursuant to the terms and conditions of this Agreement.

CARRIER'S PERFORMANCE

- (1) CARRIER agrees that the terms and conditions of this Agreement shall apply on all shipments it handles for BROKER and its shipper customers. BROKER has been authorized by its customers to negotiate and arrange for transportation and CARRIER agrees to bear the complete cost of furnishing and operating motor vehicles in a lawful and professional manner when performing under this service contract. CARRIER promises that the motor vehicles are in good repair and meet all the standards of the Federal Highway Administration (FHWA) and the United States Department of Transportation (USDOT) and the Office of Motor Carrier Safety (OMCS), and that they are in all respects certified, licensed, insured and fit for the use intended under this Agreement.
- (2) CARRIER acknowledges that it will accept and transport shipments of freight / cargo in its capacity as a motor carrier and not as a broker (even if it is also duly registered as a broker of property). CARRIER agrees not to interline or use other motor carriers or brokers or to use substituted service of any type without BROKER's prior written authorization. If CARRIER breaches this provision, BROKER shall have the right of paying 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.
- (3) Both parties recognize that motor contract carrier service is based on the CARRIER, either (1) assigning motor vehicles for a continuing period of the time for the exclusive use of a shipper; or (2) providing a service designed to meet the distinct needs of a shipper. This Agreement does not contemplate the assignment of motor vehicles under continuing agreements, but the contract arrangement has been designed to meet the distinct needs of the BROKER. This Agreement contemplates a series of shipments but shall not be construed as an agreement by the BROKER to furnish any specific number of loads or pounds or freight for transportation by CARRIER at any particular time or any particular place. CARRIER's Tariffs, service guides or similar publications that may be maintained by CARRIER are not applicable or binding to transportation provided pursuant to this Agreement.
- (4) CARRIER and BROKER agree that safe and legal operation of the CARRIER and its drivers shall completely and without question govern and supersede any service requests, demands, preferences, instructions, information from BROKER or BROKER's customer(s) with respect to any shipment at any time.
- (5) Except as otherwise herein provided, the obligation of CARRIER to provide, and of BROKER to use, the transportation services provided for in this Agreement shall be suspended temporarily during any period(s) in which either of the parties is unable to comply with the requirements of this Agreement by reason of any acts of God, or the public enemy, fire, flood, strike or other labor disorder, civil commotion, closing of the public highway(s), government interference or regulations or any other contingencies similar to the foregoing beyond the reasonable control of the affected party ("**Force Majeure**"). If any party experiences an event of Force Majeure affecting a shipment the CARRIER is transporting or has contracted to transport, it shall notify the other party of such event as soon as reasonably possible, take reasonable action to eliminate the Force Majeure and resume normal operation as soon as reasonably possible.

HAZARDOUS MATERIALS

- (6) In the event CARRIER is requested to transport hazardous materials or waste requiring vehicle placarding under 49 C.F.R. Part 181, CARRIER represents and warrants that it has obtained all necessary federal permits and registrations to transport hazardous materials or waste in inter-provincial, interstate and/or intrastate commerce. Upon request, CARRIER shall provide BROKER with a copy of all such federal and state permits and registrations. CARRIER further represents and warrants that all drivers used to transport hazardous material shipments have undergone the necessary training requirements of local, state and federal laws, including, but not limited to, the training requirements under 49 C.F.R. Part 126(F). CARRIER further warrants and certifies that all drivers used to transport hazardous material have the proper endorsements on their Commercial Driver's License to legally transport such shipments. CARRIER and its drivers shall comply with all federal, state and local laws regarding the transportation of hazardous material, including, but not limited to, the requirements specified under 49 C.F.R. Part 181, and 49 C.F.R. Part 397.

CALIFORNIA LOADS & FREIGHT

- (7) CARRIER promises and certifies that all equipment operating within California is **CARB** (California Air Resources Board) compliant with all TRU (Transport Refrigeration Unit) and ATCM (Airborne Toxic Control Measure) programs. Carrier also agrees it will provide all information under Cal. Code Regs., tit. 13, § 2477.9 and tit. 13, § 2477.87. By accepting the loads tendered to CARRIER by BROKER, CARRIER represents and warrant that it is in compliance with all **CARB** regulations and requirements. CARRIER shall be liable to BROKER for any penalties, or any other liability, imposed on BROKER because of CARRIER's use of non-compliant equipment.

INDEPENDENT CONTRACTOR

- (8) In entering into this Agreement, It is understood and agreed that the relationship between BROKER and CARRIER is that of independent contractor. 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, fiduciary, or employer / employee relationship between the Parties.
- (9) CARRIER shall provide the sole supervision and shall have exclusive control over the operations of its employees, contractors, subcontractors, agents, as well as all vehicles and equipment used to perform its transportation services. BROKER has no right to discipline or direct the performance of any driver and/or employees, contractors, subcontractors, or agents of CARRIER. CARRIER represents and agrees that at no time and for no purpose shall it represent to any party that it is anything other than an independent contractor in its relationship to BROKER.
- (10) CARRIER shall exercise sole discretion and control over the means of performance best suited to accomplish that end result, subject only to the necessity of complying at all times with the applicable regulatory laws and with the rules and regulations of those governmental agencies having jurisdiction over such transportation service. CARRIER assumes full responsibility and further agrees to defend and hold harmless BROKER from any and all liability, costs and damages to persons and / or property arising out of CARRIER's operations, including but not limited to any and all applicable federal, state, and local taxes, permits, fees, fines, payroll taxes, pensions, workers' compensation, social security, road, fuel and other taxes, fees, licenses or permits, related to the shipments transported by CARRIER as arranged by BROKER

(11) It is further agreed CARRIER shall defend, indemnify, and hold BROKER harmless from and against all loss, liability, damage, claims, fines, costs or expenses, including attorney's fees, arising out of or in any way related to **(a)** the performance of services pursuant to this Agreement and **(b)** the performance or breach of this Agreement, by CARRIER, its employees or independent contractors working for CARRIER (collectively, the "Claims"), including, but not limited to, Claims for or related to personal injury (including death), property damage and CARRIER's possession, use, maintenance, custody or operation of the Equipment.

INSURANCE

(12) CARRIER's motor vehicles shall be insured at CARRIER's expense and means in the following amounts: **(a)** Public liability and property damage insurance: \$1,000,000 minimum (\$5,000,000 including environmental damages due to release or discharge of hazardous substances) and **(b)** Cargo Insurance: \$100,000 minimum naming BROKER as additional insured. Insurance required under this agreement shall be kept in force until all of CARRIER's obligations under this Agreement have been fully discharged and fulfilled.

(13) Each of the policies of insurance specified shall name BROKER as additional insured and shall provide that **(a)** such insurance shall be primary with respect to all insured.

(14) The required insurance shall cover the entire geographic scope in which the CARRIER will operate under this Agreement. CARRIER shall cause CARRIER's insurance provider to name BROKER as additional insured, on all of the aforementioned insurance policies, upon execution of this Agreement. CARRIER and its insurance provider shall forward to BROKER insurance certificates reflecting such coverage.

(15) CARRIER promises to obtain and bear the full costs of all Workers' Compensation insurance, covering CARRIER, and, any drivers or others employed or otherwise engaged by CARRIER, to the full extent which may be required under the provisions of any federal, state, or local law. CARRIER promised to indemnify BROKER against and to save and hold BROKER harmless from all workers' compensation claims, public liability claims, suits, losses, injuries and damages of every kind which may occur in connection with the use or operation of CARRIER's motor vehicles or CARRIER's employees in the performance of this agreement. **(a)** such insurance shall be applicable separately to each insured and shall cover claims, suits, actions or proceedings by each insured against any other insured; CARRIER's insurance policy shall provide for waiver of underwriters subrogation rights against BROKER, its directors, officers, employees, stockholders, subsidiaries and affiliates.

Bill Of Lading

(16) CARRIER shall sign a bill of lading, produced by shipper or CARRIER in compliance with 49 U.S.C. §80101 et seq., 49 C.F.R. §373.101 (and any amendments thereto) for the cargo / freight / property it receives for transportation under this Agreement. CARRIER agrees that Shipper's insertion of BROKER's name as the carrier on a bill of lading shall be for the Shipper's convenience only and shall not change BROKER's status as a property broker nor CARRIER's status as a motor carrier.

(17) Unless otherwise agreed in writing, CARRIER shall become fully responsible/liable for the freight when it takes/receives possession thereof, and the trailer(s) is loaded, regardless of whether a bill of lading has been issued, and/or signed, and/or delivered to CARRIER, and which responsibility/liability shall continue until delivery of the shipment to the consignee and the consignee signs the bill of lading or delivery receipt. Any terms of the bill of lading (including but not limited to payment terms) inconsistent with the terms of this Agreement shall be controlled by the terms of this Agreement. Failure to issue a bill of lading, or sign a bill of lading acknowledging receipt of the cargo, by CARRIER, shall not affect the liability of CARRIER.

(18) Except as otherwise provided herein, transportation provided pursuant to this Agreement will be governed by the provisions of the Uniform Straight Bill of Lading. This Agreement is entered into pursuant to 49 United States Code Sec. 14101(b)(1) and the parties expressly waive any and all rights and remedies of the Interstate Commerce Act which conflict with the provisions of this Agreement.

CARGO

(19) CARRIER agrees that it will not have any lien on any freight / cargo transported hereunder and that it will not permit any lien to attach to any freight transported hereunder. If freight / cargo transported should become subject to any lien or adverse claim caused by CARRIER's failure to comply with the preceding sentence then the shipper customer may take any action available for the purpose of procuring a release of such lien or adverse claim. CARRIER shall reimburse the shipper customer on demand for all costs including, without limitation, investigation costs, legal fees and disbursements, incurred by the shipper customer in taking such actions.

(20) CARRIER shall be liable for all shortages of, loss of, pilferage of, spoilage of or damage to freight / cargo transported by CARRIER or its agents or employees. The burden of proof of fault shall be upon CARRIER. CARRIER liability for any cargo damage, loss or theft from any cause shall be determined under the Carmack Amendment 49 USC 14706 as governing shipments according to its terms, and in respect of shipments originating in Canada under the uniform bill of lading in effect in the province of Canada where the CARRIER issues a bill of lading. It is agreed that in respect of shipments to and from Canada that the Customs Broker on behalf of the SHIPPER is deemed to have declared the full value of the shipment for the cargo on the bill of lading, and in this regard the CARRIER shall have full liability for cargo damage, loss or theft.

(21) Notwithstanding the terms of 49 CFR 370.9, CARRIER shall pay, decline or make settlement offer in writing on all cargo loss or damage claims within 60 days of receipt of the claim. Failure of CARRIER to pay, decline or offer settlement within this 60 day period shall be deemed admission by CARRIER of full liability for the amount claimed and a material breach of this Agreement. CARRIER's liability for freight loss and damage claims shall include legal fees which shall constitute special damages, the risk of which is expressly assumed by CARRIER, and which shall not be limited by any liability of CARRIER

(22) Should CARRIER refuse or be unable to deliver cargo from origin to destination within a reasonable time or should CARRIER withhold delivery of consigned goods in his possession under this Agreement, BROKER shall have the right to complete performance and to recover cargo by any means necessary. BROKER is authorized to turn cargo possession over to an alternate carrier in order to complete delivery and recover from CARRIER all expenses incurred in so doing. CARRIER shall be liable to BROKER for all costs of completing performance and for any other damages which may occur, and CARRIER hereby waives any recourse against BROKER for such action as may be taken by BROKER

DISPATCH

(23) BROKER will dispatch to CARRIER load description, weight, size, loading numbers, loading or unloading times and address, and any other pertinent information needed for pick up, delivery and transportation by CARRIER. Any deviation or discrepancies from this information given to CARRIER must be reported to BROKER immediately so that any problems, adjustments or load changes may be corrected or verified immediately. **(a)** In the event CARRIER fails to notify BROKER of any deviations or discrepancies in the load information given. BROKER may offset from

CARRIER's compensation the cost of correcting or adjusting, by any means necessary, all transportation, delivery or redelivery problems or loss of revenue as a result of CARRIER's failure to do so.

COMMUNICATION

(24) CARRIER to call BROKER dispatch follows. **(a)** Call dispatch daily when in transit with progress report. **(b)** Call dispatch immediately after loading with all bill of lading and load information before leaving the shippers premises. **(c)** Call dispatch immediately after unloading and before leaving the consignees premises with signed bill(s) of lading and delivery receipt information. **Any damage, shortage or exceptions must be reported at this time.** **(d)** Call dispatch immediately if delayed or off schedule. **(e)** Call dispatch when instructed to do so.

COMPENSATION AND SETTLEMENT

(25) CARRIER agrees that BROKER is the sole party responsible for payment of CARRIER's invoices. BROKER agrees to conduct all billing services to shippers, consignees, or other party responsible for payment. CARRIER shall invoice BROKER for its (CARRIER's) charges, as mutually agreed in writing, by fax, or by electronic means or contained in BROKER's Load Confirmation Sheet(s) / dispatch sheets. Additional rates for truckload or LTL shipments, or modifications or amendments of the above rates, or additional rates, may be established to meet changing market conditions, shipper requirements, BROKER requirements, and/or specific shipping schedules as mutually agreed upon, and shall be confirmed in writing (or by fax or email) by both Parties. Any such additional, modified, or amended rates shall automatically be incorporated herein by this reference. Additionally, any rates, which may be verbally agreed upon, shall be deemed confirmed in writing where CARRIER has billed the agreed rate and BROKER has paid it. CARRIER warrants that negotiated rate/rates agreed between BROKER and CARRIER are not required to be filed with any governmental authority or agency and are not subject to any other or over charge claims.

(26) Unless otherwise agreed in writing, payment by BROKER will be made within thirty (30) days of receipt by BROKER of CARRIER's freight bill, bill of lading, clear delivery receipt signed by the receiver without exception or notation, and any other necessary billing documents enabling BROKER to ascertain that service has been provided at the agreed upon charge. CARRIER shall provide to BROKER a freight bill and all supporting documents within ten (10) days of delivery. CARRIER agrees to refrain from all collection efforts against the shipper, receive, consignor, consignee or the Customer. Compensation under this Agreement may be withheld, in whole or in part, by BROKER to satisfy claims or shortages arising out of this or prior Agreements, or to satisfy advances made to, or on behalf of CARRIER. CARRIER further agrees that BROKER has the discretionary right to offset any payments owned to CARRIER hereunder for liability incurred by CARRIER pursuant to this Agreement.

(27) CARRIER shall provide BROKER written notice of any assignment, factoring, or other transfer of its right to receive payments arising under this Agreement prior to such assignment, factoring or other transfer taking legal effect. Such written notice shall include the name and address of assignee/transferee, date, date assignment is to begin, and terms of the assignment, and shall be considered delivered upon receipt of such written notice by BROKER. CARRIER shall be allowed to have only one assignment, factoring or transfer legally effective at any one point in time, and no multiple assignments, factoring or transfers by the CARRIER shall be permitted. CARRIER shall indemnify BROKER against and hold BROKER harmless from any and all lawsuits, claims, actions, damages (including reasonable attorney's fees, obligations, liabilities and liens) arising or imposed in connection with the assignment or transfer of any account or right arising thereunder where the CARRIER has not complied with the notification of assignment requirements of this section. CARRIER also releases and waives any right, claim or action against BROKER for amounts due and owing under this Agreement where CARRIER has not complied with the notice requirements of this section.

(28) Any factoring, assignment, pledge, hypothecation or granting of a security interest in CARRIER's right to payment hereunder shall in no event modify, limit or terminate (a) Unlimited and Unilateral Rights of offset or recoupment provided to BROKER or Customer hereunder or by law; or (b) claims of BROKER or customer for offset, recoupment, loss or damage to any cargo or other property, including personal injury, or any other claim which BROKER or Customer may have against CARRIER for any reason. All of BROKER's and Customer's claims and rights are specifically preserved and shall be superior to any such assignee's, factor's or creditor's rights or claims to payment, regardless of any notice to BROKER or Customer to the contrary. CARRIER shall notify any such factor, secured creditor or assignee of BROKER's and Customer's rights in this regard.

(29) Broker, in its sole discretion, and CARRIER has no other Factoring agreement may offer Carrier a separate service of factoring or providing compensation at the agreed rate upon receipt of bill of lading, clear delivery receipt signed by the receiver without exception or notation, and any other necessary billing documents enabling BROKER to ascertain that service has been provided at the agreed upon charge. For details of this program, Carrier should consult with Broker's accounts payable department.

(30) CARRIER agrees that all payments / settlements shall be final and that he will not make any claim or bring any action against BROKER unless CARRIER notifies BROKER in writing by certified mail of any discrepancy or additional claim within sixty (60) days of settlement or computation by BROKER. This is necessary so that BROKER may promptly analyze the validity of any such claim by reviewing the current facts and allowing BROKER to dispose of records that are burdensome to maintain for substantial periods of time.

DURATION

(31) This Agreement shall become effective upon execution shall remain in force until terminated by either party as herein provided. The term of this Agreement shall be one (1) year and automatically be renewed for successive one (1) year periods, unless terminated, upon thirty (30) day's prior written notice, with or without cause. Both Parties will discuss any perceived deficiency in performance and will promptly endeavor to resolve all disputes in good faith however in the event of the termination of this Agreement for any reason, including breach of any of CARRIER's covenants or CARRIER's failure to perform any of the conditions set forth herein, it is agreed that during the term of this Agreement and for a period of two years after the termination of this Agreement, CARRIER will not directly or indirectly lease, transport or otherwise provide transportation services for use by or for the benefit of, nor will CARRIER perform services directly or indirectly for, any individual, partnership, corporation or other account of BROKER for which CARRIER has provided services. If CARRIER violates the provisions of this paragraph, CARRIER agrees to pay BROKER, as liquidated damages and not as a penalty, a minimum of 10% of the gross revenue generated by CARRIER's breach. BROKER may also recover for its actual damages in addition to any other remedies it may be entitled to.

(32) CARRIER acknowledges that rendering services for BROKER and its Shippers and customers, it will have access to and gain confidential information and information which is proprietary to BROKER, including, but not limited to, Shipper and customer lists, pricing lists and business methods, practices and procedures, and that said confidential and/or proprietary information constitutes trade secrets, the release of which to unauthorized persons would be extremely detrimental to BROKER. As a consequence, CARRIER hereby agrees and acknowledges that it owes a duty to BROKER not to disclose and agrees that, during or after the term of this Agreement, without the prior written consent of the BROKER, it will not communicate, publish or disclose to any person anywhere, or use, any confidential or proprietary information for any purpose other than carrying out its obligations as contemplated by this Agreement. The Parties acknowledge and agree that BROKER's remedy at law for a breach or threatened breach of any of the provisions of this section would be inadequate; and, in recognition of that fact, in the event of any such breach or threatened

breach, it is agreed that, in addition to its remedy at law and any other remedies which it may have, BROKER shall be entitled to equitable relief, including but not limited to, injunctive relief and its costs and expenses incurred in protecting its rights under this paragraph, including court costs and reasonable attorney's and expert witness fees.

(33) Waiver. CARRIER expressly waives any and all rights and remedies allowed under 49 U.S.C. §14101 to the extent that such rights and remedies conflict with this Agreement. No failure or delay by BROKER in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall BROKER's waiver of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

SEVERANCE

(34) 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 for any reason. (a) Should any invalidity or required interpretation of this Agreement or the relationship of the parties impose any additional organization dues, charges, costs, assessments or premiums on BROKER, such items shall be paid at CARRIER's expense for reimbursement to BROKER.

NOTICES

(35) All notices provided or required by this Agreement, shall be made in writing and delivered, certified, return receipt requested, to the addresses shown herein with postage prepaid. The Parties shall promptly notify each other of any claim that is asserted against either of them by anyone arising out of the Parties performance of this Agreement.

GOVERNING LAW

(36) This Contract shall be governed by the laws of the State of Oregon, without regard to conflicts of law principles. All actions and proceedings arising from or related to this Agreement will be litigated in courts having situs within the Counties of Clackamas or Multnomah Oregon.

ENTIRE AGREEMENT

(37) Unless otherwise agreed in writing, 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. This Agreement shall be binding on and shall inure to the benefit of both Parties as well as their respective successors and assigns. Assignment of this Agreement by either Party requires prior written notice to and consent of the other Party. 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 proceeding involving this Agreement. This Agreement may be executed in one or more counterparts, any and all of which shall constitute one and the same instrument.

CARRIER PROFILE:

(38) All paperwork and documents must reflect Carriers Legal Name as listed on the Operating Authority:

Company Name on Authority: _____

DBA Name (if applicable): _____

Physical Address: _____ City: _____ State: _____ Zip: _____

Mailing Address: _____ City: _____ State: _____ Zip: _____

MC#: _____ DOT#: _____ SCAC (Carrier Code): _____ Federal ID#: _____

Phone: _____ Fax: _____ Cell Phone: _____ After Hours Phone: _____

Email: _____ Twitter: _____ Text Message: _____ Web Address: _____

Number Of Tractors: _____ Number Of Trailers: _____ Types Of Trailers: _____

Remit Payment To: (If Factored Or Different From Above)

Name: _____ Contact Name: _____ Phone: _____

Address: _____ City: _____ State: _____ Zip: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be made and executed at Estacada, Oregon by their duly authorized representatives:

CARRIER'S AUTHORIZED SIGNATURE:

Printed Name: _____ Signature: _____

Title: _____ Date: _____

BROKER:

Modern Business Service Systems, Inc.

Signature: _____

P.O. Box 1350, Estacada, OR 97023

Printed Name: _____

CAGE Code:5QU60 SCAC:MBNS MC:178276

Phone: 503-630-5500 / 800-521-3205 Fax: 503-630-5066

Title: _____ Date: _____

Email: dispatch@modernbiz.com

Web Address: www.ModernBiz.com

YOUR CHECK IS NOT IN THE MAIL!

We offer direct payments to your bank account within 1-2 business days instead of who knows how many days your check is in the mail, or infrequently misdirected in a lock box or gets lost in the mail.

We encourage all our carriers to sign up to receive payment via Automated Clearing House **ACH** Direct Deposit! **ACH** is an electronic banking network that allows **Modern Business Service Systems, Inc.** to pay its carriers by direct deposit to savings or checking accounts. **WE DO NOT CHARGE YOU ANY ADDITIONAL FEES FOR THIS SERVICE.** We will process your direct deposit under the terms of your current BROKER / CARRIER agreement. Your settlement and funding information will be sent to you via your email (or fax).

ACH ENROLLMENT FORM:

Please Attach Or Fax With This Form A Voided Check (Copy a check and write VOID on it)

CARRIER hereby authorizes Modern Business Service Systems, Inc. to make payments for goods and services by ACH and certifies it has selected the following depository institution, and directs all such electronic funds transfers be made as provided below:

CARRIER NAME _____ MC# _____

CARRIER CONTACT NAME _____ PHONE _____

CARRIER EMAIL _____ FAX _____

BANK INFORMATION

ACCOUNT TYPE (CIRCLE ONE) CHECKING SAVINGS

EXACT NAME ON BANK ACCOUNT _____

BANK NAME _____ BANK PHONE _____

BANK ADDRESS _____ CITY _____ STATE ____ ZIP _____

BANK FAX _____ BANK EMAIL _____

BANK ROUTING NUMBER _____ **BANK ACCOUNT NUMBER** _____

BANK CONTACT PERSON _____

FACTORING COMPANY INFORMATION (IF APPLICABLE)

FACTOR NAME _____ FACTOR PHONE _____

FACTOR ADDRESS _____ CITY _____ STATE ____ ZIP _____

FACTOR FAX _____ FACTOR EMAIL _____

FACTOR CONTACT PERSON _____

CARRIER ACH AUTHORIZATION

AUTHORIZED SIGNATURE _____ TITLE _____

PRINT AUTHORIZED NAME _____ DATE _____

Please complete this carrier profile with the pertinent information that applies to you.

We will update our database with your current information:

- Circle the Truckload and LTL states you operate 'From' & 'To'.
- Circle the services you provide.
- Complete the '**Best Form Of Available Loads Notification**' we will only contact you with loads in the traffic lanes you provided in 'From' & 'To' .

Do You Ship Hazardous Materials Yes / No

HAZMET Registration # _____

(Please Enclose A Copy)

SERVICES PROVIDED (CIRCLE ALL THAT APPLY)

TL LTL TEAMS SATELLITE INTERMODAL

HAZMAT RAPID GATE OVERNIGHT DELIVERY

DOD APPROVED TWIC OVER-WEIGHT

POWERTRACK OVER-DIMENSIONAL BONDED

Best Form Of Available Loads Notification

Phone: _____

Email: _____

Text Message: _____

Twitter: _____

Additional Information / Comments:

Please Circle From And To Your Traffic Lanes

Truck Load		LTL	
<u>From:</u>	<u>To:</u>	<u>From:</u>	<u>To:</u>
AL	AL	AL	AL
AZ	AZ	AZ	AZ
AR	AR	AR	AR
N. CA	N. CA	N. CA	N. CA
S. CA	S. CA	S. CA	S. CA
CO	CO	CO	CO
CT	CT	CT	CT
DE	DE	DE	DE
N. FL	N. FL	N. FL	N. FL
S. FL	S. FL	S. FL	S. FL
GA	GA	GA	GA
ID	ID	ID	ID
IL	IL	IL	IL
IN	IN	IN	IN
IA	IA	IA	IA
KS	KS	KS	KS
KY	KY	KY	KY
LA	LA	LA	LA
ME	ME	ME	ME
MD	MD	MD	MD
MA	MA	MA	MA
MI	MI	MI	MI
MN	MN	MN	MN
MS	MS	MS	MS
MO	MO	MO	MO
MT	MT	MT	MT
NE	NE	NE	NE
NV	NV	NV	NV
NH	NH	NH	NH
NJ	NJ	NJ	NJ
NM	NM	NM	NM
NY	NY	NY	NY
NC	NC	NC	NC
ND	ND	ND	ND
OH	OH	OH	OH
OK	OK	OK	OK
OR	OR	OR	OR
PA	PA	PA	PA
RI	RI	RI	RI
SC	SC	SC	SC
SD	SD	SD	SD
TN	TN	TN	TN
W. TX	W. TX	W. TX	W. TX
E. TX	E. TX	E. TX	E. TX
UT	UT	UT	UT
VT	VT	VT	VT
VA	VA	VA	VA
WA	WA	WA	WA
WV	WV	WV	WV
WI	WI	WI	WI
WY	WY	WY	WY

THIS DOCUMENT SHOULD ONLY BE SIGNED IF YOU DO NOT MEET THE REQUIREMENTS TO CARRY WORKERS COMPENSATION INSURANCE (Please Sign and Return To Modern Business)

AFFIDAVIT OF MOTOR CARRIER WORKERS COMPENSATION & ACKNOWLEDGEMENT AND WAIVER OF PROOF OF INSURANCE FORM

I (motor carrier) attest, warrant, and acknowledge that I understand the Workers Compensation rules, regulations, and laws for motor carriers domiciled in my State, and as a duly authorized signatory of motor carrier, I attest, warrant, and acknowledge that as a motor carrier I do not qualify and not required to carry or maintain Workers Compensation insurance. FURTHER, I AGREE TO INFORM OR NOTIFY MODERN BUSINESS SERVICE SYSTEM, INC. WITHIN SEVEN (7) DAYS UPON SUCH TIME AS I MEET THE REQUIREMENTS AND / OR MANDATED BY STATUTE TO PROVIDE AND CARRY WORKERS COMPENSATION INSURANCE. I (motor carrier) shall provide proof of insurance by the 10th day after becoming eligible for such insurance. By signing this affidavit and waiver of proof of insurance form, I (motor carrier) understand that this does not create a new contract with Modern Business Service Systems, Inc. nor is it a modification or amendment of any current contract.

Company Name on Authority: _____

DBA Name (if applicable): _____

Physical Address: _____ City: _____ State: _____ Zip: _____

Mailing Address: _____ City: _____ State: _____ Zip: _____

MC#: _____ DOT#: _____ SCAC (Carrier Code): _____ Federal ID#: _____

IN WITNESS WHEREOF, I as the duly authorized representative and signatory attest and affirm the above affidavit.

CARRIER'S AUTHORIZED SIGNATURE:

Printed Name: _____ Signature: _____

Title: _____ Date: _____

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

INTERSTATE COMMERCE COMMISSION
LICENSE

SERVICE DATE
FEB 4 1985

No. MC-178276

MODERN BUSINESS SERVICE SYSTEMS, INC.
ESTACADA, OR

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.

JAMES H. BAYNE
Secretary

(SEAL)

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

FMCSA Motor Carrier

USDOT Number: **2219544**
Docket Number: **MC178276**
Legal Name: **MODERN BUSINESS SERVICE SYSTEMS INC.**
DBA (Doing-Business-As) Name



Addresses

Business Address: **955 NW PARK AVENUE
ESTACADA, OR 97023**
Business Phone: **(503) 630-5500** Business Fax: **Fax: (503) 630-5066**
Mail Address: **P.O. BOX 1350
ESTACADA, OR 97023**
Mail Phone: Mail Fax: Undeliverable Mail: **NO**

Authorities

Common Authority:	NONE	Application Pending:	NO	
Contract Authority:	NONE	Application Pending:	NO	
Broker Authority:	ACTIVE	Application Pending:	NO	
Property:	YES	Passenger:	NO	Household Goods: NO
Private:	NO	Enterprise:	NO	

Insurance Requirements:

BIPD Exempt:	NO	BIPD Waiver:	NO	BIPD Required:	\$0	BIPD on File:	\$0
Cargo Exempt:	NO			Cargo Required:	NO	Cargo on File:	NO
BOC-3:	YES			Bond Required:	YES	Bond on File:	NO

Blanket Company: **TRUCK PROCESS AGENTS OF AMERICA, INC**

Comments:

Active/Pending Insurance:

Form: 84	Type: SURETY	Posted Date: 10/01/2013
Policy/Surety Number: 2409560	Coverage From: \$0	To: \$75,000*
Effective Date: 10/01/2013	Cancellation Date:	

Insurance Carrier: **GREAT AMERICAN INSURANCE CO.**
Attn: **PROPERTY & INLAND MARINE DIVISION**
Address: **580 WALNUT ST.
CINCINNATI, OH 45202 US**
Telephone: **(800) 858 - 8335** Fax: **(513) 287 - 8230**

* If a carrier is in compliance, the amount of coverage will always be shown as the required Federal minimum (\$5,000 per vehicle, \$10,000 per occurrence for cargo insurance, \$75,000 for bond/trust fund insurance for brokers and freight forwarders). The carrier may actually have higher levels of coverage.