



BROKER-CARRIER TRANSPORTATION AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 2017, by and between _____ ("CARRIER") whose principal place of business is located at _____ and JONDA ENTERPRISE, INC. ("JONDA") whose principal place of business is 4418 Wesley Ter., Schiller Park, IL 60176.

JONDA is a logistics company and broker of motor carrier transportation services duly licensed by the United States Department of Transportation (**MC# 425761-B**). From time to time, shipments of property provided by JONDA customers ("SHIPPER") require the services of a motor carrier for the purpose of transporting commodities:

CARRIER is engaged in the transportation of property by motor vehicle, and is duly licensed by the United States Department of Transportation as a contract carrier (MC# _____), and;

JONDA desires to engage the services of CARRIER to arrange the transportation of SHIPPER's goods as set forth on any and all Load Confirmation Sheets and/or bills of lading, which shall hereinafter be referred to as "Load Sheet".

In consideration of the premises and mutual benefits to be derived by CARRIER and JONDA from this Agreement and the mutual promises made and exchanged, CARRIER and JONDA agree as follows:

1. Carrier's Operating Authority and Compliance with Law: CARRIER represents and warrants that it is duly and legally qualified to provide, as a contract carrier, the transportation services contemplated herein. CARRIER further represents and warrants that it does not have a conditional or unsatisfactory rating issued from the U. S. Department of Transportation, and further agrees to comply with all federal, state, and local laws regarding the provision of the transportation services contemplated under this Agreement. In the event that Carrier is requested by JONDA to transport any shipment required by the U.S. Department of Transportation to be placarded as a hazardous material, the parties agree that the additional provisions included in APPENDIX "A" shall apply for each such shipment.

2. Performance of Services: CARRIER agrees, subject to availability and legal loading capacity of its equipment, to transport commodities and perform ancillary services tendered to it by JONDA in accordance with the shipping instructions as set forth in each Load Sheet. CARRIER agrees that it will not use equipment that has been used to transport refuse, garbage, trash or solid liquid waste of any kind whatsoever, whether hazardous or non-hazardous. CARRIER agrees that it will use only tractors, trailers and other equipment which are in good condition and are clean, sound and free from odors, moisture and other conditions that might result in loss or damage to or adverse effect upon the goods transported. CARRIER and JONDA agree that each shipment to be transported under this Agreement will be evidenced by a Uniform (Standard) Bill of Lading naming CARRIER as the transporting carrier. Under no circumstances shall CARRIER prepare a freight document which lists JONDA as "carrier" or "shipper". If Shipper tenders to CARRIER a freight document showing JONDA in any capacity other than Broker or a "Bill To" party, the parties agree that for all purposes, they will treat such document as though it showed JONDA as "Broker" and CARRIER as "Carrier".

3. Rates and Charges: JONDA will compensate CARRIER for the transportation services performed hereunder on the basis of rates and charges set forth on each Load Sheet. CARRIER represents and warrants that there are no other applicable rates or charges except those established in this Agreement or in any Load Sheet prepared by JONDA. CARRIER must provide a completed invoice together with all of the signed original bill(s) of lading, signed pickup receipts and signed proof of delivery receipt(s) for each shipment included on the invoice. JONDA shall remit payment to CARRIER for each load tendered within thirty (30) days of receipt by JONDA of all properly executed paperwork for the load, as determined solely by JONDA. Although JONDA is responsible for payments to CARRIER for all services rendered by the CARRIER, invoices and support for payment must be submitted by the CARRIER to JONDA in a timely manner. If invoicing

and support is not received by JONDA within six (6) months from the date the activity occurred, JONDA's obligation to pay will be voided. CARRIER shall not look to SHIPPER for payment and SHIPPER's payments for services rendered will always be made directly to JONDA. CARRIER must maintain with JONDA at all times during which a load is being transported: 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 from JONDA and/or cancellation of the agreement.

4. Effective Date and Term: This Agreement shall go into effect on the day and year herein above written and remain in effect for a period of one (1) year from date hereof, and shall renew automatically for one (1) year periods thereafter, subject to the right of either party hereto to cancel or terminate the Agreement upon not less than thirty (30) days written notice of one party to the other prior to the end of the then current term, with notice being effective upon delivery.

5. Confidentiality: Carrier agrees that it will not divulge to any third party (a) the terms of this Agreement, or (b) any proprietary information derived in the course of performance of this Agreement. CARRIER specifically agrees that it shall not reveal the terms on which it provides to any third party represented by JONDA and/or the consignee/consignors of any shipment moving hereunder.

6. Non-Solicitation by Carrier: During the term of this Agreement and for the period of twelve (12) months from its termination, CARRIER shall not directly or indirectly solicit or do business of a transportation nature with any of JONDA'S customers who are served by CARRIER as a result of this Agreement. Solicitation prohibited under this Agreement means participation in any conduct, whether direct or indirect, the purpose of which involves transportation or handling of property by CARRIER for which CARRIER does, or did in the past, provide such services for that customer under arrangements first made or procured by JONDA. If CARRIER performs services of a transportation nature for compensation for any customer of JONDA without prior written authorization from JONDA, CARRIER shall immediately pay to the solicited customer by CARRIER. JONDA shall identify its customers to CARRIER as each first load from each customer is tendered to CARRIER. CARRIER'S acceptance of the load and movement of the property will acknowledge that this new customer is JONDA'S customer. This provision will survive the termination of the Agreement.

7. Sub-Contract Prohibition: CARRIER specifically agrees that all freight tendered to it by JONDA shall be transported on equipment operated only under the authority of CARRIER, and that CARRIER shall not in any manner sub-contract, broker, or in any other form arrange for the freight to be transported by a third party without the prior written consent of JONDA. If CARRIER sub-contracts freight it shall assume responsibility and liability for damage to or loss of any cargo which is in transit or otherwise in the custody of subcontractor.

8. Insurance: CARRIER shall maintain insurance policies in force at all times that cover personal liability, property damage and cargo damage, as well as all coverage required under applicable state and/or federal law, including workers' compensation coverage. Coverage levels per incident are:

- a) Commercial general liability insurance in an amount not less than \$2,000,000 (US Dollars) per occurrence. JONDA shall be included as additional insured on an endorsement providing equivalent coverage to additional insureds and a waiver of subrogation in favor of JONDA.
- b) Auto liability and property damage insurance with a reputable and financially responsible insurance company insuring CARRIER in an amount not less than \$2,000,000 (US Dollars) per occurrence. JONDA shall be included as additional insured on an endorsement providing equivalent coverage to additional insureds and a waiver of subrogation in favor of JONDA.
- c) All risk Broad Form Motor Truck Cargo Legal Liability insurance in an amount not less than \$250,000 (US Dollars) per occurrence. The coverage provided under the policy shall have no exclusions or restrictions of any type that would foreseeably preclude coverage related to cargo claims. JONDA shall be included as additional insured on an endorsement providing equivalent coverage to additional insureds and a waiver of subrogation in favor of JONDA.
- d) Statutory Workers' Compensation Insurance and Employee Liability coverage in such amounts and in such form as required by applicable state law.

CARRIER shall furnish to JONDA written certificates obtained from the insurance carrier showing that such insurance has been procured, is being properly maintained, the expiration date, and specifying that written notice of cancellation or modification of the policies shall be given to JONDA at least thirty (30) days prior to such cancellation or modification. Upon request CARRIER shall provide JONDA with copies of the applicable insurance policies.

The following will apply when the CARRIER's auto liability includes Scheduled Autos only:

- a) CARRIER agrees to provide to JONDA a schedule of autos covered by CARRIER's automobile insurance policy, and further agrees to only utilize the autos that are covered in the schedule provided for any shipments on behalf of JONDA.
- b) CARRIER agrees to provide an updated list of scheduled autos should the schedule change for any reason.

- c) In addition to the indemnification provision provided in the JONDA Transportation Agreement, the CARRIER shall also indemnify, defend and hold harmless SHIPPER and JONDA 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 use of any auto other than autos covered by CARRIER's auto liability insurance.

9. Loss, Damage or Destruction of Cargo: CARRIER shall be liable for any loss, damage or destruction of any property transported under the Agreement, subject to the provisions of 49 U.S.C.14706 ("Carmack Amendment"). If any property is lost, damaged or destroyed, in whole or in part, SHIPPER or JONDA will submit a written claim to CARRIER and CARRIER shall pay the claim within thirty (30 days). CARRIER agrees, in case of accident, to use the utmost care and diligence in the protection of the property. Any paperwork revealing evidence of a shortage or other potential charges against CARRIER will result in payment being withheld until SHIPPER or JONDA has determined the extent of any claim to be filed.

10. Chargebacks: CARRIER agrees that it will be responsible for any SHIPPER or customer chargebacks resulting from late deliveries or missed appointments provided CARRIER is notified at time of load tender that penalties will be in effect and the specific amounts of any penalties for late delivery or missed appointment as agreed to in the load sheet, excluding acts of God, terrorism, war, accidents, breakdown, or any circumstances beyond CARRIER's control.

11. Waiver of Carrier's Lien: CARRIER shall not withhold any goods of the SHIPPER on account of any dispute as to rates or any alleged failure of JONDA to pay charges incurred under this Agreement. CARRIER is relying upon the general credit of JONDA and hereby waives and releases all liens which CARRIER might otherwise have to any goods of JONDA or its Customer in the possession or control of CARRIER.

12. Accident or Breakdown Notification: CARRIER agrees to notify JONDA by telephone immediately of any accident or breakdown which impairs or delays the movement of any property under this Agreement.

13. Indemnification: CARRIER shall defend, indemnify and hold harmless SHIPPER and JONDA 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 transportation services under this Agreement or in failing to comply with any law(s) and regulation(s) with respect to the maintenance, operations and use of motor vehicles and equipment hereunder.

14. Conflicts: In the event there is a conflict between the terms of this Agreement and the bill of lading, the provisions of this Agreement shall govern.

15. Governmental Regulations: JONDA and CARRIER hereby mutually agree and stipulate that each is familiar with all governmental regulations, 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 material provision and obligation of each to the other. Consistent with said regulatory requirements, CARRIER agrees to provide JONDA all documents and information which JONDA is required to have on file and which are normally within the possession of CARRIER.

16. Notice: All notices required by or related to this Agreement shall be in writing, shall be deemed to have been given when sent, and shall be delivered personally or sent U.S. registered or certified mail, return receipt requested, postage pre-paid, addressed as shown in the first paragraph hereof to the above referenced.

17. Independent Contractor Relationship: The relationship of CARRIER to JONDA shall at all times, be that of an independent contractor and nothing herein contained shall be construed to be inconsistent with such relationship. CARRIER shall, at its sole cost and expense: (a) furnish all equipment necessary or required for the performance of its obligations hereunder (the "Equipment"); (b) pay all expenses related, in any way, with the use and operation of the Equipment; (c) maintain the Equipment in good repair, mechanical condition and appearance; and (d) utilize only competent, able and legally licensed personnel. CARRIER shall have full control of such personnel; shall perform the services hereunder as an independent contractor; and shall assume complete responsibility for all state and federal taxes, assessments, insurance (including, but not limited to workers' compensation, unemployment compensation, disability, pension and social security insurance) and any other financial obligations arising out of the transportation performed hereunder.

18. 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 JONDA.

19. Entire Agreement and Modifications: This Agreement including all schedule(s) attached hereto constitutes the entire Agreement between the CARRIER and JONDA with respect to the subject matter of this Agreement and may not be modified or amended unless accomplished by writing, signed by both CARRIER and JONDA and no provision or requirement in the contract shall be considered waived unless a waiver is expressly endorsed hereon or attached hereto.

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.

BROKER:

CARRIER:

Jonda Enterprise, Inc.

Authorized Signature
PAUL SVECHOTA
President

Authorized Signature

Printed Name / Title