



"Connecting shippers and carriers since 2014"

Shipper Packet

Thank you for your trust in partnering with BBA Systems. To streamline the entry of your company into our database, we have provided the following packet outlining the specific information we will need from you. Please see below for the list of documents that need to be filled out and/or provided.

For your records:

- ☒ Company profile & Contact Information
- ☒ Notice of Assignment
- ☒ Operating Authority & W9
- ☒ Certificate of Insurance
- ☒ Surety Bond
- ☒ Signed Broker/Shipper Agreement

What we need from you: Email to orders@bbasys.com

- ☐ Broker/Shipper Agreement - Reviewed, signed & dated.
- ☐ Credit Application - Please complete & return or provide your letter of business references and your Accounts Payable contact information



@bbasystems



www.bbasys.com



P.O. BOX 72, Blackfoot, ID 83221



orders@bbasys.com



208-481-5500



"Connecting shippers and
carriers since 2014"

Company Profile

Remit to address:

BBA Systems, LLC
PO Box 72
Blackfoot, ID 83221

Brokerage Information:

MC # 10604
DOT # 2974314
FEIN # 46-5673628

Contacts:

Chief Executive Officer
Logistics Coordinator
Sr. Account Manager
Carrier Support

Brandon Ellis
Lorena Barillas
Brandt Goodwin
Ashlin Ellis

Factoring Company:

Denim
PO Box 392797
Pittsburgh, PA 15251
Telephone: (855) 250-4142
<https://www.denim.com>

Surety Bond

Liberty National Financial Corp
Telephone: (405) 321-5310



@bbasystems



www.bbasy.com



P.O. BOX 72, Blackfoot, ID 83221



orders@bbasys.com



208-481-5500



"Connecting shippers and
carriers since 2014"

Credit Application

Company Name _____
Address _____
City/State/Zip _____
Billing Address (if different): _____
Phone _____ Fax _____ Email _____
Shipping Contact _____ Payable Contact _____
Special Billing Requirements _____
Year Established _____ Federal Tax ID# _____ DUNS# _____
Business Structure (circle one) Corp. Partnership Sole Prop. LLC _____

Bank Information

Name of Bank _____
Contact Person _____ Phone _____ Fax _____
Account Numbers _____

Three Carriers References

Carrier _____ Phone _____ Fax _____
Carrier _____ Phone _____ Fax _____
Carrier _____ Phone _____ Fax _____

I agree to and will abide by these BBA Systems LLC. Policies:

1. We agree to immediately notify BBA Systems LLC of any change of ownership, name, address, phone, etc.
2. If granted credit, our company agrees to pay our freight bills, regardless of when service was rendered, within 21 days of receipt.
3. In case of a claim, any payments due will not be subject to withholding in lieu of insurance settlement.
4. I authorize the release of credit information to BBA Systems LLC, which will be held in strict confidence by BBA Systems LLC.
5. If outside collections are required, we agree to pay for a reasonable attorney and collection-related costs. We acknowledge that amounts past due may be charged interest at the maximum legal rate.
6. We understand that BBA Systems LLC is a Broker and not a Carrier and that BBA Systems LLC does not assume liability as a Carrier.
7. I am an authorized representative of the company and have the authority to execute this document.

Shipper Name _____
Signature _____
Print Name _____ Title _____



@bbasystems



www.bbasy.com



P.O. BOX 72, Blackfoot, ID 83221



orders@bbasys.com



208-481-5500



NOTICE OF ASSIGNMENT

REGARDING ("Client"):BBA SYSTEMS LLC MC-010604

EFFECTIVE DATE:10 / 11 / 2022

TO:Controller / Accounts Payable

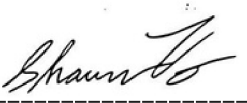
Please be advised the above named Client has entered into a financial relationship and sold and assigned its present and future accounts receivable to BusBot Incorporated DBA Denim ("Denim"). This sale of accounts receivable includes the irrevocable assignment to Denim of all Client's present and future accounts receivable and of all rights to receive payment on the currently outstanding and all future accounts receivable under all applicable laws, including §9-406 of the Uniform Commercial Code (the "UCC"). Denim's security interest has been duly recorded by its filing under the UCC

To the extent that you are now indebted or may in the future become indebted to the Client on an account receivable or general, payment thereof must be made to Denim and not to the Client or **any other entity.Payment must be remitted to us asfollows:**

ACH (PREFERRED)CHECKS	
Routing: 321081669BusBot Incorporated DBA Denim Account: 80007666201PO Box 392797 Type: CheckingPittsburgh, PA 15251-9797	
billing@denim.com 1-855-250-4142	

Payments made in any other manner may expose you to multiple liability. This Notification may only be revoked in writing, signed by one of Denim's officers.You must ignore any attempt by the Client or anyone else to rescind this assignment. Only we may terminate this notification assignment.

Very truly yours,
BusBot Incorporated DBA Denim

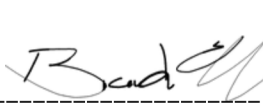
Signature: 

Name:Shawn Vo

Title:President

Date:10 / 11 / 2022

Agreed and acknowledged,

Signature: 

Name:

Title:

Date:10 / 11 / 2022



U.S. Department of Transportation
Federal Motor Carrier Safety Administration

1200 New Jersey Ave., S.E.
Washington, DC 20590

SERVICE DATE
March 22, 2017

LICENSE

MC-10604-B

U.S. DOT No. 2974314

BBA SYSTEMS

BLACKFOOT, ID

This License is evidence of the applicant's authority to engage in operations, in interstate or foreign commerce, as a **broker, arranging for transportation of freight (except household goods)** by motor vehicle.

This authority will be effective as long as the broker maintains insurance coverage for the protection of the public (49 CFR 387) and the designation of agents upon whom process may be served (49 CFR 366). The applicant shall also render reasonably continuous and adequate service to the public. Failure to maintain compliance will constitute sufficient grounds for revocation of this authority.

Jeffrey L. Secrist, Chief
Information Technology Operations Division

BPO

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.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

BBA Systems, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ **P**

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

PO Box 72

6 City, state, and ZIP code

Blackfoot, ID 83221

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally 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.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

4 6 - 5 6 7 3 6 2 8

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 ▶

Brandon E

Date ▶

50/11/40/120/220223

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

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. See *What is FATCA reporting?* on page 2 for further information.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/26/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Tiffany Haley
Archibald Ins Center	PHONE (A/C, No, Ext): (208)524-5858
677 S Woodruff Avenue	FAX (A/C, No): (208)522-8049
PO Box 2498	E-MAIL ADDRESS: tiffany-haley@leavitt.com
Idaho Falls ID 83401	INSURER(S) AFFORDING COVERAGE
	INSURER A: Evanston Insurance Company
	INSURER B: Idaho State Insurance Fund
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES	CERTIFICATE NUMBER: 22-23 ALL	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INS R	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ PRO-POLICY ☐ LOC OTHER:		TBP0013-04	5/13/2022	5/13/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MEDEXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ included Broker E&O \$ 100,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALLOWED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS NON-AUTOS OWNED		TBP0013-04	5/13/2022	5/13/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	674483	12/18/2021	1/1/2023	PER ☐ STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Inland Marine (C)		TBP0013-04	5/13/2022	5/13/2023	Single Conveyance/\$100,000 Deduct/1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

For Insureds Use Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Sammi McLaren/SAMCLA

©1988-2014 ACORD CORPORATION. All rights reserved.

ACORD25(2014/01)

The ACORD name and logo are registered marks of ACORD

INS025(2014/01)

Please note, the expiration date as stated on this form relates to the process for renewing the Information Collection Request for this form with the Office of Management and Budget. This requirement to collect information as requested on this form does not expire. For questions, please contact the Office of Registration and Safety Information, Registration, Licensing, and Insurance Division.

A Federal Agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a current

valid OMB Control Number. The OMB Control Number for this information collection is 2126-0017. Public reporting for this collection of information is estimated to be approximately 10 minutes per response, including the time for reviewing instructions, gathering the data needed, and completing and reviewing the collection of information. All responses to this collection of information are mandatory. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Motor Carrier Safety Administration, MC-RRA, Washington, D.C. 20590.



United States Department of Transportation
Federal Motor Carrier Safety Administration

Trust Fund Agreement Account Number: 24389-00

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

FORM BMC-85

KNOW ALL MEN BY THESE PRESENTS, that we, BBA SYSTEMS
(Name of Broker or Freight Forwarder)

of 283 465 ID83221,
(Street) (City) (State) (Zip)

BLACKFOOT

as TRUSTOR (hereinafter called Trustor), and LIBERTY NATIONAL FINANCIAL CORP.,
(Name of Trustee)

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

hold and firmly bind ourselves and our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents

WHEREAS, the Trustor is or intends to become a Broker or a Freight Forwarder pursuant to the provisions of Title 49 U.S.C. 13903 & 13904 and the rules and regulations of the Federal Motor Carrier Safety Administration (FMCSA) relating to insurance or other security for the protection of motor carriers and shippers, and has elected to file with the Federal Motor Carrier Safety Administration such a Trust Fund Agreement as will ensure financial responsibility and the supplying of transportation subject to the ICC Termination Act of 1995 in accordance with contracts, agreements, or arrangements therefor, and

WHEREAS, this Trust Fund Agreement is written to assure compliance by the Trustor as either a licensed Broker or a licensed Freight Forwarder of Transportation by motor vehicle with 49 U.S.C 13906(b)(c), and the rules and regulations of the Federal Motor Carrier Safety Administration, relating to insurance or other security for the protection of motor carriers or shippers, and shall inure to the benefit of any and all motor carriers or shippers to whom the Trustor may be legally liable for any of the damages herein described.

NOW, THEREFORE, the trustor and trustee, to accomplish the above, agree as follows:

1. Trustee agrees that payments made pursuant to the security provided herein to shippers and motor carriers pursuant to this Agreement will be made exclusively and directly to shippers or motor carriers that are parties to contracts, agreements or arrangements with Trustor.
2. Trustee agrees that the protection afforded to shippers and motor carriers hereby will continue until any and all claims made by shippers or motor carriers for which Trustor may be legally liable have been settled or until the funds deposited by Trustor pursuant to this Agreement have been exhausted, whichever comes first.
3. The parties hereto acknowledge and certify that said Trustee shall exclusively manage the security and trust fund, as herein set forth, and shall have legal title to the security and trust fund, pursuant to the terms and conditions as set forth in this agreement. Further, the parties hereto, and the said Trustee, as evidenced by their signatures to this agreement, acknowledge and certify that (a) said Trustee, neither has nor expects to have any interest, financial, proprietary, or otherwise, whatsoever, in Trustor; and (b) said Trustor, neither has nor expects to have any interest, financial, proprietary, or otherwise, whatsoever, in Trustee.
4. Trustee acknowledges the receipt of the sum of Seventy Five Thousand Dollars (\$75,000) for a Broker or Freight Forwarder, to be held in trust under the terms and conditions set forth herein.
5. Trustee may, within its sole discretion, invest the funds comprising the corpus of this trust fund consistent with its fiduciary obligation under applicable law.

(continued on next page)

6. Trustee shall pay, up to a limit of Seventy Five Thousand Dollars (\$75,000) for a Broker or Freight Forwarder, directly to a shipper or motor carrier any sum or sums which Trustee, in good faith, determines that the Trustor has failed to pay and would be held legally liable by reason of Trustor's failure to perform faithfully its contracts, agreements, or arrangements for transportation by authorized motor carriers, made by Trust or while this agreement is in effect, regardless of the financial responsibility or lack thereof, or the solvency or bankruptcy, of Trustor.

7. In the event that the trust fund is drawn upon and the corpus of the trust fund is a sum less than Seventy Five Thousand Dollars (\$75,000) Brokers or Freight Forwarders, Trustor shall, within thirty (30) days, replenish the trust fund up to Seventy Five Thousand Dollars (\$75,000) Brokers or Freight Forwarders by paying to the Trustee a sum equal to the difference between the existing corpus of the trust fund and Seventy Five Thousand Dollars (\$75,000) Brokers or Freight Forwarders.

8. Trustee shall immediately give written notice to the FMCSA of all lawsuits filed, judgments rendered, and payments made under this trust agreement and of any failure by Trustor to replenish the trust fund as required herein.

9. This agreement may be canceled at any time upon thirty (30) days written notice by the Trustee or Trustor to the FMCSA on the form printed at the bottom of this agreement. The thirty (30) day notice period shall commence upon actual receipt of a copy of the trust fund agreement with the completed notice of cancellation at the FMCSA's Washington, DC office. The Trustee and/or Trustor specifically agrees to file such written notice of cancellation.

10. All sums due the Trustee as a result, directly or indirectly, of the administration of the trust fund under this agreement shall be billed directly to Trustor and in no event shall said sums be paid from the corpus of the trust fund herein established.

11. Trustee shall maintain a record of all financial transactions concerning the Fund, which will be available to Trustor upon request and reasonable notice and to the FMCSA upon request.

12. This agreement shall be governed by the laws in the State of Oklahoma, to the extent not inconsistent with the rules and regulations of the FMCSA.

This trust fund agreement is effective the 18th day of July, 2022, 12:01 a.m., standard time at the address of the Trustor as stated herein and shall continue in force until terminated as herein provided.

Trustee shall not be liable for payments of any of the damages hereinbefore described which arise as the result of any contracts, agreements, undertakings, or arrangements made by the Trustor for the supplying of transportation after the cancellation of this Agreement, as herein provided, but such cancellation shall not affect the liability of the Trustee for the payment of any such damages arising as the result of contracts, agreements, or arrangements made by the Trustor for the supplying of transportation prior to the date such cancellation becomes effective.

(continued on next page)

IN WITNESS WHEREOF, the said Principal and Surety have executed this instrument on the 18th day of July, 2022.

TRUSTOR

BBA SYSTEMS

COMPANY NAME

PO BOX 72

BLACKFOOT

STREET ADDRESS

ID

83221

CITY

(208) 481-5500

STATE

BRANDON ELLIS

ZIP CODE

TELEPHONE NUMBER

(type or print Principal officer's name and title)

Brandon Ellis

Anita Ellis (Principal officer's signature)

(type or print witness's name)

Anita Ellis

(witness's signature)

TRUSTEE

LIBERTY NATIONAL FINANCIAL CORP

COMPANY NAME

PO BOX 6089

NORMAN

STREET ADDRESS

Oklahoma

73069

CITY

405-321-5310

STATE

CYNTHIA MARTINIAN

ZIP CODE

TELEPHONE NUMBER

(type or print Principal officer's name and title)

C. Martinian

(Principal officer's signature)

S. Garimella

(type or print witness's name)

S. GARIMELLA

(witness's signature)

NOTICE OF CANCELLATION

This is to advise that the above Trust Fund Agreement executed on the 18th day of July, 2022 is hereby cancelled as security in compliance with the FMCSA security requirements under 49 U.S.C.

13906(b) and 49 CFR 387.307, effective as of the _____ day of _____,

_____, 12:01 a.m., standard time at the address of the trustor, provided such date is not less than thirty (30) days after the actual receipt of this notice by the FMCSA.

Date Signed

Signature of Authorized Representative of Trustee or Trustor

Only financial institutions as defined under 49 CFR 387.307(c) may qualify to act as Trustee. Trustee, by the above signature, certifies that it is a financial institution and has legal authority to assume the obligations of Trustee and the financial ability to discharge them.



Filings must be transmitted online via the Internet at <http://www.fmcsa.dot.gov/urs>.



BROKER/SHIPPER AGREEMENT

THIS AGREEMENT ("Agreement") is made and intended to be effective this (the) _____ day of _____, 20____ by and between BBA SYSTEMS, LLC., having offices at 283 N. 465 W. BLACKFOOT, ID 83221 ("BROKER") and _____, having offices at _____ ("SHIPPER"); collectively, the "PARTIES".

RECITALS

A. BROKER is licensed as a Property Broker by the Federal Motor Carrier Safety Administration (FMCSA) in Docket Number MC-10604, or by appropriate State agencies, and as a licensed broker, arranges for freight transportation. A copy of BROKER's authority is attached as Appendix A, and a copy of BROKER's Surety Bond or trust fund agreement is attached as Appendix B; and

B. SHIPPER, to satisfy some of its transportation needs, desires to utilize the services of BROKER to arrange for transportation of SHIPPER's freight.

NOW, THEREFORE, intending to be legally bound, BROKER and SHIPPER agree as follows:

AGREEMENT

1. **TERM.** Subject to Paragraph 12, the term of this Agreement shall be one (1) year, commencing on the date shown above, and shall automatically renew for successive one year periods; provided that either Party may terminate this Agreement on 30 days written notice to the other Party, with or without cause, or as otherwise provided in this Agreement.
2. **SERVICE.** BROKER agrees to arrange for transportation of SHIPPER's freight pursuant to the terms and conditions of this Agreement and in compliance in all material respects with all federal, state and local laws and regulations relating to the brokerage of the freight covered by this Agreement. BROKER's responsibility under this Agreement shall be limited to arranging for, but not actually performing, transportation of SHIPPER's freight. The PARTIES may, upon written mutual agreement, include additional service terms to be attached as Appendix C.
3. **VOLUME.**
 - A. SHIPPER agrees to tender a minimum of three (3) shipments per year to BROKER, and BROKER agrees to arrange for the transportation of said shipments, as well as any other shipments offered by SHIPPER. Shipper is not restricted from tendering freight to other brokers, freight forwarders, third-party logistics providers, or directly to motor carriers. BROKER is not restricted from arranging transportation of freight for other parties.
 - B. SHIPPER shall be responsible to BROKER for timely and accurate delivery specifications and description of the cargo, including, but not limited to, dimensions, weight, any special handling or security requirements.

4. **FREIGHT CARRIAGE.** BROKER warrants that it has entered into, or will enter into, bilateral written contracts with each carrier it utilizes in the performance of this Agreement. BROKER further warrants that those contracts comply with all applicable federal and state laws and regulations and shall include (but not be limited to) the substance of the following terms:

- A. Carrier is in, and shall maintain compliance during the term of this Agreement, with all applicable federal, state and local laws relating to the provision of its services including, but not limited to:
 - 1. transportation of Hazardous Materials, (including the licensing and training of drivers), as defined in 49 C.F.R. §172.800, §173, and §397 et seq. to the extent that any shipments hereunder constitute Hazardous Materials;
 - 2. security regulations;
 - 3. owner/operator lease regulations;
 - 4. loading and securement of freight regulations;
 - 5. implementation and maintenance of driver safety regulations including, but not limited to, hiring, controlled substances, and hours of service regulations;
 - 6. sanitation, temperature, and contamination requirements for transporting food, perishable, and other products;
 - 7. qualification and licensing and training of drivers;
 - 8. implementation and maintenance of equipment safety regulations;
 - 9. maintenance and control of the means and method of transportation including, but not limited to, performance of its drivers;
 - 10. all registration and licensing requirements required to perform the services
 - B. Carrier shall agree to defend, indemnify and hold BROKER and SHIPPER harmless from all damages, claims or losses arising out of its performance of the Agreement, including cargo loss and damage, theft, delay, damage to property, and personal injury or death.
 - C. Carrier shall agree that its liability for cargo loss or damage shall be determined by 49 USC §14706 (the Carmack Amendment). Exclusions in carrier's insurance coverage shall not exonerate carrier from this liability. No limitation of carrier's liability shall apply, unless BROKER first obtains the express written consent of SHIPPER.
 - D. Carrier shall agree to maintain at all times during the term of the contract, insurance coverage with limits not less than the following:

General Liability -	<u>\$ 1,000,000</u>
Auto Liability -	<u>\$ 1,000,000</u>
Cargo Liability -	<u>\$ 100,000</u>
Worker's Compensation -	as required by law.
- BROKER shall verify that each carrier it utilizes in the performance of this Agreement has insurance coverage as defined above.
- E. Carrier shall agree that the provisions contained in 49 CFR 370.1 et seq. shall govern the processing of claims for loss, damage, injury or delay to property and the processing of salvage.
 - F. BROKER and carrier agree that BROKER is the sole party responsible for payment of carrier's charges. Failure of BROKER to collect payment from its customer shall not exonerate BROKER of its obligation to pay carrier. BROKER agrees to pay carrier's undisputed invoice within 31 days of receipt of the bill of lading or proof of delivery, provided carrier is not in default under the terms of this Agreement. If BROKER has not paid carrier's undisputed invoice as agreed, and carrier has complied with the terms of this Agreement, carrier may seek payment from the Shipper or other party responsible for payment after giving BROKER 3 (business days) advance written notice, except that carrier shall not seek payment from Shipper or any other Party responsible for payment if SHIPPER or such other Party can prove payment to BROKER.

- G. Carrier agrees that at no time during the term of this contract with BROKER, shall it have an “Unsatisfactory” safety rating as determined by the Federal Motor Carrier Safety Administration (FMCSA), and that it has no knowledge of any threatened or pending interventions by FMCSA; if carrier receives an “Unsatisfactory” safety rating, or a rating has changed from “Satisfactory” to “Conditional” or if any future safety rating has otherwise been downgraded by FMCSA, it shall immediately notify BROKER and shall not transport any freight hereunder without BROKER’s prior written consent. The provisions of this paragraph are intended to include safety rating designations which may replace those above, which are subject to change by FMCSA at any time.
- H. Carrier shall agree that the terms and conditions of its contract with BROKER shall apply on all shipments it handles for BROKER. Any tariff terms published by carrier which are inconsistent with the contract shall be subordinate to the terms of the contract.
- I. Carrier shall expressly waive all rights and remedies under Title 49 U.S.C., Subtitle IV, Part B to the extent they conflict with the contract.
- J. Carrier will not re-broker, assign, or interline the shipments without prior written consent of BROKER. 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 payments to the CARRIER. Upon BROKER’s payment to delivering carrier, CARRIER shall not be released from any liability to BROKER under this Agreement.

5. **RECEIPTS AND BILLS OF LADING.**

If requested by SHIPPER, BROKER agrees to provide SHIPPER with proof of acceptance and delivery of shipments in the form of a signed Bill of Lading or Proof of Delivery. SHIPPER’s insertion of BROKER’s name on the bill of lading shall be for SHIPPER convenience only and shall not change BROKER’s status as a property broker. The terms and conditions of any freight documentation used by BROKER or carrier selected by BROKER may not supplement, alter, or modify the terms of this Agreement.

6. **PAYMENTS.** BROKER shall invoice SHIPPER for its services in accordance with the rates, charges and provisions set forth in Appendix D, attached, and any written supplements or revisions that are mutually agreed to between the PARTIES in writing. If rates are negotiated between the PARTIES and not otherwise confirmed in writing, such rates shall be considered “written,” and shall be binding, upon BROKER’s invoice to SHIPPER and SHIPPER’s payment to BROKER. SHIPPER agrees to pay BROKER’s invoice within 30 days of invoice date without deduction or setoff. BROKER shall apply payment to the amount due for the specified invoice, regardless whether there are earlier unpaid invoices. Payment of the freight charges to BROKER shall relieve SHIPPER, Consignee or other responsible party of any liability to the carrier for non-payment of its freight charges. BROKER shall indemnify SHIPPER from and against any claim for freight payment brought by carrier against SHIPPER when SHIPPER has paid BROKER and BROKER has failed to pay carrier.

7. **CLAIMS.**

- A. **Freight Claims:** SHIPPER must file claims for cargo loss or damage with BROKER within one hundred eighty (180) days from the date of such loss, shortage or damage, which for purposes of the Agreement shall be the delivery date or, in the event of non-delivery, the scheduled delivery date. SHIPPER must file any civil action against BROKER in a Court of Law (**or commence arbitration**) within two (2) years from the date the carrier or BROKER provides written notice to SHIPPER that the carrier has disallowed any part of the claim in the notice.

Carriers utilized by BROKER shall agree in writing with BROKER to be liable for cargo loss or damage as outlined in paragraph 4.c above. The carriers’ cargo liability for any one shipment shall not exceed \$100,000, unless BROKER is notified by SHIPPER of the increased value prior to shipment pickup and with reasonable advance notice to allow BROKER and/or the carrier to procure additional insurance coverage. It is understood and agreed that the BROKER is not a Carrier and that the BROKER shall not be held liable for loss, damage or delay in the transportation of SHIPPER’s property unless caused by BROKER’s negligent acts or omissions in the performance of this Agreement. BROKER shall assist SHIPPER

in the filing and/or processing of claims with the Carrier. If payment of claim is made by BROKER to SHIPPER, SHIPPER automatically assigns its rights and interest in the claim to BROKER.

In no event shall BROKER or BROKER's Carrier be liable to SHIPPER for special, incidental, or consequential damages that relate to loss, damage or delay to a shipment, unless SHIPPER has informed BROKER in written or electronic form, prior to or when tendering a shipment or series of shipments to BROKER, of the potential nature, type and approximate amount of such damages, and BROKER specifically agrees in written or electronic form to accept responsibility for such damages.

- B. **All Other Claims:** The PARTIES shall notify each other of all known material details within sixty (60) days of receiving notice of any claims other than cargo loss or damage claims, and shall update each other promptly thereafter as more information becomes available. Civil action, or arbitration, if any, shall be commenced within two (2) years from the date either Party provides written notice to the other Party of such a claim.

8. **INSURANCE.** BROKER agrees to procure and maintain at its own expense, at all times during the term of this Agreement, the following insurance coverage amounts:

- | | |
|---|------------------------|
| A. Comprehensive general liability insurance covering bodily injury and property damage | \$1,000,000 occurrence |
| B. Contingent Cargo Insurance | \$100,000 |
| C. Contingent Auto Liability or Hired and Non-owned Auto Liability Insurance | \$1,000,000 |

BROKER shall submit to SHIPPER a certificate of insurance as evidence of such coverage and which names SHIPPER as "Certificate Holder".

9. **SURETY BOND.** BROKER shall maintain a surety bond or trust fund agreement as required by the Federal Motor Carrier Safety Administration in the amount of \$10,000 or as otherwise required by the FMCSA and furnish SHIPPER with proof upon request.

10. **HAZARDOUS MATERIALS.** SHIPPER shall comply with all applicable laws and regulations relating to the transportation of hazardous materials as defined in 49 CFR §172.800, §173, and § 397 et seq. to the extent that any shipments constitute hazardous materials. SHIPPER is obligated to inform BROKER immediately if any such shipments constitute hazardous materials. SHIPPER shall defend, indemnify and hold BROKER harmless from any penalties or liability of any kind, including reasonable attorney fees, arising out of SHIPPER's failure to comply with applicable hazardous materials laws and regulations.

11. **HOMELAND SECURITY.** As applicable to each, respectively, BROKER and SHIPPER shall comply with state and federal Homeland Security related laws and regulations.

12. **"CURE"/DEFAULT.**

- A. Both parties will discuss any perceived deficiency in performance and will promptly endeavor to resolve all disputes in good faith. However, if either Party materially fails to perform its duties under this Agreement, the party claiming default may terminate this Agreement on 10 (ten) days prior written notice to the other Party. SHIPPER shall be responsible to pay BROKER for any services performed prior to the termination of this Agreement and for shipments scheduled and in transit but not yet completed and/or not yet invoiced to SHIPPER.

B. Default: The following actions, in addition to any other material breach described elsewhere in this Agreement, shall each constitute a material beach of this Agreement:

1. Either Party files a voluntary petition under Chapter 7 or 11 of the U.S. Bankruptcy Code, or any equivalent state law; or such a petition is filed against the Party, under federal or state law which is not dismissed within 60 days.
2. BROKER's license(s) required for BROKER to perform its obligations under this Agreement is revoked, canceled, suspended, or discontinued by operation of law or otherwise.

C. In the event of the occurrence of any breach(es) listed in this Section 12.B.above, the non-breaching party may terminate this Agreement effective immediately upon written notice to the breaching party.

13. **INDEMNIFICATION.** Subject to the monetary insurance limits in Section 8, BROKER and SHIPPER shall defend, indemnify and hold each other harmless against any claims, actions or damages, including, but not limited to, cargo loss, damage, or delay, and payment of rates and/or accessorial charges to carriers, arising out of their respective performances under this Agreement, provided, however, the indemnified party shall not offer settlement in any such claim without the agreement of the indemnifying party which agreement shall not be unreasonably withheld. If the indemnified party offers or agrees to a settlement for such a claim without the written agreement of the indemnifying party, the indemnifying party shall be relieved of its indemnification obligation. Neither party shall be liable to the other party for any claims, actions or damages due to the negligence of the other party. Although Section 8 only imposes insurance requirements upon BROKER, for purpose of this Section 12, those amounts also shall limit the scope of SHIPPER's indemnification obligations. The obligation to defend shall include all costs of defense as they accrue.

14. **ASSIGNMENT/MODIFICATIONS OF AGREEMENT.** Neither party may assign or transfer this Agreement, in whole or in part, without the prior written consent of the other party. No amendment or modification of the terms of this Agreement shall be binding unless in writing and signed by the PARTIES.

15. **SEVERABILITY/SURVIVABILITY.** In the event that the operation of any portion of this Agreement results in a violation of any law, or any provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the Parties agree that such portion or provision shall be severable and that the remaining provisions of the Agreement shall continue in full force and effect. The representations and obligations of the PARTIES shall survive the termination of this Agreement for any reason.

16. **INDEPENDENT CONTRACTOR.** It is understood between BROKER and SHIPPER, that BROKER is not an agent for the carrier or SHIPPER and shall remain at all times an independent contractor. SHIPPER does not exercise or retain any control or supervision over BROKER, its operations, employees, or carriers.

17. **NONWAIVER.** Failure of either party to insist upon performance of any of the terms, conditions or provisions of this Agreement, or to exercise any right or privilege herein, or the waiver of any breach of any of the terms, conditions or provisions of this Agreement, shall not be construed as thereafter waiving any such terms, conditions, provisions, rights or privileges, but the same shall continue and remain in full force and effect as if no forbearance or waiver had occurred.

18. **NOTICES.** Unless the PARTIES notify each other in writing of a change of address, any and all notices required or permitted to be given under this Agreement shall be in writing (or fax with machine imprint on paper acknowledging successful transmission or email with confirmed receipt) and shall be addressed as follows:

BBA SYSTEMS, LLC (**BROKER**)

Attn:

Address: 283 N. 465 W. Blackfoot, ID

83221

Phone: 208-481-5500

(**SHIPPER**)

Attn: _____

Address: _____

Phone: _____

Email: orders@bbasys.com

Fax: _____

Email: _____

19. **FORCE MAJEURE.** Neither Party shall be liable to the other for failure to perform any of its obligations under this Agreement during any time in which such performance is prevented by fire, flood, or other natural disaster, war, embargo, riot, civil disobedience, or the intervention of any government authority, or any other cause outside of the reasonable control of the SHIPPER or BROKER, provided that the Party so prevented uses its best efforts to perform under this Agreement and provided further, that such Party provide reasonable notice to the other Party of such inability to perform.

20. **CHOICE OF LAW AND VENUE.** All questions concerning the construction, interpretation, validity and enforceability of this Agreement, whether in a court of law or in arbitration, shall be governed by and construed and enforced in accordance with the laws of the State of California, without giving effect to any choice or conflict of law provision or rule that would cause the laws of any other jurisdiction to apply.

21. **DISPUTE RESOLUTION:** (Choose one option below. Both parties must initial the selected option)

A. **ARBITRATION:** _____ ~~SHIPPER,~~ ~~BROKER~~

In the event of a dispute arising out of this Agreement, the Party's sole recourse shall be to arbitration within two years from the date of the alleged loss. Proceedings shall be conducted under the rules of the Transportation Arbitration and Mediation PLLC (TAM), the American Arbitration Association (AAA) or Transportation ADR Council, Inc. (ADR) at the discretion of the party filing the complaint. Upon agreement of the PARTIES: Arbitration proceedings may be conducted outside of the administrative control of the TAM, AAA or ADR; arbitration proceedings may be conducted by tele-conference or video-conference. The decision of the arbitrators shall be binding and final and the award of the arbitrator may be entered in a court of competent jurisdiction. The prevailing party shall be entitled to recovery of costs, expenses and reasonable attorney fees as well those incurred in any action for injunctive relief, or in the event further legal action is taken to enforce the award of arbitrators. The arbitration provisions of this paragraph shall not apply to enforcement of the award of arbitration.

B. **COMBINATION ARBITRATION/LITIGATION:** _____ ~~SHIPPER,~~ ~~BROKER~~

Subject to the time limitations set forth in Par. 7 above, for disputes where the amount in controversy exceeds \$_____ the Parties shall have the right, but not the obligation, to select litigation in order to resolve any disputes arising hereunder. In the event of litigation the prevailing Party shall be entitled to recover costs, expenses and reasonable attorney fees, including but not limited to any incurred on appeals.

C. **LITIGATION:** _____ ~~SHIPPER,~~ ~~BROKER~~

In the event of a dispute arising out of this Agreement, the Party's sole recourse shall be litigation which shall be filed in accordance with paragraph 20 above within two years from the date of the alleged loss. The prevailing party shall be entitled to recovery of costs, expenses and reasonable attorney fees as well those incurred in any action for injunctive relief.

22. **CONFIDENTIALITY.** Other than as required to comply with law or legal process requiring disclosure, the Parties agree to the following:

- A. BROKER shall not utilize SHIPPER's name or identity in any advertising or promotional communications without written confirmation of SHIPPER's consent and the PARTIES shall not publish, use or disclose the contents or existence of this Agreement except as necessary to conduct their operations pursuant to this Agreement. BROKER will require its carriers and/or other brokers to comply with this confidentiality clause.
- B. In addition to Confidential Information protected by law, statutory or otherwise, the Parties agree that all of their financial information and that of their customers, including but not limited to freight and brokerage rates, amounts received for brokerage services, amounts of freight charges collected, freight volume requirements, as well as personal customer information, customer shipping or other logistics requirements shared or learned

between the Parties and their customers, shall be treated as Confidential, and shall not be disclosed or used for any reason without prior written consent.

- C. In the event of violation of this Confidentiality paragraph, the Parties agree that the remedy at law, including monetary damages, may be inadequate and that the Parties shall be entitled, in addition to any other remedy they may have, to an injunction restraining the violating Party from further violation of this Agreement in which case the non-prevailing Party shall be liable for all costs and expenses incurred, including but not limited to reasonable attorney's fees.

23. ENTIRE AGREEMENT: This Agreement, including all Appendices and Addenda, constitutes the entire agreement intended by and between the PARTIES and supersedes all prior agreements, representations, warranties, statements, promises, information, arrangements, and understandings, whether oral, written, expressed or implied, with respect to the subject matter hereof. Any modifications to this model contract, as published and copyrighted by TIA and NITL, shall be highlighted or italicized and initialed by both PARTIES to be valid. The PARTIES further intend that this Agreement constitutes the complete and exclusive statement of its terms and that no extrinsic evidence may be introduced to reform this Agreement in any judicial or arbitration proceeding involving this Agreement.

IN WITNESS WHEREOF, the PARTIES hereto have caused this Agreement to be executed in their respective names by their fully-authorized representatives as of the dates first above written.

BROKER

Brandon Ellis
Signed

Brandon Ellis
Printed Name

CEO
Title

SHIPPER

Signed

Printed Name

Title