

No Name Logistics, Inc.

Physical Address: 301 Clematis St, Suite 3000
West Palm Beach, FL 33401

MC Number: 475240 Federal ID #: 04-3437903

SCAC Code: NONM DUNNS #: 92-645-9462

Phone Numbers: 561-312-4440

Fax Number: 561-828-9221

Dispatch Email: aaron@nonameinc.com

Website: www.nonameinc.com

No Name Logistics, Inc. requires that we be named as a certificate holder. Please have your insurance company put a certificate in our name.

No Name Logistics, Inc.
301 Clematis St, Ste. 3000
West Palm Beach, FL 33401

Certificates can be faxed to: 561-828-9221 or
Emailed to aaron@nonameinc.com

**Please note that we require an allowance of 4 hours for loading and unloading.
Quick pay available for 5%**

**We require that your driver fax the signed B.O.L. to 561-828-9221 as a POD.
This must be done within 24 hours of delivery.
Shipment Pricing must not be written on the BOL
Please do NOT take a load from us if this is not agreeable.**

**Billing: Your Company's billing practices effect our credit!
Invoice & Post Mark dates must coincide.**

P. 561 312 4440 F. 561 828 9221
www.nonameinc.com



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

400 7th Street SW
Washington, DC 20590

SERVICE DATE
November 9, 2005

DECISION
MC-475240
NO NAME INCORPORATED
WEST PALM BEACH, FL
REENTITLED
NO NAME LOGISTICS, INC.

On November 1, 2005, applicant filed a request to have the Federal Motor Carrier Safety Administration's records changed to reflect a name change.

It is ordered:

The Federal Motor Carrier Safety Administration's records are amended to reflect the carrier's name as NO NAME LOGISTICS, INC.

Within 30 days after this decision is served, the applicant must establish that it is in full compliance with the statute and the insurance regulations by having amended filings on prescribed FMCSA forms (BMC91 or 91X or 82 for bodily injury and property damage liability, BMC 34 or 83 for cargo liability, or a BMC 84 or 85 for property broker security and BOC-3 for designation of agents upon whom process may be served) submitted on its behalf. Copies of Form MCS-90 or other "certificates of insurance" are not acceptable evidence of insurance compliance. Insurance and BOC-3 filings should be sent to Federal Motor Carrier Safety Administration, 400 Virginia Avenue, SW, Suite 600, Washington, DC 20024.

The applicant is notified that failure to comply with the terms of this decision shall result in revocation of its operating rights registration, effective 30 days from the service date of this decision.

To verify that the applicant is in full compliance, call (202)358-7000 or visit our web site at: <http://li-public.fmcsa.dot.gov>. Any other questions regarding the action taken should be directed to (202)366-9805.

Decided: November 4, 2005
By the Federal Motor Carrier Safety Administration

Angeli Sebastian, Chief
Information Systems Division

NC/A



Active/Pending Insurance

US DOT:	2231688	Docket Number:	MC475240
Legal Name:	NO NAME LOGISTICS, INC.		

Form	Type	Insurance Carrier	Policy/Surety	Posted Date	Coverage From	Coverage To	Effective Date	Cancellation Date
85	TRUST FUND	PACIFIC FINANCIAL ASSOCIATION, INC.	NONE	10/03/2013	\$0	\$75,000*	10/01/2013	

* 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.

| [Carrier Details](#) | [Rejected Insurance](#) | [Insurance History](#) | [Authority History](#) | [Pending Application](#) | [Revocation](#) |

September 23, 2015



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) No Name Logistics, Inc.	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
	<input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.) 301 Clematis Street Suite 3000	
City, state, and ZIP code West Palm Beach, FL 33401		
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 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								

or

Employer identification number									
0	4	-	3	4	3	7	9	0	3

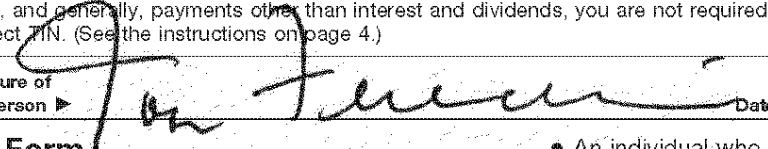
Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

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. person (including a U.S. resident alien).

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 4.)

Sign Here	Signature of U.S. person ▶ 	Date ▶ 8/15/2007
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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, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. 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.

In 3 above, 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.

Note. If 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.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the 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 withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

No Name Logistics, Inc.

301 Clematis St, Suite 3000, West Palm Beach, FL 33401

Carrier Profile Sheet

Carrier Name: _____

Physical Address: _____

City, ST, Zip: _____

Toll Free: _____ Local: _____

Fax: _____ After Hours: _____

Contact: _____ Contact: _____

Dispatch Email: _____

MC #: _____ Federal ID #: _____

Where did you see this load posted? _____

Please select your equipment:

Reefer - 48 Flat - 48 Tanker _____

Reefer - 53 Flat - 53 Stepdeck _____

Van - 48 Tarps Double Drop _____

Van - 53 Side Kit Hot Shot _____

Van - Heated Air Ride Hazmat _____

Is your company a corporation? _____

Who is your Factoring Company? _____

We require carrier to inform us of "intent to sell your invoices"

We choose **NOT** to do business with: **Systran, Marquet, or Trancentral**

What is your Remit to Address? _____

No Name Logistics, Inc.



301 Clematis St, Suite 3000
West Palm Beach, FL 33401

Carrier Reference Sheet

Please provide us with some of your company's references:

Company: _____

Location: _____

Contact Name & #: _____

Company: _____

Location: _____

Contact Name & #: _____

Company: _____

Location: _____

Contact Name & #: _____

Company: _____

Location: _____

Contact Name & #: _____

No Name Logistics, Inc.



301 Clematis St, Suite 3000
West Palm Beach, FL 33401

Email List

Join our email list and receive email alerts of the freight we have as we get it. Send me your email address and the equipment you run. I will add you to the Van/Reefer or Flatbed/Specialized list. Emails of freight will be sent out before loads are posted! You can sign up online by going to http://www.nonameinc.com/carriers_corner.htm. Or fill out this form and fax back to 561-828-9221. You can be removed at anytime by just letting me know to remove.

Company: _____

City: _____ ST: _____

Contact Person: _____

Email Address: _____

Equipment Types: _____

No Name Logistics, Inc.

301 Clematis St, Suite 3000 West Palm Beach, FL 33401

BROKER /CARRIER AGREEMENT

This Agreement is entered into this ____ day of _____, 201____, by and between

_____ ("CARRIER"),

a Registered Motor Carrier, License No. MC-_____, and **No Name Logistics,**

Inc. having offices at **301 Clematis St, Ste 3000, West Palm Beach, FL 33401**, a

Registered Property Broker, Permit/Certificate No. **MC-475240** ("BROKER");

collectively, the "Parties". ("Registered" means operated under authority issued by the

Federal Motor Carrier Safety Administration (or its predecessors) within the U.S.

Department of Transportation.).

1. CARRIER REPRESENTS AND WARRANTS THAT IT:

- A. Is a Registered Motor Carrier of Property authorized to provide transportation of property under contracts with shippers and receivers and/or brokers of general commodities.
- B. Shall transport the property, under its own operating authority and subject to the terms of this Agreement;
- C. Makes the representations herein for the purpose of inducing BROKER to enter into this Agreement;
- D. Agrees that a 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.
- E. Will not re-broker, assign or interline the shipments hereunder, 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 payment to CARRIER. Upon BROKER's payment to delivering carrier, CARRIER shall not be released from any liability to BROKER under this Agreement. In addition to the indemnity obligation in Par 1.H CARRIER will be liable for consequential damages for violation of this Par.

- F. 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: 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; owner/operator lease regulations; loading and securing of freight regulations; implementation and maintenance of driver safety regulations including, but not limited to, hiring, controlled substances, and hours of service regulations; sanitation and temperature requirements for transporting food and other perishable products, qualification and licensing and training of drivers; implementation and maintenance of equipment safety regulations; maintenance and control of the means and method of transportation including, but not limited to, performance of its drivers;
- G. Will notify BROKER immediately if CARRIER's federal Operating Authority is revoked, suspended or rendered inactive for any reason; and/or if CARRIER is sold, or if there is a change in control of ownership of CARRIER; and/or any of its insurance required hereunder is threatened to be or is terminated, cancelled, suspended, or revoked for any reason
- H.
- i. Subject to the express monetary insurance limits in Par 3.D as to CARRIER, and BROKERS monetary insurance limits for public liability, and property damage, or such other amounts as mutually agreed by the Parties in writing, BROKER and CARRIER shall defend, indemnify and hold each other harmless from any claims, actions or damages, arising out of their respective performances under this Agreement. Neither Party shall be liable to the other for any claims, actions or damages due to the negligence of the other Party. The obligation to defend shall include all costs of defense as they accrue.
 - ii. Except for CARRIERS liability under Par 1.E, unless otherwise agreed in writing, and regardless of whether the Parties insurance as referred to in sub par i) above, is valid or provides coverage, the Parties indemnity obligations shall not exceed the monetary insurance limits referred to in sub par i).
- I. Does not have an "Unsatisfactory" safety rating issued by the Federal Motor Carrier Safety Administration (FMCSA), U.S. Department of Transportation, and will notify BROKER in writing immediately if its safety rating is changed to "Unsatisfactory" or "Conditional".
- J. Authorizes BROKER to invoice CARRIERS freight charges to shipper, consignee, or third parties responsible for payment. K. Has investigated, monitors, and agrees to conduct business hereunder based on the creditworthiness of BROKER and is granting BROKER credit terms accordingly.

2. BROKER RESPONSIBILITIES:

- A. SHIPMENTS, BILLING & RATES: BROKER: agrees to solicit and obtain freight transportation business for CARRIER to the mutual benefit of CARRIER and BROKER, and shall offer CARRIER at least three (3) loads/shipments annually. BROKER shall inform CARRIER of (a) place of origin and destination of all shipments; and (b) if applicable, any special shipping instructions or special equipment requirements, of which BROKER has been timely notified.

B. BROKER: agrees to conduct all billing services to shippers. CARRIER shall invoice BROKER for its (CARRIER's) charges, as mutually agreed in writing, by fax, or by electronic means, contained in BROKER's Load Confirmation Sheet(s) incorporated herein by reference (Exhibit A, et seq.). 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) by both Parties. Any such additional, modified, or amended rates, changes in rates shall automatically be incorporated herein by reference as part of Exhibit A, Amendment 1, et seq.

C. RATES: 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. All written confirmations of rates, including confirmations by billing and payment, shall be incorporated herein. Rates or charges, including but not limited to stop-offs, detention, loading or unloading, fuel surcharges, or other accessorial charges, released rates or values, or tariff rules or circulars, shall only be valid when specifically agreed to in a signed writing by the Parties.

D. PAYMENT:

i. The Parties 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 invoice within 30 days of receipt of the bill of lading or proof of delivery, provided CARRIER is not in default under the terms of this Agreement. CARRIER acknowledges and agrees that their invoices will reflect no more than a three (3) day difference of the invoice date and the post marked date. If BROKER has not paid CARRIER's invoice as agreed, and CARRIER has complied with the terms of this Agreement, CARRIER may not seek payment from the Shipper or other party responsible for payment to the BROKER.

ii. Payment and other disputes are subject to the terms of Par 4.D, which provides in part that prevailing parties are entitled to recovery of costs, expenses and reasonable attorney fees.

iii. CARRIER agrees that the post mark date on their invoices will not exceed 4 days from the invoice date. BROKER cannot accept back dated invoices of which carrier simply has not mailed in reasonable time.

E. BOND: BROKER shall maintain a surety bond /trust fund on file with the Federal Motor Carrier Safety Administration (FMCSA) in the form and amount required by that agency's regulations.

3. CARRIER RESPONSIBILITIES:

A. EQUIPMENT: Subject to its representations and warranties in Paragraph 1 above, CARRIER agrees to provide the necessary equipment and qualified personnel for completion of the

transportation services required for BROKER and/or its customers. CARRIER will not supply equipment that has been used to transport hazardous wastes, solid or liquid, regardless of whether they meet the definition in 40 C.F.R. §261. CARRIER agrees that all shipments will be transported and delivered with reasonable dispatch, or as otherwise agreed in writing.

B. BILLS OF LADING: CARRIER shall issue a bill of lading in compliance with 49 U.S.C. §80101 et seq., 49 C.F.R. §373.101 (and any amendments thereto), for the property it receives for transportation under this Agreement. 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 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.

C. LOSS & DAMAGE CLAIMS:

- i. CARRIER shall comply with 49 C.F.R. §370.1 et seq. and any amendments and/or any other applicable regulations adopted by the Federal Motor Carrier Safety Administration, U.S. Department of Transportation, or any applicable state regulatory agency, for processing all loss and damage claims and salvage and
- ii. CARRIER's liability for any cargo damage, loss, or theft from any cause shall be determined under the Carmack Amendment, 49 U.S.C. §14706; and
- iii. Special Damages: CARRIER's indemnification liability (Par 1.H) for freight loss and damage claims under this sub par C (ii) 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 under this sub par (ii) above.

Neither Party shall be liable to the other for consequential damages without prior written notification of the risk of loss and its approximate financial amount, and agreement to assume such responsibility in writing. 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 30 days of receipt of the claim. Failure of CARRIER to pay, decline or offer settlement within this 180 day period shall be deemed admission by CARRIER of full liability for the amount claimed and a material breach of this Agreement.

vi. CARRIER'S liability for cargo damage, loss, or theft from any cause for any one shipment, under sub par b) above, shall not exceed \$100,000 unless CARRIER is notified by BROKER or Shipper of the increased value prior to shipment pick up.

D. INSURANCE: CARRIER shall furnish BROKER with Certificate(s) of Insurance, or insurance policies providing thirty (30) days advance notice of cancellation or termination, and unless otherwise agreed, subject to the following minimum limits: Public liability \$1,000,000; motor vehicle (including hired and non-owned vehicles), property damage, and personal injury liability \$1,000,000 (\$_____ if transporting hazardous materials including environmental damages due to release or discharge of hazardous substances); cargo damage/loss, \$100,000; workers' compensation with limits required by law. Except for the higher coverage limits which may be specified above, the insurance policies shall comply with minimum requirements of the Federal Motor Carrier Safety Administration and any other applicable regulatory state agency. Nothing in this Agreement shall be construed to avoid CARRIER's liability due to any exclusion or deductible in any insurance policy.

E. ASSIGNMENT OF RIGHTS: CARRIER automatically assigns to BROKER all its rights to collect freight charges from Shipper or any responsible third party on receipt of payment from BROKER.

F. CARGO TRANSPORTATION: CARRIER warrants it is a professional cargo and freight transportation company. CARRIER is responsible to ensure, before transporting any cargo, that cargo or freight is suitable and secured for transport, regardless of who performed the loading of the cargo.

G. PROOF OF DELIVERY: It is understood and agreed that the BROKER has the need to acquire Proof of Delivery (POD) from the CARRIER in a timely manner. BROKER cannot create invoices for shipments to BROKERS clients without a signed copy of the Bill of Lading. CARRIER acknowledges and agrees to provide POD to BROKER within 24 hours of the delivery of any shipment or may be subject to a fine.

H. COMMUNICATION: CARRIER acknowledges and agrees that all communication regarding any shipment the CARRIER is handling for the BROKER will be done directly with the BROKER. CARRIER acknowledges and agrees that the terms of the shipment, including but not limited to pickup time, location, date, delivery time, location, date, etc cannot be altered in any way or manner without the knowledge and consent of the BROKER. CARRIER acknowledges and agrees that no other party (Shipper, Rigger, Receiver, Etc) has authority to change the terms of the shipment without the BROKERS consent which shall be given directly to the CARRIER or their representative by the BROKER either verbally or in writing.

4. MISCELLANEOUS:

A. INDEPENDENT CONTRACTOR: It is understood and agreed that the relationship between BROKER and CARRIER is that of independent contractor and that no employer/employee relationship exists, or is intended. BROKER has no control of any kind over CARRIER, including but not limited to routing of freight, and nothing contained herein shall be construed to be inconsistent with this provision.

B. NON-EXCLUSIVE AGREEMENT: CARRIER and BROKER acknowledge and agree that this contract does not bind the respective Parties to exclusive services to each other. Either party may enter into similar agreements with other carriers, brokers, or freight forwarders.

C. WAIVER OF PROVISIONS:

- i. Failure of either party to enforce a breach or waiver of any provision or term of this Agreement shall not be deemed to constitute a waiver of any subsequent failure or breach, and shall not affect or limit the right of either party to thereafter enforce such a term or provision.
- ii. This Agreement is for specified services pursuant to 49 U.S.C. §14101(b). To the extent that terms and conditions herein are inconsistent with Part (b), Subtitle IV, of Title 49 U.S.C. (ICC Termination Act of 1995), the parties expressly waive any or all rights and remedies they may have under the Act.

D. DISPUTES: In the event of a dispute arising out of this Agreement, including but not limited to Federal or State statutory claims, the party's sole recourse (except as provided below) shall be to arbitration. 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 BROKER's sole discretion. Arbitration proceedings shall be started within four (4) months from the date of delivery or scheduled date of delivery of the freight, whichever is later. Upon agreement of the Parties, arbitration proceedings may be conducted outside of the administrative control of the TAM, AAA or ADR. The decision of the arbitrators shall be binding and final and the award of the arbitrator may be entered as judgment in any court of competent jurisdiction. The prevailing party shall be entitled to recovery of costs, expenses and reasonable attorney fees as well as those incurred in any action for injunctive relief, or in the event further legal action is taken to enforce the award of arbitrators. Arbitration proceedings shall be conducted at the office of the AAA, ADR or TAM nearest _____ or such other place as mutually agreed upon in writing or directed by the acting arbitration association. Provided, however, either Party may apply to a court of competent jurisdiction for injunctive relief. Venue for any such action shall be in Illinois. Unless preempted or controlled by federal law and regulations, the laws of the State of Illinois shall be controlling. The arbitration provisions of this paragraph shall not apply to enforcement of the award of arbitration.

E. EXTENSIVE USE OF TIME: BROKER and CARRIER acknowledge and agree that extensive use of time by a shipper or receiver may result in fees to the CARRIER (Detention). BROKER and CARRIER acknowledge and agree that detention compensation to carrier may exist in only two situations; 1. CARRIER has preplanned and set time to arrive at shipping or receiving location with all parties involved in shipment agreeing to that time. The shipping or receiving location then exceeds two hours of loading or unloading time. 2. Shipper or receiver have general knowledge that CARRIER is in route to their location and may arrive within a specified window of time. The shipping or receiving location then exceeds four hours of loading or unloading time. BROKER and CARRIER agree that a fee of \$50.00 U.S. funds will be due to the CARRIER per hour of detention time. CARRIER acknowledges and agrees that detention cannot occur without a set time of pickup or delivery that has been agreed upon by all parties involved in the shipment or if CARRIER did not arrive on time. No Name Logistics has a contract to move shipments for the Texas Facilities Commission (TFC), those shipments have their own terms which are laid out in the TFC contract, and can be available upon request. Shipments involving riggers or contractors hired to handle loading/unloading are also subject to extensive use of time; in the event the CARRIER does not show up on time for a preset loading or unloading appointment in which a contractor or rigger has been hired and carrier does not inform BROKER 24 hours in advance that they will not be on time, CONTRACTOR may be entitled to a claim for extensive use of time or a claim for costs involved for having a crew and/or equipment on site. CARRIER agrees to responsibility for such claims.

F. NO BACK SOLICITATION:

- i. CARRIER shall not knowingly solicit freight shipments from any shipper, consignor, or consignee, or other customer of BROKER, when: such shipments of the shipper, consignor, or consignee or BROKER customer were first tendered to the CARRIER by the BROKER. (OPTIONAL)

- ii. In the event of breach of this provision, BROKER shall be entitled, for a period of 24 months following delivery of the last shipment transported by CARRIER under this Agreement, to a commission of percent (20%) of the gross transportation revenue (as evidenced by freight bills) received by CARRIER for the transportation of said freight as liquidated damages. Additionally, BROKER may seek injunctive relief and in the event it is successful, CARRIER shall be liable for all costs and expenses incurred by BROKER, including, but not limited to, reasonable attorney's fees.

G. CONFIDENTIALITY:

- i. 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.
- ii. In the event of violation of this Confidentiality paragraph, the Parties and 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 prevailing Party shall be liable for all costs and expenses incurred, including but not limited to reasonable attorney's fees.

H. The limitations of liability for cargo loss and damage as well as other liabilities, arising out of the transportation of shipments, which originate outside the United States of America, may be subject to the laws of the country of origination.

I. MODIFICATION OF AGREEMENT: This Agreement and Exhibit A et.seq. attached may not be amended, except by mutual written agreement, or the procedures set forth above (Pars 2.B and 2.C).

J. NOTICES:

- i. All notices provided or required by this Agreement, shall be made in writing and delivered,

return receipt requested, to the addresses shown herein with postage prepaid; or by confirmed (electronically acknowledged on paper) fax.

ii. 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.

iii. Notices sent as required hereunder, to the addresses shown in this Agreement shall be deemed sent to the correct address, unless the Parties are notified in writing of any changes in address.

K. CONTRACT TERM: The term of this Agreement shall be one year from the date hereof and thereafter it shall automatically be renewed for successive one (1) year periods, unless terminated, upon thirty (30) day's prior written notice, with or without cause, by either Party at any time, including the initial term. In the event of termination of this Agreement for any reason, the Parties shall be obligated to complete performance of any work in progress in accordance with the terms of this Agreement.

L. SEVERANCE: SURVIVAL: 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.

M. COUNTERPARTS: This Agreement may be executed in any number of counterparts each of which shall be deemed to be a duplicate original hereof.

N. FAX OR EMAIL CONSENT: The Parties to this Agreement are authorized to fax to each other at the numbers shown herein or email addresses provided, (or otherwise modified in writing from time to time) shipment availabilities, equipment and rate promotions, or any advertisements of new services.

O. ENTIRE AGREEMENT: Except for Exhibit A and its amendments, and 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. 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.

No Name Logistics, Inc.

301 Clematis St, Suite 3000 West Palm Beach, FL 33401

BROKER /CARRIER AGREEMENT

SIGNATURE PAGE

IN WITNESS WHEREOF, we have signed this Agreement the date and year first shown above.

CARRIER BROKER

Authorized Signature _____

Printed Name _____

Title _____

Aaron Menice

V.P.

Company Address _____

**301 Clematis St, Ste 3000 West Palm
Beach, FL 33401**

Phone _____

561-312-4440

Fax# _____

561-828-9221

E-Mail _____

sales@nonameinc.com

P. 561 312 4440 F. 561 828 9221 www.nonameinc.com