

Thank you for your interest in becoming an approved carrier for Aden Logistics.

Please complete and return the following information:

- ✓ Broker Carrier Agreement
- ✓ Carrier Profile
- ✓ COI Request
- ✓ Quick Pay Form
- ✓ W9 Form

Once the packet is completed in its entirety, please return it to:

team1@adenmoves.com

This packet includes the following:

- ✓ Broker Carrier Agreement
- ✓ Carrier Profile
- ✓ Quick Pay Form
- ✓ References
- ✓ Contact Information
- ✓ W9 Form
- ✓ Surety Bond
- ✓ MC Certificate
- ✓ Aden Logistics Insurance Specimen
- ✓ SCAC Code

Contact Information

Carolina Castaneda	Team Lead	ccastaneda@adenmoves.com	845.422.8268
December Mosiurchak	Planner	dmosiurchak@adenmoves.com	845.422.8281
Jennifer Davis	Billing & Settlements	jdavis@adenmoves.com	845.422.8265
Team Dispatch	24-7	team1@adenmoves.com	877.837.5424
Invoice Submission		carrierpayables@adenmoves.com	

Carrier Agreement

This Agreement is entered into this ____ day of _____, 20__, by _____ and between ADEN LOGISTICS CORP. ("BROKER"), a Registered Property Broker, Lic. No. DOT 3162667, and MC 112320, a Registered Motor Carrier,

Permit/Certificate No. DOT/MC ("CARRIER") _____ 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 Aden Logistics to enter into this Agreement.
- D. Agrees that a Shipper's insertion of Aden Logistics name as the carrier on a bill of lading shall be for the Shipper's convenience only and shall not change Aden Logistics status as a property broker nor CARRIER' s status as a motor carrier. Aden Logistics is not a motor carrier and assumes no motor carrier responsibility for cargo loss and damage in the event that the National Motor Freight Traffic Association (NMFTA) (effective in August 2016), form of bill of lading is utilized.
- E. Will not re-broker, co-broker, subcontract, assign, interline, or transfer the transportation of shipments hereunder to any other persons or entity conducting business under a different operating authority, without prior written consent of Aden Logistics. If CARRIER breaches this provision, among all other remedies (whether at equity or in law), Aden Logistics shall have the right of paying the monies it owes CARRIER directly to the delivering carrier, in lieu of payment to CARRIER. Upon Aden Logistics payment to delivering carrier, CARRIER shall not be released from any liability to Aden Logistics under this Agreement or otherwise, including any claims under MAP-21 (49 U.S.C. § 13901 et seq.). In addition to the indemnity obligation in Par 1.H, CARRIER will be liable for consequential damages for violation of this provision.

- 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 Haz-Mat qualified 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; security regulations; owner/operator lease regulations; loading and securement of freight regulations; implementation and maintenance of driver safety regulations including, but not limited to, hiring, controlled substances and alcohol testing, and hours of service regulations; sanitation, temperature, and contamination requirements for transporting food, perishable, and other products, including without limitation the Food Safety Modernization Act, the Sanitary Food Transportation Act of 2005 and the FDA's Final Rule pertaining to Sanitary Transportation of Human and Animal Food, 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; all applicable insurance laws and regulations including but not limited to workers' compensation. CARRIER agrees to provide proof of compliance upon request.
- G. Is solely responsible for any and all management, governing, discipline, direction and control of its employees, owner/operators, and equipment with respect to operating within all applicable federal and state legal and regulatory requirements to ensure the safe operation of CARRIERS vehicles, drivers and facilities. CARRIER and Aden Logistics agree that safe and legal operation of the CARRIER and its drivers shall completely and without question govern and supersede any service requests, demands, preferences, instructions, and information from Aden Logistics or Aden Logistics customer with respect to any shipment at any time.
- H. CARRIER will notify Aden Logistics immediately if its federal Operating Authority is revoked, suspended or rendered inactive for any reason; and/or if it is sold, or if there is a change in control of ownership, and/or any insurance required hereunder is threatened to be or is terminated, cancelled, suspended, or revoked for any reason.
- I. CARRIER shall defend, indemnify and hold Aden Logistics and its shipper customer harmless from any claims, actions or damages, arising out of its performance under this Agreement, including cargo loss and damage, theft, delay, damage to property, and personal injury or death. Neither Party shall be liable to the other for any claims, actions or damages due to the negligence or intentional act of the other Party, or the shipper. The obligation to defend shall include all costs of defense as they accrue.
- J. Does not have an "Unsatisfactory" safety rating issued by the Federal Motor Carrier Safety Administration (FMCSA), U.S. Department of Transportation, and will notify Aden Logistics in writing immediately if its safety rating is changed to "Unsatisfactory" or "Conditional". Authorizes Aden Logistics to invoice CARRIER's freight charges to shipper, consignee, or third parties responsible for payment.
- K. Has investigated, monitors, and agrees to conduct business hereunder based on the credit-worthiness of Aden Logistics and is granting Aden Logistics credit terms accordingly.
- L. On behalf of shipper, consignee and broker interests, to the extent that any shipments subject to this Agreement are transported within the State of California on refrigerated equipment, CARRIER warrants that it shall only utilize equipment which is in full compliance with the California Air Resources Board (CARB) Transport Refrigerated Unit (TRU) Airborne Toxic Control Measure (ATCM) in-use regulations. CARRIER shall be liable to Aden Logistics for any penalties, or any other liability, imposed on, or assumed by Aden Logistics due to

penalties imposed on Aden Logistics customer because of CARRIER's use of non-compliant equipment.

2. ABL RESPONSIBILITIES:

- A. **SHIPMENTS, BILLING & RATES:** Aden Logistics shall offer CARRIER at least one (1) loads/shipments annually. Aden Logistics shall inform CARRIER of (i) place of origin and destination of all shipments; and (ii) if applicable, any special shipping and handling instructions, special equipment requirements, or value of shipments in excess of the amount specified in Par. 3C(vi) below, of which Aden Logistics has been timely notified.
- B. Aden Logistics agrees to conduct all billing services to shippers, consignees, or other party responsible for payment. CARRIER shall invoice AL for its (CARRIER's) charges, as mutually agreed in writing, by fax, or by electronic means, contained in Aden Logistics Load Confirmation Sheet(s) / dispatch sheets incorporated herein by this reference. 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, Aden Logistics requirements, and/or specific shipping schedules as mutually agreed upon, and shall be confirmed in writing (or by fax or email) by both Parties. Any such additional, modified, or amended rates, changes in rates shall automatically be incorporated herein by this reference.
- 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 Aden Logistics has paid it. All written confirmations of rates, including confirmations by billing and payment, shall be incorporated herein by this reference. Rates or charges, including but not limited to stop-offs, detention, loading or unloading, fuel surcharges, or other accessorial charges, tariff rates, released rates or values, or tariff rules or circulars, shall only be valid when their terms are specifically agreed to in a writing signed by both Parties.
- D. **PAYMENT:** The Parties agree that Aden Logistics is the sole party responsible for payment of CARRIER's charges. Failure of Aden Logistics to collect payment from its customer shall not exonerate Aden Logistics of its obligation to pay CARRIER. Aden Logistics agrees to pay CARRIER's invoice within 30 days of receipt of the bill of lading or proof of delivery, or other documents specified in the load confirmation, provided CARRIER is not in default under the terms of this Agreement. If Aden Logistics has not paid CARRIER's 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 Aden Logistics 30 (business days) advance written notice. CARRIER shall not seek payment from Shipper, consignees, or third parties, if they can prove payment to Aden Logistics.
- E. **BOND:** Aden Logistics shall maintain a surety bond /trust fund as agreed to in the amount of \$75,000 and on file with the Federal Motor Carrier Safety Administration (FMCSA) in the form and amount not less than that required by that agency's regulations.
- F. Aden Logistics will notify CARRIER immediately if its federal Operating Authority is revoked, suspended or rendered inactive for any reason; and/or if it is sold, or if there is a change in control of ownership, and/or any insurance required hereunder is threatened to be or is terminated, cancelled, suspended, or revoked for any reason.
- G. Aden Logistics responsibility is limited to arranging for, but not actually performing, transportation of a shipper's freight.
- H.

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 Aden Logistics 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. §261.1 et. seq. CARRIER will furnish equipment for transporting cargo which is sanitary, and free of any contamination, suitable for the particular commodity being transported and which will not cause in whole or in part adulteration of the commodity as defined in 21 U.S.C § 342. 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 sign a bill of lading, produced by shipper or CARRIER in compliance with 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 (including but not limited to payment and credit terms, released rates or released value) inconsistent with the terms of this Agreement shall be ineffective. 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. CARRIER agrees that food that has been transported or offered for transport under conditions that are not in compliance with Shipper's or Aden Logistics instructions, as provided to CARRIER by Shipper or Aden Logistics, will be considered "adulterated" within the meaning of the Federal Food, Drug and Cosmetic Act, 21 U.S.C. § 342 (i). CARRIER understands and agrees that adulterated shipments may be refused by the consignee or receiver, at destination without diminishing or affecting CARRIER'S liability in the event of a cargo claim. CARRIER shall not sell, salvage or attempt to sell or salvage any goods without the Aden Logistics express written permission; 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 if applicable; however, liability for exempt commodities and processing cargo loss and damage claims shall be determined by: DRC Trading Practices, or Blue Book Transportation Guidelines, or NAPTWG Best Practices by agreement of the Parties and if no agreement then by one of the above associations' guidelines named above at the selection of Aden Logistics
 - (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 of CARRIER under Subp. (ii) above.

- (iv) Notwithstanding the terms of 49 CFR 370.9, CARRIER shall pay, decline or make settlement offer in writing on all cargo loss or damage claims within 60 days of receipt of the claim. Failure of CARRIER to pay, decline or offer settlement within this 60 day period shall be deemed admission by CARRIER of full liability for the amount claimed and a material breach of this Agreement.
 - (v) CARRIER's liability for cargo damage, loss, or theft from any cause for any one shipment, under Subp. ii above shall not exceed \$100,000 unless CARRIER is notified by Aden Logistics or Shipper of the increased value 1 days prior to shipment pick up.
- D. **INSURANCE:** CARRIER shall furnish Aden Logistics with Certificate(s) of Insurance, or insurance policies providing thirty (30) days advance written notice of cancellation or termination, and unless otherwise agreed, subject to the following minimum limits: General liability \$1,000,000.00; motor vehicle (including hired and non-owned vehicles) \$1,000,000.00, (\$5,000,000 if transporting hazardous materials including environmental damages due to release or discharge of hazardous substances); cargo damage/loss, \$100,000.00; 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 or limit CARRIER's liability due to any exclusion or deductible in any insurance policy.
- E. **ASSIGNMENT OF RIGHTS:** CARRIER automatically assigns to Aden Logistics all its rights to collect freight charges from Shipper or any responsible third party on receipt of payment of its freight charges from Aden Logistics.
- F. CARRIER assumes full responsibility and liability for payment of the following items: All applicable federal, state, and local payroll taxes, taxes for unemployment insurance, old age pensions, workers' compensation, social security, with respect to persons engaged in the performance of its transportation services hereunder. Aden Logistics shall not be liable for any of the payroll-related tax obligations specified above and CARRIER shall indemnify, defend, and hold Aden Logistics harmless from any claim or liability imposed or asserted against Aden Logistics for any such obligations.

4. MISCELLANEOUS:

- A. **INDEPENDENT CONTRACTOR:** The relationship of the Parties to each other shall at all times be that of independent contractors. None of the terms of this Agreement, or any act or omission of either Party shall be construed for any purpose to express or imply a joint venture, partnership, principal/agent, fiduciary, or employer/employee relationship between the Parties. Each Party shall provide sole supervisions and shall have exclusive control over the actions and operations of its employees, and agents used to perform its services hereunder. Neither Party has any right to control, discipline or direct the performance of any employees, or agents of the other Party. Neither Party shall represent to any party that it is anything other than an independent contractor in its relationship to the other Party.
- B. **NON-EXCLUSIVE AGREEMENT:** CARRIER and Aden Logistics 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 (select one):_ American Arbitration Association (AAA) X Transportation ADR Council, Inc. (ADR),_ DRC (Fruit and Vegetable Dispute Resolution Corp) for fresh produce related claims, upon mutual agreement of the Parties, or if no agreement, then at Aden Logistics sole discretion. Arbitration proceedings shall be started within eighteen (18) 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 AAA, ADR, or DRC. 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 rationale and reasoning of the decision of arbitrator(s) shall be fully explained in a written opinion. 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 DRC nearest office or such other place as mutually agreed upon in writing, or by conference call or video conferencing upon agreement of the Parties, or as directed by the acting arbitration association. Provided, however, either Party may apply to a court of competent jurisdiction for injunctive relief. Unless preempted or controlled by federal transportation law and regulations, the laws of the State of New York shall be controlling notwithstanding applicable conflicts of laws rules. The arbitration provisions of this paragraph shall not apply to enforcement of the award of arbitration.
- E. NO BACK SOLICITATION:
- (i) Unless otherwise agreed in writing, CARRIER shall not knowingly solicit freight shipments (or accept shipments) for a period of 12 month(s) following termination of this agreement for any reason, from any shipper, consignor, consignee, or other customer of Aden Logistics, when such shipments of shipper customers were first tendered to CARRIER by Aden Logistics (OPTIONAL)
 - (ii) In the event of breach of this provision, AL shall be entitled, for a period of 12 months following delivery of the last shipment transported by CARRIER under this Agreement, to a commission of 20 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, Aden Logistics may seek injunctive relief and in the event, it is successful, CARRIER shall be liable for all costs and expenses incurred by Aden Logistics, including, but not limited to, reasonable attorney's fees.

F. 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 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.

G. LIABILITIES: 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.

H. 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).

- (i) Should CARRIER modify any provision of this agreement, whether in handwritten form, modified text or otherwise, such amendment shall not be effective, unless Aden Logistics has initialed such change in close proximity thereto evidencing Aden Logistics specific acceptance of such modification.
- (ii) Additionally, the provisions of this Agreement shall be deemed to supersede and shall prevail over any conflicting terms set forth in any load confirmation, rate confirmation, dispatch sheet or other document pertaining to this Agreement, whether any such document was signed prior to, contemporaneously with or subsequent to execution of this Agreement.

I. 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, or by email with electronic receipt.
- (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.

- J. **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.

- K. **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.

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

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

- N. **FORCE MAJEURE.** In the event that either Party is prevented from performing its obligations under this Agreement because of an occurrence beyond its control and arising without its fault or negligence, including without limitation, war, riots, rebellion, acts of God, acts of lawful authorities, fire, strikes, lockouts or other labor disputes, such failures to perform (except for any payments due hereunder) shall be excused for the duration of such occurrence. Economic hardships, including, but not limited to, recession and depression, shall not constitute Force Majeure events.

- O. **ENTIRE AGREEMENT:** 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, whether any such document was signed prior to, contemporaneously with or subsequent to execution of this Agreement. 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, we have signed this Agreement the date and year first shown above.

Aden
Logistics

BROKER

CARRIER

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title

Title

Company Address

Company Address

Phone

Phone

Fax

Fax

Email

Email

Carrier:		DOT#	
Location Address		Motor Carrier#:	
City / State / Zip:		Federal ID#:	
Remit To Address		Authority Type:	<input type="checkbox"/> Common <input type="checkbox"/> Contract <input type="checkbox"/> Broker
City / State / Zip:			
Phone:			
Fax:		Intrastate Authority:	<input type="checkbox"/> Yes <input type="checkbox"/> No
Email:			
Website:		Type of Company:	<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship
Contact:			
Direct Phone:			

Number of Units:

	Dry Vans		Air Rides
	Refrigerated		Specialized Equipment
	Flat Beds		

Number of Drivers:

Please list primary service areas/states licensed in

You need backhauls FROM: (specify states)

Please list any commodities you will NOT haul:

You need backhauls TO: (specify states)

Notes / Comments:

**** Carriers: Please complete and fax/email this form to your insurance agent. ****

fax

INSURANCE AGENT:	CARRER:	Jennifer Davis
<hr/>		
AGENT FAX#:	PAGES:	(Including cover)
<hr/>		
CARRIER PHONE:	DATE:	
<hr/>		
RE:	Certificate of Insurance	CC:
<hr/>		

<input checked="" type="checkbox"/> XX	Urgent	<input type="checkbox"/> For Review	<input type="checkbox"/> Please Comment	<input type="checkbox"/> Please Reply	<input type="checkbox"/> Please Recycle
---	--------	-------------------------------------	---	---------------------------------------	---

Insurance Agent,

We are requesting a signed COI for the below mentioned insured. The certificate should list the insured's coverage for Worker's Compensation, Auto Liability and Cargo *(**with cargo deductibles noted**)*.

Please make the certificate to:

Aden Logistics Corp
574 Route 416
P.O. Box 516
Montgomery, NY 12549

Aden Logistics Corp must be listed as a **certificate holder (for cargo)** and/or additional insured (for commercial general and auto liability), with notice or cancellation or change.

Please email the certificate to team1@adenmoves.com.

Should you have any questions about this request, please contact ABL at **877-837-5424**.

QUICK PAY AUTHORIZATION FORM

In order for AL to release Quick Pay you will need to provide the following:

- ✓ Invoice
 - a. ABL Load Freight Load#: _____
 - b. Carrier Invoice #: _____
 - c. Invoice Amount#: _____
- ✓ Proof of Delivery
- ✓ Completed Quick Pay Authorization Form (each invoice submitted)
- ✓ Signed Carrier Agreement
- ✓ W-9

QUICK PAY – Aden Logistics is pleased to offer several options for quick pay. Please indicate your preferred method of payment by initialing below.

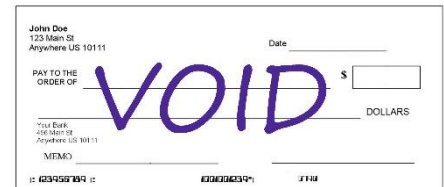
_____ **50/50** – Aden Logistics will pay half of the invoice at pickup and the remaining half upon delivery minus a **5%** discount off agreed invoice amount. This will be paid via two EFS or Comcheck with required proof of pickup and delivery.

_____ **EFS/Comcheck** – Aden Logistics will pay by EFS/Comcheck upon verified delivery. Aden Logistics will pay invoice minus a **4%** discount from agreed invoice amount upon verification of delivery.

_____ **ACH** - Aden Logistics will pay invoice minus a **3%** discount for ACH payment within 48 hours after invoice and supporting documents have been received.

_____ **Paper check** – Aden Logistics will pay full invoice within 30 days of invoice and supporting documents being received. There is no discount for this service.

For ACH funding, please attach a voided check.



MAILING ADDRESS: (please note Federal Express does not deliver to PO Boxes)	EMAIL QUICK PAY RQUEST TO: Email: carrierpayables@adenmoves.com Mail: Aden Logistics Corp P.O. Box 516 Montgomery, NY 12549
Authorized Signature:	Date:
Print Name:	Phone:

Carrier References

Company Name	Phone	Contact
Landstar Ranger INC	904-390-4754	Angie Bagsett
DAD Leasing	973-667-4490	Robert Fraunzi
PC Logistics	773-663-4199	Levan Chikviladze
Royal Lines	630-491-1700	Natalia Logisr
ECHO Logistics	800-354-7993	Paul Redlingshafer
All Star Truck Lines	905-593-1335	Ifran Loadsplaner



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

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

SERVICE DATE
September 21, 2018

LICENSE
MC-112320-B

U.S. DOT No. 3162667
ADEN LOGISTICS CORP
MONTGOMERY, NY

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.

A handwritten signature in black ink that reads "Jeffrey L. Secrist".

Jeffrey L. Secrist, Chief
Information Technology Operations Division

BPO

**FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION
ACCEPTANCE REPORT**

USER ID: **HOUSURETY**
TRANSMISSION NUMBER: **WEB15199**
TRANSMITTED ON: **08/22/2018 14:36:58**

COMPANY NAME: **UNITED STATES FIRE INSURANCE CO.**
SUBMITTED BY: **UNITED STATES FIRE INSURANCE CO. (05230-00)**

Docket	Form/Type	Policy Number	Effective Date
MC-112320	BMC-84/SURETY	615997062	08/15/2018

Values in FMCSA Licensing & Insurance Database:

Legal Name:
Address: **ADEN LOGISTICS CORP**
506 STATE ROUTE 416
MONTGOMERY NY US 12549
PO BOX 217
MONTGOMERY NY US 12549-0217

Run Date: 08/22/18
Run Time: 14:37

Data Source: Licensing & Insurance
li_accept



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/21/2019

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 EPIC Insurance Brokers & Consultants 181 N. Clark Street, Suite 1850 Chicago, Illinois 80601 United States	CONTACT NAME: Kate Hartman	
	PHONE (A/C, No. Ext):	FAX (A/C, No.):
	E-MAIL ADDRESS: kate.hartman@epicbrokers.com	
INSURED Aden Logistics Corp. 506 State Route 416 Montgomery, New York 12549	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Seneca Insurance Company	
	INSURER B: Beazley Marine Insurance - Syndicate 2623/623	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES CERTIFICATE NUMBER: 064132 VERIFICATION NUMBER: 59452099

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.

INSR LTR	TYPE OF INSURANCE	ADD'L INSD	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			CMP4703342	09/13/2019	09/13/2020	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
GENTL AGGREGATE LIMIT APPLIES PER:							
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMPROP AGG \$ 1,000,000
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
	<input type="checkbox"/> UMBRELLA LIAB	<input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
	<input type="checkbox"/> DED	<input type="checkbox"/> RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
B	CONTINGENT CARGO			W4775919PNVE	09/13/2019	09/13/2020	Occurrence \$250,000
B	CONTINGENT AUTO LIABILITY			W4775919PNVE	09/13/2019	09/13/2020	Aggregate \$1,000,000
B	ERRORS & OMISSIONS			W4775919PNVE	09/13/2019	09/13/2020	Occurrence \$100,000

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



CERTIFICATE HOLDER Aden Logistics Corp. 506 Route 416 Montgomery, New York 12549	CANCELLATION 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 <i>Kate Hartman</i>



March 05, 2019

CHRISTOPHER PARTAIN
ADEN LOGISTICS CORP
PO BOX 516
MONTGOMERY, NY 12549

CERTIFICATE OF STANDARD CARRIER ALPHA CODE (SCAC) ASSIGNMENT

The Standard Carrier Alpha Code of **ADNC** has been assigned to:

ADEN LOGISTICS CORP
PO BOX 516
MONTGOMERY, NY 12549
MC-112320
US DOT- 3162667

This Alpha Code will apply only to the company name shown above through June 30, 2020. Approximately two months prior to expiration of this SCAC, NMFTA will provide an invoice for renewal which must be promptly returned together with payment to ensure its continued validity. Should the company name, address or contact information need an update, please notify the National Motor Freight Association, Inc. at customerservice@nmfta.org.

If you participate in the Customs & Border Protection (CBP) ACE program and you have any issue with ACE and your SCAC, please contact CBP at the following address:

AMS.SCAC@DHS.GOV
Customs and Border Protection
Attention: SCAC Beauregard, Cube: A-105-3
1801 N. Beauregard Street
Alexandria, VA 20598-1350

If you would also like to participate in the Automated Export System (AES) program, please email AMS.SCAC@DHS.GOV [and askaes@census.gov] a request to enable your SCAC for AES. All SCACs are automatically uploaded to ACE within 24 hours.

Alpha Codes ending with the letter "U" have been reserved for the identification of freight containers. If your Alpha Code ends with the letter "U", it should be used only for this purpose. A non-U ending Alpha Code should be obtained to satisfy other requirements such as company identification for Customs, Electronic Data Interchange, freight payments, tariffs, etc.

NOTICE: Assignment of the above listed SCAC is unrelated to participation in the National Motor Freight Classification (NMFC). Further, it does not confer membership in the National Motor Freight Traffic Association, Inc. nor allow use of the NMFC in connection with freight rates. For participation and membership information, please call (703) 838-1810.

**Request for Taxpayer
 Identification Number and Certification**

► Go to www.irs.gov/FormW9 for instructions and the latest information.

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

Print or type.
 See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Aden Logistics Corp.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	
<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> 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) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
5 Address (number, street, and apt. or suite no.) See instructions. PO Box 516	Requester's name and address (optional)
6 City, state, and ZIP code Montgomery, NY 12549	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on 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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>					<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>						
or											
Employer identification number											
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 12.5%;">8</td> <td style="width: 12.5%;">3</td> <td style="width: 12.5%;">-</td> <td style="width: 12.5%;">0</td> <td style="width: 12.5%;">9</td> <td style="width: 12.5%;">4</td> <td style="width: 12.5%;">1</td> <td style="width: 12.5%;">0</td> <td style="width: 12.5%;">4</td> <td style="width: 12.5%;">1</td> </tr> </table>		8	3	-	0	9	4	1	0	4	1
8	3	-	0	9	4	1	0	4	1		

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 for Part II, later.

Sign Here	Signature of U.S. person	Date ► 11/19/19
------------------	--------------------------	-----------------

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

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, later.