

15390 Vickery Dr
Houston, TX 77032
Tel.: 877.724.8001
Fax: 281.372.7563



Dear Motor Carrier Applicant:

We appreciate your interest in becoming a CEVA Ground-approved Motor Carrier. CEVA Ground is one of the fastest growing land freight companies in the country, offering our Motor Carrier partners a terrific chance to grow their business. In order to meet our legal and liability requirements, it is our policy that all CEVA Ground service providers comply with the CEVA Ground Motor Carrier Policy. This policy requires that certain documentation be provided by all carriers.

Purpose: The Motor Carrier/Vendor Program ensures that carriers used by CEVA Ground are qualified to provide the level of quality and service required by CEVA Ground, CEVA Logistics (our parent company), and our customers. In addition, this ensures that all service providers used by CEVA Ground are in compliance with all government regulations as listed but not limited to: FMCSA, TSA, and HLSA.

In order to obtain and/or maintain your approved vendor status, it is a requirement that your company supply CEVA Ground with the following documentation. Both of us would like the setup process to be as quick and painless as possible. The best way to accomplish that is to submit the following items correctly – the first time. Here are the items that must be completed and submitted:

- ___ 1. Carrier Information Form (page 3).
- ___ 2. Transportation Carrier Agreement (page 8).
 - a. Page one and the Carrier Signature block must both be completed
 - b. A company officer or authorized representative must sign the contract.
- ___ 3. IRS Form W-9 (page 17).
- ___ 4. Copy of FCMSA Operating Authority (MC number).
- ___ 5. Copy of Insurance Certificate (MSC-90 or equivalent)
 - a. Complete and forward (fax) the enclosed "Request Letter" to your Insurance Agent (page 2).
 - b. Insurance Agent must sign certificate and send directly to CEVA Ground. Please note that a copy sent from the Carrier instead of the Insurance Agent, or an unsigned copy will block the application. This is very important and will not be waived.
 - c. CEVA Ground will review the Insurance Certificate with A.M. Best, and requires a rating of A- or higher.
 - d. CEVA Ground prefers to use carriers who carry general liability, and requires a minimum of \$1,000,000 commercial auto liability and \$100,000 cargo liability.
- ___ 6. Signed EEO Certificate (page 4).
- ___ 7. Signed CEVA Business Conduct Guidelines (page 5).
- ___ 8. Signed Certification Regarding Debarment, Suspension or Ineligibility for Award (page 7).
- ___ 9. Signed Agent Contractor Security Letter IACSSP (separate document, page 13).
- ___ 10. Copy of Hazardous Material Certificate of Registration, or copy of Customs Bond if applicable.

The documentation must be received by CEVA Ground prior to you accepting any loads from CEVA Ground; otherwise, delays in payment will occur. Carriers will be approved based upon their demonstrated ability to meet CEVA Ground's requirements and based upon the results of the completed Motor Carrier Packet. Please read the directions carefully and complete each form. Incomplete packets will delay processing and/or payment.

If you have any questions, please call us at (877) 724-8001 and ask for Carrier Relations. You can submit these documents by faxing them to (281) 372-7563, or you may scan the documents and email them to Carrier.Relations@SelectSCG.com. We await your packet and look forward to establishing a mutually prosperous business relationship with you and your company.

The CEVA Ground Carrier Services Group



Carrier Information Profile

15390 Vickery Dr
Houston, TX 77032
877.724.8001 (main)
281.372.7563 (fax)

Motor carrier name:		Physical Address:		Remittance Address: Name of Co.: Mailing Address:	
Telephone No.:		City:		City:	
Fax No.:		State: Zip:		State: Zip:	
Emergency No.:		Contact:		Contact:	
Check One:		<input type="checkbox"/> Individual		<input type="checkbox"/> Partnership	
				<input type="checkbox"/> Corporation	
Tax ID No.:		Do you require a 1099?			
Name and titles of company officer(s):			Emergency Contact(s):		
			Operational Contact(s):		
USDOT number:		MCICC number:		SCAC code:	
Current DOT Rating:			Hazardous Registration No.:		

Equipment

Type:	Number of each:	Average Age:	Percent Owned:	Comments:
Tractors				
Trailers				
Flat beds				
Reefers				
Specialized Equipment				

Operation

- Full Truck Load Less Than Truckload
 Operate in All 48 States Canada Mexico
 AL AZ AR NCA SCA CO CT DE NFL SFL GA ID IL
 IN IA KS KY LA ME MD MA MI MN MS MO MT
 NE NV NH NJ NM NY NC ND OH OK OR PA RI
 SC SD TN WTX ETX UT VT VA WA WV WI WY

Please explain any specific lanes or points that you can provide capacity: _____

Drivers

Number of Owner-Operators		Number of Company Drivers	
Number of Solo		Number of Teams	
Communications Used (check all that apply)	<input type="checkbox"/> Satellite tracking	<input type="checkbox"/> Cell Phones	<input type="checkbox"/> Cell Phones with GPS
			<input type="checkbox"/> Pager



Contract Carrier EEO Compliance Certificate

15390 Vickery Dr
Houston, TX 77032
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CEVA Ground and its related companies supports the transportation and logistics needs of the U.S. Government as well as companies doing business with the federal government. As a result, CEVA Ground is required to collect certain information pertaining to the size of companies that we have agreements or contracts with and must report this information to the federal government. This is especially important if you are a small business concern or other business classification as defined below. Although CEVA Ground is complying with regulatory requirements, CEVA Ground Management also believes it is a good business practice to provide opportunity to a variety of firms. CEVA Ground is asking for your cooperation in providing this required data.

COMPANY OR INDIVIDUAL NAME

ADDRESS,

DOING BUSINESS AS (DBA)

CITY, STATE and ZIP CODE

FEDERAL EIN or SS #

PHONE NUMBER

PLEASE CHECK EVERY CATEGORY IN WHICH YOUR COMPANY MEETS THE CRITERIA BELOW.

<input type="checkbox"/> LGB	Large Business: A large business averaging more than \$21.5M in annual revenue.
<input type="checkbox"/> SBC	Small Business Concern: A trucking-related SBC is a small business with a 3-year average annual revenue of less than \$21.5M.
<input type="checkbox"/> SDB	<p>Small Disadvantaged Business: An SDB must be at least 51 percent unconditionally owned by one or more socially and economically disadvantaged individuals. There is a rebuttable presumption that the following individuals are socially disadvantaged: African Americans, Hispanic Americans, Native Americans, Asian Pacific Americans, Subcontinent Asian Americans, and members of other groups designated from time to time by the SBA. Other individuals can qualify if they show by a "preponderance of the evidence" that they are socially disadvantaged. All individuals must have a net worth of less than \$750,000, excluding their equity in their business and primary residence.</p> <p>Small businesses wanting to take advantage of the SDB Program must be certified by the SBA. You can obtain more information about the SDB Program by contacting any SBA district office, or reviewing the SDB home page, http://www.sba.gov/sdb, or taking the online training course on SBA certifications http://www.sba.gov/training/certprograms.html. For more information or questions, call (202) 619-1850.</p> <p>You must also register with the Government's Central Contractor Registration (www.ccr.gov), which also completes small business concern (SBC) registration for qualifying businesses.</p>
<input type="checkbox"/> HUB	<p>HUBZone Small Business: The HUBZone Empowerment Contracting Program stimulates economic development and creates jobs in urban and rural communities by providing Federal contracting preferences to small businesses. These preferences go to small businesses that obtain HUBZone (Historically Underutilized Business Zone) certification in part by employing staff who live in a HUBZone. The company must also maintain a "principal office" in one of these specially designated areas. <i>[A principal office can be different from a company headquarters as explained on the SBA website, see below.]</i> To qualify for the program, a SBC must meet the following criteria:</p> <ul style="list-style-type: none"> • Its principal office must be located within a HUBZone, which includes lands on federally recognized Indian reservations; • It must be owned and controlled by one or more U.S. citizens (N.B.-this means any level of ownership in an applicant small business by another company would result in a decline). Approved ownership can also be by a Community Development Corporation or Indian tribe; and • At least 35% of its employees must reside in a HUBZone. <p>Please see http://www.sba.gov/hubzone to register or find information. You must also register with the Government's Central Contractor Registration (www.ccr.gov), which also completes small business concern (SBC) registration for qualifying businesses.</p>
<input type="checkbox"/> WSB	Women-Owned Small Business: A SBC not less than 51 percent unconditionally owned by one or more women.
<input type="checkbox"/> VSB	Veteran-Owned Small Business: A SBC not less than 51 percent unconditionally owned by one or more veterans. The term "veteran" means a person who served in the active military, naval, or air service, and who was discharged or released under conditions other than dishonorable. A National Guard or Reservist activated to Federal Duty qualifies for veteran status.
<input type="checkbox"/> SDVO	Service-Disabled Veteran-Owned Small Business: A SBC not less than 51 percent unconditionally owned by one or more service-disabled veterans. "Service-disabled" is a disability incurred or aggravated in line of duty in the active military, naval, or air service. To be considered a Service-Disabled Veteran, the veteran must have an adjudication letter from the Veterans Administration (VA), a Department of Defense Form 214, Certificate of Release or Discharge from Active Duty, or a Statement of Service from the National Archives and Records Administration, stating that the veteran has a service-connected disability.

Upon execution and return of this page, the undersigned agrees that the Contract Carrier EEO Compliance Certificate above is incorporated by reference in all purchases and service contracts with CEVA Ground and its related companies.

Signature

Date

Printed Name



Business Conduct Guidelines

15390 Vickery Dr
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281.372.7563 (fax))

1. **Scope:** This policy establishes the general business conduct guidelines for each CEVA Ground Vendor/Supplier and its employees. The Vendor/Supplier and its employees will perform services for CEVA Ground and act in such a manner to maintain CEVA Ground's reputation for integrity and good corporate citizenship, and abide by basic principles of ethical and lawful business conduct. The business conduct guidelines set out herein (the "Business Conduct Guidelines") outline the standards expected of the Vendor/Supplier and its employees in their dealings with the public and with customers, clients, vendors, volunteers and employees of CEVA Ground.
2. **Policy:** The following is the policy of CEVA Ground:
 - a. The Vendor/Supplier hereby agrees to the Business Conduct Guidelines as a condition of conducting business with CEVA Ground.
 - b. Failure to adhere to the Business Conduct Guidelines shall result in denial or termination of any business relationship with CEVA Ground and/or legal action.
3. **Adherence to the Law:** The Vendor/Supplier and its employees must comply with all the laws applicable to CEVA Ground and all the laws applicable to the services performed by the Vendor/Supplier. If in doubt as to the legality of a particular course of action, the Vendor/Supplier and its employees shall discuss the proposed activity with the relevant manager at CEVA Ground. The manager shall consult with CEVA Ground's Corporate Legal Department.
4. **Respect and Dignity in the Workplace:** The Vendor/Supplier and its employees shall treat all CEVA Ground employees, vendors, business associates, volunteers, and customers of CEVA Ground and the general public with respect and dignity. The Vendor/Supplier and its employees shall not engage in harassment and/or discriminatory acts or practices. CEVA Ground has the right to request a Vendor/Supplier and/or its employee(s) be removed from an CEVA Ground project if the conduct of the Vendor/Supplier and/or its employee(s) requires, and the Vendor/Supplier will fulfill the request immediately after receiving written notification from CEVA Ground.
5. **Health and Safety:** The Vendor/Supplier and its employees shall perform the services for CEVA Ground in a safe manner as required by law.
6. **Alcohol and Drugs:** The Vendor/Supplier and its employees shall not possess, consume and/or traffic in alcoholic beverages, illegal drugs or restricted substances while performing the relevant services for CEVA Ground.
7. **Environment:** The Vendor/Supplier and its employees shall obey all environmental laws applicable in the jurisdictions in which CEVA Ground operates while performing the relevant services for CEVA Ground.
8. **Professional Image:** The Vendor/Supplier and its employees shall consistently present a professional image in attire, personal demeanor, communications and actions in all contacts with CEVA Ground's customers and the public at large.
9. **Appropriation of Company Assets:** The Vendor/Supplier and its employees must not borrow or make use of CEVA Ground's name, property, goodwill, funds, data or other assets for their personal gain or benefit, or for the benefit of others, except as part of an CEVA Ground-authorized compensation or benefit program. Upon termination with CEVA Ground, the Vendor/Supplier and its employees must relinquish or return all of CEVA Ground's records and equipment. All assets owned by CEVA Ground are intended to be used solely for CEVA Ground business.
10. **Conflict of Interest:** The Vendor/Supplier and its employees must avoid activities or situations that involve real or perceived conflicts of interest with CEVA Ground and/or openly declare that a conflict of interest exists.
11. **Confidentiality:** The Vendor/Supplier and its employees shall maintain the confidentiality of all confidential information belonging to CEVA Ground.
12. **Gifts, Bribes, Kickbacks and Other Inducements:** The Vendor/Supplier is hereby advised of and bound to honor the following CEVA Ground policy on giving and receiving gifts, bribes, kickbacks and other inducements:



Business Conduct Guidelines

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- a. The Vendor/Supplier will not give or encourage anyone else to give gifts, bribes, kickbacks or inducements of any kind to any (i) government employee, (ii) vendor/supplier or (iii) higher tier contractor under government or non-government contracts or subcontracts, in order to gain any business advantage or contract.
- b. Vendor/Supplier shall neither give to nor accept from CEVA Ground personnel gifts or anything of value, including an item, service, hospitality, use of a vacation home, lavish entertainment, etc. Exceptions to this general gift policy may be made for infrequent gifts of nominal value (US \$20 or less per item, aggregate value up to US \$50 per year), as long as the gift was not given or received with corrupt intent and could not be perceived as such. In no event should a gift be give to or accepted from CEVA Ground personnel during, or in connection with, contract negotiations. Any gifts offered or accepted should be reported to CEVA Ground management.

The nominal value amount referred to in the previous paragraph is applicable in Africa, Argentina, India, Indonesia, Philippines and America. Please consult with CEVA Ground's Corporate Legal Department for the nominal value amount for other locations.

- 13. **Report Violations of Business Conduct Guidelines:** The Vendor/Supplier should report any violation or suspected violation of the Business Conduct Guideline to *Committee on Corporate Conduct, Post Office Box 62230, Houston, Texas 77205-2230*, or by facsimile to *Committee on Corporate Conduct (281-618-3287)*.
- 14. **Adherence to CEVA Ground Code of Conduct:** CEVA Ground's parent company is CEVA Logistics. The Vendor/Supplier agrees to abide by CEVA's "*Code of Business Conduct*", as published on the CEVA Logistics website at <http://www.cevalogistics.com/portal/page/portal/CEVAHome/Investors/Governance>
- 15. **Report Violations of Code of Conduct:** The Vendor/Supplier should report any violation or suspected violation of the CEVA Ground Code of Conduct by contacting the toll-free compliance line (888-723-2453). If calling from outside the U.S., first dial the applicable AT&T local country access code. A representative is available to report problems under, or ask questions about, the Code of Conduct. The compliance line is staffed 24 hours a day, seven days a week. Calls may be made anonymously.

The Vendor/Supplier may also report any violation or suspected violation of the Code of Conduct by mail to *Committee on Corporate Conduct, Post Office Box 62230, Houston, Texas 77205-2230*, or by facsimile to *Committee on Corporate Conduct (281-618-3287)*.

Signature

Date

Printed Name



**Certification Regarding Debarment,
Suspension or Ineligibility for Award
(Executive Order 12689)**

15390 Vickery Dr
Houston, TX 77032
877.724.8001 (main)
281.372.7563 (fax))

Date: _____

Vendor Name

DUNS No.

Street Address

Phone Number

City, State, Zip

I certify, to the best of my knowledge and belief, that _____ and/or any of its principals—

- (1) Are, are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and
- (2) Have, have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
- (3) Are, are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

I certify that _____ will immediately notify CEVA Ground if _____ becomes debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

Signature

Date

Printed Name



TRANSPORTATION BROKERAGE AGREEMENT

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THIS TRANSPORTATION BROKERAGE AGREEMENT is made on _____, 200__ by and between _____, referred to as "CARRIER", on the one hand, and on the other, CEVA Ground US, L.P. ("CEVA Ground"). CARRIER and CEVA Ground are sometimes individually referred to herein as a "Party" and together as the "Parties."

I. RECITALS

Whereas, CEVA Ground is licensed as a property BROKER by Federal Motor Carrier Safety Administration ("FMCSA") and as a licensed Broker arranges for motor carrier freight transportation under its contracts with consignors and consignees ("Customer"); and

Whereas, CARRIER is registered with FMCSA as a motor contract carrier in interstate, intrastate, and/or foreign commerce and is in all respects qualified to transport freight as required by CEVA Ground; and

Whereas, CEVA Ground, desires to engage CARRIER to perform transportation within the limits of CARRIER's contract operating authorities according to this Agreement's terms and conditions, and CARRIER desires to perform such transportation.

Now, therefore, intending to be legally bound, the parties agree as follows:

II. TERMS AND CONDITIONS

- WARRANTIES** CARRIER represents and warrants that it is a motor carrier under 49 U.S.C. 13102(12), is duly registered with the Department of Transportation pursuant to 49 U.S.C. 13902 and 13905, and is duly and legally qualified to provide lawful and responsible transportation service to CEVA Ground under contract. CARRIER further represents and warrants that it does not have a conditional or unsatisfactory safety rating issued from the U.S. Department of Transportation, and further agrees to comply with all federal, state and local laws regarding the provision of the transportation services contemplated under this Agreement
- TERM** This Agreement's term shall be one year, and thereafter it shall automatically renew for successive one-year periods. Either Party may terminate this Agreement at any time for any reason or no reason by giving thirty (30) days written notice to the other Party of such termination.
- NO MINIMUM VOLUME** There is no minimum volume of freight contemplated by this Agreement. CEVA Ground is not restricted against tendering its freight to other carriers; CARRIER is not restricted against performing transportation for other shippers.
- DELAY** CARRIER shall transport all CEVA Ground's shipments without delay. CARRIER shall immediately notify CEVA Ground of any likelihood of delay.
- RATES** Each order for transportations services ("Shipment") shall require a written Rate Confirmation agreement signed by the Parties prior to each Shipment specifying all applicable rates and charges; CEVA Ground shall not be liable for costs, charges, surcharges, or other amounts not specified in said Rate Confirmations. All rates and charges specified in written Rate Confirmation agreements shall include liability for actual cargo value and shall not be "released rates" limiting cargo liability to any lesser value. CEVA Ground will pay CARRIER the agreed amount within thirty days of CEVA Ground's receipt of CARRIER's freight bill, bill of lading, clear delivery receipt, and any other documents necessary to enable CEVA Ground to ascertain transportation has been properly provided. Only CEVA Ground and not CARRIER shall bill Customer for transportation; CARRIER shall not seek to collect from Customer or any other party involved with the shipment.
- DELIVERY REQUIREMENTS** CARRIER shall obtain from the consignee a complete, signed delivery receipt for each shipment, and it shall notify CEVA Ground immediately of any exception on any document. CARRIER shall send CEVA Ground delivery receipts and bills of lading within twenty-four hours of delivery, as CEVA Ground directs.
- DOCUMENTATION** Documents for each CEVA Ground Shipment shall name CEVA Ground as third party payor of all freight charges and CARRIER as the carrier of record. If there is a wrongly worded document, the parties will treat it as if it showed CEVA Ground as "third party payor" and CARRIER as "Carrier." If there is a conflict between this Agreement and any transportation document related to CEVA Ground's shipment, this Agreement shall govern.
- INDEPENDENT CONTRACTOR** CARRIER is an independent contractor, and as such is wholly responsible in every way for such persons as CARRIER hires or employs. CARRIER shall be wholly responsible for performing the contemplated transportation and for all costs and expenses of such transportation, including but not limited to, costs and expenses of all CARRIER's transportation equipment, its maintenance, and those persons who operate it. As to CEVA Ground, Carrier shall have the sole and exclusive responsibility for the manner in which its employees and/or independent contractors perform the transportation service, including the equipment provided.

INITIAL: _____



TRANSPORTATION BROKERAGE AGREEMENT

9. **INDEMNITY** CARRIER shall defend, indemnify, and hold CEVA Ground harmless from and against all loss, liability, damage, claim, fine, cost or expense, including reasonable attorney's fees, arising out of or in any way related to, CARRIER's performance of the contemplated transportation or CARRIER's breach of any terms of this Agreement.
10. **INSURANCE** During this Agreement's term, CARRIER shall procure and maintain, at its sole expense.
- Commercial Automobile Liability Insurance, with a combined single limit of not less than \$1million (\$US) each occurrence, covering all vehicles however owned, used by CARRIER to transport CEVA Ground's shipments, including coverage for all liabilities for personal injury (including death) and property damage arising out of CARRIER's transportation under this Agreement.
 - All Risk Broad Form Motor Truck Cargo Legal Liability insurance in an amount not less than \$100,000 (\$US) per occurrence. Such insurance policy shall list CEVA Ground as loss payee and provide coverage to CEVA Ground, the Customer or the Owner and/or consignee for any loss, damage or delay claim to any property coming into the possession of CARRIER under this Agreement. Unless approved in advance by CEVA Ground, the coverage provided under the cargo policy shall have no exclusions or restrictions of any type that would foreseeably preclude coverage relating to a cargo loss, damage or delay claim.
 - Comprehensive General Liability insurance with a minimum combined single limit of not less than \$1 million for each occurrence. Such insurance policy shall include coverage for bodily injury, property damage, premises/operations, products/completed operations, contractual, independent contractors, road damage, property damages, and personal injury. Such policy or policies shall include cross liability (severability of interest).
 - CARRIER shall provide CEVA Ground copies of its MCS 90 forms and written certificates of insurance for the above policies from its insurance agent evidencing the insurance, that it is being properly maintained, the expiration date, and specifying that CEVA Ground will be given 30 days prior notice of cancellation or modifications
11. **LIABILITY** For purposes of loss, damage, and/or delay of Customer's freight while under CARRIER's care, custody, or control, CARRIER shall assume common carrier liability subject to the provisions of 49 U.S.C. §14706 (i.e. Carmack Amendment). The loss, damage or injury shall be measured as the actual loss or injury to the property. In addition, CARRIER shall indemnify CEVA Ground for all indirect, special or consequential damages, or other special economic losses that might be awarded against CEVA Ground on any Customer's claim. CARRIER shall pay to CEVA Ground, or it shall allow CEVA Ground to deduct from the amount CEVA Ground owes CARRIER, for Customer's loss for the commodities so lost, delayed, damaged or destroyed and the amount of any indemnity, as stated above. Within twenty-four (24) hours of any loss, delay, damage or destruction of Shipper's property, CARRIER shall provide detailed written notice to CEVA Ground of same. For any freight claim, CARRIER shall pay CEVA Ground or Customer within thirty days of CARRIER's receipt of an appropriate invoice and supporting documentation. CARRIER shall not withhold any freight due to any dispute with CEVA Ground regarding freight charges. CARRIER waives and releases all liens which it might otherwise have to any of CEVA Ground'S or Customer's freight in its possession.
12. **CUSTOMS BOND** CARRIER shall not transport any shipments requiring U.S. Customs bonding except in strict accordance to the additional terms of Appendix A. The terms of Appendix A shall only apply to the transport of shipments requiring U.S. Customs bonding. CARRIER shall defend, indemnify, and hold CEVA Ground harmless from and against all loss, liability, damage, claim, fine, cost or expense, including reasonable attorney's fees, arising out of or in any way related to, CARRIER's breach of this Section 12.
13. **HAZARDOUS MATERIALS** CARRIER shall not transport any shipments required by the U.S. Department of Transportation to be placarded as a hazardous material except in strict accordance to the additional terms of Appendix B. The terms of Appendix B shall only apply to the transport of shipments required by the U.S. Department of Transportation to be placarded as a hazardous material. CARRIER shall defend, indemnify, and hold CEVA Ground harmless from and against all loss, liability, damage, claim, fine, cost or expense, including reasonable attorney's fees, arising out of or in any way related to, CARRIER's breach of this Section 13.
14. **NO SUBCONTRACTING** CARRIER shall transport all freight tendered by CEVA Ground only on equipment operated under CARRIER's operating authority, on equipment owned or leased by it, and use employees or independent contractors under contract with CARRIER. CARRIER shall not in any way sub-contract, broker, or arrange for the freight to be transported by a third party without CEVA Ground's prior written consent.
- In the event CARRIER breaches this provision and subcontracts or brokers a shipment to another entity, CARRIER agrees and acknowledges that it will remain primarily liable for any loss, damage or expense incurred during the transportation of any shipment by such third party. In addition, any breach of this provision will result in the forfeiture of any compensation otherwise payable to CARRIER by CEVA Ground for each shipment handled by CARRIER in violation of this Paragraph 14.
15. **CONFIDENTIALITY** CARRIER shall not disclose the terms of this Agreement to a third party without the written consent of CEVA Ground unless: (1) it is required by law or regulation; (2) disclosure is made to the parent, subsidiary or affiliate of CARRIER; or (3) disclosure is made to facilitate the terms and conditions of this Agreement. In addition to any other right or remedy, CARRIER agrees that in the event of any violation or threatened violation of this provision, and provided that CEVA Ground is acting in good faith, CEVA Ground shall be authorized and entitled to (1) injunctive relief by temporary restraining order, temporary injunction, or



TRANSPORTATION BROKERAGE AGREEMENT

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permanent injunction, all without the posting of any bond, and (2) any other legal and equitable relief to which it may be entitled. If CEVA Ground prevails, CEVA Ground shall be entitled to recovery of all reasonable attorney's fees and costs incurred in connection with any such action.

INITIAL: _____

- 16. **FEDERAL REQUIREMENTS** In the event Carrier performs services for a Shipper that has contracts with the U.S. Federal Government, Carrier shall be in compliance with 52.222-26, Equal Opportunity; 52.222-35 Equal Opportunity for Disabled Veterans, Veterans of the Vietnam Era and other Eligible Veterans; 52.222-36 Affirmative Action for Workers with Disability; 52.247-64 Preference for Privately Owned US Flag Commercial Vessels; 52.222-41 Service Contract of 1965, as Amended; 52-222-42, Statement of Equivalent Rates for Federal Hires; and 52.222-43 Fair Labor Standards Act. Copies of relevant sections are available on request from CEVA Ground.
- 17. **SEVERABILITY** If the operation of any part of this Agreement results in a violation of any law, such part shall be severed and the Agreement's remaining provisions shall continue in full force and effect.

III. MISCELLANEOUS PROVISIONS

- 1. **WAIVER** CARRIER and CEVA Ground expressly waive all rights and remedies allowed under 49 U.S.C. §14101, to the extent they conflict with this Agreement. CEVA Ground's failure to insist upon CARRIER's performance under this Agreement or to exercise any right or privilege shall not be a waiver of any CEVA Ground's rights or privileges.
- 2. **ASSIGNMENT** This Agreement shall be binding upon and inure to the benefits of the Parties to this Agreement and their respective heirs, successors and assigns, but shall not be assignable by CARRIER without the written consent of CEVA Ground. Assignment. CEVA Ground may, without the consent of Carrier, assign this Agreement to any entity controlled by, controlling, or under common control with CEVA Ground.
- 3. **GOVERNING LAW** This Agreement shall be deemed to have been drawn under Texas law. If there is a dispute, any legal action must be brought in Texas and Texas's laws shall apply, without regard to its conflict of laws rules.
- 4. **NOTICES** Notices shall be sent by registered mail, return receipt requested, to each party at the address shown below, or to such other addresses as shall have been designated in writing. .
- 5. **ENTIRE AGREEMENT** This Agreement is the entire agreement between the parties, superceding all earlier agreements. It cannot be altered or amended except in writing signed by both of them. It may not be assigned or transferred in whole or in part.
- 6. **FACSIMILE AND SIGNATURES.** CARRIER and CEVA Ground agree to accept faxed copies of this document as a legal agreement, it being agreed that facsimile signatures of authorized representatives shall be binding.
- 7. **INVOICING AND PAYMENTS** CEVA Ground shall be liable only for transportation orders specifying the following billing address; Rate Confirmation sheets are not authorized to specify alternate CEVA Ground locations, an independent sales agent address, or any other alternate billing address. CARRIER invoices must be sent to:

Attn: Accounts Payable
CEVA Ground
2727 London Groveport Rd
Groveport OH 43125-9105

- 8. **Notices:** Any notice or communication between the Parties hereto shall be addressed as follows:

If to CEVA Ground:

Attention: Carrier Relations
CEVA Ground
15390 Vickery Drive
Houston, Texas 77032

Facsimile: (281) 372-7563
e-Mail: carrier.relations@selectSCG.com

If to CARRIER:

Attention: _____
Company: _____
Address: _____

Facsimile: (_____) _____ - _____

INITIAL: _____



TRANSPORTATION BROKERAGE AGREEMENT

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In Witness Whereof, the parties hereto have caused this Agreement to be executed in their respective names by their duly authorized representatives as of the date first above written.

“CEVA Ground”

CEVA Ground US, L.P.
15390 Vickery Dr
Houston, TX 77032

By CEVA Ground LLC, its general partner

By: _____
Authorized Agent or Attorney-in-Fact

Printed Name: _____

“CARRIER”

Company Name: _____

By: _____

Printed Name: _____

Title: _____

Address: _____

Phone: _____

Fax No: _____

EIN/Fed ID#: _____

USDOT #: _____



TRANSPORTATION BROKERAGE AGREEMENT

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APPENDIX A

CUSTOMS-BONDED SHIPMENT REQUIREMENTS

CARRIER shall provide and maintain a Customs Bond in the amount not less than FIFTY THOUSAND DOLLARS (\$50,000). CARRIER duly and legally shall be qualified to transport bonded goods across the Canadian and US borders. CARRIER shall adhere to the customs bond requirements set forth in 19 C.F.R. CARRIER shall be responsible for all fines and penalties associated with the use of the customs bond and indemnify CEVA Ground, its subsidiaries, agents, directors, employees, and affiliates arising out of the incorrect usage of the customs bond by the CARRIER, it's agents or employees.

APPENDIX B

HAZARDOUS MATERIALS SHIPMENT REQUIREMENTS

1. CARRIER represents and warrants that it has obtained all necessary federal and state permits and registration to transport hazardous materials in interstate commerce. Prior to transport of any shipment containing hazardous materials, CARRIER shall provide BROKER with a copy of all such federal and state permits and registration. Additionally, CARRIER agrees to notify BROKER immediately upon any revocation or suspension of Carrier's state or federal hazardous material permits or registration status having to do with the suspension or revocation of Carrier's "Satisfactory" Safety Fitness Rating issued by the US Department of Transportation, which satisfactory rating is a prerequisite to providing transportation for hazardous materials under this Agreement.
2. CARRIER represents and warrants that all drivers used to transport hazardous material shipments have undergone the necessary training requirements of state and federal laws, including, but not limited to, the training requirements under 49 C.F.R. Part 126(F). CARRIER further warrants and certifies that all drivers used to transport hazardous material have the proper endorsements on their Commercial Driver's License to legally transport such shipments. CARRIER further agrees to comply with all federal, state, and local laws regarding the transportation of hazardous material, including, but not limited to, the requirements specified under 49 C.F.R. Part 397
3. CARRIER represents and warrants that it is in compliance with the requirements of form MCS-90. Prior to transport of any shipment containing hazardous materials, CARRIER shall provide BROKER with a completed and executed copy of form MCS-90.
4. CARRIER shall procure and maintain at its sole cost and expense, public liability and property damage insurance with a reputable and financially responsible insurance company-insuring CARRIER in an amount not less than ONE MILLION DOLLARS (1,000,000) per occurrence, which requirement may adjust in the event the characteristics of a particular shipment requires additional insurance per Federal regulation. Such insurance policy shall include "CEVA Ground US, L.P., and all its affiliates under common parent entity control" as additional insured with respect to any and all liabilities for personal injuries (including death) and property damage, including environmental damage due to the release of a hazardous material or waste, arising out of the ownership, maintenance, use or operation, including loading and unloading, or the equipment operated by CARRIER under this Agreement.

INITIAL: _____