



U.S. CARRIER REGISTRATION PACKAGE

Please Review All Contents Carefully

Time Sensitive Documents

Dear New Carrier,

Thank you for choosing C2C Global Logistics. Please make sure that all requested materials are submitted to ensure prompt consideration for available loads. Included in this document you will find:

- 1.) C2C Carrier Checklist.
- 2.) C2C Credit References and Terms for Payment.
- 3.) C2C Carrier /Broker Agreement.

Step1: Complete the C2C Carrier Checklist

Step 2: Sign/initial Contract Carrier / Broker Agreement. Fax to 866-487-6570 (toll free)

1. The Carrier/Broker Agreement must be signed by an authorized signer.
2. Each page must be initialed and dated.

Step 3: Fax the following required information 866-487-6570 (toll free)

1. Complete C2C Carrier Checklist
2. U.S. and/or Canadian Operating Authority
3. Motor Carrier Profile
4. W-9 (physical address required by IRS)
5. Worker's Compensation (Canada)
6. Cargo and Liability Insurance naming C2C Global Logistics Inc. as an additional insured or if this is for hauling UPS-SCS loads, name both C2C Global Logistics Inc. and UPS Supply Chain Solutions as additional insured.

Thank you for your immediate attention to this matter. We look forward to working with you.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mike Petcoff', is written over the word 'Sincerely,'.

Mike Petcoff
President



Carrier Checklist • Complete and Fax Toll-Free to 866-487-6570

PLEASE PRINT

Carrier Name: _____ Completed By: _____

Dispatch Contact(s): _____

Toll-Free Dispatch Tel.: _____ Accounts Payable Contact: _____

MC #: _____ Bonded U.S.A. Bonded Canada Hazmat Certified

INDICATE REGIONS SERVED WITH A CHECK MARK

United States

- | | | |
|--|--|--|
| <input type="checkbox"/> Pacific | <input type="checkbox"/> Kansas | <input type="checkbox"/> West South Central |
| <input type="checkbox"/> Alaska | <input type="checkbox"/> Missouri | <input type="checkbox"/> Oklahoma |
| <input type="checkbox"/> Washington | <input type="checkbox"/> East North Central | <input type="checkbox"/> Arkansas |
| <input type="checkbox"/> Oregon | <input type="checkbox"/> Wisconsin | <input type="checkbox"/> Texas |
| <input type="checkbox"/> California | <input type="checkbox"/> Michigan | <input type="checkbox"/> Louisiana |
| <input type="checkbox"/> Mountain | <input type="checkbox"/> Illinois | <input type="checkbox"/> East South Central |
| <input type="checkbox"/> Montana | <input type="checkbox"/> Indiana | <input type="checkbox"/> Kentucky |
| <input type="checkbox"/> Idaho | <input type="checkbox"/> Ohio | <input type="checkbox"/> Tennessee |
| <input type="checkbox"/> Wyoming | <input type="checkbox"/> Middle Atlantic | <input type="checkbox"/> Mississippi |
| <input type="checkbox"/> Nevada | <input type="checkbox"/> New York | <input type="checkbox"/> Alabama |
| <input type="checkbox"/> Utah | <input type="checkbox"/> Pennsylvania | <input type="checkbox"/> South Atlantic |
| <input type="checkbox"/> Colorado | <input type="checkbox"/> New Jersey | <input type="checkbox"/> West Virginia |
| <input type="checkbox"/> Arizona | <input type="checkbox"/> New England | <input type="checkbox"/> Maryland |
| <input type="checkbox"/> New Mexico | <input type="checkbox"/> Maine | <input type="checkbox"/> Delaware |
| <input type="checkbox"/> West North Central | <input type="checkbox"/> Vermont | <input type="checkbox"/> Virginia |
| <input type="checkbox"/> North Dakota | <input type="checkbox"/> New Hampshire | <input type="checkbox"/> North Carolina |
| <input type="checkbox"/> South Dakota | <input type="checkbox"/> Massachusetts | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Minnesota | <input type="checkbox"/> Connecticut | <input type="checkbox"/> Georgia |
| <input type="checkbox"/> Nebraska | <input type="checkbox"/> Rhode Island | <input type="checkbox"/> Florida |
| <input type="checkbox"/> Iowa | | |

Canada

- British Columbia
- Yukon
- Alberta
- Northwest Territories
- Saskatchewan
- Manitoba
- Nunavut
- Ontario
- Quebec
- Newfoundland & Labrador
- Nova Scotia
- Prince Edward Island
- New Brunswick

Mexico

- Mexico (partial coverage)
- Mexico (full coverage)

POWER UNITS, EQUIPMENT AND NUMBER OF UNITS

Please state number of power units and equipment.	<input type="checkbox"/> Dry Van	_____ 53' _____ 48'	<input type="checkbox"/> Tanker
	<input type="checkbox"/> Van w/curtains	_____ 53' _____ 48'	<input type="checkbox"/> Double Drop
Highway Units _____	<input type="checkbox"/> Van - Vented	_____ 53' _____ 48'	<input type="checkbox"/> Floats
Day Cabs _____	<input type="checkbox"/> Reefer	_____ 53' _____ 48'	<input type="checkbox"/> Lowboy RGN
	<input type="checkbox"/> Flat Bed	_____ 53' _____ 48'	<input type="checkbox"/> Removable Gooseneck
	<input type="checkbox"/> Step Deck	_____ 53' _____ 48'	



MC-527765-B • MC-617430-C • MC-645896-C

Subject: C2C Credit Reference

Dear Potential Carrier,

Please find below the banking and trade references for C2C. The complete U.S. and Canadian Authorities can be viewed /downloaded at www.shipc2c.com.

Royal Bank of Canada 1930 St. Laurent Blvd. Ottawa, Ont K1G 1A4 Tel: 613-739-7118 Cell: 613-799-6677 Jo Villeneuve	IPS Invoice Payment System Corporation 1535 Meyerside Drive, Mississauga, Ont L5T 1M9 Tel: 888-503-4528 x 240 Fax: 905-670-4221 Qasim Iqbal	RTS Financial Service P.O. Box 932001 Kansas City MO 64193 Tel: (913) 890-6624 Fax: (913)890-6624 Ashley Vittetoe	Jessy Transport 17775 Arthur-Hooper Pierrefonds, Quebec H9J 3R1 Tel: 514-624-7872 Fax: 514-624-0300 Baljinder Gidda
Cheetah Trucking Inc. 430 Rangy Road Carol Stream IL 60188 Tel: 630-384-1820 x 238 Fax: 630-384-1830 Draga Lambreva	Jencor Limited PO Box 7 Georgetown, Ont L7G 4T1 Tel: 905-702-0011 Fax: 905-702-1128 Jamie Claghorn	TCI Business Capital 9185 Paysphere Circle Chicago IL 60674 Tel: 800-881-9589 Fax: 952-656-3467 Mike Mewhorter x 462	Transam Carriers Inc. 196 Bradwick Drive Concord, Ont L4K 1K8 Tel: 877-907-8101 Fax: 416-907-8102 Vadim Gerasimchuk

Terms for payment are 30 days from receipt of Invoice, POD, and C2C confirmations. These documents can be faxed toll free to 866-487-6570. Cheques are run on Monday of each week. If you have any questions or other requirements, please contact accounts payable toll free at 866-396-1222 Ext 211.

We look forward to working with you.

Best Regards,

Mike Petcoff
President

U.S.A. CARRIER/BROKER AGREEMENT

THIS AGREEMENT made as of the _____ day of _____, 20____ by and between

C2C Global Logistics Inc. ("Broker") and

_____ ("Carrier").

WITNESSETH

- 1) Broker Authorities: Broker is duly licensed by the Federal Highway Administration/FHWA (formerly Interstate Commerce Commission) to engage in operations, in interstate or foreign commerce, as a broker arranging for transportation of freight (except household goods) by motor vehicle (MC # 527765B).
- 2) Carrier Authorities: Carrier is a duly licensed contract and/or common motor carrier operating under Docket No. MC-_____ issued by the ICC/FHWA for the purpose of providing the transportation of property for shippers and receivers of general commodities.
- 3) Acceptance of Shipments: Carrier agrees to accept lawful shipments of property offered it by Broker subject to the capacity of Carrier's equipment and facilities, and to transport such shipments to the destinations designated by Broker in full compliance with all federal, state and local laws regarding the provision of such services.

In the event Carrier is unable to supply services within the time requested by Broker, it shall so advise Broker within twenty-four (24) hours and shall arrange to provide service at a later date, or Broker may, if it desires, elect to avail itself of the services of another carrier. Under such circumstances, there shall be no breach of this Agreement.

- 4) Minimum Shipments: Broker agrees to offer for shipment and Carrier agrees to transport by motor vehicle, subject to the availability of suitable equipment, a minimum of two (2) shipments during the term of this Agreement.
- 5) Contract Motor Carrier: From the date of this Agreement forward, each shipment tendered to Carrier for transportation between points of origin and destination shall be deemed to be tendered to Carrier as a contract motor carrier and such shipments will be governed solely by the provisions of law applicable to contract motor carriage as set forth in this Agreement.
- 6) Fleet: Carrier, at its own cost and expense shall provide motor vehicles and equipment for use in the services to be performed hereunder, and shall maintain such vehicles and equipment in good and efficient condition, both as to operation and appearance. The Carrier further represents and warrants that it does not have a conditional or unsatisfactory safety rating issued from the U.S. Department of Transportation. In the event Carrier does receive a conditional or unsatisfactory safety rating from the DOT, the Carrier agrees to notify the Broker within ten (10) days of such change. The Broker shall have the right, at its option, to terminate this Agreement immediately upon receipt of such notice of change.

Carrier, at its own cost and expense, shall maintain in the operation of its vehicles such licenses and permits as are required by Local, State or Federal authorities with respect to such transportation services and shall comply with all laws and regulations applicable thereto.

- 7) Standard of Work: The Carrier agrees to carry out their work in a professional and workmanlike manner. The Carrier acknowledges that time is of the essence in the provision of its services.
- 8) Notification: Carrier agrees to immediately notify Broker of any accident or event which impairs the safety of, or materially delays delivery of goods or shipments, and also agrees to use reasonable care and due diligence in the protection of said goods and shipments.
- 9) Bill of Lading: Carrier will issue and sign a Standard bill of lading or receipt acceptable to Broker and underlying shippers on acceptance of the goods and Carrier assumes the liability of interstate common carrier from the time of receipt of said goods by the Carrier until proper delivery is made, and such receipt of bill of lading shall be prima facie evidence of receipt of such goods in good order and condition unless otherwise noted on the face of such document. All such documents shall show the actual consignor and consignee and Broker shall appear in the "Bill To" section and in the "Special Instructions" section as being shipped under contract authority with Broker.
- 10) The terms, conditions or provisions of the governing bill of lading or any other shipping form or tariff utilized shall be subject and subordinate to the terms of this Agreement and, in the event of a conflict, this Agreement shall govern. This agreement cannot be changed, modified or supplemented by reference to any other rates, rules, classification, practice, schedule or tariff.
- 11) Invoicing: Carrier will bill Broker and the Broker will pay carrier for freight charges payable to Carrier on freight shipments tendered by Broker to Carrier. Carrier freight charges will be based on a Rate Confirmation amount negotiated between Broker and Carrier on each individual shipment before Carrier is dispatched to pick up the shipment. Each Rate Confirmation will be considered an Addendum to this Agreement.

The Broker shall only pay accessorial charges as agreed upon by both parties prior to services being rendered. The Broker will require an accounting of those charges from the Carrier in advance of payments for such charges.

The Carrier shall prepare and mail or fax toll-free to 866-487-6570 and itemized invoice of their account to the Broker at 2-110 Bentley Avenue., Ottawa, Ontario K2E 6T9 Canada once services are rendered (Toll-Free fax).

The parties agree that the Carrier shall not invoice the Customer directly or indirectly and doing so shall be considered by the Broker as an attempt of the Carrier to circumvent the Broker's relationship with the Customer and shall amount to a breach of paragraph 20 of this Agreement and Carrier shall be subject to penalty outlined therein.

- 12) Payment: Broker agrees to pay Carrier, in accordance with the Rate Confirmation pertaining to each load hauled, within thirty (30) days of receipt of Carriers invoice/freight bill, copy of Rate Confirmation sheet signed by both parties (Broker and Carrier), the original bill of lading and proof of delivery.

- 13) Insurance: Carrier agrees to maintain and keep in full force and effect at all times at its own expense a minimum of \$100,000 USD combined single limit per vehicle cargo liability insurance covering all goods moved by Carrier under the terms of this Agreement. Carrier will also maintain a minimum Commercial General Liability of \$1,000,000 USD combined single limit. Carrier shall furnish to Broker a Certificate of Insurance evidencing said insurance coverage and naming Broker as an Additional Insured Party on all its policies.

Further, where the Carrier agrees to provide services to United Parcel Service (UPS) Supply Chain Solutions on behalf of the Broker, the Carrier agrees to maintain and keep in full force and effect at all material times a minimum of \$250,000 USD combined single limit per vehicle cargo liability insurance covering all goods moved by Carrier for UPS. Carrier will also maintain a minimum Commercial General Liability of \$1,000,000 USD combined single limit. Where the Carrier agrees to provide services to UPS on behalf of the Broker, the Carrier shall provide a written proof of its insurance coverage showing UPS Supply Chain Solutions as an Additional Insured Party on all its policies.

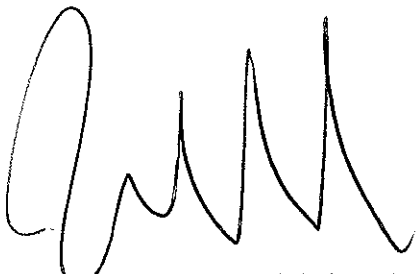
Carrier shall provide the Broker with executed documentation permitting the Broker to contact and/or obtain information from the Carrier's insurance company directly.

- 14) Liability: Carrier assumes liability as a common carrier for loss, damage to or destruction of any and all of Customer's goods or property while under Carrier's care, custody or control. Carrier shall inspect each load at the time it is tendered to Carrier to assure its condition. If Carrier is tendered a load which is not in suitable condition, it shall notify Broker, immediately. Cargo which has been tendered to Carrier intact and released by Carrier in a damaged condition, or lost or destroyed subsequent to such tender to Carrier, shall be conclusively presumed to have been lost, damaged or destroyed by Carrier unless Carrier can establish otherwise by clear and convincing evidence. Carrier shall either pay Broker directly, or allow Broker to deduct from the amount Broker owes Carrier, Customer's full actual loss or the amount determined by Broker and Carrier to be Carrier's responsibility. Broker shall deduct from the amount Broker otherwise owes Carrier, the Customer's full actual loss of all claims that are not resolved within ninety (90) days of the date of the claim. Carrier agrees to indemnify Broker for any payments made hereunder.
- 15) Waiver of Right of Salvage: The Carrier shall waive any and all right of salvage or resale of any of Customer's damaged goods and shall, at Broker's reasonable request and direction, promptly return or dispose, at Carrier's cost, any and all of Customer's damaged and overage goods shipped by Carrier under a Transportation Schedule. Carrier shall not under any circumstance allow Customer's goods to be sold or made available for sale or otherwise disposed of in any salvage markets, employee stores, or any other secondary outlets. In the event that damaged goods are returned to Customer and salvaged by Customer, Carrier shall receive a credit for the actual salvage value of such goods.
- 16) Indemnification: Carrier agrees to indemnify and save harmless Broker to the fullest extent permitted by the applicable laws of the province of Ontario, as amended, for all amounts (including without limitation to litigation, judgments, fines, settlement payments, expenses, and legal fees) incurred or paid by the Broker in connection with any action, suit, investigation or proceeding arising out of Carrier's operations and activities hereunder, including without limitation, losses or liability for personal injury, property damage, cargo loss or damage, or any combination thereof, resulting from the negligence or legal liability of Carrier, its employees or agents, which may occur during the performance of services under this Agreement.

- 17) Liens: Carrier shall have no lien, and hereby waives its right to any lien, upon any shipment or portion thereof which Carrier would otherwise be allowed to assert upon any cargo or goods which are tendered by Broker to Carrier or which are otherwise in Carrier's possession or control.
- 18) Insolvency: In the event of insolvency proceedings being instituted by or against Carrier, Broker, any agent of Broker, or Customer may immediately enter upon any owned or leased property of Carrier where any cargo, goods may be found and take possession of such goods without notice or liability to Carrier.
- 19) Independent Contractor: It is the intent of the parties that Carrier shall be and remain an independent contractor and nothing herein contained shall be construed to be inconsistent with that relationship. Carrier agrees to assume full responsibility for all salaries, commissions, insurance, taxes, pension, and benefits of Carrier's employees and agents (including owner/operators) utilized by Carrier in the performance of this Agreement.
- 20) Non-Solicitation: Carrier agrees that it will not directly or indirectly contact, communicate with, or deal with any account referred to it by Broker for a period of one (1) year following the date of the initial referral or the date service is last performed for such account under the terms of this Agreement, whichever is later. The parties agree that the provisions of this paragraph are intended to prohibit Carrier from soliciting any of Broker's accounts. In the event that Carrier breaches this provision, Carrier shall be liable to Broker for a commission in the amount of fifteen (15%) percent of the gross revenue per load on any freight so transported by Carrier for any of Broker's accounts together with interest at the rate of ten (10%) percent per annum and all costs and reasonable legal fees in the event legal proceedings are necessary to collect said amounts. This commission is payable during the period in which this Agreement remains in force and for a period of one year after the termination of this Agreement by either party. The provisions of this paragraph shall be applicable to Carrier and its officers, directors, shareholders, employees, agents, drivers, owner-operators, subsidiaries, and affiliates.
- 21) Term of Agreement: This Agreement shall remain in effect until terminated subject to the right of either party to cancel or terminate the Agreement at any time upon the notification of ten (10) days written notice of one party to the other sent certified mail, return receipt of letter. If this Agreement is terminated, the Carrier shall be entitled to any amounts due and owing to the Carrier for services provided.
- 22) Governing Laws: This Agreement shall be governed by federal and provincial laws applicable in Ontario, Canada.
- 23) Waiver of Rights: The failure of the Broker or the Carrier to seek redress for violation of, or to insist upon the strict performance of any term or condition of this Agreement shall not constitute a waiver in respect of any future violations.
- 24) Severability: If any part of this Agreement is determined to be contrary to the laws or regulations of any jurisdiction, such determination shall not affect the validity of any other terms or conditions.
- 25) Assigning Rights: The Carrier may not assign its rights under this Agreement to another carrier without the consent of the Broker.

26) Confidentiality: Except as required by law, the existence of this agreement, its terms, conditions and provisions, including all information contained in any receipt, Bill of Lading or shipping document shall be confidential and shall not be disclosed by Carrier to persons other than its officers, directors, employees, agents, attorneys, accountants, and auditors. The names of the Broker's Customers and prospective customers shall also be confidential and shall not be disclosed by Carrier. Broker has the right at its sole and absolute discretion to disclose any such information to one or more of its vendors, customers, or consignees. The provisions of this section shall survive the termination, expiration or cancellation of this Agreement for a period of three (3) years.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

By: 
the Broker, C2C Global Logistics Inc.

Mike Petcoff, President

I have the authority to bind the Corporation

By: _____ (Signature)

The Carrier _____ (Carrier Name)

Name & Title – I have the authority to bind the Corporation