

**EIS TRANSPORTATION, INC.
TRANSPORTATION OF PROPERTY
BROKER AND A MOTOR CARRIER CONTRACT**

THIS AGREEMENT MADE ON _____ DAY OF _____, 2015 BY &
BETWEEN:

(HEREIN AFTER REFERRED TO AS CARRIER) & EIS TRANSPORTATION INC.
WITH OFFICES LOCATED IN SPRINGBORO, OHIO (HEREIN REFFERED TO AS
BROKER).

Whereas, CARRIER is an authorized interstate motor contract carrier of property
operating under permit # MC _____ (a copy of which permit is attached hereto
& made part hereof), issued by the interstate transportation of property for BROKER, and

Whereas, BROKER is duly licensed interstate motor carrier broker, licensed to arrange
for interstate transportation of property (except household goods) by the Interstate
Commerce Commission under docket # MC 304610 (copy is attached hereto & made a
part hereof), and

Whereas, BROKER control routing & transportation of commodities to be tendered to
Carrier, through agreements & arrangements Broker has with the beneficial & title
owners or receivers of such commodities.

Now therefore, in consideration of the above premises, BROKER agrees to offer the
shipment & CARRIER agrees to transport by motor vehicle from & to such points
between which service may be required, such quantities of authorized commodities as the
BROKER may require, subject to the availability of suitable equipment, as follows:

1-BROKER agrees to tender to CARRIER for transportation, a minimum of one
shipment per each year & this agreement remains in effect.

2-CARRIER agrees to maintain cargo insurance in the minimum amount of \$ 100,000.00
dollars for the benefit of & to compensate the BROKER, owner, consignor or consignee,
or the owner for loss or damage to property belonging to BROKER, owner, consignor or
consignee while in the actual or constructive possession or control of CARRIER in
connection with any transportation service provided herein. Cargo insurance shall be in
the form required by 49 C.F.R. 1053.2 (B) & SHALL NOT HAVE ANY EXCLUSIONS
OR RESTRICTIONS THAT WOULD BE DEEM UNACCEPTABLE BY THE
INTERSTATE COMMERCE COMMISSION FOR THE FILING UNDER THE
STATUTORY REQUIREMENTS OF THE ABOVE CITED SECTION, BUT
SHALL, IN ALL RESPECTS, BE IDENTICAL TO THE CARGO INSURANCE FILED
IN ACCORD WITH THE SAID SECTION. CARRIER shall cause its insurance to

forward forthwith to BROKER a standard certificate of insurance, which certificate shall require the insurance carrier to give BROKER written notice 30 days prior to the cancellation of such cargo insurance and which shall list BROKER as an additional insured under CARRIER cargo insurance policy.

3-(a) CARRIER agrees to defend, indemnify & save harmless, BROKER and to assume full responsibility for the pay cost of, compliance with all insurance covering cargo, personal liability and property that may be specified in regulations now in force, or hereafter promulgated from time to time, by authority or law.

(b) CARRIER further agrees to indemnify/defend and save harmless, BROKER from any and all claims for death, or injury to persons, and to loss for damage to property of any nature whatsoever, growing out of, or in any way arising from the transportation of property of BROKER, or its beneficial or title owner or receiver.

(c) CARRIER further agrees to assume, in transporting property of, or for BROKER its beneficial or title owner or receivers, liability for loss, damage and injury, said property by the CARRIER until proper delivery has been made. The CARRIER for the actual loss or injury to the property causes the liability imposed by this paragraph. The CARRIERS liability under 49 U.S.C. 11707.

4-Rates and changes for commodities transported under this agreement shall be as agreed to between the parties hereto in writing.

5-BROKER agrees to pay CARRIER for the transportation of authorizes commodities under this agreement in accordance with all effective rates from the rate contract sheets issued by EIS TRANSPORTATION, INC.

6-ACCOUNT PROTECTION: CARRIER UNDERSTANDS AND AGREES THAT BROKER HAS MADE SUBSTANTIAL EFFORT & INVESTMENT IN ORDER TO DEVELOP ITS ACCOUNTS & CARRIER WILL NOT DURING TERM OF THIS AGREEMENT, EITHER DIRECTLY OR INDIRECTLY, ATTEMPT TO SOLICIT, DIVERT, BY PASS, BACK-SOLICIT, OR PERFORM ANY SERVICES FOR COMPENSATION FOR, ANY ACCOUNT OF BROKER WHICH BROKER HAS SOLICITED, SECURED & FROM WHICH BROKER HAS GIVEN FREIGHT TO HANDLE ON THEIR BEHALF. CARRIER AGREES TO PAY BROKER A COMMISSION OF 15% ON ALL GROSS REVENUES BILLED TO & PAID BY ANY ACCOUNT OF BROKER IN VIOLATION OF THE FOREGOING PROVISIONS, & SUCH COMMISSIONS SHALL BE DUE & PAYABLE TO BROKER WITHIN 30-DAYS AFTER CARRIERS BREACH OF THIS CONTRACT.

7-CARRIER shall be liable to the BROKER, or the property's beneficial or title owner or receiver for loss or damage to any property transported under this agreement. Such liability shall begin at the time the property is tendered to and into CARRIERS actual or constructive possession or control, or is loaded upon CARRIERS equipment at point of origin, and continued until said property is delivered to the designated consignee at

destination, or to any intermediate stop-off party. This liability shall be for the full value of the item, which shall be understood to mean the replacement cost of the lost or damaged items, unless otherwise releases or reduced by agreement in writing of the parties hereto.

8-All claims for loss & damage of property, cargo, or commodities transported under this agreement, and any salvage arising there from shall be handled & processed in accordance with the regulations of the Interstate Commerce as published in the Code Of Federal Regulations:(49 CFR 1005)

9-The Bill of Lading shall note that the shipments were transported by CARRIER, acting as a carrier, and that the shipment was arranged by BROKER, acting as a broker. The name of the underlying shipper may be inserted into the blank for the shipper, and the name of the consignee may be inserted into the blank for the consignee. When BROKER has assembled multiple shipments into carload or truckload lots, the list of underlining shippers may be attached as an appendix to the Bill Of Lading.

10-The relationship of the CARRIER to the BROKER is and shall, at all times, be that of an independent contractor, and neither is or shall be considered an agent of the other for any purpose.

11-It's expressly understood and agreed that any assignment of this Contract by the CARRIER, without written consent of the BROKER having been obtained, shall be void and of no effect, and the other party thirty(30) days notice in writing, certified mail, return receipt requested, at its home office address and until so canceled, this agreement is to remain in full force and effect, for(1)year from the date written above and from year to year canceled immediately by either party hereto, upon notice to the other, for breach of this contract by any party hereto.

12-If any party of this contract is determined by Public Authority or court to be contrary to the laws and regulations of any shall be severed from this contract. However, such determination shall not affect the validity of the remaining provisions of this contract.

In witness whereof, CARRIER and BROKER have caused this agreement to be executed by their duly authorized representatives on this date set forth:

CARRIER:

BROKER: EIS TRANSPORTATION, INC.
P.O. BOX 464
SPRINGBORO, OHIO 45066

BY: _____

BY: _____

TITLE: _____

TITLE: PRESIDENT

WITNESS: _____

PM-25
(Rev. 1/95)

SERVICE DATE
June 11, 1996

FEDERAL HIGHWAY ADMINISTRATION

LICENSE

MC 304610 SUB 0 B

EIS TRANSPORTATION INC

Dayton, OH

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 1043) and the designation of agents upon whom process may be served (49 CFR 1044). Applicant shall also render reasonably continuous and adequate service under this authority. Failure to maintain compliance will constitute sufficient grounds for revocation of this authority.

JOHN F. GRIMM
Director, Office of Motor Carrier
Information Analysis

FMCSA Motor Carrier

USDOT Number: 2222394
Docket Number: MC304610
Legal Name: EIS TRANSPORTATION INC
DBA (Doing-Business-As) Name



Addresses

Business Address: 408 SHARTS ROAD SUITE #9
SPRINGBORO, OH 45066
Business Phone: (937) 743-9226 Business Fax: Fax: (937) 743-9274
Mail Address: P. O. BOX 464
SPRINGBORO, OH 45066
Mail Phone: Mail Fax: Undeliverable Mail: NO

Authorities:

Common Authority:	NONE	Application Pending:	NO	
Contract Authority:	NONE	Application Pending:	NO	
Broker Authority:	ACTIVE	Application Pending:	NO	
Property:	YES	Passenger:	NO	Household Goods: NO
Private:	NO	Enterprise:	NO	

Insurance Requirements:

BIPD Exempt:	NO	BIPD Waiver:	NO	BIPD Required:	\$0	BIPD on File:	\$0
Cargo Exempt:	NO			Cargo Required:	NO	Cargo on File:	NO
BOC-3:	YES			Bond Required:	YES	Bond on File:	YES

Blanket Company: TRUCK PROCESS AGENTS OF AMERICA, INC

Comments:

Active/Pending Insurance:

Form: 84	Type: SURETY	Posted Date: 10/01/2013
Policy/Surety Number: 1000899416	Coverage From:	\$0 To: \$75,000*
Effective Date: 10/01/2013	Cancellation Date:	

Insurance Carrier: AMERICAN CONTRACTORS INDEMNITY COMPANY
Attn: ICC BROKER - RENEWAL DEPARTMENT
Address: 601 S. FIGUEROA STREET, SUITE 1600
LOS ANGELES, CA 90017 US
Telephone: (310) 649 - 0990 Fax: (310) 649 - 0033

* If a carrier is in compliance, the amount of coverage will always be shown as the required Federal minimum (\$5,000 per vehicle, \$10,000 per occurrence for cargo insurance, \$75,000 for bond/trust fund insurance for brokers and freight forwarders). The carrier may actually have higher levels of coverage.