



## CARRIER AGREEMENT

This Carrier Agreement ("Agreement") is entered into on the date of the signed agreement (below on the signature page) and is between Magnate Worldwide and the undersigned Carrier.

Magnate Worldwide member companies (the Company) are transportation freight forwarders, to arrange for transportation of general commodities ("Goods") by motor carriers.

The Carrier is a motor carrier, authorized to provide transportation of Goods. The Parties enter into this Agreement in accordance with 49 U.S.C. Section 14101(b) (1) and expressly waive any and all rights and remedies that each may have under 49 U.S.C. §§ 13101 through 14914 that are contrary to specific provisions of the Agreement.

1. **Scope.** The Agreement governs all shipments tendered to Carrier by the Company or by third parties through the Company during the term of the Agreement.
2. **Safety Ratings.** During the term of the Agreement, Carrier must not have an "Unsatisfactory" or "Conditional" safety rating as determined by the Federal Motor Carrier Safety Administration ("FMCSA") or a substantively equivalent rating under the Carrier Safety Measurement System implemented under the Compliance, Safety, and Accountability ("CSA") program. If Carrier receives an "Unsatisfactory" or "Conditional" safety rating or its equivalent under CSA, it will immediately notify the Company. Carrier will not use any carrier or subcontractor with an "Unsatisfactory" or "Conditional" safety or equivalent rating even if the Company authorizes use of another carrier or subcontractor.
3. **Independent Contractor Relationship.** The Parties understand and agree that the relationship between the Parties is and will remain that of independent contractors and that no employer-employee or principal-agent relationship exists or is intended.
4. **No Exclusivity.** The Company is not restricted from tendering shipments to motor carriers other than Carrier. Carrier is not restricted from providing its transportation services to entities other than The Company or The Company's customers.
5. **Services**
  - A. Carrier agrees to transport safely, promptly and efficiently all shipments tendered to it by The Company or other parties through The Company.
  - B. Carrier, at its own cost and expense, will provide and maintain motor vehicles and other equipment used in providing services, in good, safe, and efficient condition, and in compliance with all laws and regulations governing the maintenance and operation of such motor vehicles and other equipment.
  - C. Carrier will accept instruction for changes in delivery place or time from The Company only. If Carrier accepts change instructions from parties other than The Company, Carrier does so at its own risk and will forfeit its right to compensation for the shipment.
6. **Carrier Compensation**
  - A. The Company agrees to pay Carrier in accordance with the rates and charges set forth by mutual agreement with both parties.



- B. Carrier agrees to invoice The Company within 30 days of the delivery date. Each invoice must include an original or legible copy of the signed delivery receipt.
- C. The Company will make payment to Carrier within 30 days of receipt of an uncontested invoice.
- D. Carrier agrees that The Company is the sole party responsible for payment of Carrier's charges. Carrier shall not seek payment from shippers, consignees, or any other parties.
- E. Carrier, for itself and on behalf of all of its agents and subcontractors, waives any lien which may exist against Goods. Carrier shall not withhold delivery of any Goods due to any dispute with The Company, shipper, consignee, or any other party.

**7. *No Back Solicitation***

- A. Acceptance by Carrier of a load offered by The Company will constitute Carrier's recognition that the shipper of the load is a customer of The Company.
- B. Carrier agrees to not solicit or accept, directly or indirectly, shipments from The Company's customers from anyone other than The Company.

**8. *Bills of Lading, Documentation.*** Carrier agrees to issue a bill of lading for each shipment and to provide The Company with proof of acceptance and delivery of each shipment. The terms and conditions of any bill of lading or other freight documentation used by Carrier or its subcontractors will not supplement, alter, or modify the terms of the Agreement.

**9. *Cargo Loss, Damage, and Delay***

- A. Carrier is liable for loss of, damage to, or delay of Goods according to the provisions of 49 U.S.C. §14706.
- B. The liability of Carrier for loss of or damage to Goods is for fifty cents a pound or the value declared at the time of the shipment.
- C. All claims for loss, damage, or delay will be processed in accordance with 49 CFR Part 370, except claims must be concluded within 90 days of receipt.
- D. Carrier shall not sell or attempt to sell the Goods for salvage or otherwise without The Company's prior written authorization.

**10. *Indemnification.*** Carrier shall indemnify, defend, and hold The Company, shippers, consignees, and owners of the Goods, their officers, agents, and employees ("Indemnitees") harmless against any and all liability, claims, or expenses, including attorneys' fees and other costs of defense, with respect to those claims relating in any way to Carrier's, its employees' or subcontractors' performance or failure to perform under the Agreement asserted against Indemnitees by any person or entity. The obligation to defend includes payment of all reasonable costs of defense, including attorney fees, as they accrue.

**11. *Insurance.*** At all times, at its own expense, Carrier will maintain the insurance specified below. All insurance must be primary and required to respond and pay prior to any other available coverage.

- A. Worker's compensation or equivalent insurance as legally required;
- B. Occurrence based Truckers Policy or Automobile Liability Insurance with limits of \$1,000,000 per occurrence, and Hazardous Materials coverage of not less than \$5,000,000 per occurrence if applicable; and
- C. Occurrence based cargo insurance with limits of liability of not less than \$100,000 per shipment.



- D. Carrier's cargo insurance policy shall not exclude coverage for fraud, infidelity, unattended vehicle, dishonesty or criminal acts of carrier's employees or agents.
- E. Except for worker's compensation insurance and cargo insurance, the above policies and certificates must name The Company as an additional insured. All policies and certificates must require that the insurer provide The Company at least thirty (30) days' notice of any material changes or cancellation.

**12. Term and Termination**

- A. The initial term of the Agreement is one year, beginning on the date shown above. At the end of the initial term and each subsequent term, the Agreement will automatically renew for an additional one year term.
- B. Either Party may terminate the Agreement, with or without cause, at any time, by giving 30 days written notice to the other Party.
- C. If either Party breaches the Agreement, the other Party may terminate the Agreement by giving 15 days' written notice, if the breach is not cured within that time period.
- D. If either Party files a petition for or declares bankruptcy, reorganization or other similar relief from its creditors, the other Party shall have the right, subject to applicable federal bankruptcy law, to continue to enforce the Agreement or to terminate it immediately upon ten (10) days' written notice to the bankrupt or insolvent Party.

**13. Choice of Law, Jurisdiction, and Venue**

- A. The Agreement is governed by and construed in accordance with the applicable federal laws of the United States or, alternatively, the laws of the state of the specific Magnate Worldwide member company.
- B. The parties agree to jurisdiction and venue in the United States District Court if federal jurisdiction is not available, in state court located in the state of the specific Magnate Worldwide member company.

**14. Force Majeure.** If performance by one Party is affected by any condition beyond the reasonable control of such Party, the performance of obligations under the Agreement affected by such condition will be suspended during the continuance of such condition. Neither Party will incur any liability for damages resulting from such suspensions.

**15. Notice.** Any notices and other communications required or permitted under the Agreement must be in writing and be (1) delivered personally, (2) sent by facsimile or e-mail transmission if confirmed by notice sent by one of the other notice methods permitted in this paragraph, (3) sent by nationally recognized overnight courier guaranteeing next business day delivery, or (4) mailed by registered or certified mail (return receipt requested), postage prepaid, to the Company member at their corporate address noted in the addendum A (or at such other addresses as are specified by like notice).

All such notices and other communications will be deemed to have been given and received (1) in the case of personal delivery, on the date of such delivery, (2) in the case of facsimile or e-mail transmission that is confirmed by notice sent on the same day by one of the other methods permitted, on the date of transmission if sent on a business day (or if sent on other than a business day, on the next business day after the date sent), (3) in the case of delivery by nationally recognized overnight courier, on the business day following dispatch if



sent by guaranteed next day delivery, or (4) in the case of mailing, on the third business day following such mailing.

16. **Confidentiality.** As part of the business relationship between the Company and Carrier, either Party may be in or come into possession of information or data which constitutes trade secrets, know-how, confidential information, marketing plans, pricing, or anything else otherwise considered proprietary or secret by the other ("Confidential Information"). In consideration of the receipt of such Confidential Information and potential business, each Party agrees to protect and maintain such Confidential Information in the utmost confidence, to use such Confidential Information solely in connection with their business relationship, and, to take all measures reasonably necessary to protect the Confidential Information.

- A. Carrier agrees that The Company's charges to its customers are confidential and need not be disclosed to Carrier. Carrier specifically waives any rights it may have under 49 CFR § 371.3.
- B. Except as may be required by law, the terms and conditions of the Agreement and information pertaining to any Services will not be disclosed by either Party to any other persons or entities, except to the directors, officers, employees, authorized contractors, attorneys, and accountants of each Party.
- C. This mutual obligation of confidentiality will remain in effect during the terms of the Agreement and for a period of two years following any termination.

17. **No Construction Against Drafter.** Each Party has participated in negotiating and drafting the Agreement, so if an ambiguity or a question of intent or interpretation arises, the Agreement is to be construed as if the Parties had drafted it jointly as opposed to being construed against a Party because it was responsible for drafting one or more provisions of the Agreement.

18. **Validity of Provisions.** If any part of the Agreement is declared by a court to be invalid, such decision shall not affect the validity of any remaining portion of the Agreement.

19. **Effect of Waiver.** The failure of either Party to enforce any of the rights given to it under the Agreement shall not be construed as a waiver of that right.

20. **Entire Understanding, Modifications.**

- A. The Agreement contains the entire understanding and contractual agreement between the Parties. Except as specifically stated in the Agreement, no tariffs or other contracts apply.
- B. The Agreement cannot be amended except in writing, signed and dated by authorized representatives of both Parties.

**Signing this Document:** Please sign electronically below. By electronically signing this document below, you acknowledge you have the authority to sign this for your Company and agree to the terms of this agreement. This is an electronic legal signature as defined by the Electronic Signatures Act of 2000.



## Addendum A

TrumpCard Holdings LLC (MC #16091)  
23807 Aliso Creek Road Suite 200  
Laguna Niguel CA 92677

Magnate Worldwide Logistics, LLC (MC #1918)  
1 Tower Lane Ste 2101  
Oakbrook Terrace, IL 60181-4635

Premium Freight Management LLC (MC# 434694)  
5445 Southwyck Blvd Ste 210  
Toledo OH 43614

Masterpiece International LLC (MC #595674)  
39 Broadway Ste 1410  
New York, NY 10006



August 03, 2018

TYLER BILLEG  
PREMIUM FREIGHT MANAGEMENT LLC  
5445 SOUTHWYCK BLVD STE 210  
TOLEDO, OH 43614

CERTIFICATE OF STANDARD CARRIER ALPHA CODE (SCAC) RENEWAL

The Standard Carrier Alpha Code of **PMUM** has been renewed for:

PREMIUM FREIGHT MANAGEMENT LLC  
5445 SOUTHWYCK BLVD STE 210  
TOLEDO, OH 43614  
MC-434694  
US DOT-2229399

This Alpha Code will apply only to the company name shown above through June 30, 2019. Approximately two months prior to expiration of this SCAC, NMFTA will provide a renewal notice which must be promptly returned together with payment to ensure its continued validity. Should the company name or address change, please notify the National Motor Freight Association, Inc. at the address below.

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, etc.

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-344  
1801 N. Beauregard Street  
Alexandria, VA 20598-1350

All SCACs are automatically uploaded to ACE within 24 hours.

NOTICE: Renewal 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

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

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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.  
**Premium Trans., LLC.**

**2** Business name/disregarded entity name, if different from above  
**Premium Freight Management, LLC.**

**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.

Individual/sole proprietor or single-member LLC   
 C Corporation   
 S Corporation   
 Partnership   
 Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ **P**

**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.

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) \_\_\_\_\_

*(Applies to accounts maintained outside the U.S.)*

**5** Address (number, street, and apt. or suite no.) See instructions.  
**5445 Southwyck Boulevard, Suite 210**

**6** City, state, and ZIP code  
**Toledo, OH 43614**

**7** List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is 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										
-				-						
or										
Employer identification number										
2	6		-	4	3	3	7	6	0	8

**Part II Certification**

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 ▶ *Delvri R. Olleta*    Date ▶ *1-17-19*

**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](http://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-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.*



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

400 7th Street SW  
Washington, DC 20590

**SERVICE DATE**  
November 19, 2004

**LICENSE**  
**MC-434894-B**  
**PREMIUM FREIGHT MANAGEMENT LLC**  
**ROSSFORD, 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 387) and the designation of agents upon whom process may be served (49 CFR 368). 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, appearing to read "Angel Sebastian".

Angel Sebastian, Chief  
Information Systems Division

BPO