



Global Reliable Logistics, Inc.

Company Overview

November 3, 2021

Thank you for choosing Global Reliable Logistics, Inc. to help service your transportation needs. GRL has provided ethical and quality logistical solutions for shipping and trucking companies alike. As an existing client you will continue to realize the same quality freight rates and service you've come to expect, and for those new to us, we welcome the opportunity to serve your business and prove our value one relationship at a time !

GRL can be a valuable asset to your company by assisting your freight solution needs through the procurement of profitable shipments. The scope of services we provide are greater than simply securing a shipment, however, as we provide useful services after each load is booked such as load scheduling and assisting in the resolution of loading/unloading conflicts that may arise.

We ask that you carefully review this setup packet consisting of the following:

- 1) Broker/Carrier Contract
- 2) Carrier Profile
- 3) Invoicing/Payment Policies

Please email the completed documents along with your operating authority, insurance certificate(s) (naming Global Reliable Logistics Inc as the certificate holder), and W-9 form to Bo Mack at info@grlsupplychain.com or by fax to (904) 406 8250.

We thank you for the opportunity to serve you, and look forward to the possibility of building a mutually beneficial business relationship together.

Regards,

President



Global Reliable Logistics, Inc.

PROPERTY BROKER - CONTRACT CARRIER AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 20____, by and between Global Reliable Logistics, INC., a Florida corporation ("BROKER"), and _____ ("CARRIER"), both of whose addresses are shown on the execution page of this Agreement.

TERMS AND CONDITIONS

In consideration of the mutual covenants and promises herein contained, the parties hereto, intending to be legally bound hereby, agree, represent and warrant as follows:

1. Status of BROKER. BROKER represents and warrants to CARRIER that it is authorized by the FMCSA to engage in for-hire operations as a broker of general commodities in interstate or foreign commerce, or intrastate commerce, pursuant to its property broker licenses lawfully issued by the FMCSA.
2. Status of CARRIER. CARRIER represents and warrants to BROKER as follows:
 - 2.1 Carrier is authorized by the FMCSA to engage in for-hire operations as a motor carrier, in interstate or foreign commerce, or intrastate commerce, pursuant to its motor carrier authority lawfully issued by the FMCSA.
 - 2.2 CARRIER's operating authority is true, correct and complete and is in full force and effect.
 - 2.3 In the event the FMCSA issues any orders affecting in any way CARRIER's operating authority, including the issuance of rules to show cause or orders modifying, suspending or revoking its operating authority, CARRIER will provide BROKER with copies of any such orders within five (5) days after receipt thereof by CARRIER. At no time during the term of this Agreement shall CARRIER have an "Unsatisfactory" safety rating as determined by the FMCSA. If CARRIER receives an Unsatisfactory safety rating, CARRIER shall immediately notify BROKER and BROKER shall not knowingly utilize CARRIER.
 - 2.4 CARRIER is fit, willing and able to provide the services contemplated by this Agreement, including the special and distinct service requirements of BROKER.
3. CARRIER is Independent Contractor. CARRIER is an independent contractor and shall have exclusive control and direction of the persons operating vehicles or otherwise engaged in such transportation services. CARRIER assumes full responsibility for the payment of all local, state and federal payroll and/or withholding taxes, employment and business taxes contributions or taxes for unemployment insurance, old age pensions, Federal Insurance Contributions Act (Social Security); workers' compensation and other social security-related protection; and all other costs related to the employment of persons engaged in the performance of such transportation services. CARRIER agrees to comply with all statutes, rules and regulations applicable to its employment of persons to perform services pursuant to this Agreement. CARRIER is not authorized or empowered to obligate or bind BROKER as to third parties in any manner whatsoever. CARRIER agrees to indemnify and hold BROKER harmless for any unpaid taxes that are incurred by the CARRIER resulting from this Agreement, but which are assessed against the BROKER.



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4. CARRIER's Distinct Services. CARRIER shall provide the special and distinct transportation services required by BROKER that shall include, *inter alia*, the following:

4.1 CARRIER shall provide a prompt and efficient service designed to meet the specific service standards imposed by BROKER and its customers and motor vehicles and equipment of the types required to perform the services requested.

4.2 CARRIER shall maintain its motor vehicle equipment in good, efficient and clean condition, both as to operation and appearance. BROKER shall at all times retain the right to refuse to use equipment tendered by CARRIER that in the sole discretion of BROKER does not meet BROKER's standards.

4.3 CARRIER shall procure and maintain such licenses, permits, authorizations, etc. as may be required by federal, state and local authorities.

4.4 CARRIER shall be responsible for all costs and expenses involved in providing the transportation services to be performed by CARRIER pursuant to this Agreement.

5. Compliance With Laws. CARRIER shall comply with all federal, state and local laws, rules, regulations and ordinances relating to this Agreement or applicable to CARRIER's performance under this Agreement, including without limitation, all federal, state and local tax laws, social security laws, unemployment compensation laws, and workers' compensation laws, and shall give adequate notice to proper authorities with respect thereto. Prior to beginning performance under this Agreement, CARRIER shall secure and pay for all necessary licenses or permits to carry out the performance of its obligations under this Agreement.

6. Series of Shipments. CARRIER will provide transportation services for BROKER in connection with the movement of a series of shipments. BROKER will tender to CARRIER for transportation within the scope of CARRIER's authority issued by the FMCSA a series of shipments consisting of a minimum of two shipments per contract year, and not merely a single shipment, during the term of this Agreement. A contract year shall begin on the effective date of this Agreement or the anniversary date of any extension thereof.

7. Acceptance and Delivery of Freight. CARRIER shall accept, transport and deliver such freight, as BROKER shall request CARRIER to transport, subject to the terms of this Agreement and the capabilities and legal rights of CARRIER. Notwithstanding the foregoing, should CARRIER decline to ship on any given account for good cause, CARRIER shall provide BROKER with 48 hours prior written notice.

8. Documentation. Each shipment transported pursuant to the terms and conditions of this Agreement shall be evidenced by a written or electronic receipt or bill of lading in a form agreed to by the parties, signed by CARRIER and containing as a minimum, the names and addresses of the consignor and consignee, the points of origin and destination, and the types and quantities of the commodities to be transported. Such receipt shall be evidence of receipt of such commodities by CARRIER in good order and condition unless otherwise noted on the face of such receipt. Upon delivery of each shipment, CARRIER shall obtain a delivery receipt from the consignee showing the kind and quantities of freight delivered, the condition of such commodities, and the date and time of delivery.

9. Rates and Charges. The compensation that shall be paid to CARRIER for the transportation services shall be in accordance with the Schedule of Rates, Charges, Rules and Regulations mutually agreed upon by the parties prior to the performance of any service by CARRIER (the "Rate Confirmation Sheet"). Any terms in a



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tariff that are referenced in the carrier contract which are inconsistent with this Agreement shall be subordinate to the terms of this Agreement.

10. Invoicing of Shippers. BROKER, unless otherwise agreed upon in writing by the parties, shall have the sole responsibility to invoice the consignor or consignee for all transportation and accessorial charges, and to collect such charges from the consignor or consignee. Under no circumstance will CARRIER seek payment from consignor/consignee or BROKER'S customer.

11. CARRIER Compensation. Payment of CARRIER's invoices shall be the responsibility of BROKER, the consignee, or other party as designated in the bill of lading or other transportation receipt, following receipt of payment by Broker of all sums due from each Consignor or Consignee. Payment shall be made in accordance with common business practices within thirty (30) days after the delivery of the CARRIER'S invoice to BROKER.

12. Freight Loss and Damage Claims. CARRIER shall defend, indemnify and hold BROKER and consignor/consignee harmless from all damages, claims or losses arising out of its performance of this Agreement, including cargo loss and damage, theft delay, damage to property, personal injury or death.

13. Undercharge and Overcharge Claims. Any action or proceeding by CARRIER to recover undercharges alleged to be due from BROKER and any action or proceeding by BROKER to recover overcharges alleged to be due from CARRIER hereunder shall be commenced not more than two (2) years after delivery or tender of delivery of the shipment with respect to which such undercharges or overcharges are claimed. To the extent permitted by applicable law, the expiration of the said two-year period shall be a complete and absolute defense to any such action or proceeding, without regard to any mitigating or extenuating circumstances or excuses whatsoever, unless the party named as defendant in any such action or proceeding has expressly agreed in writing to waive such defense in whole or in part.

14. Indemnification. CARRIER hereby indemnifies, saves harmless, and defends BROKER and its agents, servants and employees from and against all claims, liabilities, losses, damages, costs or expenses (including reasonable attorney's fees and expenses in connection with the defense of any such claims, etc.) arising in connection with any lawsuit, regulatory action, liability, obligation, demand or claim, or any injury to or death of persons), or damage to or loss of property and resulting from any act and/or omission of CARRIER and/or its agents, servants and employees arising under this Agreement or resulting from CARRIER's failure to comply with the provisions of this Agreement.

15. CARRIER Insurance. CARRIER shall provide and maintain during the term of this Agreement comprehensive general automobile liability insurance, public liability, property damage and cargo insurance coverage in the amounts required by the United States Department of Transportation (or other governmental body or agency authorized to set minimum insurance requirements), but in no event less than \$1,000,000 for public liability insurance coverage and \$100,000 for cargo insurance coverage. CARRIER shall also provide worker's compensation coverage for its employees. Simultaneously, with the execution of this Agreement, CARRIER shall deliver to BROKER certificates of insurance evidencing the existence of the aforesaid insurance coverages. If any policy of insurance is cancelled or changed, written notice thereof shall be given by CARRIER to BROKER at least twenty-five (25) days in advance of the effective date of any such cancellation or change.

16. Notice of Delay. In the event of any accident or delay in transit which will interfere with prompt delivery or impair the safety or condition of any commodities tendered to CARRIER for transportation



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hereunder, CARRIER shall promptly notify BROKER by telephone of said accident or delay at the BROKER's office shown below. In reference to delay at physical location of receivers not caused by carrier detention pay may be applicable, Carrier must notify broker Immediately. Detention pay will not exceed maximum of 6 hrs; \$250 in payout if applicable.

17. Back 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. BROKER's accounts shall be defined as any shipper or consignee introduced to CARRIER by BROKER and for which CARRIER cannot provide a valid bill of lading and invoice for transportation service for a shipper or consignee, dated within six months prior to the BROKER's introduction of the account to CARRIER. The provisions of this paragraph are intended to prohibit CARRIER from back soliciting any of the BROKER's accounts.

In the event that CARRIER breaches this provision, CARRIER shall be liable to BROKER for a commission in the amount of twenty (20%) 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 a year and costs and reasonable attorneys' fees in the event legal proceedings are necessary to collect said amounts. This commission is payable during the period in which the Agreement remains in force, and for a period of one (1) 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. CARRIER expressly assumes full responsibility for all breaches of this paragraph by any of the aforementioned.

18. Default. Any of the following events shall constitute a default hereunder:

18.1 Failure by either party to pay when due and payable any payment or charges during the term of this Agreement; or

18.2 Failure by either party to perform, keep or observe any term, provision, warranty or condition contained in this Agreement unless otherwise excused; or

18.3 Insolvency, bankruptcy or assignment for the benefit of creditors of CARRIER.

If any party to this Agreement fails to correct a default hereunder within ten (10) days after written notice to do so, the party serving such notice may unilaterally terminate this Agreement forthwith. Waiver of any default shall not be construed as a waiver of either a subsequent or continuing default. Termination of this Agreement shall not affect a party's liability by reason of any act, default or occurrence prior to such termination.

In the event of the termination of this Agreement because of any default of CARRIER, BROKER shall, in addition to any other remedies it shall have by law or statute for damages suffered to it because of the default of CARRIER, have the right to make reasonable arrangements with other carriers to transport the commodities and to charge CARRIER with any additional costs or expenses in connection with the transportation of the shipments during the then remaining term of the Agreement.

19. Term. This Agreement shall become effective on the date hereof and shall continue in effect for a period of one (1) year, which shall be the initial term of this Agreement. The Agreement shall be automatically renewed thereafter from year to year, effective on the anniversary date of this Agreement, unless terminated by either party providing written notice of termination at least thirty (30) days prior to the effective date of



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termination or in accordance with paragraph 20. If this Agreement is terminated, commission shall continue to be paid to Broker on all accounts contracted for up to the date of termination. Notwithstanding the foregoing, the BROKER shall retain the right to transfer client accounts to another carrier after termination of the Agreement.

20. Assignment. This Agreement shall not be assigned or transferred by CARRIER or BROKER, in whole or in part, without the prior written consent of the other party.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have executed this Agreement the day and year first above stated.

BROKER:
GLOBAL RELIABLE LOGISTICS, INC.

CARRIER:

BY: *Bashayna Mack*

By: _____

Address:

Address:

7643 GATE
PARKWAY STE
104-1354
JACKSONVILLE,
FLORIDA 32256

904-385-3545



Has Partnered With

HAULPAY
by **COMFREIGHT**

All carrier payments will be disbursed using **HaulPay** by ComFreight, our recommended and preferred digital payment company. Carriers will have the choice of different quick pay options for each load and the options are the following:

- 1 day at 3%
 - 7 days at 2.5%
 - 15 days at 2%
 - 21 days at 1.5%
 - 30 days at 0.0%
- Click or go to the link below and set up your payment profile to ensure fast and reliable payments, select your payment speed, or upload your Factoring Companies NOA

<https://app.haulpay.co/invited/grl>

- Please download The Mobile App and Web App. Click here to [Download for iPhone](#), here to [Download for Android](#). Or you can find us in your preferred app store.
- Using the app or our web portal will give you the ability to submit the required documents for payment on loads that are assigned to you via our platform to ensure the fastest payment.

For any questions or concerns, please reach out and we are happy to help.



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

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

SERVICE DATE
September 15, 2021

DECISION
MC-1209090
GLOBAL RELIABLE LOGISTICS LLC
JACKSONVILLE, FL
REENTITLED
GLOBAL RELIABLE LOGISTICS, INC.

On August 18, 2021, applicant filed a request to have the Federal Motor Carrier Safety Administration's records changed to reflect a name change.

It is ordered:

The Federal Motor Carrier Safety Administration's records are amended to reflect the carrier's name as GLOBAL RELIABLE LOGISTICS, INC.

Within 30 days after this decision is served, the applicant must establish that it is in full compliance with the statute and the insurance regulations by having amended filings on prescribed FMCSA forms (BMC91 or 91X or 82 for bodily injury and property damage liability, BMC 34 or 83 for cargo liability, or a BMC 84 or 85 for broker security and BOC-3 for designation of agents upon whom process may be served) submitted on its behalf. Copies of Form MCS-90 or other "certificates of insurance" are not acceptable evidence of insurance compliance. Insurance and BOC-3 filings should be sent to Federal Motor Carrier Safety Administration, 1200 New Jersey Ave., S.E., Washington, DC 20590.

The applicant is notified that failure to comply with the terms of this decision shall result in revocation of its operating rights registration, effective 30 days from the service date of this decision.

To verify that the applicant is in full compliance, call (202)358-7000 or visit our web site at: <http://li-public.fmcsa.dot.gov>. Any other questions regarding the action taken should be directed to (202)366-9805.

Decided: September 10, 2021
By the Federal Motor Carrier Safety Administration

Jeffrey L. Secrist, Chief
Information Technology Operations Division
NCA