



Mail Invoices with originals to: 12 7<sup>th</sup> Ave SE, Suite 1, Watertown, SD 57201  
Office: 605-540-4046 Cell: 605-881-4143 Fax: 605-939-7110  
MC# 667252 TIN: 26-4091214  
[sokotalogistics@live.com](mailto:sokotalogistics@live.com)

AGENTS:  
LA Cook (Red Wing, MN)  
Office: 651-212-6081 Fax: 888-210-4557  
Email: [sokota@charter.net](mailto:sokota@charter.net)

### **CARRIER FILE CHECK OFF LIST**

Contract must be completed and the following must be received by Sokota Logistics, Inc before driver will be dispatched. Office of the company must complete pages 2, 3, & 6 using blue or black pen.

1. Insurance Certificate-**Need Insurance Certificate with Sokota Logistics Inc., listed as certificate holder before driver will be dispatched.**
  - a. \_\_\_\_\_ Liability Insurance coverage of at least \$1,000,000 for US carriers and \$5,000,000 for Canadian carriers.
  - b. \_\_\_\_\_ Cargo Insurance coverage of at least \$100,000 for US carriers and \$500,000 for Canadian carriers.
  - c. \_\_\_\_\_ Workman's Comp at least \$1,000,000 or waiver must be signed
2. \_\_\_\_\_ Copy of Authority
3. \_\_\_\_\_ W-9 Form including EIN# and sign form
4. \_\_\_\_\_ Broker – Motor Carrier Agreement completed and faxed
5. \_\_\_\_\_ Quick Pay form (Appendix B) completed and signed

**FAX COMPLETED AGREEMENT AND FORMS TO 605-939-7110 or email to  
[sokotalogistics@live.com](mailto:sokotalogistics@live.com)**

#### **Billing Instruction:**

Invoices must be mailed with original BOL and copy of confirmation sheet to Watertown, SD office. **Payment will not be issued from any invoice that is emailed or faxed.** Payment will be issued within 30 days from RECEIPT of invoice for carriers that opt for Net 30 and within 5 business days for carriers opting for quick pay.

#### **Fuel Advances:**

Any carrier that is being paid Net 30 and NOT using a factoring company is eligible for a fuel advance up to 40% of the line haul. The signed BOL stating that the load has been picked must be faxed to corporate office and authorized by the carrier's dispatch before it will be issued. Sokota charges 5% plus \$3.50 per \$1000 for the Comcheck.

**NOTE: QUICKPAY AND FUEL ADVANCES HAVE A LOAD MINIMUM OF \$2000 AND ARE ONLY AVAILABLE DURING THE BUSY SEASON FROM MARCH 1 OF THE YEAR AND ENDING IN AUGUST 31 OF THE YEAR.**

# Sokota Logistics, Inc

## Carrier Information

CARRIER: \_\_\_\_\_

DBA: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

PHYSICAL ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

PHONE: \_\_\_\_\_ WATTS #: \_\_\_\_\_ FAX: \_\_\_\_\_

FEDERAL ID# \_\_\_\_\_ M.C.#: \_\_\_\_\_ (send copy)

INSURANCE PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

DISPATCHERS: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

WEBSITE ADDRESS: \_\_\_\_\_

DAYS & HOURS OF OPERATION: \_\_\_\_\_

AFTER HOURS CONTACT: \_\_\_\_\_

YES / NO DO YOU USE A FACTORING COMPANY? IF SO, PLEASE SPECIFY FACTORING  
COMPANY INFORMATION \_\_\_\_\_

YES / NO TRACKING AVAILABLE ON WEBSITE

YES / NO PROOF OF DELIVERY ON WEB SITE

YES / NO DO YOU HAVE CANADIAN AUTHORITY?

YES / NO DO YOU HAVE MEXICAN AUTHORITY?

PLEASE CIRCLE ANY OF THE AREAS IN WHICH YOU OPERATE:

ALL REGIONS WEST NORTHWEST MIDWEST SOUTH  
SOUTHWEST SOUTHCENTRAL SOUTHEAST NORTH NORTHEAST EAST

### EQUIPMENT INFORMATION

PLEASE FILL OUT THE EQUIPMENT INFORMATION BELOWING. USE NUMBERS TO INDENTIFY WHAT EQUIPMENT YOU POSSESS.

DRY VANS (# OF EACH) 45' \_\_\_\_\_ 48' \_\_\_\_\_ 53' \_\_\_\_\_ 57' \_\_\_\_\_

REFRIGERATED (# OF EACH) 45' \_\_\_\_\_ 48' \_\_\_\_\_ 53' \_\_\_\_\_

FLATBEDS (# OF EACH) 45' \_\_\_\_\_ 48' \_\_\_\_\_ 53' \_\_\_\_\_

STEPDECKS (# OF EACH) 45' \_\_\_\_\_ 48' \_\_\_\_\_ 53' \_\_\_\_\_

CONESTOGA \_\_\_\_\_ CURTAIN VAN \_\_\_\_\_

## BROKER – MOTOR CARRIER AGREEMENT

This agreement (hereinafter referred to as "the contract") is made this \_\_\_\_ day of \_\_\_\_\_ 2010 at Watertown, South Dakota, by and between the following parties (hereinafter referred to as "the Parties"):

Sokota Logistics, Inc., a corporation with its principal place of business at 12 7<sup>TH</sup> Ave SE, Suite 1, Watertown, South Dakota, 57201, for itself and on behalf of its affiliated companies and divisions identified on Appendix A hereto (as may be amended from time to time), which are also parties to this Contract, collectively hereinafter referred to as "Sokota", and \_\_\_\_\_, with its principal place of business at \_\_\_\_\_,

\_\_\_\_\_ (hereinafter referred to as "Carrier") holds authority issued by the Interstate Commerce Commission under license No. MC-\_\_\_\_\_.

### WITNESSETH

WHEREAS, Carrier is a motor [ ] common [ ] contract carrier of property, authorized by the Federal Highway Administration (FHWA) in Docket No. MC-\_\_\_\_\_, all other applicable State or Federal governmental agencies which may be required to conduct operations and provide service in intrastate or foreign commerce in the transportation of General Commodities (except household goods), under continuing contract(s) with Sokota; and

WHEREAS, Sokota is a Registered Property Broker, Lic No. MC-667252 to arrange the transportation of property by authorized motor carriers, which desires from time to time to use the services of Carrier to transport freight for or on behalf of its customers, the transportation of which Sokota controls; and

WHEREAS, the parties do hereby enter into this Contract pursuant to 49 U. S. C. 14101 (b) for the purposes of providing and receiving specified rates and conditions, and under which the parties intend to waive certain rights and remedies permitted to be waived under the Interstate commerce Act, to the extent that any provisions therein are inconsistent with any of the provisions of this Contract.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises contained herein, Carrier and Sokota agree as follows:

### **1 SERIES OF SHIPMENTS AND SOKOTA'S DISTINCTS NEEDS**

Sokota hereby commits to tender, and Carrier hereby commits to transport a series of at least three (3) shipments during the term of this Contract. Carrier agrees to provide service designed to meet the unique, distinct and continuing transportation service needs of Sokota and its Customers, which include, but are not limited to, the following providing flexible contract freight rates which may be amended through a simplified notice provision; providing Certificates of Insurance to Sokota; Carrier's agreement to issue invoices to and to accept payment from Sokota, rather than from the shipper or receiver, participation with Sokota to use various means of communications and transmitting information to permit the tracking and tracing of shipments accepted by Carrier; and the occasional granting of other business considerations.

### **2 CONTRACT RATES**

Compensation shall be paid to Carrier solely and exclusively by Sokota on all shipments tendered to Carrier. Carrier's compensation shall be as follows:

A. Carrier's compensation for any specific shipment or shipments may be agreed to orally between the Parties, and the compensation shall subsequently be confirmed by Sokota to Carrier in writing or by electronic means, stating the new contract rate ("the Confirmation"). Unless carrier objects to the terms and rates of the Confirmation within twenty-four (24) hours after receipt, Carrier shall be presumed to have agreed that the terms are fully and correctly stated. All such Confirmations shall become incorporated as appenda to this Contract, and the Parties agree to retain all such appenda for the period required by applicable law.

B. the Parties may agree in a separate agreement (such as Sokota's "Quick Pay Program Agreement", etc) to a discount of the negotiated confirmed rate, which separate agreement may be attached to and become a part of the Agreement as Appendix B. If the Parties agree to an Appendix B, the discounted payment shall become the negotiated rate without specific separation notation on any Confirmation.

Carrier agrees that any interstate or intrastate tariffs, released value clauses or rates, or other liability limitations which now or in the future may exist in Carrier's Schedules or tariffs shall not apply to transportation provided by Carrier to Sokota during the term of this Contract, unless they are expressly stated in this Contract or in a Confirmation addendum.

### **3 RESPONSIBILITIES FOR PAYMENT OF RATES**

Sokota shall be solely and exclusively liable for and responsible to Carrier for its freight charges arising out of this Contract, and Sokota's Customers' sole obligation with regard to the payment of transportation charges is to make payment to Sokota. Within thirty (30) day after Sokota's receipt of a clear delivery receipt (or according to the terms of a separate agreement identified in Appendix B, if any), Sokota agrees to pay to Carrier the contract rates and charges even if the Customer does not or cannot pay Sokota. In exchange for this guarantee of payment, Carrier: (i) appoints and designates Sokota as its agent for the purpose of billing and collection of freight charges from the shippers whose freight Sokota tenders to Carrier or arranges for Carrier to transport; (ii) will not communicate in any manner, directly or indirectly, with Sokota's customers, consignors, consignees or any party other than Sokota concerning the collection of any charges relating to transportation services accruing in connection with or as a consequence of this Contract; and (iii) waives any right it may otherwise have to proceed or commence any action against any Customer for the collection of any freight bills arising out of transportation services performed by Carrier under this Contract.

Compensation paid to Carrier under this Contract may be withheld in whole or in part by Sokota or any of its subsidiaries or related companies to satisfy claims or shortages arising out of this or other Contracts, or to satisfy advances made to, or on behalf of, Carrier, or to satisfy any debt owed by Carrier to Sokota or any of its subsidiaries or related companies. This offset may occur, as Sokota's discretion, only if the claim or debt has not either been paid or denied for a valid cause or reason within ninety (90) days of presentation.

Any claim for overpayment or underpayment of transportation charges in connection with shipments transported under this Contract shall be presented by the party asserting the claim to the other party within sixty (60) days of discovery of the claim by that party, but in no event will any such claim(s) be asserted more than one hundred eighty (180) days after the delivery of the shipment or shipments giving rise to any such claim.

### **4 CARRIER'S SERVICE WARRANTIES**

Carrier warrants that: (i) (unless Carrier is an "exempt carrier" solely transporting exempt commodities) it is a motor carrier of property authorized by the Federal Highway Administration (FHWA), that all transportation performed by it for or on behalf of Sokota and/or Sokota's customers shall be as a contract carrier pursuant to the terms and conditions of this Contract; (ii) all freight tendered to it by Sokota pursuant to this contract shall only be transported by Carrier, on, in or with equipment owned by Carrier or leased to Carrier under a lease having a duration of more than thirty (30) days, operating under Carrier's operating authority; (iii) except to the extent that Carrier uses the services of

"owner-operators" in the course of conducting its regular operations, Carrier shall not, in any manner, sub-contract, broker or tender to any third party any freight tendered to Carrier by Sokota for transportation pursuant to this Contract; (iv) while Carrier may also hold authority from the Federal Highway Administration (FHWA) to operate as a motor common carrier, no transportation will be performed by it for or on behalf of Sokota and /or Sokota's customers as a motor common carrier; (v) Carrier's rates and tariffs as a motor common carrier shall not except as may be specifically provided in this contract, be applicable to any transportation which it shall perform for and on behalf of Sokota; and (vi) Carrier will at all times have a U.S. DOT safety rating that is satisfactory, and that at no time will allow its safety rating to become unsatisfactory.

In providing services, Carrier represents and warrants that driver(s) utilized are competent and properly licensed, and are fully informed of their responsibilities for the protection and care of the involved commodities. Carrier agrees that neither Sokota nor its Customers are responsible for paying the involved driver's salary, wages, compensation or charges, nor are either responsible for Workmen's Compensation coverage or any taxes based on salary, wages or compensation. Carrier agrees to provide and maintain the necessary equipment and to provide all fuel and pay all expenses necessary to operate the equipment, and Carrier agrees that in no instance shall Sokota or its Customer be responsible for any of the expenses. Carrier represents that the transportation will be performed without violating local, state or federal laws or regulations, and that carrier has complied and will comply with all laws and regulations of local, state and federal authorities and regulatory bodies have jurisdiction over the operation of its vehicles. Carrier further warrants that all motor vehicle equipment provided by carrier for the transportation of food grade product will comply with the requirements of The Sanitary Food Transportation Act, and that none of the equipment provided for the transportation of food or food grade products has been or will be used for the transportation of any waste of any kind, garbage, hazardous materials or any other commodity that might adulterate or contaminate food, food products or cosmetics.

At the time each shipment is received by Carrier from Sokota's customer(s), Carrier will request and obtain instructions concerning all handling, securing and product or freight protection requirements of each shipment, including specifications noted on the bill of lading or otherwise. Carrier is responsible for insuring that all freight is properly blocked and braced for transportation unless tendered to Carrier in a pre-loaded, sealed trailer, and carrier is instructed not to break the seal(s) on the trailer, which fact must be noted on the bill of lading. Carrier is responsible to determine that the goods being shipped are in apparent good order and condition, to the extent that such is ascertainable through a visual examination of the exterior of the goods shipped, before loading and, in the event that they are not, Carrier will contact Sokota for further instructions.

#### **5 SOKOTA'S COMPENSATION**

In consideration for performing services and its guarantee of payment, Sokota is hereby authorized and empowered to keep any amounts over the contract rates stated in this Contractor Confirmations as its broker's commission, and Sokota shall not be required to disclose the amounts of its commission.

#### **6 INDEPENDENT CONTRACTOR**

The Parties understand and agree that the relationship of Carrier to Sokota hereunder is solely that of an independent contractor, and that Carrier shall and does employ, retain or lease on its own behalf all persons operating motor vehicles transporting commodities under this Contract, and such persons are not employees or agents of Sokota or its Customers, it is further understood and agreed that all drivers of motor vehicles and persons employed in connection with the transportation of commodities under this Contract are subject to the discretion, control and supervision of Carrier, and not of Sokota or its Customers, Carrier represents and agrees that such employees are and will at all times be covered by adequate workmen's compensation insurance as provided by law.

#### **7 CARRIER'S CARGO LIABILITY**

Carrier agrees to transport the commodities to the specified destination with reasonable dispatch (defined as the length of time that it would customarily and ordinarily take to transport a like shipment), unless a specified delivery date and/or time is communicated to Carrier prior to the pick-up of any individual shipment. Carrier hereby assumes all liability for cargo loss and damage while such commodities are in Carrier's custody or control, except for loss, damage, injury or delay to the commodities caused by act of God, public enemy, authority of law, act or default of the shipper or owner or for natural shrinkage; and Carrier has the burden of providing that cargo loss, damage, injury or delay was caused by one of the above exceptions. No released value conditions, whether stated in the rates or otherwise, shall apply against Sokota or its customers. In the event branded or labeled goods are damaged, Sokota's customers may determine, within its sole discretion, and labeled goods are damaged, Sokota's customers may determine, within its sole discretion, and subject to a reasonable standard, whether the goods may be salvaged, and if salvageable, the value of such salvage. Any salvage receipts shall be credited against Sokota's customer's claims against Carrier. Sokota's customers shall have the right to remove all identifying marks or labels when Carrier pays Sokota or Sokota's customers for the full value of the damaged goods and requires possession of the goods for salvage. Alternatively, in the discretion of Sokota or its customers, the goods shall be permanently marked as "damaged" or a similar notation, without debiting or otherwise charging Sokota's customers on account of such notations.

#### **8 INSURANCE**

Carrier agrees to produce and maintain for the benefit of Sokota and its Customers, at Carrier's own expense, and to provide written proof of, all insurance coverage required by the U.S. Department of Transportation or the states in which services are to be performed, including appropriate insurance forms (B.M.C. 91 or 91X with regard to liability insurance, and B.M.C. 34 with B.M.C. 32 endorsement with regard to cargo insurance), and adequate insurance coverage cargo damage public liability, bodily injury/property damage, and workmen's compensation, all in the form and amounts required by Sokota.

#### **9 CARRIER'S INDEMNIFICATION**

The parties agree that carrier shall be the party solely responsible for operating the equipment necessary to transport commodities under this Contract Carrier therefore agrees to indemnify Sokota and its Customers and to hold them harmless for: loss or damage to Carrier's equipment; loss resulting from injury, including death, sustained by any employee of Carrier, or by any other person while acting in the capacity of a driver or helper in connection with the operation of the equipment; for any bodily injury, property damage or cargo loss, including the defense of any lawsuits there from, arising out of the operation, maintenance a use by Carrier of motor vehicle equipment to perform services under this Contract; for damage sustained by Sokota or its Customers arising out of the furnishing by Carrier of equipment which has been used to haul waste or is otherwise not suitable for hauling food products or which may affect the safety or cleanliness of food products hauled by Carrier; and for any loss or damages sustained by Sokota as a result of any other violation of this Contract by Carrier, including loss or damages due to the negligence, incompetence or dishonesty of Carrier or Carrier's agents or employees; provided, however, that this paragraph shall not apply to any penalty a liability arising solely as a consequence of any wrongful or negligent acts, omissions, or violations

Sokota, its Customers, agents or employees.

#### **10 BILL OF LADINGS AND DELIVERY RECEIPTS**

Carrier will issue and sign a standard, uniform straight bill of lading or other receipt acceptable to Sokota and Sokota's customers upon acceptance of goods for transportation. All terms or conditions written or printed on the receipts or bill of lading which have not been specifically agreed to by Sokota, either in this Contract or on any addenda hereto, shall have no binding effect against Sokota. The receipt or bill of lading issued or executed by Carrier shall be prima-facie evidence of receipt of goods in good order and condition by Carrier unless otherwise noted on the face of said document. Carrier shall submit to Sokota the original signed bill of lading evidencing good delivery of the goods, unless otherwise specifically agreed by Sokota; and in that case, Carrier shall maintain custody of the original signed bill of lading as agreed, Carrier assumes all risk of loss resulting from failure to prove good delivery. In the event that Carrier's personnel are not allowed or afforded an opportunity to view and/or examine the goods in order to ascertain the condition of those goods prior to loading on to Carrier's vehicle, Carrier's personnel shall immediately notify Sokota and await instructions prior to transporting the shipment, and shall note on the bill of lading that they were not allowed or afforded an opportunity to view and/or examine the goods shipped.

#### **11 FACTORING**

Carrier shall provide Sokota written notice of any assignment factoring, or other transfer of its right to receive payments arising under this Contract thirty (30) days prior to such assignment, factoring, or other transfer taking legal effect. Such written notice shall include the name and address of assigned/transferee, date, date assignment is to begin, and terms of the assignment, and shall be considered delivered upon receipt of such written notice by Sokota. Carrier shall be allowed to have only one assignment, factoring or transfer legally effective at any one point in time, and not multiple assignments, factoring or transfers by the Carrier shall be permitted. Carrier shall indemnify Sokota against and hold Sokota harmless from any and all lawsuits, claims, actions damages (including reasonable attorney's fees, obligations, liabilities, and liens), arising or imposed in connection with, the assignment or transfer of any account or right arising thereunder where the Carrier has not complied with the notification assignment requirements of this section. Carrier also releases and waives any right, claim or action against Sokota for amount due and owing under this Contract where Carrier has not complied with the notice requirements of this section.

#### **12 CONTRACT TERM AND TERMINATION**

The initial term of this Contract shall be a period of two (2) years from the date hereof, and shall continue in full force and effect from year-to-year unless it is terminated as provided for herein. Notwithstanding the above, either Party shall have the right to cancel or terminate this contract upon thirty (30) days prior written notice to the other party.

#### **13 COMMUNICATIONS AND CONFIDENTIALITY**

Carrier and Sokota intend and hereby agree to use the entire variety of communications and information means available, whether available presently or in the future, to communicate agreements, modifications, rates, instructions, equipment and load location, and any other information helpful or necessary to carry out the intentions of the Parties herein. Such communications and information transmission presently includes telephone, telecopier, software, e-mails, Internet, electronic funds transfer, satellite, and information received from third parties (including affiliates of Sokota, outside billing companies and freight payment entities), but this is not intended to be limiting the manner of future communications as they develop.

All information furnished to one Party to the other in the course of performing work or rendering services under this Contract shall be deemed to be confidential and proprietary information of the disclosing Party and/or its customers. The Party receiving information agrees not to disclose any such information to any third party, nor to use such information other than in performance of work and/or rendering services under this Contract. Carrier agrees not to use Sokota or Sokota's customers' names for promotional or other purposes without prior written consent.

#### **14 MISCELLANEOUS**

The Parties hereby further agree as follows:

This Contract shall not be rendered unenforceable by virtue of any failure or alleged failure to comply with the provisions of any statute or regulation applicable to transportation contracts, and the parties expressly waive any right that they might otherwise have to challenge the validity of this contract on such grounds, which waiver shall be binding on their respective assigns, heirs, or successors in interest.

Neither party shall assign this Contract or any rights hereunder without the prior written consent of the other party. This Contract shall be binding upon all permitted assigns, heirs and successors of the respective Parties hereto.

All notices required to be given under any of the provisions of this Contract shall be properly given if made in writing and deposited in a United States Post Office by registered mail, postage prepaid, and addressed to the respective parties as set forth above.

Carrier shall have no lien, and hereby expressly waives its right to any lien on any cargo, freight or other property of Sokota or any of its customers.

This Contract constitutes the entire agreement and understanding between the parties and supersedes any and all prior agreements and understandings, either oral or written. Sokota may, from time to time, modify or amend the terms or conditions of this Contract, or the specific Sokota companies which are parties to this Contract and identified in Appendix A, by means of a written amendments which shall promptly mail or otherwise transmit to Carrier. Said modification or amendment shall become effective three (3) days after transmission by Sokota. Carrier's continued acceptance of freight tendered by Sokota or Sokota's customers thereafter shall constitute acceptance by Carrier of such modification or amendment of this Contract. In the event that any portion of this Contract is declared void or unenforceable, then such provision shall be deemed severed from this Contract which shall otherwise remain in full force and effect.

This Contract may be executed in one or more counterparts and each of such counterparts shall, for all purposes, be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

In the event either party incurs attorney's fees, costs or expenses in enforcing any of the provisions of this Contract, or in exercising any right or remedy arising out of any breach of this Contract by the other party, the prevailing party shall be entitled to an award of attorney's fees, costs and expenses against the defaulting party.

The Parties agree that this Contract shall be construed under the laws of the State of South Dakota, and agree that all disputes arising under this Contract may be submitted to the jurisdiction of the State or Federal Courts within the States or Districts of South Dakota, or for administrative proceedings to the appropriate Federal or State government agency having jurisdiction over such matters.

IN WITNESS WHEREOF, the Parties have caused this agreement to be executed as of the date and year first written above

Sokota Logistics, Inc (Broker)

Carrier: \_\_\_\_\_

*Lisa A. Muller*

By: \_\_\_\_\_

\_\_\_\_\_  
Lisa A. Muller

Print Name: \_\_\_\_\_

Sokota Logistics, Inc.  
12 7<sup>th</sup> Ave SE, Suite 1  
Watertown, SD 57201  
605-605-540-4046  
Fax: 605-939-7110  
sokotalogistics@live.com

Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

**WORKMAN'S COMPENSATION WAIVER**

I am an independent contractor doing business as \_\_\_\_\_.

I am not performing work as an independent contractor for Sokota Logistics, Inc. I am not the employee of Sokota Logistics, Inc. for workers' compensation purposes and therefore, I am not entitled to workers' compensation benefits from Sokota Logistics, Inc. I understand that if I have any employees working for me, I must maintain workers' compensation insurance on them.

**APPENDIX B**

**SOKOTA LOGISTICS, INC.**

**QUICK PAY DISCOUNT AGREEMENT / NET 30 DAY**

By executing this Appendix B, Carrier is electing whether they request "Quick Pay" or "Net 30 days" for payment of freight charges. Any carrier that assigns a factoring company for carrier invoices must chose the "Net 30 days" option. If Appendix B is not signed and returned to Sokota Logistics, Inc., Carrier will automatically be paid on Net 30 days terms.

Either Party may terminate and/or change the payment method elected at any time with written notice.

I choose **QUICK PAY OPTION** \_\_\_\_\_, I understand that Sokota Logistics, Inc. will continue to use the Quick Pay option chosen as a method of payment for all invoices received unless I instruct Sokota Logistics, Inc. to do otherwise in writing. By signing below, I verify that I am an authorized agent of the carrier listed below and have the authority to make decisions regarding Quick Pay transactions. I also authorize that the carrier listed below has not assigned a factor company responsible for any invoices.

Upon final completion of the load, and after providing the necessary original documents (bill of lading, receipt(s), Sokota Logistics, Inc. confirmation sheet and freight invoice) to confirm completion of Carrier's responsibilities without loss or damage, Sokota agrees to pay Carrier the amount of the freight bill as confirmed by Sokota, less a discount of 5% of the gross freight bill amount, minus any advances already given. Upon receiving the necessary documents, Sokota will make payment within five (5) **business** days. Payment will be mailed via USPS to the address provided below by the Carrier.

I choose **NET 30 DAYS OPTION** \_\_\_\_\_, I am declining the "Quick Pay" option and will be paid on the normal terms of Net 30 days **from receipt of paperwork** as agreed in Section 2 of the Contract carrier Agreement.

**NOTE: QUICKPAY AND FUEL ADVANCES HAVE A LOAD MINIMUM OF \$2000 AND ARE ONLY AVAILABLE DURING THE BUSY SEASON FROM MARCH 1 OF THE YEAR AND ENDING IN AUGUST 31 OF THE YEAR.**