



### Customer Packet

We would like to thank you for your interest to partner with Yarborough Logistics. Our mission is to provide safe, efficient, and professional freight solutions to our valued customers and partners. We look forward to assisting with your freight needs with honesty, integrity, and efficiency. Please see the listed information for your records.

#### For your records:

Yarborough Logistics Company Profile and Contact Information

DOT Authority

Yarborough Logistics W-9

Credit Application

Broker - Shipper Contract

#### We will need the below from you:

Please fax the completed documents to **336-725-0091** or you can email to [sales@ylmoves.com](mailto:sales@ylmoves.com).

1. Shipper – Broker Agreement – Reviewed, signed, and dated by authorized company agent
2. Credit Application – Please complete and return along with your accounts payable contact.

Feel free to call 336-414-5936 if you have any questions or if you need any assistance.

Phone: 336-201-5753 Fax: 336-725-0091 Email: [Sales@ylmoves.com](mailto:Sales@ylmoves.com)

**Safety - Efficiency - Professionalism**

**Yarbrough Logistics Services, Inc.**

**Company Profile**

Business Address: 1500 Doune St.  
Winston-Salem, NC 27127

Telephone: 336-201-5753

Fax: 336-725-0091

Email: sales@ylmoves.com

DOT#: 3705062

MC#: 1297991

Fed ID#: 87-2244335

**Contacts:**

David Purdy / President 336-201-5753  
Contact / Accounts Receivables

**24/7 Emergency Contacts:**

David Purdy 336-414-5936

Phone: 336-201-5753 Fax: 336-725-0091 Email: Sales@ylmoves.com

**Safety - Efficiency - Professionalism**



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

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

**SERVICE DATE**  
**September 10, 2021**

**LICENSE**

**MC-1297991-B**

**U.S. DOT No. 3705062**

**YARBROUGH LOGISTICS SERVICES**

**WINSTON SALEM, NC**

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 366). 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 "Jeffrey L. Secrist".

Jeffrey L. Secrist, Chief  
Information Technology Operations Division

BPO

# 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. <b>Yarbrough Logistics Services, Inc.</b>	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> 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 <b>not</b> 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.  <input type="checkbox"/> 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) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. <b>1500 Doune St</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>Winston-Salem, NC. 27127</b>	
7 List account number(s) here (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.

<b>Social security number</b>									
				-			-		
<b>or</b>									
<b>Employer identification number</b>									
8	7	-	2	2	4	4	3	3	5

## 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.

<b>Sign Here</b>	Signature of U.S. person ▶ <i>DMPurdy</i>	Date ▶ 8/19/2021
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## 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-INT (interest earned or paid)

- 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.*

# APPLICATION FOR CREDIT

## YARBROUGH LOGISTICS SERVICES, INC.

1500 Doune Street  
Winston Salem, NC 27127  
Phone # (336) 201-5753  
Fax # (336) 725-0091  
[www.ylmoves.com](http://www.ylmoves.com)  
[Sales@ylmoves.com](mailto:Sales@ylmoves.com)

Customer Name: \_\_\_\_\_

Street Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Billing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

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

Special billing instructions (e.g.,  
PO or reference # required): \_\_\_\_\_

If you wish to receive invoices electronically, via email or fax, as  
opposed to through the U.S. Mail, please indicate the email address or  
fax number to which electronic copies of invoices should be sent: \_\_\_\_\_

Entity Type (Check one): \_\_\_\_\_ Person to contact for collection: \_\_\_\_\_

\_\_\_\_\_ Corporation \_\_\_\_\_

\_\_\_\_\_ Partnership \_\_\_\_\_ Collection contact email: \_\_\_\_\_

\_\_\_\_\_ Sole Proprietorship \_\_\_\_\_

\_\_\_\_\_ LLC \_\_\_\_\_ Collection contact phone number: \_\_\_\_\_

Incorporation/creation date: \_\_\_\_\_ State of incorporation: \_\_\_\_\_ Federal Tax ID: \_\_\_\_\_

Credit limit requested: \$ \_\_\_\_\_

### TERMS AND CONDITIONS

All invoices must be paid in full within 30 days of the invoice date ("Net 30"). Customer agrees to pay interest compounding annually at the rate of 15% on all balances not paid in full within 30 days of the invoice date. Customer agrees to pay the costs of collection of any balances not paid in full within 30 days of the invoice date, including, without limitation, the maximum attorneys' fees and court costs recoverable under applicable law. In the event of a dispute or proceeding pertaining to any balances owed on Customer's credit account with YLS, services rendered by YLS, or claims for damage to property or person arising from YLS' services, or if YLS is required to initiate a proceeding to collect any balances due and owing on Customer's credit account, Customer agrees that North Carolina law shall apply to the terms of such dispute or proceeding. Customer consents to the jurisdiction and venue of the federal and state courts located in the State of North Carolina, and waives the right to contest the jurisdiction or venue of such courts.

By signing this document, I represent that I am authorized to execute this credit application on behalf of Customer.

Customer Name: \_\_\_\_\_

Authorized Representative (Print Name): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

\*\*\*\*\*

*Below this line for YLS internal use only.*

Credit: \_\_\_\_\_ Approved \_\_\_\_\_ Not Approved \_\_\_\_\_ YLS initiating employee: \_\_\_\_\_

Approval Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Credit Limit: \$ \_\_\_\_\_ Salesperson Assignment: \_\_\_\_\_



**SHIPPER/BROKER TRANSPORTATION AGREEMENT  
YARBROUGH LOGISTICS SERVICES**

THIS AGREEMENT, "Agreement", made and intended to be effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between YARBROUGH LOGISTICS SERVICES having offices at Winston-Salem, North Carolina 27127 ("BROKER"), and \_\_\_\_\_ having offices at \_\_\_\_\_ ("SHIPPER"), collectively, the "PARTIES".

**RECITALS**

WHEREAS BROKER is licensed as a Property Broker by the Federal Motor Carrier Safety Administration (FMCSA) under DOT NO 3705062, or by appropriate State agencies, and as a licensed broker, arranges for freight transportation. A copy of BROKER'S authority is attached as Appendix A and a copy of BROKER'S Surety Bond or trust fund agreement is attached as Appendix B; and

WHEREAS SHIPPER, to satisfy some of its transportation needs, desires to utilize the services of BROKER to arrange for transportation of SHIPPER'S freight. NOW THEREFORE, intending to be legally bound, BROKER and SHIPPER agree as follows:

**AGREEMENT**

1. **TERM.** Subject to paragraph 11, the term of this Agreement shall be one (1) year, commencing on the date first mentioned above, and shall automatically renew for successive one-year periods; provided, however, that either Party may terminate this Agreement on 30 days written notice to the other Party, with or without cause, or as otherwise provided in this Agreement.
2. **SERVICE.** BROKER agrees to arrange for transportation of SHIPPER'S freight pursuant to the terms and conditions of this Agreement and in compliance in all material respects with all federal, state and local laws and regulations relating to the brokerage of the freight covered by this Agreement. BROKER'S responsibility under this Agreement shall be limited to arranging for, but not actually performing, transportation of SHIPPER'S freight. The PARTIES may, upon

written mutual agreement, include additional service terms to be attached as Appendix D.

3. FREIGHT CARRIAGE. BROKER acknowledges that it has entered into, or will enter into, bilateral contracts with each carrier it utilizes in the performance of this Agreement. BROKER further warrants that those contracts comply with all applicable federal and state regulations and shall include substantially the following provisions:

A. Carrier shall agree to defend, indemnify and hold BROKER harmless from all damages, claims or losses arising out of its performance of the Agreement, including cargo loss and damage, theft, delay, damage to property, and personal injury or death.

B. Carrier shall agree that its liability for cargo loss or damage shall be no less than that of a Common Carrier as provided for in 49 USC 14706 (The Carmack Amendment). Exclusions in Carrier's insurance coverage shall not exonerate Carrier from this liability.

C. Carrier shall agree to maintain at all times during the term of the contract, insurance coverage with limits not less than the following:

General Liability/Property Damage: \$1,000,000

Auto Liability: \$1,000,000

Cargo Liability: \$250,000 (deductible no more than \$10,000)

Worker's Compensation Liability Insurance – required in the amounts provided by applicable state law.

BROKER will verify that each carrier it utilizes in the performance of this Agreement has insurance coverage as defined above.

D. Carrier shall agree that the provisions contained in 49 CFR 370.1 et seq. shall govern the processing of claims for loss, damage, injury or delay to property and the processing of salvage.

E. Carrier shall authorize BROKER to invoice SHIPPER for services provided by the Carrier. Carrier will further agree that BROKER is the sole party responsible for payment of its invoices and that, under no circumstance, will Carrier seek payment from the SHIPPER, consignee or BROKER'S customer.

F. Carrier shall agree that, at no time during the term of its contract with BROKER, shall it have an "Unsatisfactory" or "Conditional" safety rating as determined by the Federal Motor Carrier Safety Administration (FMCSA). If

Carrier receives an “Unsatisfactory” or “Conditional” safety rating, it shall immediately notify BROKER. BROKER shall not knowingly utilize any carrier with an “Unsatisfactory” or “Conditional” safety rating in the performance of this Agreement.

- G. Carrier shall agree that the terms and conditions of its contract with BROKER shall apply on all shipments it handles for BROKER. Any terms in a carrier’s tariff that are referenced in the carrier contract which are inconsistent with the contract shall be subordinate to the terms of the contract, and the carrier’s tariff as a stand-alone document shall be explicitly referenced as null and void.
  - H. Carrier shall expressly waive all rights and remedies under Title 49 U.S.C., Subtitle IV Part B to the extent they conflict with the contract.
  - I. BROKER agrees to provide upon request proof of insurance and operating authority from each Carrier and, should BROKER utilize the services of any Carrier or other broker on SHIPPER’S behalf, which Carrier and/or broker does not have proof of insurance and/or operating authority, BROKER agrees to indemnify and hold harmless SHIPPER from all legitimate claims not paid by Carrier, including but not limited to cargo loss and damage claims.
  - J. Carrier shall agree to comply with all applicable federal, state and local laws, rules, regulations and ordinances, including, but not limited to all rules and regulations promulgated by the DOT and all other Federal and state agencies and departments having jurisdiction over the transportation services to be performed.
  - K. Carrier shall agree to have equipment and its drivers in compliance with all federal statutes and regulations.
4. RECEIPTS AND BILLS OF LADING. If requested by SHIPPER, BROKER agrees to provide SHIPPER with proof of acceptance and delivery of such loads in the form of a signed Bill of Lading and/or Proof of Delivery, as specified by SHIPPER. SHIPPER’S insertion of BROKER’S name on the bill of lading shall be for SHIPPER convenience only and shall not change BROKER’S status as a property broker. The terms and conditions of any freight documentation used by SHIPPER, consignee, BROKER or carrier selected by BROKER may not supplement, alter, or modify the terms of this Agreement.
5. PAYMENTS. SHIPPER shall identify all necessary paperwork for payment at the time it tenders a shipment to BROKER. BROKER shall invoice SHIPPER for its services in accordance with the rates, charges and provisions set forth in Appendix C, attached, and any written supplements or revisions that are mutually agreed



to between the PARTIES. If rates are negotiated between the PARTIES and not otherwise confirmed in writing, such rates shall be considered "written," and shall be binding, upon BROKER'S invoice to SHIPPER and SHIPPER'S payment to BROKER. SHIPPER agrees to pay BROKER'S invoice within 30 days of invoice date without deduction or setoff. BROKER shall apply payment to the amount due for the specified invoice, regardless whether there are earlier unpaid invoices. Payment of the freight charges to BROKER shall relieve SHIPPER, Consignee or other responsible party of any liability to the carrier for non-payment of its freight charges; and BROKER hereby covenants and agrees to indemnify SHIPPER, Consignee or other responsible party against such liability.

6. CLAIMS.

A. Freight Claims: BROKER shall not be liable for freight claims. However, BROKER will facilitate claims against carriers on behalf of SHIPPER on request of SHIPPER. SHIPPER must file claims for cargo loss or damage with BROKER within one hundred eighty (180) days from the date of such loss, shortage or damage, which for purposes of the Agreement shall be the delivery date or, in the event of non-delivery, the scheduled delivery date. SHIPPER must file any civil action against Carrier (or BROKER) within two (2) years from the date the carrier or BROKER provides written notice to SHIPPER that the carrier has disallowed any part of the claim in the notice. Carriers utilized by BROKER shall agree in writing to be liable for cargo loss or damage as outlined in paragraph 4.B above. The carriers' cargo liability for: (i) each truckload shipment shall not exceed \$250,000, and (ii) less-than-truckload shipments, the National Motor Freight Classification ("NMFC") Guidelines regarding class and NMFC limitation of liability shall apply unless BROKER is notified by SHIPPER of the increased value prior to shipment pickup and with reasonable advance notice to allow BROKER and/or the carrier to procure additional insurance coverage or increased limitations of liability. It is understood and agreed that the BROKER is not a Carrier and that the BROKER shall not be held liable for loss, damage or delay in the transportation of SHIPPER'S property unless caused by BROKER'S willful conduct. BROKER shall assist SHIPPER in the filing and/or processing of claims with the Carrier. If payment of claim is made by BROKER to SHIPPER, SHIPPER automatically assigns its rights and interest in the claim to BROKER so as to allow BROKER to subrogate its loss. Notwithstanding anything herein to the contrary, (i) neither Broker nor its underlying carrier shall have any liability arising out of or in connection with transportation of shipments within Mexico, including without limitation, loss, damage or delay of cargo and (ii) neither Broker nor its underlying carrier shall be required to maintain any insurance in connection with this Agreement with respect to transportation of shipments within Mexico. In no event shall BROKER or BROKER'S Carrier be liable to SHIPPER or anyone else for special, incidental,

indirect, exemplary, punitive or consequential damages in connection with this Agreement, including, without limitation, with respect to loss, damage or delay to a shipment, even if the party who is liable has been informed in advance of the possibility of such damages.

- B. All Other Claims: The PARTIES shall notify each other within sixty (60) days of learning of any claims other than cargo loss or damage claims, and shall file any such claims with the other Party within one hundred eighty (180) days from the date of notice. Civil action, if any, shall be commenced within two (2) years from the date either Party provides written notice to the other Party of such a claim.
8. SURETY BOND. BROKER shall maintain a surety bond or trust fund agreement as required by the Federal Motor Carrier Safety Administration in the amount of \$75,000 and furnish SHIPPER with proof upon request.
  9. HAZARDOUS MATERIALS. SHIPPER and BROKER shall comply with all applicable laws and regulations relating to the transportation of hazardous materials as defined in 49 CFR §172.800 and §173 et seq. to the extent that any shipments constitute hazardous materials. SHIPPER is obligated to inform BROKER immediately if any such shipments do constitute hazardous materials. SHIPPER shall defend, indemnify and hold BROKER and the carrier harmless from any penalties or liability of any kind, including reasonable attorney fees, arising out of SHIPPER'S failure to comply with applicable hazardous materials laws and regulations.
  10. DEFAULT. Both parties will discuss any perceived deficiency in performance and will promptly endeavor to resolve all disputes in good faith. However, if either party materially fails to perform its duties under this Agreement, the party claiming default may terminate this Agreement on 10 (ten) days' written notice to the other Party. SHIPPER shall be responsible to pay BROKER for any services performed prior to the termination of this Agreement and for shipments not yet completed and/or not yet invoiced to SHIPPER.
  11. INDEMNIFICATION. Subject to the insurance limits in Section 8, BROKER and SHIPPER shall defend, indemnify and hold each other harmless against any claims, actions or damages of third parties, including, but not limited to, payment of rates and/or accessorial charges to Carriers, arising out of their respective performances under this Agreement (other than claims for loss, damage or delay of cargo which shall be governed by Section 7 hereof), provided, however, such indemnification obligations shall be subject to (i) the indemnifying party being promptly notified in writing of such claim or suit and (ii) the indemnifying party having the sole control of the defense and/or settlement thereof using counsel reasonably satisfactory to the indemnified party. If the indemnified party offers or agrees to a settlement for such a claim without the written agreement of the

indemnifying party, the indemnifying party shall be relieved of its indemnification obligation. The indemnifying party may not settle any such claim or suit that requires payment of any sum by the indemnified party without the indemnified party's prior written consent. Neither party shall be liable to the other party for any claims, actions or damages due to the negligence of the other party. The obligation to defend shall include all costs of defense as they accrue.

12. ASSIGNMENT/MODIFICATIONS OF AGREEMENT. Neither party may assign or transfer this Agreement, in whole or in part, without the prior written consent of the other party. No amendment or modification of the terms of this Agreement shall be binding unless in writing and signed by the PARTIES.
13. SEVERABILITY/SURVIVABILITY. In the event that the operation of any portion of this Agreement results in a violation of any law, or any provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the Parties agree that such portion or provision shall be severable and that the remaining provisions of the Agreement shall continue in full force and effect. The representations and obligations of the PARTIES intended to survive the termination or expiration of this Agreement shall so survive.
14. INDEPENDENT CONTRACTOR. It is understood between BROKER and SHIPPER that BROKER is not an agent for the Carrier or SHIPPER and shall remain at all times an independent contractor. SHIPPER does not exercise or retain any control or supervision over BROKER, its operations, employees, or carriers.
15. NONWAIVER. Failure of either party to insist upon performance of any of the terms, conditions or provisions of this Agreement, or to exercise any right or privilege herein, or the waiver of any breach of any of the terms, conditions or provisions of this Agreement, shall not be construed as thereafter waiving any such terms, conditions, provisions, rights or privileges, but the same shall continue and remain in full force and effect as if no forbearance or waiver had occurred.
16. EQUAL OPPORTUNITY. During the performance of this Agreement, both parties agree to comply with the Equal Opportunity provisions in accordance with FAR 52.222-26.
17. NOTICES. Unless the PARTIES notify each other in writing of a change of address, any and all notices required or permitted to be given under this Agreement shall be in writing (or fax with machine imprint on paper acknowledging successful transmission) and shall be addressed as follows:

(BROKER)

(SHIPPER)

Name:  
Yarbrough Logistics Services  
1500 Doune St.  
Winston-Salem, NC 27127  
Phone: (336) 201-5753  
Fax: (336) 725-0091  
Email: sales@ylmoves.com

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

18. FORCE MAJEURE. Neither Party shall be liable to the other for failure to perform any of its obligations under this Agreement during any time in which such performance is prevented by fire, flood, or other natural disaster, war, embargo, riot, civil disobedience, or the intervention of any government authority, or any other cause outside of the reasonable control of the SHIPPER or BROKER, provided that the Party so prevented uses its best efforts to perform under this Agreement and provided further, that such Party provide reasonable notice to the other Party of such inability to perform.
  
19. CHOICE OF LAW AND VENUE. All questions concerning the construction, interpretation, validity and enforceability of this Agreement, whether in a court of law or in arbitration, shall be governed by and construed and enforced in accordance with federal law and to the extent that federal law does not apply the laws of the State of North Carolina, without giving effect to any choice or conflict of law provision or rule that would cause the laws of any other jurisdiction to apply.
  
20. LEGAL RIGHTS AND CHOICE OF LAW AND VENUE. All questions concerning the construction, interpretation, validity, and enforceability of this Agreement, as well as the substantive rights and duties of the parties to this Agreement, whether in a court of law or in arbitration, shall be governed by and construed and enforced in accordance with the laws of the State of North Carolina without giving effect to any choice or conflict of law provision or rule that would cause the laws of any other jurisdiction to apply. The PARTIES represent that they are subject to and hereby irrevocably submit to exclusive jurisdiction of any court with jurisdiction to include Forsyth County, North Carolina, in connection with any suit, action, or proceeding arising out of or relating to this Agreement and irrevocably agree that all claims and counterclaims of SHIPPER or BROKER in respect to any such suit, action or proceeding will be heard or determined only in any such court. In any legal action brought to enforce any right or duty under this Agreement or to recover damages for breach of this Agreement, the prevailing party shall be awarded reasonable attorney's fees and costs.
  
21. CONFIDENTIALITY. BROKER shall not utilize SHIPPER'S name or identity in any advertising or promotional communications without written confirmation of SHIPPER'S consent and the PARTIES shall not publish, use or disclose the

contents or existence of this Agreement except as necessary to conduct their operations pursuant to this Agreement. BROKER will require its carriers and/or other brokers to comply with this confidentiality clause.

- 22. ENTIRE AGREEMENT. This Agreement, including all Appendices and Addenda, constitutes the entire agreement intended by and between the PARTIES and supersedes all prior agreements, representations, warranties, statements, promises, information, arrangements, and understandings, whether oral, written, expressed or implied, with respect to the subject matter hereof.
- 23. NON-SOLICITATION. SHIPPER shall not contract with hire, or solicit for hire any Carrier of BROKER during the term of this Agreement and for a period ending two (2) years after this Agreement has terminated without the written consent of the BROKER. SHIPPER acknowledges that violation of this provision would be harmful and damaging to BROKER. If SHIPPER contracts directly with a BROKER Carrier in violation of this section, SHIPPER agrees to pay BROKER an amount equal to thirty (30%) percent of the gross revenue received by the Carrier. The parties agree that amount is a reasonable liquidated damages and not a penalty. Carrier shall not include any entity with who SHIPPER had received service from directly in a period within two years of the date of this Agreement.
- 24. COUNTERPARTS. This Agreement may be executed in any number of counterparts each of which shall be deemed to be a duplicate original hereof.

**IN WITNESS WHEREOF**, the PARTIES hereto have caused this Agreement to be executed in their respective names by their fully-authorized representatives as of the dates first above written.

BROKER

SHIPPER

\_\_\_\_\_

\_\_\_\_\_

Signed

Signed

\_\_\_\_\_

\_\_\_\_\_

Printed

Printed

\_\_\_\_\_

\_\_\_\_\_

Title

Title