

Carrier Requirements

Please fax the following company information, as soon as possible, to become an approved Carrier. These documents must be on file before your truck can be dispatched.

- Carrier Profile, this form must be completed. (including references)
- Common and/or Contract Carrier Authority.
- Cargo Insurance certificates. (\$100,000.00 minimum)
- Liability Insurance certificates. (\$750,000.00 minimum) (\$1,000,000.00 when hauling Hazmat.)
- Independent Contractor Agreement. This agreement must be completed, signed and returned via fax before your truck is dispatched, please initial and return all three pages.
- W-9 Taxpayer Identification form.
- Workers' compensation Hold Harmless document.
- U.S. Department of Transportation Motor Carrier Safety Rating.
- Hazmat certificate. (if applicable)
- The load confirmation will be faxed to your office after all of your documents have been received.

Note: These certificates must show Metro Express Transportation Services Inc. as the certificate holder on your Liability Policy and on your Cargo Policy. An original document must be faxed to 888-387-5295 before your truck is dispatched. All drivers must be dispatched by a Metro Express Dispatcher.

CARRIER TERMS:

- Driver must have an active cell phone in his/her possession at all times during the time period of this delivery
- Driver must call 888-669-3813 if he/she is unable to meet the specified pick up and delivery times.
- Driver must immediately call when he/she arrives at the pick up point and record this "Arrival Time" on the Bill of Lading.
- Driver must call from the dock of the pick up point when loaded and must report the Bill of Lading Number and record on the Bill of Lading the "Piece Count", "Weight" and "Departure Time".
- Driver must call Metro Express Transportation Services en route, in accordance with the check call schedule agreed to by the carrier's dispatcher.
- Driver must call on arrival, at the destination and this "Time In" must be recorded on the Bill of Lading.
- Driver must call from the dock of the destination, when empty, to report and record the "Proof of Delivery" and the "Time Out" on the Bill of Lading.
- All Bills of Lading, Delivery Receipts and Invoices must be submitted to Metro Express, using Epay Manager, within 48 hours of delivery.
- No truck can be dispatched until a rate confirmation is signed, by an authorized carrier representative, without changes, and faxed to Metro Express Transportation Services, Inc. at 888-387-5295.
- Failure to comply with any of these requirements will result in a fine of \$50.00 per occurrence.
- No shipment may be tendered to another carrier without the written consent of Metro Express Transportation Services. Failure to obtain such authorization will void the carrier's contract and rate agreement, for each unauthorized shipment tendered to another carrier.

Carrier Profile

Complete Legal Name: Name/Title:

Shipping Address:

City: State: ZIP:

Dispatch Day Phone: Night Phone: FAX:

Canadian Authority? Yes No Email Address:

Would you like to receive our Available Freight list each day via fax or email? Yes No

States Served

AL AZ AR CA CO CT DE FL GA ID IL IN IA KS
 KY LA ME MD MA MI MN MS NV NH NJ NM NY NC
 ND OH OK OR PA RI SC SD TN TX UT VT VA WA
 WV WI WY

Service Types

Express Local Express-Other Air Freight
 Rail Carrier Drayage Road Carrier

Special Requirements

Sleeper Pallet Exchange
 HazMat Warehousing

Box Truck/Cargo Van

Cargo Van
 24' Box Truck w/ Liftgate
 12' Mini Box Truck
 20' Box Truck
 14' Mini Box Truck
 24' Box Truck
 20" Box Truck w/ Liftgate

Vans / Reefers

53' Van 53' Reefer
 48' Van 48' Reefer

Specialized

Pickup Truck
 Pickup w/ Cover
 Pickup w/ Rack
 Curtainside Van
 Step Deck

Flatbeds

14' Mini Flatbed
 20' Flatbed
 Flatbed w/ Sides
 20' Flatbed w/ Liftgate
 24' Flatbed
 45' Flatbed
 24' Flatbed w/ Liftgate
 48' Flatbed

References

1:

2:

3:

Informational Summary

COMPANY NAME:

Metro Express Transportation Services, Inc.
Specialists in Expedited and Truckload Shipments

COMPANY ADDRESS & PHONE NUMBERS:

Address: 875 Fee Fee Road
Maryland Heights, MO 63043

Toll Free: 800 – 805 – 0073

Local: 314 – 993 – 1511

314 – 993 - 8888

Fax: 314 – 993 - 8707

Email: dispatch@metroexpressinc.com

AUTHORITIES HELD:

Common Carrier / Contract Carrier/ Freight Forwarder

IDENTIFIER NUMBERS:

Motor Carrier MC235288

Freight Forwarder FF 1559

Federal ID 43-1509443

SCAC MTEP

DUNS 87-886-6888

PROCESS AGENT:

Thomas Whaley
875 Fee Fee Road
Maryland Heights, MO 63043

BANK REFERENCE:

First Bank of the Lake
4558 Osage Beach Parkway, Suite 100
Osage Beach, MO 65065
Phone: 573-348-2265
Contact: Douglas C. Clark, Vice President

OUR CUSTOMERS:

Dana Corporation
Ford Motor Company
Takata Restraint Systems
General Motors
Active Aero PTM
Emerson Control Process
Eaton Corporation
Lear Corporation
Ryder Logistics
International Truck & Engine
Peterbilt Motors
The Select Carrier Group
Eagle Global Logistics
New Breed Logistics, Inc.

Workers' Compensation Hold Harmless Document

Addendum to Broker / Carrier Agreement

_____ ("Carrier") agrees to hold harmless and indemnify Metro Express Transportation Services, Inc. and any of its affiliated companies against any award by a Workers' Compensation Court or similar administrative body or court of law, arising out of claims by any employee or agent of Carrier for work-related injuries.

(Name of Officer)

(Date and Location)

Freight Forwarder Carrier Agreement

This Agreement is between _____ (Carrier Name), located at _____ (Address) _____ (City) _____ (State) _____ (Zip code) _____ (Telephone Number) operating to provide transportation services under Motor Carrier Number _____, hereinafter referred to as Carrier and Metro Express Transportation Services Inc, located at 875 Fee Fee Road, Maryland Heights, MO (63043), Telephone Number: 800-805-0073, operating an ICC grant of Freight Forwarder Authority, Permit Number FF 1559, hereinafter referred to as Third Party.

Now in consideration of the mutual covenants and promises hereinafter set forth, the parties agree as follows:

1) Third Party hereby agrees to offer to Carrier one or more shipments per year, to be transported by and with its own equipment, and Carrier agrees to pick-up, transport, and deliver goods in behalf of Third Party's shippers, consignees, and/or customers and furnish transportation services to meet the distinct needs of Third Party, as detailed in this Agreement.

2) Carrier shall execute a bill of lading for property it receives for transportation under this Agreement and shall be liable to the person or company entitled to recover under the terms of the bill of lading. The liability imposed by this paragraph is for the actual loss or injury to the property caused by the Carrier which may be more than the amount of coverage required by the USDOT for a Carrier. Carrier's liability shall be the same a carrier's liability under 49 U.S.C. 11707 and shall include, but not be limited to, liability for loss due to theft or damage of the transported property but include liability of whatever nature arising from the transport of all loads arranged and accepted by Carrier. The cargo insurance shall be in the form required by 49 C.F.R. 1043.2 (c) and shall have no exclusions or restrictions that would not be accepted by the USDOT for a filing under the statutory requirements of the above - cited section and shall in all respects, be identical to the cargo insurance filed in accord with the said section. Carrier further agrees to defend and hold harmless Third Party against all liability or claims on each shipment transported by Carrier pursuant to the Agreement. The parties to the Agreement acknowledge that cargo claims shall be settled in accordance with the regulations codified at 49 C.F.R. 1005.

3) Carrier agrees to telephone Third Party at (314) 447-2910 or (888) 669-3813 within (30) minutes of any delay, accident or breakdown that will affect the condition, or the timely delivery of merchandise transported. Note: see Third Party's Schedule "A" for expected delivery date and time for the shipment under contract.

4) Carrier agrees, at its own expense, to maintain public liability and property insurance coverage with a minimum combined single limit of \$1,000,000.00 per occurrence, or \$2,000,000.00 if Carrier transports hazardous materials. Carrier also agrees to maintain cargo insurance in an amount not less than \$250,000.00 and any additional insurance required by applicable laws, rules and regulations. Carrier will furnish to Third Party a copy of each such insurance policy and/or a written certificate of insurance and further agrees to name Carrier as an additional insured on these policies. Carrier agrees to defend, indemnify and hold harmless Third Party from any and all liability costs and damages to persons and/or property arising out of Carrier's operations hereunder, including but not limited to all road, fuel and other taxes, fees, permits or cost of insurance, including workman's compensation if applicable and any expenses related to a claim by another party, including reasonable attorney fees to defend Third Party for claims related to the shipments transported by Carrier in behalf of Third Party.

5) Carrier authorizes Third Party to invoice shipper, receiver, consignor, consignee or appropriate party for freight charges as agent for and on behalf of Carrier.

6) Third party agrees to pay Carrier in full, within (30) thirty days of receipt of proper documentation, in the exact amount agreed to between the parties, using Epay Manager. The documents required to accept load, invoice Third Party and receive payment include:

1. A signed rate confirmation agreement (Third Party's Schedule "A") for contracted shipment.
2. A copy of the Carrier's original grant of USDOT Authority and special permits, authorizing the Carrier to transport the specified commodities or hazardous materials.
3. A faxed copy of the Carriers' current certificates of insurance naming the Third Party as an additional insured, from the Carrier's insurance company(s) showing proof of motor truck liability, cargo insurance coverage and workman's compensation coverage.
4. The original signed bill of lading issued by shipper and any other original shipping documents. Note: Carrier agrees to provide Third Party with the above-mentioned delivery documentation, by fax, using Epay Manager, within (48) forty-eight hours of delivery. These documents must include the consignee's signature and printed name, the description and the total weight of the shipment and number pieces received, and any description of overages, shortages, damages or other exceptions or notations.
5. An accepted electronic invoice, provided to Carrier by Third Party via Epay Manager, in the exact amount due Carrier, including any agreed to ancillary charges, according to the electronic invoicing procedures described in the "Accounts Payable Addendum".

7) Payment of the freight charges to Carrier shall relieve shipper, receiver, consignor, consignee or appropriate party of any liability to Carrier for non-payment of charges.

8) The relationship of Carrier to Third Party shall be that of an independent contractor, except that Third Party shall be the agent for Carrier for the collection of charges.

9) Carrier represents and warrants that the driver or drivers utilized in connection with the transport of all loads accepted from Third Party by Carrier are fully qualified and properly licensed. Carrier agrees to fully compensate the driver(s) and be responsible for driver's workman's compensation coverage, if applicable, and all payroll taxes, if any.

10) Carrier's rate for shipments offered by the Third Party may be in the form of a flat charge or a rate per mile but must be agreed to in writing on Third Party's Schedule "A". Any charge for an additional stop or other accessorial charges, occurring after the original Agreement, must also be agreed to in writing, on an "Addendum to Third Party's Schedule A", provided by Third Party and signed by the Carrier, to be valid.

11) Carrier shall not solicit freight from any shipper, consignor, consignee, or customer of Third Party where (a) the availability of such shipment first became known to Carrier as a result of Third Party's effort, or (b) where the shipment of the consignor, shipper or customer of Carrier was first tendered to Carrier by Third Party. If Carrier breaches this agreement and solicits Third Party's customer(s), Third Party is then entitled, for a period of two (2) years after solicited shipments first begin, commissions from Carrier in the amount of 15% of the transportation revenue generated for any freight movements procured by the solicitation, plus the reimbursement of any legal fees incurred by Third Party to enforce such action.

12) Neither party hereto will be liable for the failure to tender or timely transport freight under this Agreement if such failure, delay or other omission is caused by strikes, acts of God, wars or civil disorders, and if such failure is a result of either party's compliance with legally constituted orders of civil or military authorities.

13) Carrier warrants that all operations conducted with Third Party will be as a dedicated carrier, operating under an exclusive use agreement. During the term of this Agreement, Carrier shall provide direct service from origin to destination with no interchange with other carriers or trip

leasing. Both parties agree that this Agreement governs the entire relationship between the parties.

14) The validity of this Agreement and any terms or provisions as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Missouri. All civil actions filed as a result of disputes arising out of this Agreement shall be filed in the court of proper jurisdiction in the State of Missouri.

15) If any provisions of the Agreement are invalid under Federal or State law, or any other jurisdiction, such provisions shall be waived and deemed a part of the Agreement. However, it is agreed that under no circumstance shall such waiver or exception cause any other section or provision of this Agreement to become invalid.

16) The Agreement shall become effective as of the date recorded below and shall remain in force for a period of one (1) year and shall be renewed automatically for the same term, until cancelled by either party on thirty (30) days written notice.

17) This Agreement contains the entire sales contract and no additions or changes can be made unless such changes are in writing and initialed by both parties. An imaged or faxed copy of the Agreement, Schedule "A" and/or any subsequent agreement, containing the signatures of the parties shall be deemed an original copy.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on this day of _____, 2018, in St. Louis, Missouri.

Agreed to on this day and date by the undersigned parties:

Carrier:

Carrier Name: _____

Signature: _____

Printed Name: _____

Title _____

Third Party:

Metro Express Transportation Services, Inc.
875 Fee Fee Road
Maryland Heights, MO 63043

Thomas Whaley, President
Phone: 800-805-0073

Request for Taxpayer Identification Number and Certification

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

▶ Go to 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. METRO EXPRESS TRANSPORTATION SERVICES, INC.	
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 one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" 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) ▶ _____ 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. <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) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. 875 FEE FEE ROAD	Requester's name and address (optional)
6 City, state, and ZIP code MARYLAND HEIGHTS, MO 63043	
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.

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Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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 ▶	Date ▶ 09/19/2018
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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.

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.