



NEW SHIPPER PACKET

Dear Valued Customer,

We would like to thank you for your interest in Blue Whale Enterprises LLC, DBA "Eldar Ventures". Our Mission is to help with our Customers, Shippers, and Carriers to create an extraordinary logistics service by providing personalized services, economic value and professional growth.

We will assist you in tailoring your transportation needs and help define and execute them. Whether your challenge is capacity, keeping products at a controlled temperature or dealing with problem lanes, our Company is ready to meet your demands.

We provide logistics services as truck loads with Dry Van, Reefer, Flatbed, Step Deck, LTL, and etc.

Please return the following:

- Shipper Profile
- Broker/Shipper Agreement
- Shipper Credit Application

Our Information for Your File:

- Broker Profile
- Completed W-9
- Broker Surety Bond
- Freight Broker License
- Freight Broker Insurance Certificate

Please return complete paperwork by fax (877) 921-6286 or email: rustam@bluewhalellc.net

We are looking forward to working with you!

DBA "Eldar Ventures", Blue Whale Enterprises LLC

Phone: (877) 921-6261

Fax: (877) 921-6286

Email: rustam@bluewhalellc.net

Address: 916 NE Lilac str Apt 203 Issaquah, WA 98029

DBA "Eldar Ventures", Blue Whale Enterprises LLC

916 NE Lilac str Apt 203, Issaquah, WA 98029

Tel: (877) 921-6261, Fax: (877) 921-6286, Cell: (347) 207-6777, email: rustam@bluewhalellc.net

SHIPPER PROFILE

INFORMATION

Company Name: _____

Business Address: _____

City: _____ State: _____ Zip: _____

Established: _____

EIN: _____

D&B Number: _____

Principals: _____, Corp ☐ LLC ☐ Sole Owner ☐

Bank references: _____

Trade references: _____

1. _____

2. _____

3. _____

Shipper Credit Application

Billing Address (if different): _____

Phone: : _____ Fax: : _____

Email: _____

Shipping Contact: : _____ Payable Contact: _____

Special Billing Requirements: _____

BANK INFORMATION

Name of Bank: _____

Contact Person: _____ Phone: _____ Fax: _____

Account Numbers: _____

Signature: _____

Print Name: _____ Title: _____

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Company Information

Contact info:

Company: DBA "Eldar Ventures", Blue Whale Enterprises LLC

Address: 916 NE Lilac str, Apt 203 Issaquah, WA 98029

Tel: (877) 921-6261

Fax: (877) 921-6286

INOVICES via email: rustam@bluewhalellc.net

Officer:

Principal: Rustam Muratdinov

Email: rustam@bluewhalell.net

Authorities:

Business type: Freight Broker

MC: MC- 168884

FEID: 83-1586833

DUNS: 03-677-8507

Banking info:

Bank: Bank of America

Contact: Abby Yu

Tel: (425) 657-7177

Surety Bond Info:

Surety Agent: JW Bond Consultants, Inc.

Contact: Francine Abel

Tel: (888) 592-6631

Insurance Company Info:

Insurance: Hudson Insurance Company

Contact: John D. Weisbrot

Tel: (215) 766-1990

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Tel: (877) 921-6261, Fax: (877) 921-6286, Cell: (347) 207-6777, email: rustam@bluewhalellc.net

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.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Rustam Muratdinov

2 Business name/disregarded entity name, if different from above
Blue Whale Enterprises LLC

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

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

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ► _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
916 NE Lilac st Apt 203

6 City, state, and ZIP code
Issaquah, WA 98029

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.

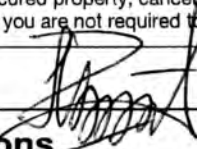
Social security number								
				-				
or								
Employer identification number								
8	3		-	1	5	8	6	8 3 3

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► 	Date ► 8/15/2018
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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.



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

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

SERVICE DATE
November 09, 2018

LICENSE

MC-168884-B

U.S. DOT No. 3200481
BLUE WHALE ENTERPRISES LLC
ISSAQUAH, WA

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

A Federal Agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a current valid OMB Control Number. The OMB Control Number for this information collection is 2126-0017. Public reporting for this collection of information is estimated to be approximately 10 minutes per response, including the time for reviewing instructions, gathering the data needed, and completing and reviewing the collection of information. All responses to this collection of information are mandatory. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Motor Carrier Safety Administration, MC-RRA, Washington, D.C. 20590.



United States Department of Transportation
Federal Motor Carrier Safety Administration

Broker's or Freight Forwarder's Surety Bond under 49 U.S.C. 13906

FORM BMC-84

Bond Number: 10082564

Filer FMCSA Account Number: _____

KNOW ALL MEN BY THESE PRESENTS, that we, Blue Whale Enterprises LLC,
(Name of Broker or Freight Forwarder)
of 916 NE Lilac St ISSAQUAH Washington 98029,
(Street) (City) (State) (Zip)
as PRINCIPAL (hereinafter called Principal), and Hudson Insurance Company,
(Name of Surety)

a corporation, or a Risk Retention Group established under the Liability Risk Retention Act of 1986, Pub. L. 99-563, created and existing
under the laws of the State of Florida (hereinafter called Surety), are held and firmly bound unto the United States of
(State)

America in the sum of \$75,000 for a broker or freight forwarder, for which payment, well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is or intends to become a Broker or Freight Forwarder pursuant to the provisions of Title 49 U.S.C. 13904, and the rules and regulations of the Federal Motor Carrier Safety Administration relating to insurance or other security for the protection of motor carriers and shippers, and has elected to file with the Federal Motor Carrier Safety Administration such a bond as will ensure financial responsibility and the supplying of transportation subject to the ICC Termination Act of 1995 in accordance with contracts, agreements, or arrangements therefore, and

WHEREAS, this bond is written to assure compliance by the Principal as either a licensed Broker or a licensed Freight Forwarder of Transportation by motor vehicle with 49 U.S.C. 13906(b), and the rules and regulations of the Federal Motor Carrier Safety Administration, relating to insurance or other security for the protection of motor carriers and shippers, and shall inure to the benefit of any and all motor carriers or shippers to whom the Principal may be legally liable for any of the damages herein described.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall pay or cause to be paid to motor carriers or shippers by motor vehicle any sum or sums for which the Principal may be held legally liable by reason of the Principal's failure faithfully to perform, fulfill, and carry out all contracts, agreements, and arrangements made by the Principal while this bond is in effect for the supplying of transportation subject to the ICC Termination Act of 1995 under license issued to the Principal by the Federal Motor Carrier Safety Administration, then this obligation shall be void, otherwise to remain in full force and effect.

The liability of the Surety shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the aggregate to the penalty of the bond, but in no event shall the Surety's obligation hereunder exceed the amount of said penalty. The Surety agrees to furnish written notice to the Federal Motor Carrier Safety Administration forthwith of all suits filed, judgements rendered, and payments made by said Surety under this bond.

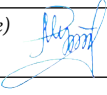
This bond is effective the 05th day of November, 2018, 12:01 a.m., standard time at the address of the Principal as stated herein and shall continue in force until terminated as hereinafter provided. The Principal or the Surety may at any time cancel this bond by written notice to the Federal Motor Carrier Safety Administration at its office in Washington, DC, such cancellation to become effective thirty (30) days after actual receipt of said notice by the FMCSA on the prescribed Form BMC-36, Notice of Cancellation Motor Carrier and Broker Surety Bond. The Surety shall not be liable hereunder for the payment of any damages herein before described which arise as the result of any contracts, agreements, undertakings, or arrangements made by the Principal for the supplying of transportation after the termination of this bond as herein provided, but such termination shall not affect the liability of the Surety hereunder for the payment of any such damages arising as the result of contracts, agreements, or arrangements made by the Principal for the supplying of transportation prior to the date such termination becomes effective.

The receipt of this filing by the FMCSA certifies that a Broker Surety Bond has been issued by the company identified above, and that such company is qualified to make this filing under Section 387.315 of Title 49 of the Code of Federal Regulations.

Falsification of this document can result in criminal penalties prescribed under 18 U.S.C. 1001.

IN WITNESS WHEREOF, the said Principal and Surety have executed this instrument on the 14th day of November, 2018.


PRINCIPAL

Blue Whale Enterprises LLC
COMPANY NAME
916 NE Lilac St ISSAQUAH
STREET ADDRESS CITY
Washington 98029 (877) 921-6261
STATE ZIP CODE TELEPHONE NUMBER
Rustam Muratdinov, Principal
(type or print Principal officer's name and title)

(Principal officer's signature)

(type or print witness's name)

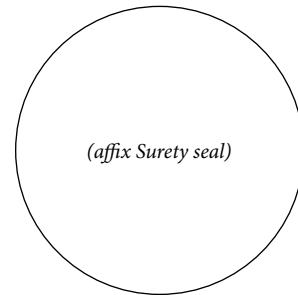
(witness's signature)

SURETY

Hudson Insurance Company
COMPANY NAME
1035 Greenwood Boulevard, Suite 265 LAKE MARY
STREET ADDRESS CITY
Florida 32746 (215) 766-1990
STATE ZIP CODE TELEPHONE NUMBER
John D. Weisbrot, Attorney-in-Fact
(type or print Principal officer's name and title)

(Principal officer's signature)

(type or print witness's name)

(witness's signature)





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/31/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CDL Associates Insurance Agency LLC 111 Bridge Street, PO Box 299 Northville, NY 12134	CONTACT NAME: Melanie Hamm	
	PHONE (A/C, No, Ext): (518)863-2100 FAX (A/C, No): (518)863-2103	
	E-MAIL ADDRESS: melanie@cdlassociates.org	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Certain Underwriters at Lloyds	15792
INSURED Blue Whale Enterprises LLC 916 N.E. Lilac St. Apt 203 Issaquah, WA 98029	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 00000000-0**REVISION NUMBER:** 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		TCB182356	12/27/2018	12/27/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ EXCLUDED
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Contingent Cargo		TCB182355	12/27/2018	12/27/2019	\$1,000 Deductible \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

FREIGHT BROKER**CERTIFICATE HOLDER****CANCELLATION**

Blue Whale Enterprises LLC
916 N.E. Lilac St.
Apt 203
Issaquah, WA 98029

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

(MEL)

BROKER – SHIPPER AGREEMENT

THIS BROKERAGE AGREEMENT (“Agreement”) is made and entered on _____, 20____, by and between _____ (“SHIPPER”) and DBA “Eldar Ventures”, **Blue Whale Enterprises LLC** (“BROKER”) (collectively, the “Parties”).

I.

Recitals

- A. **WHEREAS** BROKER is licensed as a Property Broker by the Federal Motor Carrier Safety Administration (“FMCSA”), or by appropriate State agencies, and as a licensed broker, arranges for freight transportation; and
- B. **WHEREAS** SHIPPER seeks to utilize the services of BROKER to facilitate the transportation of goods on behalf of SHIPPER; and

NOW THEREFORE, intending to be legally bound, BROKER and SHIPPER agree as follows:

II.

Agreement

1. SCOPE.

a. The terms of this Agreement may be amended or supplemented by written agreement of BROKER and the SHIPPER as set forth in Appendix A, or in any other written appendices or schedules mutually agreed upon by BROKER and the SHIPPER (collectively, “Appendix”). If a conflict exists between the provisions of this Agreement and the terms of any Appendix, or to the extent that an Appendix addresses matters not addressed herein, BROKER and SHIPPER hereby agree that the terms of the Appendix shall control.

b. Unless otherwise set forth in an Appendix, this Agreement applies to all services performed by BROKER with respect to shipments tendered by SHIPPER.

c. The Parties intend that this Agreement shall not be exclusive. Nothing herein shall grant BROKER any exclusive right to perform property brokerage services on behalf of SHIPPER or obligate SHIPPER to tender any minimum amount of cargo to BROKER.

2. TERM AND TERMINATION.

a. The term of this Agreement shall be for one (1) year and shall automatically be renewed for successive one (1) year periods; provided, however, that either Party may terminate this Agreement with or without cause at any time by giving the other Party thirty (30) days prior written notice.

b. Either Party may additionally terminate this Agreement immediately upon written notice to the other of the following events:

i. Breach of any covenant, obligation, condition or requirements imposed by this Agreement if such breach continues for a period of ten (10) days after written notice thereof; or

ii. A Party becomes insolvent, unable to pay its debts in a timely manner, seeks protection under bankruptcy or receivership laws, or is forced into bankruptcy or receivership.

c. Shipper may additionally terminate this Agreement immediately upon written notice if:

i. Broker loses its operating authority;

ii. Fails to procure or maintain insurance coverages required by this Agreement; or

iii. Utilizes the services of Servicing Motor Carriers (as defined below) that do not hold the requisite authority to provide services required by SHIPPER.

3. BROKER’S COMPLIANCE WITH LAW. BROKER represents and warrants that it is duly and legally qualified to operate as a property BROKER and to provide the transportation services contemplated herein. BROKER agrees to comply with all federal, state and local laws regarding the provision of such brokerage services. The Parties understand and agree that BROKER functions as an independent entity, and not as a carrier, in selling, negotiating, providing and arranging for transportation for compensation, and that the actual transportation of shipments tendered to BROKER shall be performed by third-party motor carriers (“Servicing Motor Carriers”).

4. PAYMENT AND CHARGES. SHIPPER shall tender certain shipments, from time to time, to BROKER. With respect to any shipment tendered by SHIPPER to BROKER, BROKER shall invoice SHIPPER for its services in accordance with the rates and charges as agreed to in writing by both Parties prior to the movement of the shipment. 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. In the event that Brokerage services are

provided, and it is subsequently discovered that there was no applicable or understood rate, the Parties agree that the charges invoiced by BROKER shall be the agreed upon contract rate of the Parties for the services provided, unless such payment is objected to by SHIPPER within ten (10) days of the invoice date. SHIPPER agrees to pay BROKER within twenty-one (21) days of receiving invoice, without deduction or setoff unless agreed to in writing by the Parties, with interest accruing monthly at a rate of two percent (2%) on past due invoices. Shipper shall also be liable for any expenses, including attorney fees, BROKER incurs in collecting its rates and charges with respect to undisputed invoices. BROKER shall be solely responsible for making payments of freight and other accessorial charges to Servicing Motor Carriers utilized by BROKER to provide the transportation services. BROKER will implement and maintain in their written contracts with Servicing Motor Carriers that BROKER has the exclusive right to handle all billing of freight charges to the Shipper and/or Customer for the transportation services provided, and as such, the Servicing Motor Carrier shall agree to refrain from all collection efforts against the SHIPPER, Customer, or the receiver. Payment of the freight charges to BROKER shall relieve SHIPPER or other responsible party of any liability to the Servicing Motor Carrier for non-payment of its freight charges; and BROKER hereby covenants and agrees to indemnify SHIPPER or other responsible party against such liability.

5. **SERVICING MOTOR CARRIERS.** Unless set forth in an Appendix, BROKER shall require by written contract that each Servicing Motor Carrier providing transportation services to SHIPPER agrees:

a. That it is duly and legally licensed under applicable state, provincial and federal law to provide any transportation services required under this Agreement, and that it does not have an unsatisfactory or unfit safety rating issued by the United States Department of Transportation or any state or provincial authority with jurisdiction over its operations.

b. That it is performing services pursuant to contract and that in no event shall any provision in any tariff, service guide, bill of lading, delivery receipt, or other shipment documentation apply to services performed with respect to shipments tendered by or to SHIPPER.

c. That it will obtain a receipt showing the kind and quantity of product delivered to the consignee of each shipment at the destination.

d. That it will furnish all equipment necessary at its sole cost and expense and bear all expenses related to the use or operation of the equipment; that it will utilize only legally licensed personnel qualified in accordance with governing law; and that it shall provide all services as an independent contractor and assume responsibility for financial obligations arising out of the transportation services.

e. That it shall accept liability as a motor carrier under the Carmack Amendment (as currently codified at 49 U.S.C. § 14706 and as amended from time to time) for loss, damage, or delay to goods tendered by or on behalf of Shipper; that no limitation of liability shall apply to any such shipment except that Servicing Motor Carrier's full value liability shall be limited to \$100,000 per trailer or conveyance unless a higher value is declared in writing prior to pickup and Servicing Motor Carrier has agreed to such valuation; and that it waives any right to salvage goods (as well as any right to claim entitlement offset salvage value) tendered by or to Shipper.

f. That it will, at its sole cost and expense, procure and maintain during any period in which it handles shipments tendered by or to Shipper the following insurance coverage:

i. Commercial Automobile/Trucking Liability insurance coverage with limits of not less than **\$1,000,000.00 (U.S. Dollars) per occurrence;**

ii. All Risk Broad Form Motor Truck Cargo Legal Liability insurance in an amount not less than **\$100,000 (U.S. Dollars) per occurrence;** and

g. That all coverages set forth above shall be with reputable and financially responsible insurance companies (**rated B+ or better**). Servicing Motor Carrier shall agree to furnish to BROKER written certificates showing that such insurance has been procured.

h. Servicing Motor Carrier shall agree to defend, indemnify against, and hold harmless SHIPPER from any and all claims, actions, losses, expenses, fines, fees, verdicts, judgments, or any other damages, obligations, or liabilities, including attorneys' fees ("Servicing Motor Carrier Claims"), arising pursuant to the services provided to SHIPPER to the extent such Servicing Motor Carrier Claims are caused by the negligence or other wrongful conduct of the Servicing Motor Carrier.

i. That it will perform the transportation services directly with equipment under its own authority and that it shall not co-broker, trip lease, or otherwise subcontract the transportation or handling of any shipment tendered to it pursuant to this Agreement. The foregoing shall not be construed as prohibiting interlining which, for the purposes of this Agreement, shall mean that the Servicing Motor Carrier performs some part of the motor carrier transportation in Equipment operating under the Servicing Motor Carrier's own authority.

j. That it will waive liens it may otherwise have with respect to goods tendered by or to SHIPPER.

6. INDEMNIFICATION.

a. BROKER shall indemnify, defend and save SHIPPER harmless from and against any and all liability, claims, loss, costs, fines, penalties, expenses (including attorney's fees), judgments, or demands on account or damage of any kind whatsoever, including but not limited to personal injury, property damage, cargo damage, or any combination thereof, suffered or claimed to have been suffered by any person or persons, arising out of BROKER's services provided in connection with this Agreement to the extent such claim is caused by 1) the negligence or intentional misconduct of BROKER; 2) BROKER's or its employees' violation of applicable laws or regulations; or 3) BROKER's or its employees' breach of this Agreement.

b. BROKER shall also indemnify, defend, and save SHIPPER harmless from and against any and all claims of payment made by Servicing Motor Carriers as long as SHIPPER has made timely payment in accordance with the provisions of this Agreement to BROKER of the full amount owing to BROKER for the services underlying the Servicing Motor Carrier's claim.

c. SHIPPER shall indemnify, defend and save BROKER harmless from and against any and all liability, claims, loss, costs, fines, penalties, expenses (including attorney's fees), judgments, or demands on account or damage of any kind whatsoever, including but not limited to personal injury, property damage, cargo damage, or any combination thereof, suffered or claimed to have been suffered by any person or persons, arising out of SHIPPER's performance under this Agreement to the extent such claim is caused by 1) the negligence or intentional misconduct of SHIPPER; 2) SHIPPER's or its employees' or agents' violation of applicable laws or regulations; or 3) SHIPPER's or its employees' or agents' breach of this Agreement.

d. In the event that such claims, liabilities, losses, damages, fines, penalties, payments, costs and expenses (including without limitation, reasonable attorney fees) are caused by the joint and concurrent negligence or other fault of the Parties, or the Parties and a third party, the indemnity obligations for such claims, liabilities, losses, damages, fines, penalties, payments, costs, and expenses shall be borne by each Party in proportion to its degree of negligence or other fault.

e. Any indemnified Party shall promptly tender the defense of any claim to the indemnifying Party.

f. In no event shall either Party be responsible for any special, punitive or consequential damages under this Agreement regardless of whether such Party had notice of the possibility of such damages.

7. **INDEPENDENT CONTRACTOR.** BROKER represents and warrants that it is an independent contractor under this Agreement and that its employees are under BROKER's exclusive management and control, and that SHIPPER neither exercises nor retains any control over BROKER, its operations or employees in any manner whatsoever.

8. **BROKER BONDING.** BROKER shall comply with all bonding requirements imposed upon it by law, including its obligation to maintain a surety bond to benefit the SHIPPER.

9. CARGO LOSS, DAMAGE, OR SHORTAGE.

a. SHIPPER acknowledges and agrees that the Servicing Motor Carrier's liability for cargo loss and damage is limited to **\$100,000 per trailer or conveyance**. At the time of communicating the shipment to BROKER, but in no event later than **twenty-four (24) hours** prior to scheduled pick-up, SHIPPER may request that BROKER arrange to transport a shipment with a higher valuation as set forth in the Rate Confirmation Agreement. If BROKER agrees to arrange such transportation, BROKER will arrange the transportation with a Servicing Motor Carrier that agrees to such limitation as long as SHIPPER has declared such increased value on the face of the bill of lading presented to or by the Servicing Motor Carrier at pick-up.

b. In the event of a cargo loss, damage, delay or shortage claim, BROKER agrees to facilitate filing of cargo claims with the Servicing Motor Carrier as long as SHIPPER complies with the obligations set forth in this section. SHIPPER agrees to notify BROKER promptly after becoming aware of any such claim by phone and to subsequently submit to BROKER a written claim, fully supported by all relevant documentation, including but not limited to the signed delivery receipt, listing the nature and cause of the claim for cargo damage. Thereafter, SHIPPER shall comply, at SHIPPER's cost and expense, with BROKER's reasonable requests intended to resolve such claim.

c. SHIPPER must submit a written claim to BROKER within **two (2) months** of delivery, or within **two (2) months** of the date delivery should have occurred if no delivery is made, or BROKER shall have no obligation to assist in the facilitation of such claims.

d. It is understood and agreed that BROKER is not a motor carrier and as such, BROKER shall have no liability for cargo loss, damage, or shortage except to the extent such claims are caused by BROKER's negligent acts or omissions. With respect to the standard for BROKER negligence with respect to Servicing Motor Carrier's insurance, the failure of the Servicing Motor Carrier to possess insurance required by law will be deemed a negligent act or omission on the part of BROKER.

e. Shipper acknowledges that where less-than-truckload, intermodal or rail shipments are tendered, the published service conditions, accessorial charges and released rates of the applicable Servicing Motor Carrier shall apply.

10. **SHIPPING DOCUMENTS.** Unless otherwise agreed in writing, all shipments tendered shall be accepted on a bill of lading. The bill of lading shall act as a receipt only and in no event shall the terms and conditions of the bill of lading be binding on the Parties. Upon request, BROKER shall instruct Servicing Motor Carriers to obtain a delivery receipt from the consignee, showing the products delivered condition of the shipment and the date and time of such delivery.

11. **NOTIFICATION OF ACCIDENTS OR DELAYS.** BROKER agrees to notify SHIPPER of any accident or other event of which BROKER is apprised and which prevents the Servicing Motor Carrier from making a timely or safe delivery.

12. **LEGAL RESTRAINT OR FORCE MAJEURE.** In the event performance by one Party is affected by any cause beyond the reasonable control of such Party, including without limitation, fire, labor strife, riot, war, weather conditions, acts of the public enemy, acts of God, acts of terrorism, local or national disruptions to transportation networks or operations, fuel shortages, governmental regulations, or governmental request or requisition for national defense, and provided that the applicable cause is not attributable to the acts or omissions of such Party, and such Party is taking reasonable measures to remove or mitigate the effects of the applicable cause, then the performance of all obligations required herein shall, with the exception of payment of invoices, be suspended during the continuance of such interruption, and such Party shall promptly notify the other Party of such interruption. Such period of suspension shall not in any way invalidate this Agreement, but on resumption of operations, any affected performance by such Party shall be resumed. No liability shall be incurred by either Party for damages resulting from such suspensions.

13. **COMMUNICATIONS.** To the extent practicable, communications between BROKER and SHIPPER, including, but not limited to, invoicing, payment, Rate Confirmation Agreements, and proofs of delivery, will be electronic in a format mutually agreeable to the Parties. The Parties hereby waive any objection to the authenticity of such electronic communications as long as such communications comply with the Electronic Signatures in Global and National Commerce Act, the Uniform Electronic Transactions Act, or related legislation as applicable.

14. **ASSIGNMENT/MODIFICATION/BENEFIT OF AGREEMENT.** This Agreement may not be assigned or transferred in whole or in part. This Agreement shall be binding upon and inure to the benefit of the Parties hereto.

15. **SEVERABILITY.** If the operation of any portion of this Agreement results in a violation of any law, the Parties agree that such portion shall be severable and that the remaining provisions of this agreement shall continue in full force and effect.

16. **DISPUTE RESOLUTION.** This Agreement shall be deemed to have been drawn in accordance with the statutes and laws of the state of Illinois and in the event of any disagreement or dispute, the laws of Illinois shall apply and suit must be brought in Illinois as each party specifically submits to the exclusive personal jurisdiction of such courts for disputes involving this Agreement.

17. **COMPLETE AGREEMENT.** This Agreement constitutes the entire agreement of the Parties with reference to the subject matters herein, and may not be changed, waived, or modified except in writing signed by both Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year first above written.

SHIPPER: _____

Signature: _____

Name: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

BROKER: DBA "Eldar Ventures", Blue Whale Enterprises LLC

Signature: _____


Name: Rustam Muratdinov

Address: 916 NE Lilac str, Apt 203, Issaquah,
WA 98029

Phone: (877) 921-6261

Fax: (877) 921-6286

Email: rustam@bluewhalellc.net