



DOUBLE BROKER BOUNTY HUNTER / NOAA FRAUD PREVENTION SERVICE AGREEMENT

Instructions:

Please fill out all forms and appendices in this document. Email the document to your Customer Service Representative. Your representative will guide you through the rest of the process.

John A. Cantera, Jr.
Jcantera@vigilanttransport.com

DOUBLE BROKER BOUNTY HUNTER / NOAA DEPARTMENT OF FRAUD PREVENTION SERVICE AGREEMENT

This Agreement is made this _____ day of, _____ 20____, by and between "VIGILANT TRANSPORTATION SERVICES, LLC", hereinafter referred to as PROVIDER, and _____, hereinafter referred to as CARRIER/BROKER.

Whereas CARRIER/BROKER is a Motor Carrier (MC Number: _____) subject to the jurisdiction of the ICC: NOW, THEREFORE, in consideration of the promises and covenants hereinafter contained it is mutually agreed by and between parties hereto as follows:

OBLIGATIONS OF CARRIER/BROKER AND PROVIDER

1. PROVIDER will staff a response team of Customer Service Representatives that operate Monday through Friday from 8am to 5pm Eastern time, except for federal and state holidays where brokers may not be actively operating. CSRs will respond to CARRIER/BROKER requests during these hours in an attempt to determine Double Brokering and pursue resolution of the matter with the Broker of Record, if the identity of the Broker of Record can be determined. This clause holds true to matters of wrongfully placed freight guards and other events involving transportation fraud.
2. PROVIDER bears no financial or legal responsibility in the transaction between the SHIPPER, CARRIER/BROKER agreement.
3. CARRIER/BROKER must complete the service agreement and submit all load documentation and photos to PROVIDER Customer Service Representative (CSR).
4. PROVIDER CSR will review load documentation and determine if there is reason for suspicion of Double Brokering. CSR will advise CARRIER/BROKER if there is reason to believe that Double Brokering has occurred.
5. If Double Brokering IS NOT suspected, the PROVIDER CSR will advise the CARRIER/BROKER of their findings. CARRIER/BROKER only be charged an investigation fee of \$50, and the CARRIER/BROKERs load documentation will be destroyed to protect CARRIER/BROKER privacy.
6. If Double Brokering IS suspected, PROVIDER CSR will alert CARRIER/BROKER, and begin our process to locate the Broker of Record. CSR will alert the Broker of Record to the situation and provide CARRIER/BROKER evidence to prove that the load has been Double Brokered. CSR will facilitate CARRIER/BROKER setup with the Broker of Record and the CARRIER/BROKER if the CARRIER/BROKER is not already setup with the Broker of Record. The CSR will receive the updated rate confirmation from the Broker of Record and invoice the CARRIER/BROKER 25% of the face value of the new rate confirmation from the Broker of Record. Upon receipt of payment confirmation, the CSR will email the new rate confirmation to the CARRIER/BROKER. Events that are more complicated in nature such as but not including cargo theft, ID theft, etc will be invoiced on a consulting basis, at a rate of \$100 per hour or part of any subsequent hour. A minimum of four (4) hours will be charged for investigations done on a consulting basis.
- 6A. If the case involves a freight guard for removal, the PROVIDER CSR will investigate the circumstances around the freight guard and advise the probability of success under our Freight Guard

Removal program. If the matter appears to not be able to be resolved, the CARRIER/BROKER will only be invoiced an investigation fee of \$50. If the matter appears to be capable of being resolved, the PROVIDER CSR will discuss options for settlement with the CARRIER/BROKER. The CARRIER/BROKER may be required to pay a fine or penalty to the BROKER who filed the freight guard report in order to secure removal. This fine or penalty is the sole responsibility of the CARRIER/BROKER and will not be deducted from the PROVIDER's fee. Once the freight guard removal has been verified, the PROVIDER will invoice the CARRIER/BROKER \$500, to be due upon receipt.

6B. BROKERS who need assistance with verifying the MC number of the CARRIER who picks up and delivers their cargo will provide the PROVIDER with a copy of the legitimate Rate Confirmation immediately upon booking with the CARRIER. The PROVIDER will immediately make contact with the shipper and the receiver and notify them of the purpose of the investigation in an attempt to solicit their assistance in the investigation. BROKERS will be invoiced at the end of the week for all verification cases submitted. This covers all cases where the cargo was picked up by the CARRIER before Friday at 5pm Central Time. If the CARRIER who picks up or delivers is DIFFERENT than that named on the rate confirmation, the PROVIDER will make contact with the real CARRIER, facilitate carrier setup if needed, and ensure carrier is aware of the matter. The BROKER will be invoiced 25% of the face value of the original rate confirmation after proof providing proof that the real carrier differs from the assigned carrier. This fee will be taken out of the new rate confirmation issued to the Real CARRIER.

7. CARRIER/BROKER agrees to pay PROVIDER on receipt of the invoice for all services. PROVIDER CSR may not release updated rate confirmation on Double Brokered loads until PROVIDER invoicing system confirms receipt of payment.

8. PROVIDER will maintain records of the CARRIER/BROKER's case file on a password protected cloud server. In the event of a data breach, PROVIDER will alert the CARRIER/BROKER to the event so that the CARRIER/BROKER can take the necessary steps to protect their information.

9. CARRIER/BROKER agrees to hold PROVIDER and SHIPPER/CONSIGNEE harmless from any liability for personal injury, property damage, violations or fines occurring during operations conducted by CARRIER/BROKER pursuant to this agreement.

10. CARRIER/BROKER will be responsible to comply with all applicable state and federal regulations pertaining to the operation of a motor carrier and is solely responsible for any violations and fines issued by FMCSA, DOT, or any other regulatory or law enforcement agency.

11. The terms of this agreement shall be perpetual, provided that either party may terminate same by giving thirty (30) days written notice to the other. In situations where a mutual desire exists to dissolve the relationship, both parties can agree to an immediate dissolution.

12. In cases involving fraudulent complaints made by Brokers or Carriers against other Brokers or Carriers, PROVIDER will investigate the matter and report findings to the appropriate government agencies for further investigation and action. The CARRIER/BROKER will be required to pay a Placement Fee of \$300 which will include the filing of the formal complaint to government agencies and two (2) billable hours of the PROVIDER's time to manage the case until such time as the CARRIER/BROKER seeks termination of this agreement or the case is resolved. Any billable hours beyond will be charged at \$100 per hour or portion thereof (same as the consulting rate).

13. **NON-COMPETE / NON-DISCLOSURE:** CARRIER/BROKER agrees that PROVIDER, at great expense, has developed a broad customer base of shippers, receivers, brokers and government agencies that is essential to the successful operations of the PROVIDER company.

CARRIER/BROKER and PROVIDER agree that disclosure of the identity of one or more of the company's said customers to CARRIER/BROKER constitutes valuable consideration. During the term of this AGREEMENT and for a period of two (2) years from its termination, CARRIER/BROKER shall not, directly or indirectly, solicit similar services to PROVIDER's customers who are serviced by CARRIER/BROKER as a result of this AGREEMENT unless otherwise agreed by all parties in writing.

14. PROVIDER is obligated to maintain the privacy of the CARRIER/BROKER and Broker of Record throughout the duration of this service. All parties agree that the only releasable information for public consumption will be the identity of the Double Broker (scamming entity), and amount of money recovered by the PROVIDER for the CARRIER/BROKER as part of a running tally posted on the PROVIDER's website. The CARRIER/BROKER and real Broker of Record identities will not be released by the PROVIDER unless the information has been commanded as a result of a court with the appropriate jurisdictional responsibility, or to Federal or State Department of Transportation agencies when required by law.

15. The PROVIDER will request permission to use the circumstances of the case (without identifying the CARRIER/BROKER) in podcasts hosted or attended by the PROVIDER. The intent of these podcasts will be to educate other CARRIERS/BROKERS who may be dealing with similar circumstances. The CARRIER/BROKER may be asked to be a guest on these podcasts to share their story if they so desire.

16. Per MAP-21, PROVIDER will file a Double Brokering or Transportation Fraud report with the U.S. Department of Transportation's Office of the Inspector General (OIG) and FMCSA where the CARRIER/BROKER and Broker of Record will need to be identified as part of that report. Further, the PROVIDER will make a public report against the offending broker and carrier on Carrier-OK.com. In accordance with Paragraph 13 of this agreement, the victim CARRIER/BORKER will not be named in the Carrier-OK.com report.

17. CARRIER/BROKER acknowledges that information obtained from the PROVIDER is the sole and exclusive property of the PROVIDER. CARRIER/BROKER, nor any employee, agent, or subcontractor shall back-solicit, directly or indirectly, communicate or perform any service for compensations for any account of PROVIDER which has previously tendered to CARRIER/BROKER for transportation, nor shall it pass on or reveal any customer information obtained to any other person or company.

18. Solicitation prohibited under this AGREEMENT means participation in any conduct, whether direct or indirect, the purpose of which involves transportation and/or handling of property by CARRIER/BROKER for which CARRIER/BROKER does, or did in the past, provide such service for that customer under arrangements first made or procured by PROVIDER. Solicitation includes conduct initiated or induced by CARRIER/BROKER, or accepted by CARRIER/BROKER, upon inducement by PROVIDER efforts.

19. Where a dispute or disagreement arises, both parties agree to tender the issue to binding arbitration in the State of Florida.

20. CARRIER/BROKER agrees that it will function under terms of this agreement strictly as duly permitted contract CARRIER/BROKER, and hereby waves any and all rate provisions, which may be contained in its published CARRIER/BROKER tariffs.

21. Joint service between PROVIDER and Tucker, Albin and Associates (TAA) on behalf of the PROVIDER: CARRIER/BROKER acknowledges that should PROVIDER enlist the assistance of the firm Tucker, Albin and Associates (TAA) for any case, CARRIER/BROKER will only be invoiced by PROVIDER. PROVIDER will pay for assistance by Tucker, Albin and Associates. Further, if the

CARRIER/BROKER is referred by TAA to PROVIDER for assistance in a case, only the PROVIDER will invoice the CARRIER/BROKER the rate offered by Tucker, Albin and Associates, and pay for the TAA fee directly on behalf of the CARRIER/BROKER, as per agreement between TAA and PROVIDER.

22. CARRIER/BROKER acknowledges that services provided by PROVIDER, and provided jointly by PROVIDER and TAA, may commercially be referred to as the services of the National Owner Operator Association Departments of Fraud Prevention (the Double Broker Bounty Hunter) and Corporate Collections.

PROVIDER:

Vigilant Transportation Services, LLC

John A. Cantera, Jr.

John A. Cantera, Jr.

Managing Director

_____/_____/_____

CARRIER/BROKER:

_____/_____/_____

Appendix 1: Limited Power of Attorney

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that I, _____ of _____ hereby make, constitute, and appoint VIGILANT TRANSPORTATION SERVICES, LLC, (AKA National Owner Operators Association Department of Fraud Prevention, and/or the Double Broker Bounty Hunter) as my true and lawful attorney in fact for me and in my name, place, and stead; for the following purposes only: To investigate cargo claims or claims of Transportation Fraud - To transfer documents related to claims or transportation fraud events - Accept loads from Brokers of Record to replace commitments voided by the practice of Transportation Fraud - Discuss my accounts and invoice customers related to the case under investigation. - Modes of communication for requesting and receiving information pertaining to freight claims or fraud investigations may include telephone, text, email, fax or mail.

This Limited POA expires when the claim or fraud event has been resolved.

Name: _____

Signature: _____

Date: _____ / _____ / _____

MC# _____

Appendix 2: Summary of Charges

Summary of Charges:

<u>Fraudulent Load Investigation Fee:</u> (Waived if any other fee applies)	\$50.00 per event
<u>Double Broker Load Recovery Fee:</u>	25% of the RC face value
<u>Freight Guard Removal Investigation Fee:</u> (Waived if FG is successfully removed)	\$50.00 per freight guard
<u>Freight Guard Removal Fee:</u>	\$500.00 per freight guard
<u>MC Verifications:</u> (Physical verification at shipper and receiver)	\$25.00 per load
<u>Double Broker Recovery for Brokers:</u>	25% of the RC face value
<u>Fraud Investigations (Consulting Basis):</u>	\$100.00 per hour (min 4 hrs)
<u>Fraudulent Claims Placement Fee:</u> (Includes 2 billable hours of consulting time and filing of report with applicable government agencies)	\$300.00 per claim

Rates may vary if case is referred to VTS by Tucker, Albin and Associates (TAA). VTS will honor TAA's rate quote on a case.

NOOA Members will receive discounts for these services by elimination of the investigation fees or reduced rates for items charged on a consulting basis. Proof of paid membership in NOOA is required.

Additional fees for services requested by the CARRIER/BROKER will be determined at the time of the request by the PROVIDER.