ALGO EXPRESS LLC
8028 WHITE OAK LOOP
STONECREST, GA 30038

DRIVER'S APPLICATION FOR OPERATION

Applicant name (first middle last) _____

Date of application: _____

Cell phone: _____ Email: _____

In compliance with Federal and State equal employment opportunity laws, qualified applicants are considered for all positions without regard to race, color, religion, sex, national origin, age, marital status, veteran status, non-job related disability, or any other protected group status.

TO BE READ AND SIGNED BY APPLICANT

I authorize ALGO EXPRESS LLC to make such investigations and inquiries of my personal,employment, financial or medical history and other related matters as may be necessary in arriving at an employment decision.

(Generally, inquiries regarding medical history will be made only if and alter a conditional offer of employment has been extended.)
I hereby release employers, schools, health care providers and other persons from all liability in responding to inquiries and releasing information in connection with my application.
In the event of employment, I understand that false or misleading information given in my application or interview(s) may result in discharge.
I understand, also, that I am required to abide by all rules and regulations of the Company.
I understand that information I provide regarding current and/or previous employers may be used, and those employer(s) will be contacted, for the purpose of investigating my safety performance history as required by 49 CFR 391.23(d) and (e). I understand that I have the right to:

- Review information provided by previous employers;
- Have errors in the information corrected by previous employers and for those previous employers to re-send the corrected information to the prospective employer; and
- Have a rebuttal statement attached to the alleged erroneous information, if the previous employer(s) and I cannot agree on the accuracy of the information.

Applicants signature: Date:

X _____ _____

FOR USE ONLY

APPLICANTS DO NOT WRITE UNDER THIS LINE

☐ Recommended for hire
Date hired _____
Classification ***CMV DRIVER OVER THE ROAD***
☐ Rejected
Rejection reason _____
Signature of interviewing officer _____ Date _____
Interviewing officer printed name _____

TERMINATION

Termination date _____
Termination reason _____
Supervisor's signature _____
Supervisor's printed name and title _____

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Position(s) applied for _____

Name (first/last/middle) _____

Date of birth _____

SSN _____

Gender _____

EMERGENCY CONTACT INFO:

Phone: _____

Name: _____

Relation: _____

Current drivers license information Endorsements Restrictions

Driver license number _____

Driver license issuing state _____

Driver license type _____

Driver license class _____

Driver license expiration date _____

Current street address: _____

City, state zip _____

Previous address _____

(if less than 3 years on current) _____

Mailing address _____

(if different than current) _____

Do you have legal right to work in the United States? ☐ ***YES*** ☐ ***NO***

Have You worked for this company before? ☐ ***YES*** ☐ ***NO***

If answered ***YES*** to previous question please, provide following information:

Where _____

Dates: From: _____ To: _____ Rate of pay: _____

Position held _____

Reason for leaving: _____

Are You currently employed? ☐ ***YES*** ☐ ***NO***

IF ***NO*** how long since leaving last employment? _____

Have You ever been bonded? ☐ ***YES*** ☐ ***NO***

If ***YES*** please, provide the name of bonding company: _____

Have You ever been convicted for a felony? ☐ ***YES*** ☐ ***NO***

(Conviction of a crime is not an automatic bar to employment – all circumstances will be considered.)

If ***YES***, please, explain:

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EMPLOYMENT HISTORY

Please, provide all required information COMPLETELY. The United States Department of Transportation requires that the driver applicants show all employment for past **3(three) years.** Effective July1, 1987, they **must also show commercial driver employment for the 7(seven) years preceding this 3(three) year period. FMCSR 391.21(b)(10)(11). Please make sure there are no gaps longer than 30 daysin your emloyment.**

First previous company name _____
Company address _____
City, state zip code _____
Phone _____ Fax _____
Contact / supervisor name _____
Employment period From: _____ to: _____
Position Held _____
Reason for leaving _____
Were you subject to the FMCSRs while employed? ☐ ***YES*** ☐ ***NO***
Was it DOT regulated job, subject to the D&A testing requirements of 49 CFR part 40? ☐ ***YES*** ☐ ***NO***

Second previous company name _____
Company address _____
City, state zip code _____
Phone _____ Fax _____
Contact / supervisor name _____
Employment period From: _____ to: _____
Position Held _____
Reason for leaving _____
Were you subject to the FMCSRs while employed? ☐ ***YES*** ☐ ***NO***
Was it DOT regulated job, subject to the D&A testing requirements of 49 CFR part 40? ☐ ***YES*** ☐ ***NO***

Third previous company name _____
Company address _____
City, state zip code _____
Phone _____ Fax _____
Contact / supervisor name _____
Employment period From: _____ to: _____
Position Held _____
Reason for leaving _____
Were you subject to the FMCSRs while employed? ☐ ***YES*** ☐ ***NO***
Was it DOT regulated job, subject to the D&A testing requirements of 49 CFR part 40? ☐ ***YES*** ☐ ***NO***

Fourth previous company name _____
Company address _____
City, state zip code _____
Phone _____ Fax _____
Contact / supervisor name _____
Employment period From: _____ to: _____
Position Held _____
Reason for leaving _____
Were you subject to the FMCSRs while employed? ☐ ***YES*** ☐ ***NO***
Was it DOT regulated job, subject to the D&A testing requirements of 49 CFR part 40? ☐ ***YES*** ☐ ***NO***

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EMPLOYMENT HISTORY (continued from previous page)

Please, provide all required information COMPLETELY. The United States Department of Transportation requires that the driver applicants show all employment for past **3(three) years.** Effective July1, 1987, they **must also show commercial driver employment for the 7(seven) years preceding this 3(three) year period. FMCSR 391.21(b)(10)(11). Please make sure there are no gaps longer than 30 daysin your emloyment.**

Fifth previous company name _____
Company address _____
City, state zip code _____
Phone _____ Fax _____
Contact / supervisor name _____
Employment period From: _____ to: _____
Position Held _____
Reason for leaving _____
Were you subject to the FMCSRs while employed? ☐ ***YES*** ☐ ***NO***
Was it DOT regulated job, subject to the D&A testing requirements of 49 CFR part 40? ☐ ***YES*** ☐ ***NO***

Sixth previous company name _____
Company address _____
City, state zip code _____
Phone _____ Fax _____
Contact / supervisor name _____
Employment period From: _____ to: _____
Position Held _____
Reason for leaving _____
Were you subject to the FMCSRs while employed? ☐ ***YES*** ☐ ***NO***
Was it DOT regulated job, subject to the D&A testing requirements of 49 CFR part 40? ☐ ***YES*** ☐ ***NO***

Seventh previous company name _____
Company address _____
City, state zip code _____
Phone _____ Fax _____
Contact / supervisor name _____
Employment period From: _____ to: _____
Position Held _____
Reason for leaving _____
Were you subject to the FMCSRs while employed? ☐ ***YES*** ☐ ***NO***
Was it DOT regulated job, subject to the D&A testing requirements of 49 CFR part 40? ☐ ***YES*** ☐ ***NO***

Eighth previous company name _____
Company address _____
City, state zip code _____
Phone _____ Fax _____
Contact / supervisor name _____
Employment period From: _____ to: _____
Position Held _____
Reason for leaving _____
Were you subject to the FMCSRs while employed? ☐ ***YES*** ☐ ***NO***
Was it DOT regulated job, subject to the D&A testing requirements of 49 CFR part 40? ☐ ***YES*** ☐ ***NO***

* - IF THERE IS MORE THAN EIGHT PREVIOUS EMPLOYERS USE SEPARATE SHEET OF PAPER

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ACCIDENT RECORD FOR PAST 3 YEARS OR MORE (attach sheet if more space is needed)

Check here if no accident past 3 years ☐

	Date	Accident description	Fatalities	Injuries	HM accid	Tow
Last accident						
Second previous accident						
Third previous accident						
Fourth previous accident						
Fifth previous accident						

TRAFFIC CONVICTIONS AND FORFEITURES FOR THE PAST 3 YEARS (other than parking violations)

Check here if no convictions past 3 years ☐

	Location (city, state)	Date	Violation	Penalty
First previous conviction				
Second previous conviction				
Third previous conviction				
Fourth previous conviction				
Fifth previous conviction				

DRIVING QUALIFICATIONS - LIST ALL DRIVERS LICENSES (OTHER THAN CURRENT) AND PERMITS HELD IN PAST 3 YEARS

	State	DL number	Type	Class	Expiration date
First previous DL or permit					
Second previous DL or permi					
Third previous DL or permit					

Have you ever been denied a license, permit or privilege to operate a motor vehicle? ☐ ***YES*** ☐ ***NO***

Has any license, permit or privilege ever been suspended or revoked? ☐ ***YES*** ☐ ***NO***

If any of last two questions answered YES, please explain:

DRIVING EXPERIENCE

Equipment class	Equipment type	From	To	Approx. no. of miles

I hereby certify that information in this application was completely provided by me, and that all entries on it and information in it are true and complete to the best of my knowledge.

Applicant's name _____

Applicant's signature X _____

Date _____

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Motor vehicle driver's

CERTIFICATE OF COMPLIANCE WITH DRIVER LICENSE REQUIREMENTS

MOTOR CARRIER INSTRUCTIONS: The requirements in Part 383 apply to every driver who operates in intrastate, interstate, or foreign commerce and operates a vehicle weighing 26,001 pounds or more, can transport more than 15 people, or transports hazardous materials that require placarding.

The requirements in Part 391 apply to every driver who operates in interstate commerce and operates a vehicle weighing 10,001 pounds or more, can transport more than 15 people, or transports hazardous materials that require placarding.

DRIVER REQUIREMENTS: Parts 383 and 391 of the Federal Motor Carrier Safety Regulations contain some requirements that you as a driver must comply with. These requirements are in effect as of July 1, 1987. They are as follows:

1) POSSESS ONLY ONE LICENSE:

You, as a commercial vehicle driver, may not possess more than one motor vehicle operator's license.
If you have more than one license, keep the license from your state of residence and return the additional licenses to the states that issued them. **DESTROYING** a license does not close the record in the state that issued it; you must notify the state. If a multiple license has been lost, stolen, or destroyed, close your record by notifying the state of issuance that you no longer want to be licensed by that state.

I hereby certify that I have read and understood above requirement.

- ☐ **YES** - I agree with above requirement.
- ☐ **NO** - I do not agree with above requirement.

The following license is the only one I will posses:

Drivers license number _____ State _____ Exp. date _____

2) NOTIFICATION OF LICENSE SUSPENSION, REVOCATION OR CANCELLATION:

Sections 391 .15(b)(2) and 383.33 of the Federal Motor Carrier Safety Regulations require that you notify your employer the NEXT BUSINESS DAY of any revocation or suspension of your driver's license. In addition, Section 383.31 requires that any time you violate a state or local traffic law (other than parking), you must report it within 30 days to: 1) your employing motor carrier, and 2) the state that issued your license (If the violation occurs in a state other than the one which issued your license). The notification to both the employer and state must be in writing.

I hereby certify that I have read and understood above requirement.

- ☐ **YES** - I agree with above requirement.
- ☐ **NO** - I do not agree with above requirement.

Applicant's printed name	Applicant's signature	Date
_____	X _____	_____

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CONSENT FORM
PRE - EMPLOYMENT URINALYSIS

I understand that as required by the Federal Motor Carrier Safety Regulations Title 49 United States Code of Federal Regulations Section 391,103, and company policy, all prospective operators must submit to a controlled substances test.

A urine sample will be collected and tested for controlled substances.

I also understand that if test positive for use of controlled substances, I am not qualified to operate a commercial motor vehicle.

The results of the drug test will be maintained by the Medical Review Officer or the company who will report whether the test results were negative or positive to the motor carrier. The results will not be released to any additional parties without my written authorization.

I hereby certify that I have read and understood above requirement.

- ☐ **YES** - I agree with above requirement.
- ☐ **NO** - I do not agree with above requirement.

Applicant's printed name	Applicant's signature	Date
_____	X _____	_____

ALGO EXPRESS LLC
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CERTIFICATION OF RECEIPT AND UNDERSTANDING OF AND CONSENT TO COMPLY WITH THE COMPANY SUBSTANCE ABUSE PROGRAM

The Company Is vitally concerned with those situations where the use of illegal drugs or the illegal use of legal drugs, and the misuse of alcohol can seriously interfere with an individuals health end job performance and The Company's business operations, and is a hazard to the safety and welfare of other employees or the public at large.

The Company has established a Substance Abuse Program for the purpose of maintaining a drug and alcohol free work place, in accordance with Federal Regulations and Company Policy.

All existing covered persons and new applicants for covered positions must be drug and alcohol free in accordance with DOT Regulations and The Company Substance Abuse Program.

I hereby authorize The Company to obtain my DOT drug and alcohol test results from my past employers to the previous two (2) years, in accordance with the Federal Regulations and understand that those test results will be kept strictly confidential.

I understand The Company has designated a third party to act as its "Designated Agent" for the purpose of receiving and processing individual drug and alcohol test results administered to its employees and job applicants.

I hereby authorize The Company's "Designated Agent" to receive my drug and alcohol test results direct from The Company's drug testing laboratories and alcohol testing facilities, and to process and report such test results to The Company in a confidential manner.

I hereby certify that

- ☐ I have received a copy of The Company Substance Abuse Program.
- ☐ I have read and understand its contents.
- ☐ I understand that I must be drug and alcohol free as a condition of employment.

Applicant's printed name	Applicant's signature	Date
	X	

Company's representative printed name	Company's representative signature	Date
TRION THOMAS	TRION THOMAS	

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FAIR CREDIT REPORTING ACT DISCLOSURE STATEMENT

In accordance with the provisions of Section 604(b)(2)(A) of the Fair Credit Reporting Act, Public Law 91-508, as amended by the Consumer Credit Reporting Act of 1996 (Title II, Subtitle D, Chapter J, of Public Law 104-208), you are being informed that reports verifying your previous employment, previous drug and alcohol test results, and your driving record may be obtained on you for employment purposes.

These reports are required by Sections 382.413, 391.23, and 391.25 of the Federal Motor Carrier Safety Regulations.

I hereby certify that

☐ I have read and understand contents of Fair Credit Act Disclosure Statement.

Applicant's printed name	Applicant's signature	Date
	X	

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PREVIOUS PRE-EMPLOYMENT APPLICANT'S DRUG AND ALCOHOL TESTING STATEMENT

Sec. 40.25(j) As the employer, you must also ask the employee whether he or she has tested positive, or refused to test, on any pre-employment drug or alcohol test administered by an employer to which the employee applied for, but did not obtain, safety sensitive transportation work covered by DOT agency, drug and alcohol testing rules during the past two years. If the employee admits that he or she had a positive test or refusal to test, you must not use the employee to perform safety-sensitive functions for you, until and unless the employee documents successful completion of the return-to-duty process. (see Sec. 40.25(b)(5) and (e)).

Have you ever been tested positive or refused to be tested on any pre-employment drug test in which you were not hired during the past two years?

- ☐ **YES**
- ☐ **NO**

If you answered YES, can you provide or obtain on our request proof that you have successfully completed the DOT return-to-duty requirements?

- ☐ **YES**
- ☐ **NO**
- ☐ **N/A**

Applicant's printed name	Applicant's signature	Date
	X	

ALGO EXPRESS LLC
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STONECREST, GA 30038

REQUEST FOR CHECK OF DRIVING RECORD

To: _____

_____

_____

Dear sir/madam, has made application with ALGO EXPRESS LLC for the position of . In accordance with Section 391.23, Federal Department of Transportation Regulations, please furnish the undersigned with the applicant's driving record for the past three years. Thank You!

Applicant name _____
Address _____
City, state, zip _____
Date of birth _____
Social sec. number _____
DL number, state _____
DL exp. Date _____
DL Class _____

I hereby authorize 'STAR POINT' to release my driving record information to ALGO EXPRESS LLC for purpose of investigation as required by Sections 391.23 and 391.25 of the Federal Motor Carrier Safely Regulations. You are released from any and all liability which may result from furnishing such information.

Applicant's signature Date

X _____ _____

In accordance with the provisions of Sections 604 and 607 of the Fair Credit Reporting Act, Public Law 91-508, as amended by the Consumer Credit Reporting Act of 1996 (Title II, Subtitle D, Chapter 1, of Public Law 104-208), I hereby certify the following:

1. The consumer (applicant) has authorized in writing the procurement of this report;
2. The consumer (applicant) has been informed in a separate written disclosure that a consumer report may be obtained for employment purposes;
3. The information requested below will be used for a "permissible purpose" (i.e., information for employment purposes) and will be used for no other purpose;
4. The information being obtained will not be used in violation of any federal or state equal opportunity law or regulation; and
5. Before taking an adverse action based in whole or in part on the report the consumer (applicant) will receive a copy of the requested report and the summary of consumer rights as provided with the report by the consumer reporting agency.

I also hereby certify that this report request and the above applicant's release notice meet the definition of "permissible uses" of state motor vehicle records under the provisions of the Driver's Privacy Protection Act of 1994 (Public Law 103-322, Title XXX, Section 300002(a)).

Requested by - printed name Signature Date

TRION THOMAS TRIONTHOMAS _____

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OPERATORS STATEMENT OF ON-DUTY HOURS

INSTRUCTIONS: Motor carriers when using an operator for the first time shall obtain from the operator a signed statement giving the total time on-duty during the immediately preceding 7 days and time at which such driver was last relieved from duty prior to beginning work for such carrier. Rule 395.8(j)(2) Federal Motor Carrier Safety Regulations. NOTE: Hours for any compensated work during the preceding 7 days, including work for a non-motor carrier entity, must be recorded on this form.

Applicant name _____
Address _____
City, state, zip _____
Date of birth _____
Social sec. number _____
CDL number, state _____
CDL class _____
CDL exp. Date _____

DAY	1-yesterday	2	3	4	5	6	7
DATE							
HOURS WORKED							

I hereby certify that the information given above is correct to the best of my knowledge and belief, and that I was last relieved from work at:

Date _____ Time _____

Applicant's printed name _____ Applicant's signature X _____ Date _____

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DRIVER CERTIFICATION FOR OTHER COMPENSATED WORK

INSTRUCTIONS: When employed by a motor carrier, an operator must report to the carrier all on-duty time including lime working for other employers. The definition of on-duty time found in Section 395.2 paragraphs (8) and (9) of the Federal Motor Carrier Safely Regulations includes time performing any other work in the capacity of, or in the employ or service of, a common, contractor private motor carrier, also performing any compensated work for any non motor carrier entity.

Are you currently working for another employer? ☐ **YES** ☐ **NO**

At this time do you intend to work for another employer while employed by this company? ☐ **YES** ☐ **NO**

☐ **I hereby certify that the information given above is true and I understand that once I become employed with this company, if I begin working for any additional employer(s) for compensation that I must inform this company immediately of such employment activity.**

Applicant's printed name	Applicant's signature	Date
	X	

Company representative	Signature	Date
TRION THOMAS	TRIONTHOMAS	

ALGO EXPRESS LLC
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STONECREST, GA 30038

RECORD OF ROAD TEST

☐ This applicant has presented an operator's license which has accepted as equivalent to the road test in accordance with §391.33. FMCSR.

☐ This applicant has successfully completed a road test and has been issued a certificate of driver's road test in accordance with §391.31 (a) FMCSR.

Date of road test: _____
Applicant name _____
Address _____
DL number, state _____
DL type, class _____
DL exp. Date _____
Power unit driven _____
Towed unit driven _____

PART 1 - PRE-TRIP INSPECTION AND EMERGENCY EQUIPMENT	☐ Pass	☐ Fail
PART 2 - COUPLING AND UNCOUPLING	☐ Pass	☐ Fail
PART 3 - PLACING VEHICLE IN MOTION AND USE OF CONTROLS	☐ Pass	☐ Fail
PART 4 - BACKING AND PARKING	☐ Pass	☐ Fail
PART 5 - SLOWING AND STOPPING	☐ Pass	☐ Fail
PART 6 - OPERATING IN TRAFFIC PASSING AND TURNING	☐ Pass	☐ Fail
PART 7 - MISCELLANEOUS	☐ Pass	☐ Fail

CERTIFICATION OF ROAD TEST

INSTRUCTIONS: If the road test is successfully completed, the person who gave it shall complete a certificate of the driver's road test. The original or copy of the certificate shall be retained in the employing motor carrier's driver qualification file of the person examined, and a copy given to the person who s examined. (49 CFR 391.31(e)(f)(g)).

Date of road test: _____
Driver's name _____
Social sec. num. _____
DL number, state _____
DL type, class _____
Power unit driven _____
Towed unit driven _____

This is to certify that the above-named driver was given a road test under my supervision consisting of approximately 20 miles of driving.
It is my considered opinion that this driver possesses sufficient driving skill to operate safely the type of commercial motor vehicle listed above.

Examiner's printed name: TRION THOMAS

Signature_ TRION THOMAS

Date _____

ALGO EXPRESS LLC
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STONECREST, GA 30038

OPERATOR'S AKNOWLEDGEMENTS

I hereby acknowledge then I have received, read and understood following drivers handouts as a part of my pre-employment training with ALGO EXPRESS LLC

- ☐ Accidents procedures
- ☐ Alcohol and drug testing
- ☐ Company policy and safety manual
- ☐ Hours of service
- ☐ Vehicle inspections

☐ **I hereby certify that I am familiar with U.S. DOT drug and alcohol testing requirements of 49 CFR part 40; FMCSR's and Li company policy and safety manual, and FMCSR's pocketbook, and hareby agree to follow and obey those rules and regulations during my employment with ALGO EXPRESS LLC**

.

☐ **I hereby certify that I am informed and I understood that ALGO EXPRESS LLC designated representative to answer all drug and alcohol; FMCSR's and ALGO EXPRESS LLC company Бpolicy related questions is ALGO EXPRESS LLC . I understand that, in the case I have above mentioned questions i can call at (630) 994-6191 .**

☐ **I hereby certify that I read and understood disciplinary actions icn ALGO EXPRESS LLC Addendum A of 'Company Policy', and that those actions are subject to change without prior notice given. I understand that most updated disciplinary actions handout is available upon request to my safety department.**

Applicant's printed name	Applicant's signature	Date
	X	

Company name
Street address
City, state zip code
Phone / Fax number

ALGO EXPRESS LLC
8028 WHITE OAK LOOP
STONECREST, GA 30038
(929)240-9327

INTRODUCTION

This manual is designed to provide drivers/independent contractors, employees, and all other concerned parties with information regarding the operational policies, safety policies and general practices of this company. A wide scope of information is provided herein. However, it is not the intent of the company to list all of its programs, policies and or procedures in this manual. It is also understood that the information contained herein is subject to change at the discretion of the company. Additional policies and directives may be issued at any time.

It is the intent of ALG O EXPRESS LLC . to operate safely and in accordance with the regulations setforth by the United States Department of Transportation and all other applicable agencies. Nothing in this manual is designed to supersede these regulations. All drivers/independent contractors are expected to operate safely and courteously on the highways. Evidence that this requirement is not being honored will result in the immediate revocation of the safety clearance of the offending driver/independent contractor.

INITIAL_____

Company name
Street address
City, state zip code
Phone / Fax number

ALGO EXPRESS LLC
8028 WHITE OAK LOOP
STONECREST, GA 30038
(929)240-9327

GENERAL POLICIES

All drivers/independent contractors are expected to operate within the limits set forth in the federal regulations, and local, municipal and state laws of all jurisdictions operated in. This is inclusive of logging regulations, weight limitations, speed limits, and physical requirements. Drivers/independent contractors who violate these laws will be subject to disciplinary action by the company, up to and including termination.

It is agreed that an “escrow” fund is set up at the time of the execution of the Agreement. The operator authorizes ALG O EXPRESS LLC . to withhold the amount of

$500.00 for the first week,following with
$500.00 per week, to the maximum of
$2,500.00 for Independent Contractors. (up to $2,500.00)

For independent contractors who rent the trailer trough the company account escrow fund is also set up for

$2,500.00

All escrow funds may be held for a period of 45 days after termination of employment, to insure payment of contractor's/driver’s obligations including but not limited to cargo claims, liability claims advances, fuel card advances, or any other cost which are the sole responsibility of the contractor/driver. For all the Contractors and Owner Operators please be advised that they can receive their escrow after the Fuel Use Tax Return has been filed and adjustments have been made.

In the event of the operator resignation without the two week written notice in advance the driver will not be issued his/her escrow. Otherwise his/her escrow will be issued after 45 days from the date of his/her last day of operation. After informing the company with two week notice in written the operator will keep active status for that period. After that operator must return the equipments in a same condition as it was at the time of the equipments receipt, including but not limited to all and every tool, security locks and other company belongings if any at the time of his/her resignation.

Drugs and alcohol are strictly prohibited in any vehicle operating on behalf of the company.

Firearms are strictly prohibited in all vehicles operating on behalf of the company.

Pets/animals of any kind are not allowed in any vehicle operating on behalf of the compny without permission from the company managment

Passengers are not allowed without permission obtained from the company management before the trip is performed.

All customers, employees and members of the general public are to be treated with respect and courtesy.

Paperwork is to be sent at the end of each trip. If you do not return to the terminal, bills, logbooks, etc should be mailed to us in a timely manner.

Accidents must be reported to the company as soon after the accident as possible. Failure to report accidents may result in fine or revocation of the operator’s safety clearance.

All operators are expected to check call daily and to stay in touch with the company as requested by dispatch. This may require several phone calls per day in some instances.

CB’s are a valuable tool for operators. Please use yours with respect for the motoring public. We do not expect our drivers and representatives to use profanity or vulgarities on the radio.

INITIAL_____

Company Policy

Company name	ALGO EXPRESS LLC
Street address	8028 WHITE OAK LOOP
City, state zip code	STONECREST, GA 30038
Phone / Fax number	(929)240-9327

It is expressly forbidden for any operator or agent of the company to come onto company property under the influence of any illegal drug or alcohol.

All trucks are expected to use the shortest practical routes. Out of route miles will be charged back to the driver at the current fuel costs.

Deliveries are to be made in a timely fashion. This company will not ask any operator to violate state or federal laws in order to make an on-time delivery. However, so long as the scheduling allows for on-time deliveries,operators are expected to meet their appointment times. If, for any reason, an operator foresees that an appointment time cannot be met, dispatch must be notified as soon as possible so that they can coordinate with the customer.

Fuel should be purchased only at authorized fuel stops. If such stops have not been designated, it is the responsibility of the driver to help control fuel costs by buying fuel at the lowest prices available.

Cell phone usage: Making calls while driving trough construction zone and text messaging while driving is forbidden. Cellular telephone use while driving increases the risk of having an accident. Please use hands-free devices when talking on the phone and hold off texting until you are off the road, for your safety and the safety of others on the roadway. Pull over to the safe location such as rest area, truck stop, parking and return missed call. Stopping at the location such as highway shoulder, exit/entrance ramps are not considered sate place to stop / park.

INITIAL_____

ACCIDENTS

Although we strive to operate accident free, we know that an accident can occur at any time. If you are involved in an accident, please follow these guidelines.

Secure the scene.

This may consist of putting out triangles, activating the 4 ways flashers on all vehicles, setting out flares, (If there is no spill or volatile chemicals such as gas, diesel fuel, etc) and using other persons for traffic control. In the case of minor accidents it may be advisable to move the damaged vehicles from the roadway. However, if doing so, please photograph or otherwise verify the location of both vehicles prior to moving them.
Render first aid and/or comfort to injured parties, if necessary. If you do not feel capable of performing this function, try to find someone who can assist.

Notify the police as quickly as possible.

Notify the company as quickly as possible.

Get out your accident kit and begin obtaining all information that is asked for on the accident report.

If the other party is willing to accept the blame, ask them to fill out the driver exoneration form.

Obtain the names, addresses and phone numbers of any witnesses. If people refuse to provide the above information, record their license plate number and provide that information to the insurance company representative.

Make no statements to anyone other than the police, and then only respond to questions that they ask.

If you have a camera, take photographs of all aspects of the accident scene.

Photograph all four sides of all vehicles involved.

Photograph skid marks, gouge marks, and debris that are in the road as a result of the accident. In these photographs, try to get some landmarks in the background to help identify the location of the items.
Photograph any temporary situations such as illegally parked vehicles, obscured signs, etc that were contributory to the accident.
Photograph the other parties involved. In particular, if they seem healthy and are leaning over, or otherwise showing back and leg mobility, photograph those actions to verify the limits of their injuries.
Photograph the license plates of all vehicles stopped at the accident scene. These might very well be witnesses that could not otherwise be discovered.

Comply with the drug and alcohol testing requirements if necessary. Remember, you must drug and alcohol tests if it is a fatal accident. If it is a personal injury accident and you got a ticket, you must drug and alcohol test. If it is a property damage accident that results in one or more of the vehicles being towed, you must alcohol test if you receive a citation as a result of the accident.

All accidents will be evaluated by the company for preventability. Any driver who has 2 preventable accidents in a 3 year period will lose their safety clearance.
Driver/Independent Contractor who does not immediately report accident to the safety department is subject to immediate termination

INITIAL_____

Company name
Street address
City, state zip code
Phone / Fax number

ALGO EXPRESS LLC
8028 WHITE OAK LOOP
STONECREST, GA 30038
(929)240-9327

COMPANY POLICY ON
CONTROLLED SUBSTANCES, ILLEGAL ALCOHOL USE, AND DISHONESTY

Any driver/independent contractor, applicant who is found to be under the influence of an illegal drug or un-prescribed controlled substance shall be eliminated from consideration for employment.

Any driver/independent contractor who is found to be in possession of, or under the influence of any illegal drug or controlled substance shall, without recourse, be terminated.

Any driver/independent contractor who is found to be operating a company vehicle while under the influence of alcohol or who is found to be in possession of alcohol while on a company vehicle shall, without recourse, be terminated.

Any driver/independent contractor who commits an act of dishonesty while in the scope of employment shall, without recourse, be immediately terminated, and shall not be eligible for rehire. Acts of dishonesty shall include, but not be limited to the following:

Theft of company equipment.

Criminal conversion of company property.

Illegal use or possession of drugs or controlled substances.

Operating a vehicle under the influence of alcohol.

Making false statements or statements that are materially incorrect with the intent of misleading the company regarding any action that might jeopardize the well being of the company.

Any act of violence against an employee, customer, or any member of the general public while acting as a representative of this company.

Any act of a malicious or destructive nature that affects the well-being of the company or its employees.

Conviction of a felony while in the scope of employment.

The above rules shall apply to all employees, independent contractors, and representatives of this company.

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Phone / Fax number (929)240-9327

LOGS

All drivers/independent contractors are expected to operate within the laws set forth by the DOT. A brief explanation of those laws is set forth below.

11 Hour Rule:

This rule states that once you have been driving for 11 hours, you must stop and take a 10-hour break before driving any more. It does not stop you from working on line 4 of the log, but you may not drive until the break is completed.

14 Hour Rule:

This rule states that once you have been working for 14 hours, (in any combination of lines 1 off duty, 2 sleeper, 3 driving, and line 4 on duty, not driving, and line 2-sleeper for less than 8 consecutive hours) you must take a 10-hour break before driving. Again, it does not stop you from continuing to work, but it does prevent you from driving until the appropriate break is taken.

70 Hour Rule:

This rule states that once you have been working for 70 hours in any 8 day period, you may not drive. In order to comply with this regulation, you need to keep track of your hours. Each day, before you begin driving, you need to add up your total hours on lines 3 and 4 for the past 7 days and subtract the answer from 70. Whatever is left is what you can drive that day.

8 Hour Break:

Break must be taken within first 8 hours of driving for 30 consecutive minutes and logged as on duty, off duty or sleeper berth. If sleeping in a sleeper berth equipped truck, the time should be logged on line 2, Sleeper berth.

Speed:

Speed: DOT requires that all trucks abide by the speed limits of the states that they are operating in. They also state that in their opinion, if a truck obeys the law, it cannot average more than 5mph less than the speed limit. In the case of 2 lane highways with a 55mph speed limit, DOT believes that the maximum that a truck can average is 45mph. Be sure that your average speeds for the trip do not exceed these maximums.

On Duty Time:

All fuel stops, DOT inspections, random drug tests, time spent loading/unloading, breakdowns, vehicle inspections, and accidents must be logged on duty not driving. Loading and unloading time should reflect only the time that is spent actually working. Time spent waiting, etc, may be logged off duty or in the sleeper berth

Timely submission:

Logs should be turned in as soon after completion as possible. Ideally, all logs should be turned in every time that the truck returns to the terminal. At the very most, DOT requires that the logs be turned in not more than 13 days from the date of completion. All the logs have to be sort out by date and fuel receipts attached to it. DVIR has to be filled out for every day. Any driver who fails to turn his/her logbooks on time will be fined:

$150.00

Falsification:

Logs must match all timed and dated documents including fuel stops and fuel receipts, road side inspections, toll tickets, and freight bills. Mileage must be no more than 5% different the miles listed by PC Miler. Point to point miles should match as well as total miles for the trip.

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SAFETY

All drivers/independent contractors are expected to operate in a safe and defensive manner at all times. Any driver who has 2 preventable accidents in a three-year period will result in the driver's safety clearance being revoked.

Speed:

It is expected that all drivers operate within the posted speed limits for the states that they are operating in. Excessive tickets will result in the driver/independent contractor being put on probation or terminated.

Following distances:

All drivers/independent contractors are expected to use the National Safety Council's following rule. This requires a minimum of 7 seconds of following distance at highway speeds and 6 seconds at speeds under 40mph. These following distances should be increased if the roads are wet or slick.

Courtesy:

All drivers are expected to operate in a safe and courteous manner at all times. This is the key to defensive driving, and it doesn't cost you anything to be courteous to other traffic.

Time management:

One of the biggest problems that drivers have is time management. Too often, drivers wait until the last minute to leave home or the terminal. Or, a driver who does leave in a timely manner will spend too much time at the truck stop drinking coffee or playing video games instead of heading down the road. In either case, the driver is now on a tight schedule. Any minor delay along the route will cause a late delivery or will cause the driver to feel "pushed for time". This usually results in speeding, discourtesy, and excessive fatigue on the part of the driver. Schedule yourself properly and watch your time. Don't create emergencies through poor time management.

Backing:

Backing represents less than 10% of our driving, but represents more than 25% of our accidents. Before backing, get out and look. Be sure that the area is clear of obstacles before you back. Begin your back from as close to the dock as you can so that things don't have a chance to change before you get there. If backing across a highway or busy street, be sure to get someone to stop traffic for you before you begin backing. If the shipper/receiver won't help you, call the safety department for assistance.

DO NOT BACK ACROSS A HIGHWAY OR STREET AFTER DARK WITHOUT SOMEONE TO STOP TRAFFIC FOR YOU.

Inspections:

Don't wait until the truck breaks down to find the problem. DOT and the company both require that you do a thorough pre-trip and post-trip inspection on your vehicle. As you do your walk around, be sure to take a rag with you and wipe off your reflective striping, reflectors, lights, and mirrors.

All operators who get "Out Of Service (OOS)" order will be charged with :

$500.00 amount for the first time being OOS
$750.00 amount for the second time being OOS
$1,000.00 amount for the third time being OOS followed by termination.
Min $500.00 amount will be charged for any moving violation including seatbelt violation

Any non Out of Service violation as a result of roadside inspections will be fined with $60.00 per point (list provided). _____

At any time ALG O EXPRESS LLC . reserves the right to make changes to above policies at their discretion.

Any further major violations and negligence by the drivers will result in more serious disciplinary actions like suspension and termination (Please see Addendum A).

Emergency breakdowns:

If for some reason, you are required to stop on the side of the road for emergency reasons, put out your triangles. Be sure that they are far enough behind your truck to warn oncoming motorists and to meet the requirements FMCSR's part 392.

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Maintenance:

All the drivers are required to turn in monthly vehicle maintenance record such as (oil change, repairs, any adjustments etc.) no later than 15th day of current month for the previous month.

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GENERAL INFORMATION

Roadside Inspections:

All roadside inspections must reported to safety department in the first 24 hours after the inspection is done and to be turned into the company as soon as possible and no later than 14 days after the date of such inspection.

Failing to comply will result in fine of $200.00 .

If you or your truck is placed out of service, call your safety department immediately.Remember, it is your responsibility to inspect your equipment and notify the company of any defects.If you receive a citation for faulty equipment, you are responsible for paying the ticket.

Safety award for every driver who passes roadside inspection level 1 with no violations discovered will $500.00
be Level 2 will be awarded $300.00 Level 3 will be awarded $150.00

Funds collected by implementing those disciplinary actions will be kept as separate fund, used for rewards and bonuses for those drivers with good safety performance. Money will be credited to qualified drivers as safety reward(s).To qualify for safety reward driver(s) need to:

A. Have “no violation discovered” on any roadside inspection report.
B. Be in compliance with FMCSR’s and Company Policy for the past 3 month period.
C. Be nominated by dispatcher/supervisor.
D. Timely pickup/delivery for scheduled loads. (Per dispatcher’s convenience.)
E. Timely complete and submit all paperwork to proper department(s).
F. Have no accident, traffic violation and/or claim on record for past 3 months.

If any of above criteria is met driver may be qualified for safety reward. However being qualified does not necessarily mean that driver will receive safety bonus. Driver may be disqualified per dispatcher’s or any supervisor convenience, or for any bad conduct. Safety fines and rewards will be settled on the monthly basis.

Overweight:

It is the policy of the company to operate in a legal manner. You must weigh your load at the first convenient location and immediately report any overweight load. You will then be directed to return the load to the shipper for adjustment. If you fail to weigh your load and receive an overweight ticket, you are responsible for the payment of that ticket.

Fueling:

All fueling should be done at designated stops. If no stops are designated, we expect the driver to try to find the least expensive fuel in an area and use that stop.

Paperwork:

All paperwork must be turned in as soon after delivery as possible. Paperwork should include the properly signed bill of loading, by driver and receiver at the designated space, fuel and maintenance receipts, logs, and any other expenses receipts that you need to be reimbursed for.

You will not be paid for a load unless all the paperwork is turned in clean and in orderly manner.

Freight Claims:

If you are responsible for load and count, you will also be responsible for all shortages or damages. Check your load as it is going onto the truck and as it is coming off. If it is a sealed load, verify the unload count. Immediately call dispatch if there are any damages or shortages. Do not sign for damages or shortages until you have talked to dispatch. Driver/ independent contractor is required to carry seal on board at all time. For failure to pick up or deliver scheduled load(s) in timely manner, and follow specific instructions, driver/independent contractor will be deducted from the paycheck, the amount set by the broker with whom the company was contracted for the particular load. Driver/independent contractor is not allowed to drop the loaded trailer while under dispatch (loaded). If the trailer has to be dropped for any exceptional reason, driver/independent contractor has to call dispatch office to ask for approval. If such action is approved by the dispatch office, trailer has to be dropped in secured place and has to have a trailer lock. Our company insurance covers for any cargo damage/loss on the trailer only if the trailer is hooked up to the truck. For trailer left unhooked driver/independent contractor is responsible for any possible loss or damage to cargo and trailer in addition driver/independent contractor covers all attorney and legal cost. Have your seal and use it whenever is possible.

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Breakdowns:

In the event of a breakdown, call the shop immediately. Do not attempt to repair the truck unless it is a minor problem that you feel comfortable repairing. Remember to put out your triangles as necessary.

Pre-Employment investigation:

APPLICANTS AND INDEPENDENT CONTRACTORS shall be solely responsible for all expenses incurred in the procurement of background checks, physical examinations, and drug and alcohol tests in accordance with US DOT Federal Motor Carrier Safety Regulations 391.41.

INSURANCE

Any road problems resulting from the negligence of the driver and leading to the harm of a fellow driver, the general public, loss to the company, its employees or customers, will be responsibility of the driver.

The $2,500.00 deductable will be deducted from the driver's paycheck , and $2,500.00 per any claim resulted due to diver's negligence, irresponsibility, unprofessionalism and/or carelessness. Reefer cargo damage deductable is $2500

If a load is refrigerated, the driver MUST check the condition and the temperature of the refrigerated trailer, every 2 hours, check the fuel level in the refrigerated trailer, and provide ALG O EXPRESS LLC. with separate fuel reports. All drivers are required to provide complete protection and safety of the load by properly using load locks. Special attention is to be used when transporting produce freight (fruit, vegetables, etc.)

ALG O EXPRESS LLC . will not be held liable for damages loads due to driver's negligence or improper inspection. Any deducted charges for damaged goods charged ALG O EXPRESS LLC . would be deducted from the driver.

RECEIPT FOR COMPANY POLICY

I hereby certify that I have received the company safety manual (9 written pages) and that I have read and understand all the information contained therein. I further agree to abide by the provisions that are set forth in the Company Policy.

Printed name:

Signature:
X

Date:
X

INITIAL_____

AUTHORIZATION FOR RELEASE OF INFORMATION FOR EMPLOYMENT SCREENING

Driver Record Screening Disclosure

w of my driver recorl hereby authorize ALGO EXPRESS LLC . and its designated agents and representatives to conduct a comprehensive review of my d
background through a consumer report and/or an investigative consumer report to be generated for employment, promotion, reassignment or retention as an employee. I understand that the scope of the consumer report/investigative consumer report may include information about my names, motor vehicle records, license verification. Upon Request, ALGO EXPRESS LLC. will supply a copy of the completed consumer report

along with a copy of an individual's rights under the Fair Credit Reporting Act.

Authorization and Release

I _____ , authorize the complete release of these records or data pertaining to me which an individual, company, firm, corporation, or public agency may have. I authorize the full release of the information described above, without any reservation, throughout any duration of my employment at _____ (company name). I certify that all information provided below is correct to the best of my knowledge. This authorization and consent shall be valid in original, fax, or copy form. The following information is required by law enforcement agencies and other entities for identification purposes when checking records. It is confidential and will not be used for any other purpose.

_____	_____	_____	_____
Applicant's First Name	Middle Name	Last Name (print legibly)	Maiden/AKA/Previous Name(s)

Date of Birth (This will not affect hiring decision)

_____	_____	_____	_____	_____
Driver License Number	State	(Month)	(Day)	(Year)

☐ ***California, Minnesota, Massachusetts, Maine and Oklahoma Applicants: please check this box to have a copy of your report emailed directly to you:
email: _____ ***

Notice to California Applicants: Under section 1786.22 of California Civil Code, you have the right to request from Embark Safety LLC, upon proper identification, the nature and substance of all information in files pertaining to you, including the sources of information, and recipients of any reports on you, which Embark Safety LLC has previously furnished within the two-year period preceding your request. You may view the file maintained on you by Embark Safety LLC during normal business hours. You may also obtain a copy of this file upon submitting proper identification. Upon making a written request, you may receive a summary of your report.

Notice to Maine Applicants: Under Chapter 210 Section 1314 of Maine revised Statutes, you have the right, upon request, to be informed within 5 business days of such a request to whether or not an investigative consumer report was requested. If such report was obtained, you may contact the Consumer Reporting Agency and request a copy.

Notice to Massachusetts Applicants: Under Mass. Ann. Laws chapter. 93 §§ 50, a Consumer Reporting Agency may furnish a report if intended to be utilized for employment purposes.

_____	_____
Signature	Date

(Electronic signatures are NOT acceptable -This document must be physically signed by applicant)

THE BELOW DISCLOSURE AND AUTHORIZATION LANGUAGE IS FOR MANDATORY USE BY ALL ACCOUNT HOLDERS

IMPORTANT DISCLOSURE

REGARDING BACKGROUND REPORTS FROM THE *PSP Online Service*

In connection with your application for employment with _____("Prospective Employer"), Prospective Employer, its employees, agents or contractors may obtain one or more reports regarding your driving, and safety inspection history from the Federal Motor Carrier Safety Administration (FMCSA).

When the application for employment is submitted in person, if the Prospective Employer uses any information it obtains from FMCSA in a decision to not hire you or to make any other adverse employment decision regarding you, the Prospective Employer will provide you with a copy of the report upon which its decision was based and a written summary of your rights under the Fair Credit Reporting Act before taking any final adverse action. If any final adverse action is taken against you based upon your driving history or safety report, the Prospective Employer will notify you that the action has been taken and that the action was based in part or in whole on this report.

When the application for employment is submitted by mail, telephone, computer, or other similar means, if the Prospective Employer uses any information it obtains from FMCSA in a decision to not hire you or to make any other adverse employment decision regarding you, the Prospective Employer must provide you within three business days of taking adverse action oral, written or electronic notification: that adverse action has been taken based in whole or in part on information obtained from FMCSA; the name, address, and the toll free telephone number of FMCSA; that the FMCSA did not make the decision to take the adverse action and is unable to provide you the specific reasons why the adverse action was taken; and that you may, upon providing proper identification, request a free copy of the report and may dispute with the FMCSA the accuracy or completeness of any information or report. If you request a copy of a driver record from the Prospective Employer who procured the report, then, within 3 business days of receiving your request, together with proper identification, the Prospective Employer must send or provide to you a copy of your report and a summary of your rights under the Fair Credit Reporting Act.

Neither the Prospective Employer nor the FMCSA contractor supplying the crash and safety information has the capability to correct any safety data that appears to be incorrect. You may challenge the accuracy of the data by submitting a request to https://dataqs.fmcsa.dot.gov. If you challenge crash or inspection information reported by a State, FMCSA cannot change or correct this data. Your request will be forwarded by the DataQs system to the appropriate State for adjudication.

Any crash or inspection in which you were involved will display on your PSP report. Since the PSP report does not report, or assign, or imply fault, it will include all Commercial Motor Vehicle (CMV) crashes where you were a driver or co-driver and where those crashes were reported to FMCSA, regardless of fault. Similarly, all inspections, with or without violations, appear on the PSP report. State citations associated with Federal Motor Carrier Safety Regulations (FMCSR) violations that have been adjudicated by a court of law will also appear, and remain, on a PSP report.

The Prospective Employer cannot obtain background reports from FMCSA without your authorization.

AUTHORIZATION

If you agree that the Prospective Employer may obtain such background reports, please read the following and sign below:

I authorize _____ ("Prospective Employer") to access the FMCSA Pre-Employment Screening Program (PSP) system to seek information regarding my commercial driving safety record and information regarding my safety inspection history. I understand that I am authorizing the release of safety performance information including crash data from the previous five (5) years and inspection history from the previous three (3) years. I understand and acknowledge that this release of information may assist the Prospective Employer to make a determination regarding my suitability as an employee.

I further understand that neither the Prospective Employer nor the FMCSA contractor supplying the crash and safety information has the capability to correct any safety data that appears to be incorrect. I understand I may challenge the accuracy of the data by submitting a request to https://dataqs.fmcsa.dot.gov. If I challenge crash or inspection information reported by a State, FMCSA cannot change or correct this data. I understand my request will be forwarded by the DataQs system to the appropriate State for adjudication.

I understand that any crash or inspection in which I was involved will display on my PSP report. Since the PSP report does not report, or assign, or imply fault, I acknowledge it will include all CMV crashes where I was a driver or co-driver and where those crashes were reported to FMCSA, regardless of fault. Similarly, I understand all inspections, with or without violations, will appear on my PSP report, and State citations associated with FMCSR violations that have been adjudicated by a court of law will also appear, and remain, on my PSP report.

I have read the above Disclosure Regarding Background Reports provided to me by Prospective Employer and I understand that if I sign this Disclosure and Authorization, Prospective Employer may obtain a report of my crash and inspection history. I hereby authorize Prospective Employer and its employees, authorized agents, and/or affiliates to obtain the information authorized above.

Date: _____ _____

Signature

_____

Name (Please Print)

NOTICE: This form is made available to monthly account holders by NIC on behalf of the U.S. Department of Transportation, Federal Motor Carrier Safety Administration (FMCSA). Account holders are required by federal law to obtain an Applicant's written or electronic consent prior to accessing the Applicant's PSP report. Further, account holders are required by FMCSA to use the language contained in this Disclosure and Authorization form to obtain an Applicant's consent. The language must be used in whole, exactly as provided. Further, the language on this form must exist as one stand-alone document. The language may NOT be included with other consent forms or any other language.

NOTICE: The prospective employment concept referenced in this form contemplates the definition of "employee" contained at 49 C.F.R. 383.5.

LAST UPDATED 2/11/2016

ALGO EXPRESS LLC
8028 WHITE OAK LOOP
STONECREST, GA 30038

INDEPENDENT CONTRACTOR AGREEMENT

Mileage Based

This independent Contractor Agreement (the "Agreement"is between ALGO EXPRESS LLC
8028 WHITE OAK LOOP
STONECREST, GA 30038 (the "Carrier"), a licensed motor carrier and registered corporation in the State of Illinois, and _____, (the "Contractor"). In consideration for the mutual promises set forth below, the parties agree as follows:

- Business. The Contractor is not the owner of equipment and is engaged in the independent business and occupation of loading and transporting freight in interstate and intrastate commerce.

MILEAGE BASED. In the event CONTRACTOR is to be paid by the actual hauling miles, such compensation shall be based upon the number of hauling miles traveled by CONTRACTOR from origin to delivery. Such mileage for which payment is due shall be calculated, as set forth in Section 12 of the Agreement, using the mileage tracking software program in use by the CARRIER at the time the shipment is tendered and Bill of Lading ("BOL") issued. CARRIER and CONTRACTOR agree that such software may be replaced, modified or supplemented from time to time as determined by CARRIER. CONTRACTOR will not be paid for any miles incurred while CONTRACTOR is not in service of the CARRIER. Schedule for Payment. The Contractor shall submit logbook records, signed delivery receipts and the bill of lading, and also fuel invoices if applicable as explained in subsection (a)(i) below, for each load delivered pursuant to this Agreement. CONTRACTOR PAY RATE: _____ **.**

-The Parties understand and agree that there may be special circumstances under which CONTRACTOR's pay may be modified according to shipper needs, rate changes and other operational and service factors. As a result, the Parties agree that CONTRACTOR – with CARRIER's and CONTRACTOR's agreement and consent – may be paid compensation according to the above terms or acceptable variation thereof or different pay arrangement depending on the unique circumstances, including but not limited to mileage based, hourly based, or daily based pay. The Parties agree that adjustment in pay structure and rate must be agreed upon prior to commencement of services to be provided under this Agreement.

-The Contractor agrees to provide driver services to the Carrier to transport freight according to the Carrier's dispatch schedules, the delivery procedures set forth herein, and in accordance with all applicable DOT regulations.

- Independent Contractor Status. The Contractor acknowledges and agrees that the Contractor is an independent contractor and not an agent or employee of the Company. The Contractor agrees and acknowledges that the Carrier shall retain no control or supervision over the Contractor. The Contractor has sole discretion to determine when, during what hours, and at what location the Contractor will perform services as well as the methods and techniques that will best accomplish the services. However, the Contractor warrants that such methods and techniques will be in accordance with ethical and reputable business practices and that the Contractor has the requisite expertise, ability, and skill to render the service required by this Agreement. The Contractor agrees not to engage in any activity that conflicts with the Carrier's business interests or interferes with the independent exercise of the Contractor's judgment in the best interests of the Carrier.

ESCROW FUNDS. The Parties agree that the Carrier will set up an escrow fund at the time of the execution of this Agreement. This escrow fund shall be held in the event that this agreement is terminated by either party, to cover sums due and owing on behalf of the Contractor for agency fees for certification of equipment or drivers, Tax Returns, cargo claims, liability claims, equipment rental costs, fuel card

CONTRACTOR'S INITIALS _____

advances, and any other cost the Contractor is responsible for pursuant to this Agreement. The escrow fund shall be held for a period no longer than forty-five (45) days from the date this Agreement is terminated upon the request of the Contractor, the Company shall provide an accounting of all transactions involving the escrow account within thirty (30) days from the date of the request.

The Contractor agrees that the following amounts will be withheld from his gross receipts and placed in the escrow as fallows:

1. $500.00 from the first payment due to the Contractor; and $250.00 from the first payment due to the (Independent Contractor)

2. $500.00 from each subsequent payment due, until atotal of $2,500.00 is held in escrow fund

Use of Escrow Funds: The Contractor acknowledges and agrees that the Carrier may withhold its escrow funds after the 45-day. If an unpaid difference in the taxes or fees owed remains after use of the Contractor's escrow funds, the Contractor shall be fully responsible for these additional charges.

Advances. The Contractor may secure an advance from the Carrier for equipment and supplies, including but not limited to, fuel, lubricants, pallets, safety equipment, tires, tractor or trailer parts, fines and penalties, licenses, permits, transfer charges, tolls, or any insurance deductions. Such advances shall be documented in writing using the form set forth in

'The Contractor may authorize the Company at the time of the Advance to deduct such charges from future payments on statements. In the event any outstanding charges for such advanced remain upon termination of this Agreement, the Contractor agrees that the Company may utilize the escrow funds set forth in Section V(a)(ii) of this Agreement for any outstanding charges.

Fines/Penalties. Any fines or penalties imposed upon the Company as a result of violations by the Contractor, including but not limited to, penalties on overweight trailers due to driver negligence, late fees incurred as a result of the Contractor's negligence, or violations of logbook and inspection requirements shall be the sole responsibility of the Contractor and deducted from its statements.

- Fines. Any fines for violations set forth in Deduction shall be the sole responsibility of the Contractor and deducted from its statements.

- Losses. Any losses or expenses incurred by the Carrier as a result of the Contractor's inability to collect freight charges earned due to a failure to properly complete and submit paperwork and documents in a timely manner.

- Hometime.The Contractor understands that taking the tractor and trailer anywhere other than agreed upon trip origin route and destination or its personal use or place of residence requires verbal notification/disclosure and written Carrier's approval. The truck and/or trailer assigned to Contractor must be returned in a timely manner and in clean operation conditions at the request of Carrier for any reason to the location provided by the Carrier. If Contractor does not return assigned the truck and trailer upon Carrier request, it will be considered abandonment and Contractor will be liable for any and all recovery expenses and loss of profit that Carrier incurs getting the truck returned to them. Contractor understands that it is Contractor `s responsibility to return the assigned truck and trailer to Carrier and that criminal charges will be brought against Contractor for commercial vehicle theft, if Contractor fails to do so.

- The Contractor shall be responsible for any deductible amount for claims pursuant to the Company's Public Liability and/or Cargo Insurance, when it is found to be the fault of the Contractor or its agents and/or employees. The deductible amounts are as follows:

i. Auto Liability, $2,500.00;

ii. Physical Damage, $5,000.00;

iii. Cargo Damage, $2,500.00; and

iv. Reefer Cargo, $2,500.00.

v. Delivery Procedures. The Contractor acknowledges that the Carrier maintains delivery procedures in order to coordinate delivery of freight as contemplated by this Agreement and in compliance with ICC and DOT regulations. As such the Contractor agrees to utilize the following procedures for its drivers:

- All drivers must complete a pre-trip inspection of the tractor and trailer, according to DOT regulations. Any problems or violations noted in this inspection must be reported to the Carrier. Any citations or fines resulting from a pre-trip inspection remain the sole responsibility of the Contractor.

- All drivers must immediately contact the Carrier in the event of equipment failures on their vehicle(s) during the course of a delivery pursuant to this Agreement.

- If a load requires refrigeration, the driver must check the condition of the trailer every two (2) hours, including temperatures required by the shipper and fuel level in the trailer. The Carrier will not be held responsible for damaged cargo due to the negligence or improper inspections by the Contractor. Any charges against cargo liability will be a charge back against compensation contemplated under this Agreement. All drivers are required to provide complete protection and safety of all cargo, whether refrigerated or dry.

- All drivers are required to keep a logbook up to-date for each portion of a trip. Any logbook violations will be paid by the Contractor, and not the Carrier. Logbook violations may result in OOS status and fines.

- All drivers must inspect the loading of a trailer, where allowed, and check weight at the nearest scale. If the load appears to be overweight, the driver must inform the Carrier immediately by telephone, and return to the original loading area for proper weights. The Carrier will not pay any Citations due to overweight violations.

- During loading, the Contractor's driver must pay attention to the condition of the load and number of pallets placed on the trailer. If the driver observes any damages including, but not limited to, bad condition of the product, broken boxes, or spilling, the driver should stop the loading process and immediately inform the Carrier. If the Carrier approves the damaged load, the driver must note the damage(s) on the Bill of Lading, and request the signature of the shipper's representative, as proof and acknowledgment of previous damage(s) to the load.

- At all times, drivers must respect all rules and regulations of the Carrier's customers, other drivers, and officers of regulatory agencies.

- Unauthorized passengers are prohibited from traveling with the Contractor during the performance of this Agreement in order to protect the safety of any potential individual passenger and the safety of the drivers, and to maintain the liability coverage expectations pursuant to this Agreement. Liability for the safety of any unauthorized passenger will rest solely with the Contractor and the Contractor does hereby protect and indemnify the Carrier against any and all claims or disputes arising from the presence of an unauthorized passenger during the performance of this Agreement.

TERMINATION. This Agreement may be terminated immediately if a Contractor's (driver) commits one or more of the following acts:

i. Making false statements as to the performance of this Agreement;

ii. Immoral conduct while performing pursuant to this Agreement;

iii. Physical altercation with others;

iv. Possession of narcotics, or being under the influence of alcohol while on duty;

v. Failure to immediately report an accident which results in fatality, injury, or property damage;

vi. Drives with an unauthorized passenger;

CONTRACTOR'S INITIALS _____

vii. Theft; or

viii. Participation in any activities that interfere with the Carrier's business operations and performance under this Agreement.

The Contractor is not prohibited from utilizing procedures above and beyond the procedures set forth above that may further regulatory compliance and safe and whole delivery of freight by Contractors. The Contractor acknowledges and stipulates that these provisions do not constitute control and are merely advisory in nature and in keeping with the Carrier's duties pursuant to 49 C.F.R. §390.11.

Income Taxes. Neither federal, state, nor local payroll taxes of any kind, nor state disability insurance, will be paid or withheld on behalf of the Contractor or its employees. The Contractor will not be treated as an employee with respect to the services performed under this Agreement for federal or state tax purposes. The Contractor understands that if it is not a corporation, it may be liable for self-employment (social security) tax to be paid as required by law. The Carrier will provide a Statement of Earnings to the Contractor showing annual payments to the Contractor and will report the same to the Internal Revenue Service on IRS Form 1099.

Benefits. Because the Contractor is engaged in its own independently established business, the Contractor is not eligible for, and shall not participate in, any employee fringe benefit plan provided by the Company to its employees, including but not limited to sick pay, vacation pay, group medical and dental coverage, pension, and profit sharing.

Workers' Compensation. NO WORKERS' COMPENSATION INSURANCE WILL BE PROVIDED BY THE CARRIER FOR THE CONTRACTOR OR ANY OF ITS EMPLOYEES. THE CONTRACTOR AGREES TO OBTAIN WORKERS' COMPENSATION INSURANCE FOR ALL OF ITS EMPLOYEES AND TO PROVIDE THE COMPANY WITH A CERTIFICATE OF WORKERS' COMPENSATION INSURANCE COVERAGE, AS PERMITTED BY APPLICABLE LAW.

Accident Reports and Litigation. The Contractor agrees that it will report to the Carrier by telephone immediately after the occurrence of any accidents, injuries, property damage, and cargo losses of any nature. A Policy Report must be submitted to the Carrier, along with a full, written Accident Report Form covering each occurrence as required by ICC and DOT regulations.

The Contractor further agrees to cooperate with the Carrier, its agents and attorneys during the full term of this Agreement, and to assist the Carrier in the defense of claims or lawsuit arising out of any operations or conduct in which it engaged under the provisions of this Agreement. The Contractor further agrees that in all conflicts arising out of freight loss or damage, the Contractor will accept any and all decisions and settlements made by the Carrier. The Carrier in turn agrees to exercise due diligence in making such decisions and settlements.

Human Rights Notices & Carrier Policy. The Contractor acknowledges that the laws of the United States and the State of Illinois, as well as the policies and practices of the Carrier prohibit discrimination and harassment of any kind.

Further, the Contractor acknowledges that the Carrier maintains certain routine practices as to driver conduct to ensure compliance with ICC and DOT regulations. Furthermore, Contractor gives permission for video and audio recordings. The purpose of these recordings are accident/safe driving behavior investigation.Viewers of the video/audio file(s) may include my supervisors.

Confidentiality. The Contractor agrees not to use or disclose, directly or indirectly, for any reason or in

any way, other than at the express direction of the Carrier, any confidential information or trade secrets of the Carrier, including but not limited to customer lists, financial information of the Carrier, its customers, or employees, and other related valuable information of the Carrier. This obligation not to use or disclose the

ALGO EXPRESS LLC
8028 WHITE OAK LOOP
STONECREST, GA 30038

Confidential Information does not apply to any information that is public knowledge in the industry, provided that the Contractor did not cause it to become public knowledge.

Statements. The Contractor agrees to refrain from making any public or private statement about the Carrier or its officers or employees that would be injurious to the Carrier's business or reputation that would, directly or indirectly, interfere with the business of the Carrier.

Termination. Either party may terminate this Agreement upon 15 days written notice to the other. Upon termination of the Contractor's relationship with the Carrier, the CONTRACTOR shall be responsible for the return of the each CARRIER furnished Equipment (Tractor/Trailer) undamaged, in the condition it was furnished and equipped with all identification and/or equipment provided by CARRIER to CONTRACTOR (including but not limited to placards, decals, GPS equipment, phones, phone chargers, e-logging devices software and hardware materials and equipment, and camera/video technology) and shall submit all trip and operational records (including, but not limited to, log books – electronic or paper bills of lading, inspection reports, etc.) and all other documents related to CONTRACTOR'S Equipment and services, to the location provided by CARRIER within business hours.
CONTRACTOR shall execute a receipt acknowledging CARRIER's return of the Equipment. If above conditions are not met and equipment is abandoned, CARRIER reserves the right to deduct from CONTRACTOR'S COMPENSATION, at the time of settlement or payment with CONTRACTOR, the expenses CARRIER incurred for recovering abandoned equipment.

_____

CARRIER: ALGO EXPRESS LLC

By: TRION THOMAS

Name: TRION THOMAS

Date: _____

CONTRACTOR:

By: _____

Name: _____

Date: _____

CONTRACTOR'S INITIALS _____