



New Driver Orientation Packet (Contractor)

Checked By: _____

Date: _____

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PROPERTY OF GMT LOGISTIC INC.

Received	Returned	ITEMS
		GMT Logistic Inc. Truck Signs
		GMT Logistic Inc. EFS Fuel Card
		GMT Logistic Inc. EFS Checks
		GMT Logistic Inc. IFTA Stickers
		GMT Logistic Inc. NY Permit Sticker
		GMT Logistic Inc. MD Liquor Permit Card
		GMT Logistic Inc. Wireless Printer
		GMT Logistic Inc. Samsung Tablet
		Tablet + Case
		Tablet Charger
		Inverter (150 watt)
		ELD + Cable Set
		Driver's Instruction Manual
		DOT Reference Card

GMT LOGISTIC INC. PROPERTY RECEIVED

×

Driver's Signature

Inessa Gnatishina

Office Employee Signature

Driver's Name

Inessa Gnatishina

Office Employee Name

GMT LOGISTIC INC. PROPERTY RETURNED

On this ___ day of _____, 20___, I, _____ have returned all property of GMT Logistic Inc. that was given to me upon my hiring.

Driver's Signature

Office Employee Signature



**OFFER OF HEALTH INSURANCE FOR RESIDENTS OF MICHIGAN STATE
ONLY**

OPTION # 1

HEALTH CHOICE OF MICHIGAN

Accepted _____

Refused _____

OPTIONS # 2

UNITED HEALTH CARE

Accepted _____

Refused _____

Employee's Name PRINTED _____

Employee's Signature X _____

Date X _____

Drug and Alcohol Clearinghouse

General Consent for Limited Queries of the Federal Motor Carrier Safety Administration (FMCSA) Drug and Alcohol Clearinghouse I, (Driver Name _____), hereby provide consent to (GMT LOGISTIC) to conduct a limited query of the FMCSA Commercial Driver's License Drug and Alcohol Clearinghouse (Clearinghouse) to determine whether drug or alcohol violation information about me exists in the Clearinghouse.

I understand that if the limited query conducted by (GMT LOGISTIC) indicates that drug or alcohol violation information about me exists in the Clearinghouse, FMCSA will not disclose that information to (GMT LOGISTIC) without first obtaining additional specific consent from me.

I further understand that if I refuse to provide consent for (GMT LOGISTIC) to conduct a limited query of the Clearinghouse, (GMT LOGISTIC) must prohibit me from performing safety-sensitive functions, including driving a commercial motor vehicle, as required by FMCSA's drug and alcohol program regulations.

Employee Signature Date

QUIZ DRIVER EXAM

1. Which type of inspection(s) all drivers should perform?
 - A. Pre – Trip Inspection
 - B. Post – Trip Inspection
 - C. On – The Road Inspection
 - D. All the above

2. An important part of any Pre/Post – Trip Inspection is ensuring the cab is clean and all items are secure.
 - A. True
 - B. False

3. Pre/Post – Trip Inspections must be conducted to:
 - A. Prevent accidents caused by vehicle deficiencies
 - B. Ensure the vehicle is in safe operating condition
 - C. Prevent losses to persons and property
 - D. Meet regulatory requirements of the U.S DOT and Canada
 - E. All the above

4. If a deficiency is found during a pre/post – trip Inspection you should:
 - A. Continue driving the vehicle if capable
 - B. Call the DOT
 - C. Note the deficiency on DVIR and notify the shop immediately
 - D. Try to fix it yourself

5. When entering or exiting a vehicle you should always do it as quickly as possible and never use the three points of contact system.
 - A. True
 - B. False

6. When testing the air brake system, the low pressure warning device should sound when the air pressure is below:
 - A. 100 PSI

- B. 1000 PSI
 - C. 65 PSI
 - D. 60 PSI
7. The minimum acceptable tire tread depth for steer tires is 4/32, for the drive tires is 3/32, and for the trailer tandem tires is 2/32.
- A. True
 - B. False
8. When doing an inspection of the suspension system, what item should you inspect?
- A. Hangers
 - B. U Bolts
 - C. Leaf Springs
 - D. Shock Absorbers
 - E. All the above
9. When testing the air break system, the parking break should pop out when the air pressure drops below:
- A. 20 PSI
 - B. 40 PSI
 - C. 92 PSI
 - D. 5 PSI
10. What equipment has to be verified it is in cab in case there is an emergency?
- A. Flashlight
 - B. Fire extinguisher
 - C. Aspirin
 - D. Three reflective triangles
 - E. Both B and D
11. What step follow after Pre-Trip Inspection?
- A. Driving
 - B. 30 min Break
 - C. Inspection Report(DVIR)

D. Walk Around

12. How much longer can you drive for unexpected adverse driving conditions that slow you down?
- A. 1 hour
 - B. 2 hours
 - C. 3 hours
 - D. 4 hours
13. During the 14 consecutive hour duty period you are allowed to drive your truck for up to how many hours?
- A. 8 hours
 - B. 10 hours
 - C. 11 hours
 - D. 14 hours
14. How much longer can you extend your work day for unexpected adverse driving conditions that slow you down?
- A. 0 hours
 - B. 1 hours
 - C. 2 hours
 - D. 3 hours
15. With a 70-hour, 8-day schedule, you have been on duty for 70 hours in the last 8 consecutive days, how many hours can you still drive?
- A. 0 hours
 - B. 1 hours
 - C. 2 hours
 - D. 3 hours
16. What is the longest amount of time a driver can drive consecutively?
- A. 4 hours
 - B. 8 hours
 - C. 10 hours
 - D. 11 hours

E. 14 hours

17. After 33 consecutive hours off duty you may legally restart your 60 or 70-hour clock?

A. True

B. False

18. Which of the following is not required be on a log sheet?

A. Total miles driving today.

B. Name of the carrier.

C. CDL license number.

D. Date.

E. Your signature.

19. Every time you change your duty status, you must write down the name of the city, town, or village, and state abbreviation, in the remarks section of your log book?

A. True

B. False

20. If your truck has a Sleeper Berth you can use it for off duty time.

A. True

B. False

21. A truck, or truck-tractor with a trailer, that is involved in interstate commerce and weighs, including any load, 10,001 pounds or more, does not have to follow the hours of service regulations.

A. True

B. False

22. The 60, 70-hour limit is based on the calendar week.

A. True

B. False

23. You can extend the 14 hour on duty time for a lunch break or a nap, during those 14 hours.
- A. True
 - B. False
24. Inspecting or servicing your truck, including fueling it and washing it count as which of the following?
- A. On duty.
 - B. Off duty.
 - C. Part of your driving time.
 - D. None of the above.
25. You are allowed a period of 14 consecutive hours of duty time after being off duty for 10 or more consecutive hours.
- A. True
 - B. False
26. If you are free to pursue activities of your own choosing and able to leave the place where your vehicle is parked you are considered to be which of the following?
- A. On duty.
 - B. Off duty.
 - C. On duty not driving.
 - D. Off duty in the Sleeper Berth.
 - E. Driving.
27. What are the three maximum duty limits at all times?
- A. 11 hour duty limit, 14 hour driving limit, and 34 hour duty limit.
 - B. 14 hour duty limit, 11 hour driving limit, and 60, 70 hour duty limit.
 - C. 16 hour duty limit, 11 hour driving limit, and 60, 70 hour duty limit.
 - D. None of the above
28. ELD or Tablet Malfunction what action need to take Driver.
- A. Immediately notify Safety Manager
 - B. Use Paper Logbooks for maximum 8 days
 - C. Call to Keeptruckin Support
 - D. Answers A and C

EMPLOYEE EMERGENCY CONTACT FORM

Name _____

Department Driver/Contractor _____

Personal Contact Info:

Home Address _____

City, State, ZIP _____

Home Telephone # _____ Cell # _____

Emergency Contact Info:

(1) Name _____ Relationship _____

Address _____

City, State, ZIP _____

Home Telephone # _____ Cell # _____

Work Telephone # _____ Employer _____

(2) Name _____ Relationship _____

Address _____

City, State, ZIP _____

Home Telephone # _____ Cell # _____

Work Telephone # _____ Employer _____

Medical Contact Info:

Doctor Name. _____ Phone # _____

I have voluntarily provided the above contact information and authorize _____ and its representatives to contact any of the above on my behalf in the event of an emergency.

Employee Signature _____ **Date** _____

GMT LOGISTIC, INC. APPLICATION

GMT Logistic, Inc
50706 Varsity Court
Wixom, MI 48393
An Equal Opportunity Employer



COMPLETE IN FULL OR IT WILL NOT BE CONSIDERED.

APPLICANT INFORMATION					
FIRST NAME		MIDDLE NAME		LAST NAME	
PHONE		EMAIL			
DATE OF BIRTH		SOCIAL SECURITY #			
DATE OF APPLICATION		POSITION APPLIED FOR		DATE AVAILABLE FOR WORK	

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

PREVIOUS THREE YEARS RESIDENCY					
<i>Attach additional sheet if more space is needed</i>					
	STREET	CITY	STATE	ZIP CODE	# OF YEARS AT ADDRESS
CURRENT					
MAILING					
PREVIOUS					
PREVIOUS					
PREVIOUS					

LICENSE INFORMATION				
No person who operates a commercial motor vehicle shall at any time have more than one driver's license (49 CFR 383.21). I certify that I do not have more than one motor vehicle license, the information for which is listed below. Include all licenses held for the past 3 years; attach additional sheets if needed.				
STATE	LICENSE #	TYPE/CLASS	ENDORSEMENTS	EXPIRATION DATE
PREVIOUSLY HELD LICENSES				

DRIVING EXPERIENCE				
CLASS OF EQUIPMENT	TYPE OF EQUIPMENT (VAN, TANK, FLAT, ETC.)	DATE FROM	DATE TO	APPROX # OF MILES (TOTAL)
STRAIGHT TRUCK				
TRACTOR & SEMI-TRAILER				
TRACTOR & 2 TRAILERS				
TRACTOR & TANKER				
OTHER				

ACCIDENT RECORD FOR THE PAST 3 YEARS

Attach additional sheet if more space is needed. Check this box if none

DATES (List most recent first)	NATURE OF ACCIDENT (Head-on, rear-end, upset, etc.)	# FATALITIES	# INJURIES	CHEMICAL SPILLS (Y/N)

TRAFFIC CONVICTIONS AND FORFEITURES FOR THE PAST 3 YEARS (OTHER THAN PARKING VIOLATIONS)

Attach additional sheet if more space is needed. Check this box if none

DATE CONVICTED (Month/Year)	VIOLATION	STATE OF VIOLATION	PENALTY (Forfeited bond, collateral and/or points)

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

If yes, explain

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

If yes, explain

EMPLOYMENT HISTORY

The Federal Motor Carrier Safety Regulations (49 CFR 391.21) require that all applicants wishing to drive a commercial vehicle list all employment for the last three (3) years. ***In addition, if you have driven a commercial vehicle previously, you must provide employment history for an additional seven (7) years (for a total of ten (10) years). Any gaps in employment in excess of one (1) month must be explained.***

Start with the last or current position, including any military experience, and work backwards (attach separate sheets if necessary). You are required to list the complete mailing address, including street number, city, state, zip; and complete all other information.

CURRENT (MOST RECENT) EMPLOYER					
NAME				PHONE	
ADDRESS					
POSITION HELD		FROM MO/YR		TO MO/YR	
REASON FOR LEAVING				SALARY	
EXPLAIN ANY GAPS IN EMPLOYMENT (Include month/year & reason)					

While employed here, were you subject to the Federal Motor Carrier Safety Regulations? YES NO

Was the job designated as a safety-sensitive function in any Department of Transportation-regulated mode subject to alcohol and controlled substances testing as required by 49 CFR, part 40? YES NO

SECOND (MOST RECENT) EMPLOYER

NAME				PHONE		
ADDRESS						
POSITION HELD			FROM MO/YR			TO MO/YR
REASON FOR LEAVING					SALARY	
EXPLAIN ANY GAPS IN EMPLOYMENT (Include month/year & reason)						
While employed here, were you subject to the Federal Motor Carrier Safety Regulations?						<input type="checkbox"/> YES <input type="checkbox"/> NO
Was the job designated as a safety-sensitive function in any Department of Transportation-regulated mode subject to alcohol and controlled substances testing as required by 49 CFR, part 40?						<input type="checkbox"/> YES <input type="checkbox"/> NO

THIRD (MOST RECENT) EMPLOYER

NAME				PHONE		
ADDRESS						
POSITION HELD			FROM MO/YR			TO MO/YR
REASON FOR LEAVING					SALARY	
EXPLAIN ANY GAPS IN EMPLOYMENT (Include month/year & reason)						
While employed here, were you subject to the Federal Motor Carrier Safety Regulations?						<input type="checkbox"/> YES <input type="checkbox"/> NO
Was the job designated as a safety-sensitive function in any Department of Transportation-regulated mode subject to alcohol and controlled substances testing as required by 49 CFR, part 40?						<input type="checkbox"/> YES <input type="checkbox"/> NO

EDUCATION

SCHOOL	NAME & LOCATION	COURSE OF STUDY	YEARS COMPLETED	GRADUATE		DETAILS
				Y	N	
High School				<input type="checkbox"/>	<input type="checkbox"/>	
College				<input type="checkbox"/>	<input type="checkbox"/>	
Other				<input type="checkbox"/>	<input type="checkbox"/>	

OTHER QUALIFICATIONS

Please list any other qualifications that you have and which you believe should be considered.

TO BE READ AND SIGNED BY APPLICANT

I authorize you to make investigations (including contacting current and prior employers) into my personal, employment, financial, medical history, and other related matters as may be necessary in arriving at an employment decision. 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 also understand that I am required to abide by all rules and regulations of the Company.

I understand that the information I provide regarding my current and/or prior 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. I understand that I have the right to:

- Review information provided by current/prior employers;
- Have errors in the information corrected by previous employers, and for those previous employers to resend 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.

This certifies that I completed this application, and that all entries on it and information in it are true and complete to the best of my knowledge. Note: A motor carrier may require an applicant to provide more information than that required by the Federal Motor Carrier Safety Regulations.

Applicant Signature	×	Date	×
Applicant Name (printed)	×		

Company Name GMT Logistic, Inc.

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 I, of Public Law 104-208), you are being informed that the 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.

X _____ X _____
Applicants Signature Date

X _____ X _____
Print Name Date

SAFETY PERFORMANCE HISTORY RECORDS REQUEST

PART 1:	TO BE COMPLETED BY PROSPECTIVE EMPLOYEE		
I, (Print Name) _____			
First	M.I.	Last	Social Security Number
Hereby authorize: _____			
			Date of Birth
Previous Employer: _____		Email: _____	
Street: _____		Telephone: _____	
City, State, Zip: _____		Fax No.: _____	
To release and forward the information requested by section 3 of this document concerning my Alcohol and Controlled Substances Testing records within the previous 3 years from _____.			
(employment application date)			
To:	Prospective Employer: <u>GMT Logistic, Inc.</u>		
	Attention: <u>HR</u>	Telephone: <u>8448982627</u>	
	Street: <u>50706 Varsity Court</u>		
	City, State, Zip: <u>Wixom, MI 48393</u>		
In compliance with §40.25(g) and 391.23(h), release of this information must be made in a written form that ensures confidentiality, such as fax, email, or letter.			
Prospective employer's fax number: <u>2483139606</u>			
Prospective employer's email address: <u>gmtlogisticinc@gmail.com</u>			
<u>X</u>		<u>X</u>	
Applicant's Signature		Date	
This information is being requested in compliance with §40.25(g) and 391.23.			

PART 2:	TO BE COMPLETED BY PREVIOUS EMPLOYER			
ACCIDENT HISTORY				
The applicant named above was employed by us. Yes <input type="checkbox"/> No <input type="checkbox"/>				
Employed as _____ from (m/y) _____ to (m/y) _____				
1. Did he/she drive motor vehicle for you? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, what type? Straight Truck <input type="checkbox"/> Tractor-Semitrailer <input type="checkbox"/> Bus <input type="checkbox"/> Cargo Tank <input type="checkbox"/> Doubles/Triples <input type="checkbox"/> Other (Specify) _____				
2. Reason for leaving your employ: Discharged <input type="checkbox"/> Resignation <input type="checkbox"/> Lay Off <input type="checkbox"/> Military Duty <input type="checkbox"/>				
If there is no safety performance history to report, check here <input type="checkbox"/> , sign below and return.				
ACCIDENTS: Complete the following for any accidents included on your accident register (§390.15(b)) that involved the applicant in the 3 years prior to the application date shown above, or check <input type="checkbox"/> here if there is no accident register data for this driver.				
Date	Location	# Injuries	# Fatalities	Hazmat Spill
1. _____	_____	_____	_____	_____
2. _____	_____	_____	_____	_____
3. _____	_____	_____	_____	_____
Please provide information concerning any other accidents involving the applicant that were reported to government agencies or insurers or retained under internal company policies: _____				

Any other remarks:				

Signature: _____				
Title: _____ Date: _____				

PREVIOUS EMPLOYER – COMPLETE PAGE 2 PART 3

PART 3:	TO BE COMPLETED BY PREVIOUS EMPLOYER
DRUG AND ALCOHOL HISTORY	
<p>If driver was not subject to Department of Transportation testing requirements while employed by this employer, please check here <input type="checkbox"/>, fill in the dates of employment from _____ to _____, complete bottom of Part 3, sign, and return.</p> <p>Driver was subject to Department of Transportation testing requirements from _____ to _____.</p> <ol style="list-style-type: none"> 1. Has this person had an alcohol test with the result of 0.04 or higher alcohol concentration? YES <input type="checkbox"/> NO <input type="checkbox"/> 2. Has this person tested positive or adulterated or substituted a test specimen for controlled substances? YES <input type="checkbox"/> NO <input type="checkbox"/> 3. Has this person refused to submit to a post-accident, random, reasonable suspicion, or follow-up alcohol or controlled substance test? YES <input type="checkbox"/> NO <input type="checkbox"/> 4. Has this person committed other violations of Subpart B of Part 382, or Part 40? YES <input type="checkbox"/> NO <input type="checkbox"/> 5. If this person has violated a DOT drug and alcohol regulation, did this person complete a SAP-prescribed rehabilitation program in your employ, including return-to-duty and follow-up tests? If yes, please send documentation back with this form. YES <input type="checkbox"/> NO <input type="checkbox"/> 6. For a driver who successfully completed a SAP's rehabilitation referral and remained in your employ, did this driver subsequently have an alcohol test result of 0.04 or greater, a verified positive drug test, or refuse to be tested? YES <input type="checkbox"/> NO <input type="checkbox"/> <p>In answering these questions, include any required DOT drug or alcohol testing information obtained from prior previous employers in the previous 3 years prior to the application date shown on page 1.</p> <p>Name: _____</p> <p>Company: _____</p> <p>Street: _____</p> <p>City, State, Zip: _____ Telephone: _____</p> <p>Part 3 Completed by (Signature): _____ Date: _____</p>	

PART 4a:	TO BE COMPLETED BY PROSPECTIVE EMPLOYER
<p>This form was (check one) <input checked="" type="checkbox"/> Faxed to previous employer <input type="checkbox"/> Mailed <input checked="" type="checkbox"/> Emailed <input type="checkbox"/> Other _____</p> <p>By: <i>Inessa Gnatishina</i> _____ Date: _____</p>	

PART 4b:	TO BE COMPLETED BY PROSPECTIVE EMPLOYER
<p>Complete below when information is obtained.</p> <p>Information received from: _____</p> <p>Recorded by: _____ Method: <input type="checkbox"/> Fax <input type="checkbox"/> Mail <input type="checkbox"/> Email <input type="checkbox"/> Telephone</p> <p>Date: _____ <input type="checkbox"/> Other _____</p>	

INSTRUCTIONS TO COMPLETE THE SAFETY PERFORMANCE HISTORY RECORDS REQUEST

- PAGE 1 PART 1:** Prospective Employee
 - Complete the information required in this section
 - Sign and date
 - Submit to the Prospective Employer
- PAGE 2 PART 4a:** Prospective Employer
 - Complete the information
 - Send to Previous Employer
- PAGE 1 PART 2:** Previous Employer
 - Complete the information required in this section
 - Sign and date
 - Turn form over to complete SIDE 2 SECTION 3

- PAGE 2 PART 3:** Previous Employer
 - Complete the information required in this section
 - Sign and date
 - Return to Prospective Employer
- PAGE 2 PART 4b:** Prospective Employer
 - Record receipt of the information
 - Retain the form

**RECORDS REQUEST FOR
DRIVER/APPLICANT SAFETY PERFORMANCE HISTORY**

This request is made by the driver/applicant in compliance with the Department of Transportation regulations.

§391.23(i)(2) Drivers who have previous Department of Transportation regulated employment history in the preceding three years, and wish to review previous employer-provided investigative information must submit a written request to the prospective employer, which may be done at any time, including when applying, or as late as thirty (30) days after being employed or being notified of denial of employment. The prospective employer must provide this information to the applicant within five (5) business days of receiving the written request. If the prospective employer has not yet received the requested information from the previous employer(s), then the five-business-days deadline will begin when the prospective employer receives the requested safety-performance history information. If the driver has not arranged to pick up or receive the requested records within thirty (30) days of the prospective employer making them available, the prospective motor carrier may consider the driver to have waived his/her request to review the records.

PART 1:	COMPLETED BY THE DRIVER/APPLICANT
TO:	Prospective Employer: <u>GMT Logistic, Inc.</u> Street/P.O. Box: <u>50706 Varsity Court</u> City, State, Zip: <u>Wixom, MI 48393</u> Telephone # <u>8448982627</u>
FROM:	Driver/Applicant: _____ Social Security/I.D. # _____ Street: _____ City, State, Zip: _____ Telephone # _____
I am submitting this written request to obtain copies of my Department of Transportation Safety Performance History for the preceding three years. I understand, for records requested from a prospective employer, that I must arrange to pick up or receive the requested records within thirty (30) days of the records being made available or I have waived my request to review the records.	
This information should be: <input type="checkbox"/> sent to me at the above address. <input type="checkbox"/> I will arrange to pick up.	
Driver/Applicant Signature: _____	Date: _____ / _____ / _____ M D Y

PART 2:	COMPLETED BY THE PROSPECTIVE EMPLOYER
The information must be provided to the applicant within five (5) business days of receiving the written request. If the prospective employer has not yet received the requested information from the previous employer(s), then the five-business-days deadline will begin when the prospective employer receives the requested safety performance history information.	
Information supplied to:	
Name: <u>HR/ GMT Logistic, Inc</u>	
Street: <u>50706 Varsity Court</u>	
City, State, Zip: <u>Wixom, MI 48393</u>	
Comments: _____	
By: <u>Inessa Gnatishina</u>	<u>8448982627</u> Release Date: _____ / _____ / _____ Signature/person providing information Telephone # M D Y

COPY 1 PROSPECTIVE EMPLOYER

**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.

LAST UPDATED 12/22/2015

Motor Vehicle Driver's

CERTIFICATION 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 operated 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 operated 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 requirements that you as a driver must comply with. They are as follows:

1. **POSSESS ONLY ONE LICENSE:** You, as a commercial vehicle driver, may not possess more than one motor vehicle operators license.
2. **NOTIFICATION OF LICENSE SUSPENSION, REVOCATION OR CANCELLATION:** Sections 392.15(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 own which issued your license). The notification to both the employer and state must be in writing.
3. **CDL DOMICILE REQUIREMENT:** Section 383.23(a)(2) requires that your commercial driver's license be issued by your legal state domicile, where you have your true, fixed and permanent home and principle residence and to which you have the intention of returning whenever you are absent. If you establish a new domicile in another state, you must apply to transfer your CDL within 30 days.

THE FOLLOWING LICENSE IS THE ONLY ONE I POSSESS:

Driver's License No. _____ State _____ Exp. Date _____

DRIVER VERIFICATION: I certify that I have read and understand the above requirements.

Driver's Name PRINTED: _____

Drivers Signature: ~~X~~ _____ Date: ~~X~~ _____

This form was reviewed with the driver by: Inessa Gnatishina

ANNUAL DRIVER'S CERTIFICATION OF VIOLATIONS

MOTOR CARRIER INSTRUCTIONS: Each motor carrier must at least once every 12 months, require each driver to prepare a list of all violations of motor vehicle traffic laws and ordinances (other than violations involving only parking) of which the driver has been convicted, or of which he/she has forfeited bond or collateral during the preceding 12 months (49 CFR 391.27). Drivers who have provided information required by 49 CFR 383.31 need not repeat that information on this form.

DRIVER REQUIREMENTS: Each driver will provide the list as required by the motor carrier above. If the driver has not been convicted of, or forfeited bond or collateral on account of, any violation which must be listed, he/she shall so certify (49 CFR 391.27).

COMPLETED BY DRIVER - CERTIFICATION OF VIOLATIONS

DRIVER NAME: LAST, FIRST, MI	SOCIAL SECURITY NUMBER	DATE OF EMPLOYMENT	
HOME TERMINAL (CITY AND STATE)	DRIVER'S LICENSE NUMBER	STATE	EXPIRATION DATE

I certify that the following is a true and complete list of traffic violations required to be listed (other than those I have provided under 49 CFR 383) for which I have been convicted or forfeited bond or collateral during the past 12 months.

Check this box if you have had no violations in the past 12 months.

DATE	OFFENSE	LOCATION	TYPE OF VEHICLE OPERATED

If no violations are listed above, I certify that I have not been convicted or forfeited bond or collateral on account of any violation required to be listed during the past 12 months.

✗ DATE	✗ DRIVER'S SIGNATURE
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GMT Logistic, Inc.	50706 Varsity Court Wixom, MI 48393
MOTOR CARRIER ADDRESS	

Inessa Gnatishina	<i>Inessa Gnatishina</i>	Safety Manager	✗ DATE
REVIEWER PRINTED NAME	REVIEWER SIGNATURE	TITLE	DATE



Employment Eligibility Verification
Department of Homeland Security
 U.S. Citizenship and Immigration Services

USCIS
Form I-9
 OMB No. 1615-0047
 Expires 10/31/2022

▶ **START HERE: Read instructions carefully before completing this form. The instructions must be available, either in paper or electronically, during completion of this form. Employers are liable for errors in the completion of this form.**

ANTI-DISCRIMINATION NOTICE: It is illegal to discriminate against work-authorized individuals. Employers **CANNOT** specify which document(s) an employee may present to establish employment authorization and identity. The refusal to hire or continue to employ an individual because the documentation presented has a future expiration date may also constitute illegal discrimination.

Section 1. Employee Information and Attestation *(Employees must complete and sign Section 1 of Form I-9 no later than the first day of employment, but not before accepting a job offer.)*

Last Name (Family Name)		First Name (Given Name)		Middle Initial	Other Last Names Used (if any)	
Address (Street Number and Name)			Apt. Number	City or Town		State
Date of Birth (mm/dd/yyyy)		U.S. Social Security Number		Employee's E-mail Address		Employee's Telephone Number
[][]-[][]-[][][][]		[][][][]-[][][][]-[][][][]				

I am aware that federal law provides for imprisonment and/or fines for false statements or use of false documents in connection with the completion of this form.

I attest, under penalty of perjury, that I am (check one of the following boxes):

<input type="checkbox"/> 1. A citizen of the United States	
<input type="checkbox"/> 2. A noncitizen national of the United States <i>(See instructions)</i>	
<input type="checkbox"/> 3. A lawful permanent resident (Alien Registration Number/USCIS Number): _____	
<input type="checkbox"/> 4. An alien authorized to work until (expiration date, if applicable, mm/dd/yyyy): _____ Some aliens may write "N/A" in the expiration date field. <i>(See instructions)</i>	
<p><i>Aliens authorized to work must provide only one of the following document numbers to complete Form I-9: An Alien Registration Number/USCIS Number OR Form I-94 Admission Number OR Foreign Passport Number.</i></p> <p>1. Alien Registration Number/USCIS Number: _____ OR 2. Form I-94 Admission Number: _____ OR 3. Foreign Passport Number: _____ Country of Issuance: _____</p>	
QR Code - Section 1 Do Not Write In This Space	

Signature of Employee X	Today's Date (mm/dd/yyyy) X
------------------------------------	--

Preparer and/or Translator Certification (check one):
 I did not use a preparer or translator. A preparer(s) and/or translator(s) assisted the employee in completing Section 1.
(Fields below must be completed and signed when preparers and/or translators assist an employee in completing Section 1.)

I attest, under penalty of perjury, that I have assisted in the completion of Section 1 of this form and that to the best of my knowledge the information is true and correct.

Signature of Preparer or Translator			Today's Date (mm/dd/yyyy)	
Last Name (Family Name)		First Name (Given Name)		
Address (Street Number and Name)		City or Town	State	ZIP Code

STOP *Employer Completes Next Page* **STOP**



Employment Eligibility Verification
Department of Homeland Security
 U.S. Citizenship and Immigration Services

USCIS
Form I-9
 OMB No. 1615-0047
 Expires 10/31/2022

Section 2. Employer or Authorized Representative Review and Verification

(Employers or their authorized representative must complete and sign Section 2 within 3 business days of the employee's first day of employment. You must physically examine one document from List A OR a combination of one document from List B and one document from List C as listed on the "Lists of Acceptable Documents.")

Employee Info from Section 1	Last Name (Family Name)	First Name (Given Name)	M.I.	Citizenship/Immigration Status
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List A	OR	List B	AND	List C
Identity and Employment Authorization		Identity		Employment Authorization
Document Title		Document Title		Document Title
Issuing Authority		Issuing Authority		Issuing Authority
Document Number		Document Number		Document Number
Expiration Date (if any) (mm/dd/yyyy)		Expiration Date (if any) (mm/dd/yyyy)		Expiration Date (if any) (mm/dd/yyyy)
Document Title		Additional Information		QR Code - Sections 2 & 3 Do Not Write In This Space
Issuing Authority				
Document Number				
Expiration Date (if any) (mm/dd/yyyy)				
Document Title				
Issuing Authority				
Document Number				
Expiration Date (if any) (mm/dd/yyyy)				

Certification: I attest, under penalty of perjury, that (1) I have examined the document(s) presented by the above-named employee, (2) the above-listed document(s) appear to be genuine and to relate to the employee named, and (3) to the best of my knowledge the employee is authorized to work in the United States.

The employee's first day of employment (mm/dd/yyyy): _____ *(See instructions for exemptions)*

Signature of Employer or Authorized Representative	Today's Date (mm/dd/yyyy)	Title of Employer or Authorized Representative		
Last Name of Employer or Authorized Representative	First Name of Employer or Authorized Representative	Employer's Business or Organization Name		
Employer's Business or Organization Address (Street Number and Name)		City or Town	State	ZIP Code

Section 3. Reverification and Rehires *(To be completed and signed by employer or authorized representative.)*

A. New Name (if applicable)			B. Date of Rehire (if applicable)	
Last Name (Family Name)	First Name (Given Name)	Middle Initial	Date (mm/dd/yyyy)	

C. If the employee's previous grant of employment authorization has expired, provide the information for the document or receipt that establishes continuing employment authorization in the space provided below.

Document Title	Document Number	Expiration Date (if any) (mm/dd/yyyy)
----------------	-----------------	---------------------------------------

I attest, under penalty of perjury, that to the best of my knowledge, this employee is authorized to work in the United States, and if the employee presented document(s), the document(s) I have examined appear to be genuine and to relate to the individual.

Signature of Employer or Authorized Representative <i>Inessa Gnatishina</i>	Today's Date (mm/dd/yyyy)	Name of Employer or Authorized Representative
--	---------------------------	---

LISTS OF ACCEPTABLE DOCUMENTS

All documents must be UNEXPIRED

Employees may present one selection from List A
or a combination of one selection from List B and one selection from List C.

LIST A Documents that Establish Both Identity and Employment Authorization	OR	LIST B Documents that Establish Identity	AND	LIST C Documents that Establish Employment Authorization
<ol style="list-style-type: none"> 1. U.S. Passport or U.S. Passport Card 2. Permanent Resident Card or Alien Registration Receipt Card (Form I-551) 3. Foreign passport that contains a temporary I-551 stamp or temporary I-551 printed notation on a machine-readable immigrant visa 4. Employment Authorization Document that contains a photograph (Form I-766) 5. For a nonimmigrant alien authorized to work for a specific employer because of his or her status: <ol style="list-style-type: none"> a. Foreign passport; and b. Form I-94 or Form I-94A that has the following: <ol style="list-style-type: none"> (1) The same name as the passport; and (2) An endorsement of the alien's nonimmigrant status as long as that period of endorsement has not yet expired and the proposed employment is not in conflict with any restrictions or limitations identified on the form. 6. Passport from the Federated States of Micronesia (FSM) or the Republic of the Marshall Islands (RMI) with Form I-94 or Form I-94A indicating nonimmigrant admission under the Compact of Free Association Between the United States and the FSM or RMI 	OR	<ol style="list-style-type: none"> 1. Driver's license or ID card issued by a State or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address 2. ID card issued by federal, state or local government agencies or entities, provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address 3. School ID card with a photograph 4. Voter's registration card 5. U.S. Military card or draft record 6. Military dependent's ID card 7. U.S. Coast Guard Merchant Mariner Card 8. Native American tribal document 9. Driver's license issued by a Canadian government authority <li style="text-align: center;">For persons under age 18 who are unable to present a document listed above: 10. School record or report card 11. Clinic, doctor, or hospital record 12. Day-care or nursery school record 	AND	<ol style="list-style-type: none"> 1. A Social Security Account Number card, unless the card includes one of the following restrictions: <ol style="list-style-type: none"> (1) NOT VALID FOR EMPLOYMENT (2) VALID FOR WORK ONLY WITH INS AUTHORIZATION (3) VALID FOR WORK ONLY WITH DHS AUTHORIZATION 2. Certification of report of birth issued by the Department of State (Forms DS-1350, FS-545, FS-240) 3. Original or certified copy of birth certificate issued by a State, county, municipal authority, or territory of the United States bearing an official seal 4. Native American tribal document 5. U.S. Citizen ID Card (Form I-197) 6. Identification Card for Use of Resident Citizen in the United States (Form I-179) 7. Employment authorization document issued by the Department of Homeland Security

Examples of many of these documents appear in the Handbook for Employers (M-274).

Refer to the instructions for more information about acceptable receipts.

ALCOHOL AND DRUG EMPLOYEE'S CERTIFIED RECEIPT

Employee Name: _____

Company/Department: GMT Logistic Inc. Company Driver or Owner Operator

This is to certify that I have been provided educational materials require by §382.601 and my employer's policies and procedures with respect to meeting the Part 382 requirements. The materials include detailed discussion of the following checked (√) items:

1. _____ The designed person to answer questions about materials.
2. _____ The categories of drivers subject to Part 382.
3. _____ Sufficient information about the safety-sensitive functions and periods of the workday that compliance is required.
4. _____ Specific information concerning prohibited driver conduct.
5. _____ Circumstances under which a driver can be tested.
6. _____ Test procedures, driver protection and integrity of the testing process, and safeguarding the validity of the test.
7. _____ The requirement that tests are administered in accordance with Part 382.
8. _____ An explanation of what will be considered a refusal to submit a test and the consequences.
9. _____ The consequences for Part 382, Subpart B violations including removal from safety-sensitive functions and Part 4, Subpart O Procedures.
10. _____ The Consequences for drivers found to have an alcohol concentration of 0.02 or greater, but less than 0.04.
11. _____ Information on the effects of alcohol and controlled substance use on:
 - a. An individual's health
 - b. Work/Personal life
 - c. Signa and Symptoms of a problem
 - d. Available methods of intervening when a problem is suspected
12. _____ Optional Information:

Employee Signature: ~~X~~ _____ Date: ~~X~~ _____

Authorized Signature: *Inessa Gnatishina* _____ Date: ~~X~~ _____

PREVIOUS PRE-EMPLOYMENT EMPLOYEE ALCOHOL AND DRUG TEST 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 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 €)

Prospective Employee Name: _____

The prospective employee is required by Sec. 40.25(j) to respond to the following questions:

1. Have you tested positive, or refused to test, on any pre-employment drug or alcohol test administered by an employer to which you applied for, but did not obtain, safety-sensitive transportation work covered by DOT agency drug and alcohol testing rules during the past two years?

YES NO

2. If you answered yes, can you provide/obtain proof that you've successfully completed the DOT return-to-duty requirements?

YES NO

I certify that the information provided on this document is true and correct.

Prospective Employee Signature: _____ Date: _____

Witnessed by: *Anessa Gnatishina* Date: X

STATEMENT OF ON-DUTY HOURS

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

This form should be completed on the day the driver is scheduled to begin driving a commercial motor vehicle, and must be kept on file for at least 6 months.

Driver Name: _____

DAY	1 (yesterday)	2	3	4	5	6	7	
DATE								
HOURS WORKED								TOTAL HOURS

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:

Time: _____ A.M. P.M. Date: _____ Initial: ~~X~~ _____

Driver's signature: ~~X~~ _____ Date: ~~X~~ _____

DRIVER CERTIFICATION FOR OTHER COMPENSATED WORK

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

(circle one)

Are you currently working for another employer?

Yes No

At this time do you intend to work for another employer while still 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 employers(s) for compensation that I must inform this company immediately of such employment activity.

Driver Information:

First Name

Last Name

Applicant's Signature ~~X~~ _____

Witness: Inessa Gnatishina
Carrier Official

Date: ~~X~~ _____

RECORD OF ROAD TEST

Instructions to Evaluator: Check (✓) items which the driver performs satisfactorily, use "X" where performance is unsatisfactory. Any item not evaluated, leave blank.

Driver's Name _____ Home Address _____

Social Security No. _____ License No. _____ State _____ Class _____

Equipment Driven: _____
(Make & Model)

Length of Test _____ Mi. From/In _____ To _____

Start Time _____ Finish Time _____ Weather Conditions _____

PART 1 – PRE-TRIP INSPECTION AND EMERGENCY EQUIPMENT

- Checks general condition approaching unit _____
- Looks for leakage of coolants, fuel, lubricants _____
- Checks engine compartment– oil, water, general condition of engine compartment, steering _____
- Checks around – tires, lights, brake and light lines, body, doors, horn, windshield wipers _____
- Test brake action and parking (hand) brake _____
- Knows use of jacks, tools, emergency warning devices, tire chains, fire extinguisher, spare fuses and four-way flashers _____
- Checks instruments _____
- Cleans windshield, windows, mirrors, lights, reflectors _____

PART 2 – PLACING VEHICLE IN MOTION AND USE OF CONTROLS

- A. MOTOR**
- Starts motor without difficulty _____
- Allows proper warm-up _____
- Understands gauges on instrument panel _____
- Maintains proper engine speed while driving _____
- Basic knowledge of motors - gas, diesel _____
- Abuse of motor _____
- B. CLUTCH AND TRANSMISSION**
- Uses clutch properly _____
- Times gearshift properly _____
- Shifts gears smoothly _____
- Uses proper gear sequence _____
- C. BRAKES**
- Understands operating principals of air brakes _____
- Understands low air warning _____
- Uses proper gear sequence _____
- D. STEERING**
- Fights steering wheel _____
- Allows vehicle to wander _____
- Poor driving posture or poor grip on wheel _____

E. LIGHTS

- Knows lighting regulations _____
- Uses proper headlight beam _____
- Dims lights when meeting or following traffic _____
- Adjusts speed to range of headlights _____
- Proper use of auxiliary lights _____

PART 3 – BACKING AND PARKING

- A. BACKING**
- Gets out and checks before backing _____
- Looks back as well as uses mirror _____
- Gets out and rechecks conditions on long back _____
- Avoids backing from blind side _____
- Signals when backing _____
- Controls speed and direction properly while backing _____
- B. PARKING (City)**
- Takes too many pull-ups _____
- Hits nearby vehicles or stationary objects _____
- Hits curb _____
- Parks too far from curb _____
- Fails to secure unit – set parking brake, put in gear, shut off motor _____
- Fails to check traffic conditions and signal when pulling out from parked position _____
- Parks in illegal or unsafe location _____
- C. PARKING (Rear)**
- Parks off pavement _____
- Avoids parking on soft shoulder _____
- Uses emergency warning signals when required _____
- Secures unit properly _____

PART 4 – SLOWING AND STOPPING

- Uses gears properly ascending _____
- Gears down properly descending _____
- Stops and restarts without rolling back _____
- Tests brakes at top of hills _____
- Uses brakes properly on grades _____
- Signals following traffic _____
- Avoids sudden stops _____
- Stops smoothly without excessive fanning _____
- Stops before crossing sidewalk when coming out of driveway or alley _____
- Stops clear of pedestrian crosswalks _____

- PART 5 – OPERATING IN TRAFFIC PASSING AND TURNING**
- A. TURNING**
- Gets in proper lane well in advance _____
 - Signals well in advance _____
 - Checks traffic conditions and turns only when way is clear _____
 - Does not swing wide or cut short while turning _____
- B. TRAFFIC SIGNS AND SIGNALS**
- Does not approach signal prepared to stop if necessary _____
 - Violates traffic signal _____
 - Runs yellow light _____
 - Starts up too fast or too slow on green _____
 - Fails to notice or heed traffic signs _____
 - Runs "Stop" signs _____
- C. INTERSECTIONS**
- Adjusts speed to permit stopping if necessary _____
 - Checks for cross traffic regardless of traffic controls _____
 - Yields right-of-way for safety _____
- D. GRADE CROSSINGS**
- Adjusts speed to conditions _____
 - Makes safe stop, if required _____
 - Selects proper gear _____
- E. PASSING**
- Passes with insufficient clear space ahead _____
 - Passes in unsafe location; hill, curve, intersection _____
 - Fails to signal change of lanes _____
 - Fails to warn driver being passed _____
 - Tailgates waiting chance to pass _____
 - Blocks traffic with slow pass _____
 - Cuts in too short returning to right lane _____
- F. SPEED**
- Speed consistent with basic ability _____
 - Adjusts speed properly to road, weather, traffic conditions, legal limits _____
 - Slows down for rough roads _____
 - Slows down in advance of curves, intersections, etc. _____
 - Maintains consistent speed _____
- G. COURTESY AND SAFETY**
- Depends on others for safety _____
 - Yields right-of-way for safety _____



- Fails to go ahead when given right-of-way by others _____
- Tends to crowd other drivers or force way through traffic _____
- Fails to allow faster traffic to pass _____
- Fails to keep right and in own lane _____
- Unnecessary use of horn _____
- Other discourtesy or improper conduct _____

- PART 6 – MISCELLANEOUS**
- A. GENERAL DRIVING ABILITY AND HABITS**
- Consistently alert and attentive _____
 - Consistently aware of changing traffic conditions _____
 - Performs routine functions without taking eyes from road _____
 - Checks instruments regularly while driving _____
 - Willing to take instructions and suggestions _____
 - Adequate self-confidence in driving _____
 - Nervous, apprehensive _____
 - Easily angered _____
 - Complains too much _____
 - Personal appearance, manner, cleanliness _____
- B. RULES AND REGULATIONS**
- Knowledge of company rules _____
 - Knowledge of regulations: federal, state, local _____
 - Knowledge of special routes _____
- C. USE OF SPECIAL EQUIPMENT (Specify)**
- _____
- _____

REMARKS:

GENERAL PERFORMANCE: Satisfactory _____; Needs Training _____; Unsatisfactory _____

QUALIFIED FOR: _____

_____  _____  _____
 Signature of Examiner Date

CERTIFICATION OF ROAD TEST

Driver's Name _____

_____-_____-_____
(Social Security Number)

(Operators or Chauffeurs License Number)

(State)

Type of Power Unit _____ Type of Trailer(s) _____

If passenger carrier, type of bus _____

This is to certify that the above named driver was given a road test under my supervision on _____, 20 ____ consisting of approximately _____ 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.

(Signature of Examiner)

(Title)

(Organization and Address of Examiner)

EQUIVALENT OF ROAD TEST FOR CDL DRIVERS

§391.33 Equivalent of road test

- a) In place of, and as equivalent to, the road test required by §391.31, a person who seeks to drive a motor vehicle may present, and a motor carrier may accept-
 - 1) A valid operator's license which has been issued to him by a State that licenses drivers to operate specific categories of motor vehicles and which, under the laws of that State, licenses him after successful completions of a road test in a motor carrier vehicle of the type the motor carrier intends to assign him; or
 - 2) A copy of a valid certificate of driver's road test issued to him pursuant to §391.31 within the preceding 3 years.
- b) If a driver presents, and a motor carrier accepts, a license or certificate as equivalent to the road test, the motor carrier shall retain a legible copy of the license or certificate in its files as a part of the driver's qualification file.
- c) A motor carrier may require any person who presents a license or certificate as equivalent to the road test to take a road test or any other test of his driving skill as a condition to his employment as a driver.

Company: GMT Logistic, Inc.

UNIFORM DRUG AND ALCOHOL TESTING POLICY FMCSA

It is the policy of **GMT Logistic, Inc** referred to hereafter as the "Company" to act in compliance with the Department of Transportation Procedures for Transportation Workplace Drug Testing Program (49 CFR Part 382 and 49 CFR Part 40). From F49CFR382.601

PROCEDURE

Any employee candidate wishing to obtain a position with this company that requires the performance of a safety-sensitive position including the driving of a commercial vehicle on a public roadway shall be tested for drug use in accordance with the Federal Department of Transportation Regulations and the Company's Uniform Drug Testing Policy.

Any employee candidate not in conformance with this policy will not be employed by the Company.

Any current employee that is required to operate a commercial vehicle on a public roadway is subject to testing for drugs and/or alcohol in accordance with the Federal Department of Transportation Regulations and the Company's Uniform Drug and Alcohol Testing Policy.

Any current employee found not to be in conformance to this policy or refuses to submit to testing in accordance with this policy, will be subject to dismissal.

The Company may authorize inspections, investigations, and searches for alcoholic beverages, illegal drugs, and/or controlled substances at any time, with or without prior notice. Such action may involve some or all employees. If an employee is reasonably available during a search and it becomes necessary to open a locker or other personal container secured by a lock, the employee will be requested to open the locker or personal container before any other means of access are used. If the employee refuses or is not reasonably available, measures will be taken to open the locker or personal container as required.

All drug screen results will be reported to the Company DER (Designated Employer Representative).

DRUG AND ALCOHOL TESTING POLICY STATEMENT

The Company recognizes the significant problems caused by drug and/or alcohol use in the transportation industry and is committed to maintaining a drug and alcohol-free driver workforce. Drug and/or Alcohol use jeopardizes the safety and productivity of drivers as well as the safety and well-being of the general public.

Accordingly, in compliance with the Federal Department of Transportation ("DOT") regulations, the Company adopts the following Uniform Drug and Alcohol Screening Program for Company employee Drivers ("Drivers").

As part of their orientation to the company, all new hires to whom the alcohol and drug abuse policy applies are required to read and acknowledge receipt of the Company's alcohol and drug policy. This program will also be required of all current employees, until all covered employees have read and acknowledged receipt of the policy.

This policy identifies:

- A. Major classes of drugs (amphetamines, cocaine, cannabinoids (marijuana), opiates, and phencyclidine (PCP), which can have profound effects on their individual health, psychological well-being, work habits, and personal life.

- B. Chemical dependency as a terminating offense.
- C. That alcohol and drug usage is a major safety issue, which increases insurance cost and can cause legal complications.
- D. Refusal to submit to a test as: inability to provide sufficient quantities of breath, saliva, or urine to be tested without a valid medical explanation; tampering with or attempting to adulterate the specimen; interfering with the collection procedure; not immediately reporting to the collection site; failing to remain at the collection site until the collection process is completed or failing to conduct a post-accident test without a valid reason.
- E. Part 382.205 which states that a driver must not consume alcohol while on duty, part 382.207 which states that a driver may not consume alcohol four hours prior to on-duty time and part 382.209 which states that a driver may not consume alcohol up to eight hours following a recordable accident or until the driver undergoes a post-accident test, whichever occurs first.
- F. No driver who is found to have an alcohol concentration of 0.02 or greater but less than 0.04 shall perform or continue to perform safety-sensitive functions, including driving a commercial motor vehicle, until the start of the driver's next regularly scheduled duty period, but not less than 24 hours following administration of the test.
- G. Testing Procedures
 - a. Controlled substances tests will be performed, including split specimen collection and analysis for controlled substances.
 - b. Alcohol tests will be performed, including breath or saliva screening tests.
 - c. Privacy of the employee will be protected.
 - d. Integrity of the test process will be maintained.
 - e. Test results will be attributed to the correct driver.
 - f. Post-accident testing will be conducted including instructions to the driver.

Supervisors

A training program for all supervisors will be conducted for which attendance is mandatory. The purpose of this session is to familiarize supervisors and management personnel with the company policy and program and to facilitate their effective and efficient use of it. This program includes:

- A. Identification of controlled substances and paraphernalia.
- B. Symptomatology of the worker unfit for duty with guidelines for decisions, documentations, legalities, and liabilities.
- C. Symptomatology of the troubled employee on the job, particularly substance abusers.
- D. As an employer, when an employee has a verified positive, adulterated, or substituted test result, or has otherwise violated a DOT agency drug and alcohol regulation, you must not return the employee to the performance of safety-sensitive functions until or unless the employee successfully completes the return-to-duty process of Subpart O of this part.
- E. Monitoring behavior, documentation, and evaluation.

Enforcement and Monitoring

A liaison will be established with law enforcement agencies. These agencies will be informed of the Company's drug and alcohol abuse program and will be solicited to share any information indicating inappropriate involvement with alcohol or drugs by company employees. Procedures will be developed with these agencies for their cooperation, in event of alcohol or drug abuse situations. The behavior of employees outside of work is relevant to their job performance at work: those who abuse drugs or alcohol off the job pose an unacceptably high risk of performing in an impaired manner on the job.

Additional monitoring is provided in random screening of employees for evidence of alcohol or drug usage. All employees, as a condition of employment, are required to consent to providing blood, breath, sputum, and/or urine specimens on demand by a trained supervisor. The sample will be submitted for definitive scientific analysis

to determine if prohibited substances are present. The obvious purpose of this is deterrence in that employees are less likely to use these prohibited substances if they perceive a real chance that they will be tested at random without warning.

The following information should be reported to the Clearinghouse:

- (i) A verified positive, adulterated, or substituted drug test result (Reported by MRO);
- (ii) An alcohol confirmation test with a concentration of 0.04 or higher;
- (iii) A refusal to submit to any test (See regulations- some reported by MRO, some by employer);
- (iv) An employer's report of actual knowledge of the following:
 - A. On-duty alcohol use
 - B. Pre-duty alcohol use
 - C. Alcohol use following an accident
 - D. Controlled substance use
- (v) A substance abuse professional (SAP) must report the successful completion of the return-to-duty process;
- (vi) A negative return-to-duty test;
- (vii) An employer's report of completion of follow-up testing.

UNIFORM DRUG AND ALCOHOL TESTING PROGRAM

Pre-Employment Testing

The FMCSA requires that an employee must be tested for controlled substances and receive a negative result before he/she can be put in a driving position. A positive test result will result in withdrawal of employment offer. A significant part of the alcohol and drug abuse program is the background investigation conducted on each applicant prior to hire. One aspect of this investigation is the applicant's written permission to references and former employers to release to the Company or its agent any pertinent information regarding the applicant, including previous involvement with alcohol or other mind-altering chemicals. Refusal to grant this permission will terminate the application process.

The investigation includes a detailed check with the former employers. Pertinent information, including alcohol and drug use information, is solicited in this process. All courts within the areas of residence and employment of the applicant are also consulted, to determine the existence of any prior history or outstanding warrants.

This part of the application process is to identify those individuals whose past behavior indicates involvement with illegal drugs or alcohol, either of which eliminates these high-risk persons from further consideration for employment, unless evidence of stable recovery is developed, which is a condition of employment with the Company.

Applicants whose background investigation is satisfactory will receive a physical examination prior to hire. The examining physician will review carefully the applicant's history and physical condition to detect any abnormalities, including those indicative of alcohol or drug abuse. This examination will disqualify those candidates from consideration of employment where information is developed indicating a high risk for alcohol or drug use, current physical condition, and the physician's interview.

Reasonable Cause Testing

In cases in which a Driver is acting in an abnormal manner, and a Company supervisor has reasonable cause to believe the Driver is under the influence of a controlled substance or alcohol, the Company may require the Driver to go directly to a medical clinic to provide a urine specimen for laboratory testing for controlled substances or a breath specimen for alcohol testing. The Company supervisor must have received training in the signs of drug and/or alcohol intoxication in a prescribed training program which is endorsed by the Company.

Reasonable cause means suspicion based on the specific personal observation that the Company representative can describe concerning the appearance, behavior, speech or breath odor of the Driver.

The Company supervisor must make a written statement of these observations within twenty-four (24) hours of the observed behavior. Reasonable cause is not a basis for testing if it is based solely on third-party observation and reports.

In the event that a Driver is directed to go to the collection site to provide a urine and/or breath specimen on either a reasonable cause basis or under the Post- Accident Section of this Program, the Driver may be suspended, at the discretion of the Company, until the results of the drug test are received from the Medical Review Officer ("MRO") or the Alcohol Screen results are returned from the Breath Alcohol Technician ("BAT"), then the Driver shall be terminated in the case of a positive result. However, if notice of a negative test result is received from the Medical Review Officer or Breath Alcohol Technician, then the Driver shall be immediately reinstated in full force and effect.

Post-Accident Testing

A Driver shall provide a urine specimen to be tested for presence of controlled substance and a breath specimen for alcohol testing as soon as possible after a reportable accident and the Driver is cited for a moving traffic violation, but in any case, no later than thirty- two (32) hours after the accident for the controlled substance testing and two to eight hours for a breath alcohol test.

For purposes of this Section, a "reportable accident" defined:

TYPE OF ACCIDENT INVOLVED	CITATION ISSUED TO THE CMV DRIVER	TEST MUST BE PERFORMED
Human Fatality	YES	YES
	NO	YES
Bodily injury with immediate medical treatment away from the scene	YES	YES
	NO	NO
Disabling damage to any motor vehicle requiring tow away	YES	YES
	NO	NO

The term "reportable accident" does not include:

An accident involving only boarding or alighting from a stationary motor vehicle or; An accident involving only the loading or unloading of cargo.

Random Testing

The FMCSA requires that 50% of the annual average number of drivers be tested for substance abuse and 10% for alcohol abuse.

Return-to-Duty

The FMCSA requires a return-to-duty on any driver that had a positive test, and for whom the company received a letter of approval from a Substance Abuse Program (SAP) stating that he/she may return to duty. (This only applies

if management agrees to continue the driver's employment with the Company.)

Follow-Up

The FMCSA requires a minimum of six follow-up tests within the 12 months after a driver returns to duty after a positive test. (SAP can require more than the minimum.)

Chain of Custody Procedures

All chain of custody procedures shall be in accordance with applicable DOT regulations (49 CFR Part 40). A copy of those regulations is on file and available for inspection by all Company Drivers.

Medical Review Officer (MRO) and Breath Alcohol Technician (BAT)

The Company shall retain a qualified Medical Review Officer to perform the responsibilities of reviewing all drug screen laboratory results as required under applicable DOT regulations. (49 CFR Part 40) All breath alcohol screen shall be performed by a qualified Breath Alcohol Technician on equipment specified in the Federal Register that is properly calibrated.

Laboratory Accreditation

All laboratories used to perform urine testing pursuant to this program will be accredited by SAMSHA.

Laboratory Testing Methodology

Drug Screening

Drug screens will be conducted to screen the presence of the following drugs and/or their metabolites:

- * Marijuana
- * Cocaine
- * Opioids (Codeine, Morphine, Hydrocodone, Hydromorphone, Oxycodone, Oxymorphone)
- * Amphetamines (Amphetamines, Methamphetamines, MDA, MDMA)
- * Phencyclidine (PCP)

Urine Testing

All urine testing procedures will be performed in accordance with applicable DOT regulations. A copy of those regulations is on file and available for inspection by all Company Drivers.

Disciplinary Action Based on Positive Test Results

A Driver who tests positive for the use of a controlled substance and/or alcohol test as reported to the Company by the Medical Review Officer or Breath Alcohol Technician is medically unqualified to operate a commercial motor vehicle and shall not drive for the Company. Further, a positive test result shall be grounds for the immediate termination of the employment of the Driver. The possession, transfer, or sale of controlled substances/alcohol while on duty will also result in termination.

This policy does not apply to medications prescribed by a licensed physician, provided that the employee's job performance is not adversely affected by such use and that supervisory personnel are informed of such use.

Disciplinary action Based on Refusal to Submit to Testing A Driver who refuses to be tested under any of the provisions of this Uniform Drug Testing Program shall not be permitted to operate a commercial motor vehicle for the Company. Such refusal shall be treated as a positive test and shall result in the immediate termination of the Driver.

Any employee who reports personal abuse of alcohol, drugs, or other controlled substances to supervision before it is observed on the job will be provided with counseling. In such cases, the employee should understand that a reassignment of duties may be necessary and that continued employment with the Company may be in jeopardy.

An acknowledgment of receipt and agreement to abide by this Program is attached hereto as Appendix A and is incorporated herein by reference. Pursuant to applicable DOT regulations, the Driver must sign Appendix A and return the original to the Company.

Effective Date

The Uniform drug and Alcohol Testing Program shall be effective _____.

Company: _____ GMT Logistic, Inc. _____

ACKNOWLEDGMENT OF RECEIPT OF UNIFORM DRUG AND ALCOHOL SCREENING PROGRAM AND AGREEMENT TO ABIDE BY PROGRAM.

I, _____, hereby acknowledge that I have received a copy of the Company's Uniform Drug and Alcohol Screening Program, which has been developed pursuant to Federal Department of Transportation Regulations.

In conjunction with my receiving a copy of the Company's Uniform Drug and Alcohol Screening Program, I further acknowledge the following:

I have read the program and fully understand the terms contained therein, and the consequences for violating any terms of this Program.

I understand that compliance with all terms of the Program is a condition of my employment with the Company, and I agree to abide by all terms of the Program.

I authorize the lab, Medical Review Officer and Breath Alcohol Technician retained by the Company to release screen result information to the Company as provided in the applicable Federal Department of Transportation regulations.

Driver's Signature: _____ X - Date: _____ X

WITNESSED BY: _____

Company: GMT Logistic, Inc.

BY: Inessa Gnatishina

Company Representative: *Inessa Gnatishina*

Date: X

POLICY MANUALS

I have read the GMT LOGISTIC Policy Manual and fully understand their contents. I have been instructed as to where copies of these manuals are located, including the Company Safety Manual for my review. I also agree to comply with the rules and policies of these manuals and I'm aware of the disciplinary actions as outlined if I should violate any of the said policies.

I am also aware of the Federal Regulation Handbooks and as to where they are located for my review, as well.

I agree to not only comply with all company policies, but all State, Local, and Federal Regulations.

Drivers Signature: ~~X~~ _____

Drivers Name: _____

Date: ~~X~~ _____

INFORMATION, TRAINING AND REFERRAL

I have received the following detailed written information as required by the Department of Transportation on alcohol and controlled substance use information, training and referral.

1. A copy of my employer's policy and procedures with respect to meeting these requirements and educational material that explains the requirements.
2. Information on the identity of the person designated by my employer to answer questions about the materials.
3. Information on the categories of drivers who are subject of the provisions of Part 382.
4. Information about the safety sensitive functions performed by covered employees to make clear what period of work day they were required to be in compliance with the current regulations.
5. Information concerning driver conduct what is prohibited by Part 382.
6. Information of circumstances under which a driver will be tested for alcohol and/or controlled substances.
7. Information on procedures that will be used to test for the presence of alcohol and controlled substances, protect the driver and the integrity of the testing procedures, safety and validity of the test results.
8. Information about the requirements that a driver submit to alcohol and controlled substances test administered in accordance with the current regulations (Part 382)
9. An explanation of what consequences a refusal to submit to an alcohol or controlled substance and attendance consequences are.
10. Information on consequences for the drivers found to have violated subpart B of Part 382 Controlled Substance and Alcohol Use Training.
11. Information on the regulations concerning referral, evaluation and treatment including the requirements that the driver be removed immediately from the safety sensitive functions and the procedures under 382.605.
12. Information on consequences for the drivers found to have an alcohol concentration of 0.02 or greater but less than 0.04.

RECEIPT

I hereby acknowledge that I received a copy of the Federal Motor Carrier Safety Regulations, 49 CFR parts 40 and 382, 383, 390-397 of the Department of Transportation.

I agree to familiarize myself with these regulations and to comply with all the provisions of these regulations. I will also follow all company procedures as require by the motor carrier.

Motor Carrier: GMT Logistic, Inc.

Driver Signature: ~~X~~ _____

Name: *Inessa Gnatishina*

Name: _____

Position: Safety Manager

Date: ~~X~~ _____

Workers Compensation - Hold Harmless Agreement

GMT Logistic, Inc.

Print Carrier Name

685510

Carrier MC Number

_____ agrees to hold harmless and indemnify GMT Logistic, Inc. of Wixom, MI and any of its affiliated companies against any award by a Worker's Compensation Court or similar administrative body or court of law, arising out of any claims by any employee or agent of Carrier for work related injuries.

Print Name of Officer: Inessa Gnatishina

Officer Title: President

Signature: *Inessa Gnatishina*

Date: _____

COMPANY REQUIREMENTS

GMT LOGISTIC is doing their best to stay ahead in today's competitive market. In order to avoid unnecessary problems with driver log books, call/text checks, late delivery, etc. **GMT LOGISTIC** is implementing the following rules and regulations we all must obey.

TRIP ENVELOPE:

1. Must be turned in the office of **GMT LOGISTIC** within **FIVE** business days.
2. Envelopes must be filled out clearly and completely.
3. Envelopes must contain Bill of Lading, Log Books, Fuel Receipt, and for Company Drivers, any receipts that include Company Expenses.

LOG BOOKS:

1. Must be filled out clearly and completely.
2. Must follow 10-14-70 hour rules. Drivers will be put out of service by **GMT LOGISTIC** if they do not follow.
3. All P.T.I and fuel stops must be flag.

CHECK-INS:

1. Contractors must call/text when loaded or empty
2. Contractors must text when they are involved in a violation or pulled over by US DOT for inspection.

APPOINTMENTS:

1. All contractors must follow the original appointments for the pick-up and delivery.
2. Any changes to appointment time made by the driver will be unacceptable unless authorized by **GMT LOGISTIC**.
3. Late pick-ups or deliveries without proper explanation will be subject to a fine by **GMT LOGISTIC**.

MICHIGAN WORKERS' COMPENSATION PLACEMENT FACILITY

Supplemental worksheet to be filled out in addition to the INDEPENDENT CONTRACTOR WORKSHEET by a Sole Proprietor Owner Operator Truck Driver

TO BE COMPLETED BY THE SOLE PROPRIETOR OWNER OPERATOR TRUCK DRIVER:

Please provide the following information on your operation:

Do you own your own vehicle? Yes No

If you lease the vehicle, who do you lease it from: _____

What types of insurance do you carry as a trucking service? _____

Do you have a signed contract in place with who you haul for? Yes No

If yes, please attach a copy.

How are you compensated? Hourly By the mile By the load
 Other method, explain: _____

Can you refuse to accept a given load? Yes No

Who purchases the fuel for your vehicle? _____

Who is responsible for maintenance cost of the vehicle? _____

I acknowledge that as a sole proprietor, I am by law not covered by or subject to the Workers' Disability Compensation Act.

I certify the above represents a true and complete statement of my status as an Independent Contractor. I understand a company representative may verify this statement at any time. If requested, I agree to provide documentation to verify my status as a sole proprietor.

Signed: ~~X~~ _____ Date: ~~X~~ _____
(Independent Contractor)

Phone Number: _____ Email Address: _____
(Required)

This form is utilized as a test of the above individual's independent status. By completing this form, it does not automatically remove the above individual's exposure from the audit of the policy period in question. **Additional information may be required.** If independent status is proven, the exposure will not be charged.

CERTIFICATION OF EMPLOYMENT APPLICATION

The Application of Employment/Qualification will remain current for a period of 90 days. At all conclusion of that period, if the Applicant has not heard from and still wished to be considered will need to complete a new Application. It is agreed and understood that if a job offer is extended, Applicant will be required to provide proof of identity and legal work authorization.

I have read, understand and agree to the foregoing and I am seeking employment under these conditions. This certifies that I completed the Application and that all entries are true and accurate to my knowledge.

Applicant Name: _____

Applicant Signature: _____

Date: _____

Employee Direct Deposit Enrollment Form

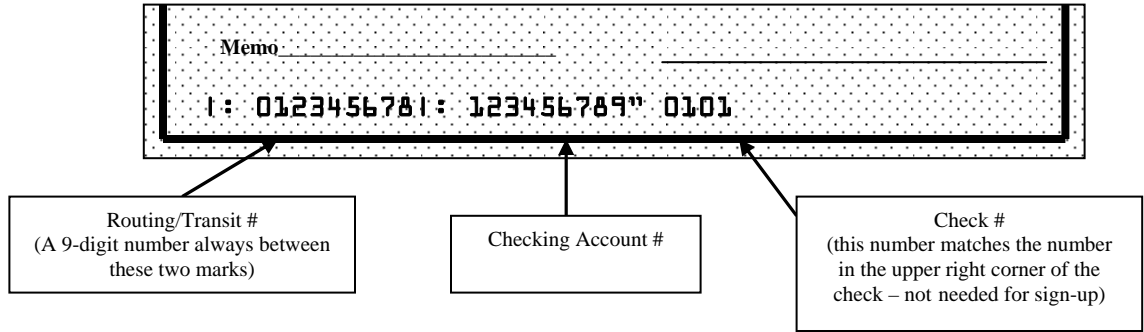


Payroll Manager – Please complete this section and send a copy to ADP for enrollment. (Please print.)

Company Code: _____ Company Name: _____ Employee File Number: _____
 Payroll Mgr. Name: _____ Payroll Mgr. Signature: _____

To enroll in Full Service Direct Deposit, simply fill out this form and give to your payroll manager. Attach a voided check for each checking account - not a deposit slip. If depositing to a savings account, ask your bank to give you the Routing/Transit Number for your account. It isn't always the same as the number on a savings deposit slip. This will help ensure that you are paid correctly.

Below is a sample check MICR line, detailing where the information necessary to complete this form can be found.



IMPORTANT! Please read and sign before completing and submitting.

I hereby authorize ADP to deposit any amounts owed me, as instructed by my employer, by initiating credit entries to my account at the financial institution (hereinafter "Bank") indicated on this form. Further, I authorize Bank to accept and to credit any credit entries indicated by ADP to my account. In the event that ADP deposits funds erroneously into my account, I authorize ADP to debit my account for an amount not to exceed the original amount of the erroneous credit.

This authorization is to remain in full force and effect until ADP and Bank have received written notice from me of its termination in such time and in such manner as to afford ADP and Bank reasonable opportunity to act on it.

Employee Name: _____ Social Security #: _____ - _____ - _____

Employee Signature: _____ Date: _____

Account Information

The last item must be for the remaining amount owed to you. To distribute to more accounts, please complete another form.

Make sure to indicate what kind of account, along with amount to be deposited, if less than your total net paycheck.

1. Bank Name/City/State: _____

Routing Transit #: _____ Account Number: _____

Checking Savings Other I wish to deposit: \$ _____ or Entire Net Amount
2. Bank Name/City/State: _____

Routing Transit #: _____ Account Number: _____

Checking Savings Other I wish to deposit: \$ _____ or Entire Net Amount
3. Bank Name/City/State: _____

Routing Transit #: _____ Account Number: _____

Checking Savings Other I wish to deposit: \$ _____ or Entire Net Amount

ATTENTION PAYROLL MANAGER:

Employers must keep each original employee enrollment form on file as long as the employee is using FSDD, and for two years thereafter.

ADP is a registered trademark of ADP of North America Inc.
 Full Service Direct Deposit (FSDD) is a service mark of Automatic Data Processing, Inc.
 02-184-049 10M Printed in USA ©1999, 1998 Automatic Data Processing, Inc.



INDEPENDENT CONTRACTOR AGREEMENT

Agreement made this ____ day of _____ 20____ by and between GMT LOGISTIC, Inc, MC # 685510, 50706 Varsity Ct, Wixom, MI 48393 and _____ hereafter referred to as ("INDEPENDENT CONTRACTOR") in consideration of the covenants and agreements contained herein, enter into this Independent Contractor Agreement ("AGREEMENT").

1) PROVISION OF SERVICES AND EQUIPMENT

During the time period set forth in Paragraph 2, INDEPENDENT CONTRACTOR shall provide GMT LOGISTIC, INC. transportation related services and the equipment set forth below or in an appendix ("EQUIPMENT"). INDEPENDENT CONTRACTOR represents and warrants that and services to GMT LOGISTIC, INC. Upon taking possession of the Equipment from CONTRACTOR, GMT LOGISTIC, INC. Shall furnish to CONTRACTOR a receipt for termination of this Agreement, CONTRACTOR shall execute a similar receipt for equipment as the written receipt for the return of the Equipment by GMT LOGIST, INC. to CONTRACTOR; provided, however, that the Agreement and GMT LOGISTIC, INC's obligations thereunder shall expire upon the written notice of termination regardless of whether CONTRACTOR submits the receipt required under this provision.

YEAR _____ MAKE _____ UNIT # _____ VIN# _____

2) DURATION OF AGREEMENT

This Agreement shall begin on the date indicated on the signature page and shall remain in effect until terminated in accordance with the provisions of paragraph 4; provided, however, that this Agreement may be terminated at any time in accordance with the provisions of Paragraph 8.

3) TERMINATION

This Agreement may be terminated for any reason by giving fourteen (14) days written notice to that effect to the other party either personally, by mail or by fax machine at the address or fax number shown at the end of this Agreement. INDEPENDENT CONTRACTOR shall, upon the termination of this Agreement, remove all GMT LOGISITIC, INC. identification from the Equipment and return all of the GMT LOGISTIC, INC's property, including trailers, communication equipment, load locks (if owned by GMT LOGISTIC, INC.), paperwork, and freight to GMT LOGISTIC, INC's terminal, or any other location as directed by GMT LOGISTIC, INC. If INDEPENDENT CONTRACTOR fails to return GMT LOGISTIC, INC's property or freight to GMT LOGISTIC, INC. or remove and return all GMT LOGISTIC, INC. Failure to receive property and/or provide services GMT LOGISTIC, INC., can garnish INDEPENDENT CONTRACTOR wages for any expenses occurred by INDEPENDENT CONTRACTOR.

4) INDEPENDENT CONTRACTOR'S RESPONSIBILITIES

a) Compliance with Pertinent Laws and Regulations

- i. **Drivers:** INDEPENDENT CONTRACTOR shall provide competent drivers who meet all of the requirements of the U.S. Department of Transportation ("DOT"), including but not limited to, familiarity and compliance with state and federal motor vehicle safety laws and regulations. For insurance and compliance purposes, all driver provided by INDEPENDENT CONTRACTOR must have at least twenty-four (24) months of verifiable tractor/trailer driving experience and possess a valid Commercial Driver's License with the necessary endorsements from their state of residence. At the request of GMT LOGISTIC, INC. INDEPENDENT CONTRACTOR shall be required to provide necessary classroom and over-the-road training to any drivers hired or leased by INDEPENDENT CONTRACTOR to operate the Equipment pursuant to this Agreement. The parties agree that GMT LOGISTIC, INC., shall have the exclusive right to disqualify any driver provided by INDEPENDENT CONTRACTOR in the event that the driver is found to be unsafe, unqualified pursuant to Federal or State law, in violation with GMT LOGISTIC, INC.'s minimum qualification standards or incompetent, in which case INDEPENDENT CONTRACTOR shall be obligated to furnish another competent, reliable and physically qualified driver that meets the minimum qualification standards set forth by GMT LOGISTIC, INC.
- ii. **Submission of Paperwork:** INDEPENDENT CONTRACTOR shall carry a copy of this Agreement in the Equipment at all time and file with GMT LOGISTIC, INC., on a timely basis, all log sheets and supporting documents (including original toll receipts for GMT LOGISTIC, INC.'s reproduction), physical examination certificates, accident reports, and any other required data, documents, or reports.
- iii. **Shipping Documents:** INDEPENDENT CONTRACTOR agrees that all bills of lading, waybills, freight bills, manifests, or other papers identifying the property carried on the Equipment during the period it is contracted shall be those of GMT LOGISTIC, INC., or as authorized by GMT LOGISTIC, INC., and shall indicate that the property transported is under the responsibility of GMT LOGISTIC, INC. or a GMT LOGISTIC, INC. with which the Equipment has been subcontracted.
- iv. **Drug and Alcohol Testing:** INDEPENDENT CONTRACTOR and/or its drivers shall, as required by 49 C.F.R. §382.103, comply with GMT LOGISTIC, INC.'s Drug and Alcohol Policy, including participation in GMT LOGISTIC, INC.'s random drug and alcohol testing program and any addendums or revisions thereto.
- v. **Safe Operations:** INDEPENDENT CONTRACTOR agrees to operate the Equipment in a safe and prudent manner at all times in accordance with the laws of the various jurisdictions in which the Equipment will be operated and pursuant to the operation authorities of GMT LOGISTIC, INC., and in accordance with all rules related to traffic safety, highway protection and road requirements. Moreover, INDEPENDENT CONTRACTOR agrees that all drivers and/or workers employed by INDEPENDENT CONTRACTOR will comply with the terms of this Agreement while operation the Equipment on behalf of INDEPENDENT CONTRACTOR.

b) Operational Expenses

- i. **Operating Expenses:** INDEPENDENT CONTRACTOR shall, at its sole cost and expense, provide all the Equipment ready to operate in accordance with all D.O.T. regulations, and fully roadworthy plates and shall furnish all necessary state base

plates, oil, fuel, tires, and other parts, supplies and equipment necessary of required for the save and efficient operation and maintenance of the Equipment, including repairs for the operation of such Equipment. INDEPENDENT CONTRACTOR shall pay all expenses incident to the operation of the Equipment, including but not limited to, unauthorize empty milage, highway use taxes, weight taxes, state property or indefinite situs taxes, fuel taxes, registration fees, ferry and unauthorized toll charges, and detention and accessorial charges not collected by GMT LOGISTIC, INC. because of the INDEPENDENT CONTRACTOR's failure to provide the required documentation. Moreover, GMT LOGISTIC, INC. shall pay for all permits, cab cards, and vehicle identification stamps while INDEPENDENT CONTRACTOR is leased to GMT LOGISTIC, INC. INDEPENDENT CONTRACTOR is responsible for full reimbursement to GMT LOGISTIC, INC. for expenses defined by INDEPENDENT CONTRACTOR'S RESPONSIBILITIES under Operational Expenses sections (b)(i) Operating Expenses.

- ii. **License Plates:** Upon request by INDEPENDENT CONTRACTOR, GMT LOGISTIC, INC. shall obtain update plate base plate under the International Registration Plan ("IRP") and provide copy to GMT LOGISTIC, INC.'s. The charges may or may not be incurred by GMT LOGISTIC, INC depending on agreement.
- iii. **Fuel Taxes:** For the purposes of computing and paying all state fuel taxes owed for the Equipment, INDEPENDENT CONTRACTOR shall provide copies of all receipts to GMT LOGISTIC, INC. All fuel charges and state fuel taxes will be charged back to INDEPENDENT CONTRACTOR as allowed for under this Agreement.
- iv. **Maintenance and Inspection:** INDEPENDENT CONTRACTOR shall be solely responsible for maintaining, and shall maintain the Equipment in safe condition and in complete compliance with all laws and regulations of the states in which INDEPENDENT CONTRACTOR operates and the DOT. In order to ensure compliance with all DOT regulations, INDEPENDENT CONTRACTOR shall make the Equipment available for inspection by GMT LOGISTIC, INC upon GMT LOGISTIC, INC 90-day inspection. INDEPENDENT CONTRACTOR shall have the Equipment inspected semi-annually and annually, as required by 49 C.F.R. §396.17, at GMT LOGISTIC, INC.
- v. **Fines:** INDEPENDENT CONTRACTOR or its drivers agree to pay all fines, including but not limited to parking and traffic cines and penalties, imposed for violation of any law or regulation by the state or any locality in which INDEPENDENT CONTRACTOR operates, the DOT, or the Federal Motor GMT LOGISTIC, INC Safety Administration ("FMCSA"), where such violation results, at least partially, from the acts or omissions of INDEPENDENT CONTRACTOR.
- vi. **Overweight and Over Dimensional Shipments:** INDEPENDENT CONTRACTOR shall have the duty to determine that all shipments are in compliance with the size and weight lays of the states in which or though it will travel and to notify GMT LOGISTIC, INC. if the vehicle is overweight or in need of permits before commencing the haul. INDEPENDENT CONTRACTOR warrants that the Equipment is capable of hauling shipments weighing up to 45,000 pounds within the gross vehicle legal weight limits imposed by federal, state, or local enforcement agencies, and INDEPENDENT CONTRACTOR hereby assumes responsibility for any fines or penalties assessed due to a breach of this warranty. Except when the violations result from the acts or omissions of INDEPENDENT CONTRACTOR, GMT

LOGISTIC, INC shall assume the risks and costs of fines for overweight and oversize trailers are preloaded and sealed, or the load is containerized or for improperly permitted over dimension and overweight loads, or the trailer or lading is otherwise outside of INDEPENDENT CONTRACTORS control. INDEPENDENT CONTRACTOR shall pay or reimburse GMT LOGISTIC, INC., for any costs or penalties due to INDEPENDENT CONTRACTOR's failure to weigh each shipment or to notify GMT LOGISTIC, INC. that the vehicle is overweight or in need of permits.

- c) **Cargo Claims:** INDEPENDENT CONTRACTOR shall immediately report all cargo claims, including all overages, shortages, damages, or other exceptions to the cargo, to GMT LOGISTICS, INC. INDEPENDENT CONTRACTOR shall be liable for, but not limited to, delay, shortages, misdeliver and any direct damage claim relating to lost, damages or contaminated loads, arising out of, or in connections with INDEPENDENT CONTRACTOR's services. INDEPENDENT CONTRACTOR will be liable for the insurance deductible as outlined in **Appendix B**. INDEPENDENT CONTRACTOR's shall provide with a written explanation and itemization for each such claim. INDEPENDENT CONTRACTOR is responsible for the report of such claim.
- d) **Use of Trailer:** INDEPENDENT CONTRACTOR agrees to return any trailer provided for its use by GMT LOGISTIC, INC. Trailer and/or equipment should be duty DOT compliant and/or in the same condition as received by INDEPENDENT CONTRACTOR along with any/all equipment and property belonging to GMT LOGISTIC, INC. immediately upon GMT LOGISTIC, INC's request or upon termination of this Agreement at a time and place designated by GMT LOGISTIC, INC. In the even that trailer is not DOT compliant condition as is was when delivered by GMT LOGISTIC, INC., INDEPENDENT CONTRACTOR hereby authorizes GMT LOGISTIC, INC. to restore the trailer to proper condition and to deduct or charge INDEPENDENT CONTRACTOR for such repairs or reconditioning. In the event INDEPENDENT CONTRACTOR for any reason fails to comply with this provision, expense and costs incurred by GMT LOGISTIC, INC. in recovery of its trailer and/or property, INDEPENDENT CONTRACTOR agrees to reimburse GMT LOGISTIC, INC. for all reasonable expense and cost incurred by GMT LOGISTIC, INC. in recover of its trailer and/or property from INDEPENDENT CONTRACTOR or its drivers. INDEPENDENT CONTRACTOR agrees that in the event it is necessary for GMT LOGISTIC, INC. to enter upon private property and/or remove private property in order to recover its trailer and/or property, INDEPENDENT CONTRACTOR does hereby irrevocably grant GMT LOGISTIC, INC. or its duly authorized agents, permission to do so and further agrees to save and hold harmless GMT LOGISTIC, INC., or its duly authorized agents from and form of liability whatsoever in connection with such repossession. INDEPENDENT CONTRACTOR shall be liable for, and pay the entire amount, or the insurance deductible(s), as described in **Appendix B**, for each incident involving direct, indirect and consequential damage, including but not limited to, towing charges, replacements costs for a total loss, and reasonable attorney's fees, arising out of, or in connections with INDEPENDENT CONTRACTORS's use of GMT LOGISTIC, INC. trailers, GMT LOGISTIC, INC. customer's trailers, other equipment of GMT LOGISTIC, INC. INDEPENDENT CONTRACTOR agrees and warrants that any trailer provided for use by GMT LOGISTIC, INC. will only be used by INDEPENDENT CONTRACTOR or its drivers to transport shipments tendered to INDEPENDENT CONTRACTOR by GMT LOGISTIC,

INC. INDEPENDENT CONTRACTOR is required to follow the Acceptance/Return Trailer Policy stated in **Appendix C**.

- e) **Insurance:** The responsibilities and obligations between GMT LOGISTIC, INC. and INDEPENDENT CONTRACTOR involving insurance shall be as specified in paragraph 6(d) and in **Appendix B**. GMT LOGISTIC, INC. shall have no insurance responsibilities or obligations pertaining to INDEPENDENT CONTRACTOR other than those expressly stated in this Agreement or mandated by law.
- f) **Accidents and Claims:** INDEPENDENT CONTRACTOR shall immediately report any accident or potential claim to GMT LOGISTIC, INC. involving operations under this Agreement, including INDEPENDENT CONTRACTOR's written report of such accident or claim. In the event INDEPENDENT CONTRACTOR fails to notify GMT LOGISTIC, INC. of the accident within one (1) hour from the time of the accident or claim, INDEPENDENT CONTRACTOR shall be liable for any and all damages resulting from that failure to notify, including but not limited to consequential damages, fines, claims by third parties and reasonable attorney fees. INDEPENDENT CONTRACTOR and its drivers shall cooperate fully with GMT LOGISTIC, INC. in the conduct of any legal action, regulatory hearing, or other similar process arising from the operation of the Equipment, the relationship created by this Agreement or the services performed hereunder. INDEPENDENT CONTRACTOR shall, upon GMT LOGISTIC, INC.'s request provide written reports or affidavits, attend hearings and trials and assist in securing evidence or obtaining the attendance of witnesses. INDEPENDENT CONTRACTOR shall provide GMT LOGISTIC, INC. with any assistance as may be necessary for GMT LOGISTIC, INC. or GMT LOGISTIC, INC.'s representatives or insurers to investigate, settle or litigate any accident, claim or potential claim by or against GMT LOGISTIC, INC.
- g) **Hold Harmless:** INDEPENDENT CONTRACTOR agrees to defend indemnify and hold harmless GMT LOGISTIC, INC. from any direct, indirect and consequential loss, damage, fine, expense, including reasonable attorney's fees, action, claim for injury to persons, including death and damage to property INDEPENDENT CONTRACTOR's obligations under this Agreement or breach thereof. This provision shall remain in full force and effect both during and after the termination of this Agreement.
- h) **Communication Equipment:** In the event that GMT LOGISTIC, INC. makes the decision to install a communication system or satellite-tracking device for each power unit leased to GMT LOGISTIC, INC. under this Agreement, INDEPENDENT CONTRACTOR agrees to use this equipment as directed by GMT LOGISTIC, INC.

5) GMT LOGISTIC, INC'S RESPONSIBILITIES

- a) **Exclusive Possession and Responsibility:** The Equipment shall be for GMT LOGISTIC, INC.'s exclusive possession, control and use for the duration of this Agreement. As such INDEPENDENT CONTRACTOR shall not operate the Equipment for any other Motor Carrier other than GMT LOGISTIC, INC. or entity during the term of this Agreement without prior written consent from GMT LOGISTIC, INC. GMT LOGISTIC, INC., shall assume complete responsibility for the operation of the Equipment for the duration of this Agreement. This subparagraph is set forth solely to conform with DOT regulations and shall not be used for any other purposes, including any attempt to classify the INDEPENDENT CONTRACTOR as an employee of GMT

LOGISTIC, INC. Nothing in the provisions required by 49 C.F.R 376.12(c)(1) is intended to affect whether the INDEPENDENT CONTRACTOR or any driver provided by the INDEPENDENT CONTRACTOR is an INDEPENDENT CONTRACTOR or an employee of the GMT LOGISTIC, INC. An INDEPENDENT CONTRACTOR relationship may exist when GMT LOGISTIC, INC. complies with 49 U.S.C §14102 and attendant administrative requirements.

- b) **Receipt for Equipment:** Upon taking possession of the Equipment from INDEPENDENT CONTRACTOR, GMT LOGISTIC, INC, shall furnish to INDEPENDENT CONTRACTOR a receipt for equipment, which shall constitute the receipt require by 49 C.F.R. §376.11(b). Upon termination of this Agreement, INDEPENDENT CONTRACTOR shall execute a similar receipt for equipment as the written receipt for the return of the Equipment by GMT LOGISTIC, INC. to INDEPENDENT CONTRACTOR; provided, however, that the Agreement and GMT LOGISTIC, INC.'s obligations thereunder shall expire upon the termination of this Agreement regardless of whether INDEPENDENT CONTRACTOR submits the receipt for the equipment required under this provision.
- c) **Identification of Equipment:** GMT LOGISTIC, INC. shall identify the Equipment in accordance with the requirements of FMCSA, DOT and appropriate state regulatory agencies. GMT LOGISTIC, INC. shall have the right to place and maintain on the Equipment GMT LOGISTIC, INC's name and any lettering advertisement, slogans or designs as GMT LOGISTIC, INC may choose. GMT LOGISTIC, INC shall be responsible for expense of basic identifying decals and lettering showing equipment is running under contract with GMT LOGISTIC, INC.; any additional decal work will be the responsibility of the INDEPENDENT CONTRACTOR. Should INDEPENDENT CONTRACTOR leave GMT LOGISTIC, INC. prior to completing twelve (12) months of service, INDEPENDENT CONTRACTOR will reimburse GMT LOGISTIC, INC for the identification decals, application, etc. INDEPENDENT CONTRACTOR at GMT LOGISTIC, INC.'s cost and expense, shall allow GMT LOGISTIC, INC or any of GMT LOGISTIC, INC.'s authorized agents to remove such identification at the time of termination of this Agreement or while operation such Equipment for any purpose other than conducting GMT LOGISTIC, INC's business. INDEPENDENT CONTRACTOR further agrees to keep the Equipment in clean appearance and identified as described herein, at its sole cost and expense.
- d) **Insurance:** Unless authorized to be self-insured, GMT LOGISTIC, INC. shall maintain public liability, property damage, and cargo insurance in such amounts as are requires by the DOT, and applicable state regulatory agencies. GMT LOGISTIC, INC. shall maintain insurance coverage for the protection of the public pursuant to the DOT's regulations under 49 U.S.C. §13906. GMT LOGISTIC, INC.'s self-insurance or possession of legally required insurance in no way restricts GMT LOGISTIC, INC.'s right of indemnification from INDEPENDENT CONTRACTOR under Paragraph 5(g) and other provisions of this agreement.

6) INDEPENDENT CONTRACTOR NOT EMPLOYEE OF GMT LOGISTIC, INC.

It is expressly understood and agreed that INDEPENDENT CONTRACTOR is an Independent Contractor for the Equipment and driver services provided pursuant to this Agreement, and that INDEPENDENT CONTRACTOR agrees to defend, indemnify and hold

GMT LOGISTIC, INC. harmless for any claims, suits, or actions including reasonable attorney's fees in protecting GMT LOGISTIC, INC.'s interests brought by employees, any union, the public, or state or federal agencies, arising out of the operation of Equipment pursuant to this Agreement. In this regard, INDEPENDENT CONTRACTOR hereby assumes full control and responsibility for all hours scheduled and worked; wages, salaries, workers compensation and unemployment insurance, state and federal taxes, fringe benefits, and all other costs relating to the use of drivers provided by INDEPENDENT CONTRACTOR pursuant to this Agreement. Proof of such control and responsibility shall be submitted by INDEPENDENT CONTRACTOR to GMT LOGISTIC, INC. as requires by GMT LOGISTIC, INC. and may include, but not be limited to proof of highway use tax being currently paid when the INDEPENDENT CONTRACTOR purchases the license; INDEPENDENT CONTRACTOR drivers and a certificate of insurance containing a 30-day notice of change and/or cancellation clause. For the purposes of this sections, the term INDEPENDENT CONTRACTOR refers to the owner of this Equipment as well as drivers that may be operation the Equipment on behalf of the owner. As required by law, GMT LOGISTIC, INC. agrees to file information tax returns (Form 1099) on behalf of INDEPENDENT CONTRACTOR if INDEPENDENT CONTRACTOR is paid more than the statutory amount compensation during a calendar year. Agree that GMT LOGISTIC, INC., with pay the salary and report all income in the (Form 1099) and meet all requirements of income reporting by the Internal Revenue Service (IRS) for Independent Contractors pay.

7) BREACH

Notwithstanding anything to the contrary in this Agreement, this Agreements may be terminated at any time, by either party in the event of a breach by the other of any term or obligation contained in this Agreement. In the event of a breach and when practicable, written notice shall be served upon the breaching party, notifying suck party of the breach and the termination of the Agreement and reason(s) therefore. If, in GMT LOGISTIC, INC.'s judgements, INDEPENDENT CONTRACTOR has subjected to GMT LOGISTIC, INC to liability because of INDEPENDENT CONTRACTOR's acts or omissions, GMT LOGISTIC, INC. may take possession of the leading entrusted to INDEPENDENT CONTRACTOR and complete performance. In such event, INDEPENDENT CONTRACTOR shall waive any recourse against GMT LOGISTIC, INC. for such action and INDEPENDENT CONTRACTOR shall reimburse GMT LOGISTIC, INC. for all direct or indirect costs, expenses, or damages including reasonable attorney's fees incurred by GMT LOGISTIC, INC. as a result of GMT LOGISTIC, INC.'s taking possession of the lading a completing performance.

8) SETTLEMENT PERIOD

GMT LOGISTIC, INC. shall settle with INDEPENDENT CONTRACTOR with respect to services provided under this Agreement within seven (7) days after INDEPENDENT CONTRACTOR's submission in proper form, of those documents necessary for GMT LOGISTIC, INC. to secure payment, including, but not necessarily limited to, the signed freight bill, delivery receipt or bill of lading, and properly completed logs as requires by the DOT. With respect to final settlements upon termination of this Agreement, the failure on the pard of CONTRACTOR to remove and return to GMT LOGISTIC, INC. all identification devices of GMT LOGISTIC, ING. or a letter certifying their removal shall entitle GMT

LOGISTIC, INC. to withhold any payments owed to INDEPENDENT CONTRACTOR, including any escrow funds, until such obligation is met.

9) INDEPENDENT CONTRACTOR NOT REQUIRED TO PURCHASE PRODUCTS, EQUIPMENT, OR SERVICES FROM GMT LOGISTIC, INC.

INDEPENDENT CONTRACTOR is not required to purchase or rent any products, equipment, or services from GMT LOGISTIC, INC. as a condition of entering into this Agreement.

10) CHARGE BACK

GMT LOGISTIC, INC. shall charge back to INDEPENDENT CONTRACTOR at the time of payment or settlement, any expenses GMT LOGISTIC, INC. has borne that, under this Agreement, INDEPENDENT CONTRACTOR is obligated to bear. Such expenses shall be deducted from the amount of INDEPENDENT CONTRACTOR's compensation and shall include, but not be limited to, those expenses set forth in **Appendix A** of this Agreement. The amount of each item to be charged back to CONTRACTOR shall be computed based on the actual cost of expense incurred by GMT LOGISTIC, INC. and any administrative fee or mark-up disclosed in **Appendix A** or elsewhere in this Agreement or any addendum there to GMT LOGISTIC, INC shall provide INDEPENDENT CONTRACTOR written itemization and documentation of all charge backs at the time of making such charge backs.

11) FINAL SETTLEMENT

With respect to final settlement, the failure on the part of INDEPENDENT CONTRACTOR to allow GMT LOGISTIC, INC. to remove and recover all identification devices and other property belonging to GMT LOGISTIC, INC. shall constitute a breach of this Agreement. Such breach shall entitle GMT LOGISTIC, INC. to withhold any payments owed to INDEPENDENT CONTRACTOR until such obligations are met. Once all obligations are met, as described in the Paragraph 12, GMT LOGISTIC, INC. will issue a final settlement, no later than fifteen (15) days from the date all such obligation of the INDEPENDENT CONTRACTOR are met. The parties agree that, in addition to any other right, remedy or claim GMT LOGISTIC, INC. may have, INDEPENDENT CONTRACTOR shall pay GMT LOGISTIC, INC. \$50.00 per day for INDEPENDENT CONTRACTOR's failure to remove and return such property.

12) ESCROW FUNDS

No escrow funds are currently required.

13) PASSENDER AUTHORIZATION

INDEPENDENT CONTRACTOR shall not allow any passengers to ride in the Equipment unless authorized in writing by GMT LOGISTIC, INC. as required by law. Before

passenger authorization will be given by GMT LOGISTIC, INC., INDEPENDENT CONTRACTOR (or its driver) and the passenger requesting authorization shall submit a fully executed Passenger Authorization and Release of Liability Form to GMT LOGISTIC, INC. for prior approval.

14) LOADING AND UNLOADING

In the event the shipper or consignee does not assume loading and unloading responsibilities, INDEPENDENT CONTRACTOR shall be responsible for the loading and unloading of property transported on behalf of GMT LOGISTIC, INC. INDEPENDENT CONTRACTOR is fully reimbursed with receipt of lumper.

15) CONFIDENTIALITY AND NON-COMPETE AGREEMENT

- a) **Confidentiality**: INDEPENDENT CONTRACTOR hereby recognizes and acknowledges that any list of GMT LOGISTIC, INC.'s customers, as it may exist now or from time to time, is a valuable, special, and unique asset of the business of GMT LOGISTIC, INC. INDEPENDENT CONTRACTOR agrees, during or after the term of this Agreement, not to disclose the list of GMT LOGISTIC, INC.'s customers or any part thereof to any person, firm, corporation, association, or other entity for any reason or purpose whatsoever. INDEPENDENT CONTRACTOR further agrees that upon termination of this Agreement for any reason no to contact, directly or indirectly, any of GMT LOGISTIC, INC.'s customers for the purposes of obtaining the business for, or on behalf of, any person, firm, corporation, association, or any other entity. INDEPENDENT CONTRACTOR agrees to preserve as "Confidential Matters", all trade secrets, know-how and information relating to GMT LOGISTIC, INC.'s business, forms, processes, developments, sales and promotional systems, prices, and operations, which information may be obtained from specifications, drawings, blueprints, reports, disclosures, reproductions, books, records, or other contractors, and other sources of any kind resulting from this Agreement. INDEPENDENT CONTRACTOR agrees to regard such Confidential Matters as the sole property of GMT LOGISTIC, INC. and shall not publish, disclose or disseminate the same to others without the written consent of GMT LOGISTIC, INC. during the terms of this Agreement and subsequent thereto. In the event of any breach or threatened breach by INDEPENDENT CONTRACTOR of the provisions of this paragraph, GMT LOGISTIC, INC. shall be entitled to an injunction, restraining INDEPENDENT CONTRACTOR from disclosing, in whole or in part, the list of GMT LOGISTIC, INC.'s customers and all other confidential matters; restraining INDEPENDENT CONTRACTOR from contacting, subsequent to the term of this Agreement with GMT LOGISTIC, INC., any of GMT LOGISTIC, INC.'s customers; or from rendering any service to any person, firm, corporation, association or other entity to whom such list, in whole or in part, has been disclosed or said to be disclosed. Nothing hereunder shall be construed as prohibiting GMT LOGISTIC, INC. from pursuing any remedies available to GMT LOGISTIC, INC. at law or in equity for such breach including the recover of monetary damages from INDEPENDENT CONTRACTOR.
- b) **Non-Compete**: INDEPENDENT CONTRACTOR, in consideration of GMT LOGISTIC, INC. entering into this Agreement, hereby consents and agrees, during the term of this agreement and for a period of one (1) year after its termination not to engage, directly or

indirectly, either individually or as an employee, officer, director, shareholder, owner, partner, contractor, or consultant in any entity, in soliciting, transporting, or handling business of any customers of GMT LOGISTIC, INC. served by GMT LOGISTIC, INC. while INDEPENDENT CONTRACTOR was under contract to GMT LOGISTIC, INC. In addition, during the term of this Agreement and for a period on one (1) year after its termination, INDEPENDENT CONTRACTOR agrees not to solicit, employ or entice any employees of GMT LOGISTIC, INC. or contractors under contract to GMT LOGISTIC, INC. from their relationship with GMT LOGISTIC, INC. The parties agree that INDEPENDENT CONTRACTOR shall pay GMT LOGISTIC, INC. as liquidated damages and not as a penalty, an amount equal to thirty-five percent (35%) of the gross revenue of any and all business obtained by INDEPENDENT CONTRACTOR by virtue of INDEPENDENT CONTRACTOR's breach of this non-compete agreement for a period of one (1) year thereafter as just and reasonable compensation to GMT LOGISTIC, INC, and the parties further agree that INDEPENDENT CONTRACTOR shall pay GMT LOGISTIC, INC. all costs of collection these liquidated damages, including reasonable attorney fees. If requested, INDEPENDENT CONTRACTOR shall provide GMT LOGISTIC, INC., within ten (10) days of such request, all information and documentation regarding such gross revenues to assist GMT LOGISTIC, INC. in verifying that the correct amount of liquidated damages is paid. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be void, illegal or invalid, the remaining provisions shall nevertheless be binding with the same force and effect as if the void, illegal or invalid parts were deleted.

16) BENEFIT

This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors.

17) NOTICE

All notice provisions of this Agreements shall be in writing delivered personally, by postage prepaid, first class mails, or by facsimile machine to the addresses or fax number shown at the end of this Agreement.

18) COMPLETE AGREEMENT

This Agreement, including any Appendices attached, constitutes the sole, entire, and existing agreement between the parties herein, and supersedes all prior agreements and undertaking, oral and written, expressed or implied, or practices, between the parties, and expresses all obligations and restrictions imposed on each of the respective parties during its term, except those specifically modified or changed my mutual written agreement between GMT LOGISTIC, INC. and INDEPENDENT CONTRACTOR. This Agreement shall be deemed to have been drawn in accordance with the statues and laws of the State of Michigan and in the event of any disagreement or litigation, the lays of this state shall apply and suit must be brought in the governing county where GMT LOGISTIC, INC. resides in the state of Michigan, except that GMT LOGISTIC, INC. may bring suit against INDEPENDENT CONTRACTOR in any state where INDEPENDENT CONTRACTOR resides or is located.

IN WITNESS WHEREOF, GMT LOGISTIC, INC. and INDEPENDENT CONTRACTOR do hereby sign this Agreement in the state of Michigan. On this ____ day of _____ 20____, the effective date of this Agreement.

GMT LOGISTIC, INC.

INDEPENDENT CONTRACTOR

BY:

BY:

X _____
GMT LOGISTIC, INC

X _____
INDEPENDENT CONTRACTOR

ADDRESS:

ADDRESS:

SSN/EIN: _____

DATE: _____

DATE: _____

WITNESS

BY:

X _____
WITNESS

ADDRESS:

DATE: _____

APPENDIX A

Independent Contractors Compensation

1) INDEPENDENT CONTRACTOR SHARE OF REVENUE

Unless otherwise agreed to in writing between the parties, GMT LOGISTIC, INC., shall pay INDEPENDENT CONTRACTOR 90% of the linehaul revenue as billed to the customer.

2) CHARGE BACK ITEMS

Pursuant to Paragraph 11 of this Agreement, the following expenses, if initially paid for on behalf of INDEPENDENT CONTRACTOR by GMT LOGISTIC, INC., shall be charged back and deducted from INDEPENDENT CONTRACTORs compensation.

- a)** Advances in Compensation
- b)** Fuel Taxes; in accordance with GMT LOGISTIC, INC fuel tax procedures
- c)** Accident costs as set forth in Paragraph 5(f) and **Appendix B**
- d)** Cargo Claims as set forth in Paragraph 5(c) and **Appendix B**
- e)** Trailer damage claims set forth in Paragraph 5(d)
- f)** Insurance costs for coverages obtained though GMT LOGISTIC, INC.
- g)** Trailer Lease
- h)** All other expenses for which INDEPENDENT CONTRACTOR is responsible for under the Agreement, Including all appendices to same.
- i)** Park Lot

APPENDIX B

Insurance

It shall be GMT LOGISTIC, INC.'s responsibility, pursuant to DOT regulations to provide public liability, property damage, and cargo liability insurance for the equipment at all times while the equipment is being operated on behalf of GMT LOGISTIC, INC. However, GMT LOGISTIC, INC.'s possession of such insurance shall in no way affect GMT LOGISTIC, INC.'s rights of indemnification against CONTRACTOR as provided for in this Agreement.

INDEPENDENT CONTRACTOR is required to carry, in force, non-trucking use liability or "bobtail" insurance in the amount of \$1,000,000 with the GMT LOGISTIC, INC. names as additional insured and certificate holder.

INDEPENDENT CONTRACTOR shall provide workers' compensation insurance coverage for all of its employees, agents or anyone driving the Equipment in amounts not less than the statutory limits required by applicable state law. If INDEPENDENT CONTRACTOR is the sole owner and the sole exclusive operator of the vehicle that is driven exclusively by INDEPENDENT CONTRACTOR under this Agreement, the INDEPENDENT CONTRACTOR may, as an alternative to obtaining worker's compensation coverage, obtain an occupational accident insurance policy that is acceptable to GMT LOGISTIC, INC. at his sole discretion. INDEPENDENT CONTRACTOR agrees to hold harmless and indemnify GMT LOGISTIC, INC. and any affiliates against any award by a worker's compensation and/or benefits by court, similar administrative body, or court of law.

INDEPENDENT CONTRACTOR shall furnish to GMT LOGISTIC, INC. written certificates obtained from INDEPENDENT CONTRACTOR's insurance GMT LOGISTIC, INC. showing that all insurance coverages required above have been procured from an "A" rated company, are being properly maintained, and the premiums therefore are paid specifying the name of the insurance GMT LOGISTIC, INC., the policy number, the expiration date naming GMT LOGISTIC, INC as an additional names insured and further showing that written notice of cancellation or modification of the policy shall be given to GMT LOGISTIC, INC. at least thirty (30) days prior to such cancellation or modification.

In addition to the insurance coverages requires under this Agreement, it is INDEPENDENT CONTRACTOR's responsibility to procure, carry and maintain any fire, theft, uninsured and/or underinsured motorist, and physical damage (collision), or other insurance coverage that INDEPENDENT CONTRACTOR may desire for the Equipment of the INDEPENDENT CONTRACTOR's health care or other needs. As provided in this Agreement, INDEPENDENT CONTRACTOR holds GMT LOGISTIC, INC. harmless with respect to loss of or damage to INDEPENDENT CONTRACTOR's Equipment, trailer, or other property, and GMT LOGISTIC, INC. has no responsibility to procure, carry, or maintain any insurance covering loss of or damage to INDEPENDENT CONTRACTOR Equipment, trailer or other property. INDEPENDENT CONTRACTOR acknowledges that GMT LOGISTIC, INC. may, and INDEPENDENT CONTRACTOR hereby authorizes, GMT LOGISTIC, INC to waive and reject no-fault, uninsured and underinsured motorist coverage from GMT LOGISTIC, INC.'s insurance policies to the extent allowed under Michigan Law (or such other state law where the Equipment

is principally garaged) and INDEPENDENT CONTRACTOR shall cooperate in the completion of all necessary documentation for such waiver, election or rejection.

INDEPENDENT CONTRACTOR agrees to defend, indemnify and hold harmless GMT LOGISTIC, INC. from any direct, indirect and consequential loss, damage, fine, expense, including reasonable attorney fees, actions, claim for injury to persons, including death, and damage to property which GMT LOGISITC, INC. may incur arising out of or in connection with INDEPENDENT CONTRACTOR's failure to maintain the insurance coverages require by this Agreement. In addition, INDEPENDENT CONTRACTOR, on behalf of its insured, expressly waives all subrogation rights against GMT LOGISTIC, INC. and in the event of a subrogation actions brought on by INDEPENDENT CONTRACTOR's insured, INDEPENDENT CONTRACTOR agrees to defend, indemnity and hold harmless GMT LOGISTIC, INC. from such claim.

INDEPENDENT CONTRACTOR may at INDEPENDENT CONTRACTOR's option, authorize GMT LOGISTIC, INC. to administer, on INDEPENDENT CONTRACTOR's behalf, the insurance coverage required by this Agreement, in which case INDEPENDENT CONTRACTOR will be charged back for all of the GMT LOGISTIC, INC.'s expense and cost in obtaining and administering such coverage. In addition, if INDEPENDENT CONTRACTOR fails to provide proper evidence of the purchase or maintenance of the insurance requires above the GMT LOGISTIC, INC. is authorized but not requires to obtain such insurance at its expense and charge INDEPENDENT CONTRACTOR all costs incurred by GMT LOGISTIC, INC. In obtaining and administering such coverage on INDEPENDENT CONTRACTOR's behalf. INDEPENDENT CONTRACTOR recognizes that GMT LOGISTIC, INC. is not in the business of selling insurance, and any insurance coverage requested by INDEPENDENT CONTRACTOR from GMT LOGISTIC, INC. is subject to all of the terms, conditions and exclusions of the actual policy issues by the insurance underwriter selected by INDEPENDENT CONTRACTOR. GMT LOGISTIC, INC. shall ensure that INDEPENDENT CONTRACTOR is provided with a certificate of insurance for each insurance policy under which the INDEPENDENT CONTRACTOR selects coverage from the insurance underwriter, and GMT LOGISTIC, INC. shall provide INDEPENDENT CONTRACTOR with a copy of each policy upon request by INDEPENDENT CONTRACTOR.

If GMT LOGISTIC, INC. is facilitating any insurance coverage for INDEPENDENT CONTRACTOR and the cost to the INDEPENDENT CONTRACTOR for, or other details of, any coverage changes from the information listed in the attached "Certificate of Insurance", INDEPENDENT CONTRACTOR will be notified by personal delivery, fax, or other written notice. In any event INDEPENDENT CONTRACTOR shall not be subject to any change until ten (10) calendar days after such notice or such later time as is set forth in the notice. INDEPENDENT CONTRACTOR's failure by the end of the ten (10) calendar days after such notice, to notify GMT LOGISTIC, INC. of any objection to the change shall constitute INDEPENDENT CONTRACTOR's express consent and authorization to GMT LOGISTIC, INC. to implement the change and modify accordingly the deductions from INDEPENDENT CONTRACTOR settlement compensation, beginning immediately after the ten (10) day period. Such modified amounts shall replace and supersede those shown in the Certificate of Insurance and GMT LOGISTIC, INC. shall not have an obligation to also provide a revised Certificate of Insurance. If INDEPENDENT CONTRACTOR fails to notify GMT LOGISTIC, INC. of any objection within the ten (10) day period, or if INDEPENDENT CONTRACTOR notifies GMT

LOGISTIC, INC. of its objection withing the ten (10) day period and INDEPENDENT CONTRACTOR and GMT LOGISTIC, INC. is unable to resolve the matter to our mutual satisfaction, INDEPENDENT CONTRACTOR and GMT LOGISTIC, INC. shall have the right to terminate this Agreement effective immediately upon the change becoming effective (although INDEPENDENT CONTRACTOR shall remail subject to change until the INDEPENDENT CONTRACTOR termination's effective date and time).

INDEPENDENT CONTRACTOR

BY:

X
INDEPENDENT CONTRACTOR

DATE: _____