



**High Risk  
High Value  
Addendum Agreement**

**Authorized Carrier Representative Information:**

**Name: Jay Henry  
Title: Owner  
Phone Number: 972-804-0019  
Email: JLUntedFreight@gmail.com**

**APPENDIX D TO MOTOR CARRIER TRANSPORTATION AGREEMENT  
SPECIAL OPERATIONAL REQUIREMENTS FOR HIGH RISK COMMODITIES**

Based on its Customers' requirements, BROKER has developed the security requirements detailed in the Agreement, including those in this Appendix, (collectively, the "Security Requirements") to set forth the minimum requirements for safeguarding Customers' cargo particularly susceptible to theft, including high value cargo (over \$100,000 per trailer or container), consumer electronics, food, tires, consumer goods, clothing, alcohol, finished goods or other commodities easily converted to cash (collectively, "High Risk Cargo") while such High Risk Cargo is in the possession, care, or control of any CARRIER Representative.

**1. DEFINED TERMS.**

Terms with initial capital letters used in this Appendix will have the meaning given such terms in the Agreement of which this Appendix is a part. The use in this Appendix of the word "including" means "including, without limitation."

**2. GENERAL SECURITY REQUIREMENTS.**

- a. Security Requirements Implementation. CARRIER will comply with the Security Requirements at all times when transporting High Risk Cargo or when the High Risk Cargo is in the possession, care, or control of any CARRIER Representative. CARRIER acknowledges and agrees that (1) these Security Requirements have been established to meet the requirements of BROKER's Customers, (2) the Security Requirements are the minimum requirements required by the Customers and BROKER, and (3) neither BROKER nor any of its Customers represent that the Security Requirements are sufficient to protect the High Risk Cargo from loss or damage. Nothing herein shall prevent CARRIER from enhancing its existing security practices and procedures or implementing any security measures in addition to the Security Requirements as required and/or needed as determined by CARRIER.
- b. Security Requirements in the Agreement. The "Security Requirements" include, but are not limited to, and CARRIER will comply with and will cause the CARRIER Representatives to comply with the following:
  1. the security-related obligations in the Agreement, including those in Sections 3(c), 3(h), 3(i) and 3(l); and
  2. the high risk/high value procedures specified by BROKER or its Customers from time to time and in effect at the time any High Risk Cargo is tendered (collectively, the "High Risk Procedures"). The High Risk Procedures establish the processes and procedures the driver must follow prior to and while having custody of the High Risk Cargo. The High Risk Procedures in effect upon execution of this Appendix are set forth in Schedule 1 to this Appendix.
  3. Any other requirements included on a Customer Specific Addendum attached as Schedule 3 to this Appendix.
- c. Communication of the Security Requirements. CARRIER shall make the terms of the Security Requirements known to all CARRIER Representatives involved in the handling, storage or movement of High Risk Cargo prior to their involvement in activities related to High Risk Cargo.

**3. CARRIER PERSONNEL.**

- a. Background Investigation. CARRIER agrees that each driver, dispatcher or warehouse worker, whether engaged as an employee, agent or contractor, (each a "Key Representative") who is involved in activities regarding High Risk Cargo will complete and pass the criminal background checks and drug testing set forth below before performing any Transportation Services:
  1. Criminal Background Checks: A background check of no less than the DOT requirement for drivers is required of all Key Representatives, which records will be subject to audit at BROKER's or its Customer's request. Drivers having any of the following violations will be disqualified (within the last 7 years or within the limit imposed by state law for background screens):
    - Felony involving a motor vehicle and felony hit and run
    - Manslaughter or negligent homicide involving a motor vehicle
    - Sexual offenses, assault, battery, aggravated battery, or mayhem
    - Any felony conviction within the previous 7 years (if records are available under state law and allowed to be used in employment decisions)
    - Any drug-related, theft, fraud, or dishonesty conviction within the previous 7 years (if records are available under state law and allowed to be used in employment decisions).
  2. Drug Testing: Drug screening no less than the DOT requirement is required of all drivers, whether such drivers are engaged as employees, agents or contractors, who are involved in activities regarding High Risk Cargo, which drug screenings will be subject to audit at BROKER's or its Customer's request. No positive drug screening test results are allowed. CARRIER will not accept a prescription for medical marijuana as a legitimate medical excuse for a positive test result, unless otherwise required by state law, and in that event, it must advise BROKER so that BROKER can consult with its Customer regarding safety concerns. CARRIER will report all drug samples positive for marijuana as a positive test result.
- b. Restricted Access. CARRIER will prohibit access to any processes, equipment, and/or facilities where High Risk Cargo is handled, transported, and/or stored by any individual who has a record of any criminal conviction involving offenses including theft, drugs, assault, battery, and menacing or combative behavior. In addition, CARRIER will also limit access to any processes, equipment, and/or facilities where High Risk Cargo is handled, transported, and/or stored to those CARRIER Representatives directly involved in performing Transportation Services for the High Risk Cargo.
- c. Key Representative Training. CARRIER must develop and provide security training to its Key Representatives covering the care and handling of High Risk Cargo and specific training for drivers relating to cargo hijacking and in-transit security ("Training"). CARRIER must ensure that its agents and contractors provide Training to their Key Representatives. CARRIER must maintain documentation regarding the content and frequency of Training, personnel attending, and minimum satisfactory grading for successful completion of the Training
- d. Screening of Agents and Contractors. CARRIER must perform due diligence, including the background investigations required under Section 3(a) above, in screening and selecting all prospective agents and contractors, must maintain the results of such due diligence inquiries, and must provide such due diligence documentation to BROKER upon request.



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4.

**CARGO SECURITY AND TRACKING.**

- a. **Equipment Inspection.** CARRIER will implement a documented physical inspection process for trailers, containers and chassis and require the CARRIER Representatives to comply with the inspection process. While the Customer may also conduct a physical inspection of delivery vehicles, trailers, containers and chassis, CARRIER will remain responsible and liable for the security of the equipment.
- b. **Supervised Loading.** If CARRIER is requested to provide live load services and the consignor does not prohibit drivers from accessing the dock and trailer during loading, then CARRIER's authorized driver will be present during loading of High Risk Cargo.
- c. **Procedures for Stops in Transit.** CARRIER will develop and maintain procedures for all stops in transit as well as for instances when the High Risk Cargo arrives at its final destination before or after the scheduled delivery time. Such procedures must include, at a minimum, steps for notifying CARRIER's dispatch service, securing and monitoring the delivery vehicle (e.g., park in a lighted area, secure the tractor, do not leave the truck running, back up the truck to a wall), and using truck disabling techniques. Drivers shall not leave equipment containing High Risk Cargo unattended without following such procedures and will plan their routing so that such procedures can be followed before expiration of time permitted under the federal Hours-of-Service regulations (49C.F.R. Part 395). For team drivers, CARRIER shall cause at least one driver to remain with the equipment containing the High Risk Cargo at all times during the transportation to the designated destination.
- d. **Communication and Location System.** CARRIER will ensure that all delivery vehicles used for carrying High Risk Cargo are equipped with a suitable communications system that will allow drivers to be in constant communication with CARRIER's dispatch service, and that will allow them to request assistance in the event of an emergency. In addition, CARRIER shall develop and implement methods for the constant tracking and monitoring of the delivery vehicle's location while in route to the delivery destination. It is recommended that CARRIER or the CARRIER Representatives equip their trailers with untethered Global Positioning System ("GPS") to allow such constant tracking and monitoring. The effective use of such methods will permit the continuous monitoring and tracking of the delivery vehicle, real-time security and safety alert communications, and the capability to report cargo security incidents on a real-time basis to CARRIER, BROKER, and appropriate law enforcement agencies.

5. **SHIPMENT INTEGRITY.**

- a. **Shipping Document Security.** CARRIER shall protect all shipping documentation as Confidential Information under Section 12 of the Agreement. CARRIER shall implement and maintain processes and procedures for recording, tracking and verifying seals on delivery vehicles, containers, and trailers, as well as for detecting and reporting shortages and overages.
- b. **Driver Identification.** Drivers receiving or delivering High Risk Cargo must be appropriately authorized and positively identified in order to participate in providing Transportation Services to High Risk Cargo. CARRIER shall take reasonable efforts to pre-authorize and positively identify drivers prior to drivers taking custody of or having control over High Risk Cargo. CARRIER shall inform its drivers that the Customer may physically examine and log driver identification cards prior to loading High Risk Cargo.
- c. **Pre-Alerts.** A system for shipment pick-up authorization numbers ("Pre-Alerts") may be in place for certain Customers. Pre-Alerts shall be randomly generated and communicated to CARRIER in advance. CARRIER understands that, in such cases, the driver must present a valid Pre-Alert to the Customer tied to a specific shipment in order for the Customer to allow such driver to perform Transportation Services for that shipment.

6. **CONTAINER BACK-STRIPPING AUDITS.**

- a. **Back Stripping at Origin.** Any equipment that is loaded and ready to depart any Customer's facilities may be subject to a back strip search. This process entails unloading the trailer/container and checking the High Risk Cargo against any and all applicable shipping documents. Containers shall be selected randomly by BROKER or its Customer, and CARRIER shall have no advance notice of such search. CARRIER's drivers are expected to fully cooperate and must be present during the back strip procedure.
- b. **Back Stripping at Terminals.** Any equipment that has departed the Customer's facilities and has arrived at a yard, terminal or ramp may also be subject to back strip search upon arrival. Containers shall be selected randomly by BROKER or its Customer, and CARRIER shall have no advance notice of such search. CARRIER's drivers are expected to fully cooperate and be present during the back strip procedure.
- c. **Detention Charges.** Driver detention charges as agreed between BROKER and CARRIER shall apply with respect to activities under this Section 6.

7. **LOSS AND THEFT INVESTIGATIONS**

- a. **Security Incident Reporting.** CARRIER will follow the applicable procedures for reporting security incidents specified by BROKER or its Customer from time to time and in effect at the time of the security incident. The current security reporting procedures are attached as Schedule 2.
- b. **Investigation.** CARRIER will allow BROKER personnel to have access to CARRIER's security incident investigation reports, CARRIER Representatives, and other relevant evidence as it pertains to any loss or theft of High Risk Cargo. BROKER or its Customer may, at its discretion, participate with CARRIER in conducting and resolving all security incident investigations related to shipments tendered by BROKER for that Customer. Notwithstanding the foregoing, CARRIER will not be required to provide any documents or information protected by the attorney/client privilege.

8. **PREMISES SECURITY AND PRODUCT HANDLING.** If CARRIER stops with High Risk Cargo at a yard, terminal or break-bulk facility, CARRIER will assure that the following security measures are implemented at such facility:

- a. **Physical Security.** All buildings should be constructed of materials, which resist unlawful entry and protect against outside intrusion and any unauthorized access. Physical security should include adequate locking devices on external and internal doors, windows, gates and fences.
- b. **Perimeter Security.** The perimeter of the facility must be designed to deter and prevent unauthorized access through the use of security measures including adequate fencing and locking gates.
- c. **Lighting.** CARRIER must insure that any storage facility and the perimeter of any storage facility has adequate lighting, such as flood lighting to illuminate all loading and unloading areas, external illumination of dock doors at night, and external and internal lighting levels to support high quality video surveillance images and recording.
- d. **Video Surveillance.** It is recommended that any storage facility and the perimeter of any storage facility used by CARRIER be covered by video monitoring. Video monitoring should include, at a minimum, external coverage of the shipping and receiving yard to cover movement of vehicles and personnel, external coverage of all dock doors, and external coverage of all sides of the storage facility.



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- e. Alarm System. It is recommended that any storage facility and the perimeter of any storage facility used by CARRIER have an alarm system. Any alarm system should, at a minimum, including all external gates, doors and windows of the storage facility.
- f. Secure Storage Area. Any storage area used by CARRIER must be designed to deter and prevent unauthorized access, such as sealed or locked containers, locked cages, locked hard wall areas, and cargo stored in racks at sufficient height to prevent access by unauthorized persons. Any loose cargo stored over six (6) hours must be stored in a locked cage or locked hard wall area. The secure area must be very well-lit and access to this area must be controlled and monitored.

9. EQUIPMENT LABELING.

It is recommended that CARRIER delivery vehicles and equipment, such as trailers and tractors, have appropriate identification numbers painted on the tops of such vehicles to assist law enforcement agencies in locating and identifying stolen or missing equipment.

10. ELECTRONIC EXECUTION.

BROKER and CARRIER are entering into this Appendix through web-based electronic signatures instead of signing such documents with written ink signatures on paper. By its representative's clicking to check the box below, CARRIER acknowledges and agrees that: (1) CARRIER is bound to comply with the provisions of this Appendix to the same extent that it would be bound by a manually signed, written contract; (2) CARRIER has read and agrees to the terms and conditions of this Appendix and other rules and agreements referenced in such Appendix, and the other documents displayed on this carrier website; (3) it has received a copy of this Appendix by its representative's viewing of this web page; and (4) it will not to contest, in any judicial or other dispute resolution forum involving the parties, the admissibility, validity, or enforceability of this Appendix or any other document because of the fact that such document was originated, transmitted, stored, or handled in electronic form. CARRIER further agrees that no certification authority or other third party verification is necessary for its electronic signatures to be valid and that the lack of such certification or verification will not in any way affect the enforceability of its electronic signature on this Appendix or on the Agreement of which the Appendix is a part.

IN WITNESS WHEREOF, the parties have executed this Appendix D by their duly authorized representatives as of the Effective Date below.

SCHEDULE 1  
HIGH RISK PROCEDURES

- General
  - Driver(s) will not stop within the first 200 miles from origin, unless at final destination or directed by law enforcement.
  - Driver will follow a pre-determined delivery route (preferably on major roads where available) suitable for the size of the trailing equipment and to notify CARRIER's dispatch service of all changes in the pre-determined delivery route.
  - Driver(s) will begin the trip with a full tank of fuel.
  - Driver(s) will confirm that all equipment, including the chassis, container and tractor, including its communications and GPS systems are in good working order.
  - Driver(s) will have had a meal and addressed all personal needs before starting the trip.
  - Driver(s) will plan the route considering the high risk or high nature of this shipment (e.g., driver(s) will not stop at high risk locations).
  - Driver(s) will not discuss details of the shipment with anyone and will not carry unauthorized passengers.
  - Driver(s) will perform a pre-trip inspection of the entire conveyance (tractor and trailer/container/chassis) for security integrity, including checking for false walls and hidden compartments, and road worthiness. Any check of intermodal equipment will cover the items required in a pre-trip inspection under the UIIA and USDOT requirements.
  - Driver(s) will check the soundness of the padlock/security device, seal hasp and door integrity, and will check to ensure the equipment is water tight and light.
  - Driver(s) will not stop at their residence with the loaded tractor and trailer or make unscheduled or unauthorized stops of any kind. All stops, unless an emergency, will be authorized by CARRIER's dispatch service prior to the driver(s) stopping. (This applies for the entire trip). Driver will promptly notify CARRIER's dispatch service of any emergency stops.
  - The delivery vehicle will be locked at all times to prevent theft.
  - Driver will verify that only solid top, hard-sided trailers or containers with lockable cargo doors are used for High Risk Cargo.
  - Driver will have appropriate security devices, such as air cuff locks, kingpin locks, trailer padlocks, trailer lock plates and/or remote panic button.
- Communications
  - Driver will have at least one and preferably two (2) forms of 2-way communications devices in the cab of the tractor (e.g., cellphone(s), email, radio, monitored panic alarm). Communications systems must be tested and in good working order before start of trip. Cell phones should be fully charged.
  - Driver will have 24 hour contact with CARRIER dispatch for any emergency situations or escalation issues.



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- Loading/Unloading
  - Driver(s) will witness the trailer/container door sealing and/or verify the security seal number.
  - Driver will confirm that the security seal(s) or padlock is documented on the BOL and matches the seal(s) on this trailer/container.
  - Driver(s) and origin shipping department representative will sign the BOL.
  - Driver will acknowledge receipt of the load.
  - For over-the-road highway shipments, driver(s) will confirm that the consignee on the BOL matches the instructions on the load tender.
  
- In-Transit
  - Driver(s) will be constantly aware of their surroundings and will be vigilant of anyone following or attempting to stop the vehicle while in-transit.
  - Driver(s) will contact their CARRIER dispatch and/or local police if they suspect they are being followed.
  - Driver(s) will never leave the loaded vehicle and container unattended. Driver(s) will not leave the bill of lading, driver's license, extra keys or vehicle registration unattended.
  - Driver(s) will not drop this shipment at any truck stop, unattended yard, or any off street parking at any time while in transit destination.
  - If it is required to store this load for any legal or emergency situation, driver(s) will hold in a secured gated, lighted, guarded facility.
  - Driver will not uncouple the tractor from the trailer or container unless in a pre-authorized, secured, gated, lighted, and guarded facility.
  - Driver will not uncouple the tractor from the trailer or container unless in a pre-authorized, secured, gated, lighted, and guarded facility.
  - If a stop is necessary, driver will keep the tractor locked and container/trailer sealed or locked, will apply 5th wheel locks (e.g. Kingpin locks) and, if available, air cuff locks and will back the trailer/container against a wall or pole to prevent the trailer/container doors from being opened. Driver will notify CARRIER dispatch of any stops, including fuel, food or restroom breaks.
  - Drivers who are provided with a list of "No Stop" areas at the time of shipment will not stop at any of the areas listed.
  - Drivers should lock the cab and roll up windows in slow-moving traffic.

SCHEDULE 2  
CARGO INCIDENT REPORTING PROCEDURES  
REQUIRED BY BROKER CUSTOMERS

OBJECTIVE.

Cargo security incidents such as theft, pilferage or smuggling are considered major risks to BROKER's Customers. Customers expect BROKER and its carriers to maintain high standards for supply chain security and to implement effective security-related countermeasures. In situations where cargo losses occur despite the implementation of countermeasures, it is important to communicate such losses to BROKER in a timely fashion. Therefore, CARRIER is required to comply with the following cargo incident reporting procedures.

SECURITY INCIDENT DEFINED.

As used herein, the "conveyance" means the tractor as well as any trailer or container/chassis that the tractor is moving. For the purpose of these procedures, security incidents are defined to include, at a minimum, all events listed below. Other events may occur that may also require the similar treatment. In those cases, CARRIER must notify BROKER and take an appropriate course of action. The events constituting "Security Incidents" are:

1. Any attempted or actual cargo pickup using a falsified identification card and/or falsified pickup and shipping documents (also known as a "fictitious pickup" or "company identity theft");
2. Any attempted or actual forceful entry to the truck terminal;
3. Any attempted or actual truck-jacking of the conveyance (at any ramp, yard or terminal or en-route);
4. Any attempted or actual theft of the conveyance (at any ramp, yard or terminal or en-route); or
5. Any security seal breach, including
  - a. seal not applied at all;
  - b. physical seal number not matching seal number on the shipping documents;
  - c. broken and/or defeated seals; or
  - d. deceptive and/or suspicious seals that might have been applied by thieves to conceal a breach.

PROCEDURES

1. Incident Identification & Reporting – Law Enforcement
  - a. Besides complying with CARRIER's own policies and procedures with regard to the handling of High Risk Cargo incidents, upon identification of any incidents as described above, CARRIER must report the incident to the appropriate local law enforcement agencies if the nature and impact of the incident warrants such notification.
  - b. BROKER's Customers require that appropriate law enforcement agencies be notified immediately of a Security Incident if the incident involves an immediate threat to life or injury or the crime is currently in progress.
  - c. BROKER's Customers require that appropriate law enforcement agencies be notified promptly (no later than 30 minutes after initial notification to CARRIER) of a Security Incident if there is no threat to life and no injury exists or if no crime is in progress.



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**2. Immediate Reporting To  
BROKER By Telephone**

Subsequent to notification of the appropriate law enforcement agencies, CARRIER will also call the customer service or carrier procurement representative of the applicable BROKER's entity. CARRIER must provide as much of the following information as available. CARRIER maybe required to complete a written form detailing such information upon BROKER's request:

- Name of person who identified the incident
- Name of reporting person
- Time incident occurred
- Time incident was reported
- Date incident was reported
- Address/location of incident
- City and State where the incident occurred
- Container Number (if applicable)
- Police Report number
- Police Officer contact name
- Police Officer contact number
- Trailer License Number (if applicable)
- Truck License Number (if applicable)
- Driver Name and License Number
- Quantity and Model lost

If CARRIER is only able to provide limited information at the time of initial call, CARRIER must obtain the missing information and provide that information to BROKER as soon as it is obtained.

"I, Jay Henry am the Authorized Carrier Representative for J.L.United Freight, L L C. I am authorized to execute the Appendix D to Motor Carrier Transportation Agreement("Agreement") set out above dated 06/18/2020 7:16:01 AM (" Effective Date ") between XPO Logistics and J.L.United Freight L L C and legally bind the Altman Transport Logistics L L C to the terms and conditions set forth therein. This electronic signature serves as an original, and any electronic version and other signatures are incorporated as if originals into the Agreement. This electronic signature shall have the same force and effect as an original source. BY CLICKING THE CHECKBOX BY MY NAME ABOVE, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE AGREEMENT AND AGREE TO THE ENTIRETY OF THE TERMS &CONDITIONS CONTAINED THEREIN. THE AGREEMENT SHALL BE BINDING ON J.L.United Freight L L C. I UNDERSTAND AND ACKNOWLEDGE THAT J.L. United Freight L.L.C IS THE "CARRIER" AS THAT TERM IS USED IN THE AGREEMENT."