



This Service Agreement, hereinafter referred to as Agreement is concluded as of _____.20__.
(Effective Date) by and between

Omni Star, Inc, with headquarters at 836 S Arlington Hts Rd ste363 Elk Grove Village, IL, 60007,
hereinafter referred to as Omni Star, and

_____ with headquarters at _____ hereinafter referred to as
Motor Carrier.

In this Agreement, Omni Star and Motor Carrier may sometimes be referred to collectively as the
“Parties.”

WHEREAS Omni Star agrees to provide the Services to Motor Carrier including over-dimensional and
special cargo licensing and permit services; and

WHEREAS Motor Carrier wishes to be provided by Omni Star with the Services including certain
licensing, permits, and related services needed for Motor Carrier to run its business.

NOW, THEREFORE in consideration of mutual covenants and promises herein contained and of other
good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties
agree as follows:

1. The Services Provided

1.1. Omni Star agrees to provide Motor Carrier with certain licensing, permitting and related services as it
is necessary for Motor Carrier to fulfill its obligations owed to its customers.

1.2. Omni Star shall get relevant federal, state, and local government permits for Motor Carrier so that it
could ship its cargo using information provided by Motor Carrier as to the date of shipment, origin and
description of the cargo, its weight and dimensions.

1.3. In the event of any unresolved disputes, claims, unpaid services causing cessation and/or suspension
of the above services, or if Omni Star fails to present to Motor Carrier any of the licensing and permitting
documents required under Articles 1.1 above Motor Carrier shall have the right to immediately suspend
and/or cancel the Agreement at its sole discretion.

2. Price

1.1. Attached hereto as Exhibit A offers the services list with indicated prices hereinafter referred to as
Services List as of the date of this Agreement. All the information on the Service List is subject to change
without express prior notice to and consent of Motor Carrier who can request a current Services List being in
effect from Omni Star at any time.

1.2. All plainly required and recommended governmental authority relevant fees of any kind, tolls, and similar payments will be billed by Omni Star to Motor Carrier.

1.3. All plainly required and recommended governmental authority relevant fees of any kind, tolls, and similar payments invoiced by Omni Star will be paid by Motor Carrier.

3. Payment

1.1. Omni Star shall invoice Motor Carrier using different appropriate ways considered between the Parties for the Services that it has provided to Motor Carrier after the Completion Date.

1.2. Motor Carrier agrees to pay the Price to Omni Star in full on the following dates: within fifteen (15) days of receipt of an invoice from Omni Star.

1.3. Those invoices, which are not paid within the specified above period (fifteen (15) days of the receipt of invoice), shall incur interest at a rate of 12% per annum.

1.4. The method of payment of the Price by Motor Carrier to Omni Star shall be by wire transfer to the following account: _____

1.5. If there are charges which should be paid in accordance with this Agreement they should exclude any applicable taxes or other similar amounts assessed by any governmental entity in respect of the provision of the Services by Omni Star to Motor Carrier under this Agreement and such shall be payable by Motor Carrier to Omni Star in addition to all the price specified on the Service list.

1.6. Any Omni Star's expenses arising out of and relating to Omni Star's collection of all invoices and billings made by Omni Star to Motor Carrier including attorney's fees are payable by Motor Carrier.

4. Credit Applications and References

The Service Agreement shall not be deemed effective until Motor Carrier completes and returns a Credit Application to Omni Star. It is expected that there are bank references in such application. Motor Carrier guarantees that the data on the Credit Application is current, complete and true that Omni Star is relying on the statements in the Credit Application.

5. Obligations

5.1. Motor Carrier shall behave as follows:

- Provide Omni Star with a request for service form when the service is needed arranging it in the format specified in the attached Exhibit B.
- Provide current and true information to Omni Star in time to allow Omni Star to obtain necessary permits and licenses;
- Provide Omni Star with timely responses to all its questions and inquiries;
- Provide all its drivers with Workers' Compensation and unemployment according to the local law;
- Provide truckers liability insurance and cargo damage insurance to ensure that its cargo, property, and equipment are protected;
- Provide all equipment and accessories which are needed to transfer the cargo in a proper way;
- Supervise all loading and be full responsible for all loading and unloading of the cargo;
- Be fully liable for all loss or damages appropriate to the type of cargo;

- 5.2. Omni Star shall get the needed licenses and permits for the cargo within the requirements specified on the request for service form.

6. Relationship of the Parties Contractor

Omni Star and Motor Carrier are independent contractors. That is why the Parties agree that the Services provided within the framework of this Agreement shall be considered as the services provided by an independent business and that neither Clause of this Agreement shall be considered as a partnership of any form of incorporation between the Parties. At the same time the employees of Motor Carrier cannot be regarded as employees of Omni Star.

7. Limitation of Liability

7.1. According to this Agreement Motor Carrier is obliged to pay the Price specified in the Service list attached to this Agreement. Either party's liability specified in other contracts or otherwise (even if it occurs because of negligence) arising out of or in connection with fulfillment of its obligations of this Agreement or any of its clauses, provisions, and attached exhibits shall be limited to the Price.

7.2. Omni Star shall bear responsibility towards Motor Carrier for any indirect, incidental, exemplary, consequential, and alike damages. Motor Carrier agrees that Motor Carrier's sole remedy against Omni Star for any breach of this agreement is the return of services fees and filing fees for each payment.

7.3. Omni Star shall not be liable for changes or incorrect information received from Motor Carrier including, but not limited to, descriptions in cargo characteristics, dates, times, shipper or consignee addresses, or any other data provided by Motor Carrier.

7.4. To the extent it is allowed by the state and local laws under no circumstances shall either Party bear responsibility for any loss of profits, data and business in the whole or any other indirect or consequential loss or damage.

8. Indemnification

Motor Carrier agrees to defend, and prevent Omni Star from any and all losses, damages, liabilities, and expenses, including costs of litigation and reasonable attorney's fees, related to or arising out of the operations of the Motor Carrier.

9. Force Majeure

9.1. Omni Star shall not be responsible for any damage, loss, delay, or failures to fulfill its obligations under this Agreement when Acts of God, governmental actions, labor unrest, riots, and other causes beyond Omni Star's reasonable control happen.

9.2. Both Parties shall not bear responsibility for any problems with performance of this Agreement if they occur due to circumstances, which are beyond their reasonable control and if it is impossible to foresee them. This clause does not include various economic and market conditions influencing on the ability of the Parties to perform any of the provisions of this Agreement.

10. Proper Law

This Agreement shall be construed, governed, and interpreted following the current relevant legislation of the **State**. If there is a conflict between various law provisions referred to the same circumstances, State law governing such conflicts will prevail.

11. Severability

If any provision of this Agreement shall be considered void or invalid by any competent body, then such provision comes out of force being excluded out of this Agreement and replaced by valid substitute. The remainder of this Agreement shall be considered as being in force and valid.

12. Confidentiality

12.1. Each party to this Agreement agrees they will not disclose, divulge, reveal, report or use, for its purpose, any confidential information connected with the business of the other Party, which has been disclosed or otherwise becomes available when this Agreement is performed and which is regarded as confidential. This Clause is not true for the cases when such disclosure may be used to the benefit of the business of the other Party.

12.2. The above obligations will survive indefinitely upon this Agreement terminates.

13. Amendments

There shall be no unilateral changes made to this Agreement except for changes in the Services and Rates Schedule. All amendments are valid if they are made in writing and signed by both Parties.

14. Termination

14.1. This Agreement shall be terminated on the Completion Date or after the event specified in Clause 14.2. of this Agreement.

14.2. Either Party may terminate this Agreement according to written notice sent fifteen (15) days before the event in case of failure of the other Party to perform its obligations specified in this Agreement without remedying it within ___ days of written notice asking to do it sent by the other Party; or if a bankruptcy or an administration order is made in respect of the other Party or under other such circumstances.

14.3. Even if this Agreement is terminated Motor Carrier cannot refuse its obligation to pay for services which were rendered, but not invoiced.

15. Counterparts

This agreement may be signed in two or more counterparts – one copy for each Party, each of which shall have the legal force of an original, and all of which together shall constitute one and the same document.

16. Notices

Any notice required to be given to Omni Star of Motor Carrier pursuant to this Agreement shall be in writing and shall be deemed duly given either

- (i) two (2) days after the date of mailing if sent by registered or certified mail, return receipt requested,
or
- (ii) one (1) day after the date of mailing if sent by a national overnight courier service, or
- (iii) the date of sending an e-mail to the addresses set forth below, with conforming copy sent concurrently by first class U.S. mail, postage prepaid or national overnight courier service prepaid, to the following address:

If to Omni Star Inc

836 S Arlington Hts Rd ste363 Elk Grove Village, IL, 60007

If to Motor Carrier

17. Personal Guaranty

In consideration of Omni Star's performances of the duties herein specified, the undersigned individual hereinafter referred as to the Personal Guarantor does jointly and severally personally guarantee unconditionally, at all times, to Omni Star, the payment of indebtedness or balance of indebtedness of the within named company.

IN WITNESS OF THEREOF, the Parties hereto have concluded this Service Agreement as of the Effective Date first above written.

Date

Omni Star, Inc

By _____ (signature)

Its address: 836 S Arlington Hts Rd ste363 Elk Grove Village, IL, 60007.

Ph 737-800-1281

fax 855-329-6664

Employer Identification Number (FEID):82-2119714

email: permits@go-omni-star.com

Date

Motor Carrier

By _____ (signature)

Its address:

Ph

fax

Employer Identification Number (FEID):

email:

Personal Guarantor(s)

(signature)

Company profile sheet

Name: _____

Address: _____

City, State, Zip: _____

Phone: _____ Fax: _____

Email: _____

USDOT# _____

Fed ID# _____

ICC/MC# _____

Please fill in as many state ID numbers as you can:

Delaware: _____

KYU: _____

Oregon: _____

Wisconsin: _____

Indiana: _____

Louisiana: _____

Texas: _____

SCAC: _____

Insurance Information:

Company: _____

Policy# _____

Exp.date: _____

Credit application

Date: _____

Applicant name: _____

Address: _____

City: _____ State: _____ ZIP: _____

Phone: _____ Fax: _____

I hereby authorize the release of all records of credit history, including credit limit, average days to pay, date account opened, date of last sale, and any additional information which may be requested in connection with this application for credit, I hereby release these references from any all liability of any type as a result of providing this information.

Type of business: _____

Years in business: _____ Credit request: _____

Bank reference: _____ Phone: _____

Address: _____

Contact: _____ Account: _____

Fax: _____ Email: _____

Trade references:

Name: _____ Phone: _____

Address: _____

Fax: _____ Email: _____

Name: _____ Phone: _____

Address: _____

Fax: _____ Email: _____

Transportation reference:

Name: _____ Phone: _____

Address: _____

Fax: _____ Email: _____

Terms: Net 30 by signing below, I agree to these terms. In the event of default on these terms, all attorney and/or collection fees will be the responsibility of the applicant.

Signature: _____ Date: _____

Credit Card Charge Request

We accept Visa, Master Card, Echeck, Discover and American Express

Card Number: _____

Exp. Date: _____

Amount: _____

Card Code: _____ (3 or 4 digits)

Information below as it appears on your CC account.

First Name on Card: _____

Last Name on Card: _____

Company Name: _____ (If on the card)

Address: _____ (Billing address for the card)

City, State, and Zip: _____

Phone: _____ (Phone # on card acct)

Fax: _____ (Optional)

Email: _____ (Optional)

Signature: _____

*After we charge your card, we will send a copy of the invoice and receipt. Please sign it and send a copy back to us.

Thank You for your business!!