

Broker Carrier Agreement

Thank you for choosing Truckload Connections, LLC!

Truckload Connections, LLC

In order to expedite your rate confirmation, all of the following information must be received. Please email **Dispatch@TruckLoadConnections.com** or fax all information to **314-647-6622**.

- Executed first and signature page of the carrier contract
- Your operating authority
- Certificate of insurance with Truckload Connections, LLC listed as the holder (liability, cargo, and worker's comp)
- W9 listing federal ID number
- Truckload Connections, LLC Carrier Payment Set-up Form
- Truckload Connections, LLC Carrier Profile Form

In an ongoing effort to demonstrate our ability as a premier transportation company, we offer the following services to you:

Standard Policy

Truckload Connections pays all invoices within 30 days by check upon receipt of legible and correct paperwork.

All paperwork can be - emailed to Dispatch@TruckLoadConnections.com or faxed to 314-647-6622 or mailed to Truckload Connections, LLC - 3270 Hampton Avenue - St. Louis, MO 63139. If sending by email please state in the subject line "Invoice" and reference our load number.

We look forward to working with you!

Sincerely, Truckload Connections, LLC

CARRIER PROFILE FORM

Carrier:	Authority Type: Common Contract Broker
Address:	MC Number: DOT Number:
City/State/Zip:	Federal ID #:
Phone:	Intrastate Authority: YesNo
Fax:	Type of Company:
Toll Free:	-Corporation?
Web Site:	-Partnership?
Contact:	-Sole Proprietorship?
Direct Phone:	Email:
# of Power Units Van Flatbeds	Dagfors
van Flatbeds	
You Need Backhauls From (specify states):	
You Need Backhauls to (specify states):	
Additional Comments:	

Truckload Connections, LLC

CARRIER PAYMENT SET-UP

To assist us in the set-up of your account for payment, please take a few minutes to complete the form below.

Company Legal Name			
D/B/A	:		
Physical Address			
City	State	Zip	
Remit to Address			
City	State	Zip	
Accounts Receivable Contact N	Name		· .
Are your Receivables factored	or assigned? Yes_	No	
If yes, Please fill out the follow	ing information:		
Name of Factoring Com	npany		
Telephone Number			
Address to Mail Payme	nt		
SCAC Code:#		Federal ID	
ICC MC/MX#			

Truckload Connections, LLC

Truckload Connections, LLC 3270 Hampton Avenue St. Louis, MO 63139

THIS AGREEMENT	(the "Agreement") is made and entered into thisday of	,
20 , by and between '	Truckload Connections, LLC. ("Broker"), 3270 Hampton Avenue, St.	
Louis, MO 63139, and	("Carrier") of	

WITNESSETH:

WHEREAS, Broker is a freight broker which arranges for third party motor carriers to provide cargo transportation for its customers, in accordance with its role as legally defined under 49 U.S.C. §13102 Definitions (2), 49 C.F.R., §371.2 and 49 U.S.C. §14501(c)(1).

WHEREAS, Carrier will perform is Transportation Services for Broker and its Customers as an independent contractor and will not for any purpose be the agent of Broker or Broker's Customers. Carrier has exclusive control and direction of the work Carrier performs pursuant to this Agreement. Carrier will not contract or take other action in Broker's name without Broker's prior written consent.

Carrier agrees to assume full responsibility for the payment of all local, state, federal and intraprovincial payroll taxes, and contributions or taxes for unemployment insurance, worker's compensation insurance, pensions, and other social security or related protection with respect to the persons engaged by Carrier for Carrier's performance of the transportation and related services, and Carrier shall indemnify, defend and hold Broker, and its Customer harmless there from. Carrier shall provide Broker, with Carrier's Federal Tax ID number and a copy of Carrier's IRS Form W-9 prior to commencing any transportation or related services for Broker, under this Agreement.

WHEREAS, the name "SHIPPER" is the customer of the Broker, and is also known but not limited to the names consignor, consignee, and receiver.

DUTIES AND OBLIGATIONS:

- A. Broker retains Carrier to provide equipment and drivers for the transportation of freight, goods and merchandise from various shippers according to the terms of this Agreement and the Schedule of Rates agreed to between the parties hereto.
- B. Broker agrees to use its best efforts to arrange freight transportation or traffic to be tendered to Carrier within the scope of Carrier's authority and applicable tariffs. However, it is expressly understood by Broker and Carrier that no warranty, representation or guarantee is made by Broker as to the number of shippers, if any, to be solicited by Broker, or as to the amount of traffic, if any, to be tendered to or arranged for Carrier.

Truckload Connections, LLC

- C. Carrier agrees that Carrier's name shall be listed on the bill of lading as the carrier and agrees that a Shipper's insertion of Broker's name as the carrier on a bill of lading shall be for the Shipper's convenience only and shall not change Broker's or Carrier's status as defined above. Carriers agrees that carrier will be rejected if carrier lists Broker's name on the bill of lading.
- D. Carrier acknowledges that it remains liable for all damages, shortages and losses of any kinds that may befall the cargo being transported and agrees to hold Broker harmless from any and all expense or loss that it may sustain, including reasonable attorney's fees in defending any claims of such damage or loss or in any reasonable settlement of such claim entered into by Carrier or Broker by way of mitigation.
- E. Carrier further covenants and agrees to indemnify and save harmless Broker from and against any loss, damage, injury and/or claim for same asserted by any and all persons, including the employees of Carrier, which arise from the negligence, actions or omissions of Carrier in connection with the carriage of any and all goods and merchandise under this Agreement. Carrier further agrees to procure and maintain broad form cargo insurance on all merchandise carried hereunder and property damage and public liability on all motor vehicles Carrier uses in transporting goods and merchandise without exclusion for unattended or unlocked vehicles.
- F. Carrier shall furnish Broker with Certificate of Insurance; financial responsibility or insurance policies providing thirty (30) days advance written notice of cancellation or termination; and unless otherwise agreed, subject to the following minimum limits:
 - 1. General Liability \$1,000,000 and/or
 - 2. Commercial Auto or Commercial Motor Vehicle Insurance \$1,000,000 to \$5,000,000. If hazardous materials are being transported required coverage will be applicable to the hazardous material being hauled.
 - 3. Cargo damage/loss \$100,000 This coverage must be All Risk Broad Form Motor Truck Cargo Legal Liability Coverage. The coverage provided under the policy shall have no exclusions or restrictions of any type that would foreseeably preclude coverage relating to cargo claims including, but not limited to, exclusions of unattended or unattached trailers, unattended or unlocked vehicles, theft, or for any commodities transported under this Agreement, Refrigeration Breakdown or lack of refrigerator fuel. Furthermore, if the commodity being hauled is refrigerated, refrigeration breakdown coverage will be provided and the Carrier will honor and abide by the servicing requirements set forth in the insurance policy or endorsement. Furthermore, if the commodity being hauled in on a flatbed or similar open conveyance, that there be no exclusion for wetness, rust, corrosion, or moisture.

4. Workers' Compensation with limits required by law.

Except for the higher coverage limits which may be specified above, the insurance policies and financial responsibility shall comply with minimum requirements of the Federal Motor Carrier Safety Administration and any other applicable regulatory state agency. Nothing in this Agreement shall be construed to avoid Carrier's liability due to any exclusion or deductible of any insurance policy or to limit carrier's liability for contribution and/or indemnification and defense of the Broker.

Coverage must be written and a Carrier rated A- or better as rated by AM Best Company.

- G. Carrier agrees that under no circumstances will it re-broker, assign, or interline the shipments hereunder, without prior written consent of Broker. If Carrier breaches this provision, Broker shall have the right of paying the monies it owes Carrier directly to the delivery carrier, in lieu of payment to Carrier. Upon Broker's payment to delivering carrier, Carrier shall not be released from any liability to Broker under this Agreement. In addition to the indemnity obligation in Paragraph E Carrier will be liable for consequential damages for violation of this Paragraph.
- G. This Agreement supersedes all other documents between the parties, and further, Carrier specifically acknowledges that nothing contained herein shall constitute a waiver of broker's subrogation rights.
- No Back Solicitation. Carrier shall not knowingly solicit freight shipments for a H. period of 24 months following termination of this agreement for any reason, from any shipper, consignor, consignee, or other customer of Broker, when such shipments of shipper customers were first tendered to Carrier by Broker. In the event of breach of this provision, Broker shall be entitled, for a period of 36 months following delivery of the last shipment transported by Carrier under this Agreement, to a commission of twenty percent, 20% of the gross transportation revenue (as evidenced by freight bills) received by the Carrier for the transportation of said freight as liquidated damages. If, during the term of this Agreement, freight is tendered directly to Carrier by a shipper that was originally introduced to Carrier by Broker, pursuant to this Agreement, then for all such freight shipped, Carrier will pay to Broker a commission of twenty percent (20%) on gross revenue (as evidenced by freight bills) generated by Carrier for shipper for a thirty-six (36) month period from the date of the last bill from Carrier to Broker for said shipper Additionally, Broker may seek injunctive relief and in the event it is successful, Carrier shall be liable for all costs and expenses incurred by Broker, including but not limited to, reasonable attorney's fees.

BILLING AND PAYMENTS:

- A. Carrier will bill Broker after delivery for the freight carried which was arranged by Broker pursuant to this Agreement and Broker's Rate Confirmation Sheet confirming the compensation arrangement agreed to by Broker and Carrier. Verification of actual Carrier will be made before payment is tendered. Any company other than Carrier who carried freight will not be paid.
- B. All billings to shippers shall be made by Broker.

CARRIER FEES & PENALTIES

<u>Missed appointment (loaded/unloaded same day scheduled):</u> If your driver misses an appointment and contacts us before being late, we may still be able to get the driver loaded/unloaded on the same day originally scheduled. Missed appointments may be subject to a \$250.00 missed appointment fee and/or \$250.00 rescheduling fee.

<u>Detention:</u> First 2 hours is without compensation, each hour after is compensated at \$40.00, detention is not to exceed \$250.00 for one 24 hour period, detention will not be paid if a driver is late for appointment.

<u>Layover:</u> If you are detained for a 24 hour period (at no fault of your own) you will be compensated at a flat rate of \$250.00

Truck Ordered Not Used: If we book a load with you (load confirmations exchanged) and that load is then canceled after dispatched within 4 hours of the original load time (at no fault of your own), we will reimburse you \$150.00 for the hassle of locating another load with short notice. If we book a load with you and you cancel the load within 4 hours we expect the same from you and an invoice for \$150 will be sent, if unpaid, will be added to the next future load moved for Truckload Connections.

<u>Check Calls:</u> It is the carrier's responsibility to know where their trucks/drivers are, in the morning it is therefore your responsibility to call Truckload Connections (before 9:30 am) with an update on the location of the trucks hauling our cargo, along with an ETA. Loaded/Unloaded calls are also expected. If Truckload Connections needs to make their own check calls to locate your trucks, there will be a \$25.00 reduction to your rate for each check call made.

RELATIONSHIP OF PARTIES:

- A. Broker and Carrier acknowledge that the relationship between them created by this Agreement is that each of them are to be considered as independent contractors only and not that of employer and employee, agents, partners or joint ventures. No agent, employee or servant of either Broker or Carrier shall be or shall be deemed to be the employee, agent of the other. None of the benefits provided by either Broker or Carrier to its respective employees, including by not limited to retirement benefits, vacation and sick leave benefits, medical insurance, compensation insurance and unemployment insurance are available from one party to the employees, agents or servants of the other. Broker and Carrier will be solely and entirely responsible for their own acts and the acts of their respective agents, employees, and servants during the performance of this Agreement.
 - B. Each party shall retain sole financial responsibility for all withholding and employment taxes due to the federal, state or local governments on account of services performed by either party or its respective employees under this Agreement.
 - C. Carrier agrees that it is not authorized to act for or in any manner represent itself as an agent of Broker. Further, Carrier is not authorized to enter into any agreement, contract or obligation of any nature whatsoever for or on behalf of the Broker, to use the name of Broker, companies with which Broker is affiliated, or any business name, trademark or service mark used by Broker or companies with which Broker is affiliated.

TERM OF AGREEMENT:

The term of this Agreement shall be subject to termination by either party by the giving to the other of a thirty (30) day written notice of intention to terminate. Notice shall be by certified or registered mail, return receipt requested at notice address stated hereon, or as subsequently advised. Notice and actual termination can be accomplished without cause established.

ASSIGNABILITY:

- A. This Agreement shall not be assigned, transferred or shared by Carrier with any other person, firm or corporation unless authorized by Broker in writing.
- B. In the event that Carrier assigns any or all of its accounts receivables to any third party assignee, including but not limited to factors, banks or finance companies, the Carrier is to provide written notice to Broker which is to include a detailed description of the specific rights which have been assigned. After proper notice of assignment has been received by Broker, payments will be made to assignee until written notice of termination of assignment of provided by both carrier and third party assignee to Broker.

EXCLUSIVITY:

Broker and Carrier acknowledge that this Agreement confers no exclusive right upon any party to the services of the other party, and there may be same or similar agreements both parties have or may enter into with others.

Truckload Connections, LLC

NOTICE ADDRESS:

All notice requirements to be given to	the respective parties at the following addresses or at
	rties shall subsequently advise in writing:

To Carrier At:	
To Broker At:	3270 Hampton Avenue St. Louis, MO 63139

INTERPRETATION:

This Agreement shall be exclusively interpreted pursuant to the laws of the State of Missouri with regard to the validity, performance and enforcement of this Agreement, Further, both Carrier and Broker agree that the exclusive forums for any litigation arising out of this Agreement shall be either the Circuit Court for the County of St. Louis, Missouri, or the Federal District Court for the Eastern District of Missouri, located in St. Louis City, Missouri.

CAPTIONS:

The captions or section numbers appearing in this Agreement in no way define, limit, construe or described the scope of interest of such section. The language in all parts of this Agreement shall in all cases be construed as a whole and in accord with its fair meaning.

IN WITNESS WHEREOF, the parties have hereunto set their hands and have had the proper corporate officers execute this Agreement, and the parties agree that this Agreement shall be binding upon their successors, heirs and assigns.

BROKER:	CARRIER:			
TRUCKLOAD CONNECTIONS, LLC				
By:Dan Cherry(Signature)	By:(Signature)			
Don Cherry 07/29/2020 (Print Name & Date)	(Print Name & Date)			

Form (Rev. October 2018) Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

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	2 Bus	siness name/disregarded entity name, if different from above	*							
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		al Instructions	 Form 1099-DIV (div funds) 							
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Truckload Connections, LLC

3270 Hampton Avenue St. Louis, MO 63139

314.481.4022 (office) | 314.647.6622 (fax)

Filer FATCSA

A Wederal Agreey may not consist an appeared, and a person in yet cryptical in responding one shall a present by shiper to a present for failure of comply with a collection of information subject to the requireness of the toper small reduction Acrosines that on bestime of information of information which Cost for the child Number, the Cost of Standard for the extension collection is \$126-017. Public recording for this collection of information bestimered to be approached by 10 mixeds per expected, but witing the time is a collection, patiently the data needed, and completing on extensing the relationship for the information in the data needed, and completing on extensing the relationship for an information in the data needed, and completing on extensing the relationship for comments exactly in the budget of one other special of the collection of information, including suggestions for reducing this budget, to information Collection Continued (Mixeq.) when the collection of the collection



Broker's or Freight Forwarder's Surety Bond under 49 U.S.C. 13906

FORM BMC-84

DOND NO: 5369746

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of 3250 HAMPOON ANDON SE LOUIS NO 63139
(Stat) (State) (290)
as PRINGPAL (hereinafter called Pringpal), and SURSESS INSURANCE COMPANY Historical Surveys Company
a corporation, or a Jäsk Metendon Group established under the Liability Rick Retention Act of 1986, Pck-1 , 99-563, created and existing
Explor the laws of the State of . SENAS Greening (Lincolled Surely), and findly bound unto the Upited States of
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WHEIEAS, the Principal is or intendiste benefite a Broker or Freight Forwards ripursuant to the provisions of Tribe 49 U.S.C. 10904, and the makes and regulations of the Paderal Motor Castler Safety Administration relating to Insurance or other security for the protection of motor castlers and shippers, and has elected to file with the Pederal Motor Castler Safety Administration such a bond or will consure the repossibility and the supplying of transportation subject to the ICCT enablation Act of 1995 in accordance with contracts, agreements, or an engements therefore, and
VILIBRIAS, this bond is written to assure compliance by the Prancipal as either a licensed Rober or a fivensed Preight Forwarder of Transportation by motor vehicle with 40 U.S.C., 1890(4b), and the rives and regulations of the Federal Motor Carder Safety Administration, relating to insurance or other secretly for the protection of motor carders and shippers, and shell inter in the benefit of any and at employ carders are shippers to whom the Principal may be tegally liable for any of the Gumagos hardin described.
NOW, THEREPOXE, the condition of this obligation is such that if the Principal shall pay or cause to be paid to shoter carriers or shipport. By motor vehicle any sum or sums for which the Arheigal may be held legally liable by reason of this Principal's follows faithfully to perform, fulfill, and carry out all contracts, squeenists, and strangeneous made by the Principal while this bond is in effect for the supplying of transportation subject to the ICC Termipolym Act of 1995 under issued to the Principal by the Sederal Motor Carrier Searcy Administration, than this rickigation shall be void, otherwise to remain in [ell force and offect.]
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sust-company is qualified to moke this fing under Section 387.315 of Titlu 49 of this Code of Equival Regiontions. Felsification of this document convessit to criminal penalties prescribed under 10 U.S.C. 100).

Form Bind-94 Page 2 of 2

Truckload Connections, LLC

3270 Hampton Avenue St. Louis, MO 63139

nrk bacsa	Ranked 05/20/2018	6810 No.: 2221-1017 Exphattenc to /81/2524
22##TWK!	WHEREOF the sald Principal and Sucety have executed this instrumen	Roothe List day of CCTCHISE 2013
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FORM Sиснарода 2052

3270 Hampton Avenue St. Louis, MO 63139

SURETEC INSURANCE COMPANY

CONTINUATION CERTIFICATE (Continuous)

The SURETRO NSURANCE COMPANY (befinafter called the Surety), is consideration of the payment of the premium, hereby continues in force its \$75,000 ticense band numbered \$169746 on behalf of SURECKLOAD CONNECTIONS AND LTL CONNECTIONS, LLC (Principal) in favor of Foderal Motor Corriers Safety Administration (Obliges) for the extended period healtaning on the 1st day of October 2014 and ending on the 30th day of September 2015, subject to the terms, conditions unit limitations of said bond.

This continuation certificate is executed upon the express condition that the Sarety's limiting under said bond, together with this and all previous continuation vertificates shot and be cumulative and shall in an event exceed the amount specifically set forth in said bond or any existing certificate changing the amount of said bond.

Signed, sealed and dated: October 1, 2014_

Surety: SHRETEC INSURANCE COMPANY

By:

HARRY NORMAN ATKANS, Submey-in-l'act

Federal Bonding, Inc. dba

The Bond Market P.O. Box 1328

Duluth, CA 30096



U.S. Department of Transportation Federal Motor Carrier Safety Administration 1200 New Jersey Ave., S.E. Washington, DC 20590

SERVICE DATE December 13, 2007

LICENSE

MC-626414-B TRUCKLOAD CONNECTIONS, LLC ST. LOUIS, MO

This License is evidence of the applicant's authority to engage in operations, in interstate or foreign commerce, as a broker, arranging for transportation of freight (except household goods) by motor vehicle.

This authority will be effective as long as the broker maintains insurance coverage for the protection of the public (49 CFR 387) and the designation of agents upon whom process may be served (49 CFR 366). The applicant shall also render reasonably continuous and adequate service to the public. Failure to maintain compliance will constitute sufficient grounds for revocation of this authority.

Kathy Weiner, Chief Information Systems Division

Kashy A. Weiner

BPO

Truckload Connections Carrier Relations

We at Truckload Connections are excited about the future relationship between our two businesses. In order to strengthen our relationship in the beginning we thought it would be beneficial for us to tell you more about ourselves.

We are a small brokerage based around customer and carrier service. In the rough economy of today's marketplace, we strive to provide our customers with a cost effective transportation solution. In order to effectively assist our customers we also need to assist our carriers, and vice versa. If our communication with our customers is ineffective, our communication with our carriers is ineffective, and it is the same in reverse, if our carriers do not communicate their issues, concerns, or needs with us, we cannot fix them with our customers.

Our attitude towards our network of carriers is based on Honor, we feel we are very honorable, and in return we ask that our customers and carrier be honorable as well. We are more than willing to admit when we are wrong and we accept our responsibility when issues arise, and ask the same in return. If we do something wrong that affects your business we would expect that you would require compensation, as do we. In order for us to retain our valued customers, when any issue arises we must compensate them for their potential loss.

Our customers provide their own customers with products and guarantee them the products by a given date, if their customer does not receive the products by the guaranteed date, our customer must compensate their customer. If our customer was not at fault for this issue, they charge us for their loss, because it was not their fault, it was ours. If our customer charges us for their product not delivering on time, and it was not our fault either, we will then charge our carrier for the dereliction.

Almost any issue can be resolved in a timely manner if it is addressed soon enough. If there was not enough time built into the load, this needs to be addressed immediately, it could be something as simple as making a phone call and no one would be at fault, if this is not addressed and everyone except the driver thinks everything is acceptable, there will be an issue in the end. If there is an accident we need to be informed immediately, "Acts of God" do happen and are understandable, but are unacceptable if we are not informed immediately so that we can keep everyone informed. Honor and integrity are required in this profession, some customers may require receipts proving the breakdown/accident, this is not meant to insult you, this is prove an "Act of God" did occur, to prove no one was to blame.

Again thank you for your future dedication to us and the freight of our customers, we hope to have a long and mutually beneficial relationship in the future. Honor, Integrity, and Communication will get us far in this economy, and will benefit everyone in the future.