

Talon Logistics, LLC Logistics@talonlogistics.com

Broker-Carrier Contract Cover Page

Dear Valued Carrier.

Please see the following pages for our broker-carrier contract, blank W-9, Carrier profile, and copies of our authority and surety bond.

Prior to any load pick-up information being provided by Talon Logistics, LLC, the following documents must be received:

- Legible copy of your contract authority.
- Certificates of your cargo and liability insurance with Talon logistics, LLC,
- As certificate holder in the amount of a \$100,000 cargo minimum and \$1,000,000 liability minimum.
- Signed copy of your W-9
- Completed Carrier Profile
- Signed Broker Agreement

All documents can be returned via e-mail with attached PDF file to logistics@talonlogistics.com or via fax to 812-944-7105

Loads scheduled with Talon Logistics, LLC will be accompanied by a signed rate Confirmation showing agreed rate, all pick-up or delivery locations, and any information required for pick-up.

Payment of freight charges will be made within 30 days of Talon Logistics, LLC Receiving your invoice accompanied by original BOL signed by consignee. Please Refer to Pro Number provided on the signed rate confirmation.

All invoices are to be billed to:

Taion Logistics, LLC
Attn: Accounts Payable
P.O. Box 2124 Jeffersonville, IN 47131

freightinvoices@talonlogistics.com

812-285-0566 x 4

2325 Green Valley Road New Albany, IN 47150 800-803-7230/ 866-232-6499 www.talonlogistics.com



Talon Logistics, LLC Logistics@talonlogistics.com Broker Profile

Physical Address: 2325 Green Valley Rd

New Albany, In 47150

Mailing Address: P.O. Box 2124

Jeffersonville, In 47131

E-mail Address: Logistics a talonlogistics.com

Phone Number: 812-285-0566

Toll Free Number: 866-232-6499

Fax Number: 812-944-7105

Federal ID: 27-0030214

MC Number: 440662

SCAC Code: TALN

Corporate Office 2325 Green Valley Road New Albany, IN 47150 800-803-7230/ 866-232-6499 www.talonlogistics.com



Logistics@talonlogistics.com

Talon Logistics, LLC ("BROKER") and	2023, by ("CARRIER").	and	between

TERM. The term of this Agreement shall be for one (1) year and shall automatically renew for a successive one (1) year period: provided, however, that, this Agreement may be terminated at any time by giving thirty (30) days prior written notice. By signatory hereto, CARRIER represents that it has the authority and ability to enter into legally binding contracts and that CARRIER agrees to be bound by the terms and conditions of this Agreement effective immediately.

- CARRIER'S OPERATING AUTHORITY AND COMPLIANCE WITH LAW. CARRIER
 represents and warrants that it is duly and legally qualified to provide the transportation
 services contemplated herein. CARRIER agrees to comply with all federal, state and local laws
 regarding the provision of such services. CARRIER shall endeavor to maintain a satisfactory safety
 rating, but under no circumstance will carrier provide services if their safety rating falls to
 unsatisfactory.
- SPECIFIED SERVICES. CARRIER's services under this agreement are specifically designed
 to meet the distinct needs of the BROKER under the specified rates and conditions set forth
 herein.
- 4. RECEIPTS AND BILLS OF LADING. Each shipment hereunder shall be evidenced by a receipt in such form as specified by BROKER or, alternatively, by BROKER's customer signed by CARRIER showing the kind and quantity of product received by CARRIER at origin. The absence or loss of any such receipt shall not relieve CARRIER of it obligations and responsibilities with respect to any shipment made herein ider. Such receipt shall be prima facial evidence of receipt of such shipment in good order and condition unless otherwise noted on the face of such receipt by CARRIER. Upon delivery of each shipment made hereunder, CARRIER shall obtain a receipt showing the kind and quantity of product delivered to the consignee of such shipment at the destination specified by BROKER, and CARRIER shall cause such receipt to be signed by the consignee. Any terms, conditions and provisions of the bill of landing manifest or other form of receipt or contract shall be subject and subordinate to the terms, conditions and provisions of this Agreement. CARRIER shall notify the BROKER immediately of any exception made on the bill of lading, manifest or the receipt.
- 5. CARRIER'S OPERATIONS AND EMPLOYEES. CARRIER shall, at its sole cost and expense: (a) furnish all equipment necessary or required for the performance of its obligations hereunder (the "Equipment"); (b) pay all expenses related, in any way, with the use and operation of the Equipment; (c) maintain the Equipment in good repair, mechanical condition and appearance; and (d) utilize only competent, able and legally licensed personnel. CARRIER shall have full control of such personnel and shall perform the service

Plug Into The Talon Network!



hereunder as an independent contractor. CARRIER shall not in any manner sub-contract, broker, or in any other form arrange for the freight to be transported by a third party. If Carrier breaches this provision, they will be liable for consequential damages for violation of this clause of the agreement in addition to the indemnity obligation reflected in this agreement.

If perishables are brokered a perishables/reefer clause is required for coverage:

•••Please include the below clause in your preferred section if you require coverage for perishables/reefer

Carrier Moving Perishables. Carrier warrants that the carrier will inspect or hire a service representative to inspect a vehicle's refrigeration or heating unit at least once each month. Carrier warrants that they shall maintain a record of each inspection of refrigeration or heating unit and retain the records of the inspection for a least one year. Copies of these records must be provided upon request to the carrier's insurance company and Broker. Carrier warrants that they will maintain adequate finel levels for the refrigeration or heating unit and assume full liability for cloims and expenses incurred by the Broker or the shipper for failure to do so. The carrier must provide their cargo insurance carrier with all records that relate to a loss and permit copies and abstracts to be made from them upon request. The following rules shall apply: (a) Destination market value for lost or damaged cargo, no special or consequential damages unless by special agreement; (b) Claims will be filed with Carrier by Shipper; (c) claims notification procedures will be followed in accordance with procedure described in 49 C.F.R. 3 **0.1-11*.

- 6. INDEMNITY. CARRIER shall defend, indemnify and hold harmless BROKER from and against all loss, damage, expense, cost including reasonable attorney fees, fines actions and claims for injury to persons (including death) and for damage to property arising out of or in connection with CARRIER's failure to comply with the terms of this Agreement or CARRIER's loading, handling, transporting, unloading or delivery of any shipments made hereunder.
- 7. INSURANCE. CARRIER shall procure and maintain, at its sole cost and expense, liability insurance with a reputable and financially responsible insurance carrier, with a rating of no less than B+ insuring CARRIER for the following: Commercial Automobile liability insurance in an amount not less than \$1,000,000 per occurrence. Commercial General liability insurance with a combined single limit of no less than \$1,000,000 per occurrence. Motor Truck Cargo insurance with limits for the full value of the cargo under carriage, subject to a minimum of \$100,000 per occurrence, in additional to any other insurance that may be required by applicable law (i.e. workman's comp). CARRIER will cause BROKER to be named as an additional insured on such insurance, and shall furnish to BROKER written certificates obtained from the insurance carrier showing that such insurance has been procured, is being properly maintained, the expiration date and specifying that written notice of cancellation per modification of the policies shall be given to BROKER at least thirty (30) days prior to such cancellation or modification request, CARRIER shall provide BROKER with copies of applicable insurance policies.



- 8. FREIGHT LOSS, DAMAGE OR DELAY. BROKER shall submit to CARRIER written notice of any cargo claim, including loss or expenses resulting from CARRIER's delay in providing service, written twelve (2) months of the delivery date of this shipment, or, if no delivery, the date of the occurrence resulting in the claim. The filing, processing and disposition of all cargo claims shall be governed by 49 C.f.R. '370 etseg. The parties agree that federal common carrier laws of liability (i.e. Carmack Amendment liability) shall apply to all shipments being transported by CARRIER under this agreement. In addition, however, CARRIER shall be liable to BROKER for all economic loss, including consequential damages that are incurred by BROKER or BROKER's customers for any freight loss, damage or delay claim.
- 9. WAIVER OR CARRIER'S LIEN. CARRIER shall not withhold any goods of BROKER's customer on account of any dispute as to prices or any alleged failure of BROKER to pay charges incurred under this Agreement. CARRIER is relying upon the general credit of BROKER and hereby waives and releases all liens that CARRIER might otherwise have to any goods of BROKER's customers in the possession or control of CARRIER.
- 10. PAYMENTS. CARRIER will charge and BROKER will pay for transportation service . performed under this Agreement, the rates and charges as shown on the Schedule of Rates attached as Appendix A and any written supplements or revisions thereto signed and agreed to by CARRJER and BROKER. Payment by BROKER will be made within thirty (30) days of receipt by BROKER of CARRIER's freight bill, bill of lading, clear delivery receipt, and any other necessary billing documents enabling BROKER to ascertain that service has been provided at the agreed upon charge. In the event service is provided and it is subsequently discovered that there was no applicable rate in the existing Schedule of Rates or supplements, the parties agree that the rate paid by the BROKER and collected by the CARRIER shall be the agreed upon contract rate. In no event shall the BROKER be liable for any transportation charges for which BROKER did not have primary responsibility for payment under the circumstances surrounding the involved shipment. CARRIER agrees that BROKER is solely liable for all freight charges related to the transportation services provided herein, and, as, such, CARRIER agrees to refrain from all collection efforts against the shipper, receiver, consignor, consignee or BROKER's customers. BROKER may deduct from any payment any amount CARRIER is indebted to BROKER, including freight loss, damage and delay claims.
- 11. CARRIER WILL NOT SOLICIT BROKER'S CUSTOMERS. CARRIER will not solicit traffic from any shipper, consignor, consignee or customer of BROKER where (1) the availability of such traffic first became known to CARRIER as a result of BROKER's efforts, or (2) the traffic of the shipper, consignor, consignee or customer of BROKER was first tendered to CARRIER by BROKER. If CARRIER breaches this Agreement and directly or indirectly solicits traffic from customers of BROKER and obtains traffic from such customer during the term of this Agreement per the twelve (12) months thereafter, CARRIER shall be obligated to pay BROKER, for a period of fifteen (15) months thereafter, commission in the amount of twenty percent (20%) of the transportation revenue resulting from



traffic transported for such customer, and CARRIER shall provide BROKER with all documentation requested by BROKER to verify such transpoliation revenue.

- 12. ASSIGNMENT/MODIFICATION BENEFIT OF AGREEMENT. This agreement may not assigned or transferred in whole in part, and supersedes all other agreements and all tariffs, rates, classifications and schedules published, filed or otherwise maintained by CARRIER. This Agreement shall be binding upon and ensure to the benefit of the parties hereto.
- 13. <u>SEVERABILITY</u> In the event that the operation of any portion of the Agreement results in a violation or any law, the parties agree that such portion shall be server able and that the remaining provisions for the Agreement shall continue in full force and effort.

14. WAIVER. CARRIER and BROKER expressly waive any and all rights and remedies allowed under 49 U.S.C. '14101 to the extent that such rights and remedies conflict with this Agreement. Failure of BROKER to insist upon CARRIER's performance under this Agreement or to exercise any right or privilege shall not be a waiver of any BROKER's rights or privileges herein.

IN "WITNESS WHEROF, the patties hereto have caused this Agreement to be executed in their respective names by their duly authorized representatives as of the date first above written

Talon Logistics LLC.

BROKER	CARRIER	
Ву:	Ву:	
Printed:	Printed:	
Title:	Title:	
Witness:	Wilness:	_
Date:	Date:	



U.S. Department of Transportation Federal Motor Carrier Safety Administration

400 7th Street SW Washington, DC 20590

SERVICE DATE
December 13, 2002

LICENSE MC-440662-B TALON LOGISTICS LLC NEW ALBANY, IN

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 uphicle

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 Fallure to maintain compliance will constitute sufficient grounds for revocation of this authority

Terry Shelton, Director

Terry Shelton

Office of Data Analysis & Information Systems

FMCSA Motor Carrier

USDOT Number: 2229771 Docket Number: MC440662

Legal Name:

TALON LOGISTICS, LLC

DBA (Doing-Business-As) Name



Addresses

Business Address:

2325 GREEN VALLEY RD

NEW ALBANY, IN 47150

Business Phone: Mail Address:

(812) 285-0219

Business Fax: Fax: (812) 944-5135

PO BOX 2124

JEFFERSONVILLE, IN 47131

(812) 285-0219

Mail Fax:

Undeliverable Mall: NO

Authorities:

Mail Phone:

Common Authority: NONE

Broker Authority:

NONE Contract Authority:

ACTIVE

Application Pending: Application Pending: NO NO

Application Pending:

NO

Property: Privale:

YES NO

Passenger: Enterprise:

NO NO

Household Goods:

NO

insurance Requirements:

BIPD Exempt: Cargo Exempt: NO **BIPD Waiver: NO**

BIPD Required: \$0 Cargo Required NO

BIPD on File: Cargo on File:

\$0

BOC-3:

YES

Bond Regulred: YES

Bond on File:

NO YES

Blanket Company: EVILSIZOR PROCESS SERVERS LLC

Comments:

Active/Pending Insurance:

84 Form: Type: SURETY **Posted Date** 10/09/2013 Policy/Surety Number: 5444301 Coverage From: \$0 To: \$75,000 Effective Date: 10/01/2013 Cancellation Date:

Insurance Carrier GREAT AMERICAN INSURANCE CO.

Altn: GREAT AMERICAN INSURANCE COMPANY

Address: 301 EAST FOURTH STREET

CINCINNATI, OH 45202 US

Telephone: (800) 858 - 8335

Fax. (513) 287 - 8230

Run Date: April 24, 2019

Run Time: 18:01

Page 1 of 3

Data Source: Licensing and Insurance li_camer

^{*} If a carrier is in compliance, the amount of coverage will always be shown as the required Federal minimum (\$5,000 per vehicle, \$10,000 per occurrence for cargo insurance, \$75,000 for bond/trust fund insurance for brokers and freight forwarders). The carrier may actually have higher levels of coverage.

FMCSA Motor Carrier

USDOT Number: 2229771 Dockel Number: MC440662

TALON LOGISTICS, LLC Legal Name:

DBA (Doing-Business-As) Name



\$0

Rejected Insurances:

Form: Type:

Policy/Surety Number: Received:

Coverage From:

Rejected:

Rejected Reason:

Insurance History:

Form: 84 Type: SURETY

Policy/Surety Number: NONE

Coverage From To: 10/01/2013

\$0 To: Disposition: Replaced

\$0 To:

\$10,000

Effective Date From:

Insurance Carrier GREAT AMERICAN INSURANCE CO.

Attn: GREAT AMERICAN INSURANCE COMPANY

Address: 301 EAST FOURTH STREET

11/21/2002

CINCINNATI, OH 45202 US

Telephone: (800) 858 - 8335 Fax: (513) 287 - 8230

84 Form:

Type: SURETY

Policy/Surety Number: FS544 43 01

Coverage From To: 11/21/2002

\$0 To: Disposition: Replaced \$10,000

Effective Date From:

Insurance Carrier GREAT AMERICAN INSURANCE COMPANY OF NEW YORK

Altn: GREAT AMERICAN INS. CO. Address: 301 EAST FOURTH STREET

11/21/2002

CINCINNATI, OH 45202 US

Telephone: (513) 369 - 5013 Fax: (513) 369 - 3655

Form: 84 Type: SURETY

Policy/Surety Number: 5444301

Coverage From

\$0 To: \$75,000

Effective Date From:

10/01/2013

To: 10/01/2013

Disposition: Replaced

Insurance Carrier GREAT AMERICAN INSURANCE CO.

Altn: GREAT AMERICAN INSURANCE COMPANY

Address: 301 EAST FOURTH STREET

CINCINNATI, OH 45202 US

Telephone: (800) 858 - 8335

Fax: (513) 287 - 8230

Page 2 of 3

Run Date: April 24, 2019

Run Time: 18:01

Data Source: Licensing and Insurance li_carrier

^{*} If a carrier is in compliance, the amount of coverage will always be shown as the required Federal minimum (\$5,000 per vehicle, \$10,000 per occurrence for cargo insurance, \$75,000 for bond/trust fund insurance for brokers and freight forwarders). The carrier may actually have higher levels of coverage.

FMCSA Motor Carrier

USDOT Number: 2229771 Docket Number. MC440662

Legal Name: TALON LOGISTICS, LLC

DBA (Doing-Business-As) Name

FMCSA

Authority History:

Sub No. Authority Type

Original Action

Disposition Action

PROPERTY BROKER

GRANTED

12/13/2002

Pending Application:

Authority Type

Filed

Page 3 of 3

Status

Insurance

BOC-3

Revocation History:

Authority Type

1st Serve Date

2nd Serve Date

Reason

Run Date: April 24, 2019

Run Time: 18:01

Data Source: Licensing and Insurance li_carrier

Form W=9

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

Request for Taxpayer Identification Number and Certification

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

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

	THE COLOR WAS TO BE SEEN TO THE SEEN TH	errecons and ma lotast might still our				
	1 Name (as shown on your income tax return). Name is required on this line of	lo not leave this line blank.				
	2 Business name/disregarded entity name, if different from upove					
page J.	3 Check appropriate box for federal lax classification of the person whose natioflowing seven boxes.	•	4 Examptions (codes apply only to certain ent lies, not individuals, see Instructions on page 3)			
75 On	Induktus//solo proprietor or C Corporation S Corporation single-member LLC	n 🔲 Parthership 🔲 Trust/estate	Exempt payes code (-i any)			
옷음	Limited Lability company. Enter the tax classification (CaC corporation, S	S=S corporation, F=Partnership) >				
Print or type. Speetlic Instructions	Note: Check the appropriate box in the line above for the tax class ficall LLC II the LLC is classified as a single-member. LC that is disregarded if enother LLC that a not disregarded from the owner for U.S. federal tax is disregarded from the owner about a theck the appropriate box for the	from the owner unless the owner of the LLC is	Exemption from FATCA reporting code (if any)			
TO	Other (see Instructions) >		(Acarel & Issuert) Removed Australia (II)			
S.	6 Address (number, etreet, and apt. or su to no.) See instructions	Requester's name	end address (optional)			
See	6 City, state and ZIP code					
	o Gry, seuter and cir code					
	7 List account number(s) here (optional)					
Par	Taxpayer Identification Number (TIN)					
Enter	your TIN in the appropriate box. The TIN provided must match the nat	me given on line 1 to avoid Social se	curky number			
backı, reside	p w.thholding. For individuals, this is generally your social security runnt alien, sole proprietor, or disregarded entity, see the instructions for	mber (SSN). However, for a				
entitie	s, it is your employer identification number (EIN). If you do not have a	number, see How to get a				
77N, 1/		Of .				
Numb	If the account is in more than one name, see the instructions for line to er To Give the Requester for guidelines on whose number to enter.	I. Also see What Name and Employe	Identification number			
	The state of the s		-			
Par	III Certification					
Unde	penalties of perjury. I certify that					
2. I an Ser	number shown on this form is my correct taxpayer identification num n not dubject to backup withholding because: (a) I am exempt from ba vice (IRS) that I am subject to backup withholding as a result of a failu longer subject to backup withholding; and	clum withholding, or this I have not been a	solitized by the Internal Devenue			
3. Fan	a U.S. citizen or other U.S. person (defined below); and					
	FATCA code(s) entered on this form (if any) indicating that I am exem	pt from FATCA reporting is correct.				
Certifl you ha acquis other I	calion instructions. You must cross out item 2 above if you have been nove foiled to report all interest and dividends on your tax return. For real colling or abandonment of secured property, cancellation of debt, contributed in the certification, the interest and dividends, you are not required to sign the certification, the	not fied by the IRS that you are currently sultate transactions, item 2 does not apply. Figure 10 an individual intrament arrangement	or mortgage interest paid			
Sign Here	Signature of U.S. person >	Date ►				
Gei	neral Instructions	Form 1099-DIV (dividends, including funds)	those from stocks or mulual			
Section noted	references are to the Internal Revenue Code unless otherwise Form 1093-MISC (various types of income, prizes, awards, or		ncome, prizes, awaids, or gross			
relater	receeds) ature developments. For the latest information about developments lated to Form W-9 and its instructions, such as legislation enacted leans actions by brokers) proceeds) Form 1099-8 (stock or mutual fund sales and certain of transactions by brokers)		sales and certain other			
	ney were published, go to www.irs.gov/FormW9,	• Form 1099-S (proceeds from real es	itate transactions)			
	pose of Form	Form 1099-K (merchant card and third party network transactions)				
An individual or entity (Form W-9 requester) who is required to life an information return with the IRS must obtain your correct taxpayer		 Form 1098 (home mortgage interest 1098-T (luition)), 1098-E (student loan interest),			
	ication number (TIN) which may be your social security number individual taxpayer identification number (TIN), adoption	• Form 1099-C (canceled debi)				
ахра	er identification number (ATIN), or employer identification number		Form 1099-A (acquisition or abandonment of secured property)			
(EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information		Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.				
	s include, but are not limited to, the following. 1 1099-INT (interest earned or paid)	If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later				