Welcome Valued Carrier:

AG Source, Inc. works with an extended base of carriers across the nation. With combined 200+ years' experience, AG Source has been a leader in providing companies with their logistics needs across North America. We are a full service transportation provider specializing in the truckload, dry bulk, van, and LTL services.

AG Source is a "Gold Book" transportation brokerage company that maintains long standing relationships with our national network of feed mill companies, manufacturers and distribution companies. We have access to routes throughout North America.

Thank you for your interest in AG Source. Please review and complete the forms in the following "Carrier Packet" to insure a quick and seamless setup.
We look forward to working with you and building a strong relationship.

Sincerely,

AG Source, Inc.

4910 Corporate Centre Drive, Suite 110, Lawrence, KS 66047 • **Phone.** 785.841.1315 • **Fax.** 785.841.1316

CARRIER REFERENCES

VANS
FLATBED
REEFER:

ABI EXPRESS INC
1521 SNOWY PLOWER
EL PASO, TX 79928
915-887-8122

LANDSTAR RANGER
13410 SUTTON PARK PLACE
PO BOX 19160
JACKSONVILLE, FL 19160
806-677-0089

MVT SERVICES INC
DEPT. 3138
PO BOX 123138
DALLAS, TX 75312
915-791-4000

BULK
HOPPERS
END DUMPS:

BVS TRANSPORT LLC.
1121 KINGSTON COURT
ANNA, TX 75409
405-255-2620

SPIES TRUCKING
9561 SW HWY 77
AUGUSTA, KS 67010
316-323-8528
EMAIL: DSPIES1971@GMAIL.COM

THE BONES CO, INC
PO BOX 41
3557 HWY 59
OTTAWA, KS 66067
785-242-3070

CARRIER SET UP REQUIREMENTS

The following information and documents are needed for proper carrier set up. These items are needed prior to hauling or receiving payment for services from AG Source, Inc.

1. **Company Information** - contacts, physical and remit to address(s), phone, fax, cell and email.
2. **Signed W-9** - listing the legal name/address as registered with the IRS with the matching EIN, TIN or SSN.
3. **Authority/MC #** - license issued by the U.S. Department of Transportation.
4. **Certificate of Insurance** - listing AG Source, Inc., 4910 Corporate Centre Drive, Suite 110, Lawrence, KS 66047 as a certificate holder.

   Required for Dry bulk / Hoppers:
   Auto Liability - $1,000,000
   Cargo - $50,000

   Required for Vans / Reefers / Flatbeds:
   Auto Liability - $1,000,000
   Cargo - $100,000
5. **A copy of the Workers Comp Policy or your Occupational Accident Insurance Policy** - listing AG Source, Inc. as a certificate holder.
6. **Carrier Contract Agreement** - completed and signed.
7. **Factoring Company** - if you are contracted with a factoring company, we need a letter of assignment.
8. **Quick Pay** -Available option for **BULK CARRIERS ONLY**. Quick Pays are processed within 1 to 2 business days of receipt as long as all requirements are met. To request **"Quick Pay"**, you must indicate "**Quick Pay**" boldly on your invoice and on the outside of your mailing envelope.

Information can be faxed, mailed or emailed to (see Invoicing Requirements):

AG Source, Inc.
4910 Corporate Centre Drive, Suite 110
Lawrence, KS 66047
Phone: 785-841-1315
Fax: 785-312-5353
Email: **michelle@ag-source.com** and **heather@ag-source.com**

CARRIER PROFILE

Please print clearly.

Carrier _____

Remit address _____

City/State/Zip _____

Phone # _____

Cell # _____

Fax # _____

Physical Address _____

City/State/Zip _____

Dispatch contact _____

Dispatch cell # _____

Dispatch email:

_____

Federal ID Number _____

Are you bonded? ☐ **YES** ☐ **NO**

Incorporated? ☐ **YES** ☐ **NO**
If yes, S Corp ☐ **C Corp** ☐ **LLC** ☐
If no, Sole Proprietor ☐ **Partnership** ☐

Operating Authority # MC _____

USDOT # _____

SCAC Code _____

Accounts Receivable Contact

_____

AR Phone # _____

AR Email:

_____

Do you have a factoring company? ☐ **YES** ☐ **NO** **(If yes, please provide Notice of Assignment)**

Name of Factoring Company _____

Remit address of Factoring Company _____

City/State/Zip of Factoring Company _____

Equipment Information

 # Hoppers _____ **# Vans** _____ **# Reefers** _____ **# Flatbeds** _____ **# Pneumatics** _____ **# End Dumps** _____

Any other equipment? _____

Are you Haz-Mat certified (please provide documents)? ☐ YES ☐ NO
Other Endorsements (please provide documents): ☐ YES ☐ NO

INVOICING REQUIREMENTS

AG Source offers two payment terms. Regular Pay, net twenty-one (21) days from receipt of invoice and Quick Pay (for a small fee), which is 1-2 business days as long as all requirements below are met. Payment can be made via direct deposit (ACH) or paper check. Payments will be made to the carrier in which the load was tendered. In order to receive payment the following must be submitted.

.

1. An invoice that includes the following: the seven digit load number(s), product hauled, pick-up and delivery dates, billing weight, billing rate, and total due per load hauled. Any items omitted may cause a delay in your invoice being processed.

2. **DRIVER MUST RETAIN ORIGINAL PAPERWORK!! Depending on our customer, originals may be required to process your invoice.** Paperwork to include with your invoice will be the following: signed Load Confirmation sheet, provided by your dispatcher, all origin and destination paperwork provided (ie - scale tickets, BOLs, lumper, wash out receipts).

3. **Detentions/Demurrages/Accessorial charges** – You must notify your dispatcher as soon as possible of any problem. You must have date/time in, date/time out and authorized signatures on the location's paperwork in order to be processed. Detentions will be paid once our customer pays.

4. Any invoices and supporting documents submitted with copies via email or mailed in, must be clear and legible. Please remember that originals could be required.

5. If you are requesting **"Quick Pay"**, you must indicate "**Quick Pa**y" boldly on your invoice and on your mailing envelope.

6. AG Source must also have a **CURRENT** copy of your Certificate of Insurance, Authority, and a signed W-9 on file before payment will be issued.

7. Any other issues please contact your dispatcher prior to leaving the facility or if you have any other questions.

Invoices may be submitted to the address below or emailed to one of the following: michelle@ag-source.com and lori@ag-source.com . Questions regarding original paperwork requirements may be sent via email as well.

AG Source Inc
4910 Corporate Centre Dr, Ste 110
Lawrence, KS 66047

INITIAL _____

DIRECT DEPOSIT/ACH AUTHORIZATION FORM

CARRIER: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

CONTACT NUMBER: _____

EMAIL for remittance: _____

MC # : _____

DATE: _____

4910 Corporate Centre Dr Suite 110
Lawrence, KS 66047
785-841-1315 (dispatch)
785-841-1316 (dispatch fax)
785-312-5353 (accounting fax)

QUICK PAY OPTIONS: Available for BULK CARRIERS ONLY. ***(PAID WITHIN 2 business days)*** :
ACH (3.5% per load + $5) or Paper Check (3.5% per load)

REGULAR PAY (*PAID 21 DAYS FROM RECEIPT*) with NO Fees: ACH or Paper Check

NAME OF BANK	
ADDRESS	
CITY, STATE, ZIP	
PHONE AT BANK	
CONTACT PERSON	
BANK ROUTING #	
BANK ACCOUNT #	
TYPE OF ACCOUNT	Please check: ☐ CHECKING ☐ SAVINGS
NAME AS IT APPEARS ON ACCOUNT	

PLEASE PROVIDE A VOIDED CHECK*

AUTHORIZED SIGNATURE: _____

Print Name & Position Title _____

Please fill out as complete as possible and fax to 785-312-5353 or email to michelle@ag-source.com and heather@ag-source.com. Thank you.

This Agreement shall govern the services provided by _____, a licensed and authorized motor carrier pursuant to USDOT #_____ Docket No. MC#_____ hereinafter referred to as "Carrier") and AG Source Inc. (hereinafter referred to as "Broker"), a licensed property broker pursuant to Docket No. MC#. Broker and Carrier agree that notwithstanding other provisions, carriage documents or regulation to the contrary, this Agreement shall govern Carrier's performance and obligations pertaining to transportation services for freight tendered to Carrier hereunder.

1. Broker Status. 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).

1.1 Carrier Status, Rights and Responsibility. Carrier will perform its 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 intra-provincial 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.

1.2 No Right to Lien or Delay Release of Cargo or Equipment. Carrier will not assert any lien or make any claim on any cargo or equipment, and no lien will attach against Broker, its Customers or any cargo or equipment, for failure of Broker, the Customer or any other third party to pay Carrier for charges due to Carrier.

1.3 Waiver of Rights. Carrier shall, notwithstanding any other terms of this Agreement, expressly waive all rights and remedies under Title 49 U.S.C., Subtitle IV, Part B to the extent they conflict with this Agreement.

INITIAL _____

1.4 Re-Broker/Sub-Contract Prohibition. Carrier expressly agrees that all freight tendered to it by Broker shall be transported on equipment operated only under the authority of Carrier, and that 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 without the 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 delivering 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 reflected in this agreement the Carrier will be liable for consequential damages for violation of this clause of the agreement.

1.5 Authorities and Licenses, Compliance with Laws. Carrier warrants that it will provide physical transportation of shipments as a fully qualified motor carrier that holds all required federal and state operating authorities. If Carrier's safety rating changes at any time during this Contract's term or if Carrier is sold, merges or dissolves or experiences a change in control of ownership, Carrier will notify Broker immediately (within 24 hours). Carrier will comply with applicable federal, state and/or local laws and regulations (including obtaining all permits and licenses), and any representations or contractual clauses required thereby will be incorporated herein by reference or by operation of law.

2. Booking Confirmation. Carrier shall transport shipments arranged by Broker pursuant to carrier load or Booking confirmation sheet(s) included herewith or subsequently incorporated by reference.

3. Compensation. Broker shall pay Carrier for services rendered in an amount equal to the rates and accessorial charges agreed to on the Broker/Carrier Rate Confirmation Sheet or other signed writing. Carrier must submit proof of delivery with invoices to Broker as a precondition of payment for services hereunder. Payment terms shall be twenty-one (21) days from receipt of necessary supporting documentation.

3.1 Payment of Invoices. Carrier agrees that Broker is the sole party responsible for payment of Carrier's invoices and that, under no circumstance, will Carrier seek payment from other parties, to include the shipper or consignee.

INITIAL _____

4. Insurance. Carrier agrees to provide any insurance coverage's required by any government body for the types of transportation and related services specified in load confirmation communications received from Broker. All insurance required by this Agreement must be written by an insurance company having a Best's rating of "B+" VII or better and must be authorized to do business under the laws of the state(s) or province(s) in which Carrier provides the transportation and related services as specified in load confirmation communications received from Broker. Carrier's insurance shall be primary and required to respond and pay prior to any other available coverage. Carrier agrees that Carrier, Carrier's insurer(s), and anyone claiming by, through or under Carrier shall have no claim, right of action, or right of subrogation against Broker, its affiliates, or its Customer based on any loss or liability insured under the insurance stipulated herein. Carrier represents and warrants that it will continuously fulfill the requirements of this Section throughout the duration of this Agreement. Broker shall be notified in writing by Carrier's insurance company at least thirty (30) days prior to the cancellation, change or non-renewal of the submitted insurance policies. Carrier shall at all times during the term of this agreement have and maintain in full force and effect, at its expense, (i) Motor Truck Cargo insurance or a superior equivalent, with limits for the full value of the cargo under carriage subject to a minimum limit never less than US$100,000 per shipment, a deductible no greater than US $10,000 per shipment and at least the same coverage limit and deductible per shipment while in storage or at a storage facility enroute to the consignee, (ii) Commercial Automobile Liability insurance with a combined single limit of not less than US $1,000,000 per occurrence and without aggregate limits, (iii) Commercial General Liability insurance, in a limit of not less than US $1,000,000 per occurrence, (iv) Worker's Compensation insurance in the amounts required by statute, and Employer's Liability insurance with limits not less than US $500,000 per occurrence, and (v) if Carrier provides Transportation Services for hazardous materials under United States Department of Transportation ("DOT") regulations, public insurance including Commercial Automobile insurance limits required for the commodity transported under 49 C.F.R § 387.7 and 387.9 (or successor regulations thereto) and statutory required Commercial Automobile insurance limits pertaining to the hazard classification of the cargo as defined by DOT, an MCS-90 and Broadened Pollution Liability endorsements for limits required by law and full policy limits. Carrier shall, prior to providing transportation and related services pursuant to this Agreement, name Broker, as a certificate holder, as required on the foregoing insurance policies and shall cause its insurance company to issue a certificate to Broker, evidencing the foregoing. When Carrier provides Transportation Services that involve origins and destinations solely within Canada, Carrier shall be current in its remittances to the appropriate Worker's Compensation Board of the Carrier's province, shall provide a certificate issued by the appropriate Worker's Compensation Board of the Carrier's province certifying that the Carrier is not delinquent and is current in its remittances to that authority, and shall have such other insurance or higher coverage limits required by applicable Canadian national or provincial law or regulation.

INITIAL _____

Insurance will meet or exceed the requirements of federal, state and/or Provincial regulatory bodies having jurisdiction over Carrier's performances pursuant to this agreement. During this Contract's term, the insurance policies required hereunder and any replacement policies will (i) insure the interests of Broker and, (ii) cover all drivers, equipment and cargo used in providing Transportation Services and (iii) not contain any exclusions or restrictions as to designated premises or project, pertaining to unattended equipment or cargo, for unscheduled equipment, for unscheduled drivers or cargo, for fraud or infidelity, for tarp warranty, for wetness or dampness, for geographical location in the United States, for trailers unattached to the power unit, or for a particular radius of operation.

5. Carrier Moving Perishables. Carrier will verify that the equipment is suitable for the transportation of food, dairy & milk products for human or animal consumption, as applicable, as well as for other perishables, and will comply with all applicable laws and regulations, including maintenance of permits and record keeping requirements, for food, dairy & and if milk is transported, comply with the procedures stipulated at the attached Exhibits A, B. C & D, incorporated as an integral part of this Agreement. 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. Each unit will maintain temperature data loggers in good working condition and provide the temperature readings upon request.

Carrier warrants that they will maintain adequate fuel levels for the refrigeration or heating unit and assume full liability for claims and expenses incurred by the Broker or the shipper for failure to do so.

Carrier will maintain effective driver screening, training, qualification and monitoring procedures and will provide Broker with information about these procedures upon request. Carrier will cause its drivers and other Carrier Representatives to operate their vehicles and equipment in a proper and lawful manner and to maintain equipment used to provide the Transportation Services in good, safe, sanitary, disinfected and lawful operating condition at all times. Carrier will use equipment that has been cleaned and sanitized in accordance with reasonable efforts not to supply equipment for Transportation Services that has been previously used to transport other product. The Carrier must provide their cargo insurer with all records that relate to a loss and permit copies and abstracts to be made from them upon request. Broker's customer is a third party beneficiary of this Agreement. 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 Broker or Shipper.

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Carrier will inspect all empty equipment before loading to determine whether it is in apparent good condition (i.e., it appears to be sound, roadworthy, clean, odor-free, dry, leak proof and free of contamination or infestation) to protect the cargo being transported. Carrier will reject any equipment that is not in apparent good condition, clean and disinfected and will immediately (no later than 60 minutes) inform Broker of its rejection. Carrier acknowledges that if Carrier fails to inspect the equipment when it has the opportunity to do so, Carrier assumes liability related to such failure, for damage or loss to product cargo transported in such equipment.

All vehicles used for the transportation of pasteurized milk and milk products shall be constructed and operated so that the milk and milk products are maintained at 7ºC (45ºF) or less and are protected from contamination. Milk tank cars, milk tank trucks, and portable shipping bins shall not be used to transport or contain any substances that may be toxic or harmful to humans.

Carrier will maintain compliance with California TRU Regulation under California Code of Regulations Title 13, Division 3, Chapter 9, Article 8, Section 2477, as applicable.

6. Shipping Document Execution. Carrier is to be named on the bill of lading as the "carrier of record".

7. INDEMNIFICATION. CARRIER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS BROKER, ITS AFFILIATES AND ITS CUSTOMERS (AS INTENDED THIRD PARTY BENEFICIARIES) FROM ANY AND AGAINST ALL LOSSES (as defined below) ARISING OUT OF OR IN CONNECTION WITH THE TRANSPORTATION SERVICES PROVIDED UNDER THIS CONTRACT, INCLUDING THE LOADING, UNLOADING, HANDLING, TRANSPORTATION, POSSESSION, CUSTODY, USE OR MAINTENANCE OF CARGO OR EQUIPMENT OR PERFORMANCE OF THIS CONTRACT (INCLUDING BREACH HEREOF) BY CARRIER OR ANY CARRIER REPRESENTATIVE. CARRIER'S OBLIGATION TO INDEMNIFY AND DEFEND SHALL NOT BE AFFECTED BY ALLEGED NEGLIGENCE OR WILLFUL MISCONDUCT OF BROKER, ITS AFFILIATES OR CUSTOMERS. IT IS THE INTENT OF THE PARTIES THAT THIS PROVISION BE CONSTRUED TO PROVIDE INDEMNIFICATION TO BROKER, ITS AFFILIATES AND CUSTOMERS TO THE MAXIMUM EXTENT PERMITTED BY LAW. IF THIS PROVISION IS FOUND IN ANY WAY TO BE OVERBROAD, IT IS THE PARTIES INTENT THAT THIS PROVISION BE ENFORCED TO ALLOW INDEMNIFICATION TO THE MAXIMUM EXTENT PERMISSIBLE. "Losses" mean any and all losses, liabilities, obligations, personal injury, bodily injury, property damage, loss or theft of property, damages, penalties, actions, causes of action, claims, suits, demands, costs and expenses of any nature whatsoever, including reasonable attorneys' and paralegals' fees and other costs of defense, investigation and settlement, costs of containment, cleanup and remediation of spills, releases or other environmental contamination and costs of enforcement of indemnity obligations.

INITIAL _____

8. Carrier's Cargo Liability. Carrier assumes full liability for the greater of replacement cost, Shipper's/Consignor's commercial invoice or market value for loss, damage or destruction of any and all goods or property tendered to Carrier by Broker, and for the full course of carriage. Carrier shall inspect each load at the time it is tendered to Carrier to assure its condition. If Carrier is tendered a load which is not in suitable condition, it shall notify Broker, immediately. Cargo which has been tendered to Carrier intact and released by Carrier in a damaged condition, or lost or destroyed subsequent to such tender to Carrier, shall be conclusively presumed to have been lost, damaged or destroyed by Carrier unless Carrier can establish otherwise by clear and convincing evidence. Deliveries with broken seals shall be rejected and declared a total loss for which the Carrier is held responsible.

Carrier shall either pay Broker directly or allow Broker to deduct from the amount Broker owes Carrier, the amount of Customer's full actual loss. Carrier agrees that it will assert no lien against cargo transported hereunder. Broker, shall deduct from the amount Broker otherwise owes Carrier, the Customer's full actual loss of all claims that are not resolved within ninety (90) days of the date of the claim. Carrier agrees to indemnify Broker, for any payments relating to such loss or damage incurred hereunder. In the event of an accident, Carrier shall notify Broker immediately for further instructions. Carrier shall return all damaged shipments at its expense to the point of origin or to other points as instructed by Broker. Claims notification & salvage procedures will be followed in accordance with the procedure described in 49 C.F.R. §370.1-11. Carrier will make all payments pursuant to the provisions of this Section within thirty (30) days following receipt by Carrier of Customer's invoice or demand and supporting documentation for the claim.

8.1 Salvage Claims. Carrier shall waive any and all right of salvage or resale of any of Customer's damaged goods and shall, at Broker's reasonable request and direction, promptly return or dispose, at Carrier's cost, any and all of Customer's damaged and goods shipped by Carrier. Carrier shall not under any circumstance allow Customer's goods to be sold or made available for sale or otherwise disposed of in any salvage markets, employee stores, or any other secondary outlets. In the event that damaged goods are returned to Customer and salvaged by Customer, Carrier shall receive a credit for the actual salvage value of such goods.

9. Governing Law. Consent to Jurisdiction and Integration. This Contract will be construed, to the extent not pre-empted by applicable federal law, under the laws of the State of California, without giving effect to any choice or conflict of law rules. Broker and Carrier waive all right to trial by jury in any action, suit or proceeding brought to enforce or defend any rights or remedies under this Contract. Each of the parties hereby irrevocably and unconditionally (i) submits to the exclusive jurisdiction of any federal or state court sitting in California in any suit, action or arising out of, connected with, related to, or incidental to the relationship established among them in connection with this Contract and (ii) waives, to the fullest extent permitted by law, any

INITIAL _____

objection to venue or any defense of inconvenient forum in connection with any such court; provided however that jurisdiction for disputes regarding claims brought by third parties requiring Carrier's indemnification hereunder may be effected in the courts where such third party claims are filed. This written Agreement, together with any load confirmation, contains the entire agreement between the parties and may only be modified by signed written agreement.

9.1 Safety Rating. Carrier shall endeavor to maintain a satisfactory U.S. DOT Safety Rating but under no circumstances is Carrier allowed to provide services under this contract if their safety rating falls to "unsatisfactory".

10. Confidentiality Obligations. Carrier acknowledges that in carrying out this Contract, it will learn proprietary information about Broker and its business, including its rates, services, personnel, computer systems, Customers, traffic volumes, origins and destinations, commodity types, shipment information and business practices (the "Information"). During this Contract's term and for 12 months after its termination, Carrier will hold the Contract provisions and Information in confidence, restrict disclosure to those Carrier Representatives with a need to know, and not use the Information to Broker's competitive detriment or for any purpose except as contemplated hereby. Carrier may disclose Information to the extent required by a governmental agency or under a court order, provided that Carrier notifies Broker of such requirements before disclosure.

10.1 Non-solicitation of Customers. During this Contract's term and for 9 months after its termination, Carrier will not, and will cause the Carrier Representatives not, to directly or indirectly solicit or provide transportation services to any Customer without Broker's prior written consent if (a) that Customer first became known to Carrier as a result of Broker's engagement of Carrier, (b) the type of transportation services, such as the origins and destinations served or commodity types, provided to that Customer first became known to Carrier as a result of Broker's engagement of Carrier or (c) the first shipment transported by Carrier for that Customer was tendered to Carrier by Broker. If Carrier or any Carrier Representative solicits a Customer in violation of this Section, Carrier shall pay to Broker as a commission 10% of the total charges, with a maximum of US $200 per shipment, for transportation services provided by Carrier to such Customer.

11. Savings Clause. If any provision of this Agreement or any Transportation Schedule is held to be invalid, the remainder of the Agreement or the Transportation Schedule shall remain in force and effect with the offensive term or condition being stricken to the extent necessary to comply with any conflicting law.

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This Agreement shall be for the period of one (1) year and shall be automatically renewed unless cancelled. Either party may terminate this Agreement upon fifteen (15) days 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.

_____	_____
Broker Signature	Carrier Signature
By: _____	By: _____
Date: _____	Date: _____

4910 Corporate Centre Drive, Suite 110, Lawrence, KS 66047 • **Phone.** 785.841.1315 • **Fax.** 785.841.1316

Form **W-9**
(Rev. March 2024)
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.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . _____

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) _____

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number

☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** **Date**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

CERTIFICATE OF ASSIGNMENT

For Standard Carrier Alpha Code® (SCAC™)

SCAC	AGAQ
Assigned Date	Saturday, 20 August 2005
Assigned To	AG SOURCE, INC 4910 CORPORATE CENTRE DR., STE 110 LAWRENCE, KS USA 66047 USDOT # 2228140 MC # 413830
Company Contact	HEATHER BIRD
Expiration Date	Monday, 05 July 2027

SCAC Assignment

This SCAC only applies to the company name shown above through the expiration date. Renewal notices are sent approximately three months prior to expiration of this SCAC. A successful renewal must be made prior to the expiration date to ensure its continued validity. For easy renewal, go to https://scaccode.com.

As of 20 August 2005, the safety record for AG SOURCE, INC confirmed identification, as retrieved from the Federal Motor Carrier Safety Administration (FMCSA) Company Snapshot website at https://safer.fmcsa.dot.gov/CompanySnapshot.aspx[1].

To update the company name, address, or contact information affiliated with this SCAC, please fill out and submit your request to NMFTA customer service at https://nmfta.org/support.

To update the authority numbers affiliated with this SCAC, please first contact the U.S. Department of Transportation, and then fill out and submit your update request to NMFTA customer service at https://nmfta.org/support.

Refer to our Terms of Sale at https://nmfta.org/terms-of-sale for additional information regarding our policies governing the handling and administration of a SCAC.

SCACs Ending in “U”

SCACs ending with the letter “U” are reserved for the identification of freight containers. If your SCAC ends with the letter “U”, it should only be used for this purpose. A non-U ending SCAC should be obtained to satisfy other requirements such as company identification for Customs, Electronic Data Interchange, freight payments, etc.

U.S. Customs and Border Protection (CBP) Automated Commercial Environment (ACE) Program Participants

If you participate in the Customs & Border Protection (CBP) ACE program, all SCACs are automatically uploaded to ACE/AES within 24 hours. If you are having issues with your code after 48 hours, please send an email along with a copy of the NMFTA SCAC letter to AMSSCAC@cbp.dhs.gov and askaes@census.gov for review. Additional information on CBP's automated programs can be found at: https://www.cbp.gov/trade/automated/getting-started.

National Motor Freight Classification (NMFC) Participation and NMFTA Membership

A SCAC assignment is not related to participation in the National Motor Freight Classification (NMFC), and it does not allow for the use of the NMFC in connection with freight rates. In addition, a SCAC assignment does not grant membership in the National Motor Freight Traffic Association, Inc. For assistance, please contact NMFTA Customer Service at (866) 411-6632.

Ownership of SCACs

NMFTA develops and maintains the Directory of SCACs and owns the entire copyright interest in the SCAC database.

[1]Federal Motor Carrier Safety Administration (FMCSA). 2005. Company Snapshot for AG SOURCE, INC. Retrieved from https://safer.fmcsa.dot.gov/CompanySnapshot.aspx.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/16/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
LOGISTIQ Insurance Solutions
2609 Manhattan Beach Blvd.
Suite 220
Redondo Beach CA 90278

CONTACT NAME: Grace Jeter
PHONE (A/C, No, Ext): (310) 379-9660 FAX (A/C, No):
E-MAIL ADDRESS: Certificates@logistiq.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : QBE 1036	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
AG Source Inc.

4910 Corporate Centre Drive
Suite 110
Lawrence KS 66047

COVERAGES MI CERTIFICATE NUMBER: Cert ID 5184 (1) REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 5,000,000
	CLAIMS-MADE X OCCUR			V000125-865	10/19/2026	10/19/2027	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 5,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 5,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 5,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
	ANY AUTO			V000125-865	10/19/2026	10/19/2027	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	X Freight Broker Auto / X 3rd Party Liability						Aggregate Limit	$ 5,000,000
A	UMBRELLA LIAB X OCCUR			V000125-865	10/19/2026	10/19/2027	EACH OCCURRENCE	$ 2,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$
A	Freight Broker Cargo Liab			V000125-865	10/19/2026	10/19/2027	any one acc/occ	$ 250,000
A	Cont Cargo Broad Form			V000125-865	10/19/2026	10/19/2027	any one acc/occ	$ 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

INFORMATIONAL PURPOSES ONLY

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/24/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

StateFarm

Kurt Goeser
1811 Wakarusa Drive, Ste 100
Lawrence KS 66047

CONTACT NAME: Kurt Goeser
PHONE (A/C, No, Ext): 785-843-0003 FAX (A/C, No):
E-MAIL ADDRESS: kurt.goeser.jytk@statefarm.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Fire and Casualty Company	25143
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

AG SOURCE INC
4910 CORP CENTRE DR STE 110
LAWRENCE KS 660471002

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC [ ] OTHER:	Y	Y	91-AP-2830-8	03/27/2026	03/27/2027	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 2,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	91-C1-T966-6	03/27/2026	03/27/2027	[X] PER STATUTE [ ] OTH-ER	$
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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