CARRIER AUTHORIZATION CHECKLIST

LOAD LINK LOGISTICS 365 LLC · MC-1720843 · USDOT 4387664
523 Cherry St, Grand Forks, ND 58201 · (701) 335-9891
Return completed packet to: **paperwork@loadlinklogistics365.com**

DISCLAIMER: This checklist and packet are for carrier onboarding. They are not legal, tax, or insurance advice. Carrier should consult its own advisors as needed.

To be considered for approval as a motor carrier with Load Link Logistics 365 LLC, please complete and return **all** of the following:

☐ **Non-Circumvention / Non-Disclosure Agreement (NCNDA)** — signed

☐ **Broker–Carrier Agreement** — signed (all pages initialed where indicated)

☐ **IRS Form W-9** — completed and signed (current IRS form; see W-9 Request)

☐ **Certificate of Insurance (COI)** — meeting requirements on the COI Request form; certificate holder: Load Link Logistics 365 LLC, 523 Cherry St, Grand Forks, ND 58201

☐ **Carrier Profile / Setup Sheet** — completed

☐ **ACH / Payment Information Form** — completed and signed (payee name must match W-9)

☐ **Operating authority** — active MC / USDOT (Broker may verify via FMCSA)

Carrier (print): ____

MC#: ____________________ **USDOT#:** ____________________

Contact name: ______________________________ **Phone:** ____________________

Email: ____

Date submitted: ____________________

Incomplete packets may delay approval. Do not haul freight for Load Link until you receive written dispatch / rate confirmation after approval.

NON-CIRCUMVENTION / NON-DISCLOSURE AGREEMENT

(NCNDA)

DISCLAIMER: This document is a draft for discussion purposes only. It is not legal advice and does not create an attorney–client relationship. Parties should have qualified counsel review before signing.

This Non-Circumvention / Non-Disclosure Agreement (the "**Agreement**") is entered into as of _______________ (the "**Effective Date**"), by and between:

Broker: LOAD LINK LOGISTICS 365 LLC, a limited liability company, 523 Cherry St, Grand Forks, ND 58201; MC-1720843; USDOT 4387664; phone (701) 335-9891; email paperwork@loadlinklogistics365.com (hereinafter "**Broker**").

Carrier: ____, MC# _____________, USDOT# _____________, Address: ____ (hereinafter "**Carrier**").

Broker and Carrier are each a "**Party**" and together the "**Parties**."

1. Purpose

The Parties wish to explore and/or engage in freight brokerage arrangements. In connection therewith, Broker may disclose shipper identities, rates, lanes, and other business information ("**Confidential Information**").

2. Confidentiality

Carrier shall not disclose Broker's Confidential Information to third parties, except to employees/agents with a need to know who are bound by confidentiality obligations at least as protective as this Agreement, or as required by law (with prompt notice to Broker where legally permitted).

3. Non-Circumvention

For a period of **[e.g., twelve (12)]** months after the later of (a) the Effective Date or (b) Carrier's last load arranged by Broker, Carrier shall not knowingly solicit or accept freight directly from a shipper that Broker first introduced to Carrier in connection with Loads arranged by Broker, except: (i) shippers with which Carrier had a documented pre-existing relationship; (ii) shippers Carrier independently developed without Broker's introduction; or (iii) with Broker's prior written consent.

4. Exceptions

Confidential Information does not include information that is or becomes public through no fault of Carrier, was already known to Carrier without duty of confidentiality, or is independently developed without use of Broker's Confidential Information.

5. Term

This Agreement continues for **[e.g., one (1) year]** and thereafter as to Confidential Information for so long as it remains non-public, and as to non-circumvention for the period stated in Section 3.

6. Remedies; Independent Contractor

Breach may entitle Broker to injunctive relief and damages to the extent available at law or equity. Nothing herein creates a partnership or employment relationship. This Agreement may be signed in counterparts / electronically.

7. Governing Law

Governed by the laws of the State of **[GOVERNING STATE]**, without regard to conflicts principles, and by applicable federal transportation law where controlling.

BROKER — LOAD LINK LOGISTICS 365 LLC

Signature: ________________________________ Date: ____________

Printed Name: **Ron Albaugh** Title: ____________________

CARRIER

Legal name: ____

Signature: ________________________________ Date: ____________

Printed Name: ______________________________ Title: ____________

BROKER–CARRIER AGREEMENT

DISCLAIMER: This document is a draft for discussion purposes only. It is not legal advice and does not create an attorney–client relationship. Parties should have qualified counsel review and adapt this agreement before signing.

This **Broker–Carrier Agreement** (the “**Agreement**”) is entered into as of _______________ (the “**Effective Date**”), by and between:

Broker: *(completed by Broker)*

Legal name: **LOAD LINK LOGISTICS 365 LLC**

Entity type / state of formation: **limited liability company / _______________**

Address: **523 Cherry St, Grand Forks, ND 58201**

Phone: **(701) 335-9891**

Email: **paperwork@loadlinklogistics365.com**

MC#: **MC-1720843**   USDOT#: **4387664**

(hereinafter “**Broker**”)

and

Carrier: *(to be completed)*

Legal name: ____

Entity type / state of formation: ______________________________

Address: ____

MC#: ____

USDOT#: ____

(hereinafter “**Carrier**”)

Broker and Carrier may be referred to individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

WHEREAS, Broker is a property broker licensed and authorized by the Federal Motor Carrier Safety Administration ("**FMCSA**") under 49 U.S.C. § 13102 and applicable federal regulations, and arranges for the transportation of property by motor carriers;

WHEREAS, Carrier is a motor carrier authorized by the FMCSA (and/or other applicable authority) to provide transportation of property in interstate and/or intrastate commerce, and desires to provide motor carrier transportation services for loads tendered by Broker from time to time; and

WHEREAS, the Parties wish to set forth the terms and conditions under which Carrier will transport freight tendered by Broker.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

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1. DEFINITIONS

For purposes of this Agreement:

1.1 "**Accessorial Charges**" means charges for services incidental to transportation, including but not limited to detention, layover, lumper, liftgate, inside delivery, residential delivery, redelivery, storage, and similar charges, as set forth in a Rate Confirmation or as otherwise agreed in writing.

1.2 "**Claim**" means a claim for loss, damage, shortage, or delay relating to cargo transported under this Agreement.

1.3 "**Load**" means a shipment or group of shipments that Broker tenders to Carrier for transportation.

1.4 "**Rate Confirmation**" means a written (including electronic) confirmation issued by Broker and accepted by Carrier (or Carrier's authorized agent) that sets forth the agreed rate, origin, destination, commodity description, equipment type, and other load-specific terms for a particular Load.

1.5 "**Shipper**" means the customer of Broker (or such customer's consignor, consignee, or other party with an interest in the freight) for whose account Broker arranges transportation of a Load.

1.6 "**Transportation Services**" means the motor carrier transportation and related services described in Section 2.

Initial: ______________

2. SCOPE OF SERVICES

2.1 **Broker Tenders; Carrier Transports.** Broker may tender Loads to Carrier from time to time. Carrier shall transport each accepted Load in accordance with this Agreement, the applicable Rate Confirmation, and all applicable laws and regulations. Carrier's acceptance of a Rate Confirmation (including by written confirmation, electronic acceptance, dispatch acknowledgment, or picking up the Load) constitutes Carrier's agreement to transport that Load under these terms.

2.2 **Broker Status.** Broker is a property broker and **is not** a motor carrier, freight forwarder, or warehouse with respect to Loads tendered under this Agreement. Broker does not take possession, custody, or control of freight and does not provide physical transportation services. For liability, claims, and cargo-responsibility purposes, Broker is **not** the shipper of record, consignor, or carrier of record merely by arranging transportation or by appearing on shipping documents, except to the limited extent required by law. Carrier acknowledges that Broker's role is limited to arranging transportation between Shipper and Carrier.

2.3 **No Double-Brokering.** Carrier shall transport each Load with its own drivers and equipment (or under Carrier's operating authority using owner-operators under Carrier's control and insurance). **Carrier shall not broker, re-broker, co-broker, subcontract, assign, interline, or otherwise transfer** any Load tendered under this Agreement to any third party without Broker's prior written consent for that Load. Any unauthorized double-brokering or subcontracting is a material breach. If Carrier violates this Section, Carrier remains fully liable to Broker and Shipper as if Carrier had performed the transportation, and Broker may withhold payment and pursue all available remedies.

2.4 **Non-Exclusivity.** This Agreement is non-exclusive. Broker may tender Loads to other carriers, and Carrier may provide services to other brokers and shippers, subject to the non-solicitation and confidentiality provisions herein.

2.5 **No Guarantee of Volume.** Broker does not guarantee any minimum number of Loads or volume of freight.

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3. CARRIER REPRESENTATIONS AND WARRANTIES

Carrier represents, warrants, and covenants that, at all times during the term of this Agreement and while performing Transportation Services:

3.1 **Authority.** Carrier holds active and valid FMCSA operating authority (and any required state authority) as a motor carrier, and such authority is not suspended, revoked, or subject to an out-of-service order that would prohibit performance of the applicable Load.

Initial: ______________

3.2 **Insurance.** Carrier maintains, and shall continue to maintain, insurance coverage at least as follows (unless a Rate Confirmation specifies higher limits), with insurers reasonably acceptable to Broker:

Coverage	Minimum (placeholders — confirm before use)
Auto liability (bodily injury / property damage)	**[$1,000,000]** combined single limit (or higher if legally required for the commodity or equipment)
Cargo insurance	**[$100,000]** per occurrence (or as otherwise stated in the Rate Confirmation)
Workers' compensation	As required by applicable law
Employer's liability	As required by applicable law / commercially reasonable amounts

Carrier shall name Broker as certificate holder (and, where customary and available, as additional insured on auto liability) and shall provide certificates of insurance upon Broker's request and before hauling Loads. Carrier shall give Broker at least **[INSURANCE NOTICE, e.g., thirty (30)]** days' prior written notice of cancellation or material reduction. Certificates are evidence of coverage at issuance and are not a guarantee of insurer payment.

3.3 **Safety.** Carrier maintains a safety rating and compliance posture that permits lawful operation, and shall not dispatch equipment or drivers that are out of service or otherwise prohibited from operating.

3.4 **Drivers.** All drivers used on Loads under this Agreement are properly licensed, qualified under FMCSA regulations (including drug and alcohol testing program requirements), medically certified as required, and authorized to operate the equipment used. Carrier is solely responsible for hiring, training, supervising, compensating, and disciplining its drivers and owner-operators.

3.5 **Equipment.** Equipment used is suitable, roadworthy, properly maintained, and appropriate for the commodity and service type specified in the Rate Confirmation (including temperature control where required).

3.6 **Laws.** Carrier shall comply with all applicable federal, state, and local laws, including hours-of-service, ELD, weight and size, hazmat (if applicable), and environmental requirements.

3.7 **No Broker Authority Misuse.** Carrier shall not hold itself out as Broker, and shall not use Broker's name, MC number, or USDOT number on any bill of lading, invoice, or communication except as necessary to identify Broker as the arranging broker.

Initial: ______________

4. RATE CONFIRMATIONS

4.1 **Rates.** Rates for each Load, including linehaul, fuel surcharge (if any), and Accessorial Charges, shall be as set forth in the applicable Rate Confirmation. In the event of a conflict between this Agreement and a Rate Confirmation regarding rates or load-specific terms for a particular Load, the **Rate Confirmation controls** for that Load.

4.2 **Acceptance.** Carrier shall review each Rate Confirmation promptly. If Carrier disputes any term, Carrier must notify Broker in writing **before** picking up the Load. Pickup or commencement of transit without timely written objection constitutes acceptance of the Rate Confirmation as issued.

4.3 **All-In Unless Stated.** Unless the Rate Confirmation expressly provides otherwise, the stated rate is the compensation for the Transportation Services described therein, subject to Accessorial Charges as provided in Section 8.

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5. PAYMENT TERMS

5.1 **Payment by Broker.** Broker shall pay Carrier the amounts due under the applicable Rate Confirmation within **[PAYMENT TERMS, e.g., Net 30]** days after Broker's receipt of Carrier's complete and accurate invoice together with required supporting documents (typically including proof of delivery / signed bill of lading, and any accessorial backup reasonably requested by Broker), or as otherwise stated in the Rate Confirmation.

5.2 **Invoicing.** Carrier shall invoice Broker (not the Shipper) for Loads tendered by Broker. Carrier agrees that **Broker is solely responsible for paying Carrier** for accepted Loads under this Agreement, and Carrier shall not seek payment from Shipper, consignor, or consignee for such Loads, except as may be required by law after exhaustion of remedies against Broker or as otherwise agreed in writing by Broker.

5.3 **Payment Direction; Factoring.** Carrier shall provide written payment instructions. If Carrier uses a factoring company, Carrier shall give Broker written notice of the assignment and factoring instructions. Broker may rely on the latest written payment instructions received. Duplicate payment requests are Carrier's responsibility to resolve with its factor.

5.4 **Offset.** Broker may offset against amounts owed to Carrier any amounts Carrier owes Broker, including cargo Claim amounts, overpayments, chargebacks for unauthorized double-brokering, or amounts paid by Broker to Shipper or others due to Carrier's breach or cargo liability, to the extent permitted by law and after reasonable notice where practicable.

Initial: ______________

5.5 **Disputed Invoices.** Broker shall notify Carrier of bona fide invoice disputes with reasonable detail. Undisputed amounts remain payable when due. The Parties shall cooperate in good faith to resolve disputes promptly.

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6. BILLS OF LADING AND SHIPPING DOCUMENTS

6.1 **Bills of Lading.** Carrier shall issue, or cause to be issued, a bill of lading for each Load identifying **Carrier** as the carrier of record. Insertion of Broker's name on a bill of lading as "carrier," "shipper," or similar shall not change Broker's status as a broker or Carrier's status as the transporting motor carrier.

6.2 **Terms on BOL.** Terms printed on a bill of lading, delivery receipt, or Carrier tariff that conflict with this Agreement or the Rate Confirmation shall not modify this Agreement or the Rate Confirmation unless Broker expressly agrees in a signed writing. As between Broker and Carrier, this Agreement and the Rate Confirmation control.

6.3 **Shipping Documents.** Carrier shall obtain appropriate signatures and notations at pickup and delivery (including exception notations for shortage, damage, or seal issues), protect shipping documents, and provide copies to Broker promptly upon request and with invoicing.

6.4 **Seals.** Where seals are applied, Carrier shall note seal numbers and condition on shipping documents and shall not break seals except as required by law enforcement or with documented authorization.

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7. CARGO CLAIMS; CARMACK

7.1 **Carrier Liability.** Carrier is fully responsible for the freight from the time Carrier (or its driver) takes possession until delivery is completed and the freight is accepted by the consignee (or otherwise lawfully delivered). Carrier's liability for loss, damage, or delay to cargo shall be determined under the Carmack Amendment, 49 U.S.C. § 14706, and applicable regulations, except to the extent a lawful written limitation is expressly agreed in the Rate Confirmation or a separate signed released-value agreement for a specific Load.

7.2 **Notice and Filing.** Claims shall be filed in accordance with 49 C.F.R. Part 370 (or successor regulations) and applicable law. Carrier shall acknowledge and process Claims in good faith and within required timeframes. Broker may forward Claims received from Shippers to Carrier; Carrier shall deal with Broker and/or the claimant as appropriate and keep Broker reasonably informed of Claim status.

Initial: ______________

7.3 **Documentation.** Carrier shall cooperate in Claims investigation, including providing documents, driver statements, photos, and inspection access as reasonably requested.

7.4 **No Broker Carmack Liability.** Broker is not a carrier and is not liable to Carrier or Shipper as a carrier under Carmack merely by arranging transportation. Nothing in this Agreement makes Broker liable for cargo loss, damage, or delay caused by Carrier.

7.5 **Salvage.** Carrier shall mitigate damages and handle salvage consistent with applicable law and Claim procedures, and shall not dispose of damaged goods without complying with Claim requirements.

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8. DETENTION AND ACCESSORIALS

8.1 **Accessorials.** Accessorial Charges (including detention, layover, lumper, driver assist, and similar) are payable only if: (a) authorized in the Rate Confirmation or otherwise approved by Broker in writing (including email); and (b) reasonably substantiated by Carrier (e.g., in/out times, lumper receipts).

8.2 **Detention.** Unless otherwise stated in the Rate Confirmation, standard free time and detention rates shall be as set forth in the Rate Confirmation or as otherwise agreed in writing (**[DETENTION FREE TIME / RATE PLACEHOLDER]**). Carrier shall notify Broker promptly when detention begins to accrue and when loading/unloading is complete.

8.3 **No Unilateral Accessorials.** Carrier may not unilaterally impose accessorials not agreed in the Rate Confirmation or approved by Broker.

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9. INDEMNIFICATION

9.1 **Carrier Indemnification.** Carrier shall indemnify, defend, and hold harmless Broker, Shipper, and their respective officers, directors, members, employees, and agents from and against any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) Carrier's performance of Transportation Services; (b) loss, damage, or delay to cargo while in Carrier's care, custody, or control; (c) personal injury or property damage caused by Carrier, its drivers, or equipment; (d) Carrier's breach of this Agreement or violation of law; (e) unauthorized double-brokering or subcontracting; or (f) employment-related claims by Carrier's drivers or contractors — in each case **except to the extent** caused by Broker's gross negligence or willful misconduct.

9.2 **Broker Indemnification.** Broker shall indemnify, defend, and hold harmless Carrier and its officers, directors, members, and employees from and against third-party claims for personal injury

Initial: ______________

or property damage to the extent caused by Broker's gross negligence or willful misconduct in performing brokerage duties under this Agreement (and not arising from Carrier's transportation operations).

9.3 **Procedure.** Indemnification is subject to prompt written notice (where practicable), reasonable cooperation, and the indemnifying Party's right to control the defense (with no settlement imposing obligations on the indemnified Party without consent, not to be unreasonably withheld).

9.4 **Survival.** This Section 9 shall survive termination or expiration of this Agreement.

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10. TERM AND TERMINATION

10.1 **Term.** This Agreement begins on the Effective Date and continues on a **[TERM: month-to-month / one (1) year]** basis. If a fixed term is selected, it shall automatically renew for successive periods of the same length unless either Party gives written notice of non-renewal at least **[NOTICE PERIOD, e.g., thirty (30)]** days before the end of the then-current term.

10.2 **Termination for Convenience.** Either Party may terminate this Agreement for any reason upon **[TERMINATION NOTICE, e.g., thirty (30)]** days' prior written notice to the other Party.

10.3 **Termination for Cause.** Either Party may terminate immediately upon written notice if the other Party materially breaches this Agreement and fails to cure within **[CURE PERIOD, e.g., fifteen (15)]** days after written notice specifying the breach (or immediately if the breach is not reasonably curable, including loss of operating authority, insurance lapse, or unauthorized double-brokering).

10.4 **Effect of Termination.** Termination does not relieve either Party of obligations accrued before termination, including payment for Loads already transported, Claims then in process, and surviving provisions (confidentiality, non-solicitation, indemnification, governing law, etc.). Rate Confirmations for Loads in transit remain in effect until completion.

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11. CONFIDENTIALITY

11.1 **Confidential Information.** Each Party agrees to keep confidential the other Party's non-public business information received in connection with this Agreement, including rates, Shipper identities and contacts, volumes, margins, and operational practices, and to use such information only to perform under this Agreement.

11.2 **Exceptions.** Confidentiality does not apply to information that: (a) is or becomes public through no fault of the receiving Party; (b) was rightfully known before disclosure; (c) is independently developed; or (d) must be disclosed by law or legal process (with prior notice to the disclosing Party where legally permitted).

11.3 **Duration.** Confidentiality obligations continue for **[CONFIDENTIALITY PERIOD, e.g., three (3)]** years after termination of this Agreement (and indefinitely as to trade secrets under applicable law).

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12. NON-SOLICITATION OF BROKER'S SHIPPERS

12.1 **Non-Solicit.** During the term of this Agreement and for **[NON-SOLICIT PERIOD, e.g., twelve (12)]** months thereafter, Carrier shall not knowingly solicit or accept, directly or indirectly, transportation business from any Shipper that Broker first introduced to Carrier in connection with Loads under this Agreement, where the purpose or effect is to bypass Broker for freight of that Shipper, **except**: (a) Shippers with which Carrier had a documented pre-existing relationship before Broker's introduction; (b) Shippers Carrier independently solicited without using Broker's confidential information; or (c) where Broker has consented in writing.

12.2 **Fairness.** This Section is intended to protect Broker's customer relationships in a commercially reasonable, time-limited manner without prohibiting Carrier from competing in the open market for freight generally. If any court finds this restraint overbroad, it shall be enforced to the maximum extent enforceable.

12.3 **Remedies.** Breach of this Section may entitle Broker to injunctive relief and damages to the extent available at law or equity. **[OPTIONAL: liquidated damages of $____ per Shipper solicited in violation — leave blank or delete if not used.]**

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13. INDEPENDENT CONTRACTOR

13.1 **Independent Contractor.** Carrier is an independent contractor. Nothing in this Agreement creates a partnership, joint venture, agency, or employment relationship between Broker and Carrier or between Broker and Carrier's drivers. Carrier has exclusive control over the manner and means of performing Transportation Services, including selection of routes (subject to customer requirements), drivers, and equipment, consistent with the Rate Confirmation and applicable law.

13.2 **No Benefits; Taxes.** Carrier is solely responsible for all wages, benefits, taxes, withholdings, and insurance for its employees and contractors. Carrier shall not hold itself out as an employee or agent of Broker.

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14. FORCE MAJEURE

Neither Party shall be liable for delay or failure to perform (other than payment obligations for services already performed) due to causes beyond its reasonable control, including acts of God, natural disasters, war, terrorism, government actions, epidemic, labor disputes (other than involving the affected Party's own employees or drivers), widespread cyber incidents, or severe weather affecting transportation networks. The affected Party shall give prompt notice and resume performance as soon as reasonably practicable. Force majeure does not excuse Carrier's cargo liability to the extent Carmack or other governing law still applies, except as such law provides. If force majeure continues for more than **[FORCE MAJEURE PERIOD, e.g., thirty (30)]** consecutive days, either Party may terminate this Agreement upon written notice without liability (except for accrued obligations).

---

15. NOTICES

All notices under this Agreement shall be in writing and deemed given when: (a) delivered personally; (b) one (1) business day after deposit with a nationally recognized overnight courier; (c) three (3) business days after mailing by certified U.S. mail, return receipt requested; or (d) on the date sent by email with confirmation of receipt (including reply), if sent during the recipient's business hours, otherwise on the next business day.

To Broker:
LOAD LINK LOGISTICS 365 LLC
Attn: **Ron Albaugh**
523 Cherry St, Grand Forks, ND 58201
Phone: **(701) 335-9891**
Email: **paperwork@loadlinklogistics365.com**

To Carrier:

____
____
Email: ________________________

Either Party may update its notice information by written notice to the other Party.

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16. GOVERNING LAW AND VENUE

16.1 **Governing Law.** This Agreement shall be governed by the laws of the State of **[GOVERNING STATE]**, without regard to conflicts-of-law principles, and by applicable federal transportation law (including the Carmack Amendment and FMCSA regulations) where preempting or otherwise controlling.

16.2 **Venue.** The Parties consent to exclusive jurisdiction and venue in the state or federal courts located in **[COUNTY / CITY], [GOVERNING STATE]**, for disputes arising out of this Agreement, except that either Party may seek injunctive relief in any court of competent jurisdiction. **[OPTIONAL: arbitration clause placeholder — ☐ Disputes shall be resolved by binding arbitration in accordance with Addendum B.]**

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17. GENERAL PROVISIONS

17.1 **Entire Agreement.** This Agreement, together with Rate Confirmations issued hereunder and any written addenda signed by both Parties, constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior or contemporaneous negotiations, representations, and agreements relating thereto (whether written or oral).

17.2 **Amendments.** No amendment or waiver of this Agreement is effective unless in a writing signed by both Parties (email or electronic signature acceptable if clearly stating intent to amend). Rate Confirmations may set load-specific terms without amending this master Agreement.

17.3 **Severability.** If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue in full force, and the invalid provision shall be modified to the minimum extent necessary to make it valid and enforceable.

17.4 **Waiver.** Failure to enforce any provision is not a waiver of that provision or any other. Any waiver must be specific and in writing to be effective.

17.5 **Assignment.** Neither Party may assign this Agreement without the prior written consent of the other Party, except that either Party may assign to a successor in connection with a merger, acquisition, or sale of substantially all assets, provided the assignee assumes this Agreement in writing. Carrier may not assign Loads except as permitted under Section 2.3. This Agreement binds and benefits the Parties' permitted successors and assigns.

17.6 **Counterparts; Electronic Signatures.** This Agreement may be executed in counterparts (including PDF or electronic copies), each of which is deemed an original, and all of which together constitute one instrument. Electronic signatures (including DocuSign, Adobe Sign, or similar) are valid and binding to the fullest extent permitted by the Electronic Signatures in Global and National Commerce Act (E-SIGN) and applicable state law (including the Uniform Electronic Transactions Act where adopted).

Initial: ______________

17.7 **Construction.** Headings are for convenience only. "Including" means "including without limitation." References to statutes include amendments and successor provisions. No rule of construction against the drafter shall apply.

17.8 **Authority.** Each person signing below represents that they have authority to bind the Party on whose behalf they sign.

Initial: ______________

IN WITNESS WHEREOF, the Parties have executed this Broker–Carrier Agreement as of the Effective Date first written above.

BROKER

Legal name: **LOAD LINK LOGISTICS 365 LLC**

Phone: **(701) 335-9891**

Email: **paperwork@loadlinklogistics365.com**

Signature: ______________________________

Printed Name: **Ron Albaugh**

Title: __________________________________

Date: __________________________________

CARRIER

Legal name: ____

Signature: ______________________________

Printed Name: ____________________________

Title: __________________________________

Date: __________________________________

End of Broker–Carrier Agreement — Draft for discussion; subject to attorney review.

Initial: ______________

LOAD LINK LOGISTICS 365 LLC
MC-1720843 · USDOT 4387664
523 Cherry St, Grand Forks, ND 58201
Phone: (701) 335-9891 · Carrier docs: paperwork@loadlinklogistics365.com
Contact: Ron Albaugh

W-9 REQUEST / INSTRUCTIONS

To complete carrier onboarding and for tax reporting, please provide a current IRS Form W-9 (Request for Taxpayer Identification Number and Certification). Do **not** use an outdated form.

Instructions

- Download the current official blank Form W-9 from **irs.gov/forms** (search "Form W-9").
- Complete the form in full; sign and date it.
- Return the completed W-9 to: **paperwork@loadlinklogistics365.com**
- Payee / legal name on the W-9 must match the name used for payment and ACH setup.

Always use the latest IRS revision from irs.gov/forms. Do not submit an outdated W-9.

Carrier Information (please complete)

Carrier Legal Name (as shown on W-9)

____

MC Number	**USDOT Number**
______________________________	______________________________
Primary Contact Name	**Phone**
______________________________	______________________________

Contact Email

____

Date: ______________________________

Return completed W-9 to: paperwork@loadlinklogistics365.com
Company: LOAD LINK LOGISTICS 365 LLC · 523 Cherry St, Grand Forks, ND 58201
Use paperwork@ for carrier documents — not general business email.

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 must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);

2. Certify that you are not subject to backup withholding; or

3. Claim exemption from backup withholding if you are a U.S. exempt payee; and

4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and

5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;

2. You do not certify your TIN when required (see the instructions for Part II for details);

3. The IRS tells the requester that you furnished an incorrect TIN;

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or

5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or “doing business as” (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner’s name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

• Generally, individuals (including sole proprietors) are not exempt from backup withholding.

• Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

• Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.

• Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

2—The United States or any of its agencies or instrumentalities.

3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.

5—A corporation.

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.

7—A futures commission merchant registered with the Commodity Futures Trading Commission.

8—A real estate investment trust.

9—An entity registered at all times during the tax year under the Investment Company Act of 1940.

10—A common trust fund operated by a bank under section 584(a).

11—A financial institution as defined under section 581.

12—A middleman known in the investment community as a nominee or custodian.

13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	**THEN the payment is exempt for . . .**
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5.[2]
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

[1] See Form 1099-MISC, Miscellaneous Information, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/EIN*. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Go to *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

LOAD LINK LOGISTICS 365 LLC
MC-1720843 · USDOT 4387664
523 Cherry St, Grand Forks, ND 58201
Phone: (701) 335-9891 · Carrier docs: paperwork@loadlinklogistics365.com
Contact: Ron Albaugh

CERTIFICATE OF INSURANCE (COI) REQUEST

Have your insurance agent/broker issue a Certificate of Insurance naming the certificate holder below and email the COI to **paperwork@loadlinklogistics365.com**. Coverage amounts are standard broker requests for onboarding; not legal advice and may be adjusted by Load Link based on load type and lane.

Certificate Holder / Additional Interest

LOAD LINK LOGISTICS 365 LLC
523 Cherry St, Grand Forks, ND 58201
Phone: (701) 335-9891 · Email: paperwork@loadlinklogistics365.com

Requested Coverages (standard ask)

- **Automobile Liability —** e.g. $1,000,000 Combined Single Limit (CSL) or equivalent
- **Motor Truck Cargo —** e.g. $100,000+ (or higher if required for commodity)
- **Workers' Compensation —** where required by law / jurisdiction
- **General Liability —** if carried / as applicable

Additional Requests (check as requested)

☐ List **LOAD LINK LOGISTICS 365 LLC** as **Additional Insured** (where available)
☐ **Waiver of Subrogation** in favor of LOAD LINK LOGISTICS 365 LLC (where available)
☐ 30-day notice of cancellation / material change (if available)

Onboarding requests only — do not amend your insurance policy or create coverage.

Carrier & Agent Information

Carrier Legal Name

____

MC Number ______________________________ **USDOT Number** ______________________________

Insurance Agency / Broker Name

____

Agent Contact Name ______________________________ **Agent Phone** ______________________________

Agent Email

____

Policy Number(s) (if known)

____

Send COI to: paperwork@loadlinklogistics365.com | Subject: COI – [Carrier Legal Name] – MC/DOT

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Contact: Ron Albaugh

CARRIER PROFILE / SETUP SHEET

Complete this profile for dispatch and settlement setup. Return to **paperwork@loadlinklogistics365.com**.

Company Identity

Legal Name

____

DBA (if any) ______________________________

Entity Type: ☐ Corp ☐ LLC ☐ Partnership ☐ Sole Prop ☐ Other ____________

Physical Address

____

Mailing Address (if different)

____

City / State / ZIP ______________________________

Phone ______________________________

MC Number ____________________

USDOT Number ____________________

SCAC (if any) ____________________

Contacts

Role	Name	Phone	Email
Dispatch			
After-Hours			
Accounting			

Equipment (counts)

Van	Reefer	Flatbed	Stepdeck	RGN	Other
					Type ______ # ____

Preferred Lanes / Regions

____

Factoring

Factor invoices? ☐ Yes ☐ No **Company:** ______________________________

Factoring Remit / Contact (if Yes)

____

Signature

Authorized Signature: ______________________________ **Date:** ____________________

Printed Name: ______________________________ **Title:** ____________________

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ACH / PAYMENT INFORMATION FORM

Authorize electronic (ACH) payments for freight settlements. Payee legal name **must match** your IRS Form W-9. Return to **paperwork@loadlinklogistics365.com**.

CONFIDENTIAL — Security note: Prefer secure transmission (encrypted email, portal, or secure link). Mark confidential if emailing. Do not send account numbers over insecure channels if another secure method is available.

Payee Information

Payee Legal Name (must match W-9)

____

DBA (if applicable) ______________________________

Remittance Email ______________________________

MC Number ______________________________

USDOT Number ______________________________

Bank Account Information

Bank Name

____

Bank City / State ______________________________

Account Type: ☐ Checking ☐ Savings

ABA / Routing Number (9 digits) ______________________________

Account Number ______________________________

Authorization

I hereby authorize **LOAD LINK LOGISTICS 365 LLC** ("Company") to initiate credit entries (and, if necessary, debit entries to correct erroneous credits) to the bank account indicated above for payment of amounts owed to the payee named on this form. This authorization remains in effect until Company receives written notice of termination or change from an authorized representative of the payee, with reasonable time to act. I certify that I am an authorized signer on the account and that the information provided is accurate. *This form is for payment setup / onboarding only and is not legal advice.*

Signature

Authorized Signature: ______________________________

Printed Name: ______________________________ **Title:** ____________________

Date: ____________________ **Phone:** ______________________________

Return completed form to: paperwork@loadlinklogistics365.com · LOAD LINK LOGISTICS 365 LLC · 523 Cherry St, Grand Forks, ND 58201 · (701) 335-9891