

Bridge Commodities LLC

PO Box 4325
Logan, UT 84321



1. **Certificate of Insurance:**

*Bridge Commodities, LLC needs to be listed as a Certificate Holder on the insurance certificate and read as follows:

Bridge Commodities LLC
PO Box 4325
Logan, UT 84321

*Coverage must be provided by a company with an A.M. Best rating of A-7 or above. A certificate must be on file showing the following coverages:

- *Minimum \$1 million General Liability coverage
- *Minimum \$1 million Auto Liability coverage
- *Minimum \$50,000 Cargo coverage

2. **Carrier/Broker Agreement, completed and signed**

3. **W-9, completed and signed**

4. **Operating Authority, must be "Authorized for Hire"**

5. **California Carb Certificate (required before operating in CA)**

Billing and Invoicing

Please send all billing and invoicing requests to
ap@bridgecommoditiesllc.com

The information in this packet can be sent to your broker's email. Please understand that we cannot broker freight to you without this information being complete, current and on file with us. Please feel free to contact us with any questions.

Melissa Jordan
208-358-3314
melissaj@bridgecommoditiesllc.com

Jacob Wilson
208-329-0587
jacobw@bridgecommoditiesllc.co

Brad Triplett **Ruel Triplett**
(435) 760-2274 **(435) 515-8860**

Payment Option

Standard Pay (30 days) _____ Factoring _____

Factoring Company Name (If using) _____

Carrier Information

Carrier Name: _____

Address: _____

City: _____ ST: _____ Zip: _____

DOT# _____ MC # _____ Tax ID#: _____

Contact Information

Dispatcher Name: _____

Dispatch Email: _____

Dispatch Phone #: _____

Billing Information

Billing Contact Name: _____

Billing Email (If different): _____

Billing Address (If different) _____

City: _____ ST: _____ Zip: _____

Billing Phone #: _____

Truck Information

Trailer Type: _____ Quantity: _____ Size: _____

Trailer Type: _____ Quantity: _____ Size: _____

Trailer Type: _____ Quantity: _____ Size: _____

Trailer Type: _____ Quantity: _____ Size: _____

Preferred States/Regions _____

Bridge Commodities LLC

ACH Authorization Form

Fill out this section unless you are using a factoring company

CREDIT/DEBIT AUTHORIZATION FORM

I (Carrier Name) _____ hereby authorize (Bridge Commodities LLC) to initiate entries to the checking/savings accounts at the financial institution listed below, and, if necessary, initiate adjustments for any transactions credited/debited in error. This authority will remain in effect until Bridge Commodities LLC is notified by the (Carrier) in writing to cancel it in such time as to afford Bridge Commodities LLC and their financial institution a reasonable opportunity to act on it.

(Name of Financial Institution)

(Address of Financial Institution - Branch, City, State, & Zip)

(Company Name - PLEASE PRINT)

(Company Address - PLEASE PRINT)

Financial Institution Routing Number: _____

Checking/Savings Account Number: _____

Indicate Type of Account: ___ Checking ___ Savings

Remittance Email Address: _____

(Title)

(Telephone)

(Authorized Signature)

(Date)

Initial _____

CARRIER/BROKER AGREEMENT
THIS AGREEMENT CONTAINS A CONTRACTUAL INDEMNITY PROVISION. READ CAREFULLY

THIS AGREEMENT is made and entered into on _____, 20____, by and between Bridge Commodities, L.L.C. ("BROKER") and _____ ("CARRIER"), (collectively, the "PARTIES").

I.

Recitals

A. **WHEREAS** BROKER is licensed as a property broker by the Federal Motor Carrier Safety Administration ("FMCSA"), or by appropriate State agencies, and as a licensed broker, arranges for freight transportation; and

B. **WHEREAS** CARRIER is authorized to operate in inter-provincial, interstate and/or intrastate commerce and is qualified, competent, and available to provide for the transportation services required by BROKER, including, without limitation, the transportation of milk; and

NOW THEREFORE, intending to be legally bound, BROKER and CARRIER agree as follows:

II.

Agreement

1. **TERM.** The Term of this Agreement shall be for one (1) year and shall automatically renew for successive one (1) year periods; provided, however, that either PARTY may terminate this Agreement at any time by giving thirty (30) days-prior written notice.

2. **CARRIER'S OPERATING AUTHORITY AND COMPLIANCE WITH LAW.** CARRIER represents and warrants that it is duly and legally qualified to provide, as a contract carrier, the transportation services contemplated herein. CARRIER further represents and warrants that it does not have an unsatisfactory safety rating issued from the FMCSA of the U.S. Department of Transportation ("DOT"), and further agrees to comply with all federal, state, and local laws, rules, regulations, and government ordinances applicable to its services ("Applicable Laws") including to the transportation and handling of bulk materials and food grade products. In the event carrier is issued a conditional safety rating from the FMCSA of the U.S. Department of Transportation ("DOT"), carrier shall immediately notify broker and shall within 14 days provide a reasonable and detailed explanation for the cause and provide an ongoing remedy or copy of their cooperative safety plan ("CSP") as required by the DOT. Remedy will be reviewed by Bridge Commodities. Non-compliance may result in suspension of carrier/broker agreement. In the event that CARRIER receives an unsatisfactory or unfit safety rating, is notified that it may receive an unsatisfactory or unfit safety rating, fails to maintain insurance required hereunder, is notified that such insurance may become ineffective or is otherwise prohibited by Applicable Law from performing services hereunder, CARRIER shall immediately notify BROKER of such fact and shall not carry any loads or goods tendered to CARRIER by BROKER until such prohibition on operations is removed. CARRIER shall be solely responsible for its day-to-day operations including, but not limited to, setting appropriate routes to ensure that transportation of shipments is accomplished in accordance with all Applicable Laws and to otherwise ensure shipments are not damaged in transit.

3. **PERFORMANCE OF SERVICES.** CARRIER shall be solely responsible for controlling the method, manner and means of accomplishing CARRIER's services. Any directions provided by BROKER to CARRIER are provided as a convenience only and CARRIER shall have no obligation to follow such directions. CARRIER's services under this Agreement are designed to meet the needs of BROKER under the specified rates and conditions set forth herein. CARRIER shall transport all shipments provided under this Agreement without delay, and all occurrences which would be probable or certain to cause delay shall be immediately communicated to BROKER by CARRIER. This Agreement does not grant CARRIER an exclusive right to perform the transportation related services for BROKER or its Customer. CARRIER will comply with the obligations set forth in Appendix B as amended from time to time. CARRIER shall comply with any and all Applicable Laws relating to testing of cargo, sealing transporting conveyances, and trailer washing.

Initial _____

4. RECEIPTS AND BILLS OF LADING. Each shipment hereunder shall be evidenced by a receipt in such form as specified by BROKER naming CARRIER as the transporting carrier. If CARRIER is represented with a bill of lading showing BROKER or some other third party as the transporting carrier, CARRIER will correct the bill of lading to show CARRIER as the transporting carrier. The fact that Broker is named as a carrier upon any applicable bill of lading shall not affect its status as a property broker. Upon delivery of each shipment made hereunder, CARRIER shall obtain a receipt showing the kind and quantity of product delivered to the consignee of such shipment at the destination specified by BROKER or the Customer, and CARRIER shall cause such receipt to be signed by the consignee. Any terms, conditions, and provisions of the bill of lading, manifest or other form of receipt or contract shall not apply to services rendered pursuant to this Agreement. CARRIER shall notify BROKER immediately of any exception made on the bill of lading or delivery receipt.

5. CARRIER'S OPERATIONS.

- (a) CARRIER shall, at its sole cost and expense: (i) furnish all equipment necessary or required for the performance of its obligations hereunder (the "Equipment"); (ii) pay all expenses related, in any way, with the use and operation of the Equipment; (iii) maintain the Equipment in good repair, mechanical condition and appearance; and (iv) utilize only competent, able and legally licensed personnel.
- (b) CARRIER shall have full control of such personnel; shall perform the services hereunder as an independent contractor; and shall assume complete responsibility for all state and federal taxes, assessments, insurance (including, but not limited to, workers' compensation, unemployment compensation, disability, pension, and social security insurance) and any other financial obligations arising out of the transportation performed hereunder.
- (c) CARRIER shall be responsible for the acts and omissions of each of its employees, agents, representatives, contractors, and subcontractors and shall utilize only competent and able personnel that are legally licensed in accordance with all Applicable Law to perform the services hereunder. CARRIER shall have full control of any personnel used in the provision of motor carrier services hereunder. Carrier shall be solely responsible for ensuring, and will ensure, at CARRIER's cost and expense, that such personnel are fully qualified to perform services hereunder, and that such personnel have access to all locations into which access is necessary to perform services under this Agreement. Without limiting the foregoing, CARRIER shall ensure that any personnel providing services have sufficient hours available to complete scheduled deliveries in accordance with, and without violation of, applicable hours of service regulations. CARRIER shall be solely responsible for determining whether scheduled services can be completed without violation of Applicable Law, and if services cannot be completed without violation of Applicable Law, shall notify BROKER prior to acceptance of load.
- (d) CARRIER shall be solely responsible for compliance with all provisions of Applicable Law regarding air quality and environmental standards including, but not limited to, those of the California Air Resources Board ("CARB"). By entering into this Agreement, CARRIER acknowledges and agrees that it is aware of applicable CARB regulations, including the Truck and Bus Regulation ("TBR") at 13 C.C.R. § 2025, the Drayage Truck Regulation ("DTR") at 13 C.C.R. § 2027, and the Tractor Trailer Greenhouse Gas ("GHG") regulation at 17 C.C.R. § 95300 et. Seq., and has adopted policies and procedures to ensure compliance with such regulations, as they may be revised, adopted, and amended from time to time. CARRIER shall only dispatch and operate compliant vehicles and shall maintain shipment specific records evidencing such compliance, which records shall be provided to BROKER upon request.
- (e) With respect to transportation governed by regulations of the Food and Drug Administration ("FDA") codified at 21 C.F.R. Part 1.900, and regardless of whether such FDA regulations apply to CARRIER, CARRIER shall be responsible for the safety and sufficiency of all items used in the transportation of the goods, including all vehicles and Transportation Equipment as defined in such regulations. CARRIER is responsible for all sanitary conditions during transport. CARRIER must confirm the vehicle and Transportation Equipment: (i) is in appropriate physical condition to transport the goods tendered; (ii) is dry, leak proof, free of harmful or offensive odor, free from pest infestation and free from evidence of prior cargo that could render the shipment unsafe; and (iii) shall never have been used to transport any waste (whether hazardous or not), refuse, garbage, rodenticide, pesticide, or insecticide.

6.

RATES & PAYMENTS.

- (a) CARRIER agrees that the terms and conditions of this Agreement apply to all shipments handled by CARRIER for BROKER and that the terms of this Agreement control the relationship between the PARTIES. Any provisions of the CARRIER's tariff that are inconsistent with the terms of this Agreement, or which address matters not addressed herein are inapplicable.
- (b) Unless otherwise stated in a separate Rate Confirmation Agreement in a form provided by BROKER, CARRIER will charge and BROKER will pay the rates and charges set forth in Appendix A, for transportation services performed under this Agreement. The Rate Confirmation Agreement shall be signed and agreed to by BROKER and CARRIER before each shipment to which such Rate Confirmation Agreement applies. Rates for any and all accessorial services that might be provided by CARRIER must be set forth in Appendix A to be valid. In no event will BROKER be responsible for payment of such rates unless paid by the Customer. CARRIER represents and warrants that there are no other applicable rates or charges except those established in this Agreement or in any Rate Confirmation Sheet signed by BROKER. Appendix A can be supplemented or revised by written agreement signed by both PARTIES, or, prior to transportation, by facsimile by BROKER to CARRIER if not objected to by CARRIER, in writing, within twenty-four (24) hours from the date and time sent. In the event service is provided and it is subsequently discovered that there was no applicable or understood rate in Appendix A or in a separate rate confirmation sheet, the PARTIES agree that the rate paid by BROKER and collected by CARRIER shall be the agreed upon contract rate of the PARTIES for the services provided, unless such rate is objected to by CARRIER within 10 days of the invoice date. Payment by BROKER will be made within thirty (30) days of receipt by BROKER of CARRIER's freight bill, bill of lading, clear delivery receipt, and any other necessary billing documents enabling BROKER to ascertain that service has been provided at the agreed upon charge. CARRIER's failure to provide BROKER with a legible copy or photocopy of the bill of lading or other proof of delivery will result in CARRIER being held responsible to BROKER for any. and all revenues that are uncollectible by BROKER because of failure to provide needed support paperwork to BROKER
- (c) CARRIER shall submit all freight bills within 180 days of delivery or waive its right to payment for services rendered with respect to such late submitted invoices. Claims for undercharges must be brought within 180 days of BROKER's receipt of the original invoice giving rise to such undercharge claim. Assuming CARRIER has complied with the foregoing invoicing obligations, CARRIER shall bring suit related to unpaid freight charges or undercharges within 18 months of the date of delivery or its right to sue or otherwise seek payment shall be waived.
- (d) CARRIER agrees that BROKER has the exclusive right to handle all billing of freight charges to the Customer for the transportation services provided herein, and, as such, CARRIER agrees to refrain from all collection efforts against the shipper, receiver, or the Customer except that in the event that BROKER, in its sole discretion, requires in writing either during or after the thirty (30) day payment period that CARRIER seek payment directly from the Customer, BROKER shall have no obligation to pay the rates and charges owed to Carrier for services rendered on behalf of the Customer. CARRIER further agrees that BROKER has the discretionary right to offset any payments owed to CARRIER hereunder for amounts owed by CARRIER to BROKER.
- (e) CARRIER shall provide BROKER with written notice providing BROKER with remittance instructions a ("Notice of Release") in the event CARRIER enters into from any factoring, assignment, pledge, hypothecation, or granting of a security interest in CARRIER's right to payment under this Agreement. Any factoring, assignment, pledge, hypothecation, or granting of a security interest in CARRIER's right to payment under this Agreement shall in no event modify, limit, or terminate BROKER's or its Customer's right to offset or recoup or claims of BROKER or its Customer for offset, recoupment, loss, or damage to any cargo or other property, including personal injury, or any other claim which BROKER or its Customer may have against CARRIER for any

reason. All of BROKER's and its Customer's claims and rights are specifically preserved and shall be superior to any such assignee's, factor's, or creditor's rights or claims to payment, regardless of any notice to BROKER or its Customer to the contrary. CARRIER shall notify any such factor, secured creditor, or assignee of BROKER's and its Customer's rights in this regard. Further, if BROKER discovers that CARRIER has not provided a valid Notice of Release, CARRIER shall be deemed in breach of this Agreement and BROKER may at its sole discretion terminate this Agreement. BROKER's remittance of payment in accordance with any Notice of release shall be deemed payment to CARRIER in all regards and shall absolve BROKER of any liability with respect to payment to CARRIER for the services underlying such invoice. Should CARRIER provide multiple or conflicting Notices of Release, BROKER's compliance with instructions in any Notice of Release shall absolve BROKER of any liability with respect to amounts owed to CARRIER for the services in question.

7. **WAIVER OF CARRIER'S LIEN.** CARRIER shall not withhold any goods of the Customer on account of any dispute as to rates or any alleged failure of BROKER to pay charges incurred under this Agreement. CARRIER is relying upon the general credit of BROKER and hereby waives and releases all liens which CARRIER might otherwise have to any goods of Shipper or its Customer in the possession or control of CARRIER.

8. **FREIGHT LOSS, DAMAGE OR DELAY.** CARRIER shall have the sole and exclusive care, custody, and control of the Customer's property from the time it is delivered to CARRIER for transportation until delivery to the consignee accompanied by the appropriate receipts as specified in Paragraph 4. CARRIER assumes the liability of a common carrier (i.e. Carmack Amendment liability) for loss, delay, damage to or destruction of any and all of Customer's goods or property while under CARRIER's care, custody or control. CARRIER'S liability shall be for the full value of cargo so lost, damaged, or destroyed and no limitation of liability will apply to such liability. CARRIER shall be liable for any cargo that is rendered unfit for human or animal consumption, or which must be downgraded, due to being subjected or potentially subjected to insanitary conditions or contamination. It is the CARRIER's responsibility to match the seal numbers on the manifest with the actual seals on the trailer and arrive to consignee with those seals intact. Liability under this provision includes all costs associated with loads that are rejected or downgraded, including the costs associated with salvage and or disposal. CARRIER agrees that the provisions of 49 C.F.R. Part 370 shall govern the processing of claims for loss, damage, injury, or delay to property and the processing of salvage. CARRIER shall pay to BROKER, or allow BROKER to deduct from the amount BROKER owes CARRIER, Customer's full actual loss for the kind and quantity of commodities so lost, delayed, damaged, or destroyed. Payments by CARRIER to BROKER or its customer, pursuant to the provisions of this section, shall be made within thirty (30) days following receipt by CARRIER of BROKER's Customer's undisputed claim and supporting documentation. Exclusions from coverage contained in CARRIER's Cargo Insurance as required herein shall not affect CARRIER's liability for freight loss, damage, or delay. CARRIER shall fully assist BROKER in investigating any claim for cargo loss, damage, delay, or destruction. CARRIER waives any right to salvage goods subject to this provision, as well as any right to claim an offset for the value of salvage. Without limiting CARRIER's contractual liability to BROKER hereunder, CARRIER acknowledges and agrees that BROKER may, in its sole discretion, but is not required, to pursue claims for cargo loss and damage on behalf of its Customer, and in such instances is not required to obtain an assignment of claim from its Customer in order to pursue such a claim.

9. **INSURANCE.** CARRIER shall procure and maintain, at its sole cost and expense, the following insurance coverages:

- (a) Commercial Auto Liability, including public liability and property damage insurance ("AL") covering all owned, non-owned, and hired vehicles (including any Trailers provided by BROKER or its Customer as addressed below) with an AM Best rated A-7 or better insurance company insuring CARRIER in an amount not less than \$1,000,000.00 (U.S. Dollars) per occurrence, or such larger amount as required by applicable law.
- (b) Commercial General Liability ("CGL") Insurance in an amount not less than \$1,000,000.00 (U.S. Dollars) per occurrence. Such insurance shall also cover CARRIER's contractual liability under this Agreement.
- (c) All Risk Broad Form Motor Truck Cargo Legal Liability ("Cargo") insurance in an amount not less than \$50,000.00 (U.S. Dollars) per occurrence. The coverage provided under the policy shall have no exclusions or restrictions of any type that would foreseeably preclude coverage relating to cargo claims including but not limited to, exclusions for unattended or unattached trailers, exclusions

applicable to transportation of bulk materials and food grade products, or exclusions related to contamination of cargo.

- (d) Statutory Workers' Compensation Insurance coverage in such amounts and in such form as required by applicable state law, and to the extent Workers' Compensation Insurance is not required by applicable law, CARRIER shall ensure that any individual used in the performance of CARRIER's services hereunder is nevertheless covered by Workers' Compensation insurance or, in the alternative is covered by a policy of Occupational Accident insurance with coverage in the aggregate of no less than \$1,000,000 and a weekly wage replacement benefit of no less than \$500 per week. Owners who are the sole operator/driver of one truck may present a waiver upon approval of the Bridge Commodities.
- (e) All insurance policies required by this Agreement shall, as applicable, be primary to any insurance maintained by BROKER, its customers or any of their affiliated entities and shall waive subrogation and contribution against BROKER and its affiliates. CARRIER shall furnish to BROKER written certificates obtained from the insurance carrier showing that such insurance has been procured, is being properly maintained, the expiration date, and specifying that written notice of cancellation or modification of the policies shall be given to BROKER at least thirty (30) days prior to such cancellation or modification. In addition, BROKER and its affiliates shall be named as additional insureds on CARRIER's CGL, and AL policies, and as loss payees on the Cargo and Phys Dam policies as evidenced by an endorsement on the certificates of insurance which shall be provided to BROKER by CARRIER. Upon request, CARRIER shall provide BROKER or Customer with copies of the applicable insurance policies.

10. **CONTRACTUAL INDEMNIFICATION.** CARRIER SHALL DEFEND, INDEMNIFY, AND HOLD BROKER, BRIDGE COMMODITIES, LLC, TRIPLETT BROS, LLC, CUSTOMERS OF BRIDGE COMMODITIES, LLC, THE OWNER OR LESSOR OR OF ANY TRAILER USED BY CARRIER, AND EACH OF THEIR OFFICERS AND DIRECTORS, EMPLOYEES AND SUBCONTRACTORS (COLLECTIVELY, THE "INDEMNITIES") HARMLESS FROM AND AGAINST, AND SHALL PAY AND REIMBURSE THEM FOR, ANY AND ALL DIRECT OR INDIRECT LOSS, LIABILITY, DAMAGE, CLAIM, FINE, COST OR EXPENSE, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING OUT OF OR IN ANY WAY RELATED TO THE PERFORMANCE OR BREACH OF THIS AGREEMENT BY CARRIER, ITS EMPLOYEES OR INDEPENDENT CONTRACTORS WORKING FOR CARRIER (COLLECTIVELY, THE "CLAIMS"), INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR OR RELATED TO PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE, THE EMPLOYMENT OF ANY PERSONNEL USED BY CARRIER, AND CARRIER'S POSSESSION, USE, MAINTENANCE, CUSTODY OR OPERATION OF THE EQUIPMENT OR ANY TRAILER; PROVIDED, HOWEVER, THAT CARRIER'S OBLIGATIONS UNDER THIS PARAGRAPH WILL NOT APPLY WITH RESPECT TO A SPECIFIC INDEMNITEE TO THE PRORATED EXTENT THAT ANY CLAIM IS DIRECTLY AND PROXIMATELY CAUSED BY THE NEGLIGENCE OR OTHER WRONGFUL CONDUCT OF SUCH INDEMNITEE. CARRIER HEREBY EXPRESSLY WAIVES ANY EXCLUSIVE REMEDY DEFENSE, INCLUDING, BUT NOT LIMITED TO, THOSE AVAILABLE UNDER ANY WORKERS' COMPENSATION OR OTHER OCCUPATIONAL ACCIDENT STATUTORY REGIME, TO THE EXTENT NECESSARY TO EFFECTUATE CARRIER'S OBLIGATIONS UNDER THIS PROVISION. EACH INDEMNITEE IS AN INTENDED THIRD-PARTY BENEFICIARY OF THIS CLAUSE. ANY INDEMNITEE ENTITLED TO THE BENEFITS OF THIS PROVISION IS ENTITLED TO SELECT COUNSEL OF ITS CHOOSING TO DEFEND THE INTERESTS OF THE INDEMNITEE AT THE EXPENSE OF CARRIER.

11. **HANDLING, LOADING AND SEALING.**

- (a) CARRIER will comply with handling instructions provided by the shipper, consignor, or consignee (including such instructions that may be passed through to CARRIER by BROKER) including, but not limited to; compliance with requirements related to transportation of bulk commodity shipments.
- (b) CARRIER shall confirm shipments with a serialized seal. CARRIER shall ensure that the serialized seal number appears on the bill of lading or other form of manifest or receipt. CARRIER shall be solely responsible for maintaining seal integrity during transportation of the shipment. Except as is required by law enforcement personnel, under no circumstances shall CARRIER or any of its personnel break any seal without the express consent of BROKER. CARRIER shall immediately notify BROKER to report a missing or broken seal.
- (c) CARRIER understands and agrees that adulterated or altered shipments may be refused by the consignee or receiver, upon their delivery, at destination and CARRIER shall bear sole risk of rejection of cargo arising from or related to broken seals or failure to comply with load handling instructions.

12. **CONFIDENTIALITY AND NON-SOLICITATION.**

- (a) CARRIER shall maintain records related to shipments transported under this Agreement, and with

respect to shipments consisting of food grade products, shall also obtain records related to prior shipments transported in CARRIER's equipment (other than equipment obtained from BROKER or an affiliate of BROKER), for a period of not less than three (3) years from the date of delivery. CARRIER shall provide such records to BROKER upon request, and regardless of whether this Agreement remains in effect at the time of such request. Neither party may disclose the terms of this Agreement to a third party without the written consent of the other party except (1) as required by law or regulation; (2) disclosure is made to its parent, subsidiary, or affiliate company; or (3) to facilitate rating or auditing of transportation charges by an authorized agent and such agent agrees to keep the terms of the Agreement confidential. In addition, in no event will CARRIER disclose any information regarding BROKER's customers (including identities, locations, volumes, etc.), the rates for services agreed between BROKER and CARRIER, or the rates paid by BROKER to CARRIER with respect to services hereunder.

- (b) CARRIER will not accept traffic from any shipper, consignor, consignee or customer of BROKER where (1) the availability of such traffic first became known to CARRIER as a result of BROKER's efforts, or (2) the traffic of the shipper, consignor, consignee or Customer of BROKER was first tendered to CARRIER by BROKER. If CARRIER breaches this paragraph and moves shipments . obtained directly from customers of BROKER during the term of this Agreement or for twelve (12) months thereafter without utilizing the services of BROKER, CARRIER shall be obligated to pay BROKER, for a period of fifteen (15) months thereafter, commission in the amount of thirty-five percent (10%) of the transportation revenue resulting from traffic transported for the Customer, and CARRIER shall provide BROKER with all documentation requested by BROKER to verify such transportation revenue. CARRIER shall not utilize BROKER's or the Customer's name or identity in any advertising or promotional communications without written confirmation of BROKER consent.

13. **SUB-CONTRACT PROHIBITION.** CARRIER specifically agrees that all freight tendered to it by BROKER shall be transported on equipment operated only under the for-hire motor carrier 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. In the event that CARRIER breaches this provision, CARRIER shall remain directly liable to BROKER as if CARRIER transported such freight under its own authority in accordance with this provision, and shall further hold harmless and indemnify BROKER from any and all loss, liability, damage, claim, fine, cost or expense, including reasonable attorney's fees, arising out of or in any way related to the use of any subcontractor in violation of this provision regardless of whether arising from the conduct or omissions of CARRIER, the subcontractor, or any other third party. If CARRIER in any manner sub-contracts, brokers, or otherwise arranges for freight to be transported by a third party, in addition to any other rights and remedies available to BROKER, BROKER may, in its sole discretion, pay the underlying carrier directly, which payment will relieve BROKER of any and all payment obligations to CARRIER with respect to such load.

14. **BROKER'S RECORDS.** CARRIER hereby waives its right to obtain copies of BROKER's records as provided for under 49 C.F.R. Part 371. Notwithstanding, to the extent that CARRIER obtains records set forth in 49 C.F.R. § 371.3 by any means whatsoever, CARRIER agrees to refrain from utilizing such records in negotiating for the provision of services with any third party, including existing customers of BROKER. CARRIER further agrees and understands that all such records comprise confidential information and trade-secrets. Nothing in this section is intended to relieve CARRIER of any other obligations imposed upon it by this Agreement, nor to limit any rights of BROKER to enforce such obligations.

15. **ASSIGNMENT/MODIFICATION/BENEFIT OF AGREEMENT.** This Agreement may not be assigned or transferred in whole or in part, and supersedes all other agreements and all tariffs, rates, classifications, and schedules published, filed, or otherwise maintained by CARRIER. This Agreement shall be binding upon and inure to the benefit of the PARTIES hereto. Customers are expressly intended third party beneficiaries of this Agreement.

16. **SEVERABILITY.** In the event that the operation of any portion of this Agreement results in a violation of any law, the PARTIES agree that such portion shall be severable and that the remaining provisions of this Agreement shall continue in full force and effect.

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

18. **NOTICE.** With the exception of shipment specific communications (including, but not limited to, rate confirmation forms, shipment specific instructions, status updates, proofs of delivery), all of which may be exchanged via email, fax or other electronic means, all notices or other communications required or permitted by this Agreement shall be effective upon receipt; shall be in writing; and shall be personally delivered, or mailed by registered or certified mail, return receipt requested, or sent by an overnight delivery service which provides proof of delivery, or sent by telecopy with a duplicate copy sent by first class mail, postage prepaid, as follows:

If to Carrier:

If to Broker:

19. **DISPUTE RESOLUTION.** This Agreement shall be deemed to have been drawn in accordance with the statutes and laws of the State of Utah. In the event of any disagreement or dispute, the laws of Utah shall apply. All such disagreements or disputes shall be submitted to the court of proper jurisdiction in Cache County Utah except that if BROKER is a party to a lawsuit involving a third-party, including any Customer, with respect to any claim with respect to which CARRIER has potential liability to BROKER, BROKER may initiate suit against CARRIER in the same jurisdiction where the lawsuit involving BROKER is pending. ~~Cache County, Utah~~ ^{996 Cache County, UT 84321} The PARTIES hereby agree to the exclusive jurisdiction of such courts. Notwithstanding the foregoing, the PARTIES may mutually agree in writing to submit any such disagreement or dispute to binding arbitration.

20. **COMPLETE AGREEMENT.** This Agreement constitutes the entire agreement of the PARTIES with reference to the subject matters herein, and may not be changed, waived, or modified except in writing signed by both PARTIES.

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

Bridge Commodities, L.L.C.

Brad Triplett

Printed: Brad Triplett

Address: PO Box 4325, Logan, UT 84321

Phone: 435-881-1169

Fax: _____

Printed: _____

Address: _____

Phone: _____

Fax: _____

Initial _____

APPENDIX A

1. Rates. In accordance with Paragraph 6 of the Agreement, the rates applying to the transportation services to be provided pursuant to the Agreement are set forth below:

Bridge Commodities, L.L.C;

Carrier

Brad Triplett

Printed: Brad Triplett _____

Printed: _____

Initial _____

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
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 the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number										
				-				-		
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 on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	-------------------------------	--------

General Instructions

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

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

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. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

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).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.