



Companion Logistics

CARRIER PACKET

8115 Maple Lawn Blvd Ste 350
Fulton, MD 20759

MC: 050571
DOT: 3052458
SCAC: COGJ

888-511-0014 (toll free)
828-641-9138 (fax)
info@companionlogisticscorp.com
www.companionlogisticscorp.com

Welcome to Companion Logistics, a freight brokerage.

You're not just a number at Companion; you're part of our trusted network of carriers, and we back you with the support of our entire team. You can count on direct access day or night to the broker who knows you, your business, and the details of your loads.

We offer our carriers:

- **24/7 support, 365 days/year**
- **Fuel advances** through Electronic Funds Source (EFS)
- **Fast payment** through Triumph Business Capital, our factor
- **Quick-pay options** for more immediate payment (*fees apply*)

We've seen the inside of more than a few brokerages over the past decades. We want your experience with Companion to be different.

To approve your company as a carrier, we need the following:

- Carrier Profile
- Signed Broker-Carrier Agreement
- W-9
- NOA, if factored
- Operating Authority (*sample enclosed*)
- Certificate of Insurance (Companion as certificate holder) (*sample enclosed*)

Upon completion of your first load, you will be contacted by our factor, Triumph Business Capital, to select your payment options, including quick-pay options.

Accounting Contacts

accounting@companionlogisticscorp.com
(888) 511-0014 ext. 3

Updated 1/2021

CARRIER PROFILE *(page 1 of 2)*

DATE:

COMPANY NAME:

ADDRESS:

PHONE:

FAX:

SCAC:

CONTACT NAME:

POSITION:

ADDRESS *(if different):*

PHONE:

EMAIL:

If different
A/R CONTACT:

ADDRESS:

PHONE:

EMAIL:

CARRIER PROFILE *(page 2 of 2)*

NUMBER OF TRUCKS:

NUMBER OF TRAILERS:

TYPES OF TRAILERS:

Dry Vans

Flatbed

Specialty

Reefers

Step-Deck

Other: _____

REGIONS SERVED:

Northeast

Midwest

Northwest

Canada

Southeast

Central

Southwest

Mexico

All Continental U.S.

PREFERRED STATES:

CERTIFICATIONS:

HAZMAT

C-TPAT

TWIC

TSA

SIDA

FAST

REFERENCE NAME:

COMPANY:

CITY, STATE:

PHONE:

EMAIL:

REFERENCE NAME:

COMPANY:

CITY, STATE:

PHONE:

EMAIL:

**COMPANION LOGISTICS CORPORATION
BROKER-CARRIER TRANSPORTATION AGREEMENT**

THIS AGREEMENT, "Agreement", made and intended to be effective _____, by and between Companion Logistics Corporation, having offices at Fulton, Maryland, (BROKER), and _____ having offices at _____ (CARRIER), collectively, the "PARTIES".

RECITALS

A. WHEREAS BROKER is licensed as a Property Broker by the Federal Motor Carrier Safety Administration (FMCSA) under USDOT # 3052458 or by appropriate State agencies, and as a licensed broker, arranges for freight transportation; and

B. WHEREAS CARRIER is a licensed motor carrier pursuant to USDOT # _____;

C. WHEREAS, CARRIER desires to provide transportation services on behalf of BROKER's customers;

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

AGREEMENT

1. TERM. Subject to paragraph 12, the term of this Agreement shall be effective when executed by the parties and shall continue in effect for one year from the date of execution. Unless either party gives notice of its intent not to renew the Agreement, it shall automatically renew for successive one-year periods. Provided, however, that either Party may terminate this Agreement on 30 days written notice to the other Party, with or without cause, or as otherwise provided in this Agreement.

2. BROKER EFFORTS. BROKER agrees to solicit, obtain and arrange for transportation of BROKER's customer's freight pursuant to the terms and conditions of this Agreement and in compliance in all material respects with all federal, state and local laws and regulations relating to the brokerage of the freight covered by this Agreement. BROKER's responsibility under this Agreement shall be limited to arranging for, but not actually performing, transportation of freight. CARRIER is not providing exclusive motor carrier services to BROKER or BROKER's customers.

3. SHIPPING DOCUMENTS. Shipping documents include scale tickets, delivery receipts, and/or bills of lading. CARRIER shall ensure that the applicable Bill of Lading contains the name and address of the shipper, the destination address, and consignee name. CARRIER acknowledges that BROKER should not be listed on the bill of lading

and that if BROKER is listed on the Bill of Lading as the carrier this will occur for the convenience of the shipper only and CARRIER at all times is the actual carrier of goods and BROKER'S role is limited to arranging for transportation. CARRIER must ensure that any visual damage to freight or discrepancies in count is noted on the shipper's original Bill of Lading, which is to be signed by CARRIER's driver or agent and by shipper or consignor. CARRIER must ensure that the proof of delivery and receipt of freight are noted on the shipper's Bill of Lading.

4. DISPATCH. CARRIER shall transport a series of shipments as BROKER may require in strict accordance with the delivery terms of the load confirmation (whether oral or in writing). The "reasonable dispatch" standard does not apply to this Agreement. CARRIER is responsible for confirming the count and condition of the freight accepted by CARRIER's driver. CARRIER is also responsible for providing a clean, dry, odor free, and leak proof trailer for shipments transported under this Agreement. CARRIER is prohibited from supplying equipment that has been used to transport hazardous wastes, solid or liquid, regardless of whether these substances are defined in 40 C.F.R. § 261.1 et seq. For hazardous materials shipments, Carrier will comply with all applicable federal, state, and local laws and regulations, including, but not limited to, 49 C.F.R. § 172.800, § 173, and § 397 et seq. CARRIER must give priority to compliance with all such laws and regulations and must not interpret any request or communication from any employee or agent of BROKER, shipper, consignor, or BROKER's customer(s) to authorize, directly or by implication, CARRIER to deviate from any law or regulation applicable to CARRIER's operations as a motor carrier. Any directions or instructions given by BROKER to CARRIER for the transportation of the freight shall be for information and convenience only, and CARRIER retains full control of the transportation of freight assigned to it under this Agreement.

5. RATES. Rates shall be as set forth on any Load Confirmation(s) that is issued and that supplements and amends this Agreement to the extent its terms conflict with those in this Agreement. This Agreement also governs all accessorial services which may be required or performed. CARRIER shall not bill for any accessorial or other charge not approved in this Agreement or in any Load Confirmation(s). Rates may be amended orally but must be confirmed in writing within five working days of the modification in order to remain binding between the PARTIES. BROKER shall make payment to CARRIER within thirty days of receipt of the shipping documents from CARRIER. BROKER has no obligation to pay carrier prior to receipt of shipping documents specified in this Agreement or when shipping documents specified in this Agreement are not provided by CARRIER to BROKER within thirty days after the shipment date. BROKER is permitted to offset against charges owed to CARRIER for freight claims or any other obligation of CARRIER to BROKER, whether or not such offsets are owed in connection with the shipment in regard to which the loss was incurred. In the event it is finally adjudicated by a court of competent jurisdiction that any cargo loss or other liability on which an offset is based was not owed by CARRIER, BROKER'S liability shall be limited to the amount offset in connection with the claim, and BROKER shall not be liable for interest on said sum or other damages, including, but not limited to, consequential, incidental, or punitive damages. CARRIER waives all carrier liens

otherwise legally available to CARRIER and agrees not to hold or delay freight based on outstanding claims against BROKER or BROKER's customer(s).

6. PAYMENT. BROKER authorizes CARRIER to invoice BROKER for services provided by the CARRIER. CARRIER agrees that BROKER is the sole party responsible for payment of its invoices and that, under no circumstances, will CARRIER seek payment from the shipper, consignee and BROKER's customer(s). CARRIER waives any right under any federal, state, or local law to collect freight charges or other amounts from shipper, consignee, and BROKER's customer(s). BROKER agrees to pay CARRIER in full all properly invoiced amounts regardless of any failure of payment by BROKER's customer. If CARRIER wishes to have invoices paid to a factoring company, CARRIER must provide notification via certified letter to be received by BROKER before such payments may be redirected. CARRIER agrees to indemnify BROKER from any liability for failure to pay any factoring company for any failure of CARRIER to adhere to this section. CARRIER and any affiliates of CARRIER (including factoring companies) may not report open invoices to credit bureaus until at least 30 days after invoices and proof of delivery are received by BROKER. CARRIER may not report past due invoices to credit bureaus if any payment disputes with BROKER arise out of an alleged breach by CARRIER of this Agreement.

7. LOSS, DAMAGE, OR DELAY. CARRIER agrees that its liability for cargo loss or damage shall be that of a Motor Carrier as provided for in 49 USC §14706 (the Carmack Amendment), except as is otherwise provided by this Agreement. Where a seal is placed on a trailer by consignor, shipper, CARRIER or other party, CARRIER is responsible to maintain the seal intact until removed by an authorized employee of consignee upon delivery. CARRIER is liable for any and all claims, losses, or liabilities arising from or as a result of any unauthorized removal of seal, broken seal, missing seal, tampered seal, or mismatched seal number. CARRIER is solely responsible for ensuring that cargo is maintained according to any requirements stated on the bill of lading or load confirmation.

CARRIER shall be liable for full actual loss of cargo, and any limitation on this liability contained in any tariff, contract, bill of lading, or other document shall be void and ineffective. Exclusions in CARRIER's insurance coverage shall not relieve CARRIER from any liability. The provisions contained in 49 CFR §370.1 et seq. shall govern the processing of claims for loss, damage, injury or delay to property and the processing of salvage, except as is otherwise provided by this Agreement. CARRIER waives the right to salvage for damaged freight and understands and agrees that the shipper may choose to destroy damaged goods rather than allowing them to reach the consumer market in damaged condition. In the event that damaged goods are returned to BROKER's customer and salvaged by Customer, CARRIER shall receive a credit for the actual salvage value of such goods. CARRIER also agrees to be liable for incidental and consequential damages for delay in delivery, including any stoppage in production caused by the delay. CARRIER's indemnification liability for freight loss and damage claims, when determined, shall include legal fees which shall constitute special damages, the risk of which is expressly assumed by CARRIER, and which shall not be limited by any liability provisions of any other provision herein.

8. SUB-CONTRACT PROHIBITION. CARRIER specifically agrees that all freight tendered to it by BROKER shall be transported on equipment operated only under the authority of CARRIER and that CARRIER shall not in any manner sub-contract, broker, double broker, rebroker, or in any other form arrange for the freight to be transported by a third party without the prior written consent of BROKER. If CARRIER breaches this provision, BROKER has the right to pay freight charges directly to the delivering carrier, in lieu of payment to CARRIER. Upon payment of such charges to the delivering carrier, BROKER shall have no further obligation to pay freight charges to CARRIER. CARRIER WILL BE LIABLE FOR INCIDENTAL AND CONSEQUENTIAL DAMAGES INCURRED BY BROKER AS A RESULT OF CARRIER'S BREACH OF THIS PARAGRAPH.

9. INSURANCE. CARRIER agrees to maintain at all times during the term of the contract insurance coverage with limits not less than the following:

General Liability/Property Damage - \$1,000,000

Auto Liability - \$1,000,000/\$5,000,000 for Hazardous Materials

Cargo Liability - \$100,000 (deductible no more than \$5,000)

Worker's Compensation Liability Insurance – required in the amounts provided by applicable state law.

Such insurance must be provided by an insurance company having a Best's rating of A or better or otherwise accepted, in writing, by BROKER. CARRIER shall provide certificates of insurance for each of these coverages, which certificates shall provide BROKER notice of the cancellation of the above-referenced policies and give BROKER status as a certificate holder. CARRIER'S liability shall not be limited by the amount of insurance required by this Agreement, and CARRIER remains fully liable for any loss for which it is otherwise liable by law. CARRIER has the right to reject any load whose value it believes exceeds its available insurance coverage. BROKER and shipper have no duty to inform CARRIER of the value of loads transported by CARRIER pursuant to this Agreement. In the event CARRIER fails to maintain insurance as required by this Agreement, BROKER may terminate this Agreement immediately.

10. SAFETY RATING. CARRIER agrees that at all times during the term of this Agreement it shall not have an unfit, unsatisfactory, or conditional safety rating as determined by the Federal Motor Carrier Safety Administration (FMCSA). If CARRIER receives an unfit, unsatisfactory, or conditional safety rating, it shall immediately notify BROKER in accordance with the notice provisions in Paragraph 17, and BROKER may terminate this Agreement immediately. BROKER shall not knowingly utilize any carrier with an unfit or unsatisfactory safety rating in the performance of this Agreement. In its sole discretion, BROKER may agree to use a carrier with a conditional safety rating after

conducting additional investigations into the carrier's safety management practices. CARRIER agrees to comply with all federal, state, and local statutes and regulations governing its operations as a motor carrier.

11. **APPLICABILITY.** CARRIER agrees that the terms and conditions of this Agreement shall apply on all shipments it handles for BROKER. Any terms in a tariff or shipping document which are inconsistent with this Agreement shall be subordinate to the terms of the Agreement. Any terms in any tariff, shipping document, or other document that purport to limit CARRIER's liability for any cargo loss shall be ineffective. CARRIER expressly waives all rights and remedies under Title 49 U.S.C., Subtitle IV, Part B to the extent they conflict with this Agreement.

12. **DEFAULT.** Both parties will discuss any perceived deficiency in performance and will promptly endeavor to resolve all disputes in good faith. However, if either party materially fails to perform its duties under this Agreement, the party claiming default may terminate this Agreement on 10 (ten) days written notice to the other Party. The declaring of CARRIER's driver disqualified, or if CARRIER's driver should fail a random drug test, shall immediately terminate this Agreement as to that driver; provided, however, BROKER has the option of allowing CARRIER to substitute a driver in a timely manner to complete any trip then in progress. The following shall all be deemed instances of default: (a) there shall be filed by or against CARRIER, in any competent court, a petition in bankruptcy or insolvency, or for reorganization, or for the appointment of a receiver or trustee of all or a portion of the property of CARRIER; (b) CARRIER makes an assignment for the benefit of creditors or petitions for, or enters into, an agreement or arrangement with its creditors; (c) CARRIER fails to timely and properly perform its obligations of this Agreement. Upon the occurrence of an Event of Default, BROKER may, upon giving two (2) days' prior written notice to CARRIER (without prejudice to any other remedy BROKER may have, and provided such default has not been cured), terminate this Agreement. In any legal proceeding arising from a breach of any provision of this Agreement, the prevailing party shall be entitled to recover its attorney's fees and costs.

13. **INDEMNIFICATION.** Without regard to the insurance limits in Section 8, CARRIER shall defend, indemnify and hold BROKER harmless against any claims, actions or damages, including, but not limited to claims for or related to personal injury (including death), to any person including CARRIER employees, subcontractors, and contractors cargo loss, damage, or delay, and payment of rates and/or accessorial charges to Carriers, arising out of CARRIER's performance under this Agreement, including but not limited to the actions of any driver, employee, contractor, sub-carrier, owner/operator, or other agent of CARRIER or party performing any of CARRIER's obligations under this Agreement, or CARRIER's failure to obtain insurance as required by this Agreement. The obligation to defend shall include all costs of defense as they accrue, including reasonable attorney's fees.

14. **ASSIGNMENT/MODIFICATIONS OF AGREEMENT.** Neither party may assign or transfer this Agreement, in whole or in part, without the prior written consent of

the other party. CARRIER may not subcontract any portion of the performance of this Agreement. No amendment or modification or waiver of the terms of this Agreement shall be binding unless in writing and signed by agents of the PARTIES with express authority to agree to such terms.

15. **SEVERABILITY/SURVIVABILITY.** In the event that the operation of any portion of this Agreement results in a violation of any law, or any provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the Parties agree that such portion or provision shall be severable and that the remaining provisions of the Agreement shall continue in full force and effect. The representations and obligations of the PARTIES shall survive the termination of this Agreement for any reason.

16. **INDEPENDENT CONTRACTOR.** It is understood between BROKER and CARRIER, that neither is an agent for the other and each shall remain at all times independent of the other. BROKER does not exercise or retain any control or supervision over CARRIER, its operations or employees. CARRIER shall, at its sole cost and expense: (a) furnish all equipment necessary or required for the performance of its obligations hereunder (the "Equipment"); (b) pay all expenses related, in any way, with the use and operation of the Equipment; (c) maintain the Equipment in good repair, mechanical condition and appearance; and (d) utilize only competent, able and legally licensed personnel. CARRIER shall have the 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, including but not limited to IFTA fuel taxes, assessments, insurance (including but not limited to worker's compensation, unemployment compensation, disability, pension and social security insurance) and any other financial obligations arising out of the transportation performed hereunder. CARRIER's employees are not authorized to represent themselves as agents of BROKER.

17. **NONWAIVER.** Failure of either party to insist upon performance of any of the terms, conditions or provisions of this Agreement, or to exercise any right or privilege herein, or the waiver of any breach of any of the terms, conditions or provisions of this Agreement, shall not be construed as thereafter waiving any such terms, conditions, provisions, rights or privileges, but the same shall continue and remain in full force and effect as if no forbearance or waiver had occurred, and no course of performance or course of dealing between the parties shall thereby arise.

18. **NOTICES.** Unless the PARTIES notify each other in writing of a change of address, any and all notices required or permitted to be given under this Agreement shall be in writing (or fax with machine imprint on paper acknowledging successful transmission) and shall be addressed as follows:

(BROKER)

(CARRIER)

Companion Logistics Corporation

Name: _____

8115 Maple Lawn Blvd, Suite 350
Fulton, MD 20759

Attn: _____

Phone: 888-511-0014

Address: _____

Fax: 828-641-9138

Phone: _____

19. **FORCE MAJEURE.** Neither Party shall be liable to the other for failure to perform any of its obligations under this Agreement during any time in which such performance is prevented by fire, flood, or other natural disaster, war, embargo, riot, civil disobedience, or the intervention of any government authority, or any other cause outside of the reasonable control of the CARRIER or BROKER, provided that the Party so prevented uses its best efforts to perform under this Agreement and provided further, that such Party provide reasonable notice to the other Party of such inability to perform.

20. **CHOICE OF LAW AND VENUE.** All questions concerning the construction, interpretation, validity, and enforceability of this Agreement, as well as the substantive rights and duties of the parties to this Agreement, whether in a court of law or in arbitration, shall be governed by and construed and enforced in accordance with the laws of the State of North Carolina without giving effect to any choice or conflict of law provision or rule that would cause the laws of any other jurisdiction to apply. Both parties represent that they are subject to and hereby irrevocably submit to exclusive jurisdiction of any federal or state court with jurisdiction to include Rutherford County, North Carolina in connection with any suit, action, or proceeding arising out of or relating to this Agreement and irrevocably agree that all claims and counterclaims of Carrier or Broker in respect to any such suit, action or proceeding will be heard or determined only in any such court. In any legal action brought to enforce any right or duty under this Agreement or to recover damages for breach of this Agreement, the prevailing party shall be awarded reasonable attorney's fees and costs.

21. **CONFIDENTIALITY.** In addition to Confidential Information protected by law, statutory or otherwise, the Parties agree that all of their financial information and that of their customers, including but not limited to freight and brokerage rates, amounts received for brokerage services, amounts of freight charges collected, freight volume requirements, as well as personal customer information, customer shipping or other logistics requirements shared or learned between the Parties and their customers, shall be treated as Confidential, and shall not be disclosed or used for any reason without prior written consent. In the event of violation of this Confidentiality paragraph, the Parties agree that the remedy at law, including monetary damages, may be inadequate and that the Parties shall be entitled, in addition to any other remedy they may have, to an injunction restraining the violating Party from further violation of this Agreement in which case the prevailing Party shall be liable for all costs and expenses incurred, including but not limited to reasonable attorney's fees.

22. BACK SOLICITATION. CARRIER shall not solicit traffic from any shipper, 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) where the traffic was first tendered to CARRIER by BROKER. If the CARRIER breaches this provision of this AGREEMENT, BROKER shall be entitled—as reasonable liquidated damages and not as a penalty—to a commission of fifteen percent of the gross revenue from such traffic to CARRIER for a period of fifteen months. CARRIER also agrees that the breach of this provision entitles BROKER to be entitled to obtain an injunction against CARRIER in a court of competent jurisdiction, at BROKER's option.

23. ENTIRE AGREEMENT: This Agreement, including all Appendices and Addenda, constitutes the entire agreement intended by and between the PARTIES and supersedes all prior agreements, representations, warranties, statements, promises, information, arrangements, and understandings, whether oral, written, expressed or implied, with respect to the subject matter hereof.

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

Companion Logistics Corporation
BROKER

Name: _____
CARRIER

Signed

Signed

Printed

Printed

Title

Title

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.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

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

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, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

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 his or her 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 his or her 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 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include 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 Part II instructions on page 3 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 under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 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 no longer are 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, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **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. 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 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** 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.

d. **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. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity 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, "Business name/disregarded entity name." 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, you may enter it on line 2.

Line 3

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

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in 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 in 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 possession, 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 possession
- 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
- 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 Income, 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) written or printed 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 possession, 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.

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 individual taxpayer identification number (ITIN). Enter it in the social security number box. 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. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 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 1-800-772-1213. 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/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "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, generally you will 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.

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 items 1, 4, or 5 below indicate 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), 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)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. 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
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. 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
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (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 and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. 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.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

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 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 credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system 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 1-877-777-4778 or TTY/TDD 1-800-829-4059.

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 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov 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 possessions for use in administering their laws. The information also may 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, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



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

1200 New Jersey Ave., S.E.
Washington, DC 20590

1200 New Jersey Ave., S.E.

Washington, DC 20590

SERVICE DATE

October 23, 2017

COMPANION LOGISTICS CORPORATION
8175 MAPLE LAWN BLVD STE 200
FULTON, MD 20758-2000

LICENSE

MC-50571-B

U.S. DOT No. 3052458

COMPANION LOGISTICS CORPORATION

FULTON, MD

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

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

SAMPLE

Jeffrey L. Secrist
Jeffrey L. Secrist, Chief
Information Technology Operations Division

BPO

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

10/11/17

PRODUCER Integro Insurance Brokers 161 N Clark, Suite 1850 Chicago, IL 60601 Contact: Brian Dreher; Email: brian.dreher@integrogroup.com	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
COMPANIES AFFORDING COVERAGE	
INSURED Companion Logistics Corporation 8115 Maple Lawn Blvd. Suite 350 Fulton, MD 20759	COMPANY A Aspen American Insurance Company <hr/> COMPANY B <hr/> COMPANY C <hr/> COMPANY D

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE -0b(MM/DD/YY)	POLICY EXPIRATION DATE -0b(MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR. <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT <hr/>				GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG. \$ PERSONAL & ADV. INJURY \$ EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES \$ MED. EXPENSE (Any one person) \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> CONTINGENT AUTO <hr/>				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <hr/>				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM <hr/>				EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				WC STATUTORY LIMITS OTHER \$ EACH ACCIDENT \$ DISEASE-POLICY LIMIT \$ DISEASE-EACH EMPLOYEE \$
A	FMCSA SURETY BOND	SU56097	10/23/2017	10/23/2018	LIMIT: \$75,000

DESCRIPTIONS OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER <p style="text-align: center;">*For Reference Only*</p>	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <div style="text-align: right;"> </div>
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