



Thank you for your interest in becoming a contract carrier for UCW Logistics. Our network of customer contacts and sales force is a great way to keep your assets moving!

Company Profile

MC# - 841454
US DOT# - 2444076
EIN# - 46-3692307
Surety Bond # - 106000972 (Travelers)
SCAC – UCWL
D&B DUNS# - 079295884

Bank Information

Suntrust Bank
999 S. Shady Grove Rd.
Suite 202
Memphis, TN 38120
P: (901) 681-4122
F: (901) 415-7327

Applying to become a qualified contract carrier is easy. Just fill out the enclosed carrier profile, W-9 and Carrier Agreement, and fax them back to (888) 509-7120 or email an electronic copy to carriers@ucwlogistics.com. You can also mail a hard copy to:

UCW Logistics
325 W. McBee Ave.
Suite 200
Greenville, SC 29601

A member of our team will be in touch upon receipt of the packet, but please feel free to contact us at any time. We look forward to creating a long lasting relationship!

UCW Logistics is an asset-light, privately held Third Party Logistics Company with corporate headquarters in Memphis, Tennessee and operational headquarters in Greenville, South Carolina. The company began in 1925 as a highly specialized cotton supply chain company managing all phases from farming and processing to merchandising and distribution. The company's affiliated businesses continue to offer diverse services from cotton warehousing, distribution, and certification, to steel distribution, third party warehouse and third party warehouse management. UCW Logistics continues to expand its services to better serve existing and new clients with freight management and truck brokerage services. Our best assets are our people, the relationships we cultivate, and the superior service we provide to all company stakeholders.

325 W. McBee Ave., Suite 200 • Greenville, SC 29601 • P: (864) 516-1980 • F: (888) 509-7120

102 West Third St., Suite 535 • Winston-Salem, NC 27101 • P: (336) 608-3655 • F: (336) 727-3302



Carrier Profile

UCW Logistics, LLC
325 W. McBee Ave.
Suite 200
Greenville, SC 29601

Office: (864) 516-1980
Fax: (888) 509-7120
MC#: 841454
DOT#: 2444076

Carrier Name: _____ DOT #: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ 24-hr #: _____

Main Contact Name: _____ Email Address: _____

Management Contact Name: _____ Phone: _____

Accounts Receivable Contact: _____ Email Address: _____

Website: _____ Web Tracking? Yes No

Do you have Broker Authority? Yes No **Are you ELD Compliant?** Yes No

Team Drivers? Yes No How Many? _____

Warehousing? Yes No Location: _____

Mexico or Canada Shipments? Yes No

Required Carrier Documents:

- Insurance Certificate
- Operating Authority
- W-9
- Federal EIN# _____
- USDOT# _____
- MC# _____
- Additional Certifications? _____



Equipment Totals: (How many of each?)

Tractors _____ 53' Dry Van _____ 48' Dry Van _____ Reefers _____ Dual Temp _____

Flatbeds _____ Step Decks _____ Double Drops _____ RGN _____ Multi Axle _____

Conestoga _____ Car Hauler _____ E-TRAC _____ Lift-Gates _____ Straight Trucks _____

Other? _____

Load Bars? Yes No Straps? Yes No Blankets? Yes No

Preferred Lanes

Origin City	Origin State	Destination City	Destination State

Carrier Insurance Requirements

Carrier shall maintain a policy or policies of insurance with the following coverage levels:

- Cargo Liability Insurance with minimum limits of \$100,000 per occurrence (higher limit is preferred)
- Automobile Liability Insurance covering owned, hired and non-owned automobiles with minimum limits of \$1,000,000 per occurrence
- Comprehensive General Liability insurance with minimum limits of \$1,000,000 per occurrence
- Workers Compensation and Employer's Liability insurance with minimum limits of \$100,000 per occurrence

Certificate Holder

Please list certificate holder as:

UCW Logistics, LLC
 325 W. McBee Ave.
 Suite 200
 Greenville, SC 29601

30-Day Notice Required

UCW Logistics will be given not less than 30 days' notice by insurer of any cancellation or material change in the Insured's policy or policies of insurance.

Please fax all pages of the carrier agreement along with required documents to (888) 509-7120 or email an electronic copy to carriers@ucwlogistics.com.



TRANSPORTATION BROKERAGE AGREEMENT

THIS TRANSPORTATION BROKERAGE AGREEMENT, including Appendix A (together, the “Agreement”), is made on the ____ day of _____, 201__ by and between _____, referred to as “CARRIER”, and UCW Logistics, LLC referred to as “BROKER.”

Whereas, BROKER is licensed as a property broker by the Federal Motor Carrier Safety Administration (“FMCSA”) under license No. MC-841454; and

Whereas, CARRIER is registered with the FMCSA as a motor contract carrier in interstate, intrastate, and/or foreign commerce under MC-_____, U.S. DOT No. _____ and is in all respects qualified to transport freight as required by BROKER; and

Whereas, BROKER desires to engage CARRIER to perform transportation within the limits of CARRIER’s contract operating authorities according to this Agreement’s terms and conditions, and CARRIER desires to perform such transportation.

Now, therefore, intending to be legally bound, the parties agree as follows.

1. This Agreement’s term shall be one year subject to earlier termination by either party giving thirty days written notice to the other. Absent such notice, it shall automatically renew for successive one-year periods.
2. CARRIER warrants that all equipment and personnel used in providing the services contemplated herein shall meet all requirements of, and be in compliance with all laws and regulations of, the United States Department of Transportation as well as all states and provinces in which these services are to be provided. CARRIER further warrants that it will immediately provide BROKER with notice, in writing, of any change in its safety rating and provide BROKER copies of any FMCSA Notice of Charges or Notice of Claim related to any change in safety rating. Carrier shall endeavor to maintain a satisfactory U.S. DOT safety rating but under no circumstances is Carrier allowed to provide services under this contract if their safety rating falls to unsatisfactory.
3. There is no minimum volume of freight contemplated by this Agreement. BROKER is not restricted against tendering freight to other carriers; CARRIER is not restricted against performing transportation for third parties.
4. CARRIER shall transport BROKER’s shipments without delay and immediately notify BROKER of any likelihood of delay or of any incident or circumstance that will prevent or delay delivery to the consignee.
5. CARRIER shall obtain from the consignee a complete, signed delivery receipt for each shipment, and shall notify BROKER immediately of any exception on any document. CARRIER shall send BROKER delivery receipts and bills of lading no later than fourteen (14) days from the date of delivery.

6. If BROKER requests CARRIER to transport any shipment required to be placarded under DOT rules as a hazardous material, the additional provisions in Appendix A, including additional insurance requirements, shall apply for each such shipment.
7. Each shipment hereunder shall be evidenced by a Uniform (Straight) Bill of Lading containing terms and conditions no less favorable to the Customer or beneficial owner of the cargo than those contained in the form of Uniform Straight Bill of Lading published as of the time of shipment in the National Motor Freight Classification (“N.M.F.C.”) and naming CARRIER as the transporting carrier. CARRIER’s drivers shall be instructed to sign their company’s name and record the seal number on every Bill of Lading evidencing a shipment under this Agreement. Under no circumstances shall CARRIER prepare a freight document which lists BROKER as “Carrier” or “Shipper.” Documents for each of BROKER’s shipments shall name BROKER as “broker” and CARRIER as “carrier.” If there is a wrongly worded document, the parties will treat it as if it showed BROKER as “broker” and CARRIER as “carrier.” If there is a conflict between this Agreement and any transportation document related to any shipment, including but not limited to Bills of Lading and Rate Confirmation Sheets, this Agreement shall govern. CARRIER agrees to indemnify and hold BROKER harmless from and against any direct, indirect and/or consequential loss, damage, fine, liability, judgment, cost and expense, including reasonable attorneys’ fees, arising from any errors in the bill of lading, including by way of illustration without limitation, the showing of BROKER as CARRIER or SHIPPER.
8. CARRIER shall be wholly responsible for performing the contemplated transportation and for all costs and expenses of such transportation, including as examples, costs and expenses of all CARRIER’s transportation equipment, its maintenance, and those persons who operate it. As to BROKER, CARRIER is an independent contractor, and as such is wholly responsible in every way for such persons as CARRIER hires or employs. 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 and qualified personnel.
9. Delivery and Pick-up dates and hours will not require CARRIER to violate Hours of Service regulations, and routing instructions, if any, provided by BROKER are for information purposes only. If CARRIER cannot assign a driver to a load for pick-up and safe delivery in compliance with all applicable federal, state or other governing authority’s regulations, including but not limited to Hours of Service regulations, it shall be CARRIER’s duty to decline the load.
10. CARRIER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS BROKER, ITS AFFILIATES AND ITS CUSTOMERS (AS INTENDED THIRD PARTY BENEFICIARIES) FROM ANY AND AGAINST ALL LOSSES (as defined below) ARISING OUT OF OR IN CONNECTION WITH THE TRANSPORTATION SERVICES PROVIDED UNDER THIS CONTRACT, INCLUDING THE LOADING, UNLOADING, HANDLING, TRANSPORTATION, POSSESSION, CUSTODY, USE OR MAINTENANCE OF CARGO OR EQUIPMENT OR PERFORMANCE OF THIS CONTRACT (INCLUDING BREACH HEREOF) BY CARRIER OR ANY CARRIER REPRESENTATIVE. CARRIER’S OBLIGATION TO INDEMNIFY AND DEFEND SHALL NOT BE AFFECTED BY ALLEGED NEGLIGENCE OR WILLFUL MISCONDUCT OF BROKER, ITS AFFILIATES OR CUSTOMERS. IT IS THE INTENT OF THE PARTIES THAT THIS PROVISION BE CONSTRUED TO PROVIDE INDEMNIFICATION TO BROKER, ITS AFFILIATES AND CUSTOMERS TO THE MAXIMUM EXTENT PERMITTED BY LAW. IF THIS PROVISION IS FOUND IN ANY WAY TO BE OVERBROAD, IT IS THE PARTIES INTENT THAT THIS PROVISION BE ENFORCED TO ALLOW INDEMNIFICATION TO THE MAXIMUM EXTENT PERMISSABLE. “Losses” mean any and all losses, liabilities, obligations, personal injury, bodily injury, property damage, loss or theft of property, damages, penalties, actions, causes of action, claims, suits, demands, costs and

expenses of any nature whatsoever, including reasonable attorneys' and paralegals' fees and other costs of defense, investigation and settlement, costs of containment, cleanup and remediation of spills, releases or other environmental contamination and costs of enforcement of indemnity obligations.

11. During this Agreement's term, CARRIER shall procure and maintain, at its sole expense, the following insurance from Insurer(s) whose most recent and current rating by A.M. Best is at least an "A" on the date of execution of this Agreement. If any of CARRIER's insurance policies expires during the term of this Agreement, each renewal or replacement policy must be provided by an insurance carrier whose A.M. Best rating is also at least an "A". Upon any renewal of this Agreement, CARRIER shall have 45 days from the renewal date to comply with BROKER's specified insurance requirements. Each insurance company providing any of the coverages required by this Agreement must have complied with all applicable regulations of the Federal Motor Carrier Safety Administration.

If CARRIER has in place Federal Motor Carrier Safety Administration-approved self-insurance for all or any portion of the commercial automobile liability insurance required hereinbelow, CARRIER, **upon BROKER's request**, must furnish BROKER with CARRIER's most recent **annual and quarterly** profit and loss statements and balance sheets prior to the effective date of this Agreement and submit such quarterly financial reports to BROKER during the term of this Agreement as it might request. BROKER shall receive and maintain such reports in confidence solely for purposes of this Agreement. In addition, if CARRIER is not self-insured for the entire amount of the minimum limits specified hereinbelow for each required coverage, then and in such event, each insurance carrier providing any portion of the required coverages and limits must comply with the above-specified A.M. Best requirements.

The required coverages and minimum limits are as follows:

- (a) Commercial Automobile Liability Insurance, with a combined single limit of not less than \$1million (\$US) each occurrence, covering all vehicles however owned, and/or used by CARRIER to transport BROKER's shipments, including coverage for all liabilities for personal injury (including death) and property damage arising out of CARRIER's transportation under this Agreement.
- (b) Comprehensive Commercial General Liability Insurance, including bodily injury and property damage, contractual liability and personal injury liability coverage with a combined single limit of not less than \$1 million (\$US) each occurrence.
- (c) All Risk Broad Form Motor Truck Cargo Legal Liability insurance in an amount not less than \$100,000 (\$US) per occurrence. Unless approved in advance by BROKER, the coverage provided under the cargo policy shall have no exclusions or restrictions of any type that would foreseeably preclude coverage, or reduce coverage amount, relating to a cargo loss, damage or delay claim. 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 of unattended or unattached trailers, theft, or for any commodities transported under this Agreement, refrigeration breakdown or lack of refrigerator fuel. Furthermore, if the commodity being hauled is refrigerated, refrigeration breakdown coverage will be provided and the CARRIER will honor and abide by the servicing requirements set forth in the insurance policy or endorsement. Carrier warrants that the carrier will inspect or hire a service representative to inspect a vehicle's refrigeration or heating unit at least once each month. Carrier warrants that they shall maintain a record of each inspection of refrigeration or heating unit and retain the records of the inspection for a least one year. Copies of these records must be provided upon request to the carrier's insurance company and Broker. Carrier warrants that they will maintain

adequate fuel levels for the refrigeration or heating unit and assume full liability for claims and expenses incurred by the Broker or the shipper for failure to do so. The carrier must provide their cargo insurance carrier with all records that relate to a loss and permit copies and abstracts to be made from them upon request. The following rules shall apply: (a) Destination market value for lost or damaged cargo, no special or consequential damages unless by special agreement; (b) Claims will be filed with Carrier by Shipper; (c) claims notification procedures will be followed in accordance with procedure described in 49 C.F.R. 370.1-11. Furthermore, if the commodity being hauled is on a flatbed or similar open conveyance, that there be no exclusion for wetness, rust, corrosion or moisture.

- (d) BROKER shall be named as an additional insured or, in BROKER's sole discretion, a loss payee or a certificate holder, in the insurance coverages to be maintained by CARRIER under this Agreement. CARRIER shall furnish to BROKER, prior to accepting any shipment for transportation under this Agreement, a written certificate obtained from the insurance carriers 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 policy shall be given to BROKER at least thirty (30) days prior to such cancellation or modification. CARRIER will also provide to BROKER a complete copy of the applicable policies if so requested by BROKER.
12. In the event of loss, damage or delay in delivery, CARRIER shall be liable for damage arising therefrom in accordance with the provisions of this paragraph. The loss, damage or injury shall be measured as the lesser of the actual replacement cost or the cost of repair, subject to a maximum of \$100,000 Dollars (\$US) per shipment less the reasonable salvage value of the damaged commodities. In addition, CARRIER shall indemnify BROKER for all indirect, special or consequential damages, or other special economic losses, including attorneys' fees, that might be recovered against BROKER on any Customer's claim. CARRIER shall promptly pay BROKER all claim amounts due hereunder and further authorizes BROKER to deduct all such amounts from any amounts owed to CARRIER by BROKER.
- (a) CARRIER's liability is for the full policy limits of its insurance in subsection 11(c), on a per motor vehicle, or trailer, or container basis, regardless of any policy limitation or applicability.
 - (b) CARRIER shall not accept any shipment with a declared or actual value of greater than \$100,000 Dollars (\$US) unless and until CARRIER has informed BROKER of the value of the shipment and has received written authorization from BROKER to accept the shipment and complies with any instructions received from BROKER with respect to that shipment.
 - (c) For any freight claim, CARRIER shall pay BROKER within thirty days of CARRIER having been notified of the amount of the claim and furnished documentation substantiating the claim.
13. CARRIER must immediately advise BROKER of any incidents or accidents which result in damage to property or personal injury that occurs while performing services related to any shipment tendered by BROKER.
14. CARRIER shall not withhold delivery of any freight due to any dispute with BROKER regarding freight charges or otherwise. CARRIER waives and releases all liens which it might otherwise have to any freight in its possession.
15. BROKER and CARRIER agree that the rates and charges for CARRIER's services hereunder shall be only those on the individual Rate Confirmation Sheets accepted, signed and submitted to

BROKER by CARRIER prior to each shipment. BROKER will pay CARRIER the agreed amount within thirty (30) days of BROKER's receipt of the documents specified on the Rate Confirmation Sheets and any other documents necessary to enable BROKER to ascertain transportation has been properly provided. CARRIER agrees BROKER, at its option, may offset against any payments owed to CARRIER amounts CARRIER owes BROKER under this Agreement. 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 and shall refrain from all collection efforts against the shipper, receiver, consignor, consignee, the freight or the Customer.

16. CARRIER agrees that it will not directly or indirectly contact, communicate with or deal with any account referred to it by BROKER for a period of one (1) year following the date of the initial referral or the date service is last performed for such account under the terms of this Agreement, whichever is later. The parties agree that the provisions of this paragraph are intended to prohibit CARRIER from soliciting any of BROKER's accounts. In the event that CARRIER breaches this provision, CARRIER shall be liable to BROKER for a commission in the amount of twenty percent (20%) of the gross revenue per load on any freight so transported by CARRIER for any of BROKER's accounts together with interest at the rate of ten percent (10%) per annum and all costs and reasonable legal fees in the event legal proceedings are necessary to collect said amounts. This commission is payable during the period in which this Agreement remains in full force and for a period of one (1) year after the termination of this Agreement by either party. The provisions of this item are applicable to CARRIER, its officers, directors, shareholders, employees, agents, drivers, owner-operators, subsidiaries and affiliates.
17. CARRIER shall transport all freight tendered by BROKER only on Equipment operated under CARRIER's authority. CARRIER shall not in any way trip-lease, sub-contract, broker, or in any manner, directly or indirectly, arrange for the freight to be transported by a third party without BROKER's prior written consent. If CARRIER violates the provisions of this paragraph, each such violation shall be deemed a separate material breach of this Agreement, and CARRIER shall remain responsible to BROKER for full and proper performance of the obligations of CARRIER under this Agreement as if all of such services were performed directly by CARRIER and shall defend, hold harmless and indemnify BROKER, BROKER's Customer and the Consignee from and against all claims, losses and damages arising out of the third-party carrier's conduct or involvement with the load.
18. It is expressly understood and agreed that CARRIER is an independent contractor for the services provided pursuant to this Agreement, and that CARRIER agrees to defend, indemnify and hold BROKER harmless for any claims, suits, or actions, including reasonable attorney's fees in protecting BROKER's interests, brought by employees, any union, the public, or state, provincial or federal agencies arising out of the operations of CARRIER under this Agreement. CARRIER hereby assumes full control and responsibility for all hours scheduled and worked, wages, salaries, workers' compensation and unemployment insurance, state and federal taxes, fringe benefits, and all other costs relating to its operations pursuant to this Agreement.
19. This Agreement is the entire agreement between the parties, superseding all earlier agreements and all tariffs, rates, classifications and schedules published, filed or otherwise maintained by CARRIER. It cannot be altered or amended except in a writing signed by all parties and cannot be assigned or transferred in whole or in part.
20. If any provision of this Agreement is deemed unenforceable by any court of competent jurisdiction, such provision shall be severed and the Agreement's remaining provisions shall continue in full force and effect.

21. CARRIER and BROKER expressly waive all rights and remedies allowed under 49 U.S.C. §14101, to the extent they conflict with this Agreement. BROKER's failure to insist upon CARRIER's performance under this Agreement or to exercise any right or privilege shall not be a waiver of any of BROKER's rights or privileges.
22. This Agreement in all respects shall be governed by, construed and enforced in accordance with applicable federal law and the internal laws of the State of Tennessee without regard to its conflict of law rules.
23. CARRIER acknowledges that certain of BROKER's valuable, confidential and proprietary information may come into CARRIER's possession. Accordingly, CARRIER agrees that all such information furnished to CARRIER by BROKER shall remain the exclusive property of BROKER, and agrees to hold all information it obtains from or about BROKER in strictest confidence, not to use such information other than for the performance of the Services contemplated in this Agreement, and to cause any of its employees or subcontractors to whom such information is transmitted to be bound to the same obligation of confidentiality to which CARRIER is bound. CARRIER shall not communicate BROKER's information in any form to any third party without BROKER's prior written consent. In the event of any violation of this provision, BROKER shall be entitled to preliminary and permanent injunctive relief as well as an equitable accounting of all profits or benefits arising out of such violation, which remedy shall be in addition to any other rights or remedies to which BROKER may be entitled.
24. Each of the parties hereto irrevocably and unconditionally submits itself to the exclusive jurisdiction and venue of the state and federal courts serving Memphis, Tennessee, and any appellate court thereof, in any suit, action or proceeding arising out of or relating to this Agreement and further irrevocably and unconditionally waives any claim or defense that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. Each party further agrees that a final judgment in any such suit, action or proceeding shall be conclusive and may be enforced in other jurisdictions in any manner provided by law.
25. Notices shall be sent by certified mail, return receipt requested, or by a nationally recognized overnight courier with receipt required, to each party executing this Agreement at the address shown below, or to such other addresses as shall have been designated in a written notice pursuant to this section.
26. CARRIER acknowledges and agrees that it will not drop a trailer other than at the designated business facilities of consignee or at a location designated by BROKER. CARRIER further agrees that in the event any loss of or damage to the cargo or trailer occurs as a result of its breach of this provision, then the CARRIER will indemnify BROKER and the Customer for any such loss or damage, including reasonable attorneys' fees.
27. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. In proving this Agreement in any judicial proceeding, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signature delivered by a party by facsimile transmission shall be deemed to be an original signature hereto.
28. Electronic and Fax Communications; Computer Viruses. During the term of this Agreement, the parties anticipate that they will exchange materials and information in electronic form (collectively "Electronic Materials"), either through the other party's websites, e-mail or other electronic means (collectively "Electronic Connections") and via fax. By providing their fax numbers and signing this Agreement hereinbelow, each party consents to receiving communications via fax regarding all

aspects of their relationship. BROKER and its affiliates take reasonable steps to protect Electronic Materials resident on its networks, stored in its electronic media, or available on its websites, and take reasonable steps to prevent harm arising from Electronic Connections. Due to the nature of Electronic Communications and the Internet, BROKER and its affiliates do not provide, and expressly disclaim, any warranty (i) that Electronic Materials received by the CARRIER will be free from computer viruses or (ii) that Electronic Connections with the CARRIER will be free from harmful effects. It is the CARRIER's responsibility (i) to take reasonable steps to protect Electronic Materials resident on its networks, stored in its electronic media, or available on its websites, (ii) to take reasonable steps to prevent harm arising from Electronic Connections, and (iii) to perform any anti-virus, scanning, data backup, security, and other precautions reasonably necessary to safeguard against computer viruses, worms, and other intrusive or damaging code (collectively "Computer Viruses") and other threats posed by Electronic Materials and Electronic Connections. Under no circumstances will BROKER or its affiliates be responsible for, and CARRIER hereby expressly waives and releases BROKER and its affiliates from, any liability for any loss or damage caused by Computer Viruses, the CARRIER's receipt of Electronic Materials from BROKER or its affiliates or Electronic Connections between BROKER and its affiliates and the CARRIER.

In Witness Whereof, the parties hereto have caused this Agreement to be executed in their respective names by their duly authorized representatives effective as of the date first above written.

"BROKER"

Name: UCW Logistics, LLC

By: _____

Printed Name: _____

Title: _____

Address: 325 West McBee Ave

Suite 200

Greenville, SC 29601

Fax No. (888) 509-7120

"CARRIER"

Name

By: _____

Printed Name: _____

Title: _____

Address: _____

Fax No. _____

APPENDIX A
EXTRA REQUIREMENTS FOR HAZARDOUS MATERIALS SHIPMENTS

For any shipment arranged by BROKER to be transported by CARRIER involving transportation of hazardous materials or waste requiring vehicle placarding under 49 CFR Part 172, or any amendment, revision or other applicable regulation, the parties agree the following provisions shall apply, in addition to provisions in the Transportation Brokerage Agreement, to which this Appendix is attached:

1. CARRIER also represents and warrants it holds all Federal and/or state permits and registrations necessary to transport the hazardous materials or waste, **including a “Satisfactory” safety rating by FMCSA**, and CARRIER shall provide BROKER copies of all appropriate documents upon BROKER’s request.
2. CARRIER shall immediately notify BROKER of (a) any revocation or suspension of the permits and registrations in ¶(1) and (b) any change in CARRIER’s “satisfactory” USDOT safety rating. CARRIER acknowledges a “satisfactory” USDOT safety rating is a prerequisite to transporting hazardous materials or waste under this Agreement.
3. CARRIER also represents and warrants all CARRIER’s drivers transporting hazardous materials or waste (a) are properly trained and qualified under all applicable Federal and state laws, including, as example, 49 CFR §§172.700 and 177.800, and (b) have the proper endorsements on their Commercial Driver's License to transport such shipments.
4. CARRIER shall comply with all Federal, state, and local laws regarding the transportation of hazardous materials or waste.
5. If CARRIER is requested to transport hazardous materials or waste for which CARRIER must maintain \$5 million (\$US) liability coverage under 49 CFR §387.9, CARRIER shall procure and maintain, at its sole expense, public liability and property damage insurance from an insurance carrier(s) satisfying the minimum A.M. Best rating standards specified in the foregoing Agreement and authorized to do business in all states in which the goods will move in the minimum amount of \$5 million (\$US) per occurrence. Such insurance shall name CARRIER and BROKER as insureds for any and all liabilities for personal injuries (including death) and property damage, including environmental damage due to the release or discharge of a hazardous substance, arising out of or in any way related to CARRIER’s transportation. If CARRIER is self-insured or has deductibles applicable to any portion of this required coverage, CARRIER must comply with all terms specified in the foregoing Agreement as to self-insurance and insurance deductibles.
6. By signing below CARRIER specifically acknowledges that this Appendix A is a part of the Transportation Brokerage Agreement to which it is attached and is fully enforceable against CARRIER according to its terms.

Dated this _____ day of _____, 201__.

“CARRIER”

Name

By: _____

Printed Name: _____

Title: _____

Address: _____

Fax No. _____

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.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <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) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the 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 instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number				
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> </tr> </table>				
or				
Employer identification number				
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> </tr> </table>				

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 ▶
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General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

FMCSA Motor Carrier

USDOT Number: **2444076**
Docket Number: **MC841454**
Legal Name: **UCW LOGISTICS, LLC**
DBA (Doing-Business-As) Name **UCW LOGISTICS**



Addresses

Business Address: **780 RIDGE LAKE BOULEVARD, SUITE 102
MEMPHIS, TN 38120**

Business Phone: **(901) 683-4242** Business Fax:

Mail Address:

Mail Phone:

Mail Fax:

Undeliverable Mail: **NO**

Authorities:

Common Authority:	NONE	Application Pending:	NO	
Contract Authority:	NONE	Application Pending:	NO	
Broker Authority:	ACTIVE	Application Pending:	NO	
Property:	YES	Passenger:	NO	Household Goods: NO
Private:	NO	Enterprise:	NO	

Insurance Requirements:

BIPD Exempt:	NO	BIPD Waiver:	NO	BIPD Required:	\$0	BIPD on File:	\$0
Cargo Exempt:	NO			Cargo Required:	NO	Cargo on File:	NO
BOC-3:	YES			Bond Required:	YES	Bond on File:	YES

Blanket Company: **OKLAHOMA TRUCK PLATES & PROCESS AGENTS LLC**

Comments:

Active/Pending Insurance:

Form: 84	Type: SURETY	Posted Date: 10/03/2013
Policy/Surety Number: 106000972	Coverage From: \$0	To: \$75,000*
Effective Date: 10/01/2013	Cancellation Date:	

Insurance Carrier: **TRAVELERS CASUALTY & SURETY CO. OF AMERICA**
Attn: **CLAIM=BFPCLAIMS@TRAVELERS.COM/VERIFY=AHAWKIN1**
Address: **ONE TOWER SQUARE-5GS
HARTFORD,, CT 06183 US**
Telephone: Fax: **(888) 460 - 6622**

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

FMCSA Motor Carrier

USDOT Number: **2444076**
 Docket Number: **MC841454**
 Legal Name: **UCW LOGISTICS, LLC**
 DBA (Doing-Business-As) Name **UCW LOGISTICS**



Rejected Insurances:

Form:	Type:	Coverage From:	\$0	To:	\$0
Policy/Surety Number:		Received:	Rejected:		
Rejected Reason:					

Insurance History:

Form: 84	Type: SURETY	Coverage From:	\$0	To:	\$10,000 *
Policy/Surety Number: 105998607		Effective Date From: 09/26/2013	To: 11/02/2013	Disposition: Cancelled	

Insurance Carrier: TRAVELERS CASUALTY & SURETY CO. OF AMERICA
 Attn: CLAIM=BFPCLAIMS@TRAVELERS.COM/VERIFY=AHAWKIN1
 Address: ONE TOWER SQUARE-5GS
 HARTFORD,, CT 06183 US
 Telephone: Fax: (888) 460 - 6622

Form: 84	Type: SURETY	Coverage From:	\$0	To:	\$10,000 *
Policy/Surety Number: 105998607		Effective Date From: 09/26/2013	To: 10/01/2013	Disposition: Replaced	

Insurance Carrier: TRAVELERS CASUALTY & SURETY CO. OF AMERICA
 Attn: CLAIM=BFPCLAIMS@TRAVELERS.COM/VERIFY=AHAWKIN1
 Address: ONE TOWER SQUARE-5GS
 HARTFORD,, CT 06183 US
 Telephone: Fax: (888) 460 - 6622

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

Authority History:

Sub No.	Authority Type	Original Action	Disposition Action
	PROPERTY BROKER	GRANTED	10/11/2013

Pending Application:

Authority Type	Filed	Status	Insurance	BOC-3

FMCSA Motor Carrier

USDOT Number: **2444076**

Docket Number: **MC841454**

Legal Name: **UCW LOGISTICS, LLC**

DBA (Doing-Business-As) Name **UCW LOGISTICS**



Revocation History:

Authority Type	1st Serve Date	2nd Serve Date	Reason