



Dear Valued Carrier,

Thank you for your interest in Conexus, LLC. We have built a strong base of loyal customers by providing first rate customer service and access to an extensive network of reliable motor carriers throughout North America. We are always looking for quality, reliable carriers to expand our network. Our dedicated account professionals work directly with dispatchers to monitor every load. You can depend on 24/7 support for any questions that may arise during the shipment process.

We have loads for the following modes: van (dry and temperature controlled), standard flatbed, single and double-drop flatbed, specialized, over-dimensional, LTL, heavy haul, and power only.

To become a contract carrier with Conexus, LLC, we require:

1. A copy of your Federal Operating Authority. This will provide your Motor Carrier number and legal company name.
2. Complete our ELD section.
3. A copy of your insurance certificate. The certificate must show the following:
  - a. The company name on the certificate should match the name on the Operating Authority.
  - b. Your address on the insurance certificate must be your current address.
  - c. Conexus, LLC listed as certificate holder and additional insured.
  - d. Certificate of insurance must come from your insurance company.
4. Your completed W-9.
5. Our completed Quick Pay Form – if you want quick pay.
6. Our completed Carrier Profile and signed Master Motor Carrier Agreement.

**Please email the above information to your respective Conexus employee**

**Conexus**

Carrier Compliance

Phone:(918) 200-0176

We look forward to working together to service the needs of our customers.

Sincerely,

Patrick Brown  
General Manager

*Conexus / 808 North 161<sup>st</sup> E. Avenue / Tulsa, OK 74116  
(800) 545-6617  
[www.conexuslogistics.com](http://www.conexuslogistics.com)*



**CARRIER CHECKLIST**

The following documentation is required for qualification to become an approved carrier with Conexus:

- COMPLETED Carrier Profile
- COPY of Operating Authority and Safety Ranking
- COMPLETED Master Motor Carrier Agreement Form (initial each page, sign/date the final page)
- COMPLETED W-9 Form
- COMPLETED Quick Pay Form
- CERTIFICATE of Liability Insurance
  - \_\_\_ \$1,000,000 minimum Automobile Liability
  - \_\_\_ \$100,000 minimum Cargo Liability
  - \_\_\_ Conexus, LLC listed as certificate holder and additional insured
  - \_\_\_ Certificate of Liability Insurance MUST come from insurance company
  - \_\_\_ Have Insurance Company send original to:

Conexus, LLC  
 808 North 161st East Avenue  
 Tulsa, OK 74116

Please fax required documents to (918) 270-9695  
 Documents may also be e-mailed to [carriers@conexuslogistics.com](mailto:carriers@conexuslogistics.com)

**ELD Mandate:**

Are your trucks equipped with ELD's: (Yes/No) \_\_\_\_\_

Device Name(s) \_\_\_\_\_

ELD Model(s) \_\_\_\_\_

ELD Manufacturer(s) \_\_\_\_\_

If you have received any type of DOT waiver to the new ELD Mandate, please include a copy of your waiver.



**INSURANCE CERTIFICATE REQUEST**

*\*INSURANCE CERTIFICATE MUST COME FROM INSURANCE CO.\**

**CARRIER APPLICANT - PLEASE FAX THIS REQUEST TO YOUR INSURANCE AGENT**

To: \_\_\_\_\_

(Insurance Agent)

(Insurance Agent Fax Number)

Carrier Name: \_\_\_\_\_

Carrier Address: \_\_\_\_\_

Carrier City, State, and Zip Code: \_\_\_\_\_

Carrier Signature: \_\_\_\_\_

**RE: CERTIFICATE OF INSURANCE REQUEST**

**This fax is to request a signed, certificate of insurance on the above Insured. Please include the following information:**

**1. Coverage**

- Auto liability (minimum \$1,000,000 policy - U.S. funds)
- Cargo liability (minimum \$100,000 policy - U.S. funds)

**2. Please make out the Certificate to the following company:**

Conexus, LLC  
808 North 161st East Avenue, Suite 100  
Tulsa, OK 74116

- It is required that the above-listed company in item 2 be named as ADDITIONAL INSURED AND be named CERTIFICATE HOLDER with a 30-day cancellation notice. THE CERTIFICATE(S) MUST BE SIGNED.
- Please indicate whether the Insured has ALL RISK or the BROAD FORM type of cargo insurance.
- Please indicate whether the Insured has REEFER BREAKDOWN included in their coverage.
- Please FAX the requested information to (918) 200-0188 or E-MAIL to carriers@conexuslogistics.com and mail an original to the following address:

Conexus, LLC  
808 North 161st East Avenue, Suite 100  
Tulsa, OK 74116

**Please call 918.200.0174 if you have any questions. Thank you for your quick response.**

Conexus / 808 North 161<sup>st</sup> E. Avenue / Tulsa, OK 74116  
(800) 545-6617  
[www.conexuslogistics.com](http://www.conexuslogistics.com)



## ***Same-Day Quick Pay with NO Added Fees!***

**Conexus pays all carriers within 24 hours of receipt of invoice and proof of delivery without any hidden fees!**

**There's no catch!** All invoices received before 2pm will be processed and paid that same day with no additional fees. Invoices received after 2pm will be processed on the following day. Again, there are no additional fees. So, to make sure you receive your funds immediately, please fill out the ACH bank information below. Otherwise, a check will be mailed to the address listed on the invoice at the time of the next check-run.

### **\*ACH Information:**

Bank Name: \_\_\_\_\_

Account Number: \_\_\_\_\_

Routing Number: \_\_\_\_\_

E-mail Address for Remittance: \_\_\_\_\_

### **E-MAIL / FAX / SCAN\* = GET THE CHECK!**

- Carrier needs to provide an invoice and a clear, signed copy of the Proof of Delivery.
- If you have any questions, please contact the **Accounting Dept. at 918.200.0188**

\*All electronic faxes and scanned documents can be emailed to **accounting@conexuslogistics.com** or faxed to **918-200-0188**.

\*\*ACH payments can only be made in US Bank accounts. International will have a delay and checks will have to be overnighted for a fee.



**CARRIER PROFILE (1 of 3)**

Please note the completeness of this profile will increase our ability in matching your company with freight. Please type or print in black or blue ink.

Date Completed: \_\_\_\_\_ Conexus Account Manager: \_\_\_\_\_

Carrier Name: \_\_\_\_\_

Carrier DBA: \_\_\_\_\_

Physical Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Business Phone: \_\_\_\_\_ Toll-free Phone: \_\_\_\_\_

Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_

DOT: \_\_\_\_\_ MC: \_\_\_\_\_ SCAC: \_\_\_\_\_

Tax ID #: \_\_\_\_\_ Years your company has been in business? \_\_\_\_\_

Does your company own a brokerage? \_\_\_\_\_

**References:**

Please list 2 customers we can contact for references:

Company: \_\_\_\_\_ Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Company: \_\_\_\_\_ Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Operating Area	Contact Name	Phone w/ Extension	Fax	Email
Primary Contact				
Dispatch				
Dispatch				
After Hours				
Insurance/Risk Mgmt.				
Claims/Safety				
Contracts				
Accounts Receivable				



**CARRIER PROFILE (2 of 3)**

Do you haul hazardous materials? (Yes/No) *\*If yes, please include current HAZ-MAT registration.*

Do you haul nursery loads? (Yes/No) *\*If yes, please specify your available trucking materials (see below).*

**Trucking materials:**

- 4 foot tarps  6 foot tarps  8 foot tarps  Chains  Straps  E-track  Logistics post
- Lift gate  Spacesavers  Other \_\_\_\_\_

**Tracking Capabilities:**  Satellite  Cellular phone  Pager  Scheduled call-ins  2-way radio

Customs bonded? (Yes/No) Do you have internet access? (Yes/No) Do you have access to e-mail? (Yes/No)

Are you a SmartWay Transport Partner? (Yes/No) *\*If yes, please include SmartWay certificate.*

Security/Customs & Border Protection programs participation, if applicable:

- ACE (Automated Commercial Environment System)
- AES (Automated Export System)
- CSI (Container Security Initiative)
- C-TPAT (Customs – Trade Partnership Against Terrorism)
- FAST (Free & Secure Trade)
- PAPS (Pre-Arrival Processing System)
- PIP (Partners in Protection) [Canada Customs & Revenue Agency for Canadian Carriers]
- TWIC (Transportation Worker Identification Credential)

**Operating Authority:**

- NE all NE CT DE MA MD ME NH NJ NY PA RI VT WV
- MW all MW IL IN IA KY MI MN MO OH WI
- SE all SE AL AR FL GA LA MS NC SC TN VA
- SW all SW AZ CA CO KS NM NV OK UT TX
- NW all NW ID MT NE ND OR SD WA WY

Canadian Provinces: AB BC MB NB NF NS ON PE PQ/QC SK YT

- Provincial authority? (copy attached)
- Mexico-US  Inter-Mexican states
- Within Mexican state (specify)\_\_\_\_\_  State authority? (copy attached)
- Do your trailers go across US borders?
- Intrastate (specify states) \_\_\_\_\_  State authority? (copy attached)

Over-the-Road Coverage (if applicable, check all that apply)

- Short-haul (0-500 miles)  Long-haul (over 500 miles)



**CARRIER PROFILE (3 of 3)**

**Carrier Capabilities:** Mode of Service: TL LTL INTERMODAL SMALL PACKAGE AIR

Area of Service: OTR REGIONAL LOCAL EXPEDITE TEAMS

Average age of Tractors: \_\_\_\_\_ Average age of Trailers: \_\_\_\_\_

	Number	Length	Inside Width	Vented (Yes/No)
Dry Van				
Refrigerated				
Flatbed				
Single Drop/Step deck				
Double Drop				
RGN				
Tractors/Power only				
Other (specify)				



**GENERAL INFORMATION (PG. 1 OF 2)**

**Established:** 2003      **SCAC:** CXSD      **Federal ID Number:** 81-0596530      **Motor Carrier Number:** 339544

**Surety Bond:** HNI Risk Services      **Web Site:** [www.conexuslogistics.com](http://www.conexuslogistics.com)

**Tulsa Corporate Office**

**Address:** 808 N. 161st E. Avenue, Suite 100  
Tulsa, OK 74116

**Phone:** 918.234.4414

**Fax:** 918.270.9695

**Hours:** Monday – Friday: 8:00 a.m. to 5:00 p.m. CST  
24/7 on call availability

**Contact**

**E-mail Address**

**Phone**

Patrick Brown  
General Manager

[patrick.brown@conexuslogistics.com](mailto:patrick.brown@conexuslogistics.com)

815-236-7526

Preston Yost  
Operations Manager

[preston.yost@conexuslogistics.com](mailto:preston.yost@conexuslogistics.com)

918.200.0176

**Receivables & Payables:**

Elisa Thompson  
Accounts Receivable

[ethompson@conexuslogistics.com](mailto:ethompson@conexuslogistics.com)

918.200.0173

Tyler Brown  
Accounts Payable

[brown@conexuslogistics.com](mailto:brown@conexuslogistics.com)

918.200.0188

Sarah Breeding  
Accounts Payable

[sarah.breeding@conexuslogistics.com](mailto:sarah.breeding@conexuslogistics.com)

918-280-1005

Conexus / 808 North 161<sup>st</sup> E. Avenue / Tulsa, OK 74116  
(800) 545-6617  
[www.conexuslogistics.com](http://www.conexuslogistics.com)





**GENERAL INFORMATION (pg. 2 of 2)**

**Laredo Office**

**Address:** 8620 Las Cruces Drive  
Laredo, TX 78045

**Phone:** 844-577-7806

**Fax:** 956.727.1050

**Hours:** Monday – Friday: 8:00 a.m. to 5:00 p.m. CST  
24/7 on call availability

**Contact**

**Email Address**

**Phone**

Alex Chavero  
Sales Manager

[alex.chavero@conexuslogistics.com](mailto:alex.chavero@conexuslogistics.com)

956.229.6965

Jerry Saldivar  
Operations Manager

[jerry.saldivar@conexuslogistics.com](mailto:jerry.saldivar@conexuslogistics.com)

956.229.6947

---

**Queretaro Office**

**Address:** Paseo de la Republica 135/60 3er.Piso      **Phone:** 442.572.0324

Industrial Benito Juarez

Queretaro, QA 76120

**Hours:** Monday – Friday: 8:30am to 5:30pm CST

**Contact**

**Email Address**

**Phone**

Alex Verdin  
Sales Manager

[alex.verdin@conexuslogistics.com](mailto:alex.verdin@conexuslogistics.com)

442.665.1404

Conexus / 808 North 161<sup>st</sup> E. Avenue / Tulsa, OK 74116  
(800) 545-6617  
[www.conexuslogistics.com](http://www.conexuslogistics.com)



**Credit Information**

Remittance Address:  
Conexus, LLC  
P.O. Box 268984  
Oklahoma City, OK 73126

Bank Reference:  
BancFirst  
7625 E. 51st Street  
Tulsa, OK 74145  
918.664.3433

**Trade References**

M & M Carriers LLC  
987 Tiara Trail  
Laredo, TX 78040  
(713) 921-7700

Prime Source  
932 Atlantic Ave Apt F  
Hoffman Estates, IL 60169  
(630) 237-4179

Bricker Transport LLC  
23457 Mines Rd.  
Laredo, TX 78045  
(956) 723-4393

Open Range  
23389 State Highway 39  
Aurora, MO 65605  
(417) 689-0562

Tri-Alexander  
1801 N 20<sup>th</sup> St  
Muskogee, OK 74467  
(918) 683-3600

**Affiliated Organizations**

Member - Transportation Intermediaries Association (TIA)



MASTER MOTOR CARRIER AGREEMENT

THIS AGREEMENT, effective as of \_\_\_\_\_, 20\_\_\_\_, is made by and between CONEXUS, LLC, 808 N. 161th E. Ave., Tulsa, OK 74116 (“CONEXUS”), and \_\_\_\_\_, with an office at \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (“Carrier”).

WHEREAS, CONEXUS arranges transportation services as a logistics company, shipper’s agent or property broker for and on behalf of various customers; and

WHEREAS, Carrier is a motor carrier providing contract carriage services, with U.S. interstate operating authority at U.S. Docket No. MC-\_\_\_\_\_, and/or U.S. DOT No. \_\_\_\_\_, (and if applicable, U.S. state and/or Canadian provincial authority for the state(s)/province(s) of \_\_\_\_\_ at Docket No(s). \_\_\_\_\_ [Note – attach separate schedule if needed, but in any case, **attach copies of all operating authorities**]); and

WHEREAS, Carrier is legally authorized to provide all freight transportation and related services hereunder as a motor contract carrier, and Carrier represents it can and will meet the distinct and particular transportation needs and preferences of CONEXUS and its customers in accordance with the terms and conditions hereof;

NOW, THEREFORE, for value received, the parties agree as follows:

- 1. **Contract Carriage.** All freight tendered by CONEXUS and transported by Carrier, and all services provided by Carrier to or for the benefit of CONEXUS or its customers shall be deemed contract carriage (49 U.S.C. 14101(b)) subject to this Agreement; to any applicable schedules, addenda or documentation now or hereafter issued or authorized by CONEXUS (collectively “schedules”); to any applicable customer service requirements (“service requirements”); and to any U.S.C. Title 49 rights or remedies not inconsistent with this Agreement. No contrary or inconsistent terms and conditions shall apply, whether in Carrier’s current or future rules tariffs, rules or rate publications, bills of lading, waybills, manifests, shipping documentation, or otherwise. Pursuant to 49 U.S.C. 14101(b)(1), the parties waive Title 49 rights or remedies (except registration, insurance or safety fitness provisions) that conflict or are inconsistent with this Agreement.
2. **Operating Authorities, Safety Rating and Insurance Coverage.** Carrier warrants that it has a singular carrier operating authority under the name and number reflected above, and does not have or maintain separate broker authority under which to transfer or otherwise assign loads tendered under this contract. Carrier understands and agrees that all carriage assigned under this Agreement must be performed by trucks operating specifically under the DOT authority (name and number above) and by no other carrier. Carrier has and will maintain a satisfactory safety rating; that its aforesaid governmental authorities are valid and in good standing; that Carrier always will remain authorized to lawfully furnish all transportation and related services provided for herein; and that Carrier will immediately notify CONEXUS in writing of any loss, suspension or reduction of its operating authorities, safety rating, insurance coverages, or where at any given time it exceeds threshold levels in any two CSA categories. Carrier authorizes CONEXUS to check Carrier’s financial status at any time via D&B reports or similar services.

Initial\_\_\_\_\_ Initial\_\_\_\_\_

3. **Receipts and Bills of Lading** Carrier shall issue and sign a standard uniform straight bill of lading or receipt acceptable to CONEXUS and its customers for each shipment, but the absence or loss thereof shall not relieve Carrier of its obligations with respect to any shipment. **Carrier and its drivers will inspect each bill of lading at time of pickup to assure that Carrier --not CONEXUS -- is shown thereon as the “carrier,” Carrier will immediately notify CONEXUS of any problem with the bill of lading before accepting the load and Carrier will defend, indemnify and hold harmless CONEXUS and its affiliated companies (including Melton Truck Lines, Inc.) from and against any liability for failure to do so.** Upon delivery of each shipment, Carrier shall obtain and deliver to CONEXUS a delivery receipt or receipts from the consignee(s), in a form required or permitted by CONEXUS, showing the goods delivered, the condition of such goods and the date and time of delivery. Per Paragraph 1 above, any term or matter written or printed on a bill of lading or delivery receipt to which CONEXUS has not specifically agreed in this Agreement shall be ineffective. If any delivery receipt or bill of lading is not clear or if a freight bill is incomplete or incorrect, payment of Carrier’s freight charges may be delayed or withheld pending resolution of any freight claim. Carrier shall have no lien, and hereby waives any right to claim any lien, on any shipment.
4. **Independent Contractor.** The parties understand and agree that CONEXUS is merely a freight broker; that Carrier’s relationship with CONEXUS and its customers is solely that of an independent contractor, that Carrier alone employs, leases or retains on its own behalf all drivers and other persons involved in Carrier’s services under this Agreement; and such persons are not employees or agents of CONEXUS or its customers. Although Carrier agrees to comply with such reasonable customer rules, procedures, policies and requirements as may be communicated from time to time by CONEXUS, the parties understand and agree that Carrier’s transportation services hereunder and all drivers and other persons connected therewith are subject to direction, control and supervision by Carrier, not by CONEXUS or its customers. Carrier agrees that it, and not CONEXUS nor its customers, is responsible for and will pay all federal, state or local taxes, withholdings and obligations (including but not limited to worker’s compensation, unemployment, disability, and social security insurance), all road, fuel and other taxes, fees or operating permits, and all other operating expenses and financial obligations relating to Carrier’s operations or transportation performed hereunder. Carrier will not subcontract, broker, or otherwise permit shipments to be transported by a third party and the use of a third party, not specifically contracted and operating under Carrier’s authority and insurance shall be fraud, such that neither CONEXUS nor its Customer shall owe any amounts for the shipping or transportation related expenses. Further, should Carrier so fraudulently assign or permit a third party to accept or transport any carriage under this contract, it shall compensate CONEXUS and its Customer for any added costs, charges or fees arising from said transportation, indemnifying and holding CONEXUS and its Customer from any and all liability arising therefrom.
5. **Carrier’s Operations.** Carrier will efficiently and timely transport all shipments in good order and condition to the designated consignee using equipment and qualified drivers operating only under Carrier’s authority. When the Shipper or consignee have assigned a pickup or delivery date and/or

Initial \_\_\_\_\_ Initial \_\_\_\_\_

appointment time, Carrier agrees that it is the Carrier's sole responsibility to verify that its driver(s) have available hours of service to complete the pickup/delivery within the assigned date and time. If circumstances arise during loading, transport or delivery that require changing an appointment time, Carrier must immediately contact CONEXUS. However, CONEXUS' assistance in scheduling or rescheduling pickup or delivery times shall in no event alter Carrier's responsibility to provide a driver or drivers with available hours of service to complete pick up and / or delivery as scheduled, and failure to provide at least 24-hour notice for rescheduling will preclude Carrier from receiving any detention or truck order not used pay. Carrier will properly inform its drivers and agents of their responsibilities for the protection and care of shipments hereunder, and will assure that its equipment, personnel and all other aspects of Carrier's operations fully comply with or exceed all DOT and other applicable legal requirements, including but not limited to hours of service; equipment safety; loading, load securement and movement of all shipments; etc. Written or oral directions provided by CONEXUS or its customer are solely for informational purposes. It is Carrier's sole responsibility to confirm that it may lawfully operate a loaded vehicle of any weight, commodity or dimension over any road, bridge or route, and Carrier is solely responsible for any fines, penalties, citations or legal violations regarding operation of its vehicles. Carrier warrants that all of its equipment used for transportation of food grade products will comply with the requirements of The Sanitary Food Transportation Act; that no equipment provided for the transportation of food or food grade products has been or will be used for the transportation of any waste, garbage, hazardous materials or any other commodity that might adulterate or contaminate food, food products or cosmetics. Carrier acknowledges and agrees to devote its equipment and trailer exclusively to each shipment arranged by Conexus, unless otherwise agreed by both parties in writing. No additional freight for any other party shall be loaded or unloaded, before or after, while any piece of Conexus customer's freight is on such trailer. Failure to comply with these terms may lead to changes to the rate after the shipment has delivered.

6. **Insurance.** Carrier will procure and continuously maintain for the benefit of CONEXUS and its customers, at Carrier's own expense, all insurance coverage required by the U.S.D.O.T. and states where services may be performed, or by other applicable laws, rules or regulations. Specifically, Carrier agrees to maintain the following coverage: One Million (\$1,000,000.00) in both General Liability and Auto Liability coverage; One- Hundred Thousand (\$100,000.00) in Cargo Liability coverage; Workers Compensation Coverage; and Employee Liability Coverage. Carrier immediately will notify CONEXUS of any insurer or coverage change, cancellation or insolvency. At least semi-annually and upon other request, Carrier shall provide CONEXUS certificates of its insurance coverages, which also shall assure CONEXUS at least thirty (30) days written notice of cancellation, non-renewal or material modification. Carrier's liability and excess/umbrella insurance shall be deemed primary coverage, and CONEXUS and its customers shall be endorsed as additional insureds, with respect to personal injury, death and property damage arising out of or relating to Carrier's activities hereunder.
7. **Indemnification.** Regardless of the measure or extent of Carrier's cargo liability under applicable law or otherwise, Carrier will defend, indemnify and hold harmless CONEXUS against all cargo or freight loss, delay or damage claims, costs, damages or liabilities regarding shipments tendered to

Initial \_\_\_\_\_ Initial \_\_\_\_\_

transported by Carrier hereunder. Carrier also will defend, indemnify and hold harmless CONEXUS and its affiliated and related companies (including Melton Truck Lines, Inc.) and CONEXUS's customers from and against all personal or bodily injury, death, property damage or other losses, damages, actions, claims and expenses caused by, arising from or relating to the negligence, fault, or contractual breach or nonperformance by Carrier or its agents, employees or contractors. Carrier's indemnification obligations under this paragraph shall include legal fees and expenses, and shall survive any termination or expiration of this Agreement.

8. **Rates and Charges.** Freight charges and rates shall be as specified in written or electronically maintained rate schedule(s) issued by CONEXUS or to which CONEXUS has signed its approval. Carrier's rates and charges cannot be increased, nor deviated from regarding particular shipments, without CONEXUS' express written consent prior to Carrier's movement of the freight in question. Under no circumstance shall Carrier assess or bill for fuel surcharges or similar adjustments, except in accordance with CONEXUS' issued or approved schedules. Carrier acknowledges and agrees that payment of all rates and charges is ultimately the obligation of CONEXUS's customers, not CONEXUS itself. CONEXUS shall have the right to seek reimbursement or set off of any payments made to Carrier by CONEXUS for charges for which CONEXUS has not collected.
9. **Freight Payments.** CONEXUS will pay Carrier's invoices for linehaul charges within 30 days, if they are complete, correct and accompanied by a signed clear delivery receipt or bill of lading in accordance with Paragraph 3 above. Permitted accessorial charges, if any, will be paid only if and after CONEXUS collects payments from its customer under Paragraph 8 above. CONEXUS reserves the right to specify if charges for any shipment shall be "prepaid" or "collect," and if the collection of charges from any consignee will be without recourse to CONEXUS, according to the provisions of Section 7 of the Uniform Straight Bill of Lading.
10. **Non-exclusive Agreement.** This Agreement is not exclusive by either party. CONEXUS is free to utilize the services of any other carrier, and Carrier is not required to accept any shipment tendered by CONEXUS hereunder. However, by accepting any shipment, Carrier agrees to comply with this Agreement, applicable schedules and customer service requirements, and any delivery deadline requested by CONEXUS or its customer. Carrier specifically acknowledges that CONEXUS or its customers may designate certain shipments as "critical," "hot," or otherwise as time sensitive, and that if Carrier accepts such shipments, Carrier will make all arrangements to legally transport such carriage in strict compliance with such delivery requirements.
11. **Non-Solicitation.** Carrier acknowledges that CONEXUS' customers and prospects are a valuable business asset of CONEXUS. Therefore, for value received, Carrier agrees that during the term of this Agreement and for one year after the last load tendered under this contract or any supplemental contracts or one-time agreements thereto, Carrier will not directly or indirectly (1) solicit or back-solicit any CONEXUS customer or prospect, or (2) perform transportation services, without CONEXUS' participation or prior written consent, for any CONEXUS customer for whom Carrier has been tendered or offered freight hereunder. If Carrier believes it has a prior relationship or circumstance with any CONEXUS customer or prospect that justifying an exemption from these

Initial\_\_\_\_\_ Initial\_\_\_\_\_



restrictions, Carrier should request and obtain a written waiver signed by CONEXUS' CEO or President before Carrier performs any transportation services for such customer or prospect. Except to the extent Carrier seeks and obtains such an exemption, Carrier agrees that these restrictions are necessary and reasonable to protect CONEXUS' legitimate business interests, and Carrier agrees to pay CONEXUS 10% of the freight charges for each and every shipment transported in violation of this provision.

12. **Freight Loss or Damage or Service Failure.** Carrier contractually assumes the liability of a common carrier under 49 U.S.C. 14706(a) for the full actual value of lost or damaged freight, unless otherwise agreed by written schedule hereto issued or signed by CONEXUS. Any other purported cargo liability limitations or exclusions (e.g., in Carrier's rules tariffs, shipping documentation, etc.) shall be ineffective. Procedurally, all freight claims will be handled in accordance with the freight and cargo claim procedures of the Uniform Straight Bill of Lading and the federal freight claim regulations (currently 49 CFR 370 *et seq.*) in effect on the date of this Agreement and shall be governed by the time limitations thereunder. Upon request of CONEXUS or its customer, Carrier will not salvage damaged freight, but shall return it to CONEXUS' customer at said customer's expense. CONEXUS's customer, or CONEXUS on its customer's behalf, may set off unpaid freight claims or overcharges against Carrier's freight charges. CARRIER agrees, pursuant to this Agreement, to perform services in an efficient manner. In the event that CARRIER fails to timely arrive at the scheduled time for a pickup or delivery, CARRIER will be responsible for any charges incurred due to service failures (i.e., crane charges, etc.). CONEXUS reserves the right to deduct the charges aforementioned from the CARRIER'S freight bill.
13. **Confidentiality.** Except as required by law or upon CONEXUS' prior written consent, neither this Agreement's terms or provisions, nor any shipping rates or other information pertaining to shipments hereunder, nor any of CONEXUS' or its affiliates' or customers' confidential, business or proprietary information shall be disclosed by Carrier to persons other than Carrier's employees and agents in the ordinary course of Carrier's business, nor shall such information be used for any purpose other than providing services to CONEXUS and CONEXUS' customers hereunder.
14. **Customer Shipments.** Carrier acknowledges that shipments and goods tendered by CONEXUS may belong to CONEXUS' customers or their consignors/consignees, not CONEXUS, regardless of whether CONEXUS issues or is named in any bill of lading or other shipping documentation. Accordingly, Carrier warrants that its cargo responsibility, liability and insurance hereunder shall run and inure to the benefit of CONEXUS' customers and their consignors/consignees as well as to CONEXUS itself, and Carrier covenants that CONEXUS' customers may assert cargo claims directly against Carrier without CONEXUS' involvement or joinder.
15. **Term, Termination and Modification.** This Agreement shall be effective for an initial period of one (1) year from the date hereof, and shall automatically renew from year to year thereafter. Either CONEXUS or Carrier may terminate this Agreement at any time, with or without cause upon at least thirty (30) days prior written notice to the other, but any obligations accruing prior to the termination

Initial\_\_\_\_\_ Initial\_\_\_\_\_





or expiration hereof, or which by their nature would survive same (including but not limited to Carrier’s indemnity obligations and the parties’ forum selection agreement) shall survive any cancellation, termination or expiration of this Agreement. No modification or waiver of this Agreement or any term thereof shall be effective unless in writing.

16. **Dispute Resolution.** This Agreement will be interpreted according to Oklahoma law, and for value received, Carrier irrevocably consents and agrees that any matters, claims or disputes between the parties will at CONEXUS’ request be determined exclusively in and by the District Court of Tulsa County, Oklahoma. Carrier waiving any jurisdictional or other objection to said court and any removal or transfer rights therefrom.

17. **Agreement Controlling; Miscellaneous.** If there is any inconsistency between this Agreement and any schedule or other agreement by or between these parties, this Agreement’s terms shall control, unless the parties expressly and specifically agree otherwise in writing, with specific reference to this Agreement. Being a product of mutual negotiation, this Agreement should be construed neutrally and not in favor of or against either party. Facsimile signatures shall be effective as originals.

18. **FMCSA Rules and Regulations.** Carrier warrants that they are in compliance with all the FMCSA Rules and Regulations.

\_\_\_\_\_

CONEXUS, LLC

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

CARRIER

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Initial\_\_\_\_\_ Initial\_\_\_\_\_



Form **W-9**  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

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

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Conexus, LLC.</b>	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► <b>S</b> <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its 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) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) See instructions. <b>808 North 161st East Avenue</b>	Requester's name and address (optional)
	6 City, state, and ZIP code <b>Tulsa, OK 74116</b>	
	7 List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
			-			-			
OR									
Employer identification number									
8	1	-	0	5	9	6	5	3	0

### 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 for Part II, later.

Sign Here	Signature of U.S. person ► 	Date ► <b>1-28-20</b>
-----------	--	-----------------------

### General Instructions

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

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

### 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*, later.