E-mail: Contact@Klfreightbrokers.com

301 N. Main St. Suite 2200, Baton Rouge, LA 70825

CARRIER PACKET

Thank you for your interest in becoming part of our carrier team.

The **K-1 FREIGHT BROKERS LLC** name is synonymous with quality and our carrier relationships are critical to maintaining this reputation. Our brand is only as strong as the carriers who handle our shipments. To execute our broker/carrier relationship, please provide the following:

- 1. CARRIER PROFILE
- 2. **BROKER-CARRIER AGREEMENT** (please make sure the agreement is signed)
- 3. INSURANCE CERTIFICATE THAT REFLECTS:
 - a. \$1,000,000 auto liability minimum
 - b. \$100,000 cargo liability minimum
 - c. K-1 FREIGHT BROKERS LLC listed as a certificate holder
- 4. COPY OF OPERATING AUTHORITY
- 5. **COPY OF W-9**
- 6. COPY OF LETTER OF ASSIGNMENT

K-1 FREIGHT BROKERS LLC will not use carriers with unsatisfactory and/or conditional safety ratings.

All requested documents and information must be received before we can dispatch any loads to your company. Please send all documents via one of the following methods:

> **EMAIL:** Contact@K1freightbrokers.com

Again, thank you for your interest in working with our team and we look forward to building a lasting partnership with your company.



Phone: 800-471-5270

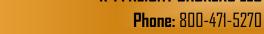
E-mail: Contact@Klfreightbrokers.com

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New Carrier Profile

Company DBA	name:			
Physical addre	ess:			
Primary phone	e:	Second	ary:	
Fax:		Website:		
Primary conta	ct:			
MC#:		Dot#: _		_
Owner/GM: _				
			:	
Factoring Com	npany Name:			
Factoring Com	npany Address:			
Number of pov	ver units:			
Dry Vans:	Refrigerated:	Flat Beds:	Specialized Equipment:	
Number of cor	mpany drivers:	Own	er Operators:	
Number of driv	vers with hazmat en	dorsement:		
Please list prir	mary service areas o	r states licensed in	ı:	
Please list any	commodities you w	ill not haul:		
Notes and/or (Comments:			
Do you allow 3	rd party tracking of	equipment? (via ce	ell phone or other):	

E-mail: Contact@Klfreightbrokers.com





301 N. Main St. Suite 2200, Baton Rouge, LA 70825

PROFILE AND BILLING

Send Correspondence and Invoices to:

K-1 FREIGHT BROKERS LLC

C/O ACCOUNTS PAYABLE

301 N. Main St. Suite 2200, Baton Rouge, LA 70825

Operating Authority/MC: 3789493

USDOT: 1359740

Primary Phone: 800-471-5270

Email: Contact@K1freightbrokers.com

Website: www.k1freightbrokers.com

TRADE REFERENCES:

1	 	 	
2		 	
3.			

We are solutions-oriented logistics professionals, who provide the highest level of professionalism, reliability, and peace of mind to our customers and carriers. Better than brokerage, we use our market expertise to create the right capacity to move customers' freight, making the entire market available to them. Backing up our access to the market, K-1 FREIGHT BROKERS LLC offers dedicated, asset-based capacity to address challenging service requirements. As a customer, you can be sure your freight will be moved by safe, reliable equipment driven by a driver force focused on safety and excellence. In short, we don't mess around.





Phone: 800-471-5270

E-mail: Contact@Klfreightbrokers.com

301 N. Main St. Suite 2200, Baton Rouge, LA 70825

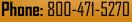
BROKER - CARRIER AGREEMENT

This Agreement is entered into this	day of	_, 20, by and
between K-1 FREIGHT BROKERS LLC ("BROK	ER"), a Registered Brok	er, Lic. No. MC-
3789493, and	, a Registered	d Motor Carrier,
Permit /Certificate No. MC		_ ("CARRIER");
collectively, the "Parties". ("Registered" means	operated under authori	ty issued by the
Federal Motor Carrier Safety Administration	(or its predecessors)	within the U.S.
Department of Transportation.)		

1. CARRIER REPRESENTS AND WARRANTS THAT IT:

- **A:** Is a Registered Motor Carrier of Property authorized to provide transportation of property under contracts with shippers and receivers and/or brokers of general commodities and holds all necessary, appropriate, and valid U.S. Motor Carrier permits.
- **B:** Shall transport the property, under its own operating authority and subject to the terms of this Agreement.
- **C:** Makes the representations herein for the purpose of inducing BROKER to enter into this Agreement.
- **D:** Agrees that a Shipper's insertion of BROKER's name as the carrier on a bill of lading shall be for the Shipper's convenience only and shall not change BROKER's status as a property broker nor CARRIER's status as a motor carrier.
- E: Will not re-broker, assign or interline the shipments hereunder, without prior written consent of BROKER. If CARRIER breaches this provision, BROKER shall have the right of paying the monies it owes CARRIER directly to the delivering carrier, in lieu of payment to CARRIER. Upon BROKER's payment to delivering carrier, CARRIER shall not be released from any liability to BROKER under this Agreement. In addition to the indemnity obligation in Paragraph (1.H) CARRIER will be liable for consequential damages for violation of this Paragraph.
- F: F. Is in, and shall maintain compliance during the term of this Agreement, with all applicable federal, state and local laws relating to the provision of its services including, but not limited to: transportation of Hazardous Materials, (including the licensing and training of drivers), as defined in 49 C.F. R. §172.800, §173, and §397 et seq. to the extent that any shipments hereunder constitute Hazardous Materials; owner/operator lease regulations; loading and securing of freight regulations; implementation and maintenance of driver safety regulations including, but not limited to, hiring, controlled substances, and hours of service regulations; sanitation and temperature requirements for transporting food and other perishable products, qualification and licensing and training of drivers; implementation and











maintenance of equipment safety regulations; maintenance and control of the means and method of transportation including, but not limited to, performance of its drivers;

- G: Will notify BROKER immediately if CARRIER's Federal Operating Authority is revoked, suspended or rendered inactive for any reason; and/or if CARRIER is sold, or if there is a change in control of ownership of CARRIER; and/or any of its insurance required hereunder is threatened to be or is terminated, cancelled, suspended, or revoked for any reason.
- H: (i.) Is subject to the express monetary insurance limits in Paragraph (3.D) as to CARRIER, and BROKERS monetary insurance limits for public liability, and property damage, or such other amounts as mutually agreed by the Parties in writing, BROKER and CARRIER shall defend, indemnify and hold each other harmless from any claims, actions or damages, arising out of their respective performances under this Agreement. Neither Party shall be liable to the other for any claims, actions or damages due to the negligence of the other Party. The obligation to defend shall include all costs of defense as they accrue. (ii.) Except for CARRIERS liability under Paragraph (1.E), unless otherwise agreed in writing, and regardless of whether the Parties insurance as referred to in sub Paragraph (i.), is valid or provides coverage, the Parties indemnity obligations shall not exceed the monetary insurance limits referred to in sub Paragraph (i).
- I: Does not have an "Unsatisfactory" safety rating issued by the Federal Motor Carrier Safety Administration (FMCSA), U.S. Department of Transportation, or any applicable state regulatory agencies and will notify BROKER in writing immediately if it's safety rating is changed to "Unsatisfactory" or "Conditional".
- J: Authorizes BROKER to invoice CARRIERS freight charges to shipper, consignee, or third parties responsible for payment.
- K: Has investigated, monitors, and agrees to conduct business hereunder based on the creditworthiness of BROKER and is granting BROKER credit terms accordingly.

2. BROKER RESPONSIBILITIES:

- A: SHIPMENTS, BILLING & RATES: BROKER agrees to solicit and obtain freight transportation business for CARRIER to the mutual benefit of CARRIER and BROKER, and shall offer CARRIER at least four (4) loads/shipments annually. BROKER shall inform CARRIER of (a) place of origin and destination of all shipments; and (b) if applicable, any special shipping instructions or special equipment requirements, of which BROKER has been timely notified.
- B: BROKER agrees to conduct all billing services to shippers. CARRIER shall invoice BROKER for its (CARRIER's) charges, as mutually agreed in writing, by fax, or by electronic means, contained in BROKER's Load Confirmation Sheet(s) incorporated herein by reference (Schedule A, et seq.). Additional rates for truckload or LTL shipments, or modifications or amendments of the above rates, or additional rates, may be established to meet changing market conditions, shipper requirements, BROKER requirements, and/or specific shipping schedules as mutually agreed upon, and shall be confirmed in writing (or by fax) by both Parties. Any such additional, modified, or amended rates, changes in rates shall automatically be incorporated herein by reference as part of Schedule A, Amendment 1, et seq.







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- C: RATES: Additionally, any rates, which may be verbally agreed upon, shall be deemed confirmed in writing where CARRIER has billed the agreed rate and BROKER has paid it. All written confirmations of rates, including confirmations by billing and payment, shall be incorporated herein by reference as part of Exhibit A, Amendment 1, et seq. Rates or charges, including but not limited to stop-offs, detention, loading or unloading, fuel surcharges, or other accessorial charges, released rates or values, or tariff rules or circulars, shall only be valid when specifically agreed to in a signed writing by the Parties.
- **D: COMPENSATION:** The Parties agree that BROKER is the sole party responsible for payment of CARRIER's charges. Failure of BROKER to collect payment from its customer shall not exonerate BROKER of its obligation to pay CARRIER. BROKER agrees to pay CARRIER's invoice within 5days of receipt of the bill of lading or proof of delivery, provided CARRIER is not in default under the terms of this Agreement. CARRIER will send its invoices to the following address: Attention: Billing, K-1 FREIGHT BROKERS LLC, 301 N. Main St. Suite 2200, Baton Rouge, LA 70825. Product loss / damage claims will be resolved independently of payment of Carrier's invoices. Payment and other disputes are subject to the terms of Paragraph (4.D), which provides in part that prevailing parties are entitled to recovery of costs, expenses and reasonable attorney fees. Invoices will be paid by check or wire transfer of immediately available funds in U.S. dollars.
- E: BOND: BROKER shall maintain a surety bond /trust fund on file with the Federal Motor Carrier Safety Administration (FMCSA) in the form and amount required by that agency's regulations.

3. CARRIER RESPONSIBILITIES:

- A: EQUIPMENT: Subject to its representations and warranties in Paragraph (1) above, CARRIER agrees, to provide the necessary equipment and qualified personnel for completion of the transportation services required for BROKER and/or its customers. CARRIER will not supply equipment that has been used to transport hazardous wastes, solid or liquid, regardless of whether they meet the definition in 40 C.F.R. §261. CARRIER agrees that all shipments will be transported and delivered with reasonable dispatch, or as otherwise agreed in writing.
- B: BILLS OF LADING: CARRIER shall issue a bill of lading in compliance with 49 U.S.C. §80101 et seq., 49 C.F.R. §373.101 (and any amendments thereto), for the property it receives for transportation under this Agreement. Unless otherwise agreed in writing, CARRIER shall become fully responsible/liable for the freight when it takes/receives possession thereof, and the trailer(s) is loaded, regardless of whether a bill of lading has been issued, and/or signed, and/or delivered to CARRIER, and which responsibility/liability shall continue until delivery of the shipment to the consignee and the con signee signs the bill of lading or delivery receipt. Any terms of the bill of lading inconsistent with the terms of this Agreement shall be controlled by the terms of this Agreement. Failure to issue a bill of lading, or sign a bill of lading acknowledging receipt of the cargo, by CARRIER, shall not affect the liability of CARRIER.







301 N. Main St. Suite 2200, Baton Rouge, LA 70825



- C: LOSS & DAMAGE CLAIMS: (i.) CARRIER shall comply with 49 C.F.R. § Part370.1 et seq. and any amendments and/or any other applicable regulations adopted by the Federal Motor Carrier Safety Administration, U.S. Department of Transportation, or any applicable state regulatory agency, for processing all loss and damage claims and salvage and (ii.) CARRIER' s liability for any cargo damage, loss, or theft from and cause shall be determined under the Carmack Amendment, 49 U.S.C. § 14706; and (iii.). Special Damages: CARRIERS Indemnification liability (Paragraph 1.H) for freight loss and damage claims under this sub Paragraph C (ii) 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 under this sub Paragraph (ii) above. (iv.) Neither Party shall be liable to the other for consequential damages without prior written notification of the loss and its approximate financial amount, and agreement to assume such responsibility in writing. (v.) Notwithstanding the terms of 49 CFR 370.9, CARRIER shall pay, decline or make settlement offer in writing on all cargo loss or damage claims within 15days of receipt of the claim. Failure of CARRIER to pay, decline or offer settlement within this 15days period shall be deemed admission by CARRIER of full liability for the amount claimed and a material breach of this Agreement. (vi.) CARRIERS liability for cargo damage, loss, or theft from any cause for any one shipment, under sub Paragraph B above, shall not exceed \$ 100,000 unless CARRIER is notified by BROKER or Shipper of the increased value 2 days prior to shipment pick up.
- D: INSURANCE: CARRIER shall furnish BROKER with Certificate(s) of Insurance, or insurance policies providing thirty (30) days advance notice of cancellation or termination, and unless otherwise agreed, subject to the following minimum limits: General liability \$1,000,000; motor vehicle (including hired and non-owned vehicles), property damage, and bodily injury liability \$1,000,000); cargo damage/loss, \$100,000; workers' compensation with limits required by law. Except for the higher coverage limits which may be specified above, the insurance policies shall comply with minimum requirements of the Federal Motor Carrier Safety Administration and any other applicable regulatory state agency. Nothing in this Agreement shall be construed to avoid CARRIERS liability due to any exclusion or deductible in any insurance policy.
- E: ASSIGNMENT OF RIGHTS: CARRIER automatically assigns to BROKER all its rights to collect freight charges from Shipper or any responsible third party on receipt of payment from BROKER.
- F: INDEMNIFICATION: Subject to the limitations of liability expressly set forth in this Agreement, each party agrees to indemnify, defend and hold the other part harmless, from and against all loss, damage, expense, actions and claims for or from injury or death to persons and damage to or loss of property (collectively "Claims"), to the extent arising out of the indemnifying party's negligence or misconduct during the Agreement.





301 N. Main St. Suite 2200, Baton Rouge, LA 70825



4. MISCELLANEOUS:

- A: INDEPENDENT CONTRACTOR: It is understood and agreed that the relationship between BROKER and CARRIER is that of independent contractor and that no employer/employee relationship exists, or is intended. BROKER has no control of any kind over CARRIER, including but not limited to routing of freight, and nothing contained herein shall be construed to be inconsistent with this provision.
- **B:** NON-EXCLUSIVE AGREEMENT: CARRIER and BROKER acknowledge and agree that this contract does not bind the respective Parties to exclusive services to each other. Either party may enter into similar agreements with other carriers, brokers, or freight forwarders.
- C: WAIVER OF PROVISIONS: (i.) Failure of either party to enforce a breach or waiver of any provision or term of this Agreement shall not be deemed to constitute a waiver of any subsequent failure or breach, and shall not affect or limit the right of either party to thereafter enforce such a term or provision. (ii) This Agreement is for specified services pursuant to 49 U.S.C. §14101(b). To the extent that terms and conditions herein are inconsistent with Part (b), Subtitle IV, of Title 49 U.S.C. (ICC Termination Act of 1995), the parties expressly waive any or all rights and remedies they may have under the Act.
- D: DISPUTES: In the event of a dispute arising out of this Agreement, including but not limited to Federal or State statutory claims, the party's sole recourse (except as provided below) shall be to arbitration. Proceedings shall be conducted under the rules of the Transportation Arbitration and Mediation PLLC (TAM), the American Arbitration Association (AAA), or Transportation ADR Council, Inc. (ADR) at BROKER's sole discretion. Arbitration proceedings shall be started within eighteen (18) months from the date of delivery or scheduled date of delivery of the freight, whichever is later. Upon agreement of the Parties, arbitration proceedings may be conducted outside of the administrative control of the TAM, AAA or ADR. The decision of the arbitrators shall be binging and final and the award of the arbitrator may be entered as judgment in any court of competent jurisdiction. The prevailing party shall be entitled to recovery of costs, expenses and reasonable attorney fees as well as those incurred in any arbitration proceeding or any action for injunctive relief, or in the event further legal action is taken to enforce the award of arbitrators. Arbitration proceedings shall be conducted at the office of the AAA, ADR or TAM nearest 301 N. Main St. Suite 2200, Baton Rouge, LA 70825, or such other place as mutually agreed upon in writing or directed by the acting arbitration association. Provided, however, either Party may apply to a court of competent jurisdiction for injunctive relieve. Venue for any such action shall be in Los Angeles County, California. Unless preempted or controlled by federal law and regulations, the laws of the state of California shall be controlling. The arbitration provisions of this paragraph shall not apply to enforcement of the award of arbitration.
- E: NO BACK SOLICITA TION: CARRIER shall not knowingly solicit freight shipments from any shipper, consignor, or consignee, or other customer of BROKER, when: such shipments of the shipper, consignor, or consignee or BROKER customer were first tendered to the CARRIER by the BROKER. In the event of breach of this provision, BROKER shall be entitled, for a period of 90 days following delivery of the last shipment transported by CARRIER under this Agreement, to a commission of 15% of the gross transportation revenue (as evidenced







301 N. Main St. Suite 2200, Baton Rouge, LA 70825



by freight bills) received by CARRIER for the transportation of said freight as liquidated damages. In the event BROKER has to seek injunctive relief and is successful, CARRIER shall be liable for all costs and expenses incurred by BROKER, including, but not limited to, reasonable attorney's fees.

- F: CONFIDENTIALITY: (i.) 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. (ii.) In the event of violation of this Confidentiality paragraph, the Parties and 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.
- G: The limitations of liability for cargo loss and damage as well as other liabilities, arising out of the transportation of shipments, which originate outside the United States of America may be subject to the laws of the country of origination.
- H: MODIFICATION OF AGREEMENT: This Agreement and Exhibit A et.seq. attached may not be amended, except by mutual written agreement, or the procedures set forth above (Paragraphs 2.B and 2.C).
- I: NOTICES: (i.) All notices provided or required by this Agreement, shall be made in writing and delivered, return receipt requested, to the addresses shown herein with postage prepaid; or by confirmed (electronically acknowledged on paper) fax. ii.) THE PARTIES shall promptly notify each other of any claim that is asserted against either of them by anyone arising out of the Parties performance of this Agreement. iii. Notices sent as required hereunder, to the addresses shown in this Agreement shall be deemed sent to the correct address, unless the Parties are notified in writing of any changes in address.
- J: CONTRACT TERM: The term of this Agreement shall be one year from the date hereof and thereafter it shall automatically be renewed for successive one (1) year periods, unless terminated, upon thirty (30) day's prior written notice, with or without cause, by either Party at any time, including the initial term. In the event of termination of this Agreement for any reason, the Parties shall be obligated to complete performance of any work in progress in accordance with the terms of this Agreement.
- K: SEVERANCE: SURVIVAL: In the event any of the terms of this Agreement are determined to be invalid or unenforceable, no other terms shall be affected and the unaffected terms shall remain valid and enforceable as written. The representations, rights and obligations of the parties hereunder shall survive termination of this Agreement for any reason.
- L: COUNTERPARTS: This Agreement may be executed in any number of counterparts each of which shall be deemed to be a duplicate original hereof.



Phone: 800-471-5270

E-mail: Contact@Klfreightbrokers.com 301 N. Main St. Suite 2200, Baton Rouge, LA 70825

M: FAX CONSENT: The Parties to this Agreement are authorized to e-mail or fax to each other at the numbers shown herein, (or otherwise modified in writing from time to time) shipment availabilities, equipment and rate promotions, or any advertisements of new services.

- N: FORCE MAJEURE: If either party is unable to perform its obligations for the other party due to acts of God or government, the public enemy, fire, flood, labor dispute, civil disorder, public highway closure, and other circumstances beyond the control of the performing parties, the terms of this Agreement shall be suspended until such time as performance is reasonably able to be completed. The nonperforming party shall promptly notify the other of the cause of such delay.
- O: ENTIRE AGREEMENT: Except for Schedules and Exhibits and its amendments, and unless otherwise agreed in writing, this Agreement contains the entire understanding of the Parties and supersedes all verbal or written prior agreements, arrangements, and understandings of the Parties relating to the subject matter stated herein. The Parties further intend that this Agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence may be introduced to reform this Agreement in any judicial or arbitration proceeding involving this Agreement.

IN WITNESS WHEREOF, we have signed this Agreement the date and year first shown above.

(CARRIER)

, ,	, , ,
Authorized Signature:	Authorized Signature:
Printed Name:	Printed Name:
Title:	Title:
Company Address:	Company Address:
Phone:	Phone:
E-mail:	E-mail:

(BROKER)



Phone: 800-471-5270

E-mail: Contact@Klfreightbrokers.com

301 N. Main St. Suite 2200, Baton Rouge, LA 70825

Dear Carrier Partner,

K-1 FREIGHT BROKERS LLC currently offers a variety of quick payment options, available for a minimal discount. Please take a moment to complete our Quick Payment Options Agreement, and we will provide payment remitted in two to 14 business days.¹

To be eligible for Quick Pay, we must receive the following:

- A completed Quick Pay agreement form for each invoice submitted.
- Your invoice for the contracted amount.
- Non-exception delivery documents signed by the consignee and driver.

Please do not submit the Quick Pay form until you have all the required documents

Required paperwork must be submitted by email to K-1 FREIGHT BROKERS LLC by 11:00AM EST to be processed for that day. Quick Pay via check is processed and paid Monday-Friday only, excluding holidays.







301 N. Main St. Suite 2200, Baton Rouge, LA 70825

K-1 FREIGHT BROKERS LLC Quick Payment Options Agreement

This form represents an agreement between K-1 FREIGHT BROKERS LLC and
to pay the below referenced invoice according to the terms as selected on this form. By submitting this form, the undersigned acknowledges that this invoice has not been factored or sold to another party.
Requirements:
To be eligible for Quick Pay, we must receive with this form your invoice for the contracted amount along with non-exception delivery documents signed by the consignee and driver.
A completed Quick Payment Agreement Form must be submitted for each invoice. Invoice
Information:
K-1 FREIGHT BROKERS LLC Load #:
Invoice Amount: (Contracted amount prior to Quick Pay Discount)
Select from the options below to sign-up for the K-1 FREIGHT BROKERS LLC Quick Payment program. After making your selection, please sign and email to Contact@K1freightbrokers.com
Quick Payment Options:
2 Business Days via T-Check (T-Check code not given to driver) with a 5% discount upon receipt of invoice, rate confirmation, signed bills of lading and/or proof of delivery containing no exceptions. Please email legible copies of the required paperwork to K-1 FREIGHT BROKERS LLC at Contact@K1freightbrokers.com (T-Check payments are charged additional \$10.00 fee).
7 Day Payment - PAID VIA CHECK MAILED 7 DAYS AFTER RECEIPT OF REQUIRED PAPERWORK - with a 3% discount upon receipt of invoice, rate confirmation, signed bills of lading and/or proof of delivery containing no exceptions. Please email legible copies of the required paperwork to K-1 FREIGHT BROKERS LLC at Contact@K1freightbrokers.com
21 Day Payment - PAID VIA CHECK MAILED 21 DAYS AFTER RECEIPT OF REQUIRED PAPERWORK - no fee
K-1 FREIGHT BROKERS LLC will honor your quick pay for all invoices submitted in good standing

until written to cancel this agreement is receive by either party. This agreement will become an addendum to the "Broker Carrier" contract previously agreed to by the carrier and K-1 FREIGHT BROKERS LLC may at any time make changes to this agreement for the conduct of its business, as it may, in its judgment, deem necessary or desirable. This agreement may be cancelled at anytime.



Please provide the following information:

K-1 FREIGHT BROKERS LLC

Phone: 800-471-5270

E-mail: Contact@Klfreightbrokers.com

301 N. Main St. Suite 2200, Baton Rouge, LA 70825

Any such amendments or cancellations will be effective after notice of the amendments has been made to the participating parties.

Company Name		
Company Address & Phone		
MC#		
Authorized Signature		
Printed Name		



Phone: 800-471-5270

E-mail: Contact@Klfreightbrokers.com

301 N. Main St. Suite 2200, Baton Rouge, LA 70825

FACTORING INFORMATION SECTION

If you use a factoring service, please provide us the following information.

FACTORING:			CONTACT:			
PHONE	FAX		EMAIL			
ADDRESS		CITY		STATE	ZIP _	
WEDSITE.						



Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

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

	I Name (as snown 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								
on page 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Ch following seven boxes. Individual/sole proprietor or C Corporation S Corporation Partnership	eck only one o		certa	emptions in entities actions of	s, not	individu		
ns e	single-member LLC			Exem	pt payee	code	(if any)		
ty tio	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partne	rship) ▶					_		
Print or type. See Specific Instructions on page	Note: Check the appropriate box in the line above for the tax classification of the single-member of LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single is disregarded from the owner should check the appropriate box for the tax classification of its own	owner of the Li gle-member Ll	LC is	codo	ption fro (if any)	m FA	TCA rep	orting	
eci	☐ Other (see instructions) ▶			(Applies	s to account	s mainta	ined outsid	e the U.S	.)
Sp	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's	name a	and ad	dress (op	tiona)		
See									
0,	6 City, state, and ZIP code								
	7 List account number(s) here (optional)								
Par									
	your TIN in the appropriate box. The TIN provided must match the name given on line 1 to au up withholding. For individuals, this is generally your social security number (SSN). However, 1		cial sec	curity i	number	_	—		_
	ap withholding. For individuals, this is generally your social security humber (3314). However, it sent alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other	or a		_		_			
	es, it is your employer identification number (EIN). If you do not have a number, see <i>How to ge</i>	et a]		$\perp \perp$	
TIN, la		or				—.			
	If the account is in more than one name, see the instructions for line 1. Also see What Name per To Give the Requester for guidelines on whose number to enter.	and Em	ployer	identi	fication	numb	er	=	
INUITIL	ier to dive the nequester for guidelines off whose number to enter.			_					
								$\perp \perp \perp$	
Par									
	r penalties of perjury, I certify that:								
2. I ar Ser	e number shown on this form is my correct taxpayer identification number (or I am waiting for not subject to backup withholding because: (a) I am exempt from backup withholding, or (brvice (IRS) that I am subject to backup withholding as a result of a failure to report all interest longer subject to backup withholding; and) I have not b	een n	otified	by the	Inter			.m
3. I ar	m a U.S. citizen or other U.S. person (defined below); and								
4. The	e FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting	na 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 tay return. For real estate transactions, item 2 does not apply. For mortgage interest paid

acquisition	or abandonment of secured p	operty, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.
Sign Here	Signature of U.S. person ►	Date▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise

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.

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.