



LOGISTICS - P.O. BOX 10108

Springfield, Missouri 65808

Fax (417) 521-5721

To.....: CARRIER

From.....: BROKER

Please return the original contract and W9 via mail.

We require daily check calls from dispatch/drivers by
10:00am CST along with loaded and empty calls.

Prime reference number must be written on each invoice
and also provide a copy of signed rate confirmation sheet.

Your cooperation will expedite payment of freight bills.

Please return your completed carrier authority, DOT safety
rating, carrier agreement, W9 and proof of insurance to
Fax (417) 521-5721 as soon as possible.

Thank You!

CONTRACT CARRIER BROKERAGE AGREEMENT

This AGREEMENT entered into this _____ day of _____, 20__, by and between NEW PRIME, INC. d.b.a. PRIME, INC. (hereinafter "BROKER") P.O. Box 10108, Springfield, MO 65808, and _____ (hereinafter "CARRIER"), whose address is _____

In consideration of the mutual covenants and agreements herein contained, it is hereby agreed as follows:

- 1. CARRIER represents that it is an Authorized Contract Carrier, holding Permit No. MC _____, operating under such authority as it pertains to this agreement and that such authority is in full force and effect.
2. The term of this Agreement shall be from the date above until the date and time of expiration or cancellation of the policy of cargo insurance of CARRIER. The term(s) of this Agreement shall not affect the obligation of CARRIER to PRIME under Paragraph #5 of this Agreement, such obligations surviving termination of this Agreement.
3. During the term of this Agreement, BROKER agrees to offer for shipment to the CARRIER such amounts of freight as BROKER may have available for the routes and at the rates set forth in "Schedule I" attached hereto. Points of shipments and rates may be added and amended from time to time.
4. CARRIER agrees to transport all shipments, within its transportation capacities, offered by BROKER under the terms of "Schedule 1" and its supplements.
5. CARRIER shall indemnify and hold BROKER harmless from and against any and all claims, losses, damages and expenses arising out of CARRIER'S operations hereunder. Paragraph 6 shall in no way act as a limitation of liability to the CARRIER.
6. CARRIER agrees to procure and keep in full force and effect during the term of this Agreement the following minimum limits of coverage: 1) Auto-Liability Insurance in the amount of \$1,000,000, 2) Cargo Insurance in the amount of \$100,000, 3) Workers' Compensation Insurance as required by CARRIER'S state law (If CARRIER's state has no required coverage or the CARRIER is exempt, a separate letter of explanation must be included as an addendum to this Agreement). CARRIER will hold BROKER and its customer(s) harmless and will indemnify BROKER and its customer(s) from any and all claims due to non-coverage, and 4) Commercial General Liability Insurance. CARRIER shall have each insurance company affording the above coverages/policies name BROKER "additional insured" under each such policy. CARRIER shall cause issuance of Certificates of Insurance, in all respects acceptable to BROKER, to be effective on the date of this Agreement. CARRIER to provide a certificate copy upon request. The amounts referenced in this paragraph are minimums only, and CARRIER should determine what coverage amounts are appropriate to adequately protect its interests.
7. Notwithstanding the fact that a bill of lading issued in connection with cargo hauled under the terms of this Agreement may name PRIME as "CARRIER", CARRIER agrees (hat it shall be deemed to be "Carrier of Record" on the bill of lading.
8. All claims may be deducted automatically from CARRIER's freight bill, with prior notification.
9. BROKER relies on the safety rating and insurance coverage of CARRIER. Therefore, CARRIER shall not assign (double broker) a load provided by BROKER to any other carrier. Any violation of this provision will be deemed a breach of this agreement and will result in the Agreement being voided. CARRIER agrees to indemnify and hold BROKER harmless for any charges, damages or costs associated with the unauthorized assignment, including but not limited to reasonable attorney fees.
10. Carrier shall performs its obligations under this Agreement as an independent contractor, and not as an agent or employee of Broker, and the hiring, terms of employment and discharge of employees and/or agents performing transportation services pursuant to the provisions of this Agreement shall be the sole and exclusive control, and shall be the responsibility of Carrier; provided however, Carrier shall employ only competent, able and legally licensed personnel to operate transportation equipment.
11. CARRIER will not solicit freight from any firm that CARRIER hauled for as the result of the efforts of BROKER, or through whom contact was first made at the direction of BROKER, for a period of 1 year after termination of this Agreement. Should CARRIER breach this Agreement and obtain traffic from such firm, BROKER shall be entitled to a commission from CARRIER of 15% of the gross revenues from such traffic for a period of 24 months after such traffic first begins to move. Additionally, BROKER shall be entitled to reasonable attorney's fees and its costs incurred to enforce its rights under this Agreement, from CARRIER.
12. CARRIER agrees to return all legible copies of Bills of Lading to BROKER, upon delivery.
13. Pallets are the responsibility of the CARRIER.
14. BROKER and CARRIER agree they shall consider facsimile copies of this Agreement executed by an authorized representative of each as binding and enforceable. CARRIER shall provide BROKER the original properly-executed Agreement, all necessary rate confirmation(s), a photocopy of CARRIER is Contract Authority and Certificates of Insurance as above described.

Should any portion of this Agreement be deemed unenforceable or invalid, all other provisions of the Agreement shall remain valid, binding and enforceable. The Agreement shall be governed and construed under laws of the State of Missouri, and all disputes arising hereunder shall be heard by a Court of competent jurisdiction in Greene County, Missouri.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the date first written herein.

BROKER: PRIME, INC.

CARRIER:

Name: _____

Name: _____

Title: _____

Title: _____

Signature _____

Signature _____

Food Safety Modernization Act Compliance- Carrier Partners

Prime requires all carrier partners (“Carrier Partner”) to adhere to all provisions of the FDA’s Food Safety Modernization ACT (FMSA) and the Sanitary Food Transportation Act of 2005. Prime requires the undersigned Carrier Partner is to complete and submit to Prime a signed copy of this form.

To ensure proper temperature control and cleanliness in its freight transit practices, Prime requires its selected Carrier Partners to have in place protective procedures and protocols for all loads subject to temperature control. Before undertaking each load transit, Carrier Partner should confirm with its drivers that the temperature and other critical bill of lading particulars are correctly inputted into the reefer settings. For those temperature sensitive meat, produce, or related cargo, Prime requires Carrier Partner to have in place procedures to address issues respecting continuous temperature control and cleanliness best practices. Before Carrier Partner’s equipment is taken to the shipping dock for loading, Carrier Partner must communicate to its driver the core freight transit requirements involving temperature control and cleanliness procedure.

Carrier Partner must also instruct its drivers to undertake a trailer washout prior to arriving at the shipping site in the event that they visually, or by the detection of odor, are made aware that the trailer is not sanitarily fit for the safe transit of food cargo. Carrier Partner must commit to those procedures that govern the safe, effective transport of such cargo in manners that prevents controllable events of load adulteration, temperature excursion, or other temperature deviation at the pre-cooling or post-loading stage that renders the trailer unfit for proper temperature-controlled shipment.

Carrier Partner must at all times employ commercially customary and reasonable practices to ensure that temperature controlled food loads are shipped according to best practice protocol without preventable incident. Carrier Partner agrees to provide to Prime and/or the shipping customer evidence of its (1) temperature-controlled, (2) trailer cleanliness and (3) related FSMA compliance procedures. Carrier Partner acknowledges that it is in compliance with 21 C.F.R. pt. § § 1.908, 1.910, § § 1.912, and with all applicable FMSA regulations. Carrier Partner agrees to secure confirmation from Shipper that the trailer, and any loaded cargo contents, were loaded in a fully sanitary manner that entirely comports with FSMA law and all related regulations.

Prime Inc.
By _____
Name: _____
Title: _____

[NAME] (“Carrier Partner”)
By _____
Name: _____
Title: _____

CERTIFICATION OF COMPLIANCE – ELECTRONIC LOGGING DEVICES (“ELDs”)

Carrier _____ (“Carrier”) does herein make, as required by New Prime Inc. (“Prime”), this Certificate of Compliance within which Carrier attests to being in full compliance with 49 CFR Part 395 and any related ELD laws, regulations, and rules.

By offering signature to this Certification of Compliance, Carrier certifies that it is fully, completely, and continuously in compliance with 49 CFR Part 395. 49 CFR Part 395 legislates the mandatory use of Electronic Logging Devices (“ELD’s”). All Class 8 tractor equipment involved in interstate transportation is required to be ELD compliant by no later than December 18, 2017. The Carrier’s outfitted ELD technology must be supplied from a provider identified on the FMCSA’s ELD registry.

If at any time, and for any reason, Carrier’s equipment is no longer outfitted with satisfactory ELD technology, Carrier will immediately notify Prime of this fact and indicate in writing the steps that the Carrier will undertake to remain in full compliance with 49 CFR Part 395. Prime reserves the right to suspend its partnered relationship with Carrier, including withholding any available transit opportunity within Prime’s freight network, until Carrier demonstrates its full compliance with the ELD requirements identified herein.

Carrier: _____

MC#: _____

Printed Name: _____

Signature: _____

Date: _____

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <p>2 Business name/disregarded entity name, if different from above</p> <p>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.</p> <p><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</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>Note: 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.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <p>6 City, state, and ZIP code</p>	<p>Requester's name and address (optional)</p>
	<p>7 List account number(s) here (optional)</p>	

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								
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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 ▶
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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.

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-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.

CARRIER UPDATES AND BILLING REQUIREMENTS

- We need Brokerage - FSMA agreement along w/ a W9 signed and dated with current year.
- Insurance MUST have Prime Inc listed as a certificate holder. We now require workman's compensation on the certificate or a letter stating why your company is exempt from workman's comp.
- Billing can be done through Transflo \$Velocity or Transflo Mobile. You can download this free software at www.transfloveLOCITY.com, using our **Broker ID of PRMLV**.
- Please use the logisticspayables@primeinc.com for document submissions and payment inquiries. When submitting documents, please ensure that only the Prime load # is in the subject line and all attachments are either pdf or tif format. ***One invoice per email***
- ****All paperwork is due within 7 days of delivery** - must be complete set of legible bols (all pages) along w/ any unloading receipts.**
- Direct deposit is available by visiting www.paymode.com/prime or by calling 1-866-252-7366. It is free to use. You will need the following information when setting up direct deposit:
 - Business Name
 - Federal Tax ID Number
 - Bank Routing Number
 - Bank Account Number
 - Email Address

BILLING INFORMATION

This document will be used to set-up your company as a vendor for New Prime Inc.

***All Fields MUST be completed**

COMPANY NAME: _____ MC# _____

REMITTANCE ADDRESS: _____

CITY: _____ STATE: _____

ZIP: _____

FACTORING COMPANY NAME: _____

FACT CO. REMITTANCE ADDRESS: _____

CITY: _____ STATE: _____

ZIP: _____

PERSON COMPLETING FORM: _____

SIGNATURE: _____

PHONE: _____

REMITTANCE EMAIL: _____



Worker's Compensation Insurance Waiver

Company Name: _____

Address: _____

City, State, ZIP Code: _____

Phone: _____

Fax: _____

In regards to Worker's Compensation Insurance coverage, we are not required to carry it because of the following reason(s):

Signed: _____

Dated: _____

SERVICE DATE

OCT 26 1990

PM-26
(Rev. 10/84)

INTERSTATE COMMERCE COMMISSION

CERTIFICATE

No. MC 140665 (Sub 141)*

NEW PRIME, INC.
Springfield, MO

This Certificate is evidence of the carrier's authority to engage in transportation as a common carrier by motor vehicle.

This authority will be effective as long as the carrier maintains compliance with the requirements pertaining to insurance coverage for the protection of the public (49 CFR 1043); the designation of agents upon whom process may be served (49 CFR 1044); and tariffs or schedules (49 CFR 1312). The carrier shall also render reasonably continuous and adequate service to the public. Failure to meet these conditions will constitute sufficient grounds for the suspension, change, or revocation of this authority.

This authority is subject to any terms, conditions, and limitations as are now, or may later be, attached to this privilege.

For common carriers with irregular route authority: Any irregular route authority authorized in this Certificate may not be tacked or joined with your other irregular route authority unless joinder is specifically authorized.

The transportation service to be performed is described on the reverse side of this document.

By the Commission.

SIDNEY L. STRICKLAND, JR.
Secretary

(SEAL)

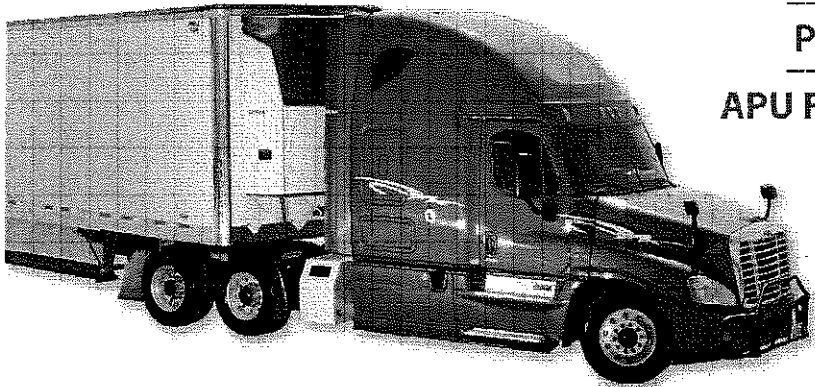
NOTE: If there are any discrepancies regarding this document, please notify the Commission within 30 days.

No. MC 140665 (Sub 141)*
Sheet 2

To operate as a common carrier, by motor vehicle, in interstate or foreign commerce, over irregular routes, transporting general commodities (except classes A and B explosives, Poison A; liquefied compressed gas or compressed gas; highway route controlled quantity radioactive materials as defined in 49 CFR 173.403; or hazardous substances transported in cargo tanks, and portable tanks or hopper type vehicles with capacities in excess of 3,500 water gallons), between points in the United States.

*This Certificate modifies and cancels Certificate No. MC 140665 (Sub 141), issued July 30, 1987, as requested by applicant.

WHERE'S YOUR NEXT TRUCK OR TRAILER COMING FROM?



ALIGNMENTS

PM's

APU REPAIRS

Trucks

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Trailers

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- Lighter Weight for added Freight Capacity
- Increased Fuel Efficiency
 - TPMS
- Options for CARB Compliancy Needs

Competitive shop rate for equipment purchased through Pedigree! Guidance with over the road repairs.

Financing Available • Service Records • Clean Idle & Smart-Way Compliant Late Model Equipment • Constant, Steady Supply of Quality Used Equipment
15 drop yards across the country for multiple pick-up locations

It's always been hard to know enough about a truck or trailer before you buy. But **Pedigree Truck & Trailer Sales** is changing that, with top-quality, fleet-maintained tractors and trailers from **Prime Inc.**, North America's largest refrigerated trucking company. Every piece of equipment from Pedigree comes with detailed maintenance records.



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