



Carrier Packet



KHEIRON LOGISTICS

INSIGHTFUL SOLUTIONS FOR YOUR LOGISTICS NEEDS



Why Choose us:

- Commitment to Customer Service
- Dedicated Account Manager
- Flexible Payment Options
- Quick Access to Loads

**We deliver High Value
and Exceptional Service
by pairing freight with
Top-Tier Carriers.**

MC# 1646766
US DOT# 4249103

Kheiron Logistics LLC
99 S. Almaden Blvd. Suite 600
San Jose CA 95113

1-888-600-5719
408-770-4574
Info@KheironLogistics.com

Office Hours
M-F 6am-6pm PST
Sat & Sun 9am-1pm PST



About Us:

What sets us apart from other Freight Brokers are our company culture and values. We believe in having a team of reliable, accountable, and knowledgeable agents that work together to streamline your daily operations.

CARRIER PACKET

WELCOME TO KHEIRON LOGISTICS

Welcome to Kheiron Logistics LLC, where we transform logistics into an art of precision, reliability, and exceptional customer experience. Our mission is driven by an unwavering commitment to deliver freight on time and claim-free. With Kheiron Logistics LLC, you're not just choosing a Freight Broker; you're choosing a partner dedicated to transparency and committed to positioning your business for success.

At Kheiron Logistics, we believe that our Carriers are an integral part of our team, we strive to provide timely information to our Carriers and we keep an open line of communication through all the stages of the transportation process to ensure seamless freight delivery,

Join us on this journey, and let us be your trusted ally in navigating your logistics landscape. Discover how Kheiron Logistics can elevate your business operations, turning logistical challenges into opportunities for growth and innovation. Experience the Kheiron difference, where exceptional customer service, industry knowledge, and a passion for excellence come together to support your business operations.

What We Offer:

- Dedicated Account Manager
- Real-Time Tracking and Support
- Flexible Payment Options
- Quick Access to Loads

PLEASE COMPLETE AND RETURN

- Carrier Profile
- Broker-Carrier Contract
- Invoicing Procedure Form & Payment Authorization
- Motor Carrier Authority
- Certificate of Insurance for Liability and Cargo Policy
- Completed W-9
- Workers Compensation Certificate or Waiver

PLEASE KEEP FOR YOUR RECORDS

- Our Operating Authority
- Our Certificate of Insurance & Contingent Cargo
- Our Surety Bond Certificate



CARRIER PROFILE

MC# _____ SCAC CODE _____

US DOT# _____ FEDERAL ID# _____

Carrier Name: _____

DBA: _____

Physical Address: _____

Website: _____

Owner/President/Principal: _____

Dispatch Contact: .

Name: _____

Email: _____

Phone: _____

Fax: _____

Accounting Contact:

Name: _____

Email: _____

Phone: _____

Fax: _____

After hours number: _____

Insurance Agent Name: _____

Phone: _____

Number of Units _____ Number of Trailers _____

How many teams do you run _____

of Tractors _____ # of Trailers _____

List# of Trailers by Type: V53 _____ V48 _____ R53 _____ FB _____

Are you Smart Way certified? YES _____ NO _____

Do you have EDI capability? YES _____ NO _____

Do you have HAZ MAT Certification? YES _____ NO _____

Geographic Service Area _____

Preferred Lanes: _____

This information will be used to help us determine future opportunities that may exist based on the services your company provides.

If your account receivables department is different than your physical address, or if you are using a factoring company, please complete below

Receivable/ Factoring Company

Name: _____

Address: _____





BROKER - CARRIER AGREEMENT

PLEASE FILL OUT ALL FIELDS MARKED WITH A RED STAR *

This Agreement is entered into this * _____ day of _____, 20____, by and between **KHEIRON LOGISTICS LLC** ("BROKER"), a Registered Property Broker, Lic. No. DOT- 4249103 / MC- 1646766, and * _____ a Registered Motor Carrier, Lic. No. DOT/MC - * _____ ("CARRIER"); collectively, the "Parties". ("Registered" means operated under authority 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.
- 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.** USE OF SUBCONTRACTORS. CARRIER warrants that all service will be provided on motor vehicles operated and insured by and in accordance with the terms of this contract. In the event CARRIER violates this warranty and double brokers any shipment to a carrier not authorized in writing by BROKER, CARRIER agrees that it shall be fully liable to BROKER and its customer for all insurance claims, for any vicarious liability resulting from breach of this warranty and for any demand for freight charges by the actual service provider. In addition to CARRIER's obligation to indemnify and hold harmless BROKER and its customers from any liability or claim arising out of breach of this warranty, CARRIER agrees that as liquidated damages, BROKER may retain all unpaid freight charges due and owing to CARRIER, and may seek recompense including state law remedies for tortious interference with contract in the event subcontractors demand payment of freight charges from BROKER's contract on shipments double brokered in violation of this provision. Furthermore, BROKER shall impose a **\$1,000 fine for each occurrence of double brokering without written consent, which may be set-off from any unpaid freight charges due to CARRIER.**
- F.**
 - (i)** 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 Haz-Mat qualified 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; security regulations; owner/operator lease regulations; loading and securement of freight regulations; implementation and maintenance of driver safety regulations including, but not limited to, hiring, controlled substances and alcohol testing, and hours of service regulations; sanitation, temperature, and contamination requirements for transporting food, perishable, and other 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; all applicable insurance laws and regulations including but not limited to workers' compensation.
 - (ii)** Is solely responsible for any and all management, governing, discipline, direction and control of its employees, owner/operators, and equipment with respect to operating within all applicable federal and state legal and regulatory requirements to ensure the safe operation of CARRIERS vehicles, drivers and facilities. CARRIER and BROKER agree that safe and legal operation of the CARRIER and its drivers shall completely and without question govern and supersede any service requests, demands, preferences, instructions, and information from BROKER or BROKER's customer with respect to any shipment at any time.
- G.** CARRIER will notify BROKER immediately if its Federal Operating Authority is revoked, suspended or rendered inactive for any reason; and/or if it is sold, or if there is a change in control of ownership, and/or any insurance required hereunder is threatened to be, or is terminated, canceled, suspended, or revoked for any reason.



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required hereunder is threatened to be, or is terminated, canceled, suspended, or revoked for any reason.

H. (i) CARRIER shall defend, indemnify and hold BROKER and its shipper customer harmless from any claims, actions or damages, arising out of CARRIER'S performance under this Agreement, including cargo loss and damage, theft, delay, damage to property, and personal injury or death. Neither Party shall be liable to the other for any claims, actions or damages due to the negligence or intentional act of the other Party, or the shipper. The obligation to defend shall include all costs of defense as they accrue.

(ii) Except for CARRIER's liability under Par 1.E, unless otherwise agreed in writing, the Parties' indemnity obligations shall be subject to the insurance coverage and monetary insurance limits referred to in Subp. 3. D.

I. CARRIER does not have an "Unsatisfactory" safety rating issued by the Federal Motor Carrier Safety Administration (FMCSA), U.S. Department of Transportation, and will notify BROKER in writing immediately if its safety rating is changed to "Unsatisfactory" or "Conditional". CARRIER authorizes BROKER to invoice CARRIER's freight charges to shipper, consignee, or third parties responsible for payment.

J. CARRIER has investigated, monitors, and agrees to conduct business hereunder based on the credit-worthiness of BROKER and is granting BROKER credit terms accordingly.

K. On behalf of shipper, consignee and broker interests, to the extent that any shipments subject to this Agreement are transported within the State of California on refrigerated equipment, CARRIER warrants that it shall only utilize equipment which is in full compliance with the California Air Resources Board (CARB) Transport Refrigerated Unit (TRU) Airborne Toxic Control Measure (ATCM) in-use regulations. CARRIER shall be liable to BROKER for any penalties, or any other liability, imposed on, or assumed by BROKER due to penalties imposed on BROKER'S customer because of CARRIER's use of non-compliant equipment.

2. **BROKER RESPONSIBILITIES:**

A. **SHIPMENTS, BILLING & RATES:** BROKER shall offer CARRIER at least one (1) loads/shipments annually. BROKER shall inform CARRIER of:

(i) place of origin and destination of all shipments offered; and

(ii) if applicable, any special shipping and handling instructions, special equipment requirements, or value of shipments in excess of the amount specified in Par. 3DC(vi) below, of which BROKER has been timely notified.

B. BROKER agrees to conduct all billing services to shippers, consignees, or other parties responsible for payment. 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) / dispatch sheets incorporated herein by this reference. 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 or email) by both Parties. Any such additional, modified, or amended rates, changes in rates shall automatically be incorporated herein by this reference.

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 this reference. Rates or charges, including but not limited to stop-offs, detention, loading or unloading, fuel surcharges, or other accessorial charges, tariff rates, released rates or values, or tariff rules or circulars, shall only be valid when their terms are specifically agreed to in a writing signed by both Parties.

D. **PAYMENT:** 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 30 days of receipt of the bill of lading or proof of delivery, provided CARRIER is not in default under the terms of this Agreement. Upon receipt of payment, CARRIER automatically assigns all of its rights to payment from shippers, consignees, or third parties to BROKER. Carrier shall not seek payment from shipper, consignees, or third parties. Carrier agrees to transport freight for BROKER, under the terms of its own carrier authority, at the rate mutually agreed upon in writing, by fax, or by electronic means, contained in BROKER'S Load Confirmation Sheet(s). CARRIER agrees that BROKER is the sole party responsible for payment of CARRIER invoices and that, under no circumstances, will CARRIER seek payment from the shipper or consignee, or any party responsible for payment.

E. **BOND:** BROKER shall maintain a surety bond / trust fund as agreed to in the amount of \$75,000.00 and on file with the Federal Motor Carrier Safety Administration (FMCSA) in the form and amount not less than that required by that agency's regulations.

F. BROKER will notify CARRIER immediately if its federal Operating Authority is revoked, suspended or rendered



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inactive for any reason; and/or if it is sold, or if there is a change in control of ownership, and/or any insurance required hereunder is threatened to be, or is terminated, canceled, suspended, or revoked for any reason.

G. BROKER's responsibility is limited to arranging for, but not actually performing, transportation of a shipper's freight.

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. §261.1 et seq. 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 sign a bill of lading, produced by shipper or CARRIER in compliance with 49 C.F.R. §373.101 (and any amendments thereto), for the property it receives for transportation under this Agreement. Unless otherwise agreed to, 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 consignee signs the bill of lading or delivery receipt. Any terms of the bill of lading (including but not limited to payment and credit terms, released rates or released value) inconsistent with the terms of this Agreement shall be ineffective. 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.

C. **LOSS & DAMAGE CLAIMS:**

(i) CARRIER shall comply with 49 C.F.R. §370.1 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 any cause shall be determined under the Carmack Amendment, 49 U.S.C. §14706; and

(iii) Special Damages: CARRIER's indemnification liability (Par 1.H) for freight loss and damage claims under this sub par 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 of CARRIER under Subp. (ii) above.

(iv) Except as provided in Par 1.E above, neither Party shall be liable to the other for consequential damages without prior written notification of the risk of 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 a settlement offer in writing on all cargo loss or damage claims within 90 days of receipt of the claim. Failure of CARRIER to pay, decline or offer settlement within this 90 day period shall be deemed admission by CARRIER of full liability for the amount claimed and a material breach of this Agreement.

(vi) CARRIER's liability for cargo damage, loss, or theft from any cause for any one shipment, under Subp. ii above shall not exceed \$100,000.00 unless CARRIER is notified by BROKER or Shipper of the increased value prior to shipment pick up, and or value contained in BROKER'S Load Confirmation Sheet(s).

(vii) Claims may be filed by BROKER or Shipper with CARRIER; and

(viii) BROKER'S customer is a third party beneficiary of this Agreement.

(ix) CARRIER agrees to the following terms and conditions when transporting refrigerated commodities, human and animal foods and other shipments which may be subject to adulteration in transit. CARRIER warrants that it is in compliance with and will abide by the requirements and delegable duties set forth in the Food Safety Modernization Act including but not limited to:

1. The design and maintenance of transportation equipment necessary to ensure that food does not become unsafe.
2. Transportation operations – the maintenance of adequate temperature control, the separation of products to prevent contamination, etc.
3. The proper training of all Provider personnel in sanitary transportation practices and the documentation of such training.
4. The maintenance of written records and procedures and retention of records as required by the FSMA rules.



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Furthermore, CARRIER agrees to comply with all delegable duties permitted under the Act as well as shipper or BROKER requirements as set forth by the shipper or BROKER in writing as part of the load confirmation process or as set forth on the bill of lading at time of pickup. CARRIER further agrees to ensure its trailer equipment is inspected and certified by the shipper as fit to load at point of origin, shall properly pulp shipments if required to do so, shall maintain seal integrity during transit, and evidence of temperature in transit.

In the event of a rejected delivery, CARRIER shall immediately contact BROKER, shall note the extent of any damage, and shall thereafter maintain temperature awaiting BROKER'S direction for redelivery, inspection and salvage. To the extent that CARRIER fails to comply with its duties under the Act, CARRIER agrees to indemnify, defend and hold harmless BROKER as set forth in Paragraph 11 of the Agreement.

D. INSURANCE: CARRIER shall furnish BROKER with Certificate(s) of Insurance, or insurance policies providing thirty (30) days advance written notice of cancellation or termination, and unless otherwise agreed, subject to the following minimum limits:

- (i) General liability \$1,000,000.00;
- (ii) Motor Vehicle (including hired and non-owned vehicles) \$1,000,000.00,
(\$5,000,000 if transporting hazardous materials including environmental damages due to release or discharge of hazardous substances);
- (iii) Cargo Damage/Loss, \$100,000.00;
- (iv) 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 or limit CARRIER'S 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 of its freight charges from BROKER.

F. CARRIER assumes full responsibility and liability for payment of the following items: All applicable federal, state, and local payroll taxes, taxes for unemployment insurance, old age pensions, workers' compensation, social security, with respect to persons engaged in the performance of its transportation services hereunder. BROKER shall not be liable for any of the payroll-related tax obligations specified above and CARRIER shall indemnify, defend, and hold BROKER harmless from any claim or liability imposed or asserted against BROKER for any such obligations.

G. CARRIER waives any rights under title 49 section 371.3 for any prior, current and future loads hauled for KHEIRON LOGISTICS LLC of the US DEPT OF TRANSPORTATION FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION - SMALL ENTITY COMPLIANCE GUIDE FOR BROKER OPERATIONS.

4. MISCELLANEOUS:

A. INDEPENDENT CONTRACTOR: The relationship of the Parties to each other shall at all times be that of independent contractors. None of the terms of this Agreement, or any act or omission of either Party shall be construed for any purpose to express or imply a joint venture, partnership, principal/agent, fiduciary, or employer/employee relationship between the Parties. Each Party shall provide sole supervisions and shall have exclusive control over the actions and operations of its employees, and agents used to perform its services hereunder. Neither Party has any right to control, discipline or direct the performance of any employees, or agents of the other Party. Neither Party shall represent to any party that it is anything other than an independent contractor in its relationship to the other Party.

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.



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D. DISPUTES: The Parties shall use reasonable commercial efforts to resolve by mutual agreement any and all disputes arising out of or relating to this Agreement and agree to use their best efforts and act under an obligation of good faith to resolve any disputes in a mutually satisfactory manner during the dispute resolution process. In the event that the dispute arising out of this Agreement is not resolved within thirty (30) days of becoming aware of the dispute, the Party's sole recourse (except as provided below) shall be to arbitration, including but not limited to Federal or State statutory claims. Proceedings shall be conducted under the rules of the: American Arbitration Association (AAA), Transportation ADR Council, Inc. (ADR), DRC (Fruit and Vegetable Dispute Resolution Corp) for fresh produce related claims, upon mutual agreement of the Parties, or if no agreement, then at BROKER's sole discretion. Arbitration proceedings shall be started within six (6) 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 AAA, ADR, or DRC. The decision of the arbitrators shall be binding and final and the award of the arbitrator may be entered as judgment in any court of competent jurisdiction. The rationale and reasoning of the decision of the arbitrator(s) shall be fully explained in a written opinion. The prevailing party shall be entitled to recovery of costs, expenses and reasonable attorney fees as well as those incurred in 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 DRC nearest to SAN JOSE, CA, or such other place as mutually agreed upon in writing, or by conference call or video conferencing upon agreement of the Parties, or as directed by the acting arbitration association. Provided, however, either Party may apply to a court of competent jurisdiction for injunctive relief. Unless preempted or controlled by federal transportation law and regulations, the laws of the State of CALIFORNIA shall be controlling notwithstanding applicable conflicts of laws rules. The arbitration provisions of this paragraph shall not apply to enforcement of the award of arbitration.

(i) Subject to the time limitation set forth in Subp. D above, for disputes where the amount in controversy exceeds \$5,000.00, BROKER shall have the right, but not the obligation, to select litigation in order to resolve any disputes arising hereunder. In the event of litigation, the prevailing Party shall be entitled to recover costs, expenses and reasonable attorney fees, including but not limited to any incurred on appeals.

(ii) Subject to the time limitation set forth in Subp. D above, for disputes where the amount in controversy does not exceed \$5,000.00, BROKER shall have the right, but not the obligation, to select litigation in small claims court order to resolve any disputes arising hereunder. The prevailing Party shall be entitled to recover costs, expenses and reasonable attorney fees, including but not limited to any incurred on appeals.

(iii) Any and all lawsuits shall be filed in a court of competent jurisdiction in Santa Clara County, California.

E. NO BACK SOLICITATION:

(i) CARRIER shall not solicit freight shipments from any customer of BROKER, when the availability of such shipments first became known to CARRIER as a result of BROKER's efforts. Unless otherwise agreed in writing, CARRIER shall not knowingly solicit freight shipments (or accept shipments) for a period of twelve (12) month(s) following termination of this agreement for any reason, from any shipper, consignor, consignee, or other customer of BROKER, when such shipments of shipper customers were first tendered to CARRIER by BROKER.

(ii) In the event of breach of this provision, BROKER shall be entitled, for a period of twelve (12) months following delivery of the last shipment transported by CARRIER under this Agreement, to a commission of twenty percent (20%) of the gross transportation revenue (as evidenced by freight bills) received by CARRIER for the transportation of said freight as liquidated damages. Additionally, BROKER may seek injunctive relief and in the event it is successful, CARRIER shall be liable for all costs and expenses incurred by BROKER, including, but not limited to, reasonable attorney's fees.

F. WAIVER OF CARRIER'S LIEN: CARRIER shall not withhold any goods of any Customer on account of any dispute as to rates or any alleged failure to receive payment of freight charges incurred under this Agreement.

G. 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 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 non-prevailing Party shall be liable for all costs and expenses incurred, including but not limited to reasonable attorney's fees.

H. The limitations of liability for cargo loss and damage as well as other liabilities, arising out of the transportation of



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shipments, which originate outside the United States of America, may be subject to the laws of the country of origin.

I. MODIFICATION OF AGREEMENT: This Agreement and Exhibits et seq. attached may not be amended, except by mutual written agreement, or the procedures set forth above (Pars 2.B and 2.C).

J. 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, or by email with electronic receipt.

(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.

K. 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.

L. SEVERANCE / SURVIVAL: In the event that the operation of any portion of this Agreement results in a violation of any law, or any provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the Parties agree that such portion or provision of the agreement shall be severable and that the remaining provisions of the Agreement shall continue in full force and effect. The representations and obligations of the parties shall survive the termination of this Agreement for any reasons.

M. COUNTERPARTS: This Agreement may be executed in any number of counterparts each of which shall be deemed to be a duplicate original hereof.

N. CONSENT: The Parties to this Agreement are authorized to fax or electronically communicate to each other shipments availability, equipment and rate promotions, or any advertisements of new services.

O. FORCE MAJEURE. In the event that either Party is prevented from performing its obligations under this Agreement because of an occurrence beyond its control and arising without its fault or negligence, including without limitation to, war, riots, rebellion, acts of God, acts of lawful authorities, fire, strikes, lockouts or other labor disputes, such failures to perform (except for any payments due hereunder) shall be excused for the duration of such occurrence, provided that the Party so prevented uses its best effort to perform under this agreement and provided further, that such Party provide reasonable notice to the other party of such inability to perform. Economic hardships, including, but not limited to, recession and depression, shall not constitute Force Majeure events.

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

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

(BROKER): _____

(CARRIER):* _____

AUTHORIZED SIGNATURE: _____

AUTHORIZED SIGNATURE:* _____

PRINTED NAME: _____

PRINTED NAME:* _____

TITLE: _____

TITLE:* _____

COMPANY ADDRESS: _____

COMPANY ADDRESS:* _____

PHONE #: _____

PHONE #:* _____

FAX#: _____

FAX#:* _____

EMAIL ADDRESS: _____

EMAIL ADDRESS:* _____



Broker Initials: _____

Carrier Initials: * _____ 6



INVOICING PROCEDURE

****ALL POD'S MUST BE FAXED WITHIN 48 HOURS OF DELIVERY TO 1-888-600-5719 or
Emailed to Billing@KheironLogistics.com ****

REMIT ALL INVOICES TO:

**KHEIRON LOGISTICS LLC
99 S. ALMADEN BLVD. SUITE 600
SAN JOSE CA 95113**

Required Documentation:

- 1. Correct and Completed Invoice**
- 2. Signed Bill of lading and or Proof of Delivery and lumper receipt (If applicable)**
- 3. Signed Kheiron Logistics' Confirmation Sheet**
- 4. Kheiron Logistics' Reference # on Invoice**
- 5. All Gate-In and Gate-Out Interchanges (If applicable)**

Original Paperwork:

**Please note KHERION LOGISTICS may require original paperwork for certain customers.
KHEIRON LOGISTICS requires original paperwork for all quick pay options.**

Advances:

**All com checks given to Carrier requires a \$25 com check fee per every \$1,001. \$50 fee per every \$1,001-\$2,001.
\$75 fee per every \$2,001 and above.**

Please sign your acknowledgement below

Signature: _____

Name: _____

Title: _____

Date: _____



PAYMENT AUTHORIZATION FORM

IMPORTANT:

1. All payments are made once we receive the ORIGINAL bills. Therefore, you must mail them to us.
2. If you do not select a payment method on your Rate Confirmation, you will automatically be selected to receive our standard payment of 30 Days after receiving your invoice, paid by check.
3. Quick Pay method of payment is subject to availability and presented to you on a per load basis. You must indicate on Rate Confirmation if you will select one of the available Quick Pay options.
4. If you are using a factoring company for your loads please submit your notice of assignment.

For ACH deposit please provide banking information and a VOIDED CHECK:

Bank Name: _____ Bank Phone: _____

ABA Number: _____ Account Number: _____

Company Name: _____ MC#: _____

I hereby agree that all future invoices will be paid to the undersigned via the above method once invoice and ORIGINAL BOL/POD are received. The undersigned agrees to accept these payments as payment in full and not come back to Kheiron Logistics for payment of fees and discounts incurred on Quick Pay payments. I hereby acknowledge that I am authorized to sign company documents for the above named company.

Signature: _____ Date: _____

Printed Name: _____ Title: _____

I authorize Kheiron Logistics to deposit payment for services rendered or goods provided directly into my account at the financial institution listed above. If Kheiron Logistics erroneously deposits funds into said account, I authorize Kheiron Logistics and the financial institution to initiate the necessary transaction(s) necessary to correct the error. This authorization will remain in effect until Kheiron Logistics has received written notification from me of its termination and Kheiron Logistics has had reasonable opportunity to act upon it.

Authorized by(Signature): _____

Printed Name: _____



Insurance Request Form

TO: _____
Carrier's Insurance Agent

Insured: _____
Carrier's Company Name/ Insured's Name

RE: Certificate of Insurance

Dear Insurance Agent:

This fax is to request a signed Certificate of Insurance on the above named insured. The certificate should list the Carrier's coverage for cargo & auto liability. The certificate requires the following information:

1. Auto Liability: \$1,000,000 Minimum coverage
2. Cargo Liability: \$100,000 Minimum coverage
3. The following listed as **CERTIFICATE HOLDER** or **ADDITIONAL INSURED** with a **30-day cancellation notice**:

KHEIRON LOGISTICS LLC
99. S ALMADEN BLVD. SUITE 600
SAN JOSE CA 95113

**Please fax back the signed certificate to 1-888-600-5917 or email to
Barbara@KheironLogistics.com **

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.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead 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 Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>	
	5 Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the 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. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
or	
Employer identification number	

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.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



Workman's Compensation Certificate of Election

CERTIFICATION

This is to certify that the CARRIER named below has elected to not cover its owners, partners or officers under the workers' compensation laws of the State of _____. The firm named below certifies that it has no employees. The firm named below certifies that it uses no independent contractors. Based upon the election not to cover owners, partners or officers, the fact there are no other employees and that no independent contractors are used, a workers' compensation policy is not purchased.

AGREEMENT

The firm named below promises, in consideration for work received from KHEIRON LOGISTICS LLC, that if the owners, partners or officers choose to change their election, if any employee is hired or if any independent contractor is used, then a certificate of insurance evidencing workers' compensation coverage will be furnished prior to the commencement of any work. By signing below you agree to hold harmless and indemnify KHEIRON LOGISTICS LLC and any affiliates against any award by a Worker's Compensation Court, or similar administrative body or court of law. This agreement becomes effective on the date printed below.

CARRIER:

Carrier Name: _____

MC Number: _____

Printed Name: _____

Signature: _____

Title: _____

Date: _____



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

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

SERVICE DATE

June 24, 2024

**LICENSE
MC-1646766-B**

U.S. DOT No. 4249103
KHEIRON LOGISTICS LLC
D/B/A KHEIRON LOGISTICS
SAN JOSE, CA

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

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

A handwritten signature in blue ink that reads "Jeffrey L. Secrist".

Jeffrey L. Secrist, Division Chief
Office of Registration

BPO

06/05/2024

KHEIRON LOGISTICS LLC

99 South Almaden Boulevard
San Jose, CA 95113

R.E: Freight Broker Bond #L341374-2197

To Whom It May Concern:

The purpose of this letter is to provide you with the details for the current and active \$75,000.00 BMC-84 Freight Broker Surety Bond for KHEIRON LOGISTICS LLC with the FMCSA:

Bond Number:	L341374-2197
Bond Effective Date:	06/05/2024
Bond Expiration Date:	06/05/2025
Surety Carrier:	Lexington National Insurance Corporation

FMCSA Bonds are filed electronically by our company and done so automatically. Filing can be verified online by visiting:

https://li-public.fmcsa.dot.gov/LIVIEW/pkg_carrquery.prc_carrlist

Should you have any questions, please do not hesitate to contact our office by emailing freight@jetsurety.com or calling (855) 470-3773.

Thank you,

A handwritten signature in black ink, appearing to be 'JP' followed by a long horizontal line.

Joseph Pappalardo
Head of Freight Surety
freight@jetsurety.com

**Proof of Insurance and contingent
cargo policy attached**

