

A LITTLE ABOUT YOU....

COSO Logistics Carrier Sign Up

Company Name: _____

Full Name: _____

Phone Number: _____

Email: _____

Billing Address: _____

County: _____

MC/DOT Number: _____

Number of Trucks: _____

Type of Trailers: _____

REQUIRED PAPERWORK

Please submit a W-9 & a Voided Check

Please submit COI with the following as the certificate holder:

COSO Logistics
PO Box 508
Mokena, IL 60448

COI MUST be emailed directly from your agent

Voided check MUST be submitted for ACH payments

INVOICE & PAYMENT INFORMATION

COSO Logistics

PreCheck

Please ensure the following are submitted before submitting invoices for payment:

- ☒ Signed Carrier Agreement
- ☒ Certificate of Insurance
- ☒ W9/EIN
- ☒ Company Sign-Up Information
- ☒ ACH Information (Optional)

(Voided Check Needed for ACH)

Submitting Invoices

Please ensure the following are included before submitting for payment:

- ☒ Job Number
- ☒ Clear & Legible Bill of Lading
- ☒ Clear & Legible Origin Ticket
- ☒ Clear & Legible Destination Ticket
- ☒ Invoice (Optional)

PAYMENT SCHEDULE & TERMS

Electronic Submission

Please Email:
Accountspayable@cosologistics.com

Physical Submission

COSO Logistics
PO Box 508
Mokena, IL 60448

Vendor/Supplier ACH

Funds Transfer Authorization Agreement for Direct Payments

Company Name		Tax ID/SS#	
Billing Address		City	
State	Zip	Ph	
Contact Name		Email	

_____ (“Supplier”) does hereby authorize COSO Logistics to initiate credit and/or debit entries to Supplier’s Bank account indicated below for payment/refund of any debt incurred for purchase of product in accordance with established terms, and does further authorize the depository institution named below to credit/debit such entries to the Supplier’s account:

Bank Information

This bank information is ☐ NEW or ☐ REVISED (please select one)

Name of Bank	Branch		
Bank Contact	Ph		
Address	City	State	Zip
Routing & Transit #	Account #		

Please attach a voided check from the Account so we may verify the Bank’s ABA number for automatic deposit/withdrawal processing.

Neither party shall be liable to the other for any failures or errors beyond its reasonable control including without limitation, mechanical, electronic, or communications failures or errors. Neither party shall be liable to the other for any special incidental, exemplary or consequential damages arising from or as a result of any delay, omission, error or failure in the electronic transfer of funds. This authority shall remain in effect until terminated upon 30 days written notice by either Customer or COSO Logistics. Notice of the termination shall in no way affect credit/debit entries initiated prior to actual receipt of notice.

You agree your electronic signature is the legal equivalent of your manual signature on this Agreement.

Authorized this _____ day of _____, 20____

Signature

Title

After completing this form, please return to COSO Logistics by email.

COSO LOGISTICS, LLC — CARRIER AGREEMENT

Rev. 7.5.26

This Carrier Agreement (this “Agreement”) is entered into as of _____, 2026, by and between **COSO Logistics, LLC**, an Illinois limited liability company with its principal place of business at PO Box 508, Mokena, IL 60448 (“COSO” or “Broker”), and _____ (“Carrier”).

WHEREAS, COSO is a property broker duly registered with the FMCSA, arranging for the transportation of freight tendered by its customers (“Shippers”) using authorized motor carriers;

WHEREAS, Carrier is a motor carrier holding valid operating authority to transport property in interstate and/or intrastate commerce for compensation, evidence of which is attached as Appendix C;

WHEREAS, “Shipper” refers to COSO’s customer for a given shipment, including without limitation the consignor, consignee, or receiver of the freight;

NOW, THEREFORE, in consideration of the mutual promises herein, the parties agree as follows:

1. CARRIER REPRESENTATIONS AND WARRANTIES

Carrier represents and warrants that it:

A. Is a duly authorized motor carrier operating under its own valid FMCSA operating authority, and is not operating under an “Unsatisfactory” safety rating issued by the FMCSA or any state regulatory authority. Carrier shall notify COSO in writing immediately if its safety rating is downgraded to “Conditional” or “Unsatisfactory.”

B. Shall transport all freight tendered hereunder solely under its own operating authority, in full compliance with this Agreement.

C. Understands that any insertion of COSO’s name on a bill of lading by a Shipper is for the Shipper’s administrative convenience only and does not alter Carrier’s or COSO’s status as defined herein.

D. Shall not assign, interline, subcontract, or double-broker any shipment tendered under this Agreement without COSO’s prior express written consent (see Section 9, No Double Brokering).

E. Is, and shall remain throughout the term of this Agreement, in full compliance with all applicable federal, state, and local laws governing its operations, including without limitation: hazardous materials transportation and driver training; security and customs regulations; owner-operator lease regulations; cargo loading and securement requirements; driver qualification, controlled substance, and hours-of-service regulations; equipment safety and maintenance standards; and all sanitation, temperature-control, and contamination-prevention requirements applicable to the transportation of food, feed, and agricultural products.

F. Shall notify COSO immediately, in writing, if: its operating authority is suspended, revoked, or otherwise impaired; it undergoes a sale or change of ownership or control; or any insurance required under this Agreement is terminated, cancelled, suspended, revoked, or threatened to be so.

G. Shall defend, indemnify, and hold harmless COSO and its Shipper customers from any claims, actions, or damages arising out of Carrier’s performance under this Agreement, including cargo loss, damage, theft, delay, property damage, and personal injury or death, except to the extent caused by COSO’s own negligence. This obligation includes all costs of defense as incurred.

H. Authorizes COSO to invoice Shippers, consignees, or other responsible third parties for freight charges related to shipments performed by Carrier hereunder.

I. Has evaluated and accepts COSO’s creditworthiness and agrees to extend the payment terms set forth in Section 4 below.

2. COSO RESPONSIBILITIES

A. Shipments. COSO may, at its sole discretion, tender freight opportunities to Carrier. This Agreement does not guarantee Carrier any minimum volume, number of loads, or frequency of tenders. For each shipment tendered and accepted, COSO shall provide origin and destination information and any special handling or equipment requirements of which COSO has been timely notified. Each accepted shipment shall be governed by a Load Confirmation issued under Section 3.

B. Billing. COSO shall be solely responsible for invoicing Shippers for freight charges. Carrier shall invoice

COSO in accordance with the rate and terms set forth in the applicable Load Confirmation.

C. Rate Changes. Rates are established per shipment via Load Confirmation. Any modification to a rate, or any accessorial charge, is valid only if agreed in a signed writing (including email) by both parties, or where COSO has paid an invoiced rate without objection, which shall constitute written confirmation of that rate for that shipment only.

D. Notice. COSO shall notify Carrier promptly if COSO's own operating authority, if applicable, or bond status is impaired in any way affecting this Agreement.

3. LOAD CONFIRMATIONS

A. Each shipment tendered by COSO to Carrier shall be documented by a Load Confirmation, which shall specify the rate, origin, destination, commodity, equipment requirements, and any load-specific terms.

B. The Load Confirmation for a given shipment governs the terms of that specific shipment and controls over this Agreement in the event of a direct conflict as to that shipment. All terms of this Agreement not addressed in a Load Confirmation remain in full force and apply to that shipment.

C. No signature is required for a Load Confirmation to be binding. Carrier's acceptance of the shipment, dispatch of a driver, pickup of the freight, or performance of any service related to the shipment constitutes Carrier's binding acceptance of the Load Confirmation and this Agreement, to the same effect as a signed original.

4. PAYMENT TERMS

A. Carrier is not entitled to payment until it has submitted complete, compliant documentation for the shipment, including at minimum: signed Proof of Delivery, Carrier invoice, the applicable Load Confirmation, all origin and destination scale tickets or equivalent, clean washout receipts where applicable, and any other documents reasonably requested by COSO.

B. COSO shall pay Carrier's invoice within **fifteen (15) business days** of COSO's receipt of complete, compliant documentation.

C. Where Carrier has assigned payment to a factoring company under a valid Notice of Assignment, COSO shall pay the factoring company within **thirty (30) days** of COSO's receipt of complete, compliant documentation, subject to Section 10 (Factoring).

D. COSO's obligation to pay Carrier is expressly conditioned on Carrier's compliance with this Agreement and the applicable Load Confirmation. Late or incomplete documentation delays payment accordingly and does not accrue interest or penalty against COSO.

E. Carrier waives any requirement under applicable statute or regulation that COSO maintain a trust account or otherwise hold funds in trust for Carrier's benefit.

F. COSO's sole payment obligation runs to Carrier (or its factoring company, per Section 10). Carrier shall have no recourse against, and shall not invoice, demand payment from, or contact any Shipper, consignee, or other COSO customer regarding payment for any shipment performed under this Agreement.

5. EQUIPMENT; TRAILER CONDITION; FOOD AND FEED SAFETY

A. Equipment. Carrier shall provide suitable, properly maintained equipment and qualified personnel for each shipment. Carrier shall not tender equipment previously used to transport hazardous waste (solid or liquid) for any shipment of food, feed, or agricultural commodities.

B. Trailer Condition Warranty. Carrier warrants that any trailer or equipment tendered for a shipment is clean, dry, odor-free, leak-proof, free of prior cargo residue, insects, pests, and chemical contamination, and suitable in all respects for the commodity being transported.

C. Washout Requirement. Where a shipment requires a washout, Carrier must obtain a dated washout receipt prior to loading and produce it to COSO upon request. Loading without a required washout receipt constitutes a material breach of this Agreement.

D. Prior Cargo Disclosure. Upon request, Carrier shall disclose the last three commodities transported in the tendered trailer. Transporting food-grade or feed-grade product after a prohibited prior cargo — including without limitation treated seed, fertilizer, hazardous chemicals, or waste — without a documented washout renders Carrier fully liable under Section 6.

E. Food and Feed Safety Compliance. Carrier represents and warrants that it complies with the FDA Sanitary

Transportation of Human and Animal Food rule (21 C.F.R. Part 1, Subpart O) and all other applicable food and feed safety laws with respect to equipment condition, sanitation, and its transportation practices generally.

6. CARGO RESPONSIBILITY; LOSS AND DAMAGE CLAIMS

A. Carrier shall issue a bill of lading for property received for transportation hereunder. Carrier becomes fully responsible for the freight upon taking possession, regardless of whether a bill of lading has been issued or signed, and remains so responsible until the consignee acknowledges delivery. Failure to issue or sign a bill of lading does not relieve Carrier of liability.

B. Carrier assumes full and sole responsibility for cargo in its possession, including proper loading, securement, trailer condition, and delivery. COSO disclaims all liability for cargo loss, damage, contamination, commingling, delay, spoilage, theft, or rejection arising from Carrier's equipment, handling, or performance, including without limitation losses caused by dirty trailers, missing or improper washouts, prior cargo residue, mechanical failure, or negligent handling.

C. If cargo is rejected at destination due to trailer condition, contamination, commingling, odor, or moisture attributable to Carrier's equipment or handling, Carrier shall be liable for the full invoice value of the cargo, all disposal or return freight charges, and any consignee or facility charges resulting from the rejection.

D. Cargo claims are governed by the Carmack Amendment, 49 U.S.C. § 14706, and 49 C.F.R. § 370.1 et seq., as applicable. Carrier shall pay, decline, or make a written settlement offer on any cargo claim within sixty (60) days of receipt. Failure to do so within that period constitutes Carrier's admission of full liability for the amount claimed and a material breach of this Agreement.

E. Legal fees incurred by COSO in connection with a cargo claim arising from Carrier's breach constitute recoverable special damages under Carrier's indemnification obligation in Section 8.

7. INSURANCE

Carrier shall maintain, and furnish COSO with certificates evidencing, the following minimum coverage, with thirty (30) days' advance written notice to COSO of cancellation or material change:

- **Commercial Auto Liability** (including hired and non-owned vehicles): \$1,000,000 combined single limit; \$2,000,000 if transporting hazardous materials.
- **Motor Truck Cargo:** \$100,000 minimum, with no exclusion applicable to the commodities Carrier transports for COSO, including no exclusion for contamination, spoilage, or commingling of bulk agricultural commodities.
- **Workers' Compensation:** as required by applicable law.

Coverage shall otherwise meet or exceed FMCSA minimum requirements. No deductible or exclusion in Carrier's policy shall limit Carrier's liability to COSO under this Agreement.

8. INDEMNIFICATION

Carrier shall defend, indemnify, and hold harmless COSO, its Shippers, consignees, and affiliates from any and all claims, liability, loss, cost, or expense (including reasonable attorney's fees) arising out of Carrier's performance, non-performance, conduct, equipment, personnel, negligence, or breach of this Agreement or any applicable law. COSO shall not be liable to Carrier for any claim, action, or damage arising from the negligence of Carrier or any Shipper.

9. NO DOUBLE BROKERING

Carrier shall not assign, interline, co-broker, or subcontract any shipment tendered under this Agreement without COSO's prior express written consent. A breach of this Section constitutes a material breach of this Agreement, resulting in: (i) immediate forfeiture of all compensation for the affected shipment; (ii) full liability for any resulting claims, losses, or damages, including those caused by any third party to whom the shipment was unlawfully tendered; and (iii) full indemnification of COSO for all resulting damages. In the event of a breach of this Section, COSO may, at its option, pay any amount owed directly to the carrier that actually performed the shipment, and such payment shall fully discharge COSO's payment obligation to Carrier.

10. FACTORING

Carrier may assign its right to payment under this Agreement to a factoring company by providing COSO a valid Notice of Assignment. Any such factoring company takes its assignment subject to all terms of this Agreement and the applicable Load Confirmation, including COSO's setoff rights under Section 11 and the documentation requirements of Section 4. COSO's acknowledgment of a Notice of Assignment does not constitute acceptance of the factoring company's own terms or a waiver of any COSO right, including offset.

11. SETOFF

COSO may deduct, offset, or charge back any claim, loss, damage, fine, chargeback, or amount owed by Carrier under this Agreement or any Load Confirmation — arising from this or any other shipment — against any payment otherwise due to Carrier or its factoring company on this or any other shipment.

12. NO LIEN ON CARGO

Carrier waives any lien on, and any right to withhold, retain, or refuse to deliver, cargo or related freight in connection with any payment dispute or any other dispute arising under this Agreement. Carrier shall deliver all freight as dispatched regardless of any pending dispute, which shall be resolved exclusively through the remedies provided in this Agreement.

13. LEGAL WEIGHTS

Carrier is solely responsible for ensuring that each loaded vehicle complies with all applicable federal, state, and local axle and gross vehicle weight requirements, regardless of how the vehicle was loaded by Shipper or any third party, and shall bear all fines, penalties, and related costs arising from any overweight or equipment violation.

14. INDEPENDENT CONTRACTOR; NON-EXCLUSIVITY

A. Carrier is an independent contractor. No employment, agency, or joint venture relationship is created or intended by this Agreement. COSO exercises no control over the manner or method of Carrier's operations, including routing.

B. This Agreement is non-exclusive. Either party may enter into similar agreements with other carriers, brokers, or freight forwarders.

15. NO BACK-SOLICITATION

A. For a period of forty-eight (48) months following termination of this Agreement, Carrier shall not knowingly solicit or accept freight, directly or indirectly, from any Shipper, consignee, or other COSO customer first made known to Carrier through COSO.

B. In the event of a breach of this Section, COSO shall be entitled, for forty-eight (48) months following the last shipment transported by Carrier under this Agreement, to liquidated damages equal to twenty percent (20%) of the gross transportation revenue received by Carrier from the solicited business, in addition to injunctive relief and recovery of costs and reasonable attorney's fees if COSO prevails in enforcing this Section.

16. CONFIDENTIALITY

The parties shall treat as confidential all financial and business information exchanged in connection with this Agreement, including rates, revenue, volume requirements, and Shipper-specific information, and shall not disclose or use such information other than as necessary to perform this Agreement, without the other party's prior written consent. A breach of this Section is grounds for injunctive relief in addition to any other available remedy, and the prevailing party in any action to enforce this Section is entitled to recover its costs and reasonable attorney's fees.

17. CARRIER CLAIMS; LIMITATION PERIOD

Any claim by Carrier for compensation beyond the rate stated in the applicable Load Confirmation is waived unless submitted to COSO in writing within thirty (30) days of delivery. Any civil action by Carrier or its assignee

arising out of this Agreement or any shipment performed hereunder must be commenced within one (1) year of the delivery date giving rise to the claim, or be forever barred.

18. TERM; TERMINATION

This Agreement is effective as of the date first written above and continues for one (1) year, automatically renewing for successive one-year terms unless terminated by either party, with or without cause, upon thirty (30) days' written notice. Termination does not affect either party's obligations with respect to shipments in progress or performed prior to the effective date of termination, nor any right or obligation that by its terms survives termination (including without limitation Sections 6, 8, 9, 11, 12, 15, 16, and 17).

19. GOVERNING LAW; VENUE

This Agreement is governed by the laws of the State of Illinois, without regard to conflict-of-law principles. Venue for any dispute arising out of or relating to this Agreement or any shipment performed hereunder shall lie exclusively in the state or federal courts located in Will County, Illinois, and each party consents to the personal jurisdiction of such courts. The prevailing party in any action arising under this Agreement is entitled to recover its costs, expenses, and reasonable attorney's fees.

20. GENERAL PROVISIONS

A. No Waiver. Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of that provision or of any subsequent breach.

B. Severability; Survival. If any provision of this Agreement is held invalid or unenforceable, that provision shall be enforced to the maximum extent permitted, and all other provisions remain in full force and effect. The representations, rights, and obligations of the parties that by their nature should survive termination shall survive termination of this Agreement for any reason.

C. Modification. This Agreement may be amended only by mutual written agreement, or as expressly provided in Section 2.C, or by COSO's publication of a subsequent numbered revision of this Agreement in accordance with Section 21 below.

D. Notices. All notices under this Agreement shall be in writing and delivered by email (with confirmation of receipt), or by mail to the addresses set forth herein, unless a party notifies the other in writing of a change of address. Each party shall promptly notify the other of any third-party claim arising out of performance under this Agreement.

E. Counterparts; Electronic Signature. This Agreement may be executed in counterparts, and an electronic or scanned signature has the same effect as an original.

F. Entire Agreement. This Agreement, together with all Load Confirmations issued hereunder, constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior or contemporaneous oral or written agreements on that subject matter.

21. REVISIONS; VERSION CONTROL

COSO may from time to time publish a revised version of this Agreement, identified by a new revision date, at shipcoso.com. COSO will provide Carrier with reasonable advance notice (not less than thirty (30) days) of any material revision, by email to Carrier's contact of record. Any shipment tendered on or after the effective date of a revised Agreement is governed by that revised Agreement; Carrier's acceptance, dispatch, or performance of any such shipment constitutes Carrier's acceptance of the then-current revision. This Agreement, Rev. 7.5.26, supersedes all prior versions of COSO's Carrier Agreement for any shipment tendered on or after July 5, 2026.

IN WITNESS WHEREOF, the parties agree to be bound by this Agreement as reflected in the signature page that follows.

Carrier Acceptance & E-Signature

COSO Carrier Agreement — Rev. 7.5.26

Complete the fields below on your phone or tablet. No printing or wet signature required.
Typing your name in the Signature field below is your legally binding electronic signature,
with the same effect as a signed original, per Section 3(C) and Section 20(E) of the Agreement.

Carrier Company Name

MC / DOT Number

Authorized Representative — Printed Name

Title

Date

Electronic Signature

Type your full legal name — this serves as your binding signature

I have read and agree to be bound by the COSO Carrier Agreement, Rev. 7.5.26,
and all Load Confirmations issued to Carrier by COSO Logistics, LLC.