

New Carrier Packet

The Match Maker, Inc

Address: P.O. Box 13259 | Florence, SC 29504 Mailing: 2736 TV Road | Florence, SC 29501

Email: Support@MHMK.com

Web: MHMK.com

Phone: (800) 226 - 3696 Fax: (877) 236 - 8985





REQUIRED FORMS FOR CARRIER AUTHORIZATION

In order to get set up as an approved Carrier for The Match Maker, Inc., please complete and return the following documents to us. Thank you.

Required Forms Carrier Profile Broker-Carrier Agreement IRS Form W-9 Certificate of Cargo, Liability and Worker's Comp Insurance listing The Match Maker, Inc. as the Certificate Holder (Issued by your insurance company) Carrier Operating Authority (Issued by the FMCSA)

Optional Forms

- Quick Pay Agreement
- Match Factors Factoring Program

Please fax the following documents to The Match Maker, Inc. at (877) 236-8985 or email them to Support@MHMK.com.

If you have any questions, please contact The Match Maker, Inc. at (843) 665-4968 or your authorized broker/agent.

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CARRIER PROFILE FORM

To assist us in the set-up of your account for payment please take a few minutes to complete the form below. A copy of your *Operating Authority, COI with The Match Maker, Inc. as the holder, W-9 form,* and *Match Maker Broker-Carrier Agreement* must also be attached to this form to ensure that your account is set-up accurately.

Company Legal Name:					
Doing Business As:					
Physical Address:					
City:	State:		Zip Code:		
Mailing Address:					
City:	State	:	Zip Co	ode:	_
Phone:	one: Fax:		_ E	Email:	
Accounts Receivable Cont Dispatch Contact Name &					
Telephone Num	•				
Business Type:	Individual/Sole Proprie Corporation	tor	Partnershi Limited Lia	ip ability Compa	ny (LLC)
MC/FF#:	Author	rity Type:	Contrac	t	Common
EIN#:			Broker F	-reight	Forwarder
# of Tractors:	# of Trailers:	Van	Flatb	ed	Reefer
Would you like	Transportation Fa	Transportation Factoring		Truck Insurance	
additional info on:	Licensing/Permitti (permits, BOC-3, a IFTA, etc)	_	,		

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BROKER - CARRIER AGREEMENT

This Agreement is entered into this day of	, 20, by and betwe	een The Match Maker, Inc. ("BROKER"), a
Registered Property Broker, Lic. No. MC- <u>161546</u> , and		, a Registered
Motor Carrier, Permit No. MC	& Certificate No. DOT-	("CARRIER"); collectively,
the "Parties". ("Registered" means operated under aut	hority issued by the Federal Motor	Carrier Safety Administration (or its
predecessors) within the U.S. Department of Transport	ation).	

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. Will not re-broker, co-broker, subcontract, assign, interline, or transfer the transportation of shipments hereunder to any other persons or entity conducting business under a different operating authority, 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 Par 1.H, CARRIER will be liable for consequential damages for violation of this provision.
- 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, cancelled, 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 its 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. 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". Authorizes BROKER to invoice CARRIER's freight charges to shipper, consignee, or third parties responsible for payment.
- J. 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 (ARB) TRU ACTM 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 BROKERS customer because of CARRIER's use of non-compliant equipment.

2. BROKER RESPONSIBILITIES:

- A. <u>SHIPMENTS, BILLING & RATES</u>: BROKER shall offer CARRIER at least one (1) load/shipment annually. BROKER shall inform CARRIER of (i) place of origin and destination of all shipments; 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. 3C(vi) below, of which BROKER has been timely notified.
- B. BROKER agrees to conduct all billing services to shippers, consignees, or other party 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. <u>RATES</u>: 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. <u>PAYMENT</u>: 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 thirty (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. If BROKER has not paid CARRIER's invoice as agreed, and CARRIER has complied with the terms of this Agreement, CARRIER may seek payment from the Shipper or other party responsible for payment after giving BROKER fourteen (14) days (business days) advance written notice. CARRIER shall not seek payment from Shipper, consignees, or third parties, if they can prove payment to BROKER.
- E. <u>BOND</u>: BROKER shall maintain a surety bond /trust fund as agreed to in the amount of \$75,000 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 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, cancelled, 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. <u>CARRIER RESPONSIBILITIES</u>:

A. <u>EQUIPMENT</u>: 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. <u>BILLS OF LADING</u>: 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 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 settlement offer in writing on all cargo loss or damage claims within twenty (20) days of receipt of the claim. Failure of CARRIER to pay, decline or offer settlement within this twenty (20) 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 unless CARRIER is notified by BROKER or Shipper of the increased value three (3)-days prior to shipment pick up.
- D. <u>INSURANCE</u>: 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: General liability \$1,000,000.00; 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); cargo damage/loss, \$100,000.00; 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. <u>ASSIGNMENT OF RIGHTS</u>: 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.

4. MISCELLANEOUS:

A. <u>INDEPENDENT CONTRACTOR</u>: It is understood and agreed that the relationship between BROKER and CARRIER is that of independent contractor. 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, employer/employee relationship between the Parties. CARRIER shall provide the sole supervision and shall have exclusive control over the operations of its employees, contractors, subcontractors, agents, as well as all vehicles and equipment used to perform its transportation services hereunder. BROKER has no right to discipline or direct the performance of any driver and/or employees, contractors, subcontractors, or agents of CARRIER. CARRIER represents and agrees that at no time and for no purpose shall it represent to any party that it is anything other than an independent contractor in its relationship to BROKER.



B. <u>NON-EXCLUSIVE AGREEMENT</u>: 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. <u>DISPUTES</u>: 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 ADR Council, Inc. (ADR), upon mutual agreement of the Parties, or if no agreement, then 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 ADR. 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 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 ADR nearest to Florence, SC, 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 <u>South Carolina</u> 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 \$75,000, 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) Venue, controlling law, and jurisdiction in any legal proceedings under Subps. i or ii above shall be in the State of <u>South</u> Carolina.

E. NO BACK SOLICITATION:

- (i) Unless otherwise agreed in writing, CARRIER shall not knowingly solicit freight shipments (or accept shipments) for a period of six (6) 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. (OPTIONAL)
- (ii) In the event of breach of this provision, BROKER shall be entitled, for a period of six (6) months following delivery of the last shipment transported by CARRIER under this Agreement, to a commission of fifty percent (50%) 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. 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 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. <u>MODIFICATION OF AGREEMENT</u>: This Agreement and any Exhibits <u>et. seq</u>. attached may not be amended, except by mutual written agreement, or the procedures set forth above (Pars 2.B and 2.C).
- 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.
- J. <u>CONTRACT TERM</u>: 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. <u>SEVERANCE: SURVIVAL</u>: 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. <u>COUNTERPARTS</u>: This Agreement may be executed in any number of counterparts each of which shall be deemed to be a duplicate original hereof.
- M. <u>FAX CONSENT</u>: The Parties to this Agreement are authorized to 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. <u>FORCE MAJEURE</u>. 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, 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. Economic hardships, including, but not limited to, recession and depression, shall not constitute Force Majeure events.
- O. <u>ENTIRE AGREEMENT</u>: 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.

Broker:	The Match Maker, Inc.	Carrier Legal Name:
Printed Name:	Eric Belk	Printed Name:
Signature:	Scie BOL	Authorized Signature:
Title:	President	Title:
Date:	2-13-15	Date:
		Phone: Fax:





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.

Befor	е ус	bu begin. For guidance related to the purpose of Form W-9, see Purpose of Form, below.		•	
	1	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the o entity's name on line 2.)	wner's name on line	1, and enter the business/disregarded	
	2	Business name/disregarded entity name, if different from above.			
Print or type. See Specific Instructions on page 3.				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) (Applies to accounts maintained outside the United States.)	
See	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)			
Pai	tΙ	Taxpayer Identification Number (TIN)			
Enter	vou	r TIN in the appropriate box. The TIN provided must match the name given on line 1 to av-	oid Social se	curity number	
backı reside	ip w ent a	ithholding. For individuals, this is generally your social security number (SSN). However, follien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other is your employer identification number (EIN). If you do not have a number, see <i>How to ge</i>	or a		
TIN, I			or		
Note:	If +k	ne account is in more than one name, see the instructions for line 1. See also What Name		ridentification number	
		o Give the Requester for guidelines on whose number to enter.	and	-	
Par	t II	Certification			
Unde	r pe	nalties of perjury, I certify that:			
2. I ar Sei	n no vice	mber shown on this form is my correct taxpayer identification number (or I am waiting for of subject to backup withholding because (a) I am exempt from backup withholding, or (b) (IRS) that I am subject to backup withholding as a result of a failure to report all interest of the subject to backup withholding; and	I have not been n	otified by the Internal Revenue	
		U.S. citizen or other U.S. person (defined below); and			
4. The	• FA	TCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reportin	g 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.

General Instructions

Signature of

U.S. person

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

Sign

Here

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

Date



Quick Pay Agreement

The Match Maker, Inc.'s standard payment terms for carriers are twenty to twenty-five (20-25) days from receipt in our corporate office of the carrier's invoice, bills of lading, and any load receipts associated with the shipment. Although we pay our invoices in less than 30-days, we have established a 24-hour "Quick Pay" policy for carriers desiring a faster payment option

Terms and Conditions

Payment will be made within one (1) day from receipt of the required documents for a five percent (5%) fee of the total amount due to the carrier.

This agreement will be effective for all invoices received by the date set forth below or until cancelled in writing by either party, The Match Maker or Carrier.

Exceptions – This agreement will be suspending if there is a possible claim on a load. The fee will be waived if the Investigation is not completed within this time period. This agreement will be reinstated after all issues have been resolved.

This agreement automatically becomes **null and void** or cancelled upon receipt of notification that a Carrier's invoices have been factored or assigned to another party.

	By checking this box, I decline to	use the Quick Pay feature
Carrier Legal Name:		
Motor Carrier #:		
Carrier dba Name:		
Mailing Address		
Signed:		
Name & Title:		
Date:		
Delivery Method:	Regular Check (normal delivery)	Wire Transfer (contact corporate office, add'l \$15 processing fee)
	ACH Direct Deposit (contact corporate office, add'l \$5 processing fee)	Comcheck (contact corporate office, add'l \$10 processing fee)

Please fax the following documents to The Match Maker, Inc. at (877) 817-5313 or email them to Support@MHMK.com. If you have any questions, please contact The Match Maker, Inc. at (800) 226-3696 or your authorized broker/agent.

The Match Maker, Inc

Address: P.O. Box 13259 | Florence, SC 29504 Mailing: 2736 TV Road | Florence, SC 29501

Email: Support@MHMK.com

Web: MHMK.com



Phone: (800) 226 - 3696

Fax: (877) 817 - 5313



Match Factors FAQ



Why Match Factors?

Highest Advance Rates in the industry for smaller and medium-sized companies!

Same Day Funding

within 24 hours of receipt of your invoices through your preferred payment method.

Simple and Easy Program with no setup fees, no volume requirements, no time commitments.

Award-Winning
Customer Service and
an experienced team
that lets you focus on
business.

Free Fuel Cards gives you significant fuel discounts at all major truck stops.

Pre-Approved Trailer Leases with guaranteed lease approvals and low down payments.

Plus Many More Perks that are available to you with our program!

1. What is Match Factors?

Match Factors, Inc. is our "sister" company that provides simple transportation factoring solutions to motor carriers in the continental United States.

2. What is Factoring?

Factoring is the purchase of your accounts receivables at a discount. Similar to "Quick Pay," you can immediately get paid on your invoice by selling your accounts receivables to a Factor for a small discount, instead of having to wait the 30-90 days for payment from your customer.

3. How much does Factoring cost?

Match Factors offers 4% and lower factoring rates.

4. I want to get Quick Paid; do I have to Factor with Match Factors?

No, factoring with Match Factor is an optional service. You can still receive "Quick Pay" on the loads you haul with The Match Maker, Inc. However, if you would like us to "Quick Pay" on loads hauled with other brokers and shippers, you'll need to factor with Match Factors.

5. What are some other benefits of factoring with Match Factors?

Factoring with Match Factors provides a number of benefits to you, including but not limited to:

- Immediate Payment on your Invoices
- A/R Management
- Customer Credit Checks
- Simple, Personal Service
- Fuel Card
- And More!

6. How do I get set-up with Match Factors?

To join our program, you just need to submit a simple application. To request an application, please contact us toll-free at (800) 738-9591 or visit us online at MatchFactors.com.

7. Does The Match Maker provide any other transportation services?

Yes, through our other "sister" companies, we can provide you with licensing/permitting (including BOC-3, UCR, USDOT, Intra- and Interstate Authority, IFTA) and insurance services. Each of our "sister" companies include:

- Match Factors, Inc. (MatchFactors.com)
- Logistec/TTS Resident Agents Service, Inc. (OperatingAuthority.com)
- Truck Insurance, Inc. (TruckInsuranceInc.net)

The Match Maker, Inc

Address: P.O. Box 13259 | Florence, SC 29504 Mailing: 2736 TV Road | Florence, SC 29501

Email: Support@MHMK.com

Web: MHMK.com



Phone: (800) 226 - 3696

Fax: (877) 817 - 5313

FEDERAL HIGHWAY ADMINISTRATION

LICENSE

No. MC-161546 SUN BELT LINE, INC. D/B/A THE MATCH MAKER FLORENCE, SC

REENTITLED

THE MATCH MAKER, INC.

This License is evidence of the applicant's authority to engage in operations as a broker.

This authority will become effective only when applicant has met the compliance requirements pertaining to insurance coverage for the protection of the public (49 CFR 1043) and designation of agents upon whom process may be served (49 CFR 1044). Applicant shall also render reasonably continuous and adequate service under this authority. 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 will be, attached to this privilege.

Any duplication in this authority and rights currently held does not confer more than one operating right.

The service to be performed is described on the reverse side of this document and will be valid as long as the applicant maintains compliance with the above requirements.

Decided: Jan 07, 1999

By the Motor Carrier Board.

Thomas T. Vining, Chief Licensing and Insurance Division

To operate as a <u>broker of general commodities</u> (except household goods), between points in the United States, except Alaska and Hawaii.

Bond Number: 13248

Approved by OMB

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. It is estimated than an average of 10 minutes per response is required to complete this collection of information. This estimate includes time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Comments concerning the accuracy of this burden estimate or suggestions for reducing this burden should be directed to the Federal Highway Administration, 400 7th St., SW, Washington, D.C. 20590.

	(10/98)	2125-0570
	Filer FHWA ACCOUNT NO 28318	License No. MC- 161546
	PROPERTY BROKER'	'S SURETY BOND UNDER 49 U.S.C. 13906
	KNOW ALL MEN BY THESE PRESENTS, That we_	The Match Maker, Inc. (Name of Property Broker)
	of 2736 TV Road, (Street)	Florence, SC, 29504 (City) (State) (21P Code)
	as PRINCIPAL (hereinafter called Principal), and	Southwest Marine and General Insurance Company a corporation,
	or a Risk Retention Group established under the Liabili	lity Risk Retention Act of 1986, Pub. L. 99-563, created and
	existing under the laws of the State of	Arizona (hereinafter called Surety) are held and
		sum of \$75,000, for which payment, well and truly to be made, we bind ourselves and assigns, jointly and severally, firmly by these presents.
	regulations of the Federal Highway Administration rela and has elected to file with the Federal Highway Admin	come a Broker pursuant to the provisions of Title 49 U.S.C. 13903, and the rules an ating to insurance or other security for the protection of motor carriers and shippers inistration such a bond as will ensure financial responsibility and the supplying of 995 in accordance with contracts, agreements, or arrangements therefore, and
	vehicle with 49 U.S.C. 13906(b), and the rules and regu	compliance by the Principal as a licensed Property Broker of Transportation by motor gulations of the Federal Highway Administration, relating to insurance or other ers, and shall inure to the benefit of any and all motor carriers or shippers to whom ges herein described.
NOW, THEREFORE, the condition of this obligation is such that if the Principal shall pay or cause to be paid to motor carriers or shippers by motor vehicle any sum or sums for which the Principal may be held legally liable by reason of the Principal's failure faithfully to perform, fulfill and carry out all contracts, agreements, and arrangements made by the Principal while this bond is in effect to the supplying of transportation subject to the ICC Termination Act of 1995 under license issued to the Principal by the Federal Highway Administration, then this obligation shall be void, otherwise to remain in full force and effect.		
	payment or payments shall amount in the aggregate to the	arged by any payment or succession of payments hereunder, unless and until such the penalty of the bond, but in no event shall the Surety's obligation hereunder to furnish written notice to the Federal Highway Administration forthwith of all suit Surety under this bond.
	cancel this bond by written notice to the Federal Highwa	October , 2012 , 12:01 a.m., standard time at the address of the ntil terminated as hereinafter provided. The principal or the Surety may at any time way Administration at its office in Washington, D.C., such cancellation to become tice by the FHWA on the prescribed Form BMC-36, Notice of Cancellation Motor

The receipt of this filing by the FHWA certifies that a broker Surety Bond has been issued by the company identified above, and that such company is qualified to make this filing under Section 387.315 of Title 49 of the Code of Federal Regulations,

Carrier and Broker Surety Bond. The Surety shall not be liable hereunder for the payment of any damages hereinbefore described which arise as the result of any contracts, agreements, undertakings or arrangements made by the Principal for supplying of transportation after the termination of this bond as herein provided, but such termination shall not affect the liability of the Surety hereunder for the payment of any such damages arising as the result of contracts, agreements, or arrangements made by the Principal for the supplying for transportation

prior to the date such termination becomes effective.

IN WITNESS WHEREOF, the said Principal and Surety have executed this instrument on the 19th day

of October 2012

SURETY

PRINCIPAL

Name: Southwest Marine and General Insurance (

Name The Match Maker, Inc.

By

Lisa Gelsomino, Attorney-in-Fact

Witness

Witness

Witness

Witness

Falsification of this document can result in criminal penalties prescribed under 18 U.S.C. 1001.