

10. INDEPENDENT BROKER MARKETPLACE ADDENDUM

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This Addendum supplements and is incorporated into the Registered User Agreement at

<https://tardigradeexchange.com/legal/registered-user-agreement> It applies to the Independent Broker activity described below. "Tardigrade" means Tardigrade Transportation LLC dba Tardigrade Freight Exchange, operator of Tardigrade Freight Exchange (the "Exchange"). Capitalized terms not defined here have the meanings stated in the User Agreement. This Addendum applies to an independent property broker using the Exchange.

10.1 Required status

Broker represents and warrants that it holds active property-broker authority in the legal or registered assumed name used on the Platform; maintains an effective BMC-84 surety bond or BMC-85 trust in the federally required amount; maintains a BOC-3; is not suspended, revoked, or subject to an undisclosed imminent cancellation; and will comply with 49 C.F.R. Part 371 and other applicable law. Broker must immediately report authority, bond or trust, ownership, insurance, fraud, or enforcement changes. The federally required \$75,000 instrument is a surety bond or trust fund, not ordinary liability insurance.

10.2 Broker of record

For each independent-broker award, Broker is the sole broker of record and is responsible for its shipper contract, carrier selection, rate confirmation, regulatory records, carrier payment, cargo-claim administration, and legal compliance. Broker may not represent that Tardigrade is the broker of record, motor carrier, guarantor, or payer.

10.3 Carrier selection and no double brokering

Broker will tender freight only to an authorized and qualified motor carrier under a written broker-carrier agreement. Broker will independently verify current authority, identity, insurance, equipment, safety information, and fraud indicators. Broker will not tender to another broker, allow unauthorized re-brokering, use a carrier's identity without permission, or conceal the actual transporting carrier.

10.4 Bids and awards

A bid must include the material rate and service assumptions and remain open for any stated acceptance period. Broker must promptly confirm or reject an award. Once confirmed and the Platform transaction confirmation is generated, Broker owes the disclosed success fee even if Broker later cancels, unless cancellation results solely from a documented shipper material misrepresentation or Tardigrade error.

10.5 Payments and records

Broker invoices and collects from Shipper and pays its carrier. Tardigrade has no responsibility for either payment. Broker will maintain legally required transaction records and provide the parties access required by 49 C.F.R. § 371.3. Broker will not waive or obstruct a protected right to review a transaction record.

10.6 Insurance

Broker will maintain any professional, errors-and-omissions, contingent cargo, cyber, or general liability coverage shown in its profile and will not misstate scope. Such insurance is not a substitute for the BMC-84/BMC-85 financial-security requirement.

10.7 Indemnity

Broker will defend and indemnify Tardigrade from third-party claims arising from Broker's brokerage, carrier selection, payment failure, unauthorized tender, cargo-claim handling, regulatory violation, misrepresentation, negligence, or breach. Tardigrade must give prompt notice and reasonable cooperation. Broker may not settle a claim by admitting fault by Tardigrade or imposing a nonmonetary obligation without Tardigrade's consent. Tardigrade may participate with counsel at its own expense.

10.8 Document Relationship

If this Addendum conflicts with the Registered User Agreement, this Addendum controls for Independent Broker marketplace use; otherwise, the User Agreement applies.

10.9 Operator and Contact

Operator: Tardigrade Transportation LLC dba Tardigrade Freight Exchange | Platform: Tardigrade Freight Exchange
Address: 1001 Altamesa Blvd., #60007, Fort Worth, Texas 76115 Email:
Management@TardigradeLogisticServices.com | Business phone: 866-791-0397

Document: <https://tardigradeexchange.com/legal/independent-broker-marketplace-addendum>

Legal document hub: <https://tardigradeexchange.com/legal>