

11. CARRIER 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 Carrier 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 a motor carrier participating in the Exchange. An Exchange carrier receives assignments from the applicable independent broker; it does not contract with the Exchange as broker of record. Loads tendered by Tardigrade Logistics under Managed Brokerage are governed by the Managed Brokerage Broker-Carrier Agreement.

11.1 Authority and operation

Carrier represents that it is an authorized motor carrier, not a broker, for each accepted load; will transport under its own operating authority; will use properly qualified drivers and safe equipment; and will comply with safety, hours, weight, routing, hazardous-material, employment, tax, and other applicable requirements. Carrier may not re-broker, subcontract, interline, assign, or otherwise transfer a load without the broker of record's prior written authorization and all required legal authority. Unauthorized transfer is a material breach and grounds for immediate suspension.

11.2 Insurance

Unless the broker's rate confirmation requires higher or specialized limits, Carrier must maintain:

- \$1,000,000 commercial auto liability combined single limit;
- cargo coverage of at least \$100,000 or the declared load value when higher;
- commercial general liability of \$1,000,000 per occurrence and \$2,000,000 aggregate;
- workers' compensation at statutory limits where required and \$1,000,000 employer's liability;
- an appropriate occupational-accident alternative for qualifying owner-operators without employees; and
- federally required \$1,000,000 or \$5,000,000 public liability for applicable hazardous materials, plus pollution, reefer-breakdown, or other coverage when the load requires it. Carrier must provide certificates and endorsements upon request and notify the broker and Tardigrade promptly of cancellation, reduction, exclusion, lapse, or material restriction. Certificates do not guarantee coverage.

11.3 Performance and safety

Carrier will inspect equipment, cargo securement, count and condition when responsible, and immediately report exceptions. Carrier controls its drivers, routes, and safe operation. No Platform message requires a violation of law. Carrier will report accident, theft, seal discrepancy, delay, temperature deviation, cargo damage, law-enforcement contact, and delivery exception promptly.

11.4 Payment

The independent broker of record, not Tardigrade, is responsible for Carrier payment under their agreement. Carrier must submit invoices and required documents directly as instructed by that broker. A Platform status is not a payment guarantee.

11.5 Cargo and records

Carrier will issue or accept a bill of lading or receipt, preserve POD and cargo records, and cooperate with timely claims. Nothing in this Addendum shortens a minimum claim or suit period imposed by applicable federal law.

11.6 Indemnity

Carrier will defend, indemnify, and hold harmless Tardigrade and its personnel from third-party claims, damages, penalties, and reasonable costs, but only to the extent caused by Carrier's transportation, equipment, drivers, cargo custody, accidents, employment obligations, insurance failure, unauthorized transfer, violation of law, breach, negligence, or willful misconduct.

Carrier has no obligation to defend or indemnify Tardigrade or another person to the extent a claim or loss results from that person's own wrongful or negligent act or omission, gross negligence, or willful misconduct. Tardigrade must give prompt notice and reasonable cooperation. Carrier 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.

Texas Transportation Code Section 623.0155 and other applicable nonwaivable federal and state law control.

Notwithstanding Section 2.15 of the Registered User Agreement, this Section exclusively governs Carrier's indemnity obligations arising from transportation under this Addendum.

11.7 Document Relationship

If this Addendum conflicts with the Registered User Agreement, this Addendum controls for Carrier marketplace use; otherwise, the User Agreement applies. Managed Brokerage loads are governed by the Managed Brokerage Broker-Carrier Agreement.

11.8 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/carrier-marketplace-addendum>

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