



2626 1st Ave. South | P.O. Box 818 | Fort Dodge, IA 50501

FARMER FOCUSED. MEMBER DRIVEN.

Dear Valued Service Provider,

The following are documents that NEW Cooperative requires of all vendors to complete before services are rendered. Please return all requested documents via mail, e-mail, or drop-off the originals as soon as possible.

- **Signed Independent Contractor Agreement (ICA)**
(Please return all pages of the contract)
- **Consent to Use of Subcontractor (applicable only if IC is subbing out to 3rd parties)**
(Please return all pages of the contract)
- **Signed Equipment Lease/ Use Agreement, if applicable**
(Please return all pages of the contract)
- **Certificate of Insurance in Compliance with the ICA Addendum**
- **Request for Taxpayer Identification Number and Certification (W-9)**
- **Current copy of CDL's for all individuals operating under your authority (front & back copies)**
- **Completed EULA (This will allow your agent to submit Certificates Electronically to NEW)**
- **Transportation ACH Direct Payment Form**
- **IOWA ONLY:**
 - **Please provide copy of State of Iowa "Rejection or Non-Election of Workers Compensation or Employers' Liability Coverage" form which is on file at the State of Iowa.**
 - **Proprietor, Limited Liability Company Member, Limited Liability Partner, or Partner (Form 14- 0175)**
 - **Corporation (Form 14-0061)**

NEW Cooperative's Insurance requirements are attached for you as the Contractor and an additional copy to be provided to your insurance agent. If you need further assistance or have any questions, please contact Jennifer Allen at 515-200-5142 or jallen@newcoop.com

Independent Contractor Insurance Requirements for Transportation

#1 – General Liability

- ❖ 30-day advance notice of cancellation
- ❖ Coverage must be placed with an insurance company with a current minimum A.M. Best Rating of A-, VII or better
 - General Liability:
 - \$1M per Occurrence, \$2M Aggregate
 - \$1M Personal & Advertising Injury Liability
 - \$2M Products & Completed Operations
 - Additional Insured per ISO CG2010 AND CG2037 (or equivalent)
 - Primary & Non-Contributory
 - Waiver of Subrogation
 - Auto Liability
 - \$1M Combined Single Limit
 - Owned (if applicable), Hired & Non-Owned auto coverage.
 - Designed/Additional Insured per ISO CA2048 (or equivalent)
 - Waiver of Subrogation
 - Workers' Compensation
 - State Statutory Limits
 - \$100,000 Each Accident – Bodily Injury by Accident
 - \$500,000 Policy Limit – Bodily Injury by Disease
 - \$100,000 Each Employee – Bodily Injury by Disease
 - Waiver of Subrogation
 - If Workers' Compensation is not purchased, proof of non-election (Iowa only – form attached)
 - Umbrella
 - \$1M Per Occurrence & Aggregate
 - Umbrella follows form to General Liability, Auto Liability, and Employer's Liability

#2 – Non-Hazardous Transportation

- \$20,000 Motor Truck Cargo Legal Liability

#3 - Hazardous Transportation

- General Liability: MCS90
- Umbrella: MCS90*(if applicable, equal to the required minimum limits of financial liability)

INDEPENDENT CONTRACTOR AGREEMENT FOR TRUCKING SERVICES

THE PARTIES:

NEW Cooperative, Inc. ["NEW Coop"]
2626 1st Avenue South
Fort Dodge, IA 50501

_____ ["Contractor"]

Print full legal name (individual or entity)

Address

Cell Phone

SSN or EIN (MUST MATCH OWNERSHIP OF EQUIPMENT)

For the consideration set forth herein, the Parties agree as follows:

1. SERVICES.

NEW Coop hereby retains Contractor to haul the following items [each a "Product"]:

- | | |
|---|---|
| <input type="checkbox"/> feed ingredients | <input type="checkbox"/> fertilizer (non-hazardous) |
| <input type="checkbox"/> finished feed | <input type="checkbox"/> grain |
| <input type="checkbox"/> Fertilizer (Hazardous) | <input type="checkbox"/> Refined Fuel |
| | <input type="checkbox"/> Propane |

2. EQUIPMENT.

- a. Contractor shall provide its own: Semi-Tractor; and
 its own trailer; or will Lease NEW Coop trailer
- b. Contractor's Semi-Tractor shall be properly licensed and capable of pulling a
___ gallon(s) or ___ ton(s) capacity trailer for the transfer of the above-
identified Product from NEW Coop's facilities to various customer locations.
- c. Contractor's trailer shall have the following specifications:

- d. If Contractor is leasing its trailer from NEW Coop check here and attach
executed Lease Agreement.

[Hereinafter, the term "Equipment" shall be used to refer to all trailers and Semi-
Tractors used by Contractor in carrying out the services hereunder, whether owned by
NEW Coop or by Contractor.]

3. OPERATING REQUIREMENTS.

- a. Contractor, including every person operating the Equipment for or under the
direction of Contractor, whether as an employee, subcontractor, agent, or
otherwise (hereinafter an "Agent") shall be required to always have a valid
CDL with the _____ following _____ endorsements:

In addition, prior to operating the Equipment, all persons operating the Equipment
must provide NEW Coop with the following:

- Current driver's license. Contractor's execution of this Agreement constitutes an irrevocable consent for NEW Coop to obtain Motor Vehicle Reports for Contractor and all persons operating the Equipment.
 - Current medical card (if applicable)
 - A Certificate of Insurance confirming the coverages required under the attached Schedule A.
- b. Contractor shall be solely responsible to keep the Equipment clean and in good working order in compliance with all applicable state and federal requirements. Contractor shall also be solely responsible for all fuel, licensing, tires and other operating and maintenance expenses related to the Equipment, whether owned by Contractor or NEW Coop.
- c. NEW Coop shall provide all necessary licenses for its trailers. Trailers provided by NEW Coop shall be specifically assigned to the Contractor, and the Contractor will use only that trailer unless it is out-of-service – in which case NEW Coop will specify a replacement.
4. OPERATING EXPENSES. Contractor agrees to be responsible for, and shall pay, all costs of operation for the Equipment, which shall include but not be limited to the following: (a) maintenance, repairs, fuels, lubricants, tires, etc.; (b) licenses and registration fees (except for Equipment owned by NEW Coop); (c) wages or other remuneration of operators, drivers and helpers; (d) worker's compensation, unemployment insurance, social security or other similar taxes, insurance or benefits on the operator, drivers and helpers and in connection therewith Contractor shall make all payroll, tax or other deductions required by any applicable law or regulation; (e) premiums for bodily injury and property damage liability insurance on the Equipment in amounts required under Paragraph 13; (f) payments for injury or damages to the operators, drivers and helpers and to the Equipment whether the same occur while the Equipment is being operated in the service of NEW Coop or otherwise; (g) premiums for insurance coverage for collision, fire, theft or other occurrence or catastrophe; (h) claims for damage to cargo or property caused by the fault or neglect of Contractor, including any deductible amounts which are not covered by NEW Coop's cargo insurance; (i) damages to NEW Coop's Equipment or facilities caused by the fault or neglect of Contractor, including any deductible amounts which are not covered by NEW Coop's property damage insurance; (j) fines and penalties arising out of the use of the Equipment when the violations result from the acts or omissions of the Contractor; (k) certified physician's certificate issued by a qualified physician showing that all drivers are qualified under applicable laws; (l) NEW Coop's cost of furnishing substitute equipment in the event of an accident or breakdown involving the Equipment, and the cost of storage of the cargo, if necessary.

In the event NEW Coop pays any of Contractor's aforesaid costs of operations, such payments shall be considered an advance to Contractor and NEW Coop is authorized to deduct the full amount of the advances from any monies due or becoming due to Contractor.

5. ORDERS/DELIVERY INSTRUCTIONS. NEW Coop shall provide Contractor with instructions identifying the specific type and quantity of Product to be delivered hereunder, the NEW Coop facility of origin, and delivery instructions. Contractor shall then promptly pick up and deliver all the Product to NEW Coop's customer. Contractor shall not make delivery arrangements directly with a customer. NEW Coop will provide forms for Contractor to keep record of all deliveries made hereunder.
6. WORK SCHEDULE/HOURS OF SERVICE: Contractor shall be responsible to provide all equipment and labor necessary to properly complete the Work without additional compensation from NEW Coop. Upon accepting a delivery order, NEW Coop will rely upon Contractor and his Agents to put in such number of hours as is reasonably necessary to fulfill the obligations required to complete the delivery.

Contractor is not obligated to take any Product loads under this Agreement. Contractor further acknowledges that NEW Coop is not guaranteeing Contractor any fixed or minimum number of loads to be delivered hereunder, and all loads shall be directed to Contractor at the sole discretion of NEW Coop.

7. PAYMENT PROCEDURE:
 - a. Compensation. NEW Coop will pay Contractor for its services according to rates established based on the load type and distance. The initial rate will be determined and agreed to upon the execution of this Agreement. (Initial rate = \$_____). The rate is subject to change by NEW Coop at any time by NEW Coop, and any such changes will be promptly communicated to Contractor.
 - b. Weekly Log Sheet. Upon request, Contractor shall provide weekly log sheets to NEW Coop on Monday of each week (on forms to be supplied by NEW Coop) detailing the deliveries for the preceding week.
 - c. Payment. NEW Coop shall pay to Contractor by each Friday the amount due for the preceding week's deliveries based on the weekly log sheets.
 - d. Reports. Contractor, when requested by NEW Coop, shall provide written reports detailing the services rendered hereunder.
 - e. Expenses. NEW Coop shall not be liable to Contractor for any expenses paid or incurred by Contractor in carrying out his duties hereunder, unless otherwise agreed to in writing.
8. TAX OBLIGATIONS AND LIABILITIES. Contractor understands that it is responsible to pay its own income taxes for all amounts paid to Contractor hereunder. Contractor understands and agrees that NEW Coop will not withhold nor pay any employment taxes (FICA/Social Security Taxes; Federal and State Income Taxes; Federal and State Unemployment Taxes) for Contractor or Agents with respect to the amounts paid to Contractor hereunder. NEW Coop will not provide Contractor or its

Agents with any health and accident insurance, life insurance or other insurance, or any other fringe benefits such as paid vacation.

9. WORKERS' COMPENSATION AND TAXES.

- a. Contractor agrees to assume responsibility for and to purchase, maintain, and keep in force Workers' Compensation and employer's liability insurance at its own expense, for his own benefit and that of drivers and/or helpers employed by him, in such scope, amount, and form of coverage as is satisfactory to NEW Coop and to provide NEW Coop with evidence of said protection. Pertinent information concerning the insurance is set forth on Scheduled A, attached hereto.
- b. Contractor agrees to indemnify, defend and hold NEW Coop harmless from any and all claims, suits or other liability arising out of, based upon or incurred because of Contractor's failure to keep in force Workers' Compensation and employer's liability insurance. The term Agent when used herein includes drivers, escorts, flagmen, helpers, or any other employees required by Contractor to perform the services covered by this Agreement. In no event shall NEW Coop be held responsible for any liability of Contractor arising under any Workers' Compensation Act or employer's liability law.

10. COMPLIANCE WITH LAWS AND POLICIES.

- a. Contractor and its Agents shall comply with all federal, state and local laws and regulations in the performance of the services provided for in this Agreement, including specifically all rules and regulations applicable to the ownership and operation of the Equipment.
- b. Contractor and its Agents shall observe all policies of NEW Coop that affect the services rendered hereunder, which policies NEW Coop shall communicate to Contractor.
- c. Contractor shall also be responsible to observe any biosecurity policies of NEW Coop or its customers in effect at the delivery sites, which may include truck washing and the use of protective shoes and clothing. NEW Coop will notify Contractor of such policies.
- d. Contractor shall immediately report any accidents which involve services being rendered under this Agreement.

11. CONFIDENTIAL MATTERS AND PROPRIETARY INFORMATION. Contractor recognizes that during the course of performing services for NEW Coop, it may acquire knowledge of confidential business information or trade secrets. Contractor agrees to keep all such confidential information in a secure place and not to publish, communicate, use, or disclose, directly or indirectly, for its own benefit or for the benefit of another, either during or after the term of this Agreement, any such confidential business information or trade secrets. Upon termination or expiration of this Agreement, Contractor shall deliver any sales data, customer lists, notes, other records, data and information and all other documents it may have acquired during the performance of this Agreement (and all copies thereof) to NEW Coop. Such material shall remain the property of NEW Coop. Contractor agrees to make its Agents aware of this paragraph 10, which shall be binding on such Agents to the same extent as Contractor. This obligation of confidence shall not apply to

information that (a) is available to Contractor from third parties on an unrestricted basis; or (b) is disclosed by NEW Coop to others on an unrestricted basis.

12. OTHER CONTRACT SERVICES; CONFLICTS OF INTEREST. Contractor and its Agents may perform delivery and trucking and hauling services for other parties during the term of this Agreement; PROVIDED, NEW Coop-owned Equipment shall not be used by Contractor for such purposes; AND FURTHER PROVIDED that if Contractor elects to use Contractor's own Equipment to provide trucking services for any other competitor or supplier of NEW Coop, NEW Coop shall have the right to immediately terminate this Agreement.

13. INSURANCE. Contractor shall at all times maintain in force the insurance coverages set forth on attached Schedule A, with a carrier or carriers acceptable to NEW Coop.

ALL SUCH INSURANCE POLICIES SHALL NAME NEW COOPERATIVE, INC. AS AN ADDITIONAL INSURED.

- Within five (5) days of the date of execution of this Agreement and no less than every twelve (12) months during the term of this Agreement, Contractor shall provide NEW Coop with certificates of insurance for the required coverages under Schedule A, together with certificates or receipts showing that the insurance policies are in force and fully paid.

14. TERM OF AGREEMENT/TERMINATION. This Agreement shall be effective when signed by Contractor and shall continue in effect for an initial term of twelve (12) months. Thereafter, this Agreement shall automatically continue in effect for additional 12-month terms unless and until terminated by either party upon thirty (30) days' written notice. PROVIDED, this Agreement may be terminated immediately by NEW Coop for cause (including but not limited to misconduct or breach of any provision herein by Contractor or its Agents). All indemnification provisions herein shall survive termination of this Agreement.

15. RELATIONSHIP OF THE PARTIES.

a.) This Agreement does not create any form of partnership, joint venture, or other legal relationship other than Contractor as an independent contractor. Contractor shall not act as an agent of NEW Coop or bind NEW Coop in any manner.

b.) This Agreement provides for the performance services of Contractor and its Agents strictly on an independent contractor basis, and neither Contractor nor any Agents of Contractor providing assistance with the services shall be considered an employee of NEW Coop for any purpose. Contractor hereby waives any claim of right to receive any benefits as an employee of NEW Coop. This waiver is effective independently of Contractor's employment status as may be adjudged for any purpose.

16. INDEMNIFICATION.

Contractor agrees to indemnify, defend and hold NEW Coop harmless from any and all claims, suits, losses, fines, damages, or liability arising out of; (i) a breach by

contractor of any term hereunder; or (ii) based upon or arising from the injury or death of any person or persons, including Agents, or damage to property, including the Equipment, or loss of or damage to cargo sustained or alleged to have been sustained by reason of any act or omission, or alleged act or omission on the part of NEW Coop or Contractor or its Agents, arising out of the use of the Equipment – other than to the extent such act or omission is attributable to the negligence of NEW Coop. This indemnification shall include any actions brought by any regulatory agency or other parties alleging any violation of law by NEW Coop resulting from this Agreement. Contractor also agrees to indemnify, defend and hold NEW Coop harmless from all legal fees and expenses which may be incurred by NEW Coop in connection with the defense of any claims, etc. arising under this Agreement. NEW Coop may withhold payment of any and all sums due to Contractor, to the extent of such loss, damage, liability, suits, fines or claims, which amounts shall then be deducted for the satisfaction thereof.

17. MISCELLANEOUS PROVISIONS.

- a. Assignability. This Agreement shall not be subcontracted, transferred or assigned, in whole or in part, by Contractor without the prior written consent of NEW Coop, which consent may be withheld at NEW Coop's sole discretion. Nor shall Contractor sublease any Equipment to another party for use under this Agreement without NEW Coop's consent.
- b. Applicability to Agents. Any reference to "Contractor" hereunder shall be deemed to apply with equal affect to any Agent of Contractor, and Contractor shall be responsible to ensure that its Agents are familiar with the terms of this Agreement.
- c. Choice of Law. Any dispute under this Agreement or related to this Agreement, shall be decided in accordance with the laws of the State of Iowa, and jurisdiction and venue shall be exclusively in the District Court in and for Webster County, Iowa.
- d. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- e. Entire Agreement. This Agreement supersedes all prior or written agreements, if any, between the parties and constitutes the entire agreement between the parties. The Agreement cannot be changed or modified orally. This Agreement may be supplemented, amended, or revised only by a written document signed by all parties.

NEW Cooperative, Inc.

Contractor

Date

(print title if not sole proprietorship)

Date

CONSENT TO USE OF SUBCONTRACTOR

To: (insert name of General Contractor and any other identifiers)

Subcontractor: (full legal name)

(EIN)

(Address)

(Address)

(Phone)

NEW Cooperative, Inc. hereby approves the retention of the above-named Subcontractor to perform _____ as your Subcontractor upon the following conditions:

- 1.) Subcontractor has liability insurance to respond in the event his conduct in providing the above work results in any claim, loss, liability, or damage of any kind against NEW Cooperative.
- 2.) Subcontractor is fully licensed to operate the equipment necessary to perform the work and is otherwise competent to operate same.
- 3.) Subcontractor is familiar with the terms and conditions of your Independent Contractor Agreement, and agrees to be bound by the terms thereof, including all NEW Cooperative policies and procedures.
- 4.) Contractor represents and warrants that the above conditions are true and correct and will remain so for so long as Contractor uses Subcontractor to perform work for NEW Cooperative; and Contractor agrees to indemnify and hold NEW Cooperative and its employees, and Board Members from any claim, loss, liability, or damage arising from Subcontractor's conduct in performing work for Contractor or in the event of a breach of any representation or warranty by Contractor in this consent.

NEW Cooperative, Inc. reserves the right to rescind and cancel this Consent at any time for any reason and will provide Contractor 24 hours' notice of such cancellation, in which event Contractor shall immediately cease the use of Subcontractor to perform services for NEW Cooperative.

NEW COOPERATIVE, INC.

Contractor

By: _____

By: _____

(Print name and title)

(Print name and title)

Date: _____

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: Independent Contractor Insurance Company
INSURED: Independent Contractor
CONTACT NAME, PHONE, FAX, E-MAIL ADDRESS
INSURER(S) AFFORDING COVERAGE: INSURER A: A.M. Best Rating of A- or Better

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Includes rows for Commercial General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is an Additional Insured - Owners, Lessees or Contractors - Ongoing Operations with respects to the General Liability policy per form CG2010 (04/13)

CERTIFICATE HOLDER: Company Name, Address, City, State, Zip
CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.



ADDITIONAL REMARKS SCHEDULE

AGENCY Independent Contractor Insurance Company		NAMED INSURED Independent Contractor Address City, State, ZIP
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

Certificate holder is an Additional Insured - Designated Insured with respects to the Auto Liability policy per form CA2048 (10/13)
 Motor truck cargo legal liability limit of \$ _____
 Waiver of subrogation applies to the Workers Compensation policy per form WC000313 (04/84)
 Waiver of subrogation applies to the Auto Liability policy per form CA0444 (10/13)
 Cancellation Notice - 30 days with respects to the Auto policy per form CCAB246 (02/13)

Hazardous

Pollution Liability - Broadened Coverage for Covered Autos applies to Auto Liability per form CA9948 (10/13)
 Umbrella policy includes Endorsement for Motor Carrier Policies of Insurance for Public Liability under Sections 29 and 30 of the Motor Carrier Act of 1980, MCS-90
 If applicable: Auto Liability policy includes Endorsement for Motor Carrier Policies of Insurance for Public Liability under Sections 29 and 30 of the Motor Carrier Act of 1980, MCS-90

Change to Insurance Requirements for Vendors of NEW Cooperative, Inc.

If you are receiving this notice, you are currently listed as a Vendor for NEW Cooperative, Inc. and must maintain compliant insurance policies. NEW Cooperative will be utilizing a new system, Certifical, to collect and track your insurance coverage.

What does this mean for you?

You will need to authorize your insurance agent to provide insurance information to NEW Coop electronically. This will save you, your agent, and NEW Coop time managing the required insurance policies. It takes only a few minutes to setup, and then any changes to your coverage or renewals will be automatically sent to NEW Cooperative with a just a few clicks.

You can authorize your agent to utilize the system by either:

1. Registering your own Certifical account at <https://my.certifical.com> and selecting "Add Agent"
2. Providing your authorization for NEW Cooperative to create an Account and add your Agent on your behalf by filling out a short form at: <https://www.certifical.com/newcoop> or
3. Providing your authorization via mail by completing and returning the attached form on the second page

Please respond as soon as possible or your insurance may be deemed out of compliance.

If you have questions, please contact NEW Cooperative, Inc. or AssuredPartners Agribusiness

NEW Cooperative, Inc.

Jon Wells

515-571-3392

jwells@newcoop.com

AssuredPartners Agribusiness

Jordanne Oleson

515-453-9366

Jordanne.oleson@abisonline.com



Please complete and return this form to:

AssuredPartners

Attn: Jordanne Oleson

4200 University Ave, Suite 200

West Des Moines, IA 50266

FAX: 515-244-9535 Email: Jordanne.oleson@abisonline.com

AUTHORIZATION TO CREATE AN ACCOUNT ON THE CERTIFICIAL SYSTEM

We agree to allow NEW Coop to establish an account on the digital insurance verification system – Certificial. Our designated insurance agent will have access to our account and can deliver requested insurance data as required by our agreement with NEW Cooperative.

Please provide the following information necessary to create your account.

Company Information	
Company / Individual Name:	
Address:	
Email:	
Phone:	

Insurance Agent Information	
Insurance Agent Name:	
Email:	
Phone:	

I have read and agree to the terms of the attached End User License Agreement.

Signed:

Date:

Name: _____

Title: _____

End User License Agreement for Certifical

This End User License Agreement (the "EULA") is a binding legal agreement between you, as an individual or entity, and Certifical LLC. By using this application ("Software"), you agree to be bound by the terms of this EULA. If you do not agree to the EULA, do not check the "I accept the terms" box and do not use the Software.

You agree that use of the Software signifies that you have read, understood, and agree to be bound by the EULA.

The Software is provided to you under this EULA solely for your private or commercial use as an Insured. Use of the Software for initiating a request for Insurance verification (Requestor), or any other services ("Certifical Service") or the use of multiple profile accounts requires a commercial license for the Software.

1. Description of Software

The Software is a cloud hosted software application that enables you to access insurance policy details, execute 3rd party requests for policy verification and interact with Insurance Agents.

2. License

Certifical hereby grants you, subject to the terms and conditions of this agreement, a non-exclusive, non-transferable license to use the Software for your own personal or commercial use as an Insured to execute 3rd Party requests for policy verification, interact with insurance agents and maintain policy holder details.

3. Title

Title, ownership, and all rights (including without limitation, intellectual property rights) in and to the Software shall remain with Certifical. Except for those rights expressly granted in this EULA, no other rights are granted, whether express or implied.

4. Restrictions

You understand and agree that you shall only use the Software in a manner that complies with any and all applicable laws in the jurisdictions in which you use the Software. Your use shall be in accordance with applicable restrictions concerning privacy and intellectual property rights.

You may not:

- Create derivative works based on the Software;
- Use the software for any purpose other than as described herein;
- Copy or reproduce the Software;
- Sell, assign, license, disclose, distribute or otherwise transfer or make available the Software or any copies of the Software in any form to any third parties;
- Alter, translate, decompile, reverse assemble or reverse engineer the Software, or attempt to do any of the foregoing, except to the extent this prohibition is not permitted under an applicable law; or
- Remove or alter any proprietary notices or marks on the Software.

5. Personal Information and Privacy

We may ask you to provide certain information about you during the registration process. All personal information that you provide to us will be governed by the Privacy Policy, which is available at <http://www.certifical.com>. By choosing to use the Software and/or the Certifical Service, you indicate your understanding and acceptance of Privacy Policy. You understand and agree that Certifical may disclose information if required to do so by law or in the good faith belief that such disclosure is reasonably necessary to comply with legal process, enforce the terms of this EULA, or protect the rights, property, or safety of Certifical, its users, or the public.

6. No Warranty

CERTIFICIAL DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET ANY REQUIREMENTS OR NEEDS YOU MAY HAVE, OR THAT THE SOFTWARE WILL OPERATE ERROR FREE, OR IN AN UNINTERRUPTED MANNER, OR THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED, OR THAT THE SOFTWARE IS FULLY COMPATIBLE WITH ANY PARTICULAR PLATFORM. THE SOFTWARE IS OFFERED ON AN "AS-IS" BASIS AND NO WARRANTY, EITHER EXPRESS OR IMPLIED, IS GIVEN. CERTIFICIAL EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. SOME JURISDICTIONS DO NOT ALLOW THE WAIVER OR EXCLUSION OF IMPLIED WARRANTIES SO THEY MAY NOT APPLY TO YOU.

7. Right to Terminate or Modify Software

Certificial may modify the Software and this EULA with notice to you either in email or by publishing notice on the Website, including but not limited to charging fees for the Software, or changing the functionality or appearance of the Software. In the event Certificial modifies the Software or the EULA, you may terminate this EULA and cease use of the Software. Certificial may terminate your use of the Software, the EULA or the Certificial Service at any time, with or without notice.

10. Indemnification

By accepting the EULA, you agree to indemnify and otherwise hold harmless Certificial LLC, its officers, employers, agents, subsidiaries, affiliates and other partners from any direct, indirect, incidental, special, consequential or exemplary damages arising out of, relating to, or resulting from your use of the Software or any other matter relating to the Software.

11. Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT CERTIFICIAL SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF CERTIFICIAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). IN NO EVENT WILL CERTIFICIAL'S AGGREGATE LIABILITY TO YOU EXCEED THE AMOUNT OF LICENSING FEES PAID BY YOU TO CERTIFICIAL. THESE LIMITATIONS AND EXCLUSIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF

ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OF DAMAGES AND/OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

13. General

The EULA between you and Certificial Corporation will be governed by and construed in accordance with the laws of the State of New York without regard to conflict of laws principles. The EULA constitutes the entire agreement between you and Certificial regarding the Software. If any provision of this EULA is held by a court of competent jurisdiction to be contrary to law, such provision will be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of this EULA will remain in full force and effect. You may not assign this EULA, and any assignment of this EULA by you will be null and void. Certificial logo and name are trademarks of Certificial LLC. You agree not to display or use these trademarks in any manner without Certificial's prior, written permission. The section titles and numbering of this EULA are displayed for convenience and have no legal effect.

14-0061 (5-15)

CORPORATION NAME: _____

ADDRESS (Include Street, City, State and Zip Code): _____

CORPORATE OFFICER EXCLUSION FROM WORKERS' COMPENSATION OR EMPLOYERS' LIABILITY COVERAGE

(Iowa Code section 87.22)

The president, vice president, secretary, and treasurer of a corporation other than a family farm corporation, but not to exceed four officers per corporation, may exclude themselves from workers' compensation coverage under chapters 85, 85A, and 85B by knowingly and voluntarily rejecting workers' compensation coverage by signing, and attaching to the workers' compensation or employers' liability policy a written rejection, or if such a policy is not issued, by signing a written rejection which is witnessed by two disinterested individuals who are not, formally or informally, affiliated with the corporation and which is filed by the corporation with the workers' compensation commissioner. The workers' compensation commissioner shall maintain a list of those corporations that have filed a written rejection pursuant to this subsection or a written termination of that rejection pursuant to subsection 5 paragraph "a", and that list shall be a public record open to inspection. The written rejection made pursuant to subsection 1, shall be in substantially the following form:

REJECTION OF WORKERS' COMPENSATION OR EMPLOYERS' LIABILITY COVERAGE

I understand that by signing this statement, I reject the coverage of chapters 85, 85A, and 85B of the Code of Iowa relating to workers' compensation.

I understand that my rejection of the coverage of chapters 85, 85A, and 85B is not a waiver of any rights or remedies available to me or to others on my behalf in a civil action related to personal injuries sustained by me arising out of and in the course of my employment with the corporation.

I also understand that by signing this statement and checking alternative (1) below I reject employers' liability coverage for bodily injuries or death sustained by me arising out of and in the course of my employment with the corporation. Check either alternative (1) or (2):

(1) I reject the employers' liability coverage.

(2) I decline to reject the employers' liability coverage.

NAME (TYPED AND SIGNED): _____

CORPORATE OFFICE _____ DATE _____

CITY, COUNTY, STATE OF RESIDENCE: _____

WITNESS _____

WITNESS -----

I also understand that the signing of this statement and checking of alternative (1) below by an authorized agent of the corporation rejects for the corporation employers' liability coverage for bodily injuries or death sustained by me arising out of and in the course of my employment with the corporation. Check either alternative (1) or (2):

(1) The corporation rejects the employers' liability coverage.

(2) The corporation declines to reject the employers' liability coverage.

NAME (TYPED AND SIGNED) _____

RELATIONSHIP TO CORPORATION _____ DATE _____

CITY, COUNTY, STATE OF RESIDENCE _____

WITNESS _____

WITNESS _____

The rejection or nonelection of workers' compensation coverage is not enforceable if it is required as a condition of employment. A corporate officer who signs a written rejection filed with the workers' compensation commissioner pursuant to subsection 1 may terminate the rejection by signing a written notice of termination which is witnessed by two disinterested individuals, who are not, formally or informally, affiliated with the corporation and which is filed by the corporation with the workers' compensation commissioner. Following the filing of a notice of termination pursuant to this paragraph, the status of the person signing the notice of termination shall be the same as if the rejection of coverage had not been made, except that the notice of termination shall not be effective as to any injury sustained or disease incurred less than one week after the notice is filed.

14-0175 (5-15)

**PROPRIETOR, LIMITED LIABILITY COMPANY MEMBER, LIMITED LIABILITY PARTNER, OR PARTNER
NAME:** _____

ADDRESS (Include Street, City, State and Zip Code) _____

NONELECTION OF WORKERS' COMPENSATION OR EMPLOYERS' LIABILITY COVERAGE {Iowa Code section 87.22}

A proprietor, limited liability company member, limited liability partner, or partner who does not elect to be covered by the workers' compensation law of this state pursuant to section 85.1A by purchasing valid workers' compensation insurance specifically including that person, shall file a nonelection of workers' compensation coverage by signing, and attaching to the workers' compensation or employers' liability policy a written nonelection, or if such a policy is not issued, by signing a written nonelection which is witnessed by two disinterested individuals who are not, formally or informally, affiliated with the employer and which is filed by the employer with the workers' compensation commissioner. The workers' compensation commissioner shall maintain a list of those employers that have filed a written nonelection pursuant to this subsection or a written termination of that nonelection pursuant to subsection 5, paragraph "b", and that list shall be a public record open to public inspection. The written nonelection of coverage made pursuant to subsection 2, shall be in substantially the following form:

NONELECTION OF WORKERS' COMPENSATION OR EMPLOYERS' LIABILITY COVERAGE

I acknowledge that I am a proprietor, limited liability company member, limited liability partner, or partner and that I am not required to be covered by the workers' compensation law of this state pursuant to section 85.1A. I understand that by signing this statement I am not electing the coverage of chapters 85, 85A, and 85B of the Code of Iowa relating to workers' compensation.

I understand that my nonelection of the coverage of chapters 85, 85A, and 85B is not a waiver of any rights or remedies available to me or to others on my behalf in a civil action related to personal injuries sustained by me arising out of and in the course of my employment with the employer.

I also understand that by signing this statement and checking alternative (1) below I am not electing employers' liability coverage for bodily injuries or death sustained by me arising out of and in the course of my employment with the employer. Check either alternative (1) or (2):

(1) I am not electing the employers' liability coverage.

(2) I am electing the employers' liability coverage by purchasing valid workers' compensation insurance specifically including me.

NAME (TYPED AND SIGNED): _____

EMPLOYER'S OFFICE _____ DATE _____

CITY, COUNTY, STATE OF RESIDENCE _____

WITNESS _____

WITNESS _____

I also understand that the signing of this statement and checking of alternative (1) below by an authorized agent of the employer is a nonelection for the employer of the employers' liability coverage for bodily injuries or death sustained by me arising out of and in the course of my employment with the employer. Check either alternative (1) or (2):

(1) The employer does not elect the employers' liability coverage.

(2) The employer elects the employers' liability coverage by purchasing valid workers' compensation insurance specifically including me.

NAME (TYPED AND SIGNED) _____

RELATIONSHIP TO EMPLOYER _____ DATE _____

CITY, COUNTY, STATE OF RESIDENCE _____

WITNESS _____

WITNESS _____

The rejection or nonelection of workers' compensation coverage is not enforceable if it is required as a condition of employment. A proprietor, limited liability partner, or partner who signs a written nonelection with the workers' compensation commissioner pursuant to subsection 2 may terminate the nonelection by signing a written notice of termination which is witnessed by two disinterested individuals, who are not, formally or informally, affiliated with the employer and which is filed by the corporation with the workers' compensation commissioner. Following the filing of a notice of termination pursuant to this paragraph, the status of the person signing the notice of termination shall be the same as if the nonelection of coverage had not been made and the person may elect to be covered by the workers' compensation law of this state by purchasing valid workers' compensation insurance specifically including that person as provided in section 85.1A, except that the election of coverage shall not be effective as to any injury sustained or disease incurred less than one week after the notice is filed.



TRANSPORTATION ACH DIRECT PAYMENT FORM

Fields with * are required NEW Cooperative Acct. Feed Acct. Both

* ACCOUNT NAME: _____ Account Number _____

* Name (printed): _____

* Full Address: _____
Street/PO Box Address State Zip Code

* Email: _____

Required to be paid weekly and to receive payment detail information.

Initiate Direct Payment Effective Date: _____

Stop Direct Payment Effective Date: _____

Change Existing Direct Payment Information Effective Date: _____

* Account Name (name on bank account): X _____

* Checking Account Number: X _____
OR

* Savings Account Number: X _____

* Bank Name: X _____

* Bank City: X _____

* Bank State: X _____

* Bank Routing/Transit Number: X _____

* Bank Telephone Number: X _____

I hereby authorize NEW Cooperative to initiate credit entries and to initiate, if necessary, entries and adjustments for any credit entries in error directly to my account as stated above for grain payments to be made through NEW Cooperative.

This authority is to remain in full force until NEW Cooperative has received written notification from me (the Customer) of its termination in such time and in such manner as to afford NEW Cooperative a reasonable time to act on it.

NEW Cooperative will assume no liability if the bank information you provide is incorrect. It is your responsibility to notify NEW Cooperative if your bank information changes.

Authorized Signature _____ Printed Name _____ Date _____

For Accounting use only Entered By _____ Entered Date _____

Please return ACH form and a voided CHECK by mail, or scan and email to:

NEW Cooperative, Inc.
Attn: Lori Osterberg
P.O. Box 818
Fort Dodge, Iowa 50501
515-955-9033
losterberg@newcoop.com