DON'T STOP DISPATCHING, LLC OFFICE: (855) 211-2200 SUPPORT@DSDISPATCH.NET

Carrier Set-up Requirements

Welcome to the Don't Stop Dispatching Team! We are pleased that you have decided to grant us permission to act as your dispatching service provider representing your company in the arena of covering your truck(s), treating your vehicles as if they were my family business, and delivering the administrative functions, which is no small deal or transaction. We understand how important your business is to you. You have made a wise decision; we will represent you with integrity, professionalism, and pride in all that we do!

To get enrolled in our program, please complete, sign and return the following items by email to: support@dsdispatch.net

- Dispatch Agreement
- Limited Power of Attorney
- Company Profile Sheet
- Truck Operation Form
- Copy of Carrier's Authority
- Copy of your DOT#
- Copy of your W-9
- Copy of insurance certificate. (We require \$100,000 in Cargo and \$1,000,000 in Liability)

Once your paperwork is processed you will be contacted promptly with all pertinent information and your Customer ID.

For questions/concerns regarding Don't Stop Dispatching, LLC requirements please contact us at dsdispatch.net

Thank you for choosing Don't Stop Dispatching, LLC!

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Agreement for Dispatch Services

1. RECITALS

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|--------------|--|--------------------------------|---------------------------------------|---------------------------------|
| | reement made as of this | | | |
| | hing, LLC and | | | me), hereinafter referred to as |
| • | r', desires to retain Don't Stop Di s | • • | • | • |
| | freight for Client and dispatch Clie | | · · · · · · · · · · · · · · · · · · · | on of this agreement Client |
| must fu | irnish to Don't Stop Dispatching , | LLC the following docum | nents: | |
| 1. | This Agreement form is complet | ted, dated, and signed. | | |
| 2. | A signed Limited Power of Attor | ney form. | | |
| 3. | A completed Company Profile Sl | heet. | | |
| 4. | Truck Operation Form. | | | |
| 5. | A list of any established referen | ces (at least three). | | |
| 6. | Copy of Client's Authority. | | | |
| 7. | Copy of DOT#. | | | |
| 8. | A signed W-9. | | | |
| 9. | Proof of Insurance Certificates* | *. | | |
| **We r | equire at least \$1,000,000 and at | least \$100,000 in Cargo | Coverage. | |
| 2. | | | | |
| | 10% Pay Per Load SEMI- Power Or | nly | | |
| | 10% Pay Per Load SEMI- Dry Van, | Reefer, Flat Bed, or Step | deck | |
| | 10% Hotshot 35 foot-40 foot | | | |
| | | | | |
| 3. EFFE | CTIVE DATE | | | |

The Agreement shall be in effect upon the date signed by both parties to this Agreement and shall be in effect until the revocation of the Limited Power of Attorney or until notice is given by **Don't Stop Dispatching, LLC.** The client must send notification by mailing said Revocation Notice to Don't Stop Dispatching, LLC at support@dsdispatch.net.

4. STATEMENT OF WORK

Don't Stop Dispatching will:

- 1. Find freight that best matches profile for the Client.
- 2. Contact the Client with load matches and go over options.
- 3. Fax to shipper/broker the Client's Authority, W-9, proof of insurance, and order insurance certificates if required, along with any other required supporting documentation upon the Client agreeing to take a
- 4. Handle the setting of appointments if necessary.
- 5. Provide the driver with all dispatch instructions for pickup, transit, and delivery.
- 6. Assist with any problems that arise in the transit of the load when necessary if within our capabilities. The Client is responsible for their own equipment. We can try to direct the Client to a service that might be of help.

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- 7. Hold on to the dispatch, accessorial information, etc. until the load is completed. Once completed, Don't Stop Dispatching will email scan or fax all documents to the Client.
- 8. Forward the final load confirmation and mail all documentation to the Client, concluding that all services have been performed in full.

5. CONSIDERATION

The client agrees to pay DS DISPATCHING as per the agreed quotes and terms, as stated in Section 2 of this agreement. These agreed term rates will be required to be paid to Don't Stop Dispatching, LLC as per the conditions of the agreement. A two (2) day grace period will be allowed before the account becomes overdue. At four (04) days the account will be suspended and a reactivation fee of \$100.00 will apply in addition to any overdue fees. After 30 days the account may be placed for collection. Don't Stop Dispatching, LLC will invoice the Client as per the terms of the agreement via email. Payment can be made to Don't Stop Dispatching, LLC by PayPal, or Zelle.

6. ADDITIONAL PROVISIONS

Once service has concluded it will be the responsibility of the Client to handle directly with the shipping party any overages, shortages, damages, or billing and collections issues.

In no event will Don't' Stop Dispatching, LLC be liable for any incidental, consequential, or indirect damages for the loss of profits, or business interruption arising out of the use of the service.

Client agrees to hold harmless, before, during, and after the contract, all direct or indirect damages resulting from Client hauling of shipper's freight. This includes but is not limited to loading and unloading problems or issues, delays, overages, shortages, damages, billing and collection issues, and hours of services.

The client will be responsible for notifying Don't Stop Dispatching, LLC of changes to authority, insurance, client profile, or ownership.

Don't Stop Dispatching will work within the established parameters of the Clients' Company/Carrier Profile. Don't Stop Dispatching, LLC will notify the Client of best-matched loads for approval prior to making a haul commitment.

Don't Stop Dispatching, LLC will fax/email all necessary documentation to the broker/shipper directly, along with final approval once the Client or designated representative has approved the load.

Don't Stop Dispatching, LLC will notify the Client of load-required qualifications or additional insurance necessary. Don't Stop Dispatching, LLC will furnish to Client with the necessary information for the qualification of insurance required.

If Don't Stop Dispatching, LLC books a load with the Client's approval and/or matches the Client's truck posting, the Client agrees to pay DS DISPATCHING as agreed in Section 2 of this Agreement for services rendered. NOTE: To avoid charges for unavailable equipment, it is imperative to notify Don't Stop Dispatching, LLC immediately if the truck is loaded from another source or no longer available for any reason. If the Client does not give the proper notice that the truck is no longer available, the Client may be subject to a \$100.00 fine that MUST be paid BEFORE we can accept any further opportunities for the truck.

The client agrees that if a higher line haul rate is needed for the shipment, they will notify DS DISPATCHING BEFORE the load is secured. Once the Client tells the Don't' Stop Dispatching, LLC, they will accept the shipment at a specific rate, this is verbal acceptance, and the load is secured. Should the carrier back out or ask for more money after the load has been secured, there will be a penalty of \$100 for the first occurrence and \$200 for the second occurrence that MUST be paid before we can accept another load on the Client's behalf. If this happens

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more than twice (2), Don't Stop Dispatching, LLC has the right to terminate the agreement between Don't Stop Dispatching, LLC and the Client.

The client agrees that they will advise Don't Stop Dispatching, LLC in a timely fashion should the Client not be available for dispatch more than one (1) day at a time. (If the Client is not working for any amount of time, please let us know ASAP so that we do not plan any loads for the Client's truck.)

7. DISCLAIMER

Don't Stop Dispatching, LLC is NOT responsible for:

- 1. Billing Issues.
- 2. Load problems.
- 3. Advances. (All advances will have to be handled directly between Client and shipper/broker unless requested by Client.)
- 4. Handling and storage of paperwork. (All documents will be sent to Client unless other arrangements are made)
- 5. DOT compliance issues.
- 6. SPIKE INSURANCE

8. GOVERNING LAW

This agreement shall be governed by and construed in accordance with laws of the State of Louisiana without giving effect to any choice of law or conflict of laws provision or rule (whether of the State of Louisiana or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Louisiana

9. JURISDICTIONS AND VENUE

Don't Stop Dispatching LLC and Client hereby consent to and agree to submit to the jurisdiction of the Federal and state courts located in New Orleans, LA in connection with any claims or controversies arising out of the Agreement.

(Print Company Name)

(Signature of Company Officer)

(Date)

(Date)

(Print Company Name)

(Print Company Name)

(Date)

(Date)

ATTACHMENT "A"

| This attachment pertains to the selected level | of service of this agreement for |
|--|---|
| | Client), and will remain in effect until either Client requests to have a |

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change in service, wishes to terminate this Service Agreement, or Client is canceled by Don't Stop Dispatching, LLC for cause.

Percentage Rate Agreement: This plan is detailed as a percentage of the gross revenue rate plan, which is for services provided. This plan includes all services listed on this agreement. The cost of this plan is the percentage chosen of the gross revenue (excluding accessorials) per truck enrolled with Don't Stop Dispatching, LLC. Invoices will be sent out weekly. Payment for this plan is to be made in full within 3 days of the invoice date. Payment can be made according to this agreement.

OTHER PROVISIONS: Nonpayment pertaining to all service plans. There is a built-in grace period of 5 days after the due date. The client will then be notified of the outstanding payment. After 10 days past due the account is subject to suspension. If an account is suspended, the account must be paid current and is subject to a reinstatement fee of \$150.00 prior to the account being reactivated.

| CARRIER | DATE |
|---------|------|
| | |
| BY | |

IMPORTANT INFORMATION: ALL of our dispatchers sign a Non-Compete Contract, so once they are no longer with this company, they are legally bound not to have any contract, for one full year, with the company Don't Stop Dispatching is dispatching or has dispatched.

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Limited Power of Attorney Form

| Be it known, that | with an MC or DOT number of, has |
|---|---|
| made and appointed, and by these presents does made | ake and appoint Don't Stop Dispatching, LLC true and lawful |
| attorney for, place and | stead, for the limited and specific purpose of contracting |
| loads of freight to be hauled by | , giving and granting said Don't Stop Dispatching, |
| LLC full power and authority to do and perform all a | nd every act and thing whatsoever necessary to be done in and |
| about the specific and limited terms (set out herein) | as fully, to all intents and purposes, as might or could be done |
| if personally present, with full power of substitution attorney shall lawfully do or cause to be done by virt | and revocation, hereby ratifying and confirming all that said ue thereof. |
| This power of attorney is to remain in full force and emailed to: | effect until revoked by me in writing. Such revocation is to be |
| Don't Stop Dispatching, LLC support@dsdispatch.net | |
| COMPANY NAME: | |
| Signature: | _ Printed Name: |
| Title: | Date: |
| WITNESS: | |
| Signature: | _ Printed Name: |
| Title: | Date: |

DON'T STOP DISPATCHING, LLC OFFICE: (855) 211-2200

SUPPORT@DSDISPATCH.NET

COMPANY PROFILE FORM

Instructions: Please complete this form giving us all the information that pertains to you and your Company. The better informed we are the better we will be able to assist you. This form should be updated at any time by notifying us. This information is for our use only and will not be released to any third party without your express written permission.

| PART 1: CARRIER INFORMATION SEC | CTION | | | | | | | |
|--------------------------------------|----------------------------|----------------|------------------------|--------|----------|-----|----|---|
| COMPANY NAME: | | DBA (If Any): | | | | | | |
| PHYSICAL ADDRESS | | CITY | STATE | | ZIP | | | |
| MAILING ADDRESS | | CITY | STATE | | ZIP | | | |
| MAIN CONTACT | | E-MAIL | | | | | | |
| OFFICE PHONE | FAX | | CELL PHONE | | | | | _ |
| EMERGENCY CONTACT | EMERGI | ENCY PHONE | | | | | | |
| MC NUMBER | DOT NUMBER | | EIN/SS | | | | | |
| SCAC CODETWIC (| | | | | | | | |
| | | | _ | | | | | |
| PART 2: EQUIPMENT SECTION | | | | | | | | |
| NUMBER OF TRUCKS: COI | MPANY: OWI | NER OPERATORS: | NUM | IRFR O | F TFAN | иs· | | |
| NUMBER OF TRAILERS: VAN: | | | | | | | | |
| | | | | , LCK | | DD | | _ |
| OTHER TYPES: | | | | | | D. | | _ |
| TRAILER SIZES: VAN: REEFE | K: FLATBED: | KGN: | STEP DECK | | D | D: | | _ |
| | | | | | | | | |
| DETAILED DESCRIPTION OF EQUIPME | NT (I.E. PALLETS, TARPS, O | VERSIZE AND WE | IGHT LIMITS): | | | | | |
| | | | | | | | | _ |
| | | | | | | | | _ |
| | | | | | | | | _ |
| | | | | | | | | - |
| PART 3: SERVICE AREAS OF OPERATIO | N (Check all that apply) | | | | | | | |
| United States: ☐ All 48 states (USA) | | | | | | | | |
| | | | | | | | | |
| | | | ☐ GA ☐ IA ☐ MO ☐ MN | | ID MS | | MT | |
| | | | OH OK | | OR | | PA | |
| | | | WA WI | | WV | | WY | |
| | | | | | | | | |
| Canada (list provinces) | | Mexico | | | | | | |
| | | | | | | | | |

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Rate of Haul information: Please give us your minimum rate information. We understand that many factors will change this information, but this will give us a starting point.

| MINIMUM RATE PER MILE: | MAX PICKS: | MAX DROPS: | \$ PER PIC | K/DROP: |
|--|-----------------------|-----------------------------|--------------------|-------------------------|
| DRIVER TOUCH (Y/N) : | _ | | | |
| COMMENTS | | | | |
| PART 4: FACTORING INFORMAT | TION SECTION | | | |
| If you use a factoring service, ploare approved by your factoring of | | following information. This | will ensure that w | e only use brokers that |
| FACTORING COMPANY | | MAIN CONT | ACT | |
| PHONE | FAX | WEB SITE_ | | |
| ADDRESS | | CITY | STATE | ZIP |
| PART 5: INSURANCE INFORMAT | TION SECTION | | | |
| INSURANCE AGENCY | | CONT | ACT | |
| PHONE | FAX | EMAIL _ | | |
| ADDRESS | | CITY | STATE | ZIP |
| PLEASE USE THE FOLLOWING SE | CTION TO BETTER DESCI | RIBE YOUR COMPANY | | |
| | | | | |
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DON'T STOP DISPATCHING, LLC OFFICE: (855) 211-2200 SUPPORT@DSDISPATCH.NET

TRUCK OPERATION FORM

| Truck # | Trailer # | Trailer Type | Max Weight | Driver | Cell Phone | |
|--|-----------|--------------|---------------|--------|------------|--|
| | | | | | | |
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| | | | | | | |
| Does the assigned driver have the right to make load decisions for you? Does the driver need to have a copy of the load confirmation? | | | | | | |
| Please keep a blank copy of this form, and email updates to us when they occur, this way we have the most current information on hand. | | | | | | |
| Thank You! | | | | | | |

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