Load Management Service: We Talk Freight Inc.

Phone: 1-800-970-8032 Ext.1

Phone: 407-652-8303

Email: info@wetalkfreight.com

Load Management AGREEMENT

I, The (Dwner of &/or The Driver of Truck#	of (the carrier) a		
licensed Motor Carrier, MC#,	and/or DOT#,	; hereby grants		
authorization to : We Talk Freight I	nc. to act as my agent for the sole purp	ose of searching for and		
booking shipments, processing all brokerage paperwork and obtaining Certificates of Insurance as				
	nents and d <mark>i</mark> spatch via telep <mark>hone, f</mark> ax or			
	in the state of, All b			
	rs, shippers, consignees, etc are the sol			
If revenue for a shipment or shipments is uncollectible, "We Talk Freight Inc." will be held harmless and				
no penalty or deduction of fees will be made. The carrier agrees to maintain all proper licenses and				
permits to conduct business as a motor carrier in the area of intended operation.				
Additionally, carrier agrees to maintain liability and cargo insurance at the amounts set forth by the home state of the carrier. {We Talk Freight Inc.} will be held harmless in the event of all claims. The				
carrier agrees to maintain an account with (an internet load board service), in the name of the carrier,				
with {We Talk Freight Inc.} as the point of contact for dispatching purposes.				
with (we rank reight me.) as the p	one of contact for dispatering purpose.	5.		
1. DOCUMENTS				
CARRIER must furnish DISPATCH with the following documents prior to the implementation of this				
agreement, either via email at info	@wetalkfreight.com			
Dispatch Carrier Agreement				
Copy of Client's Authority (N	1C Permit)			
Credit Card Authorization Fo	orm			
A signed W-9 form				
Copy of Driver's Driver Licen				
Limited Power of Attorney fo				
Certificate on Insurance, listi	<u> </u>			
We Talk Freight Inc. 8527 Park Highland Dr. Orlando, FL 32818				

2. RELATIONSHIP

The relationship of CARRIER to DISPATCH shall, at all times, be that of an independent contractor. DISPATCH agrees to solicit, and offer freight transportation shipments for CARRIER from and to such locations between service may be required, subject to the availability of suitable equipment. DISPATCH shall be the agent for CARRIER for searching for loads, booking them, dispatching, handle all paperwork directly with the broker and/or shipper, including advances, and any load problems.

3. TFRM

The term of this AGREEMENT shall be effective as of the date hereof, and shall continue thereafter for a term of one (1) year of such date, and automatically from year to year thereafter, subject to the right of either party hereto to cancel the AGREEMENT at any time upon not less than thirty (30) days written notice by certified mail of one party to another.

4. DISPATCH SERVICE METHOD

DISPATCH's objective is to design a pro-active logistic plan a week in advance, based on CARRIER's territory preference. The plan is influence by the current situation on the market and/or region, in order to take advantage of the most profitable loads. We Talk Freight Inc. Load Manager (dispatchers) will find loads that best match CARRIER's preference, and communicate such options with CARRIER and/or it's driver. Once CARRIER agrees to accept the load, DISPATCH will send all necessary and required supporting documents to broker/shipper. Once the load confirmation is received, it is forward to CARRIER, for its records. We Talk Freight Inc. agrees to "assist" CARRIER with any negotiation, load issues, road assistance, advances, paperwork, and/or billing issues.

5. MEMBERSHIP SERVICE PLAN

Select 1 offer:

-Classic Carriers - Dispatch service for a flat fee of 15% of the load confirmation. (Non-Contract)

- \$800.00 weekly "pay in advance" flat fee per truck (1 year Contract)

Total of \$800.00 per truck will be charged (!) every Friday to Client's credit or debit card until this agreement is terminated. percentage will be payable to:

We Talk Freight Inc. Payments are to be conveniently paid with any Debit or Credit Card via Text or Email Invoice App.

Either party has the right to end this load agreement without cause at any time with seven (7) days' notice by written request. Upon cancellation, any unused funds remaining in the deposit account will be refunded to the carrier within two (2) business days without penalty.

6. COMPENSATION

The amount due to DISPATCH, will be automatically deducted from a Debit/Credit Card provided by CARRIER on this agreement. By the end of the business day of receiving the load confirmation from brokers/shippers, DISPATCH will charge the Debit/Credit Card on file for the agreed service rendered. In case that the load gets cancelled by broker/shipper for any reason, CARRIER will receive a credit for the amount of the load in question for future loads. However, if the load gets canceled by CARRIER for any reason, (i.e., breakdown, etc.) CARRIER will not receive credit for the load in question. On the other hand, CARRIER will be compensated directly from other brokers/shippers handling the load, or from a factoring company chosen by CARRIER.

***Dispatch + Carrier = Agreement Initials: <u>SD</u> /

7. NON-SOLICIATATION

CARRIER agrees that it will not solicit traffic from any shipper, consignor, or customer of DISPATCH where the CARRIER transports loads, or is made aware of such traffic, as a result of DISPATCH's efforts. It is further agreed that this non-solicitation provision shall be in force and effect during the term of this AGREEMENT and for a period of one (1) year from the date of the termination of this AGREEMENT for any reason. In the event of non-compliance with the specific provisions of this paragraph, CARRIER upon discovery of breach, be liable to DISPATCH for 100 percent (100%) of the gross transportation revenue received by CARRIER from said shipper(s) within one (1) year after the date of termination of this AGREEMENT.

8. BILLS OF LADING

Each shipment will be evidenced by a bill of lading issued by other brokers/shippers. Such bills of lading or receipts or invoices are however, for the sole purpose of evidencing receipt for the goods.

9. EQUIPMENT

CARRIER agrees to provide, operate and maintain in good working condition, motor vehicles and all

allied equipment necessary to perform the Transportation Schedule in a safe, efficient and economical manner.

****Dispatch + Carrier = Agreement Initials: SD /

10. DRIVERS

CARRIER agrees to provide properly qualified, trained and licensed drivers and other personnel to perform the transportation and related services under this Agreement and each transportation schedule in a safe, efficient and economical manner. CARRIER's personnel are expected to always conduct themselves in a professional manner and shall ascertain and comply with all of Customer's facility rules and regulations while on Customer's premises.

11. FREIGHT LOSS, DAMAGE OR DELAY

CARRIER shall have the sole and exclusive care, custody and control of the shipper's property from the time it is picked up for transportation, until it is delivered to the destination. CARRIER assumes the liability of a common carrier for loss, delay, damage to or destruction of all of shipper's goods or property while under CARRIER's care. Payments by CARRIER to DISPATCH or its customer, pursuant to the provisions of this section, shall be made within thirty (30) days following receipt by CARRIER of DISPATCH's or customer's invoice and supporting documentation for the claim.

12. SUB-CONTRACT PROHIBITION

CARRIER specifically agrees that all freight tendered to it by DISPATCH shall be transported on equipment operated only under the authority of CARRIER, and that CARRIER shall not in any manner sub-contract, broker, or in any other form arrange for the freight to be transported by a third party without the prior written consent of DISPATCH.

13. INDEMNIFICATION

CARRIER agrees to indemnify, defend and hold DISPATCH and its customer (including their officers, directors, employees, subcontractors and agents) harmless from and against any and all liabilities, damage, fines, penalties, costs, claims, demands and expenses of whatever type or nature. CARRIER shall be responsible for and agrees to indemnify DISPATCH for any and all personal injury, property damage, loss, claim, injury, obligation or liability arising from CARRIER's actions, behavior or transportation pursuant to this agreement.

14. GOVERNING LAW, JURISDICTIONS AND VENU

This agreement shall be governed by and constructed in accordance with laws of the State of Florida both as interpretation and performance. DISPATCH and CARRIER hereby consent to and agree to submit to the jurisdiction of the federal and State courts located in Orange County, Florida in connection with any claims or controversies arising out of this Agreement.

15. ADDITIONAL PROVISIONS

In the case of insufficient funds or credit card decline, there is a built-in grace period of 7 days after the due date, before the account is subject to suspension and late Fee(s) \$75 and or 3%. In which case, the account must be paid current and is subject to a reinstatement fee of \$125.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

****Dispatch + Carrier = Agreement. Signature Needed Below****

Client's Acceptance:		
		have read and I understand
and agree to the term and conditions listed above.		
Print Name:		
Signature:	_ Date:	
We Talk Freight Inc. Acceptance:		
Print Name:		
Signature:	_ Date:	