



#### 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:

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

**[REDACTED]** - **\$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: SD / **[REDACTED]****

#### 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.

