

Final Say carrier service agreement

UNSIGNED AGREEMENT VERSION 4 | October 3, 2026 | AplyBot LLC

Complete missing details, read all terms, add 13 initials and 3 carrier signatures. Company completes checks.

Before signing, complete the parties' identity, authorized signer, Covered Truck and notice-contact details and read the full terms. Company must provide the applicable privacy notice and confirm its agreement-storage access, monitored notice email, and written retention/disposal and incident procedures before accepting the signed packet. Signing does not activate service. Before additional sensitive-document collection or sharing, Company must verify the specific purpose, required authorization and actual transfer, storage, access and retention safeguards. Before activation, Company must complete the checks on the Company-only page, including Carrier's separate Stripe mandate and bank verification. Unchecked items are not confirmed. A new W-9 upload service and a successful first debit are not prerequisites to signing.

Company checks for suitable current documents already supplied before requesting more. Complete only missing or changed details.

Jump to [carrier profile](#) | [agreement](#) | [ACH](#) | [contacts](#) | [truck](#) | [signatures](#) | [documents](#) | [Company only](#).

Legal carrier name

USDOT number

MC/MX number

Carrier notice email

Primary owner or officer

Main phone

Agreement effective date

Activation date company confirmed

Key terms and initials

Term: Initial 30-day pilot, then month-to-month; either side may terminate at any time under section 5.

Setup fee: \$0

Dispatch fee: 5% of qualifying linehaul on loads Final Say sources or materially negotiates

Load control: Carrier must affirmatively approve every load before booking

Billing week: Monday through Sunday

Statement / ACH: Monday statement; Wednesday debit only after the full 48-hour review period and any longer required notice.

Payment hold: Only specifically disputed invoice items are held from debit; overdue undisputed fees or bank/mandate problems can stop new loads.

Bank details are entered only through Stripe or another Company-approved secure processor. Do not write bank account or routing numbers anywhere in this package.

Business contacts and authority

Exhibit B A through D. Complete only missing or changed details. Do not enter SSNs, full EINs, bank account numbers, routing numbers, passwords, or full driver-license numbers on this form.

DBA if any	Years in operation

Physical address

City / State / ZIP

Main email

Main email may say Same as notice email. If any billing details match the main contact, write Same as main contact.

Authority and insurance confirmations

☐	Interstate for-hire property authority is active.
☐	No active out-of-service order applies to the Covered Truck or Carrier.
☐	Required automobile liability and cargo coverage are active.
☐	Carrier will notify Final Say Dispatch immediately of any authority, insurance, safety, or equipment change.

Insurance company

Agent / contact

Insurance phone/email	Policy expiration date

Authorized load approvers

List the primary approver and an alternate if applicable. Do not assume that a driver is authorized to approve loads.

Approver 1 name	Role
Phone	Email
May approve loads	Select status

Approver 2 name	Role
Phone	Email
May approve loads	Select status

Billing contact for Exhibit A

Billing contact name or Same as main	
Billing email	Billing phone

Factoring and freight payment

Uses a factoring company	Select status
Factoring company	
Factoring contact	Factoring phone/email
Notice of Assignment supplied	Select status
Broker payment issues contact	

Pilot truck and preferences

Exhibit B E and F. Enter the pilot details once. Company uses this profile to complete Exhibit C. Add a separate profile when adding a truck.

Pilot unit number

Equipment type and details

Trailer length if applicable

Maximum payload

Driver name

Driver phone

Home base

Expected activation date

Preferred origin areas

Preferred destination areas

Lanes / states to avoid

Preferred home time pattern

Target rate per mile not guaranteed

Maximum preferred deadhead miles

State the unit clearly. Rate and revenue preferences are targets, not guarantees.

Earliest preferred pickup

Latest preferred delivery

Minimum schedule buffer

Facilities / brokers to avoid

Load and communication preferences

Exhibit B G and H. Select one response per load type. Unconfirmed items stay blank. Approval is still required for every load.

Hazardous materials	Choose	Touch freight / driver assist	Choose
Multi-stop loads	Choose	Overnight driving	Choose
Weekend pickup or delivery	Choose	Team-only freight	Choose
High-value cargo	Choose	Reefer or temperature-controlled freight	Choose
New York City / boroughs	Choose	Canada or Mexico	Choose
Ports / TWIC-required facilities	Choose	Other	Choose

Other restriction details

Communication and approval

Primary load offer method

Select status

Other load offer method

☐ If the primary approver is unavailable, contact the alternate approver listed above.

☐ No load may be booked without affirmative approval from an Authorized Approver.

☐ Driver may receive pickup/delivery and broker-status communications from Final Say Dispatch.

Normal dispatch hours	Preferred daily check in time

After hours emergency contact

Tax document handling

A carrier W-9 is not required solely to request dispatch services or pay Company's dispatch fees. Company will request or retain a carrier W-9 only for a documented tax-reporting obligation or a specific, Carrier-authorized broker-setup purpose. Before any request, Company will identify the purpose and recipient and confirm an approved secure transfer method. Where practical, Carrier may submit the W-9 directly to the verified requesting broker. Do not enter tax IDs on this intake form or send W-9s by ordinary email or text. A suitable current copy already held may be used only for the authorized purpose; no duplicate is required. No separate EIN or SSN entry is requested.

Carrier initials and signatures

Read all terms and signing prerequisites. Signature verification depends on the signing application.

Agreement acceptance

BY SIGNING, BOTH PARTIES ACKNOWLEDGE THAT THEY HAVE READ AND ACCEPTED THE AGREEMENT, INCLUDING THE ACH TERMS IN EXHIBIT A.

Carrier legal name		AplyBot LLC, Final Say Dispatch Jahrat Michael Carter, Managing Member	
Carrier signature	Date	Company signature	Date
Printed name	Title		

Exhibit A acknowledgment

☐ I will use a business bank account that I am authorized to connect.	☐ I will not send bank account or routing numbers to Final Say Dispatch by text, email, or this form.
☐ I understand the debit amount varies and is supported by the weekly statement.	☐ I understand ACH can remain processing for several business days and may later fail or be returned.
☐ Undisputed fees remain due. A specific invoice objection holds that item from debit; overdue undisputed fees or bank/mandate problems can stop new loads.	☐ I understand the separate Stripe or processor mandate controls the bank authorization.

Carrier legal name		AplyBot LLC, Final Say Dispatch Jahrat Michael Carter, Managing Member	
Carrier signature	Date	Company signature	Date
Printed name	Title		

Exhibit B carrier certification

Carrier certifies that the information provided is accurate, that the signer is authorized to act for Carrier, that Carrier will notify Company promptly of material changes, and that Carrier understands target lanes, rates, schedules, and revenue preferences are instructions and goals rather than guarantees.

Carrier legal name		AplyBot LLC, Final Say Dispatch Jahrat Michael Carter, Managing Member	
Carrier signature	Date	Company signature	Date
Printed name	Title		

Dispatch services agreement

Final Say Dispatch, a service of AplyBot LLC

Company: AplyBot LLC, a California limited liability company operating the Final Say Dispatch service ("Company").

Carrier: the legal carrier named in the completion section ("Carrier"). Carrier notice email and dates are recorded there.

Company notice email: dispatch@finalsaydispatch.com.

This Carrier Dispatch Services Agreement (the "Agreement") states the terms under which Company will provide limited dispatch and administrative support to Carrier. The Agreement becomes binding when signed by both parties. Service begins only after the activation conditions in this Agreement are satisfied.

1. LIMITED APPOINTMENT AND RELATIONSHIP

1.1 Carrier appoints Company as its limited dispatch agent and independent contractor for the Covered Trucks identified in Exhibit C. Company will perform dispatch duties as part of Carrier's normal dispatch operations, under Carrier's direction and subject to the limits in this Agreement.

1.2 Company is not a motor carrier, freight broker, freight forwarder, shipper, factoring company, employer, partner, or joint venturer of Carrier. Company does not take possession of freight, operate Carrier's equipment, employ or control Carrier's drivers, or become a party to a broker-carrier or shipping contract.

1.3 Company will search and communicate for a specifically identified Covered Truck, availability window, equipment type, and Carrier preference. Company will not accept freight first and then search for a carrier, reassign an accepted load to another carrier, or exercise discretion to allocate the same shipment among carriers it may serve.

1.4 Company will arrange freight only for the specifically identified Carrier and Covered Truck through appropriately authorized freight brokers and Carrier-approved load boards. Company will not solicit, negotiate, or accept shipments directly from shippers or act on a shipper's behalf under this Agreement. Any materially different service requires a written amendment and prior confirmation of all required operating authority.

1.5 All freight revenue, broker payments, factoring proceeds, and settlement funds must flow directly to Carrier or Carrier's factor. Company is paid only by Carrier under this Agreement and will not accept compensation from a broker, factor, shipper, or other freight intermediary for the Carrier's load.

2. SERVICES

- Search for freight opportunities that fit the specific Covered Truck and Carrier instructions.
- Communicate with brokers and negotiate rate, lane, appointment, detention, layover, truck-order-not-used, and other load terms for Carrier's consideration.
- Present material load terms to an Authorized Approver and obtain affirmative approval before booking.
- After approval, communicate acceptance to the broker, request the rate confirmation, and assist with appointment and load-status communication.
- Prepare or submit standard broker setup information using documents supplied by Carrier. Carrier must sign broker-carrier agreements, powers of attorney, tax forms, or other legal certifications unless Carrier separately gives specific written authority.

For Carrier-approved broker setup, Carrier authorizes Company to transmit only the current documents reasonably required by the identified broker for Carrier's approved freight business. Before transmitting a W-9 or any document containing personal tax or financial information, Company will obtain Carrier's written approval identifying the document, recipient, and purpose, and will use a verified secure channel. Routine dispatch authority does not authorize Company to sign Carrier's tax certifications, powers of attorney, or broker-carrier agreements. Company will not alter a signed tax certification.

- Remind Carrier or its driver about required paperwork and assist with detention or accessorial documentation. Company does not guarantee that a broker will approve or pay an accessorial request.

- Provide weekly itemized billing statements for Company's dispatch fees.

Company may decline a load, broker, lane, or request that appears unsafe, unlawful, commercially unreasonable, outside the agreed scope, or inconsistent with Carrier's authority, insurance, equipment, or instructions.

3. CARRIER APPROVAL AND OPERATIONAL CONTROL

- Carrier has the final decision on every load. Company may not book a load without affirmative approval from an Authorized Approver listed in Exhibit B.
- Approval may be given by phone, text message, or email. Company will record the approving person, date and time, identified Covered Truck, and material load terms, and will promptly send a written recap of oral approval. This log does not require recording calls. Silence is not approval. If Carrier does not respond before an offer expires, Company will not book it.
- Carrier controls route selection, driver instructions, hours-of-service decisions, equipment, maintenance, cargo securement, safety, legal compliance, and whether a driver can safely and lawfully perform the load.
- Carrier and its driver may refuse, delay, or stop any movement they reasonably believe is unsafe or unlawful. Company will never instruct a driver to violate hours-of-service, speed, weight, equipment, or safety rules.
- Carrier must promptly provide accurate truck location, availability, driver hours, equipment status, home-time needs, and any change that affects load feasibility.
- Carrier is responsible for reviewing and complying with each broker-carrier agreement and rate confirmation. Company may assist, but Carrier is the contracting motor carrier.

4. COVERED TRUCKS AND DISPATCH EXCLUSIVITY

4.1 The Agreement applies only to trucks listed in Exhibit C and marked Active. The initial pilot should normally begin with one truck unless Company approves a larger rollout in writing.

4.2 Subject to termination under section 5.2, while a Covered Truck is Active with Company, Carrier will not use another outside dispatcher for that same truck. Carrier may self-book a load, but must promptly notify Company so scheduling conflicts and duplicate booking are avoided. A self-booked load is not subject to the dispatch fee unless Company sourced or materially negotiated it, or the parties agree otherwise in writing.

4.3 Adding a truck requires mutual written confirmation, completion of the truck profile in Exhibit C, and any payment or compliance verification Company reasonably requires.

5. PILOT, CONTINUING TERM, AND TERMINATION

5.1 The initial pilot lasts 30 consecutive calendar days beginning on the Activation Date. There is no setup fee and no long-term commitment.

5.2 After the pilot, the Agreement continues month-to-month unless either party ends it by written notice. Either party may end the relationship at any time. On receipt of the termination notice under section 14, Company's authority to make new bookings and the exclusivity obligation end. The parties will reasonably cooperate to complete or safely hand off loads already accepted. Final accounting and payment do not delay termination.

5.3 Company may immediately suspend new-load activity or terminate for the payment conditions described in section 8.2, inactive or suspended authority, lapse of insurance, unsafe or unlawful conduct, material misrepresentation, abusive conduct, suspected fraud, double brokering, or material breach.

5.4 Ending the Agreement does not erase fees earned under section 6, including fees for an already accepted load that Carrier performs. Accrued payment duties, applicable credits, final accounting, and duties expressly stated to survive remain enforceable. No fee is earned solely because a load was offered or booked but not performed, except as otherwise expressly agreed in writing under section 6.

6. DISPATCH FEE

6.1 Carrier will pay Company a dispatch fee equal to 5% of Qualifying Linehaul for each load that Company sources or materially negotiates, Carrier approves, and Carrier or its driver performs.

6.2 "Qualifying Linehaul" means the linehaul transportation amount shown on the rate confirmation or reliable settlement detail. It excludes separately stated fuel surcharge, lumber reimbursement, toll reimbursement, scale reimbursement, and other documented pass-through reimbursements. Detention, layover, truck-order-not-used, and other accessorial amounts are excluded unless the parties expressly agree otherwise in writing.

6.3 If a rate confirmation states only an all-in amount and does not reliably identify excluded items, the parties will use the broker or factor settlement detail when available. If no reliable breakdown exists, the parties will agree on the fee basis before the item is finalized for billing.

6.4 The fee is owed if Company sources or materially negotiates the load and Carrier hauls it, even if Carrier or another person completes the final booking communication. No fee is owed for a load Company did not source or materially negotiate unless the parties agree otherwise in writing.

6.5 Carrier will provide the portions of rate confirmations, proof of delivery, and settlement records reasonably necessary to verify the relevant load and dispatch-fee calculation. Before submission, Carrier should remove full bank account and routing numbers, tax IDs, and unrelated confidential or personal information. Company will not require unredacted information unless it identifies a specific lawful need and agrees an appropriate secure delivery method. A document needed by a broker for another purpose is governed by section 2.

7. WEEKLY BILLING AND ACH PAYMENT

- Billing period: Monday 12:00 a.m. Pacific Time through Sunday 11:59 p.m. Pacific Time, based on loads completed during that period.
- Statement: Company will ordinarily send an itemized statement on Monday showing the applicable loads, Qualifying Linehaul, exclusions, 5% calculation, adjustments, and total amount to be debited.
- Review window: Carrier has 48 hours after the statement is sent to identify a specific disputed load, amount or calculation and provide supporting information. Company will withhold that specifically disputed item from debit while the parties promptly review it in good faith and will provide the basis for its determination. Undisputed amounts remain payable. Missing the 48-hour window does not authorize amounts not owed, waive a claim based on fraud or clear mathematical error, or waive any nonwaivable right. An unresolved disputed item will not be debited merely because the review window expired.
- Automatic ACH: After the review window, Company will ordinarily initiate the ACH debit on Wednesday through Stripe or another approved processor using Carrier's separately authorized business bank account.
- Separate mandate: Carrier must personally complete the processor's bank verification and ACH mandate. Company does not request or store Carrier's full bank routing or account numbers in this package.
- Delayed settlement: An ACH debit marked processing, pending, or submitted is not collected. Payment is collected only after the processor confirms success and the payment has not been reversed or returned.
- Variable amount: Carrier understands that the weekly debit amount varies with actual Qualifying Linehaul and approved adjustments.

Carrier's payment obligation is not contingent on the timing of payment from a broker or factoring company unless Company agrees to a different written arrangement. If reliable documentation establishes that a broker payment of Qualifying Linehaul was permanently reversed for reasons not caused by Carrier or its personnel, Company will credit 5% of the Qualifying Linehaul amount permanently reversed, up to the dispatch fee actually charged on that amount. Company will apply the credit to the next statement and promptly refund any unused credit after termination, after accounting for any refund or credit already received. Ordinary payment delays and deductions or reversals caused by Carrier or its personnel do not qualify. If Carrier later recovers an amount for

which this credit was given, the corresponding dispatch fee becomes payable again, subject to the statement, review and authorization requirements in this Agreement. No duplicate credit or recovery is due.

Company will not initiate a debit before the full 48-hour review period has elapsed or before any longer notice period required by law, the payment network, or the applicable mandate. Each statement will identify the amount and planned initiation date. Changes to recurring debit timing will receive at least seven calendar days' notice and any longer required notice. An alternative processor requires advance disclosure and Carrier's separate authorization before use. Company will promptly act on a revocation received at its designated notice email and will not initiate further debits under a revoked mandate. Amounts otherwise lawfully owed remain payable by an agreed method.

8. PAYMENT HOLDS, RETURNS, AND DISPUTES

8.1 No truck will be activated until the Agreement is signed by both parties, necessary onboarding documents are accepted under sections 2 and 13, the approved ACH payment method is verified, and the remaining activation checks are complete.

8.2 A failed, returned, blocked or revoked bank payment, an invalid mandate, an actual bank ACH dispute, or an overdue undisputed amount places the account on Dispatch HOLD for new loads. Company will resume new-load activity only after overdue undisputed amounts are paid and an approved, valid payment method is restored, subject to the other activation requirements. An ordinary good-faith invoice objection under section 7, by itself, does not place the account on Dispatch HOLD, and the disputed item need not be paid merely to release that hold. Company will continue reasonable communication needed to complete or safely hand off a load already in transit. Company will not reuse an invalidated ACH mandate; a new mandate or another separately approved payment arrangement is required.

8.3 Carrier is responsible only for actual third-party return, dispute, or reversal fees attributable to Carrier, to the extent permitted by law and supported by processor records. Carrier is not responsible for fees caused by Company's own error or misconduct.

8.4 Revoking the ACH mandate does not cancel amounts already owed. Revocation immediately places the account on Dispatch HOLD unless the parties establish another approved payment method in writing.

8.5 Company will apply documented corrections and credits, including those required by section 7. Carrier may not withhold an undisputed amount because another item is disputed. An invoice dispute does not waive either party's termination rights or the underlying claim.

9. CARRIER RESPONSIBILITIES AND REPRESENTATIONS

- Maintain active and appropriate USDOT and operating authority for every load accepted, along with all required registrations, permits, insurance, and filings.
- Maintain legally required automobile liability, cargo, workers' compensation or occupational accident coverage, and any other coverage required for Carrier's operations. Carrier's transportation insurance is primary for freight operations.
- Provide accurate and current authority, insurance, factoring, equipment, driver, and contact information, and the current documents reasonably necessary for the approved services, subject to the collection and disclosure limits in sections 2 and 13. Promptly report material changes. A carrier W-9 is subject to the specific purpose and authorization limits in the tax-document instruction and section 2.
- Employ or contract qualified drivers and remain solely responsible for hiring, compensation, supervision, drug and alcohol compliance, driver qualification, hours of service, safety, and employment obligations.
- Inspect, maintain, and operate equipment safely and lawfully and determine whether the truck and driver can perform each load.
- Comply with broker contracts, rate confirmations, cargo requirements, appointments, securement, claims procedures, and all applicable laws.

- Collect freight charges from brokers or factors and handle cargo claims, shortages, damages, fines, citations, taxes, and regulatory matters.
- Use only authorized load-board access methods and provide Company a compliant dispatcher seat or other approved access when needed. Carrier will not ask Company to violate a load board's terms.
- Issue any tax form to Company that applicable law requires and retain its own tax and accounting records.

10. COMPANY RESPONSIBILITIES

- Use commercially reasonable efforts to perform the agreed dispatch services accurately and promptly.
- Follow Carrier's documented operating parameters and obtain load approval before booking.
- Disclose to brokers that Company is acting as Carrier's dispatch service or agent for the identified Carrier.
- Keep reasonable records of load offers, approvals, rate confirmations, fee statements, and payment status.
- Protect confidential carrier information using reasonable administrative and technical measures and use it only for the agreed services, processor setup, or legal compliance.
- Company will not request or retain full payment account details or bank login credentials through its ordinary intake, email, or text; payment details go directly into the approved processor flow.

11. NO GUARANTEES

Company does not guarantee freight availability, broker acceptance, rate per mile, weekly gross, revenue, profit, number of loads, on-time delivery, accessorial approval, broker payment, or any other business result. Markets, traffic, weather, detention, facility delays, mechanical issues, driver hours, broker decisions, and other conditions are outside Company's control. Company's commitment is to use reasonable efforts, present information honestly, support realistic scheduling, communicate early, and preserve Carrier's final approval.

12. INSURANCE, INDEMNITY, AND LIMITATION OF LIABILITY

12.1 Company does not provide motor-carrier, cargo, automobile, driver, workers' compensation, or freight insurance and does not assume custody or control of freight, equipment, or drivers.

12.2 Each party will indemnify the other against third-party claims and reasonable related costs only to the extent caused by its own or its personnel's negligent acts, willful misconduct, violation of law, or material breach of this Agreement. Neither party must indemnify or defend the other for the portion caused by the other or the other's personnel. These obligations are subject to section 12.4 and applicable law.

12.3 The parties will give prompt written notice of claims, reasonably cooperate, and agree on a defense and allocation procedure. Any defense obligation is limited to the portion permitted by applicable law. Neither party may settle a claim imposing an admission or nonmonetary obligation on the other without its written consent.

12.4 To the maximum extent allowed by law, neither party is liable to the other for indirect, special, exemplary, punitive, or consequential damages, including lost profits. Company's total direct liability arising from this Agreement will not exceed the dispatch fees Carrier paid for the affected load or during the 30 days preceding the event, whichever is greater. This Company-only monetary cap applies to ordinary claims, including Company's indemnity obligations and claims for ordinary breaches of confidentiality or data-security duties, to the extent legally enforceable. Neither the exclusions of damages nor the monetary liability cap applies to fraud, willful misconduct, gross negligence, or liability that applicable law prohibits the parties from excluding or limiting. These limitations do not excuse required security, incident response or legal notices, either party's own costs of compliance, or amounts payable as earned fees, credits or refunds under this Agreement. Nothing in this Agreement limits the rights of a regulator or a person who is not a party.

13. CONFIDENTIALITY, DATA, AND COMMUNICATIONS

Each party will protect the other's nonpublic information using reasonable care and will use it only to perform this Agreement, obtain professional advice, comply with law, or establish or defend legal rights. Company will collect only information reasonably needed for those purposes. Carrier will provide business and operational contact information and confirms that it is authorized to provide information about its personnel. Before requesting additional personal information, Company must provide a privacy notice describing its actual collection, recipients, retention criteria, and contact method.

Company may disclose information only to personnel and service providers with a need to know and appropriate confidentiality and security obligations in place, to Carrier-approved freight counterparties as limited by section 2, or as legally required. Company will not sell Carrier or driver personal information or use it for unrelated marketing. Company will not require bank credentials, full payment account details, personal tax IDs, or full driver-license numbers through the ordinary intake form. Payment details must be entered directly into the approved payment processor's verified flow.

Company must implement reasonable administrative, technical, and physical safeguards appropriate to the information, including restricted access, protected transmission and storage, and secure disposal. Before accepting additional sensitive documents, Company must verify the transfer and storage method, authorized access, and written retention and disposal procedure. A collection link or a draft policy alone does not establish that these safeguards are implemented. No secure W-9 collection route is supplied by this Agreement.

Company must maintain a written retention schedule tied to business need and legal requirements and apply it to new and existing records. When information is no longer needed, Company will securely delete or return it, subject to applicable recordkeeping duties and legal holds. Any backup copies must remain protected until the applicable documented deletion cycle completes and must not be used for ordinary business purposes. Company must identify the actual backup and disposal limitations before promising a deletion deadline.

Each party will promptly inform the other after discovering unauthorized access to, acquisition of, use of, or disclosure of the other's protected information, provide material facts as they become known, and cooperate in containment and legally required notifications. Neither party may delay a notice required by applicable law while awaiting the other's approval.

Carrier authorizes service-related calls, texts, and emails to its designated contacts. This permission does not authorize unrelated marketing, recording confidential calls without required consent, or unrestricted tracking. Each party remains responsible for notices and permissions required for its own personnel and communications. These confidentiality and data-handling obligations survive termination.

These duties apply to information already held. A document previously received is not, by that fact alone, approved for retention or onward disclosure.

14. GENERAL TERMS

- Independent contractor. Except for the limited agency expressly created in section 1, Company acts as an independent contractor. This Agreement does not create employment, a partnership, a franchise, or joint ownership. Company's authority is limited to the services expressly authorized here. Nothing in this Agreement excludes duties that applicable law imposes on Company within that limited agency.
- Authority. Each signer states that they have authority to bind the party named in the signature block.
- Entire agreement. This Agreement and its exhibits are the entire agreement regarding these services and replace prior oral or written discussions about the same subject.
- Changes. A change must be in writing and accepted by both parties. Email or an electronically signed addendum may satisfy this requirement.
- Assignment. Neither party may assign this Agreement without the other party's written consent, except to a successor in a merger, reorganization, or sale of substantially all relevant assets.

- Severability and waiver. If a provision is unenforceable, the remainder stays effective. A waiver on one occasion is not a continuing waiver.
- Notices. Operational notices may be sent by text or email. Formal notices must be sent to the designated notice email and are effective when acknowledged or when reliable electronic delivery records show delivery to the recipient's designated system. A sender receiving a failure notice must use another agreed method. Each party will keep its notice contact current. This clause does not replace statutory notice requirements or service-of-process rules.
- Governing law and venue. California law governs, subject to mandatory applicable law and without regard to conflict-of-law rules. Either party may bring an action in any court with proper jurisdiction and venue, including a court with proper small-claims jurisdiction. This Agreement does not require proceedings in Los Angeles or any other exclusive forum.
- Electronic signatures and counterparts. Electronic signatures, scanned copies, and counterparts are enforceable to the same extent as originals.

ACH payment acknowledgment

Exhibit A. Complete before truck activation. Bank details are entered only through Stripe or another approved secure processor.

Approved processor: Stripe. A different processor requires advance disclosure and Carrier's separate authorization before use.

1. Variable business-to-business debit

Carrier understands that the amount is not fixed. It equals the weekly dispatch fee and any documented adjustments shown on the itemized statement.

2. Separate bank mandate

Carrier will personally connect and verify a business bank account through the processor and accept the processor's ACH mandate. This exhibit does not replace the processor mandate.

3. Notice and timing

Company will ordinarily send the statement Monday for the prior Monday-Sunday billing period, allow 48 hours for a specific calculation-error notice, and initiate the debit Wednesday.

4. Settlement status

Processing, pending, or submitted does not mean paid. Company treats the fee as collected only after the processor confirms success and the payment has not been returned or reversed.

5. Disputes

Carrier must identify the disputed load, amount or calculation and provide supporting information under section 7. Company will withhold the specifically disputed item from debit during good-faith review. Undisputed amounts remain payable. An ordinary invoice objection alone does not stop new-load service.

6. Failed or revoked payment

A failed, returned, blocked or revoked bank payment, an invalid mandate, an actual bank ACH dispute, or overdue undisputed fees places all Covered Trucks on Dispatch HOLD for new loads. The hold may be released after overdue undisputed fees are paid and an approved, valid payment method is restored, subject to other activation requirements. A disputed invoice item alone need not be paid to release the hold. An invalidated mandate cannot be reused.

7. Revocation

Carrier may revoke its bank authorization through the processor or by written notice, but revocation does not cancel accrued fees and immediately stops new-load service unless another approved payment arrangement is established.

8. Processor communications

Carrier consents to receive verification, mandate, invoice, debit, receipt, failure, and dispute communications from Company and the processor at the contact information provided.

9. Notice periods and revocation

The notice and revocation requirements in section 7 apply to this Exhibit A, including the full 48-hour review minimum and longer required notices, at least seven calendar days for recurring timing changes, separate authorization for a different processor, and no debit under a revoked mandate.

Documents and activation record

Exhibits B I and C. COMPANY USE ONLY. Carrier does not need to complete this page. Receipt alone does not establish acceptance or verification.

Document checklist

☐ Signed Agreement and Exhibit A	☐ W-9 previously received if applicable
☐ Active authority evidence received	☐ Current COI received
☐ Factoring Notice of Assignment received if applicable	☐ Customary broker setup packet documents received
☐ Covered Truck details in Exhibit C complete	☐ ACH payment method and mandate verified

W-9 purpose and custody status

Select status

Approved W-9 purpose and recipient no tax ID

Receipt alone does not approve W-9 custody. Confirm purpose, recipient, secure handoff, access and retention before approval or request.

Covered truck schedule

Only trucks marked Active are covered. The first pilot should normally begin with one truck unless Company approves a larger rollout.

Pilot truck and preferences are recorded in Exhibit B. Attach a profile and schedule for each added truck; record differences below.

Covered pilot unit number	Activated by	Activation date/time
Covered truck Active		Select status

Truck specific differences from pilot profile

Activation gate

☐ Applicable signature/data-handling checks confirmed; separate ACH notices, revocation and dispute process ready.	
☐ Agreement signed by both parties	☐ Exhibit A signed and approved processor ACH mandate verified
☐ Carrier authority verified active	☐ Insurance verified current
☐ Necessary carrier documents accepted under sections 2 and 13	☐ Authorized load approvers confirmed
☐ Pilot truck preferences and schedule confirmed	☐ Business bank account verified; mandate active; no overdue undisputed amount; bank/mandate restrictions resolved

Payment setup status	Choose	Truck activation status	Choose
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Operational reminder: Processing is not collected. Overdue undisputed fees or bank/mandate problems require a new-load HOLD under section 8. A good-faith invoice objection alone does not. Existing loads still require safe completion or handoff. With \$0 setup, a successful first fee debit is not required for first activation.