

TRUCK DISPATCH SERVICE AGREEMENT

Foragentis • dispatch@foragentis.com

This Truck Dispatch Service Agreement (the “Agreement”) is entered into as of the date of last signature below (the “Effective Date”) by and between Foragentis, with a principal place of business at 1401 21st St, Ste R, Sacramento, CA 95811 (“Dispatcher”), and the motor carrier identified below (“Carrier”).

1. Carrier Information

Carrier legal name: _____

MC Number: _____ **USDOT Number:** _____

Business address: _____

Contact name / title: _____

Phone: _____ **Email:** _____

Number of trucks / equipment types: _____

2. Services

Dispatcher will provide the following services to Carrier, acting at all times as Carrier’s agent and under Carrier’s operating authority:

- Locating and presenting freight opportunities from load boards and licensed freight brokers for Carrier’s equipment.
- Negotiating freight rates with brokers on Carrier’s behalf, within rate parameters set by Carrier.
- Completing broker–carrier setup packets and submitting Carrier documentation as authorized.
- Reviewing rate confirmations and coordinating pickup and delivery details with brokers and Carrier’s drivers.
- Collecting and forwarding load paperwork (rate confirmations, bills of lading, proof of delivery) and supporting Carrier’s invoicing to brokers or Carrier’s factoring company.

- Verifying each broker's operating authority, bond status, and standing with the Federal Motor Carrier Safety Administration before booking.

3. Agency; No Brokerage; No Handling of Freight Payments

Dispatcher acts solely as a bona fide agent of Carrier. Dispatcher books loads only for Carrier and only under Carrier's operating authority. Dispatcher does not solicit freight from shippers, does not arrange transportation for its own account, and is not a party to any contract of carriage. All freight charges are paid by the broker or shipper directly to Carrier or to Carrier's factoring company. Dispatcher does not receive, hold, or disburse freight payments on behalf of any party. Nothing in this Agreement makes Dispatcher a broker, freight forwarder, or motor carrier.

4. Load Approval and Booking Authority

Carrier authorizes Dispatcher to negotiate and book loads on Carrier's behalf. Carrier retains final authority over every load. Carrier may set minimum rates, preferred lanes, home-time requirements, and equipment restrictions, and may decline any load before booking. Once Carrier (or Carrier's driver, if so authorized by Carrier) accepts a load and a rate confirmation is issued, the load is considered booked for purposes of Section 6.

5. Carrier Responsibilities

- Maintain active operating authority, all required insurance coverages, and compliance with all applicable federal and state regulations, including hours-of-service and ELD requirements.
- Provide Dispatcher with current copies of the documents listed in the Carrier Onboarding Packet and promptly notify Dispatcher of any change in authority, insurance, equipment, or driver status.
- Perform booked loads professionally and on time, and promptly send proof of delivery and related paperwork to Dispatcher.
- Remain solely responsible for the operation of Carrier's equipment, the conduct of Carrier's drivers, cargo claims, and all costs of operation.

6. Dispatch Fees

Carrier will pay Dispatcher the fee set out in Exhibit A (Rate Schedule) for each load booked by Dispatcher and performed by Carrier. Fees are calculated on the gross linehaul amount shown on the rate confirmation, excluding detention, layover, lump sum reimbursements, and other accessorial charges. Dispatcher will invoice Carrier weekly for all loads delivered during the prior week. Invoices are due within seven (7) days of the

invoice date. Amounts more than fifteen (15) days past due may accrue a late charge of 1.5% per month. Fees are earned when a booked load is performed, and are payable regardless of when or whether the broker pays Carrier, except that no fee is owed on a load cancelled by the broker through no fault of Carrier.

7. Communications Consent

Carrier consents, on its own behalf and on behalf of its drivers, to receive calls, text messages, and emails from Dispatcher (including calls and messages placed through assistive calling technology) at the numbers and addresses provided, for purposes of dispatch coordination, load updates, scheduling, and account matters. Carrier may withdraw consent for any driver or number by written notice.

8. Term and Termination

This Agreement begins on the Effective Date and continues until terminated. Either party may terminate at any time, with or without cause, by giving seven (7) days' written notice (email sufficient). Termination does not affect fees earned on loads booked before the effective date of termination, and Sections 3, 6, 9, 10, and 11 survive termination.

9. Independent Contractor; Non-Exclusivity

Dispatcher is an independent contractor. Nothing in this Agreement creates an employment, partnership, or joint-venture relationship. This Agreement is non-exclusive: Carrier may use other dispatch services and Dispatcher may serve other carriers, provided Dispatcher will not present the same load to more than one carrier at the same time.

10. Confidentiality

Each party will keep confidential the other party's non-public business information, including rates, broker and customer lists, and documents exchanged under this Agreement, and will use such information only to perform this Agreement.

11. Limitation of Liability; Indemnification

Dispatcher is not liable for cargo loss or damage, personal injury, property damage, fines, penalties, broker or shipper nonpayment, or any act or omission of any broker, shipper, receiver, or of Carrier or its drivers. Dispatcher's total liability under this Agreement is limited to the dispatch fees actually paid by Carrier in the three (3) months preceding the event giving rise to the claim. Neither party is liable for indirect, incidental, or

consequential damages. Each party will indemnify the other against third-party claims arising from its own negligence or willful misconduct.

12. General

This Agreement is governed by the laws of the State of California. Any dispute will be resolved in the state or federal courts located in Sacramento County, California. This Agreement is the entire agreement between the parties regarding its subject matter and may be amended only in a writing signed by both parties. If any provision is held unenforceable, the remainder stays in effect. This Agreement may be signed in counterparts and by electronic signature.

FORAGENTIS (Dispatcher)

Signature: _____
Name: _____
Title: _____
Date: _____

CARRIER

Signature: _____
Name: _____
Title: _____
Date: _____

Exhibit A — Rate Schedule

Each equipment type in Carrier’s fleet is billed at the rate for that type, for every load Dispatcher books and Carrier delivers: **4% of gross linehaul per load** for semi-trucks (dry van, reefer, flatbed, power-only), **7% of gross linehaul per load** for box trucks / hotshot / sprinter vans — no weekly minimum, no monthly fee either way. Carrier’s fleet as declared on this application:

Equipment type	Count	Rate	Initial
----------------	-------	------	---------

Flat rate: \$ _____ per truck per week — available on request for fleets of 3+ trucks, in place of the per-load rates above Initial: _____

Introductory offer: the dispatch fee on Carrier’s first delivered load is waived.

Fees cover load sourcing, rate negotiation, broker verification, setup packets, rate confirmation review, paperwork handling, and invoicing support as described in Section 2. Fees are calculated and invoiced per Section 6 of the Agreement.

Carrier initials: _____ Dispatcher initials: _____