DISPATCH SERVICES AGREEMENT

VybeStar Dispatch and Logistic Solutions LLC

Effective Date:

This Dispatch Services Agreement ("Agreement") is between the motor carrier named below ("Client") and **VybeStar Dispatch and Logistic Solutions LLC**, a Florida limited liability company ("Dispatcher").

Client / Owner Name:

Company (Legal Name):

MC #: **DOT #:** **Phone:**

Address: **Email:**

1. DISPATCHER'S SERVICES

Acting as Client's agent and on Client's behalf, Dispatcher will:

- Search for and negotiate loads that match the equipment, lanes, preferences and restrictions in Client's Carrier Profile;
- Evaluate each load against Client's breakeven cost profile and **notify Client before booking any load that pays below Client's breakeven**;
- Confirm load details with Client before acceptance, and sign rate confirmations on Client's behalf only as authorized in the Limited Power of Attorney;
- Complete broker and shipper carrier-setup packets and submit Client's operating authority, certificate of insurance, W-9 and other required documents;
- Schedule appointments, provide directions when requested, and assist with in-transit issues within Dispatcher's capabilities;
- Track load status and documents, and give Client access to its own load, earnings and document records through Dispatcher's client portal or reports;
- Prepare a weekly invoice of dispatch fees with supporting load details.

2. CLIENT'S OBLIGATIONS

- Before dispatch begins, provide valid operating authority, a current certificate of insurance, a signed W-9, a completed Carrier Profile, and a copy of the driver's CDL;
- Keep authority, insurance, registrations and permits active, and notify Dispatcher immediately of any lapse, change or out-of-service order;
- Provide accurate cost information for breakeven calculations and update Dispatcher when costs change;
- Update Dispatcher at pickup arrival, loaded, delivery arrival and empty, and send signed BOL/POD promptly after delivery;
- Operate safely and legally, including Hours-of-Service and ELD rules. Client is solely responsible for its drivers, equipment, cargo, repairs and roadside issues;
- Invoice and collect freight charges directly from brokers/shippers (or through Client's factoring company) and resolve any billing, shortage or cargo claims with them;
- Pay Dispatcher's invoices under Section 3.

Client may accept or decline any load offered. Client controls its own operations, drivers and equipment.

3. FEES AND PAYMENT

Dispatch Fee (% of gross load rate): **Minimum fee per load ($, optional):**

- **Gross load rate** means the total amount on the rate confirmation, including accessorials actually paid such as detention and layover, but excluding lumper fees and other pass-through reimbursements. A truck-order-not-used (TONU) payment received by Client is subject to the same percentage.
- The fee is earned when the load is delivered, or when a TONU is paid. No fee is owed on loads cancelled without payment to Client.
- Dispatcher invoices weekly by email. Payment is due within three (3) business days of the invoice by ACH, Zelle or another method stated on the invoice.
- Balances unpaid seven (7) days after the due date incur a late fee of $25.00 per week until paid. Dispatcher may pause services while any balance is past due.
- Fees may be changed only by a written amendment signed or e-signed by both Parties. A lower rate agreed for a specific load must be confirmed in writing (text or email is sufficient).

4. DISPATCHER IS NOT A BROKER OR CARRIER

Dispatcher acts solely as Client's agent under this pre-existing agreement. Dispatcher is not a motor carrier or property broker, does not contract with shippers or brokers in its own name, does not issue rate confirmations as a party, does not collect, hold or disburse freight payments, and does not reassign or allocate loads between carriers. All loads are booked in Client's name and under Client's authority.

5. INDEPENDENT CONTRACTOR

Dispatcher is an independent contractor, not an employee, partner or joint venturer of Client. Each Party is responsible for its own taxes, insurance and liabilities. Dispatcher may provide services to other carriers.

6. LIMITATION OF LIABILITY AND INDEMNITY

Dispatcher is not liable for cargo loss or damage, freight claims, accidents, injuries, fines, delays, non-payment by brokers or shippers, or any other loss arising from Client's transportation operations. Dispatcher's total liability under this Agreement will not exceed the dispatch fees Client paid in the thirty (30) days before the claim arose. Client will indemnify and hold Dispatcher harmless from claims arising from Client's operations, drivers, equipment or cargo.

7. CONFIDENTIALITY AND DATA

Each Party will keep the other's non-public information confidential, including rates, broker and shipper contacts, cost data and login credentials, during and after this Agreement. Dispatcher stores Client information electronically, uses it only to provide services under this Agreement, and will not sell it. Dispatcher will retain load records for the term of this Agreement and as required by law, and will provide Client an export of Client's own records on written request made within thirty (30) days after termination.

8. TERM AND TERMINATION

This Agreement runs month-to-month from the Effective Date. Either Party may end it with seven (7) days' written notice by email. Either Party may end it immediately if the other materially breaches it, or if Client's authority or insurance lapses. Fees for loads booked before termination remain due, even if delivered afterward.

9. GOVERNING LAW AND DISPUTES

This Agreement is governed by Florida law. The Parties will first try to resolve any dispute informally. Unresolved disputes will be decided by binding arbitration under the rules of the American Arbitration Association, conducted by video conference where permitted, or otherwise in St. Lucie County, Florida. Either Party may instead bring a claim within small-claims jurisdiction in small-claims court. The prevailing party may recover reasonable attorney's fees and costs.

10. GENERAL

This Agreement, the Carrier Profile and the Limited Power of Attorney are the Parties' entire agreement on this subject. Amendments must be in writing and signed or e-signed by both Parties. If any provision is unenforceable, the rest remains in effect. Notices may be sent by email to the addresses above. This Agreement may be signed electronically and in counterparts, and electronic signatures are binding.

By signing, both Parties confirm they have read, understood and agree to this Agreement.

CLIENT

Signature: _____ **Date:** _____

Printed Name: _____ **Title:** _____

DISPATCHER — VybeStar Dispatch and Logistic Solutions LLC

Signature: _____ **Date:** _____

Printed Name: _____ **Title:** _____