

Your Road Map to Success begins with **The Q.B. Group**! My name is N.J. Stevenson, Chief Logistics Officer, of The Q.B. Group. We are pleased that you have decided to use us as your dispatching service provider!

With us as YOUR logistics company, this will become a partnership where we are here to help and serve you. We will not do anything without your express permission or say so. We understand how important your business is and that you are trusting us to better you financially. We are up for the task!

If after reading through the Carrier Agreement you feel that we are not the logistics company for you, there are no hard feelings; simply reach out to us and let us know. Otherwise, please fill out **The Q.B. Group Carrier Packet** and send back the required documents listed below. We are here for you should you have any questions. We can be reached at **800-805-LOAD** and/or email at **admin@theqbg.com**.

It is our mission to provide you with 24/7 Availability; being fully Attentive to the needs of your business; and an Assertive advocate for your company's growth. We will represent you with integrity, professionalism and pride in all that we do! *M.G. Stevenson*, **Chief Logistics Officer**

CARRIER SET-UP REQUIREMENTS

REQUIRED DOCUMENTS:

- Copy of Client's Carrier Authority (MC Permit) and DOT #
- Copy of Owner Operator's and Driver's Driver License
- Copy of Signed W-9 Form
- Copy of Insurance Certificate
 - $\circ\,$ We require \$100,000 in Cargo and \$1,000,000 in Liability
- Copy of CARB Compliance Certificate (if Applicable)
- Load Board Account Access (if applicable)
- Factoring Letter

YOU WILL ELECTRONICALLY SIGN:

- Client Agreement
 - Agreement For Dispatch Services
 - Limited Power of Attorney
- Company Profile
 - Dispatch Client Profile
- Credit Card Payment Authorization
- Automatic Payment Authorization For Factoring



THE Q.B. GROUP Phone: 888-805-load Email: Admin@theqbg.com



This AGREEMENT made as of this ____ day, month of _____, 20___ by and between **The Q.B. Group**, **LLC** (hereafter referred to as "**QBG**"), and Motor Carrier ______, licensed by the FMCSA as an interstate carrier of property holding authority, MC # _______, and/or DOT#_______ (hereafter referred to as "Carrier"). **QBG** and the CARRIER have, upon due consideration, determined that a contract agreement to their mutual advantage and best interest, they hereby agree to the following terms and conditions.

DOCUMENTS

Prior to the implementation of this agreement, Carrier must provide to **QBG** the following documents:

- 1. This AGREEMENT form completed, dated and signed
- 2. Copy of Carrier Authority (MC Permit) and DOT #
- 3. Completed IRS Form W-9
- 4. Copy of Owner Operator's and Driver's Driver License
- 5. Signed Limited Power of Attorney form
- 6. Completed Carrier Company Profile Sheet
- 7. Internet Load Board and Account Access (if applicable)
- 8. Proof of Insurance Certificates **

**The Q.B. Group requires at least \$1,000,000 liability insurance and at least \$100,000 cargo coverage.

**Power only carriers must also have \$40,000 non-owned trailer or interchange insurance.

RELATIONSHIP

<u>The relationship between CARRIER and **QBG** shall, at all times, be that of an independent contractor</u>. **QBG** agrees to solicit and offer freight transportation shipments for Carrier to and from such locations where service may be required, subject to the availability of suitable equipment. <u>QBG</u> shall be the agent for CARRIER in searching for loads, booking loads, dispatching, and handling all paperwork directly with the broker and/or shipper.

EFFECTIVE DATE / TERM

The term of this AGREEMENT shall be effective as of the date hereof, and shall continue thereafter for a term of seven (7) days of such date, and automatically from week to week thereafter, subject to the right of either party hereto to cancel the AGREEMENT at any time upon; not less than seven (7) days written notice by E-mail of one (1) party to another.

DISPATCH SERVICE METHOD

QBG's objective is to design a pro-active logistic plan a week in advance based on CARRIER's territory preference. The plan is influenced by the current situation in the market and/or region in order to take advantage of the most profitable loads. **QBG's** logistics coordinators (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, **QBG** will send all necessary and required supporting documents to broker/shipper. Once the load confirmation is received, it is forwarded to CARRIER, for your records. **QBG** agrees to assist CARRIER with paperwork.



RATE PLAN

Please check ONLY ONE

[] PERCENTAGE PLAN **QBG** service for a fee of _____% of the load confirmation (*per on-boarding consultation*)

[] ADMINISTRATIVE SUPPORT PLAN

For a flat fee of \$25 per load

COMPENSATION

The amount due to **QBG**, will be automatically deducted (Automatic Payment) from a Debit/Credit Card provided by CARRIER on this AGREEMENT, by the end of business day Friday of the same week. **QBG** will charge the Debit/Credit Card on file for the agreed service rendered. If the CARRIER chooses to be invoiced, then CARRIER agrees to Non-Automatic Payment and agrees to pay the invoice within four (4) hours. The invoice can be paid via Zelle, Venmo, Cash App, or Debit/Credit Card. CARRIER will be compensated directly from other brokers/shippers handling the load, or from a factoring company chosen by CARRIER.

NON-SOLICITATION

CARRIER agrees that it will not solicit traffic from any shipper, consignor, or customer of **QBG** where the CARRIER transports loads, or is made aware of such traffic as a result of **QBG'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, will be liable to **QBG** 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.

BILLS OF LADING

Each shipment will be confirmed by completed 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 of the goods.

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.

DRIVERS / FLEET OWNERS

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 conduct themselves professionally at all times and shall ascertain and comply with all of Customer's facility rules and regulations while on Customer's premises.



FREIGHT LOSS, DAMAGE, 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 any and all of shipper's goods or property while under CARRIER's care. Payments by CARRIER to **QBG** or its customer, pursuant to the provisions of this section, shall be made within thirty (30) days following receipt by CARRIER of **QBG's** or customer's invoice and supporting documentation for the claim.

SUB-CONTRACT PROHIBITION

CARRIER specifically agrees that all freight tendered to it by **QBG** 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 **QBG**.

INDEMNIFICATION

CARRIER agrees to indemnify, defend and hold QBG and its customer (including their officers, directors, employees, subcontractors, and agents) harmless from and against any and all liabilities, damage, fines, penalties, cost, claims, demands, and expenses of whatever type or nature. CARRIER shall be responsible for and agrees to indemnify QBG 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.

GOVERNING LAW, JURISIDICTIONS, AND VENUE

This AGREEMENT shall be governed by and constructed in accordance with laws of the <u>State of New York</u> both as interpretation and performance. **QBG** and CARRIER hereby consent to and agree to submit to the jurisdiction of the Federal and State courts located in <u>New York</u> in connection with any claims or controversies arising out of this AGREEMENT.

ADDITIONAL PROVISIONS

In the case of insufficient funds or credit card decline, there is a built-in grace period of 48 hours after the due date, before the account is subject to suspension. In which case, the account must be paid current and is subject to a reinstatement fee of \$100.

DISCLAIMER

QBG is NOT responsible for:

- Billing Issues
- Load problems
- Advances (All advances are to be handled directly between Client and shipper/broker unless requested by Client)
- DOT compliance issues
- SPIKE INSURANCE



IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as the date written.

| CARRIER: | DISPATCH: |
|--------------------|-----------------------------------|
| Company Name: | Company Name: THE Q.B. GROUP, LLC |
| Contact Name: | Dispatcher Name: |
| Contact Signature: | Dispatcher Signature: |
| Date: | Date: |



Limited Power of Attorney

This Limited Power of Attorney (the AGREEMENT) is made effective on this ______ day of ______, 20____ between: **The Q.B. Group**, **LLC** (hereinafter referred to as "**QBG**") a company established under the laws of the <u>State of New York</u>, and ______ (company name) (hereinafter referred to as "CARRIER"), motor carrier company with MC #______ and DOT #______. CARRIER hereby appoints **QBG** as my Attorney-in-Fact (AGENT). **QBG's** agents shall have full power and authority to act on my behalf. This power and authority shall authorize **QBG** to manage and conduct affairs and to exercise all of my legal rights and powers, including all rights and powers that I may acquire in the future. **QBG** powers shall include, but not be limited to, the power to:

 Professional dispatch services, including contact drivers, shippers and brokers on my behalf for cargo, Transfer of Paperwork (Carrier Packet, Rate Confirmations, Insurance Certificates, Invoices and all necessary Paperwork) to shippers. Sign and execute rate confirmations for freight and collect all payment dues on my behalf.

This Power of Attorney shall be construed broadly as a General Power of Attorney. The listing of specific powers is not intended to limit or restrict the general powers granted in this Power of Attorney in any manner. **QBG** shall not be liable for any loss that results from a judgement error that was made in good faith. However, **QBG** shall be liable for willful misconduct or the failure to act in good faith, while acting under the authority of this Power of Attorney. I authorize **QBG** to indemnify and hold harmless any third (3rd) party who accepts and acts under this document. This Power of Attorney shall become effective immediately and shall remain in full force and effect until revoked by me in writing. Such revocation is to be sent via e-mail ten (10) days in advance to **QBG** to **admin@theqbg.com**.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as the date written.

| CARRIER: | DISPATCH: |
|--------------------|-----------------------------------|
| Company Name: | Company Name: THE Q.B. GROUP, LLC |
| Contact Name: | Dispatcher Name: |
| Contact Signature: | Dispatcher Signature: |
| Date: | Date: |
| | The Q.B. G 888-805-1 |



Carrier Profile

Instructions: To ensure we have an accurate profile of your company and full knowledge of your transportation services and needs, please complete the Carrier Profile below and return all required documents. The better informed we are the better we will be able to assist you. This form may be updated at any time by notifying us. This information is for our use only and will not be released to any third party without your express written permission.

SECTION 1: CARRIER INFORMATION

| Legal Company | : | | DBA: | | |
|--------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------|----------------|-------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| Mailing Address | 3: | City: _ | | State:Zip | : |
| Main Contact:_ | | E | -Mail: | | |
| Phone: | | | Fax: | | |
| Emergency Cor | itact: | | _ Emergency Phone: | | |
| MC Number: | | DOT Number:_ | | EIN/SS #: | |
| SCAC Code: | | TWIC Certified | 1: | Hazmat Certified: | |
| Please check th Alabama: Arizona: Arkansas: California: Colorado: Connecticut: Delaware: Florida: SECTION | Georgia: Idaho: Ildinois: Indiana: Idaho: Kansas: Kentuck <u>y</u> : Louisiana: 3: EQUIPN | | to (Check all that ap Nebraska: New Hampshire: New Jersey: New Mexico: New York: North Carolina: North Dakota: | Ohio: Oklahoma: Oregon: Pennsylvania: Rhode Island: South Carolina: South Dakota: Tennessee: | Texas: Utah: Vermont: Virginia: Washington: West Virginia: Wisconsin: Wyoming: |
| Number of Trai | lers:V | AN REEF | | | |



Carrier Profile

SECTION 4: RATE HAUL INFORMATION

Please provide to us your minimum rate requirement. We understand that many factors will change this information, however this will give us a starting point.

| IDEAL MILE RATE | \$ | (v) | \$ | • | (R) | \$ | (F) |
|------------------------|------------|-----|-------------|--------|-------|----|-----|
| Max Picks: | Max Drops: | | Money Per I | Pick/D | lrop: | | |
| Additional Preferences | S: | | | | | | |
| | | | | | | | |

SECTION 5: INSURANCE INFORMATION

Please provide us with your insurance information, where we can request certificate of insurance with specific holders (i.e., brokers and/or shippers).

| Insurance Agency: | | Contact: | |
|-------------------|-------|----------|-------|
| Phone: | Fax: | Email: | |
| Address: | City: | S | tate: |
| Phone: | Fax | : | |
| Website: | | | |
| | | | |

SECTION 6: REFERRAL

Please refer three (3) Owner Operators who you believe may benefit from our services:

Phone or Email: Name: Name:_____ Phone or Email:_____ Name: _____ Phone or Email: _____

SECTION 7: FACTORING INFORMATION

If you use a factoring service, please provide their information. This will ensure that we only use brokers approved by your factoring company.

| Factoring Service: | Contact: | | | |
|--------------------|----------|--------|--------|---------------------------|
| Phone: | Fax: | Email: | | |
| Address: | City: | | State: | |
| Phone: | Fax | : | | |
| Website: | | | | |
| | | | | The Q.B. Gr 888-805-LO |



Carrier Profile

Please use the following Section to provide additional information about your Company.

Instructions: If you are an OWNER OPERATOR OF A FLEET please complete this chart. The better informed we are the better we will be able to assist you. This chart should be updated any time your fleet changes. Please notify us and a revised sheet will be generated. This information is for our use only and will not be released to any third party without your express written permission.

| TRUCK # | TRAILER # | TRAILER TYPE | MAX WEIGHT | DRIVER NAME | CELL PHONE |
|---------|-----------|--------------|------------|-------------|------------|
| | | | | | |
| | | | | | |
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| | | | | | |
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| | | | | | |

GUEST NAME:

Does the assigned driver have the right to make load decisions for you? (Y/N) ____

Does the assigned driver have the right to receive a copy of the load confirmation? (Y/N)____

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Credit Card Payment Authorization

(hereinafter referred to as CARRIER), do hereby authorize **The Q.B. Group** (hereinafter referred to as **QBG**), to initiate a weekly debit entry for the amount listed below, to the credit card account indicated below, in consideration of the dispatching service provided to me. I understand that my signature on this form, along with a photocopy of the front and the back of both my credit card, and my driver license, will allow me the convenience of not having to produce these items for impression at the time of service. Please complete all fields.

| Cardholder Name: _ | | | | | |
|---------------------|------------|-------------------|----------------------|------------------------------------|--|
| Credit Card Type: V | 'isa | Mastercard: | Discover: | American Express: | |
| Card Number: | | | | _ Expiration Date: | |
| CVV Code: | (Last 3 di | gits located on b | ack of card/ 4 Digit | rs on front for Amex) Zip : | |

Authorized Weekly Payment Amount:

[]___% Per Load (For Dispatching Services)

[] \$25.00 Per Load (For Administrative Services)

Authorization shall be in effect upon the date signed by credit card holder and shall be in effect until the cancellation of the Credit Card Payment Authorization or until notice is given to **QBG**. You may cancel this authorization at any time by notifying **QBG** via email at **admin@theqbg.com**. I,

(Carrier name), authorize **The Q.B. Group** to charge my credit card above for agreed upon services. An invoice will be sent weekly via email. I understand that my information will be saved on file for future transactions on my account. I agree to pay for this service in accordance with the issuing bank cardholder agreement.

Cardholder -- Please sign and Date

| Signature: | |
|------------|--|
| - | |

Date: _____

Return the COMPLETED and SIGNED FORM to the following:

The Q.B. Group Phone: 888-805-LOAD (5623) Email: admin@theqbg.com

Disclaimer: Please be aware and understand that once your load is dropped off and the shipper has been invoiced for your services rendered, you MAY NOT be paid immediately. Some shippers send payments in 30, 60, and 90 day intervals. While we understand this, you are still required to pay your invoice in the time frame given as in this agreement packet, unless otherwise agreed upon. If you are a new company or a company without the liquidity to meet expenses, it is strongly suggested you inquire about obtaining a factoring company.



Automatic Payment Authorization for Factoring

| , owner o | f ("Client"), |
|--------------------------------------------------|-----------------------------------------------|
| hereby authorizes | ("Factor") to deduct \$ or |
| % () Percent from each invoice purch | nased by Factor. Carrier agrees these |
| funds will be placed in an escrow account by Fa | ctor to be disbursed weekly, on Friday(s), to |
| The Q.B. Group ("Dispatcher") as payment for dis | patching services provided by Dispatcher |
| to Client. This agreement may be cancelled at a | ny time via written notice to all parties. |
| | |
| CARRIER: | DISPATCH: |
| Company Name: | Company Name: THE Q.B. GROUP, LLC |
| Contact Name: | Dispatcher Name: |
| Contact Signature: | Dispatcher Signature: |
| Date: | Date: |