

Carrier QuickPay Agreement

*Cargomatic's QuickPay Program gives Carriers a choice to receive expedited invoice payment in exchange for a discounted rate. Please review this document carefully. To enroll in Cargomatic's QuickPay Program, Carriers must sign this agreement and also submit a **QuickPay Change Form**.*

This Carrier QuickPay Agreement ("Agreement") is entered into by and between Cargomatic, Inc. ("Cargomatic") and the undersigned motor carrier ("Carrier"), effective as of the date of signature below ("Effective Date"). The purpose of this agreement is to allow Carrier to choose receipt of expedited payment at a rate discounted from the Carrier Fee arranged by the Terms of Service ("QuickPay"). This Agreement controls the terms and conditions of Carrier's participation in Cargomatic's QuickPay Program.

1. **Definitions.** All capitalized terms not defined in this Agreement are subject to the definitions contained in Cargomatic's Terms of Service, as may be amended from time to time.
2. **Terms and Conditions.** By enrolling in the QuickPay Program and agreeing to QuickPay, Carrier agrees to follow the rules of this Agreement, upload all backup documentation to the Cargomatic secure online or mobile application platform ("Portal") and be 100% Portal compliant at all times and within the timeframes stated in Cargomatic's Terms of Service. Cargomatic reserves the right to remove and deny participation in the QuickPay Program for any reason, including Carrier's failure to meet Portal requirements or to comply with the Terms of Service.
 - a. All Carriers who adhere to full Portal compliance, by uploading all backup documentation in accordance with the Terms of Service, are eligible to opt into Cargomatic's QuickPay Program.
 - b. Carriers who use factoring companies or otherwise receive advance payment by third parties that place liens on Carrier's receivables ("Factoring Companies") are not eligible for the QuickPay Program. In the event Carrier engages a Factoring Company while enrolled in the QuickPay Program, Carrier shall defend, indemnify, and hold Cargomatic harmless from any claims or causes of action brought by such Factoring Company for Cargomatic's continued payment thereunder.
 - c. Carriers may request to enroll in the QuickPay Program by completing this Agreement and submitting a QuickPay Change Form.
 - d. All payments will be made by electronic funds transfer ("EFT") to Carrier's bank account on record with Cargomatic. Changes to Carrier's bank account are subject to standard audits and approval processes and may delay the receipt of QuickPay payments. Carrier shall be solely responsible for any errors in Carrier's banking information submitted to Cargomatic, and Carrier agrees that Cargomatic's payment to such incorrect bank account made in accordance with Carrier's instructions shall relieve Cargomatic of any further obligation to issue payment under such invoices.
 - e. Carriers enrolled in the QuickPay Program expressly request payment at an earlier timeframe than agreed between Cargomatic and Carrier in the Terms of Service, and Cargomatic will agree to such early payment in exchange for a discount taken from the agreed Carrier Fee (linehaul, etc.) and any other compensation as provided in the payment terms of the Terms of Service. The payment terms are detailed in the QuickPay Change Form.
 - f. Carriers opting into the QuickPay Program may not change bank account information for payment of funds for at least two (2) weeks following Carrier's enrollment in the QuickPay program.



- 3. Portal Compliance and Submission of Back-Up Documentation.** Cargomatic requires 100% Portal compliance, meaning that all back-up documentation is submitted within the timeframes stated in the Terms of Service. This QuickPay Agreement alters the timeframes and provides the discount(s) stated herein in exchange for the Carrier's expedited and complete submission of documentation.
- a. For all QuickPay invoices, Carrier must submit invoices and back-up documentation of the completed Shipment(s) by 2 PM Pacific Time via the Portal to trigger the QuickPay payment terms. Any documents received after the 2 PM Pacific Time deadline will be treated as if received the following business day and be paid accordingly.
 - b. For all compliant Shipment submissions, Cargomatic will process the Carrier Fee (linehaul and fuel) in accordance with the QuickPay terms at a two-and-a-half percent (2.5%) discount ("Discounted Amount"). This discount rate may be adjusted by Cargomatic from time to time, with 14 days advance notice to Carrier. The discount does not apply to accessorial charges.
 - c. Shipment submissions are subject to Cargomatic's review and must be complete and legible. To qualify for QuickPay, a Shipment must have been delivered on time and without shortage, loss, or damage. Complete back-up documentation is dependent upon the nature of the Shipment, and may include but is not limited to Proof of Delivery, bill of lading, approvals, port or terminal tickets, proof of accessorial charges, equipment interchange receipts, and storage charges.
 - d. To be eligible and continue eligibility for the QuickPay program, Carrier must have 100% Portal compliance during the time Carrier receives expedited payments in exchange for the Discounted Amount.
 - e. Unless expressly modified by this Agreement, Carrier continues to operate under Cargomatic's Terms of Service on all other terms.
- 4. Minimum Use and Timeframes.** QuickPay, when elected by Carrier, will apply for a minimum of four (4) weeks from the Date of Request set forth in the QuickPay Change Form ("Initial Period"). The timing of QuickPay payments may vary based upon agreement of the Parties, as detailed in the QuickPay Change Form. If Carrier opts into QuickPay, it must maintain 100% Portal compliance during the entirety of the QuickPay period and for all Shipments delivered during that timeframe. QuickPay is not available on a Shipment-by-Shipment basis at this time.
- a. Carrier may request enrollment in the QuickPay Program at any time after completion and Cargomatic's approval of this Agreement. Initial enrollment will begin in accordance with the terms and conditions of the completed and signed [QuickPay Change Form](#), and submitting a legible copy to quickpay@cargomatic.com. The **QuickPay Change Form**, which may be modified from time to time, is appended to this Agreement and is available on Cargomatic's website. Cargomatic has the right to refuse QuickPay Program enrollment or request additional information prior to approving enrollment, at its full discretion.
 - b. QuickPay enrollment shall automatically continue until changed by Carrier. Carrier may unenroll from QuickPay by completing and signing the [QuickPay Change Form](#) and emailing it to quickpay@cargomatic.com. Any changes to Carrier's QuickPay elections will go into effect seven (7) days' after Cargomatic's receipt of a properly completed **QuickPay Change Form**. All invoices paid by Cargomatic during the change period may be paid as QuickPay at the QuickPay rate.



- c. All QuickPay transactions are final. Cargomatic is not liable for and has no obligation to return or refund QuickPay discounts where Carrier fails to (1) properly and effectively request a change of QuickPay enrollment or (2) Carrier fails to understand or appreciate the cost of program fees.
- d. Holidays may impact QuickPay deposit times. QuickPay will be processed at standard rates regardless of date of actual deposit. No discounts or refunds will be given as a result of delayed deposits for Bank Holidays or otherwise.

5. Notices and Questions.

- a. All questions about the QuickPay Program should be directed to Cargomatic Carrier Success at quickpay@cargomatic.com.
- b. All notices under this Agreement will be in writing and given by (1) hand delivery, (2) overnight courier with confirmation of receipt, or (3) email with confirmation of receipt. Notices to Cargomatic must be sent to:

Attn: Cargomatic Carrier Success quickpay@cargomatic.com

Copy to: Legal Department legal@cargomatic.com

Cargomatic, Inc.
211 E. Ocean Blvd., Suite 350
Long Beach, CA 90802

Notices to Carrier must be made to the email or physical address currently on file with Cargomatic, as updated via the Registry Monitoring Insurance Service.

6. Miscellaneous.

- a. Contents of Agreement; Amendments. This Agreement and any attachments referenced herein constitute the entire understanding of the parties regarding QuickPay and supersedes any prior agreements or understandings between the parties regarding QuickPay. Unless expressly modified herein, the Parties' rights and obligations are governed by the Terms of Service previously agreed between the Parties and as may be modified from time to time. This Agreement may be modified at Cargomatic's discretion in the same manner stated in the Terms of Service § 16.1. Waiver of one term does not alter the remainder of the Agreement. Failure to enforce does not constitute a waiver.
- b. Authority. The individual whose signature appears below represents and warrants that they are an authorized representative of the entity on whose behalf they entered into this Agreement and that they possess the full power and authority to enter into this Agreement and to bind the Party they purport to represent.



Agreed by:

CARRIER

Legal Carrier Name

Date

DBA Name

MC Number

BY: _____
(signature of authorized representative)

BY: _____
(e-signature of authorized representative)

Name:

Title: