



650 Warrenville Road, Suite 410 • Lisle, IL 60532 • 877-791-2102

Quick Pay Discount Agreement: Appendix A

Quick Pay Discount Program: DeSpir Logistics LLC's Quick Pay program provides contracted motor carriers with the ability to choose to receive completed shipment compensation faster than the standard contracted payment period in exchange for agreeing to a discount on the contractually agreed shipment compensation amount ("Quick Pay Program").

Terms and Conditions: If you choose to participate in the Quick Pay Program, you (Carrier) and party to a Contract for Motor Contract Carrier Services (Contract) with DeSpir Logistics, expressly acknowledge and agree to the following Quick Pay Program terms and conditions (Terms and Conditions) that relate to and govern Carrier's participation and/or continued participation in the DeSpir Logistics Quick Pay Program:

- I. As of July 23, 2021, the Quick Pay Program and all Carriers' participation in the Quick Pay Program are governed by these Terms and Conditions.
- II. By participating in the Quick Pay Program, Carrier is expressly requesting that DeSpir Logistics make early payment to Carrier of the freight charges earned by Carrier pursuant to the terms of the Contract, such early payment by DeSpir Logistics in exchange for a discount of the agreed compensation earned by Carrier as provided for in Article 3 of the Contract.
- III. Upon final delivery of a shipment by Carrier and after providing the necessary documents to confirm the satisfactory completion of Carrier's responsibilities regarding the shipment (i.e. the shipment was delivered on-time and/or without suffering loss or damage to the freight being transported) pursuant to the Contract, DeSpir Logistics agrees to pay to Carrier the amount of the freight bill as confirmed by DeSpir Logistics, less a discount of three point zero percent (3.0%) of the gross freight bill amount (Discounted Amount) DeSpir Logistics may determine to revise this discount rate from time to time, and will notify Carrier of any increase to the discount rate in accordance with the notice requirements set forth in these Terms and Conditions.
- IV. Upon receiving the necessary documents (and after allowing for a reasonable processing time), DeSpir Logistics will release payment of the Discounted Amount to Carrier within three (3) business days. The Discounted Amount will be paid to Carrier via electronic funds transfer (EFT) into Carrier's identified bank account.
- V. Instituting payment to Carrier within the Quick Pay Program and the first issuance of processing of the initial Quick Pay Program payment will take up to ten (10) business days from the receipt by DeSpir Logistics of Carrier's request to participate in the Quick Pay Program and completed Quick Pay Discount Agreement and EFT enrollment forms.
- VI. DeSpir Logistics may determine, in its sole discretion, to provide alternative, lower discounts rates to Carriers as part of various motor carrier incentive and/or reward programs sponsored by DeSpir Logistics. DeSpir Logistics will notify Carrier of any increase to the discount rate in accordance with the notice requirements set forth in these Terms and Conditions.
- VII. DeSpir Logistics may change, modify, add to and/or remove from these Terms and Conditions, expressly including increasing the discount rate (Changes) by providing Carrier with fifteen (15) days advance written notice of such Changes. Written notice may be issued to Carrier via a Load Confirmation, as defined in the Contract, or via email to Carrier's last known email address on file with DeSpir Logistics, or via registered mail to Carrier's last known mailing address on file with DeSpir Logistics. Upon Carrier's receipt of a written notice identifying a Change, or at any time and for any reason or no reason, Carrier may contact DeSpir Logistics at quickpay@despirlogistics.com or (877) 791-2102 and



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notify DeSpir Logistics of Carrier's determination to stop participation in the Quick Pay Program. For the avoidance of doubt, if Carrier disagrees with any changes, Carrier may stop its participation in the Quick Pay Program and its receipt of the Quick Pay service. Any and all Changes to the Terms and Conditions made by DeSpir Logistics shall only apply prospectively from the expiration of the notice period notifying Carrier of the Changes.

Legal Carrier Name: _____

DBA Name: _____

Authorized Contract Signature: _____

Printed Name: _____

Title (owner or officer of the company): _____

Date: _____

[END OF APPENDIX A]