Carrier QuickPay Agreement

ITG'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 ITG'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 ITG Transportation Services Corp. ("ITG") and the undersigned motor carrier ("Carrier"), effective as of the date of signature below ("Effective Date") and sets forth the terms and conditions of the program ("QuickPay Program") under which ITG offers, provides, and terminates motor carrier access to expedited payments at a discounted rate ("QuickPay"). This Agreement controls the terms and conditions of Carrier's participation in ITG's QuickPay Program.

1. Definitions. All capitalized terms not defined in this Agreement are subject to the definitions contained in ITG's Broker-Carrier Agreement, as may be amended from time to time.

2. Terms and Conditions. By enrolling in the QuickPay Program and agreeing to receive QuickPay, Carrier agrees to follow ITG's Broker-Carrier Agreement and the rules of this Agreement, abide by the terms of the QuickPay Change Form, and submit all invoices and backup documentation within 24 hours of shipment delivery. ITG reserves the right to remove and deny participation in the QuickPay Program for no reason or any reason, including Carrier's failure to meet documentation requirements or comply with the Broker-Carrier Agreement.

a. 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 (see Section 4 below for additional terms and conditions regarding use of Factoring Companies during the Initial Period).

b. Upon execution of this Agreement, Carriers may request to enroll in the QuickPay Program by completing and submitting a QuickPay Change Form.

c. During Carrier's enrollment in the QuickPay Program, all payments to Carrier will be made by electronic funds transfer ("EFT") to Carrier's bank account on record with ITG. Changes to Carrier's bank account will not be processed during the Initial Period (other than to correct errors made in good faith) and 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 ITG, and Carrier agrees that ITG's payment to such incorrect bank account made in accordance with Carrier's instructions shall relieve ITG of any further obligation to issue payment under such invoices.

d. Except and to the extent expressly modified by this Agreement and the QuickPay Change Form, Carrier acknowledges and agrees that Carrier remains subject to the terms and conditions of ITG's Broker-Carrier Agreement.

3. QuickPay Program Payments. Carriers enrolled in the QuickPay Program expressly request payments in accordance with the payment terms set forth in the QuickPay Change Form. When such Carrier enrollment is approved, ITG agrees to provide Carrier with access to early payments in exchange for the discount to be taken from the agreed upon Carrier Fee (linehaul, fuel and accessorial charges) and any other compensation as provided in the payment terms of the Broker-Carrier Agreement ("QuickPay Fee"). The QuickPay Fee shall be equal to the percent set forth in the QuickPay Change Form. ITG may adjust the QuickPay Fee from time to time upon fourteen (14) days' advance notice to Carrier. While Carrier's enrollment in the QuickPay Program simply expedites Carrier's standard payment terms and reduces the amount ITG owes to Carrier under an invoice (as reduced by the QuickPay Fee), it does not alter, amend, reduce, or waive ITG's rights under the Broker-Carrier Agreement (including those with respect to cargo loss, damage, or delay claims against the Carrier), or Carrier's liability for cargo loss, damage, or delay, or its obligations or requirements to submit timely, complete, and legible documentation to the appropriate location in order to receive payment for a shipment in accordance with the Broker-Carrier Agreement.

Carrier's submission of all required documents shall be considered received on the same day they are fully submitted by Carrier if such complete and legible documentation is received by ITG on a business day on or before 2:00 PM Central Time. In the event such complete and legible documentation is received by ITG on a Saturday, Sunday, or holiday, or after 2:00 PM Central Time on a business day, such documentation shall be treated as if received the following business day for purposes of calculating the QuickPay payment 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, but shall be set forth on the QuickPay Change Form to be executed by the Carrier. Further, in the event Carrier engages a Factoring Company during this Initial Period, Carrier's enrollment in the QuickPay Program shall nonetheless continue, subject to the terms and conditions of this Agreement and the QuickPay Change Form, until the expiration of the Initial Period, and Carrier shall defend, indemnify, and hold ITG harmless from any claims or causes of action brought by such Factoring Company for ITG's continued payment thereunder. 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 ITG's approval of this Agreement. Initial enrollment will begin in accordance with the terms and conditions of the completed and signed **QuickPay Change Form**, submitting a legible copy of the same to quickpay@itgtrans.com. The **QuickPay Change Form**, which may be modified from time to time, is appended to this Agreement and is available on ITG's website. ITG 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 **QuickPay Change Form** and emailing it to quickpay@itgtrans.com.

5. Miscellaneous. 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 Broker-Carrier Agreement previously agreed between the Parties and as may be modified from time to time. This Agreement may be modified at ITG's discretion in the same manner stated in the Broker-Carrier Agreement. Waiver of one term does not alter the remainder of the Agreement. Failure to enforce does not constitute a waiver.

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)

Name:
Title: