Uber Freight Quick Pay Terms and Conditions

Uber Freight Quick Pay provides contracted motor carriers ("<u>Carriers</u>") with the ability to choose to receive compensation for completed Specified Shipments (defined below) faster than the standard contractual payment period in exchange for agreeing to a discount to the contractually agreed compensation amount (the "<u>Quick Pay Program</u>"). The Quick Pay Program will be available starting on September 12, 2023.

By choosing to participate in the Quick Pay Program, Carrier expressly acknowledges and agrees to the following Quick Pay Program terms and conditions (these "<u>Terms and Conditions</u>") that govern the Quick Pay Program:

- 1. <u>Election to Participate in Quick Pay</u>. By signing below, Carrier elects to participate in the Quick Pay Program solely with respect to shipments on the Uber Freight platform, which shipments have ten-digit load numbers starting with "UF-" (the "Specified Shipments"). The Specified Shipments do not include shipments on the McLeod platform, which shipments have seven-digit load numbers. Carrier expressly requests that Uber Freight US LLC, Uber Freight LLC and their brokerage affiliates ("<u>Uber Freight</u>") make payment to Carrier of all amounts due to Carrier for the Specified Shipments pursuant to its broker-carrier agreement with Uber Freight (the "<u>Carrier Agreement</u>") earlier than contractually required by the Carrier Agreement, as set forth below. Such early payment by Uber Freight will be made in exchange for a discount to the agreed compensation due to Carrier pursuant to the Carrier Agreement.
- 2. <u>Discounted Amounts</u>. Upon successful delivery of a Specified Shipment by Carrier and after Carrier provides the requested documents to confirm the satisfactory completion of Carrier's responsibilities regarding the shipment as required under the Carrier Agreement, Uber Freight agrees to pay to Carrier the carrier rate amount confirmed by Uber Freight, less a discount of two percent (2%) of such amount (the "<u>Discounted Amount</u>"). Uber Freight may determine to revise this discount rate from time to time, and will notify Carrier of any change to the discount rate in accordance with the notice requirements set forth in these Terms and Conditions.
- 3. <u>Quick Payments</u>. Uber Freight will release payment of the Discounted Amount to Carrier within two (2) business days following Uber Freight's receipt, review and approval of the required shipment documents from Carrier.
- 4. <u>Changes to these Terms</u>. Uber Freight may change or modify these Terms and Conditions, including by modifying the discount rate and resulting Discounted Amount, by providing Carrier with fifteen (15) days advance written notice of such modifications or changes (collectively, "<u>Changes</u>"). Written notice may be issued to Carrier via email to Carrier's last known email address on file with Uber Freight, via registered mail to Carrier's last known mailing address on file with Uber Freight, via Uber Freight's mobile application or website, or otherwise as set forth in the Carrier Agreement. Any and all Changes to these Terms and Conditions made by Uber Freight will only apply prospectively from the expiration of the notice period notifying Carrier of the Changes.
 - 5. Transitioning Onto or Off of Quick Pay. The Quick Pay Program will be available

starting on September 12, 2023. Instituting payment to Carrier within the Quick Pay Program and the first issuance of the initial payment under the Quick Pay Program to Carrier may take up to five (5) business days from the receipt by Uber Freight of Carrier's election to participate in the Quick Pay Program. If Carrier later opts out of the Quick Pay Program as described below, Uber Freight may take up to five (5) business days to transition Carrier to standard contractual payment terms. To opt out of the Quick Pay Program, Carrier may email Uber Freight at quickpay@uberfreight.com or opt out via the Uber Freight mobile application or website if such functionality is available. For the avoidance of doubt, if Carrier disagrees with any Changes or otherwise wants to opt out of the Quick Pay Program at any time, Carrier may stop its participation in the Quick Pay Program subject to the transition period described above.

Accepted and agreed:
Carrier Name:
US DOT #:
Signature:
Name of Signatory:
Title of Signatory:
Date: