

TERMS AND CONDITIONS OF SERVICE AGREEMENT - CARRIERS

These Terms and Conditions apply to the Carrier/CtrlChain Agreement (“Agreement”) by and between the carrier named on the Agreement (CARRIER) and CtrlChain USA, Inc. (CtrlChain) (collectively, the “Parties”).

I.

RECITALS

A. CtrlChain is licensed as a property broker by the Federal Motor Carrier Safety Administration (“FMCSA”), or by appropriate State agencies, and as a licensed broker, arranges for freight transportation; and

B. CARRIER is authorized to operate in inter-provincial, interstate and/or intrastate commerce and is qualified, competent and available to provide for the transportation services requested by and directly for CtrlChain (the “Services”). CtrlChain and CARRIER agree as follows:

II. AGREEMENT

1. TERMS AND CONDITIONS

CARRIER agrees that these Terms and Conditions as in effect from time to time apply to every shipment serviced by CARRIER under a CtrlChain/Carrier Agreement or order confirmation (“Agreement”) with CtrlChain. No other general terms and conditions apply, and the applicability of any general or special terms and conditions of CARRIER are explicitly rejected, even if set forth in any CARRIER documents or communications. CtrlChain preserves the right to unilaterally amend these Terms and Conditions from time to time. Any such amended provisions shall apply from the moment CtrlChain has published the amendment on CtrlChain’s Website (including www.ctrlchain.com and all other websites managed by CtrlChain) (“Website”). CARRIER shall consult the Website on a regular basis and understands and agrees that the continued use of the platform of CtrlChain through which CtrlChain offers its services, including applications associated therewith (the “Platform”) after such amendment or modification constitutes CARRIER’s acceptance of the amendment or amendments. Without limiting the foregoing, and regardless of whether they are required by law, in no event shall any provisions of CARRIER’s tariff, general or special terms and conditions, service guide, bill of lading, or similar documentation apply to services provided under these Terms and Conditions. In addition, in order to use the Platform:

a. In order to use the Platform, CARRIER must register for an account on the Website (“Account”) and provide certain information as prompted by the registration form. CARRIER agrees to provide CtrlChain with accurate and complete information for the registration and agrees to communicate all facts and circumstances that may be important for the proper performance of the Services and provide CtrlChain with all required data and information with regard to these facts and circumstances. CtrlChain reserves the right, in its sole discretion, at any time, to limit, suspend and/or block CARRIER’s access to the Platform.

b. CARRIER shall use the Platform in accordance with CtrlChain’s instructions, these Terms and Conditions and applicable law and regulations, including applicable data protection and privacy legislation, and agrees that only authorized and capable persons shall have access to the Platform. CARRIER takes full responsibility and liability for all activity occurring during the use of its account, whether it is authorized or not. CARRIER must inform CtrlChain without delay about any unauthorized use of its account.

c. CARRIER is responsible for obtaining the data network access necessary to use the Platform. CARRIER's mobile network's data and messaging rates and fees may apply if CARRIER accesses or uses the Platform from a wireless-enabled device. CARRIER is responsible for acquiring and updating compatible hardware or devices necessary to access and use the Platform and any updates thereto. CtrlChain does not guarantee that the Platform, or any portion thereof, will function on any particular hardware or devices.

d. CARRIER acknowledges that the use of the Platform is at the risk of CARRIER. CtrlChain does not warrant that the Website and/or the Platform are or will be completely error-free, bug-free or interrupted. CtrlChain is not liable for any stoppages, slowdowns, interruption of the Website and/or Platform or damage or loss resulting from the temporary unavailability of the Website or Platform, regardless of the basis for liability.

e. This Agreement does not in any way limit the right of CtrlChain or any other owner of software related to the Platform to, at any time redesign, change the order, structure and specifications, features and every component and/or other aspect of the Website, Platform or any other proprietary content used by CtrlChain. All intellectual property rights, such as trademarks and copyrights to the name, CtrlChain, the Website, Platform and other proprietary content are vested exclusively in CtrlChain, its affiliates, its licensors or its suppliers. The software components owned by third parties, including open source, shall be subject to licenses issued by that respective third party. CARRIER will acquire only the rights of use of the Platform expressly granted under these Terms and Conditions, any Agreement and the law. The right of use of the Platform to which CARRIER is entitled is not exclusive and cannot be transferred, pledged or sublicensed by CARRIER. Any use of CtrlChain's name, Website or the Platform or their content, including the full or partial reproduction, publication, copying or storage of such content other than for own use by CARRIER is prohibited without CtrlChain's prior, specific and written consent.

2. CARRIER'S OPERATING AUTHORITY AND COMPLIANCE WITH LAW.

CARRIER represents and warrants that it is duly and legally qualified in accordance with all federal, state, provincial, territorial, and local laws, statutes, regulations, rules, and ordinances (collectively, "Applicable Law") to provide, as a contract carrier, the Services contemplated herein. CARRIER further represents and warrants that it does not have an unsatisfactory or unfit safety rating issued by any regulatory authority with jurisdiction over CARRIER's operations, including, but not limited to, the Federal Motor Carrier Safety Administration ("FMCSA") of the U.S. Department of Transportation ("DOT"). CARRIER further agrees to comply with all Applicable Law in the performance of its Services under these Terms and Conditions. In the event that CARRIER receives an unsatisfactory or unfit safety rating, is notified that it may receive an unsatisfactory or unfit safety rating, fails to maintain insurance required hereunder, is notified that such insurance may become ineffective or is otherwise prohibited by Applicable Law from performing Services hereunder, CARRIER shall immediately notify CtrlChain of such fact and shall not carry any loads or goods tendered to CARRIER by CtrlChain until such prohibition on operations is removed. CARRIER shall be solely responsible for its day to day operations including, but not limited to, setting appropriate routes to ensure that transportation of shipments is accomplished in accordance with all Applicable Laws and to otherwise ensure shipments are not damaged in transit.

3. PERFORMANCE OF SERVICES.

3.1 Each individual transportation request by CtrlChain shall become binding upon the confirmation by CtrlChain to CARRIER of each individual shipment, provided that CtrlChain may terminate any such request at any time prior to the pick-up time of the specific shipment without any requirement for the payment of compensation except that if CARRIER terminates a confirmed transport order fewer than 24 hours before the time of pick-up, CARRIER will be responsible for all additional costs and expenses incurred by CtrlChain with another carrier. If CARRIER finds any alternative solutions to provide services through a subcontractor of CARRIER within a timeframe acceptable to CtrlChain, CARRIER must obtain prior written consent from CtrlChain for use of the subcontractor in accordance with Section 13 of this Agreement.

Accessorial	Description	Fee
Additional Stops (Trucking)	A shipment includes a pick-up and delivery, when additional pick-ups and delivery locations are required and additional fee per surcharge will be applicable (excluding additional mileages).	\$50,00
Detention / Waiting time (with/without power) (Truck and driver)	Driver wait time or detention time is defined as the time a driver waits beyond what he or she anticipates needing to load/unload the freight. 2 hours loading and 2 hours unloading included.	\$50,00
Layover	A layover fee is applied if a truck is unable to get loaded or offloaded on the day originally scheduled and the transit/loaded days are extended.	\$200,00
Rider Cancellation / Truck Order (TONU)	Transportation orders cancelled <24 hours before the order is desired to be picked-up.	\$150,00

3.2 Without limiting CARRIER's responsibility for meeting pickup and delivery times, CARRIER shall be solely responsible for controlling the method, manner and means of accomplishing CARRIER's Services. CARRIER or its driver are responsible for determining the appropriate route for transportation. Any route directions provided by CtrlChain to CARRIER are provided as a convenience only and CARRIER shall have no obligation to follow such routing directions. So as to allow CtrlChain access to information regarding shipment status, CARRIER shall provide contact information for any driver transporting cargo pursuant to these Terms and Conditions.

3.3 CARRIER's Services under these Terms and Conditions are designed to meet the needs of CtrlChain under the specified rates and conditions set forth herein.

3.4 CARRIER shall transport all shipments provided under these Terms and Conditions without delay, and all occurrences which would be probable or certain to cause delay shall be immediately communicated to CtrlChain by CARRIER. These Terms and Conditions do not grant CARRIER an exclusive right to perform any transportation related Services for CtrlChain, nor do these Terms and Conditions grant CARRIER any right to perform Services directly for any entity that has retained CtrlChain (hereinafter, the "Shipper").

3.5 Any equipment used by CARRIER to transport cargo pursuant to these Terms and Conditions shall be used exclusively for such purpose while loaded with cargo tendered by CtrlChain, and in no event will property of any other party be loaded on such equipment unless CtrlChain expressly consents thereto in writing.

4. RECEIPTS AND BILLS OF LADING.

Each shipment hereunder shall be evidenced by a bill of lading acceptable to CtrlChain naming CARRIER as the transporting carrier. The fact that CtrlChain is named as a "carrier" upon any applicable bill of lading shall not affect CARRIER's liability for such shipment hereunder. Upon delivery of each shipment made hereunder, CARRIER shall obtain a receipt showing the kind and quantity of product delivered to the consignee of such shipment at the destination specified by CtrlChain, and CARRIER shall cause such receipt to be signed by the consignee. The bills of lading are intended to act as a receipt only. CARRIER's failure to issue a bill of lading shall not affect its liability hereunder. CARRIER shall notify CtrlChain immediately of any exception made on the bill of lading or delivery receipt.

5. CARRIER'S OPERATIONS.

5.1 CARRIER shall, at its sole cost and expense: (i) furnish all equipment necessary or required for the performance of its obligations hereunder (the "Equipment"); (ii) pay all expenses related, in any way, with the use and operation of the Equipment; (iii) maintain the Equipment in good repair,

mechanical condition and appearance; and (iv) maintain records of Equipment use which will be provided to CtrlChain upon request.

5.2 CARRIER shall be responsible for the acts and omissions of each of its employees, agents, representatives, contractors, and any subcontractors (which must be approved as set forth below in Section 13), and shall utilize only competent and able personnel that are legally licensed in accordance with all Applicable Law to perform the Services hereunder. CARRIER shall have full control of any personnel used in the provision of motor carrier services hereunder. CARRIER shall be solely responsible for ensuring, and will ensure, at CARRIER's cost and expense, that such personnel are fully qualified to perform Services hereunder, and that such personnel have access to all locations into which access is necessary to perform Services under these Terms and Conditions. Without limiting the foregoing, CARRIER shall ensure that any personnel providing Services have sufficient hours available to complete scheduled deliveries in accordance with, and without violation of, applicable hours of service regulations. CARRIER shall be solely responsible for determining whether scheduled Services can be completed without violation of Applicable Law, and if Services cannot be completed without violation of Applicable Law, shall notify CtrlChain prior to acceptance of load.

5.3 CARRIER shall perform the Services hereunder as an independent contractor, and assumes complete responsibility for all state and federal taxes, assessments, insurance (including, but not limited to, workers' compensation, unemployment compensation, disability, pension and social security insurance) and any other financial obligations arising out of the transportation performed hereunder.

5.4 CARRIER shall be solely responsible for compliance with all provisions of Applicable Law regarding air quality and environmental standards including, but not limited to, those of the California Air Resources Board ("CARB"). By furnishing services under these Terms and Conditions, CARRIER acknowledges and agrees that it is aware of applicable CARB regulations, including the Truck and Bus Regulation ("TBR") at 13 C.C.R. § 2025, the Drayage Truck Regulation ("DTR") at 13 C.C.R. § 2027, the regulation on Transportation Refrigeration Units ("TRU") at 13 C.C.R. § 2477 et. Seq., and the Tractor Trailer Greenhouse Gas ("GHG") regulation at 17 C.C.R. § 95300 et. Seq., and has adopted policies and procedures to ensure compliance with such regulations, as they may be revised, adopted, and amended from time to time. CARRIER shall only dispatch and operate compliant vehicles (including vehicles with compliant TRUs) and shall maintain shipment specific records evidencing such compliance, which records shall be provided to CtrlChain upon request. Without limiting the foregoing, if CARRIER operates TRUs in California under these Terms and Conditions, it shall ensure all such units are registered with the CARB's Equipment Registration system ("ARBER").

5.5 With respect to transportation governed by regulations of the Food and Drug Administration ("FDA") codified at 21 C.F.R. Part 1.900, and regardless of whether such FDA regulations apply to CARRIER, CARRIER shall be responsible for the safety and sufficiency of all items used in the transportation of the goods, including all vehicles and Transportation Equipment as defined in such regulations. CARRIER is responsible for all sanitary conditions during transport and for compliance with shipper instructions including, but not limited to, any requirements related to condition, design, maintenance or type of transportation equipment; sealing of trailers; cross-contaminant restrictions; segregation/isolation of food consignments; records relating to equipment (such as prior use or cleaning); temperature range requirements; temperature records (including method of measuring, monitoring and documenting temperature); pre-cooling requirements; required transit-times, etc.. CARRIER must confirm the vehicle and Transportation Equipment: (i) is in appropriate physical condition to transport the goods tendered; (ii) is dry, leak proof, free of harmful or offensive odor, free from pest infestation and free from evidence of prior cargo that could render the shipment unsafe; and (iii) shall never have been used to transport any waste (whether hazardous or not), refuse, garbage, rodenticide, pesticide, or insecticide.

5.6 In the event CARRIER is requested to transport waste or hazardous materials, CARRIER represents and warrants that it has obtained all necessary federal, state and provincial permits and registrations to transport hazardous materials or waste in inter-provincial, interstate and/or intrastate commerce. Upon request, CARRIER shall provide CtrlChain with a copy of all such federal and state permits and registrations. CARRIER further represents and warrants that: (i) it is in compliance with

any and all applicable laws, rules and regulations applicable to such transportation, including, but not limited to 49 C.F.R. Parts 171-178; (ii) all drivers used to transport such shipments have undergone the necessary training requirements of all applicable state, provincial and federal laws; and (iii) all drivers used to transport hazardous material have the proper endorsements on their Commercial Driver's License (or such analogous operator permit as is applicable to such driver) to legally transport such shipments. CARRIER acknowledges and agrees that CtrlChain's sole obligation regarding information-disclosure related to Services with respect to such shipments is to pass through information (including commodity descriptions and classifications) and documentation (including shipping papers) provided to CtrlChain by the Shipper. CtrlChain shall have no obligation to independently verify the accuracy of such information or documentation.

5.7 CARRIER shall maintain appropriate security infrastructure to ensure the physical security of shipments and equipment handled under the terms of these Terms and Conditions. In addition, CARRIER shall comply with CtrlChain's Security Policy ("CCA Security Policy") as in effect on the date of pickup of the shipment. The CCA Security Policy is published at www.ctrlchain.com/security-policy-us and is incorporated into these Terms and Conditions as if fully set forth herein.

5.8 With respect CARRIER's general business operations, CARRIER represents and warrants, as well as agrees to provide CtrlChain, upon CtrlChain's request, all necessary supporting documents, information, and materials necessary to confirm, the following:

- a. CARRIER's operations and Services are free from any direction and control by CtrlChain with respect to the performance of the work.
- b. CARRIER's performance of Services is in response to CtrlChain's request and directly performed for CtrlChain. CARRIER does not provide any Services directly for any of CtrlChain's Shippers.
- c. CARRIER has obtained, and shall maintain at all times, any applicable license, permit, and/or tax registration, required by Applicable Law, necessary for CARRIER to operate its business.
- d. CARRIER maintains and operates out of its headquarters or other primary business location, located at the address communicated to CtrlChain.
- e. CARRIER is customarily engaged in the business of providing for-hire motor carrier services to the public, including to property brokers. This business is independent from that of CtrlChain's.
- f. CARRIER concurrently provides motor carrier services for its own, separate clientele, including under separate motor carrier services agreements. CARRIER acknowledges and understands CtrlChain does not prohibit or otherwise restrict CARRIER's ability to provide services and engage in such business dealings with CARRIER's separate clientele.
- g. CARRIER actively advertises its motor carrier services and holds itself out to the public as an available for-hire motor carrier.
- h. CARRIER provides its own tools, vehicles, and all other equipment necessary to provide the Services. Moreover, CARRIER determines its own hours of operations and business location(s).
- i. CARRIER negotiates its own rates and, with respect to these Terms and Conditions and any agreement, has had the opportunity to negotiate rates with CtrlChain.
- j. CARRIER is not performing the type of work for which a license is required by the California State License Board, pursuant to Chapter 9 (commencing with Section 7000) of Division 3 of the California Business and Professions Code.

6. RATES & PAYMENTS

6.1 For each shipment serviced by CARRIER, CARRIER will invoice and CtrlChain will pay the rates and charges set forth in the order confirmation for the shipment. CARRIER will send invoices to CtrlChain electronically through the Platform. CARRIER represents and warrants that there are no other applicable rates or charges except those established in these Terms and Conditions or in the order confirmation for the shipment. Agreed upon rates and charges can be supplemented or revised only by further written agreement of both Parties. Rates for any and all accessorial services that might be provided by CARRIER must be set forth in the order confirmation or in these Terms and Conditions to be valid. Without limiting the foregoing, CtrlChain must receive notice from CARRIER through the Platform at least two hours prior to the time when detention would start to accrue.

6.2 CARRIER will supply rates electronically and accept shipments electronically. These terms and conditions are deemed accepted when the order confirmation is issued by CtrlChain.

6.3 In the event Service is provided and it is subsequently discovered that there was no applicable or understood rate, the Parties agree that the rate paid by CtrlChain and collected by CARRIER shall be the agreed upon contract rate of the Parties for the Services provided, unless such rate is objected to by CARRIER in writing within 10 days of payment by CtrlChain.

6.4 Payment by CtrlChain will be made within thirty (30) days of receipt by CtrlChain of CARRIER's freight bill, bill of lading, clear delivery receipt, and any other necessary billing documents enabling CtrlChain to ascertain that Service has been provided at the agreed upon charge. As a condition to payment, CARRIER shall provide CtrlChain with a legible copy or photocopy of the bill of lading or other proof of delivery. Failure to provide such documentation within forty-eight (48) hours of delivery may result in a reduction in rate. CARRIER's failure to provide CtrlChain with a legible copy or photocopy of the bill of lading or other proof of delivery will result in CARRIER being held responsible to CtrlChain for any and all revenues that are uncollected by CtrlChain because of CARRIER's failure to provide needed support paperwork to CtrlChain.

6.5 CARRIER agrees that CtrlChain has the exclusive right to handle all billing of freight charges to the Shipper related to any Services provided herein, and, as such, CARRIER agrees to refrain from all collection efforts against any shipper, receiver, or other applicable third party unless CtrlChain, in its sole discretion, expressly authorizes CARRIER in writing to collect from any such party, in which case, CARRIER's sole recourse will be against such party. In the event CtrlChain authorizes CARRIER in writing to collect from any party other than CtrlChain, the Parties acknowledge and agree this does not change the nature of the Services as being performed directly for CtrlChain, not the party to which CARRIER reaches out for such payment. Upon CARRIER's receipt of payment from CtrlChain, any right of CARRIER to payment from any third party for Services performed will be automatically assigned to CtrlChain.

6.6 CARRIER further agrees that CtrlChain has the discretionary right to offset any payments owed to CARRIER hereunder for liability incurred by CARRIER, including, but not limited to, claims for freight, loss, damage, or delay.

6.7 CARRIER shall submit all freight bills within 180 days of delivery or waive its right to payment for Services rendered with respect to such late submitted invoices. Claims for undercharges must be brought within 180 days of CtrlChain's receipt of the original invoice giving rise to such undercharge claim. Assuming CARRIER has complied with the foregoing invoicing obligations, CARRIER shall bring suit related to unpaid freight charges or undercharges within 18 months of the date of delivery or its right to sue or otherwise seek payment shall be waived.

7. WAIVER OF CARRIER'S LIEN.

CARRIER shall not withhold any goods transported under these Terms and Conditions on account of any dispute as to rates or any alleged failure of CtrlChain to pay charges incurred under these Terms and Conditions. CARRIER is relying upon the general credit of CtrlChain and hereby waives and

releases all liens which CARRIER might otherwise have to any goods in the possession or control of CARRIER.

8. FREIGHT LOSS, DAMAGE OR DELAY.

8.1 CARRIER shall have the sole and exclusive care, custody and control of the cargo tendered hereunder from the time it is delivered to CARRIER for transportation until delivery to the consignee accompanied by the appropriate receipts. CARRIER shall notify CtrlChain immediately in the event any such cargo is lost (including stolen), damaged or destroyed, or in the event CARRIER becomes aware that applicable delivery schedules will not be met.

8.2 CARRIER assumes the liability of a motor carrier under the Carmack Amendment as currently codified at 49 U.S.C. § 14706 for loss, delay, damage to or destruction of any and all goods or property tendered to CARRIER pursuant to these Terms and Conditions from the time the shipment is tendered to CARRIER until delivery.

8.3 CARRIER shall be liable for the full invoice value of the cargo lost, damaged, delayed, or destroyed, as well as any additional costs or fees imposed upon CtrlChain by the cargo claimant, except that CARRIER's full value liability shall not exceed \$150,000 (U.S. Dollars) per shipment unless agreed upon in writing by the Parties (such agreement may, but need not necessarily, take the form of a declared value declaration). No other limitation of liability shall apply unless specifically agreed to in writing by CtrlChain prior to CARRIER's receipt of the specific shipments to which such limitation applies, and CtrlChain's agreement to a limitation shall not be construed as a waiver of full value liability with respect to any other goods tendered to CARRIER.

8.4 CtrlChain may request that CARRIER accept a higher maximum liability. In such an event, the increased valuation will be stated in a separate order confirmation or on the bill of lading. CARRIER's acceptance of the load shall evidence CARRIER's acknowledgement that CARRIER agrees that it will be liable for the increased valuation (of the full value of the goods, whichever is less), and that CARRIER agrees to maintain cargo insurance up to the full amount of such valuation. Upon request, CARRIER will provide CtrlChain evidence of such increased cargo insurance limits, which insurance will comply with the provisions of these Terms and Conditions governing cargo insurance. CARRIER will comply with the provisions of the CCA Security Policy as applicable based on the amount of the higher valuation.

8.5 CARRIER waives any Applicable Law regarding processing of claims and handling of salvage, including, but not limited to, the provisions of 49 C.F.R. Part 370. CARRIER shall pay to CtrlChain, or allow CtrlChain to deduct from the amount CtrlChain owes CARRIER, the full actual loss for the kind and quantity of commodities so lost, delayed, damaged or destroyed. Payments by CARRIER to CtrlChain, pursuant to the provisions of this section, shall be made within thirty (30) days following receipt by CARRIER of CtrlChain's undisputed claim and supporting documentation. CARRIER shall fully assist CtrlChain in investigating any claim for cargo loss, damage, delay, or destruction.

8.6 CARRIER waives any right to salvage goods subject to this provision, as well as any right to claim an offset for the value of salvage.

8.7 Exclusions from coverage contained in CARRIER's Cargo Insurance as required herein shall not affect CARRIER's liability for freight loss, damage, or delay.

9. INSURANCE.

CARRIER shall procure and maintain, at its sole cost and expense, the following insurance coverages:

9.1 Public liability and property damage insurance ("AL") covering all owned, non-owned, and hired vehicles (including any Trailers provided by CtrlChain) with a reputable and financially responsible insurance CtrlChain insuring CARRIER in an amount not less than \$1,000,000.00 (U.S. Dollars) per occurrence, or such larger amount as required by Applicable Law.

9.2 Commercial General Liability (“CGL”) Insurance covering the transportation of shipments and other operations under these Terms and Conditions in an amount not less than \$750,000.00 (U.S. Dollars) per occurrence. Such insurance shall also cover CARRIER’s contractual liability under these Terms and Conditions.

9.3 All Risk Broad Form Motor Truck Cargo Legal Liability (“Cargo”) insurance in an amount not less than \$100,000.00 (U.S. Dollars) per occurrence. The coverage provided under the policy shall have no exclusions or restrictions of any type that would foreseeably preclude coverage relating to cargo claims including, but not limited to, exclusions for unattended or unattached trailers, theft, commodities transported under these Terms and Conditions, refrigerator breakdown or lack of refrigerator fuel.

9.4 Statutory Workers’ Compensation Insurance coverage in such amounts and in such form as required by applicable state law and Employer’s Liability Insurance .

9.5 All insurance policies required by these Terms and Conditions shall, as applicable, be primary and shall waive subrogation and contribution against CtrlChain and CtrlChain’s customers. CARRIER shall furnish to CtrlChain written certificates obtained from the insurance carrier showing that such insurance has been procured, is being properly maintained, the expiration date, and specifying that written notice of cancellation or modification of the policies shall be given to CtrlChain at least thirty (30) days prior to such cancellation or modification. In addition, CtrlChain shall be named as an additional insured on CARRIER’s CGL and AL policies, and as a loss payee on the Cargo policy as evidenced by an endorsement on the certificates of insurance. Upon request of CtrlChain or its designated insurance consultant, CARRIER shall provide CtrlChain or CtrlChain’s consultant with copies of the applicable insurance policies.

10. INDEMNITY.

CARRIER SHALL DEFEND, INDEMNIFY, AND HOLD CtrlChain, THE SHIPPER, AND EACH OF THEIR AFFILIATED ENTITIES HARMLESS FROM AND AGAINST, AND SHALL PAY AND REIMBURSE, ANY AND ALL DIRECT OR INDIRECT LOSS, LIABILITY, DAMAGE, CLAIM, FINE, COST OR EXPENSE, INCLUDING REASONABLE ATTORNEY’S FEES, ARISING OUT OF OR IN ANY WAY RELATED TO THE PERFORMANCE OR BREACH OF THESE TERMS AND CONDITIONS OR ANY AGREEMENT BY CARRIER, ITS EMPLOYEES OR INDEPENDENT CONTRACTORS WORKING FOR CARRIER (COLLECTIVELY, THE “CLAIMS”), INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR OR RELATED TO PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE AND CARRIER’S POSSESSION, USE, MAINTENANCE, CUSTODY OR OPERATION OF THE EQUIPMENT; PROVIDED, HOWEVER, THAT CARRIER’S INDEMNIFICATION AND HOLD HARMLESS OBLIGATIONS UNDER THIS PARAGRAPH WILL NOT APPLY TO THE PRORATED EXTENT THAT ANY CLAIM IS DIRECTLY AND PROXIMATELY CAUSED BY THE NEGLIGENCE OR OTHER WRONGFUL CONDUCT OF THE PARTY TO BE DEFENDED, INDEMNIFIED OR HELD HARMLESS. CARRIER HEREBY EXPRESSLY WAIVES ANY EXCLUSIVE REMEDY DEFENSE, INCLUDING, BUT NOT LIMITED TO, THOSE AVAILABLE UNDER ANY WORKERS’ COMPENSATION OR OTHER OCCUPATIONAL ACCIDENT STATUTORY REGIME, TO THE EXTENT NECESSARY TO EFFECTUATE CARRIER’S OBLIGATIONS UNDER THIS PROVISION.

11. HANDLING, LOADING AND SEALING.

11.1 CARRIER will comply with the CCA Security Policy and with any other handling instructions provided by CtrlChain including, but not limited to, compliance with requirements related to transportation of temperature-controlled shipments. Without in any way limiting the generality of the foregoing, CARRIER shall ensure that any shipments requiring controlled temperature transit are maintained at all times within required temperature ranges.

11.2 If goods are tendered to CARRIER and a reasonable person would understand that the goods require controlled temperature transportation, and CARRIER has not been provided instructions regarding controlled temperature goods, CARRIER shall request and obtain such instructions prior to

loading the goods. If CARRIER receives contradictory or confusing instructions regarding any shipment, CARRIER must resolve the contradictory or confusing instructions prior to accepting the shipment for transport.

11.3 Unless a shipment is loaded and sealed prior to arrival of CARRIER personnel, the manner of loading and securing freight upon Equipment shall be the sole responsibility of CARRIER. With respect to unsealed loads loaded prior to CARRIER's arrival, CARRIER shall be obligated to inspect such loading prior to departing. CARRIER represents that each driver utilized by it shall be competent to manage the loading and transportation of the goods subject to these Terms and Conditions.

11.4 When required by the CCA Security Policy or required by CtrlChain for a specific shipment, CARRIER shall secure shipments with a serialized seal. CARRIER shall ensure that the serialized seal number appears on the bill of lading or other form of manifest or receipt. CARRIER shall be solely responsible for maintaining seal integrity during transportation of the shipment. Except as is required by law enforcement personnel, under no circumstances shall CARRIER or any of its personnel break any seal without the express consent of CtrlChain. CARRIER shall immediately notify CtrlChain to report a missing or broken seal.

11.5 In the event that law enforcement personnel require that CARRIER break any seal on any shipment, CARRIER shall document such fact on the bill of lading or other form of manifest or receipt by noting the law enforcement agency, time, location, and officer name and badge number. Upon completion of inspection by law enforcement personnel, CARRIER personnel shall immediately re-seal the shipment with a serialized seal and shall indicate the second seal number on the bill of lading or other form of manifest or receipt. Furthermore, CARRIER shall, as soon as reasonably possible after being required to break a seal by law enforcement personnel, communicate such fact to CtrlChain and, if not CtrlChain, the consignee of the shipment.

11.6 Carrier agrees that food that has been transported or offered for transport under conditions that are not in compliance with the load handling instructions, as provided to CARRIER, may be considered "adulterated" within the meaning of the Federal Food, Drug and Cosmetic Act, 21 U.S.C § 342(i), and its implementing regulations. CARRIER understands and agrees that adulterated shipments may be refused by the consignee or receiver, upon their delivery, at destination and CARRIER shall bear sole risk of rejection of cargo arising from or related to broken seals or failure to comply with load handling instructions.

12. CONFIDENTIALITY AND NON-SOLICITATION.

CARRIER shall maintain records related to shipments transported under these Terms and Conditions, and with respect to shipments consisting of food, shall also obtain records related to prior shipments transported in the same equipment, for a period of not less than three (3) years from the date of delivery. CARRIER shall provide such records to CtrlChain upon request, and regardless of whether these Terms and Conditions remain in effect at the time of such request. Neither PARTY may disclose the terms of these Terms and Conditions to a third party without the written consent of the other PARTY except (1) as required by law or regulation; (2) disclosure is made to its accountants, tax advisors, attorneys, or any parent, subsidiary or affiliate CtrlChain; or (3) to facilitate rating or auditing of transportation charges by an authorized agent and such agent agrees to keep the terms of the Agreement confidential. In addition, in no event will CARRIER disclose any information regarding CtrlChain's Shippers (including identities, locations, volumes, etc.), the rates for Services agreed between CtrlChain and CARRIER, or the rates paid by CtrlChain to CARRIER with respect to Services hereunder. CARRIER will not accept traffic, either directly or indirectly, from any shipper, consignor, consignee or customer of CtrlChain where: (1) the availability of such traffic first became known to CARRIER as a result of CtrlChain's efforts; or (2) the traffic of the shipper, consignor, consignee or customer of CtrlChain was first tendered to CARRIER by CtrlChain. If CARRIER breaches this provision while providing services under these Terms and Conditions or for twelve (12) months thereafter, CARRIER shall be obligated to pay CtrlChain, for a period of fifteen (15) months thereafter, commissions in the amount of thirty- five percent (35%) of the transportation revenue resulting from traffic transported in violation of this provision, and CARRIER shall provide CtrlChain with all documentation requested by CtrlChain to verify such transportation revenue. CARRIER shall not

utilize CtrlChain's name or identity in any advertising or promotional communications without written confirmation of CtrlChain consent.

13. SUB-CONTRACT PROHIBITION.

CARRIER specifically agrees that all freight tendered to it by CtrlChain shall be transported on equipment operated only under the for-hire motor carrier 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 CtrlChain. In the event that CARRIER breaches this provision, CARRIER shall remain directly liable to CtrlChain as if CARRIER transported such freight under its own authority in accordance with this provision, and shall further hold harmless and indemnify CtrlChain from any and all loss, liability, damage, claim, fine, cost or expense, including reasonable attorney's fees, arising out of or in any way related to the use of any subcontractor in violation of this provision regardless of whether arising from the conduct or omissions of CARRIER, the subcontractor, or any other third party. If CARRIER in any manner sub-contracts, brokers, or otherwise arranges for freight to be transported by a third party, in addition to any other rights and remedies available to CtrlChain, CtrlChain may, in its sole discretion, pay the underlying carrier directly, which payment will relieve CtrlChain of any and all payment obligations to CARRIER with respect to such load.

14. CTRLCHAIN'S RECORDS.

CARRIER hereby waives its right to obtain copies of CtrlChain's records as provided for under 49 C.F.R. Part 371. Notwithstanding the foregoing, to the extent that CARRIER obtains records set forth in 49 C.F.R. § 371.3 by any means whatsoever, CARRIER agrees to refrain from utilizing such records in negotiating for the provision of Services with any third party, including existing customers of CtrlChain. CARRIER further agrees and understands that all such records comprise CtrlChain's confidential information and trade-secrets. Nothing in this section is intended to relieve CARRIER of any other obligations imposed upon it by these Terms and Conditions, or to limit any rights of CtrlChain to enforce such obligations.

15. ASSIGNMENT/MODIFICATION/BENEFIT OF AGREEMENT.

No Agreement may be assigned or transferred in whole or in part by CARRIER absent the prior written consent of CtrlChain, and these Terms and Conditions supersede all other agreements and all tariffs, rates, classifications and schedules published, filed or otherwise maintained by CARRIER. These Terms and Conditions shall be binding upon and inure to the benefit of the Parties hereto.

16. SEVERABILITY.

In the event that the operation of any portion of these Terms and Conditions results in a violation of any law, the Parties agree that such portion shall be severable and that the remaining provisions of these Terms and Conditions shall continue in full force and effect.

17. WAIVER.

CARRIER and CtrlChain expressly waive any and all rights and remedies allowed under 49 U.S.C. § 14101 to the extent that such rights and remedies conflict with these Terms and Conditions. Failure of CtrlChain to insist upon CARRIER's performance under these Terms and Conditions or to exercise any right or privilege arising hereunder shall not be a waiver of any CtrlChain's rights or privileges herein.

18. NOTICE.

Shipment specific communications and documents (including, but not limited to, communication of and acceptance of rates, confirmation of pickup and delivery times, shipment specific instructions, status updates, proofs of delivery, receipts, bills of lading and invoices), shall be exchanged via the Platform.

All other notices or communications required or permitted by these Terms and Conditions shall be effective upon receipt; shall be in writing; and shall be personally delivered, or mailed by registered or certified mail, return receipt requested, or sent by an overnight delivery Service which provides proof of delivery, or sent by telecopy with a duplicate copy sent by first class mail, postage prepaid, to the addresses of the Parties as set forth in the Agreement.

19. DISPUTE RESOLUTION.

These Terms and Conditions shall be deemed to have been drawn in accordance with the statutes and laws of the United States and the state of Delaware. In the event of any disagreement or dispute, the laws of Delaware shall apply except to the extent superseded by applicable federal law. All such disagreements or disputes shall be submitted to the court of proper jurisdiction in the state of Delaware, except that if CtrlChain is a party to a lawsuit involving a third party with respect to any claim with respect to which CARRIER has potential liability to CtrlChain, CtrlChain may initiate suit against CARRIER in the same jurisdiction where the lawsuit involving CtrlChain is pending. The Parties hereby agree to the jurisdiction of such courts, and waive any defenses to venue in or personal jurisdiction of such courts. Notwithstanding the foregoing, the Parties may mutually agree in writing to submit any such disagreement or dispute to binding arbitration.

20. COMPLETE AGREEMENT.

These Terms and Conditions and any Agreement constitute the entire agreement of the Parties with reference to the subject matters herein, and may not be changed, waived, or modified except in writing signed by both Parties.

