

CARRIER AGREEMENT

THIS AGREEMENT is made and entered into on _____, 20____, by and between _____ (dba _____) ("CARRIER") and Ascent Global Logistics d/b/a Ascent Power ("COMPANY").

I.

Recitals

A. **WHEREAS** COMPANY is licensed as a property broker by the Federal Motor Carrier Safety Administration ("FMCSA") pursuant to 49 U.S.C. § 13904, or by appropriate State agencies, and as a licensed broker, arranges for freight transportation, desires to utilize the transportation services CARRIER provides; and

B. **WHEREAS** 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 required by COMPANY as a motor carrier; and

NOW THEREFORE, intending to be legally bound, COMPANY and CARRIER agree as follows:

II.

Agreement

1. **AUTHORITY OF COMPANY**. COMPANY represents and warrants that it is duly and legally qualified in accordance with Applicable Law to provide shipments to CARRIER. COMPANY will broker, forward, or interline shipments to CARRIER, pursuant to the terms of this Agreement, under its (1) property brokerage authority on any shipment which is not moved at any point under COMPANY' motor carrier authority, and which is not otherwise handled pursuant to COMPANY' freight forwarder authority; (2) freight forwarder authority on any shipment which is not moved under COMPANY' motor carrier authority at any point, but with respect to which COMPANY arranges for transportation by third-party carrier and also provides consolidation, distribution, assembly and/or break-bulk; or (3) motor carrier authority on any shipment which is moved under COMPANY' motor carrier authority during some portion of the collective trip.

2. **TERM AND TERMINATION**. The Term of this Agreement shall be for one (1) year from the date first set forth above and shall automatically renew for successive one (1) year periods; provided, however, that either PARTY may terminate this Agreement at any time by giving forty-five (45) days prior written notice. COMPANY may additionally terminate this Agreement upon written notice in any of the following events:

- (a) CARRIER loses its operating authority or otherwise becomes disqualified to perform its obligations under this Agreement;
- (b) CARRIER breaches any covenant, obligation, condition, or requirement imposed upon it by this Agreement, and such breach continues for a period of ten (10) days after written notice thereof from COMPANY to CARRIER;
- (b) CARRIER becomes insolvent or becomes unable to pay its debts in a timely manner;
- (c) CARRIER fails to comply with the performance metrics or selection criteria, if any, imposed upon it at any time by COMPANY;
- (d) CARRIER fails to procure and maintain any of the insurance coverages required by this Agreement; or
- (e) CARRIER utilizes the services of any brokers or subcontracts transportation of freight tendered by COMPANY hereunder to any third party motor carrier or other transportation provider or utilizes a third party logistics provider to perform its obligations under this Agreement without prior written consent of COMPANY.

3. **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 transportation services contemplated herein. CARRIER acknowledges that the Hazardous Materials Regulations of the DOT require that certain types of emergency response information must be immediately available at all times during transportation of hazardous materials and CARRIER agrees to make and keep available a current copy of the DOT Emergency Response Guidebook, or its equivalent, at all times during transportation of any hazardous materials and to maintain said book in the manner and locations prescribed by the DOT Regulations. Additional hazardous materials-related requirements are set forth in Appendix C. 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 this Agreement. 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 COMPANY of such fact and shall not carry any loads or goods tendered to CARRIER by COMPANY until such prohibition on operations is removed. CARRIER shall immediately notify COMPANY in the event that CARRIER receives a conditional safety rating or is notified that it may receive a conditional safety rating.. Upon such event, COMPANY may, at its discretion, terminate the Agreement or utilize CARRIER on a probationary basis. 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. CARRIER further agrees to comply with all Applicable Law in the performance of its services under this Agreement. COMPANY may, in its sole discretion, implement a motor carrier selection protocol which may be revised from time to time. If CARRIER fails to meet the requirements of any such protocol, COMPANY may, in addition to any other rights and remedies available, including, but not limited to, termination, disqualify CARRIER from providing service to COMPANY until such time as CARRIER is re-qualified in accordance with the provisions of the protocol. COMPANY may, in its sole discretion, discontinue use CARRIER to provide any services until such time as CARRIER's operations are acceptable to COMPANY.

CARRIER further represents and warrants that it shall ensure all equipment used to provide services in or through the State of California under this Agreement is compliant with California law, including, but not necessarily limited to: All regulations and requirements promulgated under California Air Resource Board's (CARB) Transport Refrigeration Unit (TRU) Airborne Toxic Control Measure (ATCM) regulation, Truck and Bus regulation and Greenhouse Gas regulation. CARRIER shall be liable for and agrees to indemnify COMPANY and any COMPANY customer for any penalties, or any other liabilities, imposed upon COMPANY and any COMPANY customer as a result of CARRIER's use of equipment found to be noncompliant with any laws, statutes, regulations or requirements, including but not limited to those set forth above. Upon COMPANY's request, CARRIER shall provide proof of CARRIER's compliance with any such laws, statutes, regulations or requirements.

COMPANY represents and warrants that it is duly and legally qualified in accordance with Applicable Law to provide shipments to CARRIER. COMPANY will broker, forward, or interline shipments to CARRIER, pursuant to the terms of this Agreement, under its (1) property brokerage authority on any shipment which is not moved at any point under COMPANY's motor carrier authority, and which is not otherwise handled pursuant to COMPANY's freight forwarder authority; (2) freight forwarder authority on any shipment which is not moved under COMPANY's motor carrier authority at any point, but with respect to which COMPANY arranges for transportation by third-party carrier and also provides consolidation, distribution, assembly and/or break-bulk; or (3) motor carrier authority on any shipment which is moved under COMPANY's motor carrier authority during some portion of the collective trip.

During the course of this Agreement, COMPANY may, on occasions, tender shipments of refrigerated or frozen food product to CARRIER which shipments are subject to regulations imposed by the Food & Drug Administration ("FDA"). When transporting such food products, CARRIER shall be responsible for the additional requirements set forth in Appendix D.

CARRIER represents and warrants that it is in full compliance with all FMCSA Electronic Logging Device (ELD) rules and mandates, utilizing FMCSA registered ELD devices and/or compliant Automatic On-Board Recording Devices (AOBRD).

4. **PERFORMANCE OF SERVICES.**

- (a) All transportation services provided under this Agreement shall be completed by CARRIER in its capacity as the motor carrier of record for each such shipment. In that regard, CARRIER shall assume sole and complete responsibility, as the motor carrier of record, for any cargo loss and damage claims, or third party liability claims arising out of this Agreement.
- (b) 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 COMPANY to CARRIER are provided as a convenience only and CARRIER shall have no obligation to follow such routing directions. So as to allow COMPANY to comply with Customer requests regarding shipment status, CARRIER shall provide contact information for any driver transporting cargo pursuant to this Agreement.
- (c) CARRIER's services under this Agreement are designed to meet the needs of COMPANY under the specified rates and conditions set forth herein. CARRIER agrees that the terms and conditions of this Agreement apply to all shipments handled by CARRIER for COMPANY and that the terms of this Agreement control the relationship between the PARTIES. Regardless of whether they are required by law, in no event shall any provisions of CARRIER's tariff, terms and conditions, service guide, bill of lading, or similar documentation apply to services provided under this Agreement.
- (d) CARRIER shall transport all shipments provided under this Agreement without delay, and all occurrences which would be probable or certain to cause delay shall be immediately communicated to COMPANY by CARRIER. This Agreement does not grant CARRIER an exclusive right to perform any transportation related services for COMPANY or the entity that has retained COMPANY (hereinafter, the "Customer").
- (e) Any equipment used by CARRIER to transport cargo pursuant to this Agreement shall be used exclusively for such purpose while loaded with Customer cargo, and in no event will property of any other party be loaded on such equipment unless COMPANY expressly consents thereto in writing.
- (f) If CARRIER is late for a scheduled pick-up or delivery appointment, the applicable rate may be reduced.

5. **RECEIPTS AND BILLS OF LADING.** Each shipment hereunder shall be evidenced by a bill of lading acceptable to COMPANY naming CARRIER as the transporting carrier. The fact that COMPANY is named as a "carrier" upon any applicable bill of lading shall not affect its status as a property broker. The absence or loss of such document will not relieve CARRIER of any obligations with respect to each shipment. If COMPANY elects to use an alternative form of document, the terms of said document shall be governed by and be subordinate to the terms and conditions of this Agreement. If a conflict exists between the terms of that document and this Agreement, the terms and conditions of this Agreement will govern. 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 COMPANY or the Customer, and CARRIER shall cause such receipt to be signed by the consignee. CARRIER shall provide the original signed receipt to COMPANY with CARRIER's invoice. Any terms, conditions and provisions of the bill of lading, manifest or other form of receipt or contract shall be subject and subordinate to the terms, conditions and provisions of this Agreement. 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 COMPANY immediately of any exception made on the bill of lading or delivery receipt.

6. **CARRIER'S OPERATIONS.**

- (a) 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 COMPANY upon request.
- (b) CARRIER shall be responsible for the acts and omissions of each of its employees, agents, representatives, contractors, and subcontractors 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 this Agreement. 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 COMPANY prior to acceptance of load.

- (c) 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.
- (d) 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 entering into this Agreement, 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 COMPANY upon request. Without limiting the foregoing, if CARRIER operates TRUs in California under this Agreement, it shall ensure all such units are registered with the CARB's Equipment Registration system ("ARBER").
- (e) CARRIER shall be solely responsible for compliance with all provisions of Applicable Law regarding overdimension and overweight loads. 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.
- (f) 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. 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. Without limiting the foregoing, when transporting such food products, CARRIER shall be responsible for the additional requirements set forth in Appendix D.
- (g) 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 COMPANY 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 COMPANY' sole obligation with respect to requesting services with respect to such shipments is to pass through information (including commodity descriptions and classifications) and documentation (including shipping papers) provided to COMPANY by the Customer. COMPANY shall have no obligation to independently verify the accuracy of such information or documents. Additional hazardous materials-related requirements are set forth in Appendix C. CARRIER acknowledges that the Hazardous Materials Regulations of the DOT require that certain types of emergency response information must be immediately available at all times during transportation of hazardous materials and CARRIER agrees to make and keep available a current copy of the DOT Emergency Response Guidebook, or its equivalent, at all times during transportation of any hazardous materials and to maintain said book in the manner and locations prescribed by the DOT Regulations.

- (h) CARRIER shall maintain appropriate security infrastructure to ensure the physical security of shipments and equipment handled under the terms of this Agreement.

7. **RATES & PAYMENTS.**

- (a) Unless otherwise stated in a separate Rate Confirmation Agreement signed by the PARTIES, CARRIER will invoice and COMPANY will pay the rates and charges set forth in Appendix A, for transportation services performed under this Agreement. CARRIER will send invoices to COMPANY. CARRIER represents and warrants that there are no other applicable rates or charges except those established in this Agreement or in any Rate Confirmation Sheet signed by COMPANY. Appendix A can be supplemented or revised only by written agreement signed by both PARTIES. Rates for any and all accessorial services that might be provided by CARRIER must be set forth in Appendix A to be valid. In no event will COMPANY be responsible for payment of such rates unless paid by the Customer. Without limiting the foregoing, COMPANY must receive notice from CARRIER at least sixty (60) minutes prior to the time when detention would start to accrue.
- (b) The Rate Confirmation Agreement shall be in the form specified in Appendix B. The Rate Confirmation Agreement shall be signed and agreed to by CARRIER and COMPANY before each shipment to which such Rate Confirmation Agreement applies.
- (c) In the event service is provided and it is subsequently discovered that there was no applicable or understood rate in Appendix A or in a separate Rate Confirmation Agreement, the PARTIES agree that the rate paid by COMPANY 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 COMPANY.
- (d) Payment by COMPANY will be made within thirty (30) days of receipt by COMPANY of CARRIER's freight bill, bill of lading, clear delivery receipt, and any other necessary billing documents enabling COMPANY to ascertain that service has been provided at the agreed upon charge. As a condition to payment, CARRIER shall provide COMPANY 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 COMPANY with a legible copy or photocopy of the bill of lading or other proof of delivery will result in CARRIER being held responsible to COMPANY for any and all revenues that are uncollected by COMPANY because of CARRIER's failure to provide needed support paperwork to COMPANY. Payment shall be remitted to CARRIER in accordance with the remit information/instructions provided by CARRIER. Any changes to CARRIER's remit information/instructions must be provided via COMPANY' website only (www.ascentcarriers.com).
- (e) CARRIER agrees that COMPANY has the exclusive right to handle all billing of freight charges to the Customer for the transportation services provided herein, and, as such, CARRIER agrees to refrain from all collection efforts against the shipper, receiver, or the Customer unless COMPANY, 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. Upon receipt of payment by COMPANY, any

right of CARRIER to payment from the Customer or any other third-party for services performed will be automatically assigned to COMPANY.

- (f) CARRIER further agrees that COMPANY 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.
- (g) CARRIER shall submit all freight bills within 90 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 COMPANY' 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.

8. **WAIVER OF CARRIER'S LIEN.** CARRIER shall not withhold any goods transported under this Agreement on account of any dispute as to rates or any alleged failure of COMPANY to pay charges incurred under this Agreement. CARRIER is relying upon the general credit of COMPANY and hereby waives and releases all liens which CARRIER might otherwise have to any goods of COMPANY or its Customer in the possession or control of CARRIER.

9. **FREIGHT LOSS, DAMAGE OR DELAY.**

- (a) 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 COMPANY 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.
- (b) 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 this Agreement from the time the shipment is tendered to CARRIER until delivery.
- (c) 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 COMPANY by the cargo claimant, except that CARRIER's full value liability shall not exceed \$100,000 (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 COMPANY prior to CARRIER's receipt of the specific shipments to which such limitation applies, and COMPANY' agreement to a limitation shall not be construed as a waiver of full value liability with respect to any other goods tendered to CARRIER.
- (d) COMPANY or its Customer may request that CARRIER accept a higher maximum liability. In such an event, the increased valuation will be stated in a separate Rate Confirmation Agreement 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 COMPANY or Customer evidence of such increased cargo insurance limits, which insurance will comply with the provisions of this Agreement governing cargo insurance.
- (e) 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 COMPANY or its Customer, or allow COMPANY to deduct from the amount COMPANY owes CARRIER, Customer's full actual loss for the kind and quantity of commodities so lost, delayed, damaged or destroyed. Payments by CARRIER to COMPANY or its Customer, pursuant to the provisions of this paragraph, shall be made within thirty (30) days following receipt by CARRIER of COMPANY' or Customer's undisputed claim and supporting documentation. CARRIER shall fully assist COMPANY in investigating any claim for cargo loss, damage, delay, or destruction.

- (f) 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.
- (g) Exclusions from coverage contained in CARRIER's Cargo Insurance as required herein shall not affect CARRIER's liability for freight loss, damage, or delay. Without limiting CARRIER's contractual liability to COMPANY hereunder, CARRIER acknowledges and agrees that COMPANY may, in its sole discretion, but is not required, to pursue claims for cargo loss and damage on behalf of its Customer, and in such instances is not required to obtain an assignment of claim from its Customer in order to pursue such a claim.

10. **INSURANCE.** CARRIER shall procure and maintain, at its sole cost and expense, the following insurance coverages with insurance providers with an A.M. Best rating of A- or better:

- (a) Public liability and property damage insurance ("AL") covering all owned, non-owned, and hired vehicles (including any Trailers provided by COMPANY or its Customer as addressed below) with a reputable and financially responsible insurance company 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.
- (b) Commercial General Liability ("CGL") Insurance covering the transportation of shipments and other operations under this Agreement in an amount not less than \$1,000,000.00 (U.S. Dollars) per occurrence. Such insurance shall also cover CARRIER's contractual liability under this Agreement.
- (c) 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 this Agreement, refrigerator breakdown or lack of refrigerator fuel.
- (d) Statutory Workers' Compensation Insurance coverage in such amounts and in such form as required by applicable state law.
- (e) All insurance policies required by this Agreement shall, as applicable, be primary and shall waive subrogation and contribution against COMPANY. CARRIER shall furnish to COMPANY, or its designated Monitoring company, 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 COMPANY at least thirty (30) days prior to such cancellation or modification. In addition, COMPANY 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 COMPANY, its designated insurance consultant, or Customer, CARRIER shall provide COMPANY, COMPANY's consultant, or Customer with copies of the applicable insurance policies.

11. **USE OF TRAILER(S) BY CARRIER.** In the event that CARRIER utilizes a trailer, container, chassis or other equipment owned by or leased to COMPANY, any affiliated company or its Customer, or otherwise provided to CARRIER by COMPANY or its Customer ("Trailer(s)") for the performance of the Services contemplated hereunder, CARRIER shall be liable for any damage to Trailers, destruction of Trailers, theft from Trailers, theft of any contents of Trailers, and for any claims for bodily injury (including death) or property damage caused by any Trailer(s) regardless of whether such damage, injury, destruction, or theft is caused or occurs while the Trailer is attached or unattached to any power unit operated by CARRIER, except to the extent such damage, destruction, or theft is caused by the negligence, recklessness, or willful misconduct of COMPANY or the Customer. The initial burden of proving such damage, injury, destruction, or theft was the result of the negligence, recklessness, or willful misconduct of COMPANY or the Customer in any proceeding brought pursuant to this Agreement shall rest on CARRIER. In the event that applicable state law does not allow waiver of liability to the extent contained in this provision, the Parties expressly agree that COMPANY's and Customer's liability will be waived to the fullest extent allowed by applicable state law. CARRIER must maintain trailer interchange insurance to provide coverage for any damage to the Trailers in an amount sufficient to cover the actual value of such Trailer. Such policy shall name COMPANY as either an additional insured or loss payee. In no event will any such Trailer be used for any purpose other than performing Services hereunder, and in no event will CARRIER allow any third party or any power unit not operating under

CARRIER's for-hire motor carrier authority to operate any such Trailer, unless expressly authorized to do so in writing which written notice must be specific to the movement at issue. CARRIER ACKNOWLEDGES AND AGREES THAT NEITHER ASCENT GLOBAL LOGISTICS, LLC D/B/A/ ASCENT POWER NOR THE CUSTOMER MAKE ANY WARRANTIES, WHETHER EXPRESS OR IMPLIED, REGARDING THE TRAILER INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR USE.

12. **INDEMNITY.** CARRIER SHALL DEFEND, INDEMNIFY, AND HOLD COMPANY, ITS CUSTOMER, 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 THIS AGREEMENT BY CARRIER, ITS EMPLOYEES OR INDEPENDENT CONTRACTORS WORKING FOR CARRIER (COLLECTIVELY, THE "CLAIMS"), INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR OR RELATED TO THIRD PARTY LIABILITY, 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.

13. **HANDLING, LOADING AND SEALING.**

- (a) CARRIER will comply with handling instructions provided by the shipper, consignor or consignee (including such instructions that may be passed through to CARRIER by COMPANY) 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 and shall maintain the ability to provide, with respect to any such shipment, a downloadable temperature report showing the temperature in the transporting conveyance at all times while goods were loaded therein.
- (b) 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.
- (c) 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 this Agreement.
- (d) When required by COMPANY, the shipper or the consignor, 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 COMPANY. CARRIER shall immediately notify COMPANY to report a missing or broken seal.
- (e) 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 COMPANY and, if not COMPANY, the consignee of the shipment.

- (f) 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.

14. **CONFIDENTIALITY AND NON-SOLICITATION.** CARRIER shall maintain records related to shipments transported under this Agreement, 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 COMPANY upon request, and regardless of whether this Agreement remains in effect at the time of such request. Neither party may disclose the terms of this Agreement 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 parent, subsidiary or affiliate company; 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. CARRIER will not accept traffic, either directly or indirectly, from any shipper, consignor, consignee or customer of COMPANY where: (1) the availability of such traffic first became known to CARRIER as a result of COMPANY’s efforts; or (2) the traffic of the shipper, consignor, consignee or customer of COMPANY was first tendered to CARRIER by COMPANY. If CARRIER breaches this Agreement and moves shipments obtained from such parties during the term of this Agreement or for twelve (12) months thereafter without utilizing the services of COMPANY, CARRIER shall be obligated to pay COMPANY, 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 COMPANY with all documentation requested by COMPANY to verify such transportation revenue. CARRIER shall not utilize COMPANY’s or the Customer’s name or identity in any advertising or promotional communications without written confirmation of COMPANY consent.

15. **SUB-CONTRACT PROHIBITION.** CARRIER specifically agrees that all freight tendered to it by COMPANY 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 COMPANY. In the event that CARRIER breaches this provision, CARRIER shall remain directly liable to COMPANY as if CARRIER transported such freight under its own authority in accordance with this provision, and shall further hold harmless and indemnify COMPANY 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 COMPANY, COMPANY may, in its sole discretion, pay the underlying carrier directly, which payment will relieve COMPANY of any and all payment obligations to CARRIER with respect to such load.

16. **GPS TRACKING REQUIREMENTS.** CARRIER agrees that all drivers used to provide services under this Agreement will be equipped with a cell phone or similar cellular connected mobile device (“Mobile Device”) and that each such Mobile Device will be installed with the GPS tracking app designated by COMPANY (the “App”). The App will be designed to collect and transmit the location of the Mobile Device on which the App is installed to COMPANY’s chosen third-party load tracking vendor (“Vendor”). The location data will be collected through the Mobile Device’s GPS system and transmitted to the Vendor and COMPANY when CARRIER is considered to be providing services under this Agreement.

The location data collected will be composed of the Mobile Device’s latitude, longitude, altitude, and heading, as well as a measure of the accuracy of that data. In addition to location data, the App will collect information about the Mobile Device for verification and diagnostic purposes. This information may include the phone number, the type of Mobile Device, including make, model, and OS, the Mobile Device’s state and battery life, and language and region codes. No identifying information, such as name or email address, will be collected by the Vendor or COMPANY via the App.

The location data will be used by the Vendor to provide COMPANY with tracking information on the present location of loads being transported by CARRIER. The location data collected will not be used for any other purpose. CARRIER may uninstall the App at any time from a Mobile Device or disable its access to the Mobile Device’s GPS, however, this will

prevent COMPANY from being able to accurately track the movement of loads and may limit dispatch opportunities available to CARRIER pursuant to the Agreement.

17. **COMPANY' RECORDS.** CARRIER hereby waives its right to obtain copies of COMPANY' 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 COMPANY. CARRIER further agrees and understands that all such records comprise COMPANY' confidential information and trade-secrets. Nothing in this paragraph is intended to relieve CARRIER of any other obligations imposed upon it by this Agreement, or to limit any rights of COMPANY to enforce such obligations.

18. **ASSIGNMENT/MODIFICATION/BENEFIT OF AGREEMENT.** This Agreement may not be assigned or transferred in whole or in part by CARRIER absent the prior written consent of COMPANY, and supersedes all other agreements and all tariffs, rates, classifications and schedules published, filed or otherwise maintained by CARRIER. This Agreement shall be binding upon and inure to the benefit of the parties hereto. In addition, Customers are express intended third party beneficiaries of this Agreement.

19. **SEVERABILITY.** In the event that the operation of any portion of this Agreement results in a violation of any law, the parties agree that such portion shall be severable and that the remaining provisions of this Agreement shall continue in full force and effect.

20. **WAIVER.** CARRIER and COMPANY 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 this Agreement. Failure of COMPANY to insist upon CARRIER's performance under this Agreement or to exercise any right or privilege arising hereunder shall not be a waiver of any COMPANY' rights or privileges herein.

21. **NOTICE.** All notices or other communications required or permitted by this Agreement 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, as follows:

If to Carrier:

Attn: _____

If to COMPANY:

Attn: _____

22. **DISPUTE RESOLUTION.** This Agreement shall be deemed to have been drawn in accordance with the statutes and laws of the state of Wisconsin. In the event of any disagreement or dispute, the laws of Wisconsin 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 Wisconsin, except that if COMPANY is a party to a lawsuit involving a third-party, including any Customer, with respect to any claim with respect to which CARRIER has potential liability to COMPANY, COMPANY may initiate suit against CARRIER in the same jurisdiction where the lawsuit involving COMPANY 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.

23. **COMPLETE AGREEMENT.** This Agreement constitutes 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. CARRIER acknowledges and agrees that each COMPANY entity is a separate and distinct corporate entity, and that the use of this form of Agreement for independent transactions by any or all of the COMPANY entities is merely a convenience for the applicable COMPANY party to this Agreement. With respect to any services provided by CARRIER hereunder, this

Agreement shall be deemed to be between (and only applicable to and enforceable by or against), CARRIER and the COMPANY party (or parties) specifically named in the rate confirmation pursuant to which such services were provided by CARRIER. No joint or cross liability shall arise against, between or among the COMPANY parties

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective names by their duly authorized representatives as of the date first above written.

COMPANY:

Ascent Global Logistics d/b/a Ascent Power

CARRIER:

Printed: _____

Date: _____

Phone: _____

Fax: _____

Printed: _____

Date: _____

Phone: _____

Fax: _____

FID No: _____

APPENDIX A

1. Rates. In accordance with Paragraph 7 of the Agreement, the rates applying to the transportation services to be provided pursuant to the Agreement are set forth below:

COMPANY:

Ascent Global Logistics d/b/a Ascent Power

Printed: _____

CARRIER:

Printed: _____

APPENDIX B

("Company"): Ascent Global Logistics

Address:

Telephone:

Fax:

Rate Confirmation

Date: _____

Carrier: _____

Contact: _____

Pro #: _____

Phone: _____

Driver: _____

Fax: _____

Have Driver Call (_____) _____ for dispatch.

LOAD INFORMATION

Origin: _____

Destination: _____

Date: _____

Time: _____

Contact: _____

Contact: _____

Pickup/Release #: _____

Qty: _____

Qty. Type: _____

Commodity: _____

Rate of Item: _____

Total: _____

Weight: _____

Special Load Requirements:

This rate includes all stop-off charges, fuel surcharges, loading, unloading, etc. This rate cannot be changed, modified, or supplemented by reference to any other rates, rules, classification, schedule, or tariff. Carrier shall be liable for full loss resulting from loss, damage, injury, or delay, except that Carrier's liability shall not exceed \$100,000 per trailer conveyance unless a higher value is declared below or on the bill of lading, in which case, Carrier's liability shall be lesser of the full value of the goods involved, or the declared value. Full loss is the invoice price of freight tendered to the Carrier for transport.

Declared Value: \$ _____

We understand that this contract has been approved by a person authorized to do so. If any information is incorrect, please contact us by fax or telephone before executing the above contract.

Confirmation must be signed and faxed to Ascent Global Logistics before Loading. All truck invoices must be presented for payment with original Bill of Lading proof of deliveries, and a signed copy of this rate confirmation.

- * For sealed loads, seal numbers and "Seal Intact" notation must appear on Bill of Lading
- * Driver must count during loading or get SLC notation on Bill of Lading

ALL LOADING AND UNLOADING FEES MUST BE PRE-APPROVED.

Special Instructions:

Signature and Fax back to

required prior to dispatch.

Booked by: _____

Carrier
Authorized Representative

Date

Ascent Global Logistics:

Date

*Your signature constitutes a contractual agreement between
your company and Ascent Global Logistics.*

APPENDIX C

HAZARDOUS MATERIAL REQUIREMENTS

With respect to the transportation of hazardous materials or waste requiring vehicle placarding under 49 C.F.R. Part 181, COMPANY and CARRIER agree that the following additional provisions shall apply for all such shipments:

1. CARRIER represents and warrants that it has obtained all necessary federal permits and registrations to transport hazardous materials or waste in inter-provincial, interstate and/or intrastate commerce. Upon request, CARRIER shall provide COMPANY with a copy of all such federal and state permits and registrations. Additionally, CARRIER agrees to notify COMPANY immediately upon any revocation or suspension of CARRIER's state or federal hazardous material permits or registration as well as the suspension or revocation of CARRIER's "Satisfactory" Safety Fitness Rating issued by the U.S. Department of Transportation, which satisfactory rating is a prerequisite to providing transportation for hazardous materials under this Agreement.
2. CARRIER represents and warrants that all drivers used to transport hazardous material shipments have undergone the necessary training requirements of state and federal laws, including, but not limited to, the training requirements under 49 C.F.R. Part 126(F). CARRIER further warrants and certifies that all drivers used to transport hazardous material have the proper endorsements on their Commercial Driver's License to legally transport such shipments. CARRIER further agrees to comply with all federal, state and local laws regarding the transportation of hazardous material, including, but not limited to, the requirements specified under 49 C.F.R. Part 181, and 49 C.F.R. Part 397.
3. CARRIER shall procure and maintain, at its sole cost and expense, public liability and property damage insurance with a reputable and financially responsible insurance company insuring CARRIER in an amount not less than \$1,000,000 (U.S. Dollars) per occurrence. Such insurance policy shall name COMPANY and CARRIER as insured with respect to any and all liabilities for personal injuries (including death) and property damage, including environmental damage due to the release of a hazardous material or waste, arising out of the ownership, maintenance, use or operation, including loading and unloading, of the equipment operated by CARRIER under this Agreement.

APPENDIX D

TRANSPORTATION OF FOOD PRODUCTS

With respect to the transportation of refrigerated or frozen food products subject to regulation by the FDA, COMPANY and CARRIER agree that the following additional provisions shall apply for all such shipments:

1. COMPANY shall tender refrigerated and frozen shipments to CARRIER on occasions. Refrigerated shipments shall be at the temperature indicated on the rate confirmation sheet, as otherwise instructed in writing by COMPANY or its customers, or as previously instructed on prior loads of the same commodity tendered by the same customer. To the extent CARRIER receives contradictory or confusing instructions regarding any food shipment, CARRIER must solve the contradictory or confusing instructions prior to accepting the shipment for transport. Failure to resolve any issue with the instructions prior to transport shall bar CARRIER from using the contradictory or confusing instructions as a defense.
2. CARRIER is responsible for and agrees to comply with all applicable laws, including all statutes, rules, regulations, and governmental guidance documents, in the performance of its services under this Agreement, including without limitation, those related to the transportation of food, pharmaceuticals, hazardous products and over dimension and overweight loads (if applicable), as well as all instructions provided by COMPANY or its customer regarding transportation of the commodities tendered to it. CARRIER will defend, indemnify, and hold COMPANY and customer harmless, including all costs, expenses, and attorney fees related in any way to CARRIER's violation of the requirements of this paragraph.
3. CARRIER is responsible for ensuring that all Transportation Equipment, as defined in applicable regulations if a regulated commodity, and in any event including but not limited to the trailer and all items used to transport the cargo, is clean, odor-free, dry, leak-proof and free of contamination and infestation and otherwise safe to transport the commodities tendered. CARRIER shall ensure that no Transportation Equipment has been used to transport poison, refuse, garbage, trash or solid or liquid waste of any kind whatsoever, whether hazardous or non-hazardous.
4. 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 herein and in applicable law. CARRIER is responsible for all sanitary conditions during transport. CARRIER must review and comply with all COMPANY and customer instructions, and confirm the vehicle and Transportation Equipment is in appropriate physical condition to transport the goods tendered, including but not limited to free from pest infestation and evidence of prior cargo that could render the shipment unsafe. In addition, if the COMPANY or customer instructions include refrigeration, the CARRIER must verify that the refrigerated area is prepared for safe transport of the goods, including but not limited to pre-cooling. If the COMPANY or customer instructions require a cargo seal, the lack of a seal shall be sufficient to consider the shipment unsafe and a total loss. CARRIER must provide temperature data in a manner acceptable to COMPANY and/or customer for each shipment to COMPANY or customer and receiver, upon request. CARRIER shall apply all COMPANY and/or customer instructions to future loads of the same commodity tendered by broker for the same customer, unless instructed otherwise in writing. CARRIER agrees that when transporting food for human consumption, late delivery, i.e. delivery after the deadline indicated on the transportation documents, alone shall be sufficient to reject a shipment and consider the cargo a total loss.
5. Failure to comply with the provisions set forth herein or any shipper instructions may result in a determination by the COMPANY or customer, in each entity's sole discretion, that the goods transported are no longer safe and if such a determination is made by either entity, CARRIER shall not sell or otherwise distribute the goods and shall dispose of the same at its expense. Any goods disposed of shall be considered a total loss and valueless for determining cargo loss and damage liability of CARRIER.
6. CARRIER shall develop and maintain written procedures related to the safe transport of food products tendered to it by COMPANY, shall train its drivers and staff regarding safe transport of customer's goods, shall keep records of its procedures and training, and shall make these records available to COMPANY and/or customer upon request for at least three years after services are last provided by CARRIER to COMPANY and customer under this Agreement. CARRIER shall maintain records of its cleaning, sanitizing, and inspecting of all vehicles and Transportation Equipment, and shall make these records available to COMPANY and/or customer upon request for at least three years after the record is created.

7. To ensure compliance with the procedures set forth in this Appendix and to verify the integrity of any refrigerated or frozen shipments handled by CARRIER, CARRIER agrees to retain, for a minimum three (3) year term, all records of container/trailer equipment utilized by CARRIER establishing the condition of the container/trailer and food cargo. Such records may include, but not be limited to, trailer interchange agreements, driver vehicle inspection reports, and verification of temperature readings for refrigerated and frozen shipments.
8. With respect to drayage operations, CARRIER will be required to have a bill of lading (“BOL”) at the ramp. If the BOL does not specify the requisite temperature for the product, CARRIER shall immediately contact Ascent Global Logistics, LLC d/b/a Ascent Power or the Shipper to obtain the required temperature information. Upon acceptance of any container/trailer, CARRIER shall also ensure that it has sufficient fuel for the refrigerated unit, meaning that the fuel tank for the refrigerated unit should be at least one-half full. CARRIER and its drivers shall verify the temperature of any container/trailer to ensure that it is within 5 degrees of the specified temperature on the BOL where it is provided to it by Ascent Global Logistics, LLC d/b/a Ascent Power or the Shipper. CARRIER should refuse acceptance of any container/trailer where the refrigeration unit is not working or the readings are not within acceptable limits. Once accepted by CARRIER, CARRIER shall be solely responsible for any loss or damage to the cargo caused by any temperature deviation.

AMENDMENT TO CARRIER AGREEMENT LAST MILE DELIVERY SERVICES

This Amendment ("Amendment"), made and entered into effective as of _____, 20__, by and between Ascent Global Logistics d/b/a Ascent Power, ("COMPANY"), and the undersigned motor carrier ("CARRIER"), hereby amends the Carrier Agreement previously executed between COMPANY and CARRIER (the "Agreement") as follows:

WHEREAS, COMPANY desires from time to time to use the services of CARRIER to pick up and/or deliver freight within residences and business locations ("Last Mile Delivery Services") of COMPANY's customers or of the customers of COMPANY's customers ("Customers");

WHEREAS, CARRIER desires from time to time to provide such Last Mile Delivery Services; and

NOW THEREFORE, in consideration of the terms, conditions and covenants contained in the Agreement and herein, COMPANY and CARRIER agree that all Last Mile Delivery Services provided by CARRIER pursuant to the Agreement shall be governed by and comply with the following (in addition to the terms of the Agreement):

1. BACKGROUND SCREENINGS.

- a. Prior to such personnel performing any Services, CARRIER agrees to conduct an initial background screening ("Initial Screening") of each member of its personnel, whether an employee or an independent contractor of CARRIER or an employee or independent contractor of a contractor, including but not limited to drivers, assistant drivers, and helpers, who may enter the home or premises of or come into direct contact with any Customer ("Last Mile Delivery Personnel") in performing any Last Mile Delivery Services. Such Initial Screening shall include, at a minimum, a social security verification check, a criminal background check, and a motor vehicle report check. CARRIER will thereafter, as to and for each member of its Last Mile Delivery Personnel, conduct a criminal background check at least once every 24 months and obtain a motor vehicle report at least once annually ("Subsequent Screenings"). The criminal background checks contemplated by this provision must be conducted by a qualified background check service provider and must include a review of criminal court records available to the public of all counties in which the individual has resided during the past seven (7) years.
- b. CARRIER shall not use or allow to be used as Last Mile Delivery Personnel in connection with the provision of Last Mile Delivery Services under this Amendment any individual for whom the Initial Screening or any Subsequent Screening reveals: (1) a discrepancy in the individual's social security number or address; (2) that such person was convicted of or pleaded no contest to any felony related to controlled substances or any felony or misdemeanor involving or related to assault or battery; threats, harassment or stalking; dishonesty (e.g., theft, fraud, embezzlement); dangerous weapons; kidnapping; extortion or bribery; offenses related to intellectual property, and computer related crimes, or any other crime which reasonably suggests the individual may pose an unreasonable risk to the property or the safety or welfare of any Customer; or (3) that such person is ineligible to perform services in accordance with all applicable laws, rules, and regulations, as well as any standards that CARRIER imposes on its driver force. CARRIER shall ensure that all such Initial Screening and Subsequent Screenings are performed in accordance with all applicable laws and regulations.
- c. CARRIER (and its independent contractors, where applicable), are solely responsible for all aspects of the Initial Screenings and Subsequent Screenings, including providing proper forms, notices and disclosures to affected individuals in accordance with all federal, state and local laws. The results of all Initial Screenings and Subsequent Screenings shall be maintained by CARRIER for a period of three (3) years. CARRIER agrees that periodic audits of such records, as allowed by applicable law (including the Federal Fair Credit Report Act), may be conducted by COMPANY, upon reasonable advance notice, to verify CARRIER's compliance with the background screening requirements of this Agreement.

- d. CARRIER will comply with, and ensure all Last Mile Delivery Personnel comply with, all applicable laws, rules, regulations and orders concerning alcohol and drug testing.

2. LICENSES AND PERMITS. CARRIER shall ensure that CARRIER and all Last Mile Delivery Personnel possess and maintain all licenses, permits, and any other authorizations required by government authorities with respect to the performance of all Last Mile Delivery Services, including but not limited to all licenses and permits required to perform all transportation and installation services.

3. DAMAGE TO CUSTOMER PROPERTY.

- a. CARRIER is liable for all damage to Customer property caused by Last Mile Delivery Personnel in connection with the performance of Last Mile Delivery Services (whether making deliveries, performing installations, performing pick-ups, or otherwise).
- b. CARRIER will promptly resolve directly with Customers all claims for property damage to a Customers' home, premises, or other property caused by CARRIER's Last Mile Delivery Personnel during the performance of Last Mile Delivery Services. When CARRIER receives notice of a claim for property damage from a Customer, CARRIER shall respond to the Customer and notify COMPANY of such within 48 hours following receipt of such notice. CARRIER is expected to investigate and promptly and fairly resolve all Customer property damage claims. If CARRIER chooses to resolve the claim by repairing the damage in lieu of making a monetary settlement, CARRIER shall use a reputable contractor and ensure the Customer is satisfied with the work performed.
- c. If CARRIER does not pursue and complete resolution of a Customer claim for property damage with reasonable due diligence and within a reasonable amount of time, COMPANY may pursue and complete the investigation and resolution (and effect repair/replacement as appropriate). In that event, COMPANY may charge, offset, or otherwise recover from CARRIER all reasonable costs of such activities.

4. RATES. COMPANY shall pay CARRIER for the full performance of the Last Mile Delivery Services to be rendered hereunder in accordance with the rate schedule attached hereto as Appendix A-1.

5. CUSTOMER REQUIREMENTS. In performing all Last Mile Delivery Services, CARRIER shall comply with all applicable Customer requirements as described in Customer specific Exhibits (if any) referencing this Amendment which are signed by the Parties.

6. EFFECT OF AMENDMENT. Except to the extent superseded or revised by this Amendment, all terms and conditions of the Agreement shall remain effective and fully binding upon the COMPANY and CARRIER. In the event of a conflict between the provisions of this Amendment and the Agreement, this Amendment shall control.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives effective as of the date set forth above.

COMPANY:

CARRIER:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Appendix A-1

(Insert Rates for Last Mile Delivery Services)