ROCK-IT GLOBAL
EST. 1978

CARRIER SERVICES AGREEMENT

1. **PURPOSE.** Rock-it Cargo USA LLC d/b/a Rock-it Global ("ROCK-IT") is a Federal Motor Carrier Safety Administration ("FMCSA") registered and licensed property broker (MC No. 425365) that arranges for third party motor carriers to provide cargo transportation for Customers. ROCK-IT in its capacity as a property broker desires to engage CARRIER pursuant to the terms and conditions of this Agreement.

2. **TERM AND TERMINATION**. The Term of this Agreement shall be for one (1) year and shall automatically renew for successive one (1) year periods; provided, however, that either PARTY may terminate this Agreement at any time by giving thirty (30) days prior written notice.

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 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 FMCSA and/or 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, including those related to air quality standards and highway size and weight limits. CARRIER shall comply with any and all obligations regarding food handling as communicated to CARRIER by ROCK-IT or its Customer, and shall be solely responsible for ensuring that any and all Transportation Equipment (as defined in 21 C.F.R. Part 1.900) is appropriate for safe handling of food and shall not result in any contamination or otherwise render food unsafe for consumption. 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"). If CARRIER operates Transportation Refrigeration Units ("TRUs") in California under this Agreement, it shall ensure all such units are registered with the CARB's Equipment Registration system ("ARBER"), and shall, prior to transporting any goods under this Agreement, inspect its Equipment for compliance with the CARB Heavy-Duty Vehicle Greenhouse Gas Emission Reduction Regulations and Airborne Toxic Control Measures (collectively "ATCM") for TRUs, cleanliness, odors, dirt, or debris before loading. 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. In the event that CARRIER receives an unsatisfactory or unfit safety rating, is notified that it may receive an unsatisfactory or unfit safety, 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 ROCK-IT in writing of such fact and shall not carry any loads or goods tendered to CARRIER by ROCK-IT until such prohibition on operations is removed.

4. **PERFORMANCE OF SERVICES**. 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 directions provided by ROCK-IT to CARRIER are provided as a convenience only and CARRIER shall have no obligation to follow such directions. 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. 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 ROCK- IT by CARRIER. This Agreement does not grant CARRIER an exclusive right to perform any transportation related services for ROCK-IT or the entity that has retained ROCK-IT (hereinafter, the "Customer").

5. **RECEIPTS AND BILLS OF LADING**. Each shipment hereunder shall be evidenced by a bill of lading or waybill acceptable to ROCK-IT naming CARRIER as the transporting carrier. The fact that ROCK-IT is named as a "carrier" upon any applicable bill of lading or waybill shall not affect its status

as a property broker, if applicable. 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 ROCK-IT or the Customer, and CARRIER shall cause such receipt to be signed by the consignee. The bill of lading or waybill is intended to act as a receipt only. No terms, conditions or provisions of any bill of lading, waybill, manifest or other form of receipt or contract shall apply to services provided under this Agreement. CARRIER's failure to issue a bill of lading shall not affect its liability hereunder. CARRIER shall notify ROCK-IT immediately of any exception made on the bill of lading, waybill or delivery receipt.

6. **CARRIER'S OPERATIONS**.

(a) 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 competent and 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 or other 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 ROCK-IT prior to acceptance of the load.

(b) 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. CARRIER shall furnish all equipment necessary or required for the performance of its obligations hereunder (the "Equipment").

(c) In order for ROCK-IT to be fully informed of the status of services provided by CARRIER, CARRIER shall furnish to ROCK-IT: (i) the name and mobile telephone numbers of dispatcher(s) and driver(s) responsible for given shipment(s); and (ii) all applicable after-hours contact names, telephone numbers and procedures maintained by CARRIER for the safe and expedient transport of all shipments CARRIER handles on behalf of ROCK-IT.

(d) Warehousing Services. ROCK-IT may engage CARRIER to provide storage of Customer's goods from time to time. CARRIER shall provide such services as a warehouseman, providing facilities, personnel and equipment necessary to ensure that the Customer's goods are secure and free from loss or damage. When acting as a warehouseman, CARRIER shall be liable for all loss or damage to Customer's goods however caused arising from CARRIER's failure to exercise such care in regards to the goods as a reasonably careful person would exercise under like circumstances.

7. **RATES & PAYMENTS.**

(a) CARRIER will invoice and ROCK-IT will pay the rates and charges set forth in a load sheet provided by ROCK-IT, or in an email or other written communication provided by ROCK-IT, for transportation services performed under this Agreement. CARRIER's acceptance of a load identified in a load sheet or other communication from ROCK-IT subsequent to ROCK-IT's provision of a rate applicable to such shipment constitutes CARRIER's agreement to the compensation communicated by ROCK-IT and no other rates or compensation are applicable to, nor shall be paid for, services provided by CARRIER. CARRIER will send invoices to ROCK-IT. As a condition to payment, CARRIER shall provide ROCK-IT with a legible copy or photocopy of the bill of lading, waybill or other proof of delivery. Payment by ROCK-IT will be made within thirty (30) days of receipt by ROCK-IT of CARRIER's invoice. CARRIER

further agrees that ROCK-IT 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

(b) CARRIER agrees that ROCK-IT has the exclusive right to handle all billing of freight or other charges to the Customer for the services provided herein, and, as such, CARRIER agrees to refrain from all collection efforts against the shipper, receiver, or the Customer.

(c) 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 ROCK-IT'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.

(d) CARRIER hereby waives and releases all liens which CARRIER might otherwise have to any goods of ROCK-IT or its Customer in the possession or control of CARRIER.

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

(a) Except with respect to loss or damage in storage under Section 6(d), above, 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. 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 ROCK-IT by the cargo claimant. 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.

(b) 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 ROCK-IT, or allow ROCK-IT to deduct from the amount ROCK-IT owes CARRIER, Customer's full actual loss for the kind and quantity of commodities so lost, delayed, damaged or destroyed. Payments by CARRIER to ROCK-IT or its Customer, pursuant to the provisions of this section, shall be made within thirty (30) days following receipt by CARRIER of ROCK-IT's or Customer's undisputed claim and supporting documentation. CARRIER shall fully assist ROCK-IT in investigating any claim for cargo loss, damage, delay, or destruction.

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

(a) Automobile liability insurance written on an occurrence form covering bodily injury, death, and property damage, in an amount not less than a combined single limit of $1,000,000 per occurrence, or such larger amount as required by applicable law. This insurance shall cover all owned, all hired, and non-owned automobiles and vehicles (including any Trailers provided by ROCK-IT or its Customer as addressed below). Insurer must carry an A.M. Best rating of no less than A, VIII.

(b) Commercial General Liability ("CGL") insurance in the U.S. and all relevant Canadian jurisdictions written on an occurrence form covering bodily injury, death, and property damage in an amount not less than a combined single limit of $1,000,000, and $2,000,000 in the aggregate. Such insurance shall also cover Carrier's contractual liability under this agreement, including transportation of shipments and other operations. This insurance shall not include any exclusions or limitations other than those included in standard policy form. Insurer must carry an A.M. Best rating of no less than A, VIII.

(c) An Umbrella liability policy in an amount not less than $3,000,000 (U.S Dollars). Insurer must carry an A.M. Best rating of no less than A, VIII.

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(d) All Risk Broad Form Motor Truck Cargo Legal Liability ("Cargo") insurance in an amount not less than $250,000.00 (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. Insurer must carry an A.M. Best rating of no less than A, VIII.

(e) Statutory Workers' Compensation Insurance coverage in such amounts and in such form as required by applicable state law Insurer must carry an A.M. Best rating of no less than A, VIII.

(f) If CARRIER provides warehouse storage of goods belonging to ROCK-IT or any Customer, CARRIER will maintain broad form warehouse legal liability insurance in an amount not less than $1,000,000 (U.S. Dollars) to cover loss or damage to such goods while in CARRIER's possession or control as a warehouseman. The coverage provided under the policy shall have no exclusions or restrictions of any type that would reasonably preclude coverage related to loss or damage claims to commodities typically handled by ROCK-IT, including but not limited to, electronic music gear or equipment, musical instruments, broadcast or television equipment and monitors, or similar items.

(g) All insurance policies required by this Agreement shall, as applicable, be primary and shall waive subrogation and contribution against ROCK-IT. CARRIER shall furnish to ROCK-IT 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 ROCK-IT at least thirty (30) days prior to such cancellation or modification. In addition, ROCK-IT 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 ROCK-IT or its designated insurance consultant, CARRIER shall provide ROCK-IT, ROCK-IT's consultant, or Customer with copies of the applicable insurance policies.

10. **INDEMNITY. CARRIER SHALL DEFEND, PAY, REIMBURSE, INDEMNIFY, AND HOLD ROCK-IT, ITS CUSTOMER, AND EACH OF THEIR AFFILIATED ENTITIES HARMLESS FROM AND AGAINST 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 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. **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 ROCK-IT 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 accountants, tax advisors, attorneys, or any 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 hereby waives its right to obtain copies of ROCK-IT's records as provided for under 49 C.F.R. Part 371. CARRIER will not accept traffic, either directly or indirectly, from any shipper, consignor, consignee or customer of ROCK-IT where: (1) the availability of such traffic first became known to CARRIER as a result of ROCK-IT's efforts; or (2) the traffic of the shipper, consignor, consignee or customer of ROCK-IT was first tendered to CARRIER by ROCK-IT. 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 ROCK-IT, CARRIER shall be obligated to pay ROCK-IT, 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 ROCK-IT with all documentation requested by ROCK-IT to verify such transportation revenue. CARRIER shall not utilize ROCK-IT's or the Customer's name or identity in any advertising or promotional communications without written confirmation of ROCK-IT consent.

12. **SUB-CONTRACT PROHIBITION.** CARRIER specifically agrees that all freight tendered to it by ROCK-IT shall be transported on equipment operated only under the 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 or stored by a third party without the prior written consent of ROCK-IT. If CARRIER in any manner sub-contracts, brokers, or otherwise arranges for freight to be transported or stored by a third party, in addition to any other rights and remedies available to ROCK-IT, ROCK-IT may, in its sole discretion, pay the underlying provider directly, which payment will relieve ROCK-IT of any and all payment obligations to CARRIER with respect to such load.

13. **SUPPLY CHAIN SECURITY.**

(a) CARRIER agrees to properly secure and protect all cargo, containers, trailers and tractors from tampering, theft or unauthorized access. CARRIER agrees to secure and protect all cargo and conveyance handling and storage areas from unauthorized access. Such security measures may include access control systems, cargo and conveyance inspections and monitoring, cameras, alarm systems, security guards, gates and fencing. CARRIER also agrees to properly screen and monitor all employees, drivers and third-party service providers with cargo handling or transportation responsibilities. If eligible ROCK-IT strongly encourages all CARRIERS to participate in the U.S. Customs C-TPAT program or any other equivalent supply chain security program.

(b) CARRIER agrees to immediately notify ROCK-IT any security related incident or breach involving any ROCK-IT assigned cargo.

14. **MISCELLANEOUS**. This Agreement may not be assigned or transferred in whole or in part by CARRIER absent the prior written consent of ROCK-IT, 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 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. CARRIER and ROCK-IT 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 ROCK-IT 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 ROCK- IT's rights or privileges herein. 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.

15. **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, with a duplicate copy sent by first class mail, postage prepaid, as follows:

If to CARRIER: _____

_____

_____

If to ROCK-IT: Rock-it Cargo USA LLC d/b/a Rock-it Global
5343 West Imperial Highway, #900
Los Angeles, CA 90045
With an email copy to: compliance@rockitcargo.com

DISPUTE RESOLUTION. This Agreement shall be deemed to have been drawn in accordance with the statutes and laws of the state of California. In the event of any disagreement or dispute, the laws of California 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 California, the PARTIES hereby agree to the exclusive jurisdiction 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.