

CARRIER/BROKER AGREEMENT

THIS CARRIER/BROKER AGREEMENT (this “Agreement”) is made and entered into between you (“CARRIER”) and Curri Inc. (“BROKER”), effective as of and on the date that you create, and Curri confirms, a verified carrier account (a “Carrier Account”) for you on the Curri Platform. CARRIER and BROKER are collectively referred to as the “PARTIES” and may each individually be referred to as a “Party” in this Agreement.

I.

Recitals

A. BROKER is licensed as a property broker by the Federal Motor Carrier Safety Administration (“FMCSA”), with a Broker registration number of 3350325 and Motor Carrier number of 1071003, and as a licensed broker, arranges for freight transportation; and

B. CARRIER is authorized to operate in interstate and/or intrastate commerce (as indicated on CARRIER’s Carrier Account) and is qualified, competent and available to provide for the transportation services (“Services”) required by BROKER; and

C. CARRIER has reviewed the Terms of Service and Privacy Policy (collectively the “Terms”) governing the Curri Platform (located at <https://www.curri.com/terms/terms-of-service> and <https://www.curri.com/terms/privacy> respectively), which Terms CARRIER acknowledges and agrees shall be binding upon CARRIER in all respects; provided that in the event of any conflict or inconsistency between this Agreement and the Terms, this Agreement shall control. The Terms are hereby incorporated by reference into this Agreement, and the use of the term “Agreement” herein is understood to include the Terms. Capitalized but undefined terms in this Agreement shall have the meaning assigned to them in the Terms and references in the Terms to a Driver Agreement include this Agreement.

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

II.

Agreement

1. **TERM AND TERMINATION.** This Agreement may be terminated by either Party: (a) immediately upon the other Party's material breach of this Agreement, or (b) at any time, for any reason, by giving seven days prior written notice to the other Party; provided however, that (i) termination of this Agreement pursuant to Section 1(b) shall not relieve the terminating Party of any obligations incurred by such Party under this Agreement prior to termination (including without limitation any obligations CARRIER agreed to undertake but had not performed as of termination regarding the performance of Services), and (ii) if CARRIER thereafter accepts any Shipments or provides any Services to Curri or any Sender, this Agreement will apply to such Shipments and Services as if it were still in full force and effect.

Sections 2, 6, 7, 8, 10, 11 and 13 through 18 shall survive any termination of this Agreement, along with any other terms which reasonable should be expected to survive in order to properly effectuate their meaning.

2. **CARRIER OPERATING AUTHORITY AND COMPLIANCE WITH LAW.** CARRIER represents and warrants as of the Effective Date, and on each date upon which CARRIER performs Services, 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 agrees to comply with all Applicable Laws at all times in the performance of its Services under this Agreement. 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"). In the event that any representation made by CARRIER in this Agreement becomes untrue, 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 CARRIER is otherwise prohibited by Applicable Law from performing services hereunder, CARRIER shall immediately notify BROKER of such fact and shall not perform any Services or carry any Shipment tendered to CARRIER by BROKER or any Sender until such prohibition

on operations is removed and/or such representation becomes true. 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 represents and warrants to BROKER as of the Effective Date, and on each date upon which CARRIER performs Services, that all information provided to BROKER (through driver-teams.curri.com, or otherwise) in connection with the creation of CARRIER's Carrier Account, is true and accurate, and does not omit any information necessary to make the information provided complete and not misleading in all respects.

3. **PERFORMANCE OF SERVICES.**

- (a) CARRIER shall be solely responsible for controlling the method, manner and means of accomplishing CARRIER's services. CARRIER or its employees, agents, representatives, contractors, and subcontractors (collectively "Carrier Personnel") are responsible for determining the appropriate route for transportation. Any route directions provided by BROKER to CARRIER are provided as a convenience only and CARRIER shall have no obligation to follow such routing directions. So as to allow BROKER to comply with Sender requests regarding shipment status, CARRIER shall provide contact information for any Carrier Personnel transporting cargo pursuant to this Agreement.
- (b) CARRIER's services under this Agreement are designed to meet the needs of BROKER under the specified rates and conditions referenced herein. CARRIER agrees that the terms and conditions of this Agreement apply to all shipments handled by CARRIER for BROKER 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.
- (c) 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 BROKER by CARRIER. This Agreement does not grant CARRIER an exclusive right to perform any transportation related services for BROKER or any Sender or other entity that has retained BROKER.
- (d) Any equipment used by CARRIER to transport cargo pursuant to this Agreement shall be used exclusively for such purpose while loaded with Sender cargo, and in

no event will property of any other party be loaded on such equipment unless BROKER expressly consents thereto in writing.

4. **RECEIPTS AND BILLS OF LADING.** To the extent required by Applicable Law, each Shipment transported by CARRIER hereunder shall be evidenced by a bill of lading acceptable to BROKER naming CARRIER as the transporting carrier, and in any event all relevant documentation and electronic records pertaining to each Shipment shall indicate that CARRIER, and not BROKER, is the transporting carrier. The fact that BROKER is named as a “carrier” upon any applicable bill of lading or other documentation or records shall not affect its status as a property broker. Upon delivery of each Shipment made hereunder, CARRIER shall obtain and upload onto the Curri Platform a receipt or other evidence acceptable to BROKER in its sole discretion showing the kind and quantity of product delivered to the consignee of such shipment at the destination specified by BROKER or the Sender, and CARRIER shall cause such receipt (if applicable) to be signed by the consignee. Any bill of lading is 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 BROKER immediately of any exception made on a bill of lading or delivery receipt.

5. **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, and bear all liability and risk of loss related thereto; (iii) maintain the Equipment in good repair, mechanical condition and appearance; and (iv) maintain records of Equipment use which will be provided to BROKER upon request.
- (b) CARRIER shall be responsible and liable for the acts and omissions of all Carrier Personnel (including their use of the Curri Platform) and each of its other 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 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 the Curri Platform and all locations into which access is necessary to perform Services under this Agreement. 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 BROKER prior to acceptance of load.

- (c) CARRIER shall perform the Services hereunder as an independent contractor that employs or contracts with all applicable Carrier Personnel independently of Curri in every respect, 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 Services performed hereunder and/or the use of CARRIER's Carrier Personnel and its other employees, agents, representatives, contractors and subcontractors. Notwithstanding the foregoing, however, CARRIER acknowledges and agrees that BROKER shall have the right, in its sole discretion, to prohibit the use of any Carrier Personnel in the performance of Services under this Agreement to the extent such Carrier Personnel violate, or otherwise become ineligible to provide Services or to access the Curri Platform under, the Terms.
- (d) CARRIER represents and warrants, as of the Effective Date and as of each date upon which Services are provided, that (i) CARRIER has conducted a criminal and MVR background check on all Carrier Personnel used in the performance of Services within 12 months preceding the date such Carrier Personnel performed Services, and (ii) all Carrier Personnel involved in the performance of Services under this Agreement are eligible under the Terms, at the time such Services are provided, to provide Services for BROKER and/or Senders.
- (e) 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 BROKER 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").

- (f) In the event CARRIER is requested to transport hazardous materials (including hazardous waste), CARRIER represents and warrants that it has obtained all necessary federal, state and provincial permits and registrations to transport hazardous materials (including hazardous waste) in interstate and/or intrastate commerce. Upon request, CARRIER shall provide BROKER 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 BROKER's 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 BROKER by any Sender. BROKER shall have no obligation to independently verify the accuracy of such information or documentation.
- (g) CARRIER shall maintain appropriate security infrastructure to ensure the physical security of Shipments and equipment handled under the terms of this Agreement.
- (h) CARRIER shall not utilize BROKER's or any Sender's name or identity in any advertising or promotional communications without written confirmation of BROKER consent.

6. **RATES & PAYMENTS.**

- (a) Unless otherwise stated in a separate written instrument agreed to in writing by the PARTIES, (i) CARRIER will be compensated for Services performed in connection with each delivery opportunity in accordance with the rates and payment amounts communicated to CARRIER through the Curri Platform at the time CARRIER accepts such delivery opportunity, and (ii) CARRIER will receive payment through the Curri Platform or otherwise through Curri's regular payment processing systems. If requested by BROKER, CARRIER

will send invoices to BROKER prior to receiving payment for any particular Services. CARRIER represents and warrants that there are no other applicable rates or charges except those established in this Agreement, accepted through the Curri Platform, or otherwise agreed upon in writing by the Parties, including for accessorial services, or otherwise, and that payment rates and amounts may only be supplemented or revised in accordance with this Agreement or in accordance with the terms of a written agreement signed by both PARTIES. In no event will BROKER be responsible for payment of any rates or amounts unless paid by the applicable Sender.

- (b) In the event Services are provided and it is subsequently discovered that there was no applicable or understood rate through the Platform or a separate written instrument, the PARTIES agree that the rate paid by BROKER and collected by CARRIER shall be determined by BROKER in its reasonable discretion with reference to rates and payment amounts paid by BROKER for similar Services on the Platform, unless such rate is objected to by CARRIER in writing within 10 days of payment by BROKER.
- (c) Any obligation to provide payment by BROKER will be contingent upon receipt by BROKER of CARRIER's freight bill, bill of lading, clear delivery receipt, and/or any other necessary billing or evidence of delivery documents enabling BROKER to ascertain that Service have been fully performed to BROKER's reasonable satisfaction. Failure to provide any such documentation reasonably requested by BROKER within forty-eight (48) hours of delivery may result in a reduction in rate and/or delayed payment, and CARRIER being held responsible to BROKER for any and all revenues that are uncollected by BROKER because of CARRIER's failure to provide needed support paperwork to BROKER.
- (d) CARRIER agrees that BROKER has the exclusive right to handle all billing of Charges to the Sender for the transportation services provided herein, and, as such, CARRIER agrees to refrain from all collection efforts against the Sender, Receiver, or any other third party unless BROKER, 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. CARRIER agrees that in the event BROKER refuses to authorize CARRIER to collect from any such party that the CARRIER will be deemed to have waived any rights or claims it may have otherwise had to collect freight charges from the Sender, Receiver, or any party other than the BROKER. Upon CARRIER's

receipt of payment from BROKER, any right of CARRIER to payment from the Sender or any other third-party for services performed will be automatically assigned to BROKER.

- (e) CARRIER further agrees that BROKER 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.
- (f) CARRIER shall forfeit and waive its right to payment for Services rendered with respect to any Shipment that CARRIER does not produce documentation or evidence of delivery reasonably requested by BROKER within 6 months of Service delivery. In all events, CARRIER shall bring suit related to unpaid amounts owed to CARRIER with respect to any Services within 18 months of the date of Service performance, or its right to sue or otherwise seek payment shall be waived and forfeited.
- (g) CARRIER shall provide BROKER with written notice providing BROKER with remittance instructions a (“Notice of Release”) in the event CARRIER enters into any factoring, assignment, pledge, hypothecation, or granting of a security interest in CARRIER’s right to payment under this Agreement. Any factoring, assignment, pledge, hypothecation, or granting of a security interest in CARRIER’s right to payment under this Agreement shall in no event modify, limit, or terminate BROKER’s or any Sender’s right to offset or recoup or claims of BROKER or any Sender for offset, recoupment, loss, or damage to any cargo or other property, including personal injury, or any other claim which BROKER or any Sender may have against CARRIER for any reason. All of BROKER’s and any Sender’s claims and rights are specifically preserved and shall be superior to any such assignee’s, factor’s, or creditor’s rights or claims to payment, regardless of any notice to BROKER or any Sender to the contrary. CARRIER shall notify any such factor, secured creditor, or assignee of BROKER’s and any Sender’s rights in this regard. Further, if BROKER discovers that CARRIER has not provided a valid Notice of Release, CARRIER shall be deemed in breach of this Agreement and BROKER may at its sole discretion terminate this Agreement. BROKER’s remittance of payment in accordance with any Notice of Release shall be deemed payment to CARRIER in all regards and shall absolve BROKER of any liability with respect to payment to CARRIER for the services underlying such invoice. Should CARRIER provide multiple or conflicting Notices of Release, BROKER’s compliance with instructions in any Notice of Release shall absolve

BROKER of any liability with respect to amounts owed to CARRIER for the services in question.

7. **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 BROKER to pay for Services performed under this Agreement. CARRIER is relying upon the general credit of BROKER and hereby waives and releases all liens which CARRIER might otherwise have to any goods of BROKER or any Sender in the possession or control of CARRIER.
8. **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 tendered for transportation until delivery to the consignee accompanied by the appropriate receipts. CARRIER shall notify BROKER 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 for transportation pursuant to this Agreement.
 - (c) CARRIER shall be liable for the full value of any cargo lost, damaged, delayed, or destroyed to the extent of BROKER's liability for the same, as well as any additional costs or fees imposed upon BROKER by the cargo claimant. CARRIER hereby waives any limitation on CARRIER's liability for lost, damaged, delayed or destroyed cargo, whether provided by contract, Applicable Law, or otherwise, and no other limitation of liability shall apply unless specifically agreed to in writing by BROKER prior to CARRIER's receipt of the specific Shipments to which such limitation applies, and BROKER'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.
 - (d) 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 BROKER or Sender, or allow BROKER to deduct from the amount BROKER owes CARRIER, Sender's full actual loss for the kind and quantity of commodities so lost, delayed, damaged or destroyed. Payments by

CARRIER to BROKER or its Sender, pursuant to the provisions of this section, shall be made within thirty (30) days following receipt by CARRIER of BROKER's or Sender's undisputed claim and supporting documentation. CARRIER shall fully assist BROKER in investigating any claim for cargo loss, damage, delay, or destruction.

- (e) 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.
- (f) 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 BROKER hereunder, CARRIER acknowledges and agrees that BROKER may, in its sole discretion, but is not required to, pursue claims for cargo loss and damage on behalf of any Sender, and in such instances is not required to obtain an assignment of claim from the Sender in order to pursue such a claim.
- (g) CARRIER acknowledges that BROKER offers certain CARRIERS the opportunity to participate in BROKER's Loss Waiver Program (available at carrier.curri.com/lw), and further acknowledges its enrollment in such program pursuant to the terms thereof, unless CARRIER opts out of the Loss Waiver Program pursuant to its terms and satisfies the insurance requirements for such opt out at all times while not enrolled in the program. CARRIER acknowledges and agrees that its participation in the Loss Waiver Program is at BROKER's discretion, and authorizes BROKER to make deductions from payments owed by BROKER to Carrier to cover the Participation Charges associated with the Loss Waiver Program.

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

- (a) Public liability and property damage insurance ("AL") covering all owned, non-owned, and hired vehicles with a reputable and financially responsible insurance company insuring CARRIER in an amount not less than the larger of (i) \$750,000 (U.S. Dollars), per occurrence, or if CARRIER does not operate any vehicles over 10,000 pounds, \$300,000.00 (U.S. Dollars) per occurrence, or (ii) such amount as required by Applicable Law.
- (b) Statutory Workers' Compensation Insurance coverage in such amounts and in such form as required by applicable state law.

- (c) If CARRIER has elected to opt out of the Loss Waiver Program described in Section 8(g), CARRIER shall also maintain 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 theft or commodities transported under this Agreement.
- (d) All insurance policies required by this Agreement shall, as applicable, be primary and shall waive subrogation and contribution against BROKER. CARRIER shall furnish to BROKER 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 BROKER at least thirty (30) days prior to such cancellation or modification. In addition, BROKER 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, if requested by BROKER). Upon request of BROKER or its designated insurance consultant, CARRIER shall provide BROKER, BROKER’s consultant, or the applicable Sender with copies of the applicable insurance policies.
- (e) CARRIER authorizes BROKER to contact and communicate with any insurance carrier providing CARRIER’s insurance in satisfaction of the requirements of this Section 9, and authorizes BROKER to file any claims and pursue any recovery from such carriers as BROKER may deem necessary or appropriate to address any losses incurred by BROKER or any third party for which CARRIER is responsible under this Agreement.
10. **INDEMNITY. CARRIER SHALL DEFEND, INDEMNIFY, AND HOLD BROKER, ANY SENDER, THE CONSIGNOR AND CONSIGNEE, AND EACH OF THEIR AFFILIATED ENTITIES, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AGENTS AND REPRESENTATIVES (“INDEMNIFIED PARTIES”) 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 OF SERVICES OR THE BREACH OF THIS AGREEMENT BY CARRIER, IT’S CARRIER PERSONNEL, OR ANY OTHER EMPLOYEES OR INDEPENDENT CONTRACTORS WORKING FOR CARRIER (COLLECTIVELY “CLAIMS”), INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR OR**

RELATED TO PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE, CARRIER'S POSSESSION, USE, MAINTENANCE, CUSTODY OR OPERATION OF THE EQUIPMENT, AND CARRIER'S OPERATIONS AND USE OF CARRIER PERSONNEL (INCLUDING ANY CLAIMS THAT AN INDEMNIFIED PARTY IS, OR COULD BE, LIABLE FOR OR RELATED TO ANY CLAIMS AS A JOINT EMPLOYER OF SUCH CARRIER PERSONNEL); 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**

(a) CARRIER will comply with handling instructions provided by the Sender, consignor or consignee (including such instructions that may be passed through to CARRIER by BROKER). 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.

(d) 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.

(f) 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

BROKER and, if not BROKER, the consignee of the shipment.

12. **RECORDS, CONFIDENTIALITY AND NON-SOLICITATION.**

- (a) CARRIER shall maintain records related to all Shipments transported under this Agreement for a period of not less than three (3) years from the date of delivery. CARRIER shall provide such records to BROKER upon request, regardless of whether this Agreement remains in effect at the time of such request.
- (b) CARRIER shall not disclose to any third party without BROKER's written consent any information regarding Senders or Receivers using the Curri Platform or otherwise receiving Services (including identities, locations, volumes, etc.), the rates for Services agreed between BROKER and CARRIER, or the rates paid by BROKER to CARRIER with respect to Services provided hereunder, except (1) as required by Applicable Law; (2) disclosures 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.
- (c) During the term of this Agreement, and for a period of 12 months thereafter, CARRIER will not accept or deliver any Shipment or otherwise perform any Services (or services that are substantially similar to Services), either directly or indirectly, for any Sender, Receiver, or consignor, consignee or customer of BROKER, except through the Curri Platform or otherwise utilizing BROKER as an intermediary for the transaction. If CARRIER breaches this Section 11(c), CARRIER shall be obligated to pay BROKER commissions in the amount of thirty-five percent (35%) of the gross revenue resulting from any services provided in violation of this provision, and CARRIER shall provide BROKER with all documentation requested by BROKER to verify such transportation revenue.

13. **SUB-CONTRACT PROHIBITION.** CARRIER specifically agrees that all Shipments tendered to it by BROKER or any Sender shall be transported on equipment operated only by 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 BROKER. In the event that CARRIER breaches this provision, CARRIER shall remain directly liable to BROKER as if CARRIER transported such Shipment itself in accordance with this provision, and shall further hold harmless and indemnify BROKER 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 BROKER, BROKER may, in its sole discretion, pay the underlying carrier directly, which payment will relieve BROKER of any and all payment obligations to CARRIER with respect to such load.

14. **BROKER'S RECORDS**. CARRIER hereby waives its right to obtain copies of BROKER'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 or to any third party, including any Senders, Receivers and other existing customers of BROKER. CARRIER further agrees and understands that all such records comprise BROKER's confidential information and trade-secrets and that all such records will be subject to CARRIER's confidentiality obligations under Section 11 of this Agreement and Section 10 of the Terms of Service governing the Curri Platform. Nothing in this section is intended to relieve CARRIER of any other obligations imposed upon it by this Agreement, or to limit any rights of BROKER to enforce such obligations.
15. **ASSIGNMENT/MODIFICATION** This Agreement may not be assigned or transferred in whole or in part by CARRIER absent the prior written consent of BROKER, 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, and may be modified, amended or supplemented by BROKER at any time, with such modifications becoming binding upon CARRIER's acceptance of the modified or amended Agreement. CARRIER's subsequent use of the Curri Platform or the provision of any Services after Curri has posted an updated version of this Agreement on its website (www.curri.com or driver-teams.curri.com), on its User applications, or after Curri has otherwise provided you with notice of any modifications to this Agreement, shall constitute CARRIER's acceptance and agreement to the modified or amended Agreement. Carrier is responsible for regularly reviewing the Curri website and User applications for any updates to this Agreement. In addition, Senders and Receivers are express intended third party beneficiaries of this Agreement.

16. **SEVERABILITY**. In the event that the operation of any portion of this Agreement or the Terms 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.

17. **WAIVER**. CARRIER and BROKER expressly waive any and all rights and remedies allowed under Part B of Subtitle IV to Title 49 of the U.S. Code as allowed by 49 U.S.C. § 14101 to the extent that such rights and remedies conflict with this Agreement. Failure of BROKER 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 BROKER's rights or privileges herein.

18. **NOTICE**. All notices required under this Agreement, including those related to shipment specific communications (including, but not limited to, the rate confirmation forms, shipment specific instructions, status updates, proofs of delivery), must be in writing and may be provided via the Curri Platform, email, other electronic means, personal delivery, overnight delivery with proof of delivery, or registered or certified mail, return receipt requested, and shall be effective upon receipt.

19. **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 state courts of Ventura county in the state of California or the federal district court encompassing the same, except that if BROKER is a party to any proceeding involving a third-party, including any Sender or Reciver, with respect to any claim with respect to which CARRIER has potential liability to BROKER, BROKER may initiate suit against CARRIER, or join CARRIER to any proceedings or arbitration, in the same jurisdiction where such proceedings or arbitration involving BROKER is pending. The PARTIES hereby agree to the jurisdiction of such courts identified herein, and waive any defenses or objections 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**. 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 according to its terms or otherwise in writing signed by

both Parties. The recitals to this Agreement are incorporated as enforceable terms of this Agreement.