

CURRI CARRIER NETWORK LOSS WAIVER PROGRAM

MAY 12, 2023

THIS LOSS WAIVER PROGRAM APPLIES EXCLUSIVELY TO LOSSES OCCURRING IN THE COURSE OF DELIVERY SERVICES BROKERED BY CURRI. THIS LOSS WAIVER PROGRAM IS NOT INSURANCE AND ONLY APPLIES WITH RESPECT TO CLAIMS CURRI MAY HAVE AGAINST PARTICIPANTS. IT DOES NOT APPLY TO, DOES NOT LIMIT YOUR LIABILITY WITH RESPECT TO, AND DOES NOT CREATE ANY OBLIGATION OR LIABILITY FOR CURRI WITH RESPECT TO ANY THIRD PARTY CLAIMS OR LIABILITIES.

PARTICIPATION IN THE LOSS WAIVER PROGRAM IS OPTIONAL AND NOT REQUIRED IN ORDER TO PERFORM DELIVERY SERVICES ON THE CURRI PLATFORM.

1. Background

Curri Inc. ("Curri") is a licensed property broker by the Department of Transportation ("DOT"), with a DOT registration number of 3350325 and Motor Carrier number of 1071003. As a licensed broker, Curri arranges for delivery services and freight transportation with motor carrier and courier companies (each a "Carrier") that have entered into a Carrier/Broker Agreement ("C/B A") with Curri that is substantially in the form of the agreement available at <https://carriers.curri.com/bca.pdf>.

Subject to all of the terms and conditions provided herein, Curri offers Carriers the opportunity to participate in this Loss Waiver Program ("LW") with respect to delivery services performed through the use of Curri's web based and mobile application and delivery services platform (the "Curri Platform"), or otherwise through arrangements made by Curri's brokerage personnel (each a "Delivery").

This LW is subject to all of the terms provided in the C/B A and Curri's Terms of Service available at <https://www.curri.com/terms/terms-of-service> ("TOS"). In the event of any conflict or inconsistency between this LW and the C/B A or the TOS, the C/B A and/or the TOS will control, provided that your participation in this LW may limit your liability for certain losses under the C/B A and TOS, as further specifically provided herein.

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2. Participation.

a. Curri Network Carriers.

Participation in the LW is limited to Carriers that have created a verified carrier account on the Curri Platform through <https://carriers.curri.com/>. The LW is not available to, without limitation: (i) carriers that have not created a verified account on the Curri Platform, (ii) individuals that have signed up to perform delivery services as an individual driver at <https://www.curri.com/drive>, or (3) individuals performing Deliveries through any third party service or technology platform that works as a co-broker with Curri or is integrated by Curri into the Platform.

b. Optional Participation.

Each Carrier's participation in the LW is optional. Carriers participate in the LW by confirming to Curri's legal and compliance team in writing (by e-mail or otherwise) that the carrier is participating in the LW. Notwithstanding the foregoing however, if any Carrier (i) fails to provide evidence, satisfactory to Curri in its reasonable discretion, that Carrier has one or more policies of insurance that satisfy the cargo insurance requirements of Section 9(c) of the C/B A, or (ii) Carrier fails to reimburse Curri for any losses incurred by Curri as a result of liabilities arising from the performance of any Delivery by Curri, then Curri may require Carrier's participation in the LW until such evidence has been provided.

Notwithstanding the foregoing, or anything in this LW, Curri reserves absolute and complete discretion with respect to each Delivery opportunity brokered by Curri to Carriers on the Curri Platform, to select a Carrier that Curri determines, in its sole and absolute discretion, to be most appropriate for the Delivery opportunity. Without limiting the foregoing sentence, Curri may consider a Carrier's participation in the LW (or lack thereof), along with any other factors reasonably related to the business of performing Deliveries, when selecting a Carrier to perform any particular Delivery opportunity.

c. Limited Waiver of C/B A Cargo Insurance Requirements.

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Unless otherwise indicated by Curri in writing, upon a Carrier's enrollment in this LW Curri will waive Carrier's obligation to fulfill the cargo insurance requirements of Section 9(c) of the C/B A. Notwithstanding the foregoing however, nothing in this Section 2(c) shall in any way limit or restrict the applicability of any of Carrier's insurance coverages to any claims, liabilities or losses that are not covered by this LW, for any reason.

d. Curri Carrier LLC Participation

Curri's affiliated motor carrier, Curri Carrier LLC (DOT registration number 3699783) is enrolled in this LW. All Participation Charges (defined below) incurred by Curri Carrier are passed directly through to owner-operators and other drivers performing delivery services under Curri Carrier's motor carrier authority, with each such operator responsible for charges incurred by them pursuant to the terms of this LW as if such operator were a "Carrier" for purposes of this LW.

3. Participation Charges

Each Carrier's participation in this LW is subject to its payment to Curri of participation charges which are incurred on a per-delivery basis ("Participation Charges").

a. Rates

Participation Charges are incurred by participating Carriers on a per delivery basis. Rates are calculated by Curri based on Curri's historical losses under its Customer Loss Assurance Program. Historical losses are used to estimate anticipated future losses on a per delivery basis, which determines the Participation Charges applicable to each Delivery. Rates are re-calculated by Curri on a quarterly basis through a review of Curri's most recent loss data. Rates may vary for single-stop deliveries, multi-stop deliveries and dedicated service routes based on Curri's analysis of its historical losses under its Customer Loss Assurance Program.

b. Deduction from Payments

Participation Charges for each delivery will be deducted from the payment made to you through the Curri Platform for that delivery. By participating in this LW you authorize Curri to make such deductions from your payments related to delivery

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services provided by you through the Curri Platform or otherwise through Curri's brokerage operations. Notwithstanding any of the foregoing however, Curri may decline to deduct Participation Charges in its sole discretion and nothing in this Section 3(b) shall limit Curri's right to collect Participation Charges from Carrier.

4. Applicability.

a. Generally.

Subject to all of the terms provided herein, and to each participating Carrier's full payment of all Participation Charges, Curri agrees to waive the Carrier's responsibility for the cost of (i) damage to any customer or consignee property that occurs at the location of pick up or drop off or during loading and unloading of any delivery, or (ii) damage to, or loss or theft of, all cargo entrusted to such Carrier by Curri or Curri's customer in connection with the performance of delivery services on the Curri Platform or otherwise through Curri's brokerage activities (each a "Loss Event").

b. Limitations.

Curri's waiver provided in Section 4(a) is subject to the following limitations:

i. Waiver Cap.

Curri's waiver shall be capped at \$25,000 per delivery. Accordingly, Curri's waiver shall apply to the first \$25,000 (subject to the Carrier Retention in Section 4(b)(ii)) of costs resulting from one or more Loss Events occurring during a single delivery, and the waiver shall not apply to any costs, losses or other liabilities in excess of \$25,000 resulting from Loss Events occurring during a single delivery.

ii. Carrier Retention.

Carriers shall be responsible for the first \$500 of costs incurred in connection with any Loss Event. Curri's waiver provided under this LW shall only apply to costs resulting from any Loss Event that are in excess of \$500.

iii. Carrier Actions and Omissions.

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Curri's waiver provided under this LW shall not apply to any costs, losses or liabilities resulting from a Carrier's (or any of their employed or contracted vehicle operator's) own negligence, intentional misconduct, illegal activities, actions or omissions resulting in a breach of the C/B A, or failure to use a reasonable route and complete the delivery services requested. Determinations regarding Carrier negligence, misconduct and illegal activities shall be made by Curri's claims department in its reasonable discretion after conducting an investigation.

iv. Carrier Cooperation.

Curri's waiver under this LW with respect to each Loss Event is conditioned upon (i) the Carrier's full and prompt cooperation with respect to Curri's investigation of the Loss Event in all respects, and (ii) Carrier providing to Curri a copy of all documentation received by Carrier from the applicable customer in connection with the delivery giving rise to the Loss Event.

5. No Limitation of Remedies.

Notwithstanding anything in this LW, nothing in this LW shall limit or restrict Curri's rights, or Curri's access to any remedies, under the TOS or any C/B A, except with respect to any costs that the waiver expressly set forth in Section 4(a) is applicable to.

6. Termination; Unenrollment.

Curri may terminate this LW, or may unenroll any Carrier from this LW, for any reason (or no reason) at any time by providing notice to all participating Carriers (if terminating this LW), or the effected Carriers (if unenrolling Carriers). In addition, any Carrier may unenroll at any time by providing written notice to Curri's claims department at claim@curri.com provided that Carrier has provided evidence of cargo insurance satisfying the requirements of Section 9(c) of the C/B A. Termination of the LW or unenrollment of a Carrier shall not effect the waiver, or potential waiver, of any costs that are covered by Curri's waiver under this LW that occurred while this LW was in effect.