CtrlChain

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TERMS AND CONDITIONS OF SERVICE AGREEMENT - SHIPPERS

These Terms and Conditions apply to the Service Agreement ("Agreement") by and between the shipper named on the Agreement (SHIPPER) and CtrlChain USA, Inc. (CtrlChain) (collectively, the "Parties").

I.

RECITALS

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

B. SHIPPER seeks to utilize the services of CtrlChain to facilitate the transportation of goods on behalf of SHIPPER. CtrlChain and SHIPPER agree as follows:

II. AGREEMENT

1. TERMS AND CONDITIONS

These Terms and Conditions apply to every shipment for which SHIPPER has executed a Service Agreement or a related order confirmation ("Agreement"). No other general terms and conditions apply, and the applicability of the terms and conditions of SHIPPER are explicitly rejected. CtrlChain preserves the right to unilaterally amend these Terms and Conditions from time to time. Any such amended provisions shall apply from the moment CtrlChain has published the amendment on CtrlChain's Website (including www.ctrlchain.com and all other websites managed by CtrlChain). SHIPPER shall consult the Website on a regular basis and understands and agrees that the continued use of the platform of CtrlChain through which CtrlChain offers its services, including applications associated therewith (the "Platform") after such amendment or modification constitutes SHIPPER's acceptance of the amendment or amendments. In addition, in order to use the Platform:

> a. CtrlChain shall register SHIPPER on the Platform in order to create an account on the Platform for SHIPPER. Once the registration process has been completed and CtrlChain has approved, SHIPPER will receive a confirmation by e-mail and will be granted access to the Platform in order to use CtrlChain's services.

> b. SHIPPER agrees to provide CtrlChain with accurate and complete information for the registration and agrees to communicate all facts and circumstances that may be important for the proper performance of the Services and provide CtrlChain with all required data and information with regard to these facts and circumstances. CtrlChain reserves the right, in its sole discretion, at any time, to limit, suspend and/or block SHIPPER's access to the Platform.

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

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

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

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

2. CtrlChain'S COMPLIANCE WITH LAW.

CtrlChain represents and warrants that it is duly and legally qualified to operate as a property CtrlChain and to arrange the transportation services contemplated herein. CtrlChain agrees to comply with all federal, state and local laws regarding the provision of such brokerage services. The Parties understand and agree that CtrlChain functions as an independent entity, and not as a carrier, in selling, negotiating, providing and arranging for transportation for compensation, and that the actual transportation of shipments tendered to CtrlChain shall be performed by third-party motor carriers ("Servicing Motor Carriers").

3. PAYMENT AND CHARGES

3.1 SHIPPER shall from time to time tender shipments to CtrlChain, which CtrlChain may accept or reject in its sole discretion. All such tenders shall be made by SHIPPER through the Platform, and CtrlChain's acceptance shall only become effective if and insofar as CtrlChain has confirmed these to SHIPPER through the Platform or by e-mail. With respect to loads with respect to which CtrlChain has agreed to provide services, CtrlChain will charge and SHIPPER will pay the rates and charges set forth in the order confirmation for the shipment.

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Accessorial	Description	Fee
Additional Stops (Trucking)	A shipment includes a pick-up and delivery, when additional pick-ups and delivery locations are required and additional fee per surcharge will be applicable (excluding additional mileages).	$75,00
Blind Shipments	Original origin not visible. This means the buyer can not see which manufacture supplying the seller.	$50,00
Detention / Waiting time (with/without power) (Truck and driver)	Driver wait time or detention time is defined as the time a driver waits beyond what he or she anticipates needing to load/unload the freight. 2 hours loading and 2 hours unloading included.	$75,00
Reconsignment / Address Correction	Including address correction and document correction (CMR/BOL). Excluding additional mileage fee based on different mileage on original origin/destination and potential cancellation fees.	$10,00
Layover	A layover fee is applied if a truck is unable to get loaded or offloaded on the day originally scheduled and the transit/loaded days are extended.	$600,00
Order Cancellation / Truck Order (TONU)	Transportation orders cancelled >24 hours before the order is desired to be picked-up.	$-
Order Cancellation / Truck Order (TONU)	Transportation orders cancelled 24 hours – 8 hours before the order is desired to be picked-up.	50% shipping costs
Order Cancellation / Truck Order (TONU)	Transportation orders cancelled <8 hours before the order is desired to be picked-up.	75% shipping costs
Manual booking fee	Orders booked by CtrlChain for the shipper where the order could be booked by the shipper themselves	$15,00
Proof of delivery (Signed POD)	CtrlChain will provide proof of delivery of your shipment online via the platform (for free). When requested via fax, post, e-mail, surcharge will be applicable.	$10,00
Late payment fee	In the event that payment of an invoice is overdue, CtrlChain may charge a late payment fee. After 30 days overdue we add an additional 1% per week on top of the fee (no maximum applies to the total extra amount of late payment fees when exceeding the 30 daysoverdue).	
Paper invoice fee	If an invoice on paper is required, CtrlChain will send you all invoices via your preferred method.	$10,00
Manual Corrections	Changes/Corrections made by CtrlChain for the shipper where the change/correction could be done by the shipper themselves.	$10,00

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

3.3 Accepted orders may be cancelled without cancellation fee if notice of cancellation is given through the Platform at least 24 hours before the shipment pickup time. The following cancellation fees apply if shorter notice of cancellation is given:

   a. Between 8 and 24 hours of pickup time: 50% of the agreed shipping rate

   b. Less than 8 hours before pickup time: 75% of the agreed shipping rate

![CtrlChain logo] **CtrlChain**

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3.4 In the event brokerage services are provided and it is subsequently discovered that there was no applicable or understood rate, the Parties agree that the charges invoiced by CtrlChain shall be the agreed upon contract rate of the Parties for the services provided, unless such payment is objected to by SHIPPER within ten (10) days of the invoice date.

3.5 SHIPPER agrees to pay CtrlChain without offset within fourteen 14 days of receiving the invoice. SHIPPER shall also be liable for any expenses, including attorney fees, CtrlChain incurs in collecting its rates and charges.

4. INDEMNIFICATION.

The provisions of this section shall not apply to claims for cargo loss, damage or delay.

4.1 CtrlChain shall indemnify, defend, and save SHIPPER, its employees, and agents harmless from and against, and shall pay and reimburse, any and all liability, claims, loss, costs, fines, penalties, expenses (including attorney's fees), judgments, or demands on account or damage of any kind whatsoever, including but not limited to personal injury, property damage (other than loss or damage to cargo, which is addressed elsewhere in these Terms and Conditions), or any combination thereof, suffered or claimed to have been suffered by any person or persons, arising out of CtrlChain's services provided in connection with these Terms and Conditions to the extent such claim is directly and proximately caused by (i) the negligence or intentional misconduct of CtrlChain; (ii) CtrlChain's or its employees' violation of applicable laws or regulations; or (iii) CtrlChain's or its employees' or agents' breach of these Terms and Conditions. The foregoing obligations shall not apply to the extent such liabilities or obligations arise from the negligence or other wrongful conduct of SHIPPER.

4.2 SHIPPER shall indemnify, defend, and save CtrlChain, its employees, and agents harmless from and against, and shall pay and reimburse, any and all liability, claims, loss, costs, fines, penalties, expenses (including attorney's fees), judgments, or demands on account or damage of any kind whatsoever, including but not limited to personal injury, property damage, cargo damage, or any combination thereof, suffered or claimed to have been suffered by any person or persons, arising out of SHIPPER's performance under these Terms and Conditions to the extent such claim is directly and proximately caused by (i) the negligence or intentional misconduct of SHIPPER; (ii) SHIPPER's or its employees' or agents' violation of applicable laws or regulations; or (iii) SHIPPER's or its employees' or agents' breach of these Terms and Conditions or any Agreement, including without limitation those provisions relating to use of the Platform; or (iv) SHIPPER's failure to provide complete and accurate instructions regarding safe handling of food, or CtrlChain's reliance on SHIPPER's instructions for safe handling of food. The foregoing obligations shall not apply to the extent such liability, claims or loss are the result of the negligence or other wrongful conduct of CtrlChain.

4.3 In the event that such claims, liabilities, losses, damages, fines, penalties, payments, costs and expenses (including without limitation, reasonable attorney fees) are caused by the joint and concurrent negligence or other fault of the Parties, or the Parties and a third party, the indemnity obligations for such claims, liabilities, losses, damages, fines, penalties, payments, costs, and expenses shall be borne by each Party in proportion to its degree of negligence or other fault.

4.4 CtrlChain shall also indemnify, defend, and save SHIPPER harmless from and against any and all claims of payment made by Servicing Motor Carriers as long as SHIPPER has made timely payment in accordance with the provisions of these Terms and Conditions to CtrlChain of the full amount owing to CtrlChain for the services underlying the Servicing Motor Carrier's claim.

4.5 Any indemnified Party shall promptly tender the defense of any claim to the indemnifying Party.

4.6 IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR DAMAGES ARISING FROM BUSINESS INTERRUPTION, WITH RESPECT TO ANY MATTERS ARISING FROM OR RELATED TO THESE

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TERMS AND CONDITIONS REGARDLESS OF WHETHER THE PARTY TO BE CHARGED HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.

5. INDEPENDENT CONTRACTOR.

CtrlChain represents and warrants that it is an independent contractor under these Terms and Conditions and that its employees are under CtrlChain's exclusive management and control, and that SHIPPER neither exercises nor retains any control over CtrlChain, its operations or employees in any manner whatsoever.

6. CONTRACT CARRIERS.

CtrlChain shall make reasonable efforts to place SHIPPER's loads with responsible Servicing Motor Carriers authorized to perform the services required by SHIPPER for the purposes of transporting the loads with reasonable dispatch under the direction of SHIPPER. In no event will CtrlChain tender any goods of SHIPPER to a Servicing Motor Carrier holding an "unsatisfactory" safety rating. CtrlChain also agrees to utilize only Servicing Motor Carriers that possess all insurance coverages required by applicable law. However, the Parties understand and agree that CtrlChain, by signing these Terms and Conditions, makes no express or implied warranties or guarantees concerning delivery time or the locating of a Servicing Motor Carrier to provide the transportation services requested by SHIPPER. Moreover, SHIPPER acknowledges and agrees that the terms of service of such Servicing Motor Carriers might limit SHIPPER's recovery for claims for cargo loss, damage or delay and otherwise govern the relationship between CtrlChain and the Servicing Motor Carrier.

7. CtrlChain INSURANCE.

CtrlChain shall comply with all insurance and bonding requirements imposed upon it by law, including its obligation to maintain a surety bond to benefit SHIPPER.

8. CARGO LOSS, DAMAGE, OR SHORTAGE.

In the event of a cargo loss or damage claim, including loss or damage due to unreasonable delay in delivery, CtrlChain may facilitate claims filing and processing with the Servicing Motor Carrier if SHIPPER submits to CtrlChain, within six (6) months of the date of delivery, a written claim, fully supported by all relevant documentation, including but not limited to the signed delivery receipt, listing the nature and cause of the claim for cargo damage. SHIPPER understands and agrees that the underlying Servicing Motor Carrier may have a limitation of liability in place that limits SHIPPER's recovery with respect to such claims, and further agrees that the full value liability of any Servicing Motor Carrier shall not exceed $100.000 (U.S. Dollars) per shipment unless agreed upon in writing by that Carrier and the Parties (such agreement may, but need not necessarily, take the form of a declared value declaration by SHIPPER).. CtrlChain may, in its sole discretion and without liability to SHIPPER, discontinue pursuit of claims with the Servicing Motor Carrier if such claim is not resolved within sixty (60) days of receipt by CtrlChain. CtrlChain shall have no liability for cargo loss, damage, or shortage except to the extent such claims are caused directly and proximately by CtrlChain's negligent or intentionally wrongful acts or omissions, in which event, CtrlChain's liability shall be limited to the amount owed to CtrlChain by SHIPPER with respect to the services provided by CtrlChain that relate to the commodities at issue. CtrlChain shall have no liability for delay in delivery of cargo except to the extent that CtrlChain's negligence or intentional misconduct directly and proximately causes an unreasonable delay, which delay results in loss or damage to the cargo. In no event will CtrlChain or the Servicing Motor Carrier be responsible for any chargebacks or other penalties or assessments imposed by the consignor or consignee with respect to late deliveries. SHIPPER acknowledges and agrees that its sole recourse, and that CtrlChain's sole liability, with respect to cargo loss, damage or delay shall be pursuant to this provision. SHIPPER further acknowledges and agrees that if SHIPPER is not the owner of such cargo, then SHIPPER is authorized to bind the owner to the provisions set forth herein regarding loss, damage or shortage.

9. SHIPPING DOCUMENTS.

Unless otherwise agreed in writing, all shipments tendered shall be accepted on a bill of lading which shall function as a receipt of the goods only; the terms and conditions of such bill of lading will not apply to transportation provided pursuant to these Terms and Conditions. Upon request of SHIPPER, CtrlChain shall instruct Servicing Motor Carriers to obtain a delivery receipt from the consignee, showing the products delivered, condition of the shipment and the date and time of such delivery. SHIPPER is solely responsible for properly identifying and describing the goods to be transported on any shipping documentation, as well as for complying with all laws, rules and regulations regarding tender of goods for transportation including, but not limited to, those applicable to shipping papers required with respect to shipments of hazardous materials. CtrlChain's Security Policy ("CCA Security Policy") as in effect on the date of pickup of the shipment, published at www.ctrlchain.com/security-policy-us is incorporated into these Terms and Conditions as if fully set forth herein. SHIPPER acknowledges and agrees that CtrlChain is under no obligation to arrange for any other special handling or other services unless expressly requested in writing by SHIPPER receipt of which is acknowledged in writing by CtrlChain.

10. SHIPMENTS CONTAINING FOOD.

When requesting service with respect to any shipment containing food that is subject to regulations of the Food and Drug Administration ("FDA") promulgated under the Sanitary Food Transportation Act (hereinafter, "Food"), SHIPPER shall, at the time of the initial request for services with respect to the individual shipment, provide written notice (each a "Food Handling Notice") to CtrlChain that the consignment contains Food which Food Handling Notice must also include any special instructions or handling requirements, if any, to be imposed on the Servicing Motor Carrier, including, but not limited to, any requirements related to condition, design, maintenance or type of transportation equipment; sealing of trailers; cross-contaminant restrictions; segregation/isolation of Food consignments; records relating to equipment (such as prior use or cleaning); temperature range requirements; temperature records (including method of measuring, monitoring and documenting temperature); pre-cooling requirements; required transit-times, etc., (any such instructions, hereinafter the "Specialized Instructions"). Any such Food Handling Notice shall specifically identify then consignment to which it relates and in no event shall any Food Handling Notice purporting to apply to multiple consignments (including any Food Handling Notice purporting to apply to any specifically enumerated commodities, any category of commodities, or commodities moving to or from specified locations) be binding on CtrlChain or otherwise apply to services provided by CtrlChain, regardless of whether receipt of such general Food Handling Notice has been confirmed by CtrlChain. CtrlChain's sole responsibility with respect to such Specialized Instructions is limited to providing such Specialized Instruction to the Servicing Motor Carrier.

11. NOTIFICATION OF ACCIDENTS OR DELAYS.

CtrlChain agrees to notify SHIPPER of any accident or other event of which CtrlChain is apprised and which prevents the motor carrier from making a timely or safe delivery.

12. LEGAL RESTRAINT OR FORCE MAJEURE.

In the event performance by one Party is affected by any cause beyond the reasonable control of such Party, including without limitation, fire, labor strife, riot, war, weather conditions, acts of the public enemy, acts of God, acts of terrorism, local or national disruptions to transportation networks or operations, fuel shortages, governmental regulations, governmental request or requisition for national defense, epidemics and pandemics, including COVID-19 and any mutations thereof, malfunctioning of the Platform due to circumstances beyond the reasonable control of CtrlChain, and/or any other circumstances beyond the reasonable control of a Party, and provided that the applicable cause is not attributable to the acts or omissions of such Party, and such Party is taking reasonable measures to remove or mitigate the effects of the applicable cause, then the performance of all obligations required herein shall, with the exception of payment of invoices, be suspended during the continuance of such interruption, and such Party shall promptly notify the other Party of such interruption. Such period of suspension shall not in any way invalidate these Terms and Conditions, but on resumption of operations, any affected performance by such Party shall be resumed. No liability shall be incurred by either Party for damages resulting from such suspensions.

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13. COMMUNICATIONS.

To the extent practicable, communications between CtrlChain and SHIPPER, including, but not limited to, invoicing, payment, order confirmations, and proofs of delivery, will be electronic in a format mutually agreeable to the Parties. The Parties hereby waive any objection to the authenticity of such electronic communications as long as such communications comply with the Electronic Signatures in Global and National Commerce Act, the Uniform Electronic Transactions Act, or related legislation as applicable.

14. CTRLCHAIN'S RECORDS.

To the extent allowable under Applicable Law, SHIPPER hereby waives its right to obtain copies of CtrlChain's records as provided for under 49 C.F.R. Part 371. Notwithstanding the foregoing, to the extent that SHIPPER obtains records set forth in 49 C.F.R. § 371.3 by any means whatsoever, SHIPPER agrees to refrain from utilizing such records in negotiating for the provision of services with any third party, including Servicing Motor Carriers. SHIPPER further agrees and understands that all such records comprise CtrlChain's confidential information and trade-secrets.

15. CONFIDENTIALITY.

Neither party may disclose the terms of these Terms and Conditions to a third party without the written consent of the other party except (i) as required by law or regulation; (ii) disclosure is made to its accountants, tax advisors, attorneys, or any parent, subsidiary or affiliate company; or (3) as is reasonably necessary to the performance of operations hereunder.

16. ASSIGNMENT/MODIFICATION/BENEFIT OF AGREEMENT.

These Terms and Conditions may not be assigned or transferred in whole or in part. These Terms and Conditions shall be binding upon and inure to the benefit of the Parties hereto.

17. SEVERABILITY.

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

18. NOTICE.

Shipment specific communications and documents (including, but not limited to, communication of and acceptance of rates, confirmation of pickup and delivery times, order confirmations, shipment specific instructions, status updates, proofs of delivery, receipts, bills of lading and invoices),shall be exchanged via the Platform. With the exception of Food Handling Notices, which may be exchanged via email, all other notices or communications required or permitted by these Terms and Conditions shall be effective upon receipt; shall be in writing; and shall be personally delivered, or mailed by registered or certified mail, return receipt requested, or sent by an overnight delivery service which provides proof of delivery, or sent by telecopy with a duplicate copy sent by first class mail, postage prepaid, to the addresses of the Parties as set forth in the Agreement.

19. DISPUTE RESOLUTION AND LIMITATION.

These Terms and Conditions shall be deemed to have been drawn in accordance with the statutes and laws of the United States and the state of Delaware. In the event of any disagreement or dispute, the laws of Delaware shall apply except to the extent superseded by applicable federal law. All such disagreements or disputes shall be submitted to the court of proper jurisdiction in the state of Delaware. The Parties hereby agree to the jurisdiction of such courts, and waive any defenses to

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venue in or personal jurisdiction of such courts. Notwithstanding the foregoing, the Parties may mutually agree in writing to submit any such disagreement or dispute to binding arbitration.

20. COMPLETE AGREEMENT.

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