**Freight Supplier Security Agreement**

Buyer:

Supplier: M & Rol Logistics

This Agreement is signed by

（hereinafter referred to as the "Buyer") and between M & Rol Logistics

(Registered Address: Av. José López Portillo 250, Nave 4, Fuentes del Valle, San Mateo Cuautepec, Estado de México CP 54710 hereinafter referred to as the "Supplier"), and becomes effective on april day 20 month, 2023 year.

1. **Purpose and Scope**

In order to clarify the rights and obligations related to the safety of freight transportation in the freight service, the two parties have reached this agreement through voluntary and equal consultation.

This Agreement applies to all Suppliers who supply goods through the Buyer or directly to the Buyer.

1. **Freight safety requirements**

Freight safety refers to the safety of products in the process of logistics, including anti-theft, anti-robbery, anti-destruction, fire prevention, anti-personal safety, anti-exchange, anti-leakage of sensitive information, anti-interruption of logistics business and emergency treatment after security incidents.

**2.1 Safety requirements for freight vehicles**

1. The Supplier should ensure that the license of the vehicle is complete and the procedures are legal, which is in conformity with the relevant regulations of the state. Vehicle performance is good, clean, in the whole transport process should ensure that the carriage is dry, no leakage, clean appearance of the car condition;
2. The Supplier's vehicle equipment must be equipped with necessary security facilities, such as GPS, CCTV, infrared, anti-theft network, anti-theft alarm system, fire protection facilities, etc.;
3. Supplier tracking system: a sound IT system is needed to track the progress and location of goods and process traceability;
4. Environmental safety management of Supplier's vehicles: if the vehicle's emission marking requirements should meet the relevant national standards.

**2.2 Freight safety assurance requirements**

1. In transit, the Supplier shall park the container truck in a safe and controllable environment and prohibit unauthorized personnel from entering the container when the container cannot be returned or unloaded in time for any reason and the truck needs to be parked in transit;
2. If there are any abnormal or suspicious [indication](C:/Users/10007771/AppData/Local/youdao/dict/Application/8.3.1.0/resultui/html/index.html#/javascript:;)s in the course of transportation, the Supplier may be asked to suspend the transportation and investigate the abnormal situation, and if necessary to report to the local law enforcement agencies;
3. In the course of the travel of the Supplier's vehicle, the driver shall carry the corresponding documents in accordance with the demand side's pick-up/delivery requirements, and keep the telephone clear;
4. The Supplier should plan ahead of transportation routes;
5. The driver of the Supplier shall follow the predetermined route and cannot stop at will, and must lock the vehicle when necessary to stop to prevent unauthorized personnel from entering the cab;
6. The abnormal situation detected by the Supplier in the inspection before departure must be reported to the Buyer
7. The Supplier should check before departure to ensure that vehicle performance meets local regulatory requirements
8. The Supplier must set up vehicle maintenance procedures in accordance with the manufacturer's specification documents
9. The Supplier shall have the documents in place to manage and control strip seal, Trailer (container) door locks, lock pins, and other safety equipment;
10. The Supplier should train the driver to pick up and deliver the goods so as to prevent deception and fraud
11. Suppliers should have agreements to require agents and subcontractors to provide the necessary information or to conduct their own screening
12. The Supplier should regularly train the driver in anti-terrorism and safety threat awareness, including at least threat awareness, response to robbery, vehicle inspection, identification of threats, use of safe parking, and appropriate response to threats;
13. The Supplier's driver shall not drive tiredly, and shall maintain a uniform speed in the course of transportation, so as to avoid damage to the goods caused by sudden stops and speeds;
14. If the cargo has an accident or force majeure in transit, the Supplier shall take measures to ensure the safety and integrity of the cargo, and report the case to the aviation, public security, transportation and other departments and obtain relevant accident certificates and complete claim information to facilitate consultation with the insurance company for compensation.

**2.3 Goods tracking and feedback**

1. The Supplier shall provide daily progress report and fill in the Buyer's freight tracking system at the same time;
2. If the Supplier is in the process of cargo transportation, if there is a loss of cargo, delay in arrival, immediate feedback is required, and according to the guidance of the Buyer to deal with, until the safe arrival of the goods at the destination;
3. The Supplier shall submit the abnormal information to the Buyer daily by email and telephone, and maintain the freight tracking system in time. Exceptions include, but are not limited to, the delayed departure and dispatch of goods due to abnormal weather, traffic control, holidays, market shutdowns, etc.;
4. The Supplier should pay more attention to the arrangement of the key emergency batches delivered by the Buyer, feedback the goods in transit every day, ensure the timely delivery and delivery of the goods to the customers, and follow up the feedback process in an unusual and timely manner;
5. During holidays, the Supplier shall ensure the timely and normal delivery of the goods, and in the event of the suspension of major festival markets , the Supplier shall have emergency plans to ensure the timely delivery of emergency batches to customers;
6. For emergency shipments during holidays, the Buyer may inform the Supplier by telephone or eemail of the priority arrangement of the corresponding batches, and urge the Supplier to ship and dispatch the batches in time; in case of abnormal circumstances, the Buyer may communicate with the Supplier's contact person by telephone or eemail and inform the progress of the shipment;
7. If the Supplier fails to give the emergency plan to ensure the timely delivery of the goods, the Supplier should consult with the Buyer in time to determine the solution to ensure the timely delivery of the goods to the customer.

**2.4 Personal Data Protection Requirements**

If the Supplier (including the Supplier's products and/or services) processes (collects, stores, transfers, or discloses) the Buyer's or the Buyer's customers' (including direct customers' and indirect customers') personal data, the Supplier shall strictly comply with applicable data protection or privacy protection laws or regulations, and use proper technical and organizational measures to protect and process the personal data.

1. The Supplier shall process personal data in accordance with the Buyer's instructions.
2. The Supplier shall maintain all the personal data processing records.
3. The Supplier shall provide information about personal data and its processing at the Buyer's request.
4. The Supplier shall limit the access to personal data to the Supplier's employees who need to use the data.
5. Without prior permission of the Buyer, the Supplier shall not disclose personal data to any third party.
6. The Supplier can provide personal data to the Buyer only after obtaining necessary personal consent.
7. The Supplier shall process personal data only for the purpose of performing contract obligations, and shall not use personal data for any purpose other than both parties' contract obligations.
8. The Supplier shall collaborate with the Buyer to ensure that persons can implement their rights over personal data, including but not limited to the modification and deletion of personal data.
9. The Supplier shall execute all proper and necessary protective measures to prevent personal data from being disclosed, deleted, modified, or accessed without authorization or intention.
10. To use a subcontractor to process the Buyer's or the Buyer's customers' (including direct and indirect customers') personal data, the Supplier shall obtain the Buyer's written consent. The subcontractor's violation of this provision is deemed as the Supplier's violation of this provision.
11. If personal data is disclosed, the Supplier shall inform the Buyer within 24 hours after the disclosure is learnt, and take all necessary remedial measures immediately.
12. The Supplier shall ensure that all personal data is deleted or destructed at the Buyer's request, or returned to the Buyer after the termination or expiration of this Agreement.
13. The Buyer (or its authorized representative) is entitled to audit the technical and organizational security measures taken by the Supplier at reasonable time and with a reasonable notice to ensure that these measures meet applicable security obligations for personal data protection.
14. If the Supplier transfers the personal data across borders, it is subject to prior written consent of Buyer.
15. The disclosure of personal data caused by the Supplier (including the Supplier's products or services) and the impact of the violation of applicable personal data protection laws and regulations shall be handled in accordance with the "Defaulting Liabilities" provision of this Agreement.
16. **Requirements for construction of freight safety management system**
17. The Supplier shall establish a freight safety guarantee system, implement the freight safety management of freight and services, conduct regular self-inspection of freight safety, and provide self-inspection reports to the Buyer. The Buyer has the right to examine the Supplier's freight safety assurance system and implementation;
18. The Supplier shall establish a freight safety emergency response mechanism to notify the Buyer by email, fax or other written means of the freight and/or service security issues (including security loopholes) and their solutions;
19. When the Supplier publishes the freight security issues (including security loopholes) of the freight service to the outside world, it must shall notify the Buyer in advance by 72H by email, fax or other written notice, and notify the Buyer the solution of the problem through the formal release channel;
20. The Supplier shall conduct freight safety management for employees in key positions of freight safety, including, but not limited to, signing freight safety agreements with employees, conducting freight safety training, auditing staff compliance with freight safety standards and improving problems identified through audits;
21. The Supplier shall establish a detailed record of the freight safety process at such links as freight transportation to ensure traceability of the process. If the Supplier's freight and/or services contain logs, the logs should have access control and should not be changed or deleted under any circumstances.
22. **Secrecy**

Without the written consent of the other party, neither party shall disclose to the third party any commercial secrets outside the purpose of cooperation between the two parties, whether they are oral or written, or in the form of disk, film or electronic parts. In addition to the above stipulations, the parties shall abide by the relevant agreement on confidentiality in "The International Transport Guarantee Agreement" and / or the confidential agreement signed by both parties.

1. **Compliance and trade safety requirements**
2. The Supplier shall establish and comply with the compliance and trade safety management system conforming to the requirements of AEO certification;
3. The Supplier shall have written systems and procedures for assessing, demanding, and checking the safety of business partners' supply chain;
4. The Supplier shall conduct a comprehensive assessment of business partners in accordance with this certification standard when selecting business partners, focusing on compliance with compliance and trade safety, and has written systems and procedures;
5. The Supplier shall, in the contract, agreement or other written information, require business partners to standardize and improve trade safety management in accordance with this certification;
6. The Supplier shall regularly monitor or inspect business partners' compliance with trade safety requirements, and have written systems and procedures.
7. **Defaulting Liabilities**

If the Supplier fails to comply with this Agreement, the Buyer shall have the right to unilaterally take any or all of the following actions:

1. The Buyer shall require the Supplier to rectify its noncompliance with this Agreement at its own cost within a reasonable period specified by the Buyer, until meeting all requirements of this Agreement;
2. The Buyer shall require the Supplier to indemnify the Buyer for all losses suffered herein, including but not limited to fees, legal costs and attorney fees that are paid in eliminating the impact of the Supplier's noncompliance with this Agreement, as well as the compensation claimed by the customer;
3. The Buyer shall require the Supplier to indemnify the Buyer for the following claims, losses, costs and expenses incurred on the Buyer due to the Supplier's breach of this Agreement:
4. Actual losses of any third party (including but not limited to the customer and end user) as a result of the intentional or negligent acts of the Supplier or Supplier personnel;
5. Claims lodged by the end user according to related laws and regulations
6. The Buyer shall terminate the procurement relationship with the Supplier, and unilaterally rescind related freight contract or agreement.
7. **Relationship with Other Effective Agreements**

Where the provisions of this Agreement conflict with other agreements that are signed between both parties, the latest effective agreement shall prevail.

1. **Term of Agreement**

This Agreement is prepared in duplicate, with one copy respectively for each party. All copies of this Agreement shall have equal legal effect.

This Agreement shall become effective as of the date of signing by both parties, until the date both parties renew the "International Freight Supplier Security Agreement".

1. **Applicable law**

This Agreement shall be governed and interpreted by the laws of **the People's Republic of China.**

1. **Dispute Settlement**

All disputes resulting from or related to this Agreement shall be first settled appropriately by friendly negotiation between both parties. If the dispute cannot be solved by means of friendly negotiation, both parties shall submit the dispute to a competent arbitration organization for settlement. The place of arbitration shall be **Shenzhen,** and the arbitration organization shall be **the Shenzhen Court of International Arbitration.** The arbitration award issued by **the Shenzhen Court of International Arbitration** shall be final and legally binding on both parties. Unless otherwise ruled by the Arbitration Commission, the arbitration fees shall be borne by the losing party.

Buyer: Supplier: M & Rol Logistics

Authorized Representative of the Buyer: Authorized Representative of the Supplier:

Lilia Arcelia Olvera Romero

April 20th 2023

Date: Date: