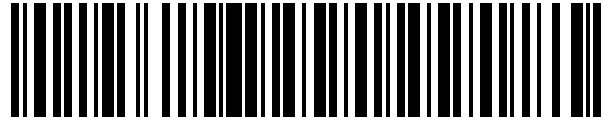


# FedEx Transportation Services Agreement

## Table of Contents

FedEx Transportation Services Agreement.....	1/24
Express Pricing Attachment.....	4/24
General Express Terms and Conditions.....	4/24
General Express Pricing Provisions.....	4/24
United States.....	4/24
United States Terms and Conditions.....	4/24
United States Domestic Express.....	4/24
United States FedEx International Export.....	6/24
United States FedEx International US to PR.....	7/24
United States FedEx International Import.....	8/24
United States FedEx International PR to US.....	9/24
United States FedEx International Third Party.....	10/24
United States Pricing Provisions.....	12/24
EXPRESS PRICING ATTACHMENT APPENDIX.....	13/24
Ground Pricing Attachment.....	15/24
General Ground Terms and Conditions.....	15/24
General Ground Pricing Provisions.....	15/24
United States.....	15/24
United States Terms and Conditions.....	15/24
United States Ground Domestic Single Piece.....	15/24
United States Ground Domestic MWT.....	17/24
United States Ground Export Single Piece.....	18/24
United States Fees and Surcharges Modifications ("Surcharge Modifications").....	19/24
United States Pricing Provisions.....	22/24
GROUND PRICING ATTACHMENT APPENDIX.....	23/24
Earned Discount Program Details.....	24/24



## FedEx Transportation Services Agreement

**Customer Name:** [REDACTED]

**Effective Date:** December 28, 2018 ("Effective Date")

Customer, including any of its divisions, subsidiaries and affiliates, a majority (defined as 51%) of whose voting stock is directly or indirectly owned by Customer ("Customer" herein), and FedEx agree to enter into this FedEx Transportation Services Agreement (the "Agreement") subject to the following terms and conditions.

This Pricing Agreement/Amendment hereinafter collectively refers to a Country or Territory as "Country or Countries".

**1. Services.** This Agreement specifies the terms and conditions under which FedEx agrees to provide certain transportation services ("Services") to Customer. This Agreement shall be between Customer and the applicable FedEx operating entity ("FedEx Company") for the applicable Service identified on the pricing attachments that are attached hereto and incorporated herein. All FedEx Companies providing Services pursuant to this Agreement are hereinafter collectively referred to as "FedEx".

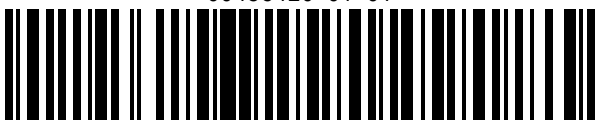
**2. Pricing.** FedEx agrees to provide Services to Customer at the pricing and on the terms as set forth in the applicable pricing attachments. Each applicable FedEx Company may provide a courtesy copy of Customer's pricing reflected as net rates (based on the applicable base rate in effect at such time) upon request. Net rate sheets are provided as a courtesy only and are not incorporated within the Agreement. The pricing and Services are provided by FedEx to Customer for Customer's use and benefit only and may not be resold or otherwise extended (including via third party billing) to any other party without the prior written consent of FedEx. Customer agrees to ensure that the proper account number appears on the applicable air waybill or other form of shipping documentation and acknowledges that pricing will not be applied to packages that do not correctly reference the proper account number. The pricing is effective the later of the date identified above, if any, or within five business days following possession of a fully executed Agreement by FedEx's authorized representative ("Effective Date").

**3. Service Guide.** Each shipment made with FedEx is subject to the terms and conditions of the FedEx Service Guide in effect at the time of shipment, which terms are incorporated into this Agreement by reference. "FedEx Service Guide" means, collectively, the shipment country of origin FedEx Service Guide, any applicable tariffs, local service conditions or condition of carriage, and the airbill/air waybill or Bill of Lading in effect on the date of shipment of the applicable FedEx Company (including, but not limited to, the FedEx Freight 100 Series Rules Tariff, the FedEx SmartPost terms at [fedex.com/us/smartpostguide](http://fedex.com/us/smartpostguide), and other service-specific terms as posted on [fedex.com](http://fedex.com)). FedEx reserves the right to modify the FedEx Service Guide, including a modification of the published transportation rates and/or special handling fees, surcharges, ancillary and other charges, at any time without notice. Customer is directed to the FedEx web site [fedex.com](http://fedex.com) for changes in the FedEx Service Guide. In the event there is a conflict between this Agreement and the FedEx Service Guide, the provisions of this Agreement control.

**4. Payment Terms.** Payment is due at the time Services are rendered. FedEx may, however, extend credit privileges. The invoice date begins the credit term cycle, and payment is due within the number of days specified on the pricing attachments from the invoice date. However, invoices for duties and taxes are payable on receipt. Customer agrees that remaining current on all payables is a condition to the extension of credit and pricing. Failure to comply with payment terms may result in denial of credit or removal of applicable pricing, in FedEx sole discretion.

**5. Automation.** Customer agrees that all shipping locations will use a FedEx online or FedEx compatible shipping solution that is approved and authorized by FedEx, and an agreement for the placement or use of any such shipping solution shall be accepted prior to such use.

**6. Confidentiality.** Both FedEx and Customer agree that the terms of this Agreement, including the pricing, are confidential and shall be held in strict confidence by both parties and may not be disclosed unless required by law. Customer agrees not to post or publicly display the terms or the pricing. FedEx and Customer also agree that any discussions or negotiations regarding the pricing or any changes thereto (including but not limited to future pricing offerings) are also confidential and are subject to this provision of confidentiality. Notwithstanding the foregoing, disclosure by FedEx to any of its subsidiaries, affiliates, related entities, subcontractors, agents and/or representatives is permitted without notice or consent. Furthermore, disclosure by Customer of this Agreement or any





terms to any third party without consent by FedEx and execution of a mutually agreeable non-disclosure agreement between FedEx and such third party shall be considered a breach by Customer.

**7. Term.** This Agreement commences on the Effective Date and continues until expired or terminated by either party.

**8. Termination.** Either party may terminate this Agreement immediately upon notice due to the other party's noncompliance with its terms. Either party may terminate this Agreement without cause and without penalty at any time upon 30 days prior written notice to the other party.

**9. Prior Agreements.** This Agreement supersedes all pricing agreements and addenda, if any, between FedEx and Customer for the Services, package types, and Customer account numbers covered by this Agreement and identified on the respective pricing attachments.

**10. No Modifications.** Any alterations to this document by either party will render it null and void. Any failure by FedEx or Customer to enforce or apply a provision of these Conditions does not constitute a waiver of that provision and does not otherwise impair FedEx's right to enforce such provision.

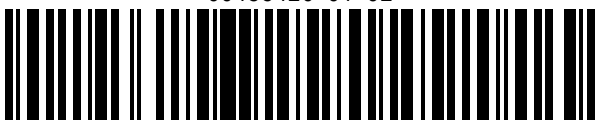
**11. Restricted Commodities.** This Agreement does not provide for the shipment of alcohol or other items and conditions that may be prohibited or restricted by law or by the FedEx Service Guide. Such commodities may require a separate agreement.

**12. Electronic Storage.** Either party may copy this completed Agreement for electronic storage in a non-editable format, at which time the paper form of this Agreement may be destroyed. Customer and FedEx each agree that following the electronic storage of this Agreement, any hard copy printout of that electronically stored information will constitute an original of this Agreement.

**13. Representation of Authority.** Each of the parties represents and warrants to the other that this Agreement is valid and legally binding and has been executed by an authorized representative. Nothing contained herein shall be construed as creating any joint or joint and several liability among the FedEx Companies.

**14. Severability.** If any of the provisions of this Agreement are found by a court or any other competent authority to be void or unenforceable, such provision shall be deemed to be deleted from this Agreement and the remaining provisions of this Agreement shall remain and continue in full force and effect.

**15. Assignment.** Neither the rights nor the duties of either party under this Agreement may be voluntarily assigned or delegated without the prior written consent of the other party, except that FedEx may assign all or any part of its rights and delegate its duties under this Agreement to a directly or indirectly owned subsidiary or affiliate of FedEx Corporation. Without limiting the foregoing, this Agreement will be binding upon and inure to the benefit of the parties and their permitted successors and assigns.





IN WITNESS WHEREOF, the parties hereby execute this Agreement as of the last date provided below:  
Any alterations to this document, including but not limited to handwritten changes, by either party are null and void.

[Redacted signature]

[Redacted signature]

[Redacted signature]

[Redacted signature]

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[Redacted signature]

[Redacted signature]

[Redacted signature]

[Redacted signature]

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## Express Pricing Attachment

**Customer Name / Location(s)**

**Country ID**

488487145

Subsequent pricing applies to all individual FedEx accounts associated with the Customer as identified above, unless otherwise noted.

### GENERAL EXPRESS

#### General Express Terms and Conditions:

These terms and conditions apply to all pricing contained herein and apply to all countries listed in this FedEx Express Pricing Attachment.

**Valid Account.** A valid account number must be established for incentives to apply.

**Zone Definitions.** To determine your zone, please refer to the FedEx Service Guide, or access our website at [fedex.com](http://fedex.com).

**Commitments.** Customer agrees that any failure to so achieve the below commitments within 90 days of the Effective Date or maintain them thereafter may result in a pricing change, in FedEx's sole discretion; in such event, FedEx may apply modified pricing to Customer shipments upon 30 days notice. Customer also agrees that any failure to so achieve or maintain the below commitments may result in the immediate termination of this Agreement by FedEx, in FedEx's sole discretion, upon notice.

#### General Express Pricing Provisions:

These pricing provisions apply to all pricing contained herein and apply to all countries listed in this Express Pricing Attachment.

**Shipment Types.** Shipment types are defined as follows:

**Domestic shipments** Shipments with the same origin and destination country.

**Export shipments** Outbound shipments paid by the origin country, to a non-origin destination.

**Import shipments** Inbound shipments paid by the destination country, from any non-destination origin.

## United States

#### United States Terms and Conditions:

**Payment Terms.** Payment is due within the following number of days from the invoice date unless otherwise provided in a FedEx Credit Term Attachment: 15

#### United States Domestic Express:

The following pricing applies to the individual FedEx accounts associated with the Customer as follows: 488487145 (Country ID)

The following discounts, if any, are expressed as a percentage discount off the applicable base rate and apply to Domestic Express.

Discounts and/or net rates, if any, do not apply to fuel surcharges, duties and taxes, special handling fees, surcharges, ancillary or other charges (the amounts of applicable special handling fees, surcharge, ancillary and other charges shall be, unless otherwise noted herein, the published amounts for such fees/charges in effect on the date of shipment).

For Services receiving a percentage off, discounts are based on the published Domestic Express base rates that can be found at <http://www.fedex.com/us/service-guide/our-services/index.html>. For Services on net rates, if any, the below net rate tables supersede the published base rate.

The following pricing for Domestic Express supersedes all prior Domestic Express pricing for individual FedEx accounts associated with the Customer identified above.

Any Domestic Express service not listed in this Agreement will be charged at the applicable FedEx Service Guide on the date of shipment.

**Pricing Terms.** Unless otherwise noted, the following term table is applicable to all services in United States. In the event that FedEx increases its applicable base rate during the term of the Agreement, Customer's rates shall be adjusted to reflect the base rate increases.

Term	Term Start	Term End	Base Rate
1	Effective Date	Does Not Expire	Service Guide in Effect on Date of Shipment

#### Term 1

##### FedEx Priority Overnight Envelope

Zones =>	All Zones
Envelope	0%

##### FedEx Priority Overnight Pak

Zones =>	All Zones
All Applicable Weights	0%

##### FedEx Priority Overnight

Zones =>	All Zones
All Applicable Weights	0%

##### FedEx Standard Overnight Envelope

Zones =>	All Zones
Envelope	0%

##### FedEx Standard Overnight Pak

Zones =>	All Zones
All Applicable Weights	0%

##### FedEx Standard Overnight

Zones =>	All Zones
All Applicable Weights	0%

##### FedEx 2Day A.M. Envelope

Zones =>	All Zones
Envelope	50%

##### FedEx 2Day A.M. Pak

Zones =>	All Zones
All Applicable Weights	50%

##### FedEx 2Day A.M.

Zones =>	All Zones
All Applicable Weights	50%

##### FedEx 2Day Envelope

##### FedEx Express Saver Envelope

Zones =>	All Zones
All Applicable Weights	0%

##### FedEx 2Day Pak

##### FedEx Express Saver Pak

Zones =>	All Zones
All Applicable Weights	0%

**FedEx 2Day**  
**FedEx Express Saver**

<b>Zones =&gt;</b>	<b>All Zones</b>
All Applicable Weights	0%

**FedEx 1Day Freight**  
**FedEx 2Day Freight**  
**FedEx 3Day Freight**

<b>Zones =&gt;</b>	<b>All Zones</b>
All Applicable Weights	0%

**Earned Discount :**

The following incentives are in addition to any pricing mentioned above if any. Please refer to the Earned Discount Program Details attachment below for the Annualized Transportation Charges calculation information.

Program Number: 1

Annualized Transportation Charges are expressed in USD (\$).

Grace Period: 16 Weeks

During the Grace Period, customer shall receive the Grace discount for the Service(s) below. At the conclusion of the Grace Period, Customer's discounts will be determined based upon Customer's actual shipping activity.

<b>Grace Discount : 62 %</b>		
<b>Service(s)</b>	<b>Annualized Transportation Charges</b>	<b>Earned Discount</b>
	\$0.00 - \$499,999.99	0%
<b>FedEx Priority Overnight Envelope</b>	\$500,000.00 - \$999,999.99	59%
<b>FedEx Priority Overnight Pak</b>	\$1,000,000.00 - \$1,249,999.99	60%
<b>FedEx Priority Overnight</b>	\$1,250,000.00 - \$1,749,999.99	61%
<b>FedEx Standard Overnight Envelope</b>	\$1,750,000.00 - \$4,999,999.99	62%
<b>FedEx Standard Overnight Pak</b>	\$5,000,000.00 - \$5,999,999.99	63%
<b>FedEx Standard Overnight</b>	\$6,000,000.00 +	64%
<b>Grace Discount : 52 %</b>		
<b>Service(s)</b>	<b>Annualized Transportation Charges</b>	<b>Earned Discount</b>
<b>FedEx 2Day Envelope</b>	\$0.00 - \$499,999.99	0%
<b>FedEx 2Day Pak</b>	\$500,000.00 - \$999,999.99	49%
<b>FedEx 2Day</b>	\$1,000,000.00 - \$1,249,999.99	50%
<b>FedEx Express Saver Envelope</b>	\$1,250,000.00 - \$1,749,999.99	51%
<b>FedEx Express Saver Pak</b>	\$1,750,000.00 - \$4,999,999.99	52%
<b>FedEx Express Saver</b>	\$5,000,000.00 - \$5,999,999.99	53%
<b>FedEx 1Day Freight</b>	\$6,000,000.00 +	54%
<b>FedEx 2Day Freight</b>		
<b>FedEx 3Day Freight</b>		

Express Returns: Customer shall receive the Domestic pricing identified herein for FedEx Print Return Label, FedEx Email Return Label, FedEx Express Billable Stamps, and FedEx Express Prepaid Stamps shipments.

**United States FedEx International Export:**

The following pricing applies to the individual FedEx accounts associated with the Customer as follows: 488487145 (Country ID)

The following discounts, if any, are expressed as a percentage discount off the applicable base rate and apply to FedEx International Export.

Discounts and/or net rates, if any, do not apply to fuel surcharges, duties and taxes, special handling fees, surcharges, ancillary or other charges (the amounts of applicable special handling fees, surcharge, ancillary and other charges shall be, unless otherwise noted herein, the published amounts for such fees/charges in effect on the date of shipment).

For Services receiving a percentage off, discounts are based on the published FedEx International Export base rates that can be found at <http://www.fedex.com/us/service-guide/our-services/index.html>. For Services on net rates, if any, the below net rate tables supersede the published base rate.

The following pricing for FedEx International Export supersedes all prior FedEx International Export pricing for individual FedEx accounts associated with the Customer identified above.

Any FedEx International Export service not listed in this Agreement will be charged at the applicable FedEx Service Guide on the date of shipment.

**Pricing Terms.** Unless otherwise noted, the following term table is applicable to all services in United States. In the event that FedEx increases its applicable base rate during the term of the Agreement, Customer's rates shall be adjusted to reflect the base rate increases.

Term	Term Start	Term End	Base Rate
1	Effective Date	Does Not Expire	Service Guide in Effect on Date of Shipment

#### **Term 1**

##### **FedEx International Priority Envelope Export** **FedEx International Priority Pak Export**

Zones =>	All Zones
All Applicable Weights	65%

##### **FedEx International Priority Export**

Zones =>	All Zones
All Applicable Weights	65%

##### **FedEx International Economy Export**

Zones =>	All Zones
All Applicable Weights	65%

##### **FedEx International Priority Freight (ATA) Export** **FedEx International Priority Freight Export**

Zones =>	All Zones
All Applicable Weights	55%

##### **FedEx International Economy Freight (ATA) Export** **FedEx International Economy Freight Export**

Zones =>	All Zones
All Applicable Weights	55%

#### **United States FedEx International US to PR:**

The following pricing applies to the individual FedEx accounts associated with the Customer as follows: 488487145 (Country ID)

The following discounts, if any, are expressed as a percentage discount off the applicable base rate and apply to FedEx International US to PR.

Discounts and/or net rates, if any, do not apply to fuel surcharges, duties and taxes, special handling fees, surcharges, ancillary or other charges (the amounts of applicable special handling fees, surcharge, ancillary and other charges shall be, unless otherwise noted herein, the published amounts for such fees/charges in effect on the date of shipment).

For Services receiving a percentage off, discounts are based on the published FedEx International US to PR base rates that can be found at <http://www.fedex.com/us/service-guide/our-services/index.html>. For Services on net rates, if any, the below net rate tables supersede the published base rate.



The following pricing for FedEx International US to PR supersedes all prior FedEx International US to PR pricing for individual FedEx accounts associated with the Customer identified above.

Any FedEx International US to PR service not listed in this Agreement will be charged at the applicable FedEx Service Guide on the date of shipment.

**Pricing Terms.** Unless otherwise noted, the following term table is applicable to all services in United States. In the event that FedEx increases its applicable base rate during the term of the Agreement, Customer's rates shall be adjusted to reflect the base rate increases.

Term	Term Start	Term End	Base Rate
1	Effective Date	Does Not Expire	Service Guide in Effect on Date of Shipment

#### **Term 1**

#### **FedEx International Priority Envelope US to PR**

Zones =>	All Zones
Envelope	10%

#### **FedEx International Priority Pak US to PR**

Zones =>	All Zones
All Applicable Weights	10%

#### **FedEx International Priority US to PR**

Zones =>	All Zones
All Applicable Weights	10%

#### **FedEx International Priority Freight US to PR**

Zones =>	All Zones
All Applicable Weights	10%

#### **FedEx International Economy US to PR**

Zones =>	All Zones
All Applicable Weights	10%

#### **FedEx International Economy Freight US to PR**

Zones =>	All Zones
All Applicable Weights	10%

#### **United States FedEx International Import:**

The following pricing applies to the individual FedEx accounts associated with the Customer as follows: 488487145 (Country ID)

The following discounts, if any, are expressed as a percentage discount off the applicable base rate and apply to FedEx International Import.

Discounts and/or net rates, if any, do not apply to fuel surcharges, duties and taxes, special handling fees, surcharges, ancillary or other charges (the amounts of applicable special handling fees, surcharge, ancillary and other charges shall be, unless otherwise noted herein, the published amounts for such fees/charges in effect on the date of shipment).

Discounts are based on the published destination-based International Import Express base rates that can be found at <http://www.fedex.com/us/service-guide/our-services/index.html>. For Services on net rates, if any, the below net rate tables supersede the published base rate.

The following pricing for FedEx International Import supersedes all prior FedEx International Import pricing for individual FedEx accounts associated with the Customer identified above.

Any FedEx International Import service not listed in this Agreement will be charged at the applicable FedEx Service Guide on the date of shipment.

**Pricing Terms.** Unless otherwise noted, the following term table is applicable to all services in United States. In the event that FedEx increases its applicable base rate during the term of the Agreement, Customer's rates shall be adjusted to reflect the base rate increases.

Term	Term Start	Term End	Base Rate
1	Effective Date	Does Not Expire	Service Guide in Effect on Date of Shipment

**Term 1**

**FedEx International Priority Envelope Import**  
**FedEx International Priority Pak Import**

<b>Zones =&gt;</b>	<b>All Zones</b>
All Applicable Weights	55%

**FedEx International Priority Import**

<b>Zones =&gt;</b>	<b>All Zones</b>
All Applicable Weights	55%

**FedEx International Economy Import**

<b>Zones =&gt;</b>	<b>All Zones</b>
All Applicable Weights	55%

**FedEx International Priority Freight (ATA) Import**  
**FedEx International Priority Freight Import**

<b>Zones =&gt;</b>	<b>All Zones</b>
All Applicable Weights	55%

**FedEx International Economy Freight (ATA) Import**  
**FedEx International Economy Freight Import**

<b>Zones =&gt;</b>	<b>All Zones</b>
All Applicable Weights	55%

**United States FedEx International PR to US:**

The following pricing applies to the individual FedEx accounts associated with the Customer as follows: 488487145 (Country ID)

The following discounts, if any, are expressed as a percentage discount off the applicable base rate and apply to FedEx International PR to US.

Discounts and/or net rates, if any, do not apply to fuel surcharges, duties and taxes, special handling fees, surcharges, ancillary or other charges (the amounts of applicable special handling fees, surcharge, ancillary and other charges shall be, unless otherwise noted herein, the published amounts for such fees/charges in effect on the date of shipment).

For Services receiving a percentage off, discounts are based on the published FedEx International PR to US base rates that can be found at <http://www.fedex.com/pr/rates/rateinfo.html>. For Services on net rates, if any, the below net rate tables supersede the published base rate.

The following pricing for FedEx International PR to US supersedes all prior FedEx International PR to US pricing for individual FedEx accounts associated with the Customer identified above.

Any FedEx International PR to US service not listed in this Agreement will be charged at the applicable FedEx Service Guide on the date of shipment.

**Pricing Terms.** Unless otherwise noted, the following term table is applicable to all services in United States. In the event that FedEx increases its applicable base rate during the term of the Agreement, Customer's rates shall be adjusted to reflect the base rate increases.

Term	Term Start	Term End	Base Rate
1	Effective Date	Does Not Expire	Service Guide in Effect on Date of Shipment

**Term 1**

**FedEx International Priority Envelope PR to US**

<b>Zones =&gt;</b>	<b>All Zones</b>
Envelope	10%

**FedEx International Priority Pak PR to US**

<b>Zones =&gt;</b>	<b>All Zones</b>
All Applicable Weights	10%

**FedEx International Priority PR to US**

<b>Zones =&gt;</b>	<b>All Zones</b>
All Applicable Weights	10%

**FedEx International Economy PR to US**

<b>Zones =&gt;</b>	<b>All Zones</b>
All Applicable Weights	10%

**FedEx International Priority Freight PR to US**

<b>Zones =&gt;</b>	<b>All Zones</b>
All Applicable Weights	10%

**FedEx International Economy Freight PR to US**

<b>Zones =&gt;</b>	<b>All Zones</b>
All Applicable Weights	10%

**United States FedEx International Third Party:**

The following pricing applies to the individual FedEx accounts associated with the Customer as follows: 488487145 (Country ID)

The following discounts, if any, are expressed as a percentage discount off the applicable base rate and apply to FedEx International Third Party.

Discounts and/or net rates, if any, do not apply to fuel surcharges, duties and taxes, special handling fees, surcharges, ancillary or other charges (the amounts of applicable special handling fees, surcharge, ancillary and other charges shall be, unless otherwise noted herein, the published amounts for such fees/charges in effect on the date of shipment).

Discounts are based on the published Global Third Party base rates that can be found at <http://www.fedex.com/us/global-third-party/index.html>. For Services on net rates, if any, the below net rate tables supersede the published base rate.

The following pricing for FedEx International Third Party supersedes all prior FedEx International Third Party pricing for individual FedEx accounts associated with the Customer identified above.

Any FedEx International Third Party service not listed in this Agreement will be charged at the applicable FedEx Service Guide on the date of shipment.

**Pricing Terms.** Unless otherwise noted, the following term table is applicable to all services in United States. In the event that FedEx increases its applicable base rate during the term of the Agreement, Customer's rates shall be adjusted to reflect the base rate increases.

Term	Term Start	Term End	Base Rate
1	Effective Date	Does Not Expire	Service Guide in Effect on Date of Shipment

#### Term 1

#### International Priority Envelope Third Party International Priority Pak Third Party

<b>Zones =&gt;</b>	<b>All Zones</b>
All Applicable Weights	35%

#### International Priority Third Party

<b>Zones =&gt;</b>	<b>All Zones</b>
All Applicable Weights	35%

#### International Economy Third Party

<b>Zones =&gt;</b>	<b>All Zones</b>
All Applicable Weights	35%

#### International Priority Freight (ATA) Third Party International Priority Freight Third Party

<b>Zones =&gt;</b>	<b>All Zones</b>
All Applicable Weights	35%

#### International Economy Freight (ATA) Third Party International Economy Freight Third Party

<b>Zones =&gt;</b>	<b>All Zones</b>
All Applicable Weights	35%

#### United States Minimums:

Customer agrees to pay the greater of the net charge based on Customer's discounts, if any, for a given Service or the minimum net charge as defined in the FedEx Service Guide, on [fedex.com](http://fedex.com), or the enclosed rate sheet in FedEx Express Minimum Charge Table(s) located in the Express Pricing Attachment Appendix.

In case reductions to the minimum net charge apply, the minimum net charge for each Service will be revised as the applicable base rate for the zone(s) and weight(s) combination(s) less any reduction amount as indicated in the below table(s).

Minimum charges are subject to change with any increase in applicable base rate during the time period of the Agreement.

#### United States Domestic Express:

The following reductions to the minimum charge are expressed in USD(\$).

Service(s)	Minimum Charge	Reduction			
		2-8	9	10-12	13-16
<b>FedEx Priority Overnight Envelope</b>	Zone 2, Envelope	\$10.50	\$10.50	\$10.50	\$10.50
<b>FedEx Priority Overnight Pak</b>	Zone 2, 1.0 lb	\$13.75	\$13.75	\$13.75	\$13.75
<b>FedEx Priority Overnight</b>	Zone 2, 1.0 lb	\$13.75	\$13.75	\$13.75	\$13.75
<b>FedEx Standard Overnight Envelope</b>	Zone 2, Envelope	\$10.25	\$10.25	-	\$10.25
<b>FedEx Standard Overnight Pak</b>	Zone 2, 1.0 lb	\$11.90	\$11.90	-	\$11.90
<b>FedEx Standard Overnight</b>	Zone 2, 1.0 lb	\$11.90	\$11.90	-	\$11.90

Service(s)	Minimum Charge	Reduction			
		2-8	9	10-12	13-16
<b>FedEx 2Day A.M. Envelope</b>	Zone 2, Envelope	\$6.26	\$6.26	-	\$6.26
<b>FedEx 2Day A.M. Pak</b>	Zone 2, 1.0 lb	\$6.30	\$6.30	-	\$6.30
<b>FedEx 2Day A.M.</b>	Zone 2, 1.0 lb	\$6.30	\$6.30	-	\$6.30
<b>FedEx 2Day Envelope</b>	Zone 2, Envelope	\$5.50	\$5.50	\$5.50	\$5.50
<b>FedEx 2Day Pak</b>	Zone 2, 1.0 lb	\$5.45	\$5.45	\$5.45	\$5.45
<b>FedEx 2Day</b>	Zone 2, 1.0 lb	\$5.45	\$5.45	\$5.45	\$5.45
<b>FedEx Express Saver Envelope</b>	Zone 2, Envelope	\$4.80	-	-	-
<b>FedEx Express Saver Pak</b>	Zone 2, 1.0 lb	\$4.80	-	-	-
<b>FedEx Express Saver</b>	Zone 2, 1.0 lb	\$4.80	-	-	-
<b>FedEx 1Day Freight</b>	Per Service Guide	-	-	-	-
<b>FedEx 2Day Freight</b>	Per Service Guide	-	-	-	-
<b>FedEx 3Day Freight</b>	Per Service Guide	-	-	-	-

**United States Pricing Provisions:**

**Money Back Guarantee.** For eligible services, Customer is entitled to request refunds under the FedEx Money-Back Guarantee Policy as specified in the FedEx Service Guide.

## EXPRESS PRICING ATTACHMENT APPENDIX

### FedEx Express Services - Minimum Charge Table(s)

Express services are subject to the following minimum charges unless otherwise stated. Minimum charges are subject to change with any increase in applicable base rates during the time period of the Agreement.

### United States

#### United States FedEx International Export

Effective Date: January 1, 2018

Minimums are expressed in USD(\$).

Service(s)	A	B	C	D	E	F-G	H	I
FedEx International Priority Envelope Export	\$33.15	\$34.20	\$34.20	\$39.60	\$88.40	\$39.60	\$44.15	\$39.60
FedEx International Priority Pak Export	\$40.35	\$41.40	\$41.40	\$50.75	\$101.60	\$50.75	\$59.60	\$50.75
FedEx International Priority Export	\$46.40	\$47.35	\$47.35	\$58.55	\$115.00	\$58.55	\$72.85	\$61.85
FedEx International Economy Export	\$40.00	\$43.70	\$40.95	\$47.00	\$86.30	\$45.25	\$59.25	\$45.85

Service(s)	J-K	L	M	N	O
FedEx International Priority Envelope Export	\$46.40	\$61.85	\$88.40	\$46.40	\$61.85
FedEx International Priority Pak Export	\$55.20	\$61.85	\$101.60	\$55.20	\$61.85
FedEx International Priority Export	\$70.75	\$79.65	\$115.00	\$70.75	\$79.65
FedEx International Economy Export	\$52.75	\$59.55	\$86.30	\$53.05	\$59.40

#### United States FedEx International Import

Effective Date: January 1, 2018

Minimums are expressed in USD(\$).

Service(s)	A	C	D	E	F	G	H	I
FedEx International Priority Envelope Import	\$20.50	\$19.24	\$34.32	\$33.46	\$27.84	\$33.70	\$37.12	\$27.60
FedEx International Priority Pak Import	\$29.48	\$22.56	\$42.56	\$43.50	\$39.90	\$45.60	\$49.00	\$34.26
FedEx International Priority Import	\$33.68	\$23.91	\$55.58	\$59.19	\$46.45	\$59.78	\$61.39	\$37.88
FedEx International Economy Import	\$27.39	\$20.44	\$48.62	\$51.50	\$37.86	\$48.25	\$55.25	\$32.92

Service(s)	J	K	L	M	N	O	P
FedEx International Priority Envelope Import	\$28.38	\$38.34	\$26.62	\$36.78	\$24.48	\$32.46	\$26.16
FedEx International Priority Pak Import	\$36.74	\$47.08	\$34.10	\$44.20	\$31.86	\$38.74	\$31.68
FedEx International Priority Import	\$46.35	\$67.86	\$43.15	\$65.60	\$42.45	\$50.99	\$43.50
FedEx International Economy Import	\$36.34	\$50.88	\$37.49	\$65.60	\$34.86	\$37.56	\$37.24

Agreement Number: 488486946-103

Version Number: 01

**United States FedEx International Third Party**

Effective Date: January 1, 2018

Minimums are expressed in USD(\$).

Service(s)	A	B	C	D	E	F	G	H
International Priority Envelope Third Party	\$13.90	\$20.04	\$21.78	\$21.86	\$26.86	\$25.86	\$24.30	\$25.78
International Priority Pak Third Party	\$19.25	\$27.76	\$30.18	\$30.29	\$37.20	\$35.80	\$33.66	\$35.68
International Priority Third Party	\$21.39	\$30.84	\$33.53	\$33.65	\$41.34	\$39.78	\$37.40	\$39.65
International Economy Third Party	\$20.32	\$29.30	\$31.85	\$31.97	\$39.27	\$37.80	\$35.53	\$37.66

Service(s)	I	J	K	L	M	N	O	P
International Priority Envelope Third Party	\$29.88	\$29.82	\$33.34	\$36.62	\$34.94	\$41.46	\$45.02	\$57.70
International Priority Pak Third Party	\$41.36	\$41.29	\$46.15	\$50.71	\$48.38	\$57.39	\$62.32	\$79.89
International Priority Third Party	\$45.96	\$45.88	\$51.28	\$56.35	\$53.76	\$63.77	\$69.24	\$88.77
International Economy Third Party	\$43.66	\$43.58	\$48.72	\$53.53	\$51.07	\$60.58	\$65.78	\$84.33



## Ground Pricing Attachment

**Customer Name / Location(s)**

**Country ID**

488487145

Subsequent pricing applies to all individual FedEx accounts associated with the Customer as identified above, unless otherwise noted.

### GENERAL GROUND

#### General Ground Terms and Conditions:

These terms and conditions apply to all pricing contained herein and apply to all countries listed in this FedEx Ground Pricing Attachment.

**Valid Account.** A valid account number must be established for incentives to apply.

**Zone Definitions.** To determine your zone, please refer to the FedEx Service Guide, or access our website at [fedex.com](http://fedex.com).

**Commitments.** Customer agrees that any failure to so achieve the below commitments within 90 days of the Effective Date or maintain them thereafter may result in a pricing change, in FedEx's sole discretion; in such event, FedEx may apply modified pricing to Customer shipments upon 30 days notice. Customer also agrees that any failure to so achieve or maintain the below commitments may result in the immediate termination of this Agreement by FedEx, in FedEx's sole discretion, upon notice.

#### General Ground Pricing Provisions:

These pricing provisions apply to all pricing contained herein and apply to all countries listed in this Ground Pricing Attachment.

**Shipment Types.** Shipment types are defined as follows:

**Domestic shipments** Shipments with the same origin and destination country.

**Export shipments** Outbound shipments paid by the origin country, to a non-origin destination.

**Import shipments** Inbound shipments paid by the destination country, from any non-destination origin.

**Payer Types.** The following payer type abbreviations are defined as follows:

**OB** Outbound prepaid packages picked up at Customer's facility

**IB** Packages received by and billed to Customer (placard enrollment required)

**3P** Packages shipped for the Customer by a third party

**RB** Packages received by and billed to Customer

**PRP** Package Return Packages received at the Customer facility

**RM** Return Manager packages received at the Customer's facility

**TB** Trans-Border packages tendered at designated hub(s) and terminal(s) within the destination country

**ZJ** Zone jump packages dropped into designated hub(s) and terminal(s)

## United States

### United States Terms and Conditions:

**Payment Terms.** Payment is due within the following number of days from the invoice date unless otherwise provided in a FedEx Credit Term Attachment: 15

### United States Ground Domestic Single Piece:

The following pricing applies to the individual FedEx accounts associated with the Customer as follows: 488487145 (Country ID)

The following discounts, if any, are expressed as a percentage discount off the applicable base rate and apply to Ground Domestic Single Piece.



Discounts and/or net rates, if any, do not apply to fuel surcharges, duties and taxes, special handling fees, surcharges, ancillary or other charges (the amounts of applicable special handling fees, surcharge, ancillary and other charges shall be, unless otherwise noted herein, the published amounts for such fees/charges in effect on the date of shipment).

For Services receiving a percentage off, discounts are based on the published Ground Domestic Single Piece base rates that can be found at <http://www.fedex.com/us/service-guide/our-services/index.html>. For Services on net rates, if any, the below net rate tables supersede the published base rate.

The following pricing for Ground Domestic Single Piece supersedes all prior Ground Domestic Single Piece pricing for individual FedEx accounts associated with the Customer identified above.

Any Ground Domestic Single Piece service not listed in this Agreement will be charged at the applicable FedEx Service Guide on the date of shipment.

**Pricing Terms.** Unless otherwise noted, the following term table is applicable to all services in United States. In the event that FedEx increases its applicable base rate during the term of the Agreement, Customer's rates shall be adjusted to reflect the base rate increases.

Term	Term Start	Term End	Base Rate	Rate Cap
1	12/13/2018	01/06/2019	Service Guide in Effect on Date of Shipment	-
2	01/07/2019	01/05/2020	Service Guide in Effect on Date of Shipment	-
3	01/06/2020	02/06/2022	Service Guide in Effect on Date of Shipment	3.8%
4	02/07/2022	Does Not Expire	Service Guide in Effect on Date of Shipment†	-

**Rate Cap.** In the event that FedEx increases its published list rates during the time period specified, Customer's rates shall be adjusted by the lesser of the rate cap percentage or the published effective rate increase. At such time FedEx will adjust the Customer's discounts to reflect the applicable rate increase. Customer's effective rate increase may be greater than or less than the rate cap, based upon Customer's actual shipping patterns. Customer's adjusted discounts, if applicable, shall become Customer's revised discounts and shall apply to Customer thereafter.

Notwithstanding the foregoing, the above-referenced cap is exclusive of any increases in surcharges, and is also exclusive of any increase in list rates via an adjustment or reduction to the fuel surcharge index (for example, if Customer's rate cap is 4%, and FedEx increases list rates by an effective increase of 5%, where 2% of the increase is part of a 2% decrease in the fuel surcharge index, Customer shall take the full 5% increase, with the net effect being a 3% increase).

† Customer's pricing, including all discounts, minimums or associated provisions, if any, in this agreement or any other no longer apply.

## Term 1

### Ground Domestic Single Piece (OB,IB,RB,3P) Home Delivery Domestic Single Piece (OB,3P)

Zones =>	2-8
1.0 - 5.0 lb(s)	25.5%
6.0 - 10.0 lb(s)	28.5%
11.0 - 20.0 lb(s)	33.5%
21.0 - 30.0 lb(s)	35.5%
31.0 + lb(s)	38.5%

### Ground Domestic Single Piece (OB,IB,RB,3P)

Zones =>	9	17
All Applicable Weights	10%	10%

## Earned Discount :

The following incentives are in addition to any pricing mentioned above if any. Please refer to the Earned Discount Program Details attachment below for the Annualized Transportation Charges calculation information.

**Agreement Number: 488486946-103**

**Version Number: 01**

Program Number: 1

Annualized Transportation Charges are expressed in USD (\$).

Grace Period: 16 Weeks

During the Grace Period, customer shall receive the Grace discount for the Service(s) below. At the conclusion of the Grace Period, Customer's discounts will be determined based upon Customer's actual shipping activity.

Grace Discount : 22.5 %		
Service(s)	Annualized Transportation Charges	Earned Discount
Ground Domestic Single Piece(OB,IB,RB,3P) Home Delivery Domestic Single Piece(OB,3P)	\$0.00 - \$499,999.99	0%
	\$500,000.00 - \$999,999.99	21%
	\$1,000,000.00 - \$1,249,999.99	21.5%
	\$1,250,000.00 - \$1,749,999.99	22%
	\$1,750,000.00 - \$4,999,999.99	22.5%
	\$5,000,000.00 - \$5,999,999.99	23%
	\$6,000,000.00 +	23.5%

Except for SmartPost, Earned Discounts do not apply to the following Ground zones: 9, 14, 17, 22, 23, 25, 92, 96.

**Ground Domestic Single Piece Commitments:**

Ground Domestic Single Piece pricing is based on the following commitments:

- Minimum Average Daily Volume : 703

**United States Ground Domestic MWT:**

The following pricing applies to the individual FedEx accounts associated with the Customer as follows: 488487145 (Country ID)

The following discounts, if any, are expressed as a percentage discount off the applicable base rate and apply to Ground Domestic MWT.

Discounts and/or net rates, if any, do not apply to fuel surcharges, duties and taxes, special handling fees, surcharges, ancillary or other charges (the amounts of applicable special handling fees, surcharge, ancillary and other charges shall be, unless otherwise noted herein, the published amounts for such fees/charges in effect on the date of shipment).

For Services receiving a percentage off, discounts are based on the published Ground Domestic MWT base rates that can be found at <http://www.fedex.com/us/ground-multiweight.html>. For Services on net rates, if any, the below net rate tables supersede the published base rate.

The following pricing for Ground Domestic MWT supersedes all prior Ground Domestic MWT pricing for individual FedEx accounts associated with the Customer identified above.

Any Ground Domestic MWT service not listed in this Agreement will be charged at the applicable FedEx Service Guide on the date of shipment.

**Pricing Terms.** Unless otherwise noted, the following term table is applicable to all services in United States. In the event that FedEx increases its applicable base rate during the term of the Agreement, Customer's rates shall be adjusted to reflect the base rate increases.

Term	Term Start	Term End	Base Rate
1	Effective Date	Does Not Expire	Multiweight Rates in Effect on Date of Shipment

**Term 1**

**Ground Domestic MWT (OB, IB, RB, 3P)**

Rated Shipment Weight	Multiweight Tier	2-8
200.0 - 499.0 lb(s)	3	0%
500.0 + lb(s)	503	0%

Zones =>	2-8
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**Agreement Number: 488486946-103**

**Version Number: 01**

<b>Minimum Average Package Weight</b>	20.0 lb(s)
<b>Minimum Shipment Weight</b>	200.0 lb(s)

Please see <http://www.fedex.com/us/ground-multiweight.html> for information on applicable minimum charges.

Any aggregation of packages weighing between the deficit weight and the minimum shipment weight will be rated at the minimum shipment weight.

Deficit Weight : 150.0 lb(s)

**United States Ground Export Single Piece:**

The following pricing applies to the individual FedEx accounts associated with the Customer as follows: 488487145 (Country ID)

The following discounts, if any, are expressed as a percentage discount off the applicable base rate and apply to Ground Export Single Piece.

Discounts and/or net rates, if any, do not apply to fuel surcharges, duties and taxes, special handling fees, surcharges, ancillary or other charges (the amounts of applicable special handling fees, surcharge, ancillary and other charges shall be, unless otherwise noted herein, the published amounts for such fees/charges in effect on the date of shipment).

For Services receiving a percentage off, discounts are based on the published Ground Export Single Piece base rates that can be found at <http://www.fedex.com/us/service-guide/our-services/index.html>. For Services on net rates, if any, the below net rate tables supersede the published base rate.

The following pricing for Ground Export Single Piece supersedes all prior Ground Export Single Piece pricing for individual FedEx accounts associated with the Customer identified above.

Any Ground Export Single Piece service not listed in this Agreement will be charged at the applicable FedEx Service Guide on the date of shipment.

**Pricing Terms.** Unless otherwise noted, the following term table is applicable to all services in United States. In the event that FedEx increases its applicable base rate during the term of the Agreement, Customer's rates shall be adjusted to reflect the base rate increases.

<b>Term</b>	<b>Term Start</b>	<b>Term End</b>	<b>Base Rate</b>
1	Effective Date	Does Not Expire	Service Guide in Effect on Date of Shipment

**Term 1**

**Ground Export Single Piece (OB)  
Ground International Single Piece (3P)**

<b>Zones =&gt;</b>	<b>51</b>	<b>54</b>
All Applicable Weights	10%	10%

**United States Minimums:**

Customer agrees to pay the greater of the net charge based on Customer's discounts, if any, for a given Service or the minimum net charge as defined in the FedEx Service Guide or on [fedex.com](http://fedex.com).

In case reductions to the minimum net charge apply, the minimum net charge for each Service will be revised as the applicable base rate for the zone(s) and weight(s) combination(s) less any reduction amount as indicated in the below table(s).

Minimum charges are subject to change with any increase in applicable base rate during the time period of the Agreement.

**United States Ground Domestic Single Piece:**

The following minimum reductions are off the published list rates for the billable weight stated and are in USD(\$)

Service(s)	Payer Type(s)	Applicable Zones	Minimum Charge	Reduction Amount
Ground Domestic Single Piece	OB,3P,IB,RB	2-8	Zone 2, 1.0 LB	\$1.29
		9	Zone 9, 1.0 LB	\$0.00
		17	Zone 17, 1.0 LB	\$0.00
Home Delivery Domestic Single Piece	OB,3P	2-8	Zone 2, 1.0 LB	\$1.29

#### United States Ground Export Single Piece:

The following minimum reductions are off the published list rates for the billable weight stated and are in USD(\$)

Service(s)	Payer Type(s)	Applicable Zones	Minimum Charge
Ground Export Single Piece	OB	51	Zone 51, 1.0 LB
		54	Zone 51, 1.0 LB
Ground International Single Piece	3P	51	Zone 51, 1.0 LB
		54	Zone 51, 1.0 LB

#### United States Fees and Surcharges Modifications ("Surcharge Modifications")

The following Surcharge Modifications apply to the individual FedEx accounts linked to the Customer Level ID as follows: 488487145 (Country ID)

Any Surcharge Modifications listed are based on the published fees and other charges that can be found at fedex.com.

If any Surcharge Modifications are listed in this section the specified Surcharge Modifications shall be applicable to the individual accounts linked to the Customer Level ID identified in this section, regardless of any Surcharge Modifications in separate Agreements, Attachments, Addenda, or Amendments.

All ancillary service fees, surcharges, special handling fees, average minimum weights for shipment weight rating or other charges, or dimensional weighting not identified in this Agreement, its Attachments, Addenda or Amendments will be assessed as per the published list amounts for such fees/charges in the FedEx Service Guide in effect on the date of shipment.

Term	Term Start	Term End	Base Rate
1	12/13/2018	12/12/2020	Service Guide in Effect on Date of Shipment
2	12/13/2020	02/06/2022	Service Guide in Effect on Date of Shipment
3	02/07/2022	Does Not Expire	As Defined Below

#### Term 1

Name of Surcharge	Application	Modifications
Additional Handling Surcharge - Dimension	Ground US	- 65%
Email Return Label	Ground US	- 100%
Charge for Oversized Packages	Ground US	- 60%
Additional Handling Surcharge - Packaging	Ground US	- 35%
Additional Handling Surcharge - Dimension	Home Delivery US	- 65%

Name of Surcharge	Application	Modifications
Email Return Label	Home Delivery US	- 100%
Charge for Oversized Packages	Home Delivery US	- 60%
Residential Charge	Home Delivery US	- 65%
Additional Handling Surcharge - Packaging	Home Delivery US	- 35%
Print Return Label	Ground US	- 100%
Third Party Billing	Ground US	- 100%
Ground US Continental Delivery Area Surcharge Standard and Extended - Commercial	Ground US	- 50%
Print Return Label	Home Delivery US	- 100%
Third Party Billing	Home Delivery US	- 100%
Home Delivery Delivery Area Surcharge - Residential	Home Delivery US	- 50%
Home Delivery Delivery Area Surcharge Extended - Residential	Home Delivery US	- 50%
DIM >= Breakpoint	Ground US	275
DIM < Breakpoint	Ground US	275
DIM >= Breakpoint	Home Delivery US	275
DIM < Breakpoint	Home Delivery US	275

**Term 2**

Name of Surcharge	Application	Modifications
Additional Handling Surcharge - Dimension	Ground US	- 65%
Email Return Label	Ground US	- 100%

<b>Name of Surcharge</b>	<b>Application</b>	<b>Modifications</b>
Charge for Oversized Packages	Ground US	- 60%
Additional Handling Surcharge - Packaging	Ground US	- 35%
Additional Handling Surcharge - Dimension	Home Delivery US	- 65%
Email Return Label	Home Delivery US	- 100%
Charge for Oversized Packages	Home Delivery US	- 60%
Residential Charge	Home Delivery US	- 65%
Additional Handling Surcharge - Packaging	Home Delivery US	- 35%
Print Return Label	Ground US	- 100%
Third Party Billing	Ground US	- 100%
Ground US Continental Delivery Area Surcharge Standard and Extended - Commercial	Ground US	- 50%
Print Return Label	Home Delivery US	- 100%
Third Party Billing	Home Delivery US	- 100%
Home Delivery Delivery Area Surcharge - Residential	Home Delivery US	- 50%
Home Delivery Delivery Area Surcharge Extended - Residential	Home Delivery US	- 50%
DIM >= Breakpoint	Ground US	250
DIM < Breakpoint	Ground US	250
DIM >= Breakpoint	Home Delivery US	250
DIM < Breakpoint	Home Delivery US	250

### **Term 3**

Effective from the start date of Term 3, all Surcharge Modifications in the table(s) above will be assessed as per the published list amounts for such fees/charges in the FedEx Service Guide in effect on the date of shipment.

**United States Pricing Provisions:**

**Money Back Guarantee.** For eligible services, Customer is entitled to request refunds under the FedEx Money-Back Guarantee Policy as specified in the FedEx Service Guide.

**Ground Domestic MWT Pricing Provisions:**

**Multiweight.** Please see the Ground Multiweight Program Details in the Ground Pricing Attachment appendix for additional information.

## GROUND PRICING ATTACHMENT APPENDIX

### Ground Multiweight Program Details

**Multiweight.** The base rates as published in the FedEx Service Guide in effect on the date of shipment, and as modified by any other addenda for ground services between FedEx and Customer, will be superseded by the Customer's Multiweight rates, as defined in the table(s) above, provided that the Customer's Multiweight rates result in lower package charges to the Customer. Multiweight rates do not apply to special handling fees, surcharges, ancillary or other charges unless expressly stated otherwise.

FedEx reserves the right to change the Multiweight Service Rate Charge at any time.

Multiweight service is applicable for aggregations of package shipments that are greater than or equal to the minimum shipment weight shown in the table(s) above. In determining total shipment weight and average package weight, each package in the aggregation of packages is weighed and its individual weight is then rounded up to the next full pound. All oversized and dimensional package weight rules apply. For outbound prepaid packages, an aggregation is defined as packages shipped to a single customer at the same address on the same day under one Customer account number and from a single pick-up location. For international shipments, an aggregation is defined as packages shipped under the same shipment number shipped to a single Consignee facility on the same day under one Customer account number. For inbound collect packages, an aggregation is defined as packages shipped under one Customer account number on the same day to the Consignee facility under the same Consignee number.

The Multiweight charge shall be determined by multiplying the current rate per hundred pounds for the zone applicable to the shipment by the number of Multiweight units. Multiweight units are determined by taking the greater of total rated shipment weight or the minimum average package weight shown in the table(s) above times the number of packages in the aggregation and dividing by 100.





## Earned Discount Program Details

The following are the details of the Earned Discount Program.

Customer will receive the earned discount at the percentages specified in each pricing attachment based upon Customer's actual shipping activity as measured by the Annualized Transportation Charges. Earned discounts apply to the base rate specified for each applicable service in effect on the date of shipment. Earned discounts do not apply to ancillary service fees, surcharges, special handling fees or other charges and are applicable for the time period(s) specified in the applicable pricing attachments.

### Eligible Shipments:

In order for a shipment to count toward Customer's earned discount threshold or to receive an applicable earned discount, shipments must be billed to a FedEx account number that is eligible for earned discounts. Customer shall not be entitled to invoice adjustments for earned discounts for use of ineligible account numbers.

### **PROGRAM NUMBER 1**

### Grace Period:

Beginning with the Effective Date of this Agreement, Customer shall receive the grace discounts for the time period specified as the Grace Period in the applicable pricing attachments.

At the conclusion of the Grace Period, Customer's discounts will be determined based upon Customer's actual shipping activity as indicated in the applicable pricing attachments.

### Annualized Transportation Charges

Annualized Transportation Charges are before discounts are applied, after rate scale and FAK adjustments, and do not include ancillary service fees, surcharges, special handling fees or other charges, duties and taxes, or sales tax/VAT.

### Frequency used in the Earned Discount Calculation:

Customer's Earned Discount calculation will occur: **Weekly**

Number of Periods used in the calculation: **52 Weeks**

### When to Recognize Charges and How to Annualize Transportation Charges:

Customer's Annualized Transportation Charges will be calculated weekly to determine Customer's discount from the Earned Discount table for the following week. The last week of the Grace Period shall be the first week used for the calculation of the Annualized Transportation Charges. Prior to 52 full weeks, Customer's Transportation Charges will be divided by the corresponding number of weeks and then annualized. After 52 weeks, the Transportation Charges for the most recent 52 weeks are used.

### Operating Companies included in the Earned Discount Calculation:

**FedEx Express**

**FedEx Ground**

**FedEx LTL Freight**

### Accounts included in Aggregation:

Annualized Transportation Charges will be aggregated for individual FedEx accounts associated with the Customer identified as follows: 488487145