

e-Agreement Table of Content:

- Payment Terms & Conditions
- ACH Agreement
- Broker Carrier AGREEMENT

This Terms of Service Agreement (the “Agreement”) describes the terms by which URelay, Inc., doing business as “Riggoh,” (“Riggoh”) offers to you, as a Carrier, access to its website www.Riggoh.com (the “Site”) and the associated mobile software application platform owned and operated by Riggoh (“Mobile App”). Riggoh provides an online and mobile platform (the “Service”) to connect Shippers with Carriers for the transportation of cargo whereby Shippers can submit a request for the transportation of cargo (“Shipment”). Carriers can accept such requests, and both Shippers and Carriers can track such requests. The Service includes access to all applications, content and downloads offered by Riggoh, including the Site, Mobile App, and associated user content. Riggoh does not assess the suitability, legality, regulatory compliance, quality or ability of any Shipper or shipped items scheduled through the use of the Service, and Riggoh makes no warranty regarding the same. This Agreement sets forth the terms for use of the Service by Carriers. By signing up and registering with Riggoh or by accessing or using the Service, you are accepting this Agreement, on behalf of yourself or the company, entity or organization that you represent, and you represent and warrant that you have the right, authority, and capacity to enter into this Agreement, on behalf of yourself or the company, entity or organization that you represent. You may not access or use the Service or accept this Agreement if you are not at least 18 years old. Please read this Agreement carefully before using the Service. If you do not agree to any of these terms, then please do not use or apply to use the Service. Please note that in order to utilize any or some of the Service you are required to obtain from Company access information (including user name, password, or otherwise, as applicable), which may be subject to applicable fees and charges to be paid to Company. Also, certain features of the Service might be available for a fee and may be governed by additional terms and conditions. Please refer to our Privacy Policy for information about how we collect, use and disclose information about users of the Service.

Payment Terms & Conditions

By CARRIER selecting the advance and/or payment options via the carrier onboarding portal, MyCarrierPackets, or anywhere else, CARRIER agrees to the following:

Fuel Advance Fees:

40% fuel advance on dry shipments – 3% service fee

50% fuel advance on reefer shipments – 3% service fee

Payment Options:

24 hour quickpay (Comcheck) – 3% service fee

48 hour quickpay (ACH) – 3% service fee

Net 30 (check or ACH) – no fee

ACH Agreement

United States and Canadian Bank Only.

By Executing this agreement, CARRIER is authorizing BROKER and the financial institution provided during the online carrier portal, MyCarrierPackets, to automatically debit/credit CARRIER's account. This authority will remain in effect until written notice is provided by CARRIER to cancel it. Any duplicate, over payment or erroneous payments will be debited from the account immediately.

Broker Carrier Agreement

1. YOU HEREBY ACKNOWLEDGE THAT RIGGOH IS NOT A CARRIER AND THEREFORE IS NOT SUBJECT TO THE REGULATORY OR LEGAL REQUIREMENTS OR LIABILITIES OF A MOTOR CARRIER. RIGGOH HAS NO RESPONSIBILITY OR LIABILITY FOR ANY TRANSPORTATION OR MOTOR CARRIER SERVICES PROVIDED TO ANY SHIPPER OR ANY OTHER PARTY USING THE SERVICES.

DEFINED TERMS

1. "Motor Carrier" or "Carrier"

Carrier means a motor carrier as defined by 49 USC §13102(14) with authority issued by the federal and applicable state governments to haul cargo for hire. As a Carrier who accesses or uses the Service, you are an independent contractor and no agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created by this Agreement or will be created from the use of the Site, Mobile App or the Service. In any event, Company Riggoh shall bear no responsibility or liability in connection with the hauling of cargo or services provided by the Carrier, and the Carrier shall remain solely responsible for its, and its personnel, actions and omissions. For avoidance of doubt. You are solely responsible for your own actions, omissions, training, oversight, compliance with regulatory and safety requirements, and all management of your equipment, services, drivers, employees, contractors, agents and servants. You maintain sole control over the methods and results by which you perform cargo transportation services, and retain the sole duty to provide, maintain, manage and control the equipment, personnel, and expertise required to transport Shippers' cargo. Riggoh is not an agent of you or any Carrier, and no Carrier is an agent of Riggoh. RIGGOH IS NOT A MOTOR CARRIER. NO INTERPRETATION OF WRITTEN OR ORAL REMARKS IN ANY AGREEMENT OR DOCUMENT SHALL BE CONSTRUED TO IMPLY RIGGOH IS A MOTOR CARRIER, OR THAT RIGGOH IS SUBJECT TO THE REGULATORY OR LEGAL REQUIREMENTS OR LIABILITIES OF A MOTOR CARRIER.

2. "Broker"

Riggoh is a federally licensed freight broker as defined by 49 USC §13102(2) under authority granted by the Federal Motor Carrier Safety Administration ("FMCSA") of the U.S. Department of Transportation. Riggoh's sole obligation is to arrange transportation of cargo by a Carrier that is appropriate and authorized to operate by all applicable governmental agencies. As a freight broker,

Riggoh does not take possession, custody or control of any cargo. Riggoh does not assume any liability, possessory rights or obligations, and assumes no financial responsibility whatsoever, for cargo, including loss, theft, damage or delayed delivery thereof.

3. “Shipper”

A Shipper is defined by 49 USC §13102(13), and warrants under Riggoh’s Terms & Conditions applicable to Shippers that it owns, possesses, or otherwise controls the rights to transport cargo by way of the Service.

4. “User”

A User is any individual or company who accesses or uses the Service. This individual may be a Carrier or a Shipper.

5. “User Content”

User Content means any and all information, data, textual, audio, and/or visual content, commentary and feedback related to the Service, ratings, reviews and other content that a User submits to, or uses with, the Service. User Content includes the information provided in a Shipment request or acceptance.

6. “Independent Contractor”

This Agreement does not make you an agent, legal representative, joint venture, or partner of Riggoh for any purpose. You understand and agree that you will act as an independent contractor and are in no way authorized to make any contract, warranty or representation on behalf of Riggoh, or to create any obligation express or implied on behalf of Riggoh. It is expressly agreed and understood that you shall not be considered under this Agreement as having any employment status with Riggoh, or as being entitled distributions, or benefits extended by Riggoh to its employees.

2. Description of Services

Riggoh provides a Services so that Shippers may submit Shipments through the Service. Shippers will provide the following information as part of requesting Shipments:

1. The origin and destination addresses for the Shipment;
2. The requested dates for pickup and drop-off of the Shipment;
3. A description of the cargo being transported as part of the Shipment (including weight);
4. The specific equipment requirements; and
5. Any other information necessary for the safe and proper transportation of the cargo. Once Riggoh accepts a Shipment for posting, the Shipment’s details will be posted to the Service, however, Riggoh is not responsible for any Shipment such details’ completeness or accuracy or the terms entered into between you and any Shipper. Riggoh may accept or reject any proposed Shipment, in its sole discretion, and without the need to provide any written notification or reasoning. The Shipper may cancel a Shipment at any time prior to a Carrier accepting it. You may view a list of Shipments available to you at any time and accept a Shipment through the Service. Once you accept a Shipment, you will be assigned to perform transportation services related to the Shipment.

Riggoh will notify the Shipper that the Shipment has been accepted. It also will notify you that the Shipment has been assigned to you; PROVIDED, however, that Riggoh does not guarantee that your attempt to accept any Shipment will be successful or that you manage to secure any Shipment at all. Riggoh assigns Shipments to the first Carrier which accepts the Shipper's posting. If the original Carrier assignment fails for whatever reason, the Shipper's Shipment will be re-posted to the Service for availability by all interested Carriers. Within a reasonable time after accepting tender of cargo for transport, you shall upload to the Service your bill of lading for the shipment. You shall not name Riggoh as either a shipper or consignee on any bill of lading. Riggoh is not responsible for any Shipment terms entered into between you and a Shipper.

Unless otherwise agreed, freight charges stated and agreed to by your acceptance of transports hereunder include any and all accessorial charges, such as inside delivery, wait time, fuel surcharges and storage charges. You will provide Riggoh advance notice of any and all unspecified ancillary services or costs for which you might like to charge Riggoh and Shippers, such as equipment needed for blocking or securing cargo, "truck ordered not used" fees, extra stop charges, or driver assist charges or lump sum charges. Absent express prior agreement, Riggoh does not guarantee that invoices for accessorial and/or ancillary services will be paid.

Once a Shipment is completed, you shall post to the Service a proof of delivery signed by the authorized recipient.

Riggoh may, as a convenience and value added service, provide you through the Service with access to GPS services, Google Maps or similar service to suggest routing. However, any such routing information is for your convenience only. It is not instructional or mandatory and Riggoh shall bear no responsibility for any delay, damage or costs caused to you or any third party from use thereof.

3. YOUR RESPONSIBILITIES

1. Documents due at registration

Upon registering with the Service, you shall provide Riggoh: (i) a copy of your FMCSA Operating Authority; (ii) a completed W-9 form; and (iii) proof of insurance as described in Section 3.2 below.

2. Insurance

You shall procure and maintain, at your sole cost and expense, with reputable and financially responsible insurance underwriters maintaining a rating of B+ or higher, acceptable to Riggoh, the following insurance coverages:

1. Automobile Liability insurance to include any automobile, or all owned, non-owned and hired automobiles, covering bodily injury (including injury resulting in death) and loss of or damage to property in an amount not less than \$1,000,000 per incident for tractor-trailers, \$750,000 per incident for straight trucks and \$500,000 per incident for cargo vans.
2. Motor Truck Cargo Liability insurance in an amount not less than \$100,000 per incident for drayage and tractor-trailers, \$50,000 per incident for straight trucks, and \$25,000 per incident for

cargo vans, and shall not contain any exclusions for employee theft or dishonesty evidenced by clear language on a certificate of insurance, or else separate insurance covering the risks of theft and dishonesty by employees and non-employee drivers shall be procured and evidenced to Riggoh.

3. Any other insurance that may be required by any applicable federal, state or local laws, rules, regulations or ordinances.
4. You shall provide to Riggoh, on request, copies of all policies and endorsements. You will ensure Assure Assist is provided notice of cancellation or modification of any insurance required under this agreement at least 30 days in advance of any cancellation or modification of the required insurance.
5. CARRIER agrees to cause, authorize, instruct, and ensure their insurance company or agent to provide certificate(s) of insurance to Assure Assist Inc listing Assure Assist, 543 Country Club Dr. Unit B338, Simi Valley, CA 93065 as the certificate holder. Certificates of Insurance are to be sent by the insurance company or insurance agent to COI@assureassist.com or to fax number (818) 401-0585 or by any means instructed by Assure Assist.

4. Subcontractors/Co-Brokers

You shall not re-broker, co-broker, subcontract, assign, or cause or permit any other person or entity to perform any of your obligations hereunder, or cause or permit any Shipment tendered hereunder to be transported by any other third-party carrier, or any other substitute mode of transportation, without the express written consent of Riggoh and the Shipper.

5. DOT Safety Rating

You warrant that your current safety rating issued by FMCSA is not less than "Satisfactory." In the event you are issued a safety rating of less than "Satisfactory" at any time during the term of this Agreement, you shall notify Riggoh immediately in the manner prescribed in the Notices provision contained hereinbelow. Riggoh shall have the right to terminate this Agreement immediately upon any such issuance of a safety rating less than "Satisfactory."

6. Compliance With Laws

You represent and warrant that you are licensed by FMCSA as a for-hire motor carrier of property in interstate commerce pursuant to 49 USC §13902. With respect to the transportation services provided under this Agreement, you shall comply with all federal, state and local laws, rules, regulations and ordinances. You shall defend, indemnify and hold Riggoh and Shippers harmless from and against any and all fines, penalties, judgments, liabilities, expenses and costs of any nature resulting from your failure to comply with all such laws, rules, regulations and ordinances. You represent and warrant that you are in compliance, and shall maintain compliance during the term of this Agreement, with all applicable federal, state and local laws relating to the provision of services including, but not limited to: transportation of Hazardous Materials (including the licensing and training of Haz-Mat qualified drivers), as defined in 49 C.F.R. §172.800, §173, and §397 et seq. to the extent that any shipments hereunder constitute Hazardous Materials; security regulations; owner/operator lease regulations; loading and securement of freight

regulations; implementation and maintenance of driver safety regulations including, but not limited to, hiring, controlled substances and alcohol testing, and hours of service regulations; sanitation, temperature, and contamination requirements for transporting food, perishable, and other products, including without limitation the Food Safety Modernization Act (FSMA), the Sanitary Food Transportation Act of 2005 and the FDA's Final Rule pertaining to Sanitary Transportation of Human and Animal Food, qualification and licensing and training of drivers; implementation and maintenance of equipment safety regulations; maintenance and control of the means and method of transportation including, but not limited to, performance of drivers; all applicable insurance laws and regulations including, but not limited to, workers' compensation.

7. Equipment

You warrant that you shall perform all transportation services pursuant to this Agreement with equipment that is in good condition and make any required repair in order to meet with all applicable federal and state laws, rules and regulations, and to enable you to perform the applicable Shipment. You will not supply equipment that has been used to transport hazardous wastes, solid or liquid, regardless of whether they meet the definition in 40 C.F.R. §261.1 et. seq. You will furnish equipment for transporting cargo which is sanitary, and free of any contamination, suitable for the particular commodity being transported and which will not cause in whole or in part adulteration of the commodity as defined in 21 U.S.C § 342. Shippers are advised that they are responsible to the extent allowed by law to review and accept or decline a Carrier's trailer for cleanliness, odor, leaks, dirt or other conditions that may be unacceptable to the Shipper. However, these terms do not alter a Carrier's responsibility regarding equipment, stowage and other safety matters that operate as a matter of law. You acknowledge that Riggoh will never be in possession of any cargo being transported in connection with use of the Service, and that Riggoh will not be responsible or have any role in the securement of cargo for transportation.

8. Non-Solicitation

During the term of this Agreement, and for a period of one (1) year from its termination, you shall neither initiate nor accept any direct or indirect business relationship with any Shipper to which you are first introduced by the Service, or in connection with use of the Service. You understand that any such Shipper must elicit and procure transportation services exclusively through the Service unless otherwise agreed by the parties in writing. Your obligation in this regard extends to instances where a Shipper contacts you and seeks to establish a business relationship that does not include Riggoh. This provision shall continue in force beyond termination of this Agreement for one (1) year subsequent to termination. If you book or otherwise makes available any direct or indirect business relationship with any Shipper that was first introduced to you by Riggoh in violation of this Agreement, you shall be jointly and severally liable with the Shipper to Riggoh for each such violation in an amount equal to twenty percent (20%) of all revenues paid by the Shipper to you.

9. Carrier Liability for Cargo Loss or Damage

By Riggoh's Terms & Conditions applicable to Shippers, Shippers which use the Service are advised for informational purposes that a Carrier's liability for lost, destroyed damaged or delayed cargo in interstate

and international transit generally is defined by 14 USC §14706 (referred to as “the Carmack Amendment”) and by comparable state and common law for intrastate transit. Shippers are further advised that a Carrier may impose time limits for filing of loss and damage claims, as well as for filing any action at law for cargo loss or damage as provided by 49 USC §14706. Riggoh may assist Shippers with claims against Carriers for lost, damaged, delayed or destroyed cargo. While Riggoh may facilitate processing of cargo claims, but notwithstanding Riggoh’s participation in or assistance with any cargo claim, Riggoh is not liable for any cargo loss which was not proximately caused by Riggoh’s own wrongdoing. You agree to defend, indemnify, and hold Riggoh and its customers harmless from any and all claims, loss, damage, expenses, or liability, including reasonable attorneys’ fees, arising out of your performance of services, or any violation of applicable law or terms of this Agreement. Any attempt to limit your liability or amend this Agreement by provisions contained in any bill of lading, delivery receipt or tariff shall be deemed null and void.

10. California Air Resource Board Regulations

If you will transport cargo to, from or through California, you warrant that that you are compliant with any and all applicable California Air Resource Board regulations and requirements. You shall notify Riggoh through the Service within three (3) days of any change in your compliance status.

11. Shipping Documents

You shall not insert “Riggoh” or “URelay, Inc.” on any receipt, bill of lading, manifest, or other shipping document in the event you do so, such insertion be null and void. The provisions set forth in any shipping document used by a Shipper or you shall not supersede, alter, or modify any term of this Agreement or add any liability or responsibility to Riggoh. You understand and agree that Riggoh, from time to time, enters into master transportation contracts or like documents with certain shippers. Such contracts often provide that their terms preempt and govern over any term within a bill of lading or other shipping document that conflicts or is otherwise inconsistent with the contracts. To the extent any transport you undertake hereunder is governed by a contract between Riggoh and a shipper containing such a clause, you agree that any bill of lading or other document you issue shall be subordinate to and preempted by such contract’s terms. Riggoh will advise you on request as to whether any such master transportation contract or like document containing a preemptive clause exists with respect to specific shipments you undertake. You further understand and agree that such contracts or like documents may contain terms restricting the extent to which you may be entitled to collected charges for accessorial and ancillary services, in which event Riggoh will not pay related charges notwithstanding any advance notice.

12. CARRIER SELECTION

Riggoh establishes and follows written procedures to evaluate Carriers prior to their use by Riggoh. Riggoh continues to evaluate certain Carriers at certain intervals, as set forth by Riggoh’s internal risk management and Carrier selection policies, which may be amended from time to time with or without notice to Carriers or Shippers. The Service is designed to enable Shippers and Carriers to rate and review each other and to have those ratings made available to other Users. Riggoh or its affiliates do not express any opinion, or assurances regarding, the truth or accuracy of any User reviews or ratings or any other

User uploaded content, including such which was uploaded by a Shipper or a Carrier. Riggoh is responsible in any way for the acts and/or omissions of Carriers or their drivers.

13. PAYMENT TERMS

1. Payment

For each Shipment, Shipper will pay Riggoh the freight charge quoted to the Shipper upon acceptance of the applicable Shipment on the Service ("freight charge"), as well as any additional charges it may incur related to the Shipment. By Riggoh's Terms & Conditions applicable to Shippers, Shippers are advised that freight charges may include, but are not limited to, detention time which may be charged, by way of example, compensation for detention time according to Riggoh's policy (more than 120 minutes for truck over 26 feet and over 30 minutes for smaller trucks), overnight storage due to Shipper "no show" or inability to receive the Shipment from the Carrier, and any difference in fees resulting from the Shipment not matching the description thereof on the Service. Riggoh may change pricing for the Service (from time to time at its sole discretion) by updating the Site and Mobile App and without notice to Users.

2. Remittance

For each Shipment, Riggoh will pay you the freight charges quoted to you when you accept the Shipment ("Carrier Fee"), as well as additional fees Carrier may earn related to the completion of the Shipment. These fees include, but are not limited to, compensation for detention time according to Riggoh's policy (more than 120 minutes for truck over 26 feet and over 30 minutes for smaller trucks), overnight storage due to Shipper "no show" or inability to receive the Shipment from the Carrier, and any difference in fees resulting from the Shipment not matching the description thereof on the Service.

14. General Payment Terms

You agree that you are responsible for the collection and/or payment of all taxes, which you may be liable for in any jurisdiction arising from your use of the Service. Riggoh is not responsible for collecting, reporting, paying, or remitting to you any such taxes. Riggoh shall pay freight charges quoted to you on the Service regardless of whether Shippers pay Riggoh. In exchange for this guarantee of payment, you shall not invoice any Shipper whose cargo you transport hereunder; and you shall look solely to Riggoh for payment of freight charges hereunder. You hereby waive any right you may otherwise have to proceed or commence any action against any Shipper for the collection of any freight bills arising out of transportation services hereunder. You shall have no lien rights against any Shipper, or any property in your possession, for transportation effected hereunder.

15. LICENSES

1. Accounts

In order to use certain features of the Service, you must register for an account with Riggoh ("Account") and provide certain information as prompted by the registration and Shipment creation

form. You represent and warrant that: (a) all required registration information you submit is truthful and accurate; and (b) you will maintain the accuracy of such information. You may delete your Account at any time, for any reason, by contacting Riggoh or following the instructions on the Service. You are responsible for maintaining the confidentiality of your Account login credentials and are fully responsible for all activities that occur under your Account. You agree to immediately notify Riggoh of any unauthorized use, or suspected unauthorized use of your Account or any other breach of security. Riggoh is not liable for any loss or damage arising from your failure to comply with the above requirements.

2. Site; Mobile App

Use of the Site and the Mobile App is limited and revocable according to the terms set forth in this Agreement. Riggoh hereby grants you a permission to use the Site and the Mobile App as set forth in these Terms of Use, provided that: (i) You will not disclose your user name and password to others and you will not allow anyone other than you, directly or indirectly, use the Service with your user name and password ; (ii) You will not copy or distribute any part of the Site or the Mobile App, the content therein, and any form and concept embodied therein, in any medium (iii) You will not alter or modify any part of the Service; and (iv) You will otherwise comply with the terms and conditions of these Terms of Use. Riggoh does not warrant that your use of the Site or the Mobile App will be uninterrupted or will be error free or secure.

16. Restrictions

The rights granted to you in this Agreement are subject to the following restrictions:

1. You shall not license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Service;
2. You shall not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Service;
3. You shall not access the Service in order to build a similar or competitive service; and
4. Except as expressly stated herein, no part of the Service may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means.

17. Limited Support

Users may contact Riggoh's technical support center for any support- related issues arising from the use of the Service by following the instructions on the Service.

18. INSURANCE

Riggoh agrees to maintain, at its own expense, at all times, at least the following insurance coverage amounts:

1. General Liability: \$1,000,000
2. Auto Liability: \$1,000,000
3. Contingent Cargo Liability: \$100,000

Upon request, Riggoh may procure insurance coverage amounts that exceed these limits, and the evidence of such coverage shall be in the form of an insurance certificate provided to you on request. Riggoh's maximum liability to you for any loss shall be limited to Riggoh's insurance policy terms and conditions and the dollar amounts for coverage hereinbelow. Riggoh's contingent cargo insurance is subject to the terms, conditions and certain limitations and/or exclusions as contained in the policy, and the terms, conditions and requirements as outlined within this Agreement, which are subject to change at any time. The existence of Riggoh's contingent cargo insurance in no way shifts or places any legal or contractual liability on Riggoh, nor does it exonerate the your duties and liabilities under the 49 USC §14706 or this Agreement.

19. OWNERSHIP

Riggoh owns or has a duly license to use any and all intellectual property included in and to the Service, including but not limited to the Site, Mobile App, including all rights related thereto, and including trademarks, service marks, trade names, logos, domain names, taglines and trade dress evident therein (collectively, the "**Marks**"). Users acknowledge and agree that Riggoh owns all right, title, and interest in and to the Service, the Mobile App and the Site, including all intellectual property rights embodied therein. Except as expressly granted in this Agreement, all rights, title and interest in and to the Service, the Site and the Mobile App and in and to the Marks are reserved by Riggoh or its affiliates, and no use thereof is permitted without the prior written consent of Riggoh.

20. LIMITATIONS ON USE OF THE SERVICE

You may not use the Service for any of the following purposes (the "**Prohibited Activities**"); Riggoh disclaims any and all liabilities, losses and or damages with respect to any use of the Service which constitutes a Prohibited Activity.

1. Disseminating any unlawful, harassing, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable or illegal materials;
2. Transmitting material that encourages conduct which may constitute a criminal offence, result in civil liability or otherwise breaches any relevant law, regulation and/or code of practice;
3. Gaining unauthorized access to other computer systems;
4. Interfering with any other person's use of the Services;
5. Transmitting, junk mail, chain letters or "spam";
6. To harvest, collect, gather or assemble information or data regarding other Users, including e-mail addresses, without their consent;
7. Making and/or transferring and/or storing electronic copies of materials protected by copyright without the express permission of the owner of the material;
8. introduce software or automated agents or scripts to the Service so as to produce multiple accounts, generate automated searches, requests and queries, or to strip, scrape, or mine data from the Service; and
9. circumvent, disable or otherwise interfere with security related features or other features of the Site or the Mobile App and/or with the use of Service or enforce any limitations on use of the Site

or the Mobile App and/or the Services. Riggoh reserves the right to, but is not in any way obligated to, review any User Content, investigate, and /or take appropriate action against you in its sole discretion, including removing or modifying User Content, terminating your Account, and/or reporting you to law enforcement authorities.

21. USER CONTENT

1. User Content

You are solely responsible for your User Content. You assume all risks associated with use of your User Content, including any reliance on its accuracy, completeness or usefulness by others, or any disclosure of your User Content that makes you or any third party personally identifiable. This includes also any links to other websites or resources or other third party services that you use. You hereby represent and warrant that your User Content does not violate any provision of this Agreement or any third party intellectual property rights and that you have full authority and right to use and upload such User Content. You acknowledge and agree that Riggoh is not responsible for any loss or damage resulting from anyone's use or reliance on User Content and Riggoh makes no guarantees regarding the accuracy, completeness, usefulness currency, suitability, or quality of any User Content, and assumes no responsibility for any User Content. To clarify, User Content is owned by the uploading User and you shall not make any use thereof without the prior written consent of such User. You will indemnify and hold Riggoh harmless against any and all claims or demands in connection with misappropriation of any User Content.

2. License

Users hereby grant, and represent and warrant that they have the right to grant, to Riggoh an irrevocable, nonexclusive, royalty-free and fully paid, sublicenseable, worldwide license, to use, copy, modify, create derivative works of, distribute, publicly display, publicly perform, and otherwise exploit in any manner such User Content in all formats and distribution channels, now known or hereafter devised (including in connection with the Services and Riggoh's business and on third-party sites and services), without further notice to or consent from you, and without the requirement of payment to you or any other person or entity. We do not claim ownership of the User Content and you retain all right, title, and interest in and to your landing page.

3. Anonymous Data

Riggoh may monitor and harvest information from your User Content for statistical purposes, provided that all such information gathered shall not include identifiable to you. 4. **Disclosure** Riggoh may share your User Content (a) with third party service providers; (b) if another company acquires Riggoh; and/or (c) to comply with relevant laws, to respond to subpoenas or warrants or assist in preventing any violation or potential violation of the law or this Agreement. User Content that you have made public over the Site or Mobile App shall be available to all Users.

4. DMCA Provision

- ☐ Riggoh respects the intellectual property of others, and expects Users to do the same. If you believe, in good faith, that any materials on the Services infringe upon your copyrights, please send the following information to Riggoh's Copyright Agent at support@Riggoh.com;
- ☐ A description of the copyrighted work that you claim has been infringed, including specific location on the Services where the material you claim is infringing is located. Include enough information to allow Riggoh to locate the material, and explain why you think an infringement has taken place;
- ☐ A description of the location where the original or an authorized copy of the copyrighted work exists – for example, the URL (Internet address) where it is posted or the name of the book in which it has been published;
- ☐ Your address, telephone number, and e-mail address;
- ☐ A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- ☐ A statement by you, made under penalty of perjury, that the information in your notice is accurate, and that you are the copyright owner or authorized to act on the copyright owner's behalf; and
- ☐ An electronic or physical signature of the owner of the copyright or the person authorized to act on behalf of the owner of the copyright interest.
- ☐ We may terminate access, usage or subscription to the Site, as the case may be, for repeat infringers in appropriate circumstances.

22. THIRD PARTY SITES AND SITES; LOCATION INFORMATION

1. Third Party Sites

The Service, Site or Mobile App might include links to third party sites ("**Third Party Sites**"), where use thereof is subject to their applicable terms and conditions and you agree that Riggoh does not have control over the terms of use, privacy policies, operation, performance or content of any Third Party Sites. Accordingly, Riggoh disclaims all responsibility and liability for any information collected or used by Third Party Sites and damages or other harm whether to you, resulting from such use of Third Party Sites. You shall provide Riggoh with access or login credentials to any Third Party Sites as necessary for Riggoh to implement and operate the Service. In addition, Riggoh through the Service may make available to User software, applications and/or services provided and licensed by third parties (the "**Third Party Software**"). The use of Third Party Software in or with the Service is subject to the applicable licenses, terms of use and conditions of such Third Party Software, provided that in the event that no such third party license agreements exist, the restrictions contained in this agreement shall apply on all such third party applications, mutatis

mutandis. Company disclaims any warranty or representation with regards to any use of any of the Third Party Software, which use is on an as-is basis.

For reference in Third Party Software, please refer to the about box in the Mobile App.

2. Location Information

Location data provided by the Service is for basic location purposes only and is not intended to be relied upon in situations where precise location information is needed or where erroneous, inaccurate or incomplete location data may lead to death, personal injury, property or environmental damage, or other loss. Neither Riggoh, nor any of its content providers, guarantees the availability, accuracy, completeness, reliability, or timeliness of location data displayed by the Services, whether provided by Riggoh, third party content providers, or Users. Geolocational data that you upload, provide, or post on the Services may be accessible to certain Users of the Services. You assume any and all risk of providing such data to other Users of the Services.

23. INDEMNITY

1. Indemnification of Riggoh

You agree to defend, indemnify and hold Riggoh (and its officers, employees, and agents) harmless, including costs and attorneys' fees, from any claim or demand made by any third party due to or arising out of your (i) use of the Service, (ii) User Content, (iii) interaction with any other User, including a Shipper, (iv) violation of this Agreement; (v) violation of applicable laws or regulations; or (vi) your shipment services. Riggoh reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of Riggoh. Riggoh will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it. This obligation for defense, indemnification and holding harmless will survive the termination or expiration of this Agreement and Your use of the Service.

2. Indemnification of you

By Riggoh's separate Terms & Conditions applicable to Shippers, Shippers agree to defend, indemnify and hold you (and your officers, employees, and agents) harmless, including costs and attorneys' fees, from any and all damages, claims or losses arising out of the Shippers' performance under this Agreement, to the extent such damages, claims or losses are caused by the negligence or other intentional conduct of the Shippers or their employees or agents. It is clarified that Riggoh is not providing any indemnification to you in lieu of the Carrier or otherwise.

24. CHOICE OF LAW

This Agreement shall be deemed executed in the State of New York and shall be interpreted, in the event of a dispute arising hereunder, under the laws of Washington without regard to its conflicts of laws

provisions. The parties specifically disclaim application of the United Nations Convention on Contracts for the International Sale of Goods.

25. DISPUTE RESOLUTION

In the event of a dispute arising out of this Agreement related to claims by or against Riggoh, a party's recourse shall be exclusively settled through binding and confidential arbitration. Arbitration shall be subject to the Federal Arbitration Act. The arbitration shall be conducted before one arbitrator from the Transportation ADR Council, Inc. ("TAC"). Arbitration proceedings shall be conducted under the rules of the TAC. Upon agreement of the parties, arbitration proceedings may be conducted outside of the administrative control of the TAC. The decision of the arbitrator shall be binding and final and the award of the arbitrator may be entered as judgment in any court of competent jurisdiction. The prevailing party shall be entitled to recovery of costs, expenses and reasonable attorney fees as well as those incurred in any action for injunctive relief, or in the event further legal action is taken to enforce the award of the arbitrator. Arbitration proceedings shall be conducted in New York County, New York, or at such place as mutually agreed upon in writing by the parties. At any time, either party may apply to a court of competent jurisdiction in King County, Washington for injunctive or other equitable relief. In the event that either party is granted equitable relief, the party against whom judgment is entered shall be liable for all costs and expenses incurred by the prevailing party including, but not limited to, reasonable attorney fees. This paragraph shall not apply to enforcement of an award of arbitration. The parties may also proceed in Small Claims Court in New York County, New York to resolve any dispute where reasonably expected damages are less than \$5,000. Unless preempted or controlled by federal law and regulations, this agreement shall be interpreted and enforced according to the laws of the State of New York. This paragraph does not apply to claims you may have against a Shipper.

26. TERM OF AGREEMENT

This Agreement will remain in full force and effect while you use the Service or have an Account. Riggoh may at any time terminate this Agreement in its sole discretion, and without incurring any liability, if (a) you have breached any provision of this Agreement (or have acted in a manner that clearly shows you do not intend to, or are unable to, comply with this Agreement); (b) Riggoh is required to do so by law (for example, where the provision of the Service to you is, or becomes, unlawful); (c) Riggoh has elected to discontinue the Service; or (d) for your poor performance as a Carrier in Riggoh's sole discretion. Upon termination of this Agreement, your Account and right to access and use the Service will terminate immediately.

27. GENERAL PROVISIONS

1. Riggoh reserves the right, at any time, to modify, suspend, or discontinue the Service or any part thereof with or without notice. You agree that Riggoh will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Service or any part thereof. The provisions of this Agreement might be amended at any time by Riggoh in its sole and absolute discretion and will be effective upon the earlier of (a) the date you accept the new terms or (b) thirty (30) calendar days following the amended terms are posted on the Site or Mobile App. Use of the Service following amendment of this Agreement shall be deemed as your confirmation of such changes.
2. This Agreement constitutes the entire agreement between you and us regarding the use of the Service. Riggoh's failure to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. The section titles in this Agreement are for convenience only and have no legal or contractual effect. The word "including" means including without limitation. If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. This Agreement may be executed in counterparts.
3. This Agreement, and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you without Riggoh's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. The terms of this Agreement shall be binding upon assignees.
4. All notices as required by this Agreement shall be sent contact details provided by each User, and if to Riggoh, to the following address:

URelay, Inc.

585 Prospect St Suite 301A

Lakewood, NJ 08701

Phone: 877-5-RIGGOH; (877-574-4464)

Fax: (646)-419-2526

Email: support@Riggoh.com

Riggoh has your permission to identify you as a customer of Riggoh or user of our Services and to reproduce your name and logo on the Site and in any other marketing materials. If you provide Riggoh any feedback, suggestions, or other information or ideas regarding the Service ("Feedback"), you hereby assign to Riggoh all rights in the Feedback and agree that Riggoh has the right to use such Feedback and related information in any manner it deems appropriate. Riggoh will treat any Feedback you provide as non-confidential and non-proprietary. You agree that you will not submit to Riggoh any information or

ideas that you consider to be confidential or proprietary. In the event that the operation of any portion of this Agreement results in a violation of any law, or if any provision herein is determined by a court of competent jurisdiction to be invalid or unenforceable, you agree that such portion or provision shall be severable and that the remaining provisions herein shall continue in full force and effect. The terms and conditions set forth herein shall survive the termination of this Agreement.

1. Disclaimer

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE." RIGGOH EXPRESSLY DISCLAIMS ANY WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. RIGGOH MAKES NO WARRANTY THAT THE SERVICE: (A) WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS; (B) WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; (C) WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE; OR (D) RESULT IN ANY REVENUE, PROFITS, OR COST REDUCTION. THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. RIGGOH IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES OR OTHER DAMAGES RESULTING FROM SUCH PROBLEMS. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICES, AND ANY SERVICE OR GOOD REQUESTED IN CONNECTION THEREWITH, REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW. RIGGOH'S SERVICES MAY BE USED BY YOU TO REQUEST AND SCHEDULE TRANSPORTATION SERVICES WITH OTHER USERS, BUT YOU AGREE THAT RIGGOH HAS NO RESPONSIBILITY OR LIABILITY TO YOU RELATED TO THE SERVICES OR ANY TRANSPORTATION SERVICES COORDINATED OR OFFERED OR PURCHASED BY YOU THROUGH THE SERVICES OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT. YOU ASSUME ALL LIABILITY AND RISK OF USING THE SERVICES AND COORDINATING AND/OR OFFERING TRANSPORTATION SERVICES. RIGGOH RESERVE THE RIGHT, BUT HAVE NO OBLIGATION, TO MONITOR DISPUTES BETWEEN YOU AND OTHER USERS. PLEASE CAREFULLY SELECT THE TYPE OF INFORMATION THAT YOU POST ON THE SITE OR THROUGH THE SERVICES OR RELEASE TO OTHERS. WE DISCLAIM ALL LIABILITY, REGARDLESS OF THE FORM OF ACTION, FOR THE ACTS OR OMISSIONS OF OTHER USERS (INCLUDING UNAUTHORIZED USERS, OR "HACKERS"). RIGGOH ONLY OFFERS TECHNOLOGY THAT ENABLES CARRIERS TO COORDINATE TRANSPORTATION SERVICES AND THEREFORE WILL NOT BE RESPONSIBLE FOR ANY UNRELATED CLAIM, INCLUDING FITNESS OF THE CARRIER OR ITS EQUIPMENT FOR THE REQUESTED SHIPMENT OR OTHER CARGO TRANSPORTED TOGETHER WITH YOUR CARGO. RIGGOH IS NOT A CARRIER. WE ARE NOT INVOLVED IN THE ACTUAL TRANSPORTATION OF CARGO. AS A RESULT, WE HAVE NO CONTROL OVER THE QUALITY OR SAFETY OF ANY VEHICLE, CARGO OR OF THE TRANSPORTATION THAT OCCURS AS A RESULT OF THIS SERVICE; NOR DO WE HAVE ANY CONTROL OVER THE TRUTH OR ACCURACY OF USERS' INFORMATION LISTED ON RIGGOH. WE RESERVE THE RIGHT TO CHANGE ANY AND ALL CONTENT, SOFTWARE AND OTHER ITEMS USED OR CONTAINED IN THE SERVICES AT ANY TIME WITHOUT NOTICE.

2. Limitation of Liability

IN ANY EVENT, RIGGOH SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST DATA, PERSONAL INJURY, OR PROPERTY DAMAGE RELATED TO, IN CONNECTION WITH, OR OTHERWISE RESULTING FROM ANY USE OF THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT RIGGOH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. RIGGOH SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES ARISING OUT OF: (i) ACTS OR OMISSIONS MADE BY YOU, A CARRIER OR ANY OTHER USER; (ii) YOUR USE OF OR RELIANCE ON THE SERVICES OR YOUR INABILITY TO ACCESS OR USE THE SERVICES; OR (iii) ANY TRANSACTION OR RELATIONSHIP BETWEEN YOU AND ANY OTHER USER OR ANY THIRD PARTY. RIGGOH SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND RIGGOH'S REASONABLE CONTROL. IN NO EVENT SHALL RIGGOH'S TOTAL LIABILITY TO YOU IN CONNECTION WITH THE SERVICES AND TRANSPORTATION SERVICES FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION EXCEED FIVE HUNDRED (US \$500.00) U.S. DOLLARS. YOU AND THE RIGGOH AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICE, WHETHER IN CONTRACT, IN TORT OR IN GENERAL UNDER APPLICABLE LAW, MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED. YOU ACKNOWLEDGE THAT THIS LIMITATION AND THE ASSUMPTION OF RISK REPRESENTS A REASONABLE ALLOCATION OF THE RISK, AND THAT RIGGOH WOULD NOT PROVIDE THE SERVICE EXCEPT UNDER THE TERMS OF THIS AGREEMENT.

3. Headings

Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.

IN WITNESS WHEREOF, BROKER and CARRIER are bound by this agreement. CARRIER agrees to be bound by the electronic signature of their authorized representative contained in the Signed Agreement Affidavit, and by doing so, represent and warrant that they accept and agree to the terms contained in this entire agreement and have been or are specifically authorized to execute the agreement on behalf the organization they represent.