

TRANSPORTATION SERVICES AGREEMENT

THIS TRANSPORTATION SERVICES AGREEMENT (this "Agreement") is effective as of the first Saturday following the date of the last Party's signature below (the "Effective Date") and is made by and between **Picanova Inc.**, with corporate offices at 3443 NW 107th Street, Miami, FL 33167 a Florida corporation in the United States (hereinafter referred to as "Shipper"), and **Lasership, Inc. dba OnTrac Final Mile**, a Delaware corporation maintaining its corporate offices at 8401 Greensboro Drive, 7th Floor, McLean, VA 22102 (hereinafter as "OnTrac"). OnTrac and Shipper shall be hereinafter referred to collectively as the "Parties" or individually as a "Party" hereto this Agreement.

WHEREAS, OnTrac is licensed as a motor carrier (under the Federal Motor Carrier Safety Administration or other appropriate State agencies) and is authorized to conduct operations in interstate and intrastate commerce, and;

WHEREAS, in certain territories OnTrac may: (i) directly provide its transportation, logistics, and/or last mile delivery services (the "Services, as further enumerated on Exhibit A below); (ii) utilize its fully owned subsidiary OnTrac Logistics, Inc. to provide the Services directly; and/or (iii) utilize third party motor carriers via OnTrac Logistics, Inc., which operates as a licensed property broker/freight forwarder arranging for the interstate or intrastate transportation of freight using licensed third-party motor carriers, and;

Pursuant to the terms of the Transportation Services Agreement above, Shipper is engaging OnTrac to perform transportation, logistics, and/or last mile delivery services for Shipper's (and if applicable, its Approved Affiliate's) Shipments (the "Services").

WHEREAS, Shipper desires to engage OnTrac to provide motor carrier and/or broker/freight forwarder services as further enumerated and defined herein this Transportation Services Agreement and the Exhibits attached hereto, together understood to mean the "Agreement" by and between the Parties) through OnTrac and/or OnTrac Logistics, Inc., and;

WHEREAS, OnTrac agrees to provide (or arrange to provide) the Services to Shipper pursuant to the terms and conditions contained herein, and;

WHEREAS, in consideration of the terms and conditions contained herein, the sufficiency of which is mutually acknowledged, the Parties intending to be legally bound hereby agree as follows:

1. **Term.** Unless terminated pursuant to the terms of this Agreement, the Term of the Agreement shall commence on the Effective Date listed above and shall continue for a period of three (3) calendar years at which time it shall naturally expire and terminate unless renewed by the Parties in writing (the "Term").
2. **Termination.**
 - a. **Termination for Material Breach.** In the event of a Party's material breach of the Agreement which has not been removed, rectified, or cured to the non-breaching Party's reasonable satisfaction within sixty (60) days after written notice is provided by the non-breaching Party to the breaching Party reasonably identifying such breach and/or deficiency, the non-breaching Party may immediately terminate this Agreement.
 - b. **Termination for Convenience.** Without limitation of subsection 2(a) above and notwithstanding Section 1 above, either Party may terminate the Agreement at any time for convenience and without any liability by providing no less than ninety (90) days prior written notice to the other Party.
 - c. **Immediate Termination.** The non-affected Party shall have the right to immediately terminate this Agreement upon written notice in the event the other Party: (i) becomes insolvent or make a general assignment for the benefit of its creditors; (ii) admits in writing the inability to pay debts as they come due or mature; (iii) has a trustee or receiver appointed by any court or other administrative tribunal with respect to its assets; or (iv) any action is taken by or against the other Party under laws of bankruptcy or insolvency or laws relating to the relief of debtors. In addition, OnTrac may immediately terminate this Agreement upon Shipper's non-compliance or violation of any of the conditions stated within subsections 3(d); 3(e); 3(f) and/or 3(g) below.

3. **The Parties' Duties.**

- a. Upon OnTrac's acceptance of a Shipper's tender of goods, shipments, packages, or cargo (hereinafter "Shipments" or "Packages"), OnTrac agrees to provide (or arrange to provide) the Services subject to the terms and conditions contained herein.
- b. **Extension of Services Shipper Affiliates.** For purposes of the Agreement, an "Affiliate" means, as to Shipper, any corporation or other entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with Shipper, where "control" means an ownership interest or other managing authority or power to direct or cause the direction of the management and policies, whether through the ownership of voting securities, by contract, or otherwise. Affiliates of Shipper (defined below) shall have the right to request in writing Services under this Agreement (hereinafter "Service Request"). OnTrac in its sole discretion shall have the option (and reserves the right) to accept or reject any Affiliate Service Request.
 - i. A written Service Request initiated by a Shipper's Affiliate shall be deemed to give rise to a direct contractual relationship between such Affiliate and OnTrac the terms of which are evidenced by this Agreement and such Service Request. In the event of any conflict between this Agreement and a Service Request, the terms and conditions of this Agreement shall control, govern, and apply.
 - ii. Shipper and its Affiliate(s) shall at all times remain jointly and severally liable for any charges, liabilities, or other obligations incurred under the Agreement.
 - iii. OnTrac shall invoice Shipper and each Affiliate separately. However, upon the Shipper's request (and OnTrac's approval of such request), OnTrac will combine amounts due by Shipper and its Affiliate(s) under a consolidated weekly invoice to Shipper.
 - iv. The list of all Affiliates that, as of the Effective Date, have made a Service Request pursuant to this Section and such Service Request was approved by OnTrac are as listed on Exhibit A ("Approved Affiliate[s]").
- c. OnTrac is responsible for and agrees to comply with all applicable laws, including all statutes, rules, and regulations, in the performance of its Services under this Agreement.
- d. OnTrac will have no liability for missing labels, mislabeled, or otherwise inaccurate labeling of Shipments. Further, Shipper represents and warrants all Shipments tendered to OnTrac pursuant to this Agreement are proper, lawful, and prepared only in anticipation of residential and/or commercial building delivery. Shipper agrees to comply with all applicable law(s), rules, and regulations related to the performance of its obligations hereunder this Agreement.
- e. **Perishable Shipments.** Shipper shall provide OnTrac with advance written notice of the proposed collection, handling, shipment, transport, and/or delivery of any perishable Shipment(s) and OnTrac in its sole discretion shall have the option (and reserves the right) to accept or reject any such perishable Shipment. If Shipper's perishable Shipments are accepted by OnTrac, the following terms and conditions shall apply:
 - i. **Instructions.** Unless expressly agreed in writing, OnTrac does not transport or arrange transport of Shipments which require refrigeration or freezing. Shipper shall have the sole responsibility to ensure that any perishable Shipments tendered to OnTrac are properly packaged, labeled, marked, and secured for transportation appropriate for its collection, transport, and delivery (including but not limited the use of cold-packs). Perishable Shipments shall be transported pursuant to the instructions indicated on the bill of lading, rate confirmation sheet, or as otherwise instructed in writing by Shipper. Instructions given on prior Shipments shall not apply to future Shipments. To the extent OnTrac receives contradictory and/or instructions not clear to OnTrac regarding any Shipment(s), OnTrac shall not be liable for any damages resulting from application of any of the instructions provided by Shipper.
 - ii. **OnTrac's Obligations under Applicable Law.** When applicable statutes or regulations require it, including but not limited to those promulgated under the Food Safety Modernization Act, OnTrac will be responsible for:
 1. Ensuring or requiring that all transportation equipment it provides, is clean, odor-free, dry, leak-proof and free of contamination and infestation and otherwise safe to transport the commodities tendered; and

2. Complying with Shipper instructions for transporting Shipments safely and confirming the vehicle and transportation equipment is in appropriate physical condition to transport the goods tendered, including but not limited to free from pest infestation and evidence of prior Shipments that could render the Shipment unsafe. If Shipper's instructions require a seal upon the Shipment, the lack of a seal alone shall not be sufficient to consider the Shipment unsafe or damaged.
- f. Hazardous Materials. Shipper shall provide OnTrac with advance written notice of the proposed collection, handling, shipment, transport and/or delivery of any hazardous material(s), as that term is used and defined in the Hazardous Material Transportation Act, 49 U.S.C. § 5101, et seq. or any other applicable statute, regulation or other law ("Hazardous Material") and OnTrac in its sole discretion shall have the option (and reserves the right) to accept or reject any Shipment including Shipments of any Hazardous Material(s). If Shipper's Hazardous Materials are accepted by OnTrac, the following terms and conditions shall apply:
- i. Expressly excluding those classified as "Limited Quantities" as defined under 49 CFR § 172.315 and subject to a contrary classification per the Hazardous Material Safety Data Sheet available at OnTrac request, prior to the transportation of any Hazardous Material, Shipper shall provide OnTrac with a current Material Safety Data Sheet or any other Hazardous Material document required to be prepared and provided by Shipper or its agent for the Hazardous Material Shipment. Shipper shall be responsible for ensuring that the Hazardous Material is properly packaged, labeled, marked and secured for transportation in accordance with all applicable regulations.
 - ii. Shipper shall indemnify, defend and hold harmless OnTrac, its officers, employees, agents and insurers, against all claims, liabilities, losses, fines, reasonable attorney fees and other expenses arising out of or related to, exposure to or release of any Hazardous Material, including without limitation, fines or expenses relating to the removal or treatment of Hazardous Material or any other remedial action pertaining to the Hazardous Material under federal, state or foreign law, if:
 1. Shipper fails to provide the notice required by this provision prior to tendering the Hazardous Material to OnTrac;
 2. the contact, exposure or release resulted from the improper packaging, labeling, marking or loading or other acts or omissions of the Shipper, its employees or agents; or
 3. the contact, exposure or release occurred subsequent to the transport or storage of the Hazardous Material by or through OnTrac.
- g. CBD Products/Hemp Shipments. Shipper shall provide OnTrac with advance written notice of the proposed collection, handling, shipment, transport, and/or delivery of any Shipments containing hemp and/or hemp-derived products (e.g., cannabidiol or "CBD" Products) as defined in 7 U.S.C. § 1639(o) (hereinafter as "Hemp Shipments"). OnTrac in its sole discretion shall have the option (and reserves the right) to accept or reject any such Hemp Shipments. If Shipper's Hemp Shipments are accepted by OnTrac, the Shipper represents and warrants that:
- i. Shipper will comply with all applicable federal, state, and local laws, rules, regulations, and ordinances having jurisdiction over the goods contained in the Hemp Shipments and the transportation services to be performed;
 - ii. Shipper will ensure that OnTrac's possession and transportation of the Hemp Shipment is permitted in all jurisdictions through which the Hemp Shipment will be transported. (OnTrac will provide the route of transport upon request of Shipper);
 - iii. Each Hemp Shipment is packaged, marked, and labeled in accordance with applicable law, and that each Hemp Shipment is accompanied by all documentation required in each jurisdiction through which it will be transported. (OnTrac will provide the route of transport upon request of Shipper);
 - iv. The Hemp Shipments will not contain any plants or products with a delta-9 tetrahydrocannabinol ("THC") concentration of more than 0.3 percent on a dry weight basis. Shipper will, upon request, provide OnTrac with a copy of the certificate of analytical testing identifying the specific Hemp Shipment (or the lot from which such Hemp Shipment is derived) to evidence compliance with this subsection. Additionally, Shipper will provide an electronic copy of such THC test

- results to OnTrac prior to tender of the Hemp Shipment and a hard copy to the driver upon pickup of the Hemp Shipment;
- v. Prior to tender of any Hemp Shipments to OnTrac, that the hemp or hemp products contained in any Hemp Shipments were produced in accordance with all applicable laws and regulations, including those of the United States Department of Agriculture (USDA) or the U.S. State in which the hemp in question was cultivated or processed, and that any hemp or hemp products contained in any Hemp Shipment were grown or produced by a lawfully authorized hemp producer holding the requisite valid, current USDA- or state-issued license. With respect to each Hemp Shipment, Shipper will provide an electronic copy of such license to OnTrac prior to tender of the Hemp Shipment and a hard copy to the driver upon pickup of the Hemp Shipment; and
 - vi. Any receiver or consignee to which a Hemp Shipment will be delivered is authorized to receive and possess it pursuant to federal, state, and local laws and regulations.
 - vii. In the event of OnTrac's possession of the Shipper's Hemp Shipments prior to OnTrac's receipt of the applicable documentation required hereunder, it shall not in any way constitute a waiver of: (1) Shipper's obligations and requirement contained above; or (2) OnTrac's rights or claims against Shipper.
- h. **Indemnification.** Without limitation of any other rights or obligations under this Agreement including without limitation those contained within subsection 6(d) or Section 10 of the Agreement, each Party agrees to indemnify, defend, and hold harmless the other Party (and its successors, assigns, officers, directors and employees) from and against any and all direct or indirect damages, claims, losses, liabilities, deficiencies, costs and other expenses (including, without limitation, reasonable attorneys' fees) which relate to or arise out of a Party's violation, non-compliance, or material breach of subsection(s) 3(c); 3(d); 3(e); 3(f); and/or 3(g). The provisions of this Section 3(h) shall expressly survive the expiration or termination of this Agreement.

4. Rates; Disclaimer of API Quoted Rates

- a. **Rates.** Shipper agrees to pay OnTrac the Rates set forth in Exhibit B as consideration for the Services rendered hereunder (the "Rates"). Rates for Shipments not enumerated in Exhibit B shall be based upon and calculated pursuant to OnTrac's then current rates in effect for the particular Shipment (plus applicable "Surcharges", as defined below). Shipper agrees to a **4.5%** annual escalation on all Rates stated in Exhibit B. During the Term of the Agreement, Rate escalations shall take effect annually as of the date of posting on OnTrac's website. All Rates imposed pursuant to this Agreement will be calculated and paid in U.S. Dollars (USD \$).
- b. **API Disclaimer.** Any pricing and/or rate quote(s) provided by OnTrac's rate shopping API ("API") are estimates only and provided solely for informational purposes. Quoted pricing and/or rates may vary from final actual amount(s) invoiced depending on variables including but not limited to service date and time, route, and/or service availability. In the event of any conflict between the pricing and/or rate quote(s) provided by OnTrac's API and the Rates or Surcharges set forth in this Agreement (or any applicable amendment hereof), then the Rates and Surcharges set forth in this Agreement (or applicable amendment) shall control and apply.

- 5. Surcharges.** In addition to the Rates detailed in Section 4, the Shipper shall be responsible for the Surcharges applicable to a Shipment at the time of shipping as published on OnTrac's website found at www.ontrac.com/surcharges (hereinafter "Surcharges"). The Surcharges shall be reduced by any applicable "Surcharge Discounts" set forth in Exhibit C. It is the sole responsibility of the Shipper to monitor the Surcharges all of which are subject to periodic updates without notice. All Surcharges imposed pursuant to this Agreement will be calculated and paid in U.S. Dollars (USD \$).

6. Invoicing; Payment Terms; Deficiencies; Third Party Payors

- a. **Invoices; Payment Terms.** OnTrac will invoice Shipper weekly for all Services provided during such period and OnTrac may issue concurrent invoices to Shipper originating from OnTrac and/or OnTrac Logistics, Inc. Shipper will pay such invoice within fifteen (15) days of invoice date and expressly agrees that it will only make one (1) payment per invoice. Any invoice disputes must be brought in good faith, in writing, and received by OnTrac via email to invoicedisputes@ontrac.com within a thirty (30) day period to facilitate immediate

resolution. All amounts payable by Shipper hereunder this Agreement shall be remitted in United States dollars (USD \$) via an applicable bank or financial institution located in the United States. Further, the Shipper agrees to maintain both a billing address and a service of process address in the United States. If Shipper timely notifies OnTrac of a disputed charge within the dispute period, OnTrac shall review the dispute in good faith. If OnTrac determines that an error was made, OnTrac shall issue a refund of the disputed amount within thirty (30) days following its determination of the error.

- b. **Past Due Accounts/Suspension of Services.** Past due accounts will be assessed a late fee of six percent (6%) per month for any outstanding amounts. Additionally, if any invoice (or portion thereof) is past due, OnTrac may refuse to complete any Services unless and until any outstanding past due amounts are paid to OnTrac.
- c. **Costs and Expenses of Collection.** In the event that OnTrac does not receive prompt payment for the amounts which are due or if Shipper remits more than one payment per invoice, Shipper will be liable for reasonable collection costs and/or administrative costs incurred by OnTrac including, but not limited to, attorney fees, collection agency fees, and court costs. Shipper will be charged a fee of \$35.00 for any returned check. Without limitation of the foregoing, the time limit for OnTrac to file an undercharge claim related to its Services shall be twelve (12) months following the date of the Shipper's payment of an applicable invoice.
- d. **Third Party Payors.** If Shipper utilizes any third-party entity (a "Third-Party Payor") to compensate/pay, process, and/or review OnTrac transportation charges earned pursuant to this Agreement, Shipper must provide OnTrac advance written notice prior to implementation. Shipper shall be solely responsible for the costs for such Third-Party Payor services. To the extent that OnTrac pays any such charges in the first instance, Shipper shall reimburse OnTrac for such charges within five (5) days of a request from OnTrac. Furthermore, Shipper agrees that it shall indemnify, defend, and hold harmless OnTrac from any and all liability, claims, losses, costs, fines, penalties, expenses (including attorney's fees), judgments, or demands on account or damage of any kind whatsoever, arising in any way from Shipper's use of a Third-Party Payor and/or OnTrac's receipt of payments from a Third-Party Payor on Shipper's behalf, including but not limited to, claims to the sums paid by the Third-Party Payor asserted in a Third-Party Payor's bankruptcy, or otherwise.

7. **Insurance.** OnTrac will maintain at its expense or require to be maintained without a specific assessment the following insurance during the Term of this Agreement:

Policy Type	Coverage Limit(s) (Minimum)
Commercial General Liability Insurance	Per Occurrence limits of \$1,000,000 (USD) General Aggregate of \$2,000,000 (USD)
Auto Liability Insurance	\$1,000,000 (USD) Combined Single Limit per occurrence for all owned, non-owned, hired, and permissive use vehicles
Cargo / Crime	Per-occurrence limit of \$100,000 (USD)
Workers' Compensation and Employer's Liability Insurance	Statutory limits for Workers' Compensation \$1,000,000 (USD) for Employer's Liability
Excess/ Umbrella Liability	Per Occurrence limits of \$4,000,000 (USD) General Aggregate of \$4,000,000 (USD)

8. **Limited Shipment Liability.**

- a. **Shipment Liability.** OnTrac's liability to Shipper for loss, damage, or misdelivery of a Shipment shall be accordance with the provisions of 49 U.S.C. § 14706, which liability shall be hereby limited to the lesser of: (i) the actual replacement cost; (ii) \$100 per parcel; or (iii) \$250,000 per truckload ("Shipment Liability"). Shipper has considered the transportation Rates and limitations set forth herein (and has elected against available

higher levels of motor carrier liability at higher transportation rates) and selects the limitation of OnTrac's Shipment Liability set forth in this Agreement. In all instances, evidence of actual loss, damage, or misdelivery shall be required before OnTrac shall have any Shipment Liability to Shipper under this Agreement, the Carmack Amendment, or otherwise. The Shipment Liability in this subsection applies in all circumstances and shall not be invalidated based on any action or inaction of OnTrac.

- b. **ONTRAC DOES NOT GUARANTEE DELIVERY BY A SPECIFIC DAY OR TIME.**
- c. Without limitation of Section 16 below, OnTrac will not be liable to Shipper for any loss, damage, or misdelivery of Shipments caused by events OnTrac cannot control, including without limitation acts of God, Force Majeure Events (as defined in Section 16 below), unforeseeable weather conditions, pandemics, acts of public enemies, war, strikes or civil commotion, traffic, or other delays of vehicles used in providing delivery services. OnTrac's sole liability with respect to Shipment loss, damage, or misdelivery is as set forth in this Section.
- d. If Shipper is not the owner of the Shipment(s), Shipper represents and warrants that it is authorized to bind the owner of the Shipment(s) to the provisions of this Section 8 and Section 9 below.
- e. Shipper waives any right(s) of subrogation held by Shipper (or its insurer) related to any Shipment Claims arising out of Shipments tendered to or transported by OnTrac under this Agreement. To the extent the Shipper (or its insurer) asserts a Shipment Claim (or other legal claim) in excess of the Shipment Liability limits stated herein this Section 8, or outside of the procedure(s) set forth in Section 9 below, Shipper will indemnify, defend, and hold OnTrac harmless from any and all costs, expenses and attorney fees related in any way to such claim asserted.
- f. The provisions of this Section 8 shall expressly survive the expiration or termination of this Agreement.

9. Shipment Claims; Service Credit Guidelines:

- a. All claims related to loss, damage, or misdelivery of Shipments ("Shipment Claims") must be handled through OnTrac's Claims Management Department at cargoclaims@ontrac.com and not its Accounts Receivable Department.
- b. Shipper shall file any Shipment Claims with OnTrac within fifteen (15) calendar days of the anticipated due date of the Shipment (otherwise OnTrac reserves the right to refuse the Shipment Claim).
- c. For a Shipment Claim to be filed and/or paid, the Shipper must: (i) be in current and good standing of its payment obligations to OnTrac; and (ii) provide OnTrac with the invoice that outlines the actual replacement cost for the contents in the Package being claimed. It is the responsibility of Shipper to complete OnTrac's Shipment Claim form and attach all supporting documentation requested by OnTrac.
- d. Shipper may not deduct or "short pay" amounts of pending claims from charges owed to OnTrac. Shipper waives any and all rights, including statutory and common law rights, pertaining to set off and/or applying claim amounts against charges owed to OnTrac.
- e. The provisions of this Section 9 shall expressly survive the expiration or termination of this Agreement.

10. Indemnification.

- a. OnTrac Indemnity.
 - i. Prorated to the extent of its respective fault, OnTrac agrees to indemnify, defend, and hold harmless Shipper, its successors, assigns, officers, directors and employees from and against any and all third party damages, claims, losses, liabilities, deficiencies, costs, and other expenses (including, without limitation, reasonable attorneys' fees) incurred by Shipper which arise out of the negligent acts or omissions of OnTrac, its officers, directors, or employees in the performance of its obligations under this Agreement.

- ii. OnTrac's indemnity obligations under subsection 10(a)(i) above do not apply to the extent damages, claims, losses, liabilities, deficiencies, costs and other expenses (including, without limitation, reasonable attorneys' fees) are caused by the negligence (including gross negligence) or willful misconduct of Shipper.

b. **Shipper Indemnity.**

- i. Prorated to the extent of its respective fault, Shipper agrees to indemnify, defend, and hold harmless OnTrac from and against any and all third-party damages, claims, losses, liabilities, deficiencies, costs, and other expenses (including, without limitation, reasonable attorneys' fees) incurred by OnTrac which arise out of the negligent acts or omissions of Shipper in the performance of its obligations under this Agreement.
 - ii. Shipper's indemnity obligations under this Agreement do not apply to the extent such damages, claims, losses, liabilities, deficiencies, costs and other expenses (including, without limitation, reasonable attorneys' fees) are caused by the negligence (including gross negligence) or willful misconduct of OnTrac.
- c. Claims by OnTrac's employees against Shipper for: (1) unemployment benefits, or (2) workers' compensation benefits are hereby expressly waived by OnTrac and OnTrac agrees to maintain (or require to be maintained) separate policies of liability insurance and workers' compensation insurance, as well as any and all licenses required by law, with respect to OnTrac employees.
- d. Nothing herein this Section 10 or the Agreement will be interpreted as OnTrac's obligation to waive a claim and/or indemnify, defend, or hold Shipper harmless in the event Shipper's acts or omission result in a determination that Shipper is a sole or joint employer of person(s) providing Services under this Agreement.
- e. The provisions of this Section 10 shall expressly survive the expiration or termination of this Agreement.

11. Records. OnTrac shall maintain complete and accurate records of all amounts billable to Shipper (and payments made by Shipper to OnTrac) under this Agreement in accordance with Generally Accepted Accounting Principles ("GAAP"). Unless otherwise stated herein this Agreement, OnTrac shall retain such records for at least: (i) three (3) years from the date of Shipper's final payment for the Services hereunder; (ii) the period required by GAAP; or (iii) as applicable under state and/or federal law, whichever is greater.

12. Confidentiality.

- a. As used herein, a Party's Confidential Information includes information, documentation, data, and/or materials (collectively "Information") provided by one Party to the other, which is marked or disclosed as confidential, private, non-public, sensitive, proprietary, or the like ("Confidential Information"). Confidential Information shall include, without limitation Information consisting of or relating to a Party's products and/or service specifications; disclosures (and pricing) relating to transportation, logistics, packaging, handling, sorting, loading, shipping, delivery, and/or routing; drawings; sketches; schematics; models; samples; tools; distribution processes; designs; business practices, software, hardware, or computer programs including source code; technical or business information or data; methods; procedures; client, customer, vendor, or supplier lists; technical business information; research and development; production and engineering processes; costs; profit and margin information; marketing, production and future business plans; service arrangements, and other Confidential Information provided by a Party to the other hereunder this Agreement in any form whether, oral, written, digital, or otherwise. Each Party's Confidential Information shall at all times remain the property of the disclosing Party.
- b. Neither Party will, at any time unless prior written approval is obtained from the other Party, utilize, distribute, copy, disclose to any third party or otherwise employ or acquire the other Party's Confidential Information except in the performance of obligations under this Agreement. The Parties acknowledge that each may acquire information and material that is the other's confidential, proprietary or trade secret information. Each Party will limit the disclosure of the other's Confidential Information to employees and/or other workers performing Services under this Agreement with a need to know who: (i) have been advised of the proprietary nature thereof; and (ii) have, in writing, either acknowledged a specific obligation to maintain the confidentiality of the Confidential Information or agreed to protect

and keep confidential all proprietary information to which they have access in the scope of performing Services and obligations pursuant to this Agreement.

- c. Each Party's obligations set forth herein shall remain in effect during the Term of the Agreement. Regardless of any expiration or termination of this Agreement, each Party agrees to keep all Confidential Information in strict confidence pursuant to the provisions hereof for a period of five (5) years following the receipt of that Confidential Information, or for the maximum period provided under applicable law (whichever is greater). The non-disclosure obligations with respect to Confidential Information consisting of trade secrets, as defined under governing law, shall remain in effect for as long as such applicable governing law allows.
- d. As it pertains to Confidential Information consisting of Personal Information (as defined in Exhibit D below), OnTrac agrees to comply with the provisions of Exhibit D entitled "*Data Protection and Security Standards*" (hereinafter as "Exhibit D").
- e. The Parties agree that upon termination of this Agreement and at the written request of a Party, the other Party shall immediately destroy any and all the requesting Party's Confidential Information. Notwithstanding the foregoing, a Party may retain electronic copies of Confidential Information which: (i) are stored, archived, or automatically backed up pursuant to its customary information technology management procedures; and (ii) shall be subject to the confidentiality, non-disclosure, and other terms of this Agreement so long as such Confidential Information is retained.
- f. The Parties hereby acknowledge that if any breach of this Section 12 occurs, the non-breaching Party would be irreparably and immediately harmed and could not be made whole by monetary damages. Accordingly, in addition to any other remedy to which it may be entitled in law or in equity, the injured Party will be entitled to seek an injunction or injunctions to prevent breaches and/or to compel specific performance of this Section 12 (without the requirement to post bond or other applicable security, unless required by law), and the breaching Party will not oppose the granting of such relief on the basis that monetary damages are adequate. The non-prevailing Party also agrees to reimburse the prevailing Party for all costs and expenses, including reasonable attorney's fees, incurred by the prevailing Party in pursuing a remedy or defending against the enforcement of this Section 12, as applicable.
- g. The provisions of this Section 12 shall expressly survive the expiration or termination of this Agreement.

13. Governing Law and Forum. This Agreement shall be subject to and governed by substantive laws of the State of Delaware without regard to any conflict of law provisions. Further, the Parties hereby agree to submit to the exclusive jurisdiction of the appropriate state (or if applicable federal) courts located in the State of Delaware for any dispute, action, suit, or proceeding arising out of this Agreement.

14. Headings. The section headings herein have been inserted solely for convenience of reference and will not constitute a part of this Agreement, nor will they affect the meaning, construction, interpretation, or effect of this Agreement.

15. Entire Agreement. Shipper may not assign or transfer this Agreement, in whole or in part, without the prior written consent of OnTrac. This Agreement shall constitute the entire agreement by and between Shipper and OnTrac with respect to the subject matter hereof and shall supersede and prevail over any inconsistent terms or conditions contained in or referred to in any other communications, documents, or website(s), unless such terms or conditions are expressly incorporated herein by reference and agreed to after the Effective Date in a writing signed by both Parties. Any amendment or modification to this Agreement (or the embedded Exhibit[s] contained therein) shall not be valid, enforceable, or binding upon the Parties unless reduced to writing and duly executed by the authorized representatives of both Parties. Notwithstanding the above, this Agreement shall be automatically amended to comply with applicable state and federal law. If any portion of this Agreement is deemed unenforceable for any reason, such portion shall be severable, and the remaining provisions of this Agreement shall continue in full force and effect.

16. Force Majeure. If either Party fails to perform its obligations hereunder (except for the obligation to pay money) because of acts of God, action, or interaction of any government body or other

proper authority, or other causes beyond its control including those enumerated in subsection 8(b) above (collectively, and each a "Force Majeure Event"), then such failure to perform will not be deemed a default hereunder and will be excused without penalty until such time as said Party is capable of performing.

- 17. Notices.** Any notice required or permitted hereunder ("Notice[s]") shall be in writing and shall be deemed given as of the date it is: (a) delivered by hand; or (b) received by registered/certified mail (or overnight courier) with postage prepaid, return receipt requested, and addressed to the Party to receive such notice at the address set forth below (or such other address as is subsequently specified in writing):

To Shipper at: **Picanova Inc.**
Attn: Philipp Muehlbauer
 3443 NW 107th Street
 Miami, FL 33167

To OnTrac: **Lasership, Inc. dba OnTrac Final Mile**
 Attn: General Counsel
 8401 Greensboro Drive, 7th Floor, McLean, VA 22102
 With a simultaneous copy to LegalDepartment@ontrac.com

- 18. Survival of Obligations.** Shipper and OnTrac's respective obligations hereunder which by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive.


- 19. Waivers.** IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT OR THE RELATIONSHIP OF THE PARTIES HEREUNDER INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS, GOODWILL, OR BUSINESS INTERRUPTION, REGARDLESS OF WHETHER THE PARTY TO BE CHARGED HAD ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. Shipper and OnTrac expressly waive any and all rights and remedies under Part B of Subtitle IV to Title 49 of the U.S. Code to the extent that such rights and remedies conflict with this Agreement, as allowed by 49 U.S.C. § 14101. Without limitation of the foregoing, failure by either Party to insist upon the other Party's performance under this Agreement or to exercise any condition, right, or privilege herein shall not be a waiver of any of the conditions, rights, or privileges provided for in this Agreement. Further, any legal action by Shipper relating to this Agreement must be brought no later than two (2) years from the date of the event giving rise to the underlying legal claim(s) or action.

(THE RATES AND SURCHARGE DISCOUNTS SET FORTH HEREIN SHALL BE VALID THROUGH JULY 9, 2025, AND REQUIRE AN EXECUTED AGREEMENT FOR IMPLEMENTATION. IF THE AGREEMENT IS NOT EFFECTIVE PRIOR TO JULY 9, 2025, THE RATES AND SURCHARGE DISCOUNTS CONTAINED HEREIN WILL NO LONGER BE VALID.)

[SIGNATURE AREA TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto, by their mutual signature below, have entered into and made effective this Agreement as of the Effective Date first enumerated above.

SHIPPER

By: 
 Name: Philipp Muehlbauer
 Title: VP M&S, Director
 Date: 04 / 29 / 2025

**LASERSHIP, INC.
 DBA ONTRAC FINAL MILE**


By: 
 Name: Michael Cannizzo
 Title: CCO
 Date: 04 / 29 / 2025

EXHIBIT A **SERVICES**

Services

Subject to the terms and provisions of this Agreement, OnTrac agrees to provide (or arrange to provide) the following Services for Shipper and, if applicable, its Approved Affiliates:

- The collection of Shipper's Packages from its distribution center(s) located in **Miami, FL**; and **Phoenix, AZ** and their transportation to OnTrac's hubs/sorting centers via its network of licensed motor carriers;
- Package sortation and associated logistical services; and
- "Last-Mile Delivery" service of Shipper's Packages to its consignees.

Additional terms and conditions apply to OnTrac's Services which can be found at <https://www.ontrac.com/terms-conditions-additional> ("Additional Terms and Conditions") and are hereby incorporated into this Agreement. It is the sole responsibility of Shipper to monitor the Additional Terms and Conditions which are subject to periodic updates without notice. Solely to the extent any provisions of this Exhibit A are in direct conflict with those contained in Additional Terms and Conditions hyperlinked above, the directly conflicting provisions of this Exhibit A shall prevail, provided however that the remainder of the non-conflicting Additional Terms and Conditions shall continue to govern and apply.

Approved Affiliates (if any)

The following Affiliates are hereby approved by OnTrac as Approved Affiliates subject to the terms and conditions of the Agreement (if none, please state):

- tbd
-
-

Volume Forecast

Shipper has an obligation to provide OnTrac an accurate weekly forecast of anticipated outbound Package volume into OnTrac's network ("Forecast"). If Shipper's Forecast is approved, OnTrac will then provide Shipper with an acceptable variance level which must be maintained. OnTrac reserves the right to reject any Packages in excess of its issued variance level.

Exhibit B
RATES

Shipper and OnTrac agree to a 2-tier monthly rate structure based upon Shipper's Weekly Average Minimum. The Weekly Average Minimum will be calculated each week on a trailing six (6) week basis using the total number of packages for which Shipper is invoiced during the relevant trailing six (6) weeks divided by six (6) ("Weekly Average Minimum").

The Shipper's Tier may be adjusted monthly according to its Weekly Average Minimum and the applicable adjusted Rates shall go into effect on the first Saturday in a calendar month. If the first day of the month is a Saturday, then the applicable Rates will be effective on the following Saturday.*

Tier 1 – Rate Card A shall apply if Shipper's Weekly Average Minimum equals **5,364** packages per week or less.

Tier 2 – Rate Card B shall apply if Shipper's Weekly Average Minimum equals **5,365** packages or more per week.

***Tier 2 – Rate Card B** shall be applied as of the Agreement Effective Date and shall continue for a period of sixty (60) days. Thereafter, the Shipper's Tier may be adjusted monthly as outlined above.

In the event that Shipper fails to meet a Weekly Average Minimum of 3,500 packages per week at any time during the Term, OnTrac shall have the option, in its sole discretion, to require Shipper to renegotiate the applicable delivery rates and the Parties shall promptly negotiate in good faith to agree on such revised delivery rates. If the Parties are unable to agree on revised delivery rates within thirty (30) days of Shipper's receipt of OnTrac's written notice, OnTrac shall, at its sole election, have the option to impose the then current list rates or terminate this Agreement immediately.

DIM Factor.

DIM Factor shall be: **250**

DIM Threshold shall be: **1,728**

Tier 1–Rate Card A

Zone & Weight	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Zone 7	Zone 8
1 lbs	\$4.12	\$4.12	\$4.33	\$4.52	\$4.68	\$4.76	\$4.82
2 lbs	\$4.12	\$4.54	\$4.96	\$5.07	\$5.29	\$5.51	\$5.58
3 lbs	\$4.29	\$4.78	\$5.16	\$5.43	\$5.66	\$5.86	\$6.14
4 lbs	\$4.63	\$5.05	\$5.65	\$6.02	\$6.18	\$6.60	\$6.89
5 lbs	\$4.77	\$5.29	\$5.77	\$6.28	\$6.54	\$6.90	\$7.30
6 lbs	\$4.81	\$5.31	\$5.88	\$6.30	\$6.54	\$6.91	\$7.31
7 lbs	\$5.08	\$5.40	\$6.04	\$6.51	\$6.66	\$7.09	\$7.58
8 lbs	\$5.22	\$5.60	\$6.21	\$6.69	\$6.93	\$7.40	\$7.91
9 lbs	\$5.30	\$5.68	\$6.22	\$6.75	\$7.07	\$7.68	\$8.33
10 lbs	\$5.37	\$5.74	\$6.34	\$6.92	\$7.16	\$8.05	\$8.88
11 lbs	\$5.70	\$5.90	\$6.45	\$7.05	\$7.39	\$8.71	\$9.61
12 lbs	\$5.75	\$6.15	\$6.51	\$7.11	\$7.65	\$9.13	\$9.98
13 lbs	\$5.77	\$6.17	\$6.54	\$7.19	\$7.89	\$9.65	\$10.47
14 lbs	\$6.03	\$6.34	\$6.66	\$7.43	\$8.35	\$10.38	\$11.33
15 lbs	\$6.04	\$6.43	\$6.75	\$7.63	\$8.81	\$10.62	\$11.85
16 lbs	\$6.19	\$6.66	\$6.87	\$7.82	\$9.16	\$11.26	\$12.37
17 lbs	\$6.24	\$6.80	\$6.95	\$8.04	\$9.48	\$11.75	\$12.44
18 lbs	\$6.30	\$6.91	\$7.02	\$8.43	\$9.97	\$12.20	\$13.41
19 lbs	\$6.45	\$7.22	\$7.36	\$8.80	\$10.23	\$12.43	\$14.07
20 lbs	\$6.45	\$7.22	\$7.36	\$9.07	\$10.58	\$12.89	\$14.57
21 lbs	\$6.73	\$7.51	\$7.76	\$9.25	\$10.98	\$13.34	\$15.01
22 lbs	\$6.73	\$7.63	\$8.03	\$9.57	\$11.43	\$13.84	\$15.67
23 lbs	\$6.74	\$7.72	\$8.19	\$9.67	\$11.86	\$14.17	\$16.29
24 lbs	\$6.97	\$8.10	\$8.63	\$10.26	\$12.52	\$14.64	\$17.22
25 lbs	\$7.00	\$8.12	\$8.66	\$10.39	\$12.78	\$15.45	\$17.76
26 lbs	\$7.33	\$8.41	\$9.03	\$10.81	\$13.25	\$16.08	\$18.49
27 lbs	\$7.54	\$8.61	\$9.21	\$10.99	\$13.79	\$16.38	\$18.80
28 lbs	\$7.72	\$8.81	\$9.56	\$11.62	\$14.46	\$17.11	\$19.52
29 lbs	\$7.72	\$8.98	\$9.71	\$11.63	\$14.87	\$17.50	\$20.04
30 lbs	\$7.80	\$9.20	\$10.08	\$12.10	\$15.11	\$17.59	\$20.87
31 lbs	\$8.16	\$9.41	\$10.31	\$12.27	\$15.47	\$18.24	\$21.54
32 lbs	\$8.16	\$9.42	\$10.31	\$12.28	\$15.55	\$18.25	\$21.78
33 lbs	\$8.19	\$9.56	\$10.78	\$12.86	\$16.45	\$18.85	\$22.37
34 lbs	\$8.20	\$9.77	\$11.12	\$13.30	\$16.53	\$19.41	\$23.44
35 lbs	\$8.35	\$10.21	\$11.40	\$13.52	\$16.81	\$19.91	\$23.60
36 lbs	\$8.48	\$10.29	\$11.58	\$14.04	\$17.52	\$20.59	\$24.53
37 lbs	\$8.66	\$10.43	\$11.75	\$14.24	\$17.60	\$21.25	\$24.77
38 lbs	\$8.73	\$10.59	\$12.07	\$14.58	\$18.00	\$21.34	\$25.23
39 lbs	\$9.09	\$11.00	\$12.58	\$15.07	\$18.71	\$22.18	\$25.75
40 lbs	\$9.10	\$11.05	\$12.59	\$15.10	\$18.84	\$22.18	\$25.76
41 lbs	\$9.30	\$11.52	\$12.95	\$15.61	\$19.61	\$22.86	\$26.86
42 lbs	\$9.31	\$11.56	\$13.45	\$15.63	\$19.72	\$23.26	\$26.87
43 lbs	\$9.48	\$11.73	\$13.48	\$16.45	\$20.79	\$24.10	\$27.60
44 lbs	\$9.62	\$11.91	\$13.82	\$16.75	\$20.85	\$24.71	\$27.88
45 lbs	\$9.63	\$11.91	\$13.82	\$16.75	\$20.91	\$25.33	\$28.08
46 lbs	\$9.90	\$12.04	\$14.27	\$17.16	\$21.46	\$25.60	\$28.82
47 lbs	\$9.92	\$12.31	\$14.49	\$17.28	\$21.77	\$26.10	\$29.29
48 lbs	\$9.92	\$12.31	\$14.64	\$17.81	\$22.08	\$26.54	\$29.98
49 lbs	\$9.92	\$12.31	\$14.67	\$17.82	\$22.41	\$27.07	\$30.16
50 lbs	\$9.93	\$12.32	\$14.68	\$17.84	\$22.44	\$27.10	\$30.35

51 lbs	\$9.95	\$12.32	\$14.71	\$17.87	\$22.55	\$27.24	\$31.11
52 lbs	\$9.95	\$12.33	\$14.73	\$17.88	\$22.56	\$27.25	\$31.12
53 lbs	\$9.95	\$12.36	\$14.73	\$17.99	\$22.56	\$27.25	\$31.42
54 lbs	\$9.96	\$12.37	\$14.75	\$18.02	\$22.56	\$27.25	\$31.44
55 lbs	\$9.96	\$12.39	\$14.76	\$18.11	\$22.59	\$27.26	\$31.47
56 lbs	\$9.97	\$12.41	\$14.78	\$18.11	\$22.60	\$27.29	\$31.53
57 lbs	\$10.15	\$12.46	\$14.80	\$18.65	\$22.62	\$27.31	\$32.12
58 lbs	\$10.15	\$12.46	\$14.80	\$18.68	\$22.62	\$27.33	\$32.14
59 lbs	\$10.18	\$12.47	\$14.91	\$18.68	\$22.75	\$27.39	\$32.66
60 lbs	\$10.44	\$12.96	\$15.16	\$19.33	\$23.17	\$27.39	\$32.86
61 lbs	\$10.45	\$12.99	\$15.29	\$19.35	\$23.17	\$27.40	\$33.25
62 lbs	\$10.88	\$13.91	\$15.56	\$19.79	\$23.53	\$27.80	\$33.58
63 lbs	\$10.88	\$13.92	\$15.71	\$19.80	\$23.69	\$28.03	\$33.58
64 lbs	\$11.17	\$13.92	\$15.85	\$19.81	\$23.86	\$28.03	\$33.72
65 lbs	\$11.29	\$14.16	\$15.85	\$19.84	\$24.06	\$28.10	\$33.73
66 lbs	\$11.34	\$14.44	\$15.97	\$20.00	\$24.08	\$28.19	\$34.19
67 lbs	\$11.35	\$14.46	\$15.98	\$20.02	\$24.27	\$28.32	\$34.21
68 lbs	\$11.47	\$14.71	\$16.95	\$20.44	\$24.62	\$28.75	\$34.23
69 lbs	\$11.71	\$14.85	\$17.07	\$20.60	\$24.99	\$28.78	\$34.66
70 lbs	\$11.72	\$14.98	\$17.31	\$21.31	\$25.25	\$28.80	\$34.67
71 lbs	\$11.73	\$15.01	\$17.66	\$21.33	\$25.34	\$29.14	\$34.74
72 lbs	\$12.06	\$15.01	\$18.03	\$21.49	\$25.76	\$30.39	\$34.80
73 lbs	\$12.14	\$15.16	\$18.03	\$21.65	\$26.01	\$30.40	\$34.80
74 lbs	\$12.45	\$15.17	\$18.04	\$21.82	\$26.43	\$30.44	\$34.80
75 lbs	\$12.81	\$15.18	\$18.04	\$21.84	\$26.44	\$30.75	\$34.81
76 lbs	\$13.92	\$16.03	\$18.16	\$22.35	\$27.03	\$31.25	\$35.15
77 lbs	\$14.47	\$16.27	\$18.38	\$22.44	\$27.18	\$32.14	\$35.16
78 lbs	\$14.48	\$16.88	\$18.92	\$22.68	\$27.35	\$32.38	\$35.17
79 lbs	\$14.99	\$17.40	\$19.37	\$22.87	\$27.92	\$32.88	\$35.71
80 lbs	\$15.55	\$17.91	\$19.48	\$23.59	\$28.65	\$33.53	\$36.10
81 lbs	\$15.78	\$18.06	\$19.95	\$23.59	\$28.76	\$33.53	\$36.11
82 lbs	\$16.28	\$18.32	\$20.85	\$24.33	\$28.91	\$34.40	\$36.35
83 lbs	\$16.29	\$18.33	\$20.85	\$24.36	\$28.92	\$34.40	\$36.59
84 lbs	\$17.10	\$19.23	\$21.46	\$24.60	\$29.63	\$34.81	\$36.61
85 lbs	\$17.40	\$19.24	\$21.48	\$24.80	\$29.81	\$35.19	\$36.79
86 lbs	\$18.20	\$20.31	\$22.31	\$25.46	\$30.45	\$36.18	\$37.39
87 lbs	\$18.58	\$20.31	\$22.32	\$25.46	\$30.85	\$36.21	\$37.45
88 lbs	\$19.17	\$20.57	\$22.85	\$26.09	\$30.96	\$36.25	\$37.86
89 lbs	\$20.22	\$21.35	\$23.47	\$26.37	\$31.63	\$36.62	\$38.65
90 lbs	\$21.44	\$22.28	\$24.47	\$27.15	\$32.09	\$37.47	\$39.78
91 lbs	\$21.44	\$22.28	\$24.47	\$27.17	\$32.11	\$37.48	\$39.78
92 lbs	\$21.92	\$22.47	\$24.60	\$27.38	\$32.44	\$37.48	\$39.81
93 lbs	\$22.21	\$22.71	\$25.09	\$27.44	\$32.51	\$37.48	\$39.91
94 lbs	\$22.33	\$23.30	\$25.21	\$27.79	\$33.29	\$37.49	\$40.32
95 lbs	\$22.63	\$23.51	\$25.38	\$28.17	\$33.29	\$37.62	\$40.75
96 lbs	\$23.13	\$23.67	\$26.31	\$28.27	\$33.30	\$37.63	\$41.15
97 lbs	\$24.13	\$24.59	\$26.69	\$28.91	\$34.30	\$38.16	\$42.36
98 lbs	\$24.45	\$24.75	\$26.69	\$29.25	\$34.69	\$38.17	\$42.37
99 lbs	\$24.59	\$24.85	\$27.24	\$29.40	\$34.70	\$38.55	\$42.39
100 lbs	\$24.94	\$25.08	\$27.24	\$29.58	\$34.85	\$38.58	\$42.42

101 lbs	\$25.43	\$25.69	\$27.71	\$30.08	\$35.18	\$38.94	\$43.23
102 lbs	\$25.43	\$25.69	\$27.71	\$30.09	\$35.18	\$38.95	\$43.25
103 lbs	\$25.71	\$26.08	\$28.29	\$30.09	\$35.28	\$38.98	\$43.26
104 lbs	\$25.71	\$26.08	\$28.29	\$30.10	\$35.28	\$38.99	\$43.26
105 lbs	\$27.05	\$27.36	\$28.96	\$31.22	\$36.15	\$40.18	\$44.26
106 lbs	\$27.24	\$27.51	\$29.00	\$31.22	\$36.15	\$40.19	\$44.26
107 lbs	\$27.50	\$27.88	\$29.40	\$31.32	\$36.16	\$40.19	\$44.26
108 lbs	\$27.51	\$27.91	\$29.41	\$31.33	\$36.48	\$40.20	\$44.27
109 lbs	\$28.58	\$28.91	\$30.00	\$32.17	\$36.79	\$40.91	\$45.07
110 lbs	\$29.10	\$29.55	\$30.63	\$32.74	\$37.82	\$41.98	\$46.34
111 lbs	\$29.11	\$29.59	\$31.31	\$32.86	\$37.82	\$41.98	\$46.45
112 lbs	\$29.17	\$29.92	\$31.31	\$32.87	\$38.12	\$41.98	\$46.45
113 lbs	\$29.17	\$29.92	\$31.66	\$33.17	\$38.13	\$41.99	\$46.86
114 lbs	\$29.58	\$29.99	\$32.07	\$33.82	\$39.14	\$43.04	\$48.05
115 lbs	\$30.17	\$30.91	\$32.60	\$34.42	\$39.46	\$43.77	\$48.75
116 lbs	\$30.49	\$31.01	\$33.03	\$34.57	\$39.64	\$44.40	\$48.77
117 lbs	\$30.51	\$31.04	\$33.03	\$34.95	\$39.72	\$44.40	\$49.13
118 lbs	\$31.13	\$31.40	\$33.07	\$35.06	\$40.38	\$44.41	\$49.41
119 lbs	\$31.70	\$32.08	\$34.05	\$35.49	\$40.39	\$44.76	\$49.44
120 lbs	\$32.21	\$32.56	\$34.05	\$35.56	\$40.71	\$44.93	\$49.51
121 lbs	\$32.23	\$32.57	\$34.06	\$35.57	\$40.97	\$44.93	\$49.52
122 lbs	\$32.62	\$33.13	\$34.43	\$36.16	\$41.61	\$46.07	\$50.86
123 lbs	\$32.86	\$33.46	\$35.80	\$36.79	\$41.62	\$46.39	\$50.98
124 lbs	\$32.89	\$33.49	\$35.84	\$36.79	\$41.81	\$46.40	\$51.08
125 lbs	\$32.92	\$33.50	\$35.84	\$36.87	\$41.89	\$46.40	\$51.08
126 lbs	\$33.82	\$34.21	\$36.21	\$36.87	\$42.14	\$46.49	\$52.78
127 lbs	\$33.91	\$34.80	\$36.91	\$37.64	\$43.32	\$47.24	\$52.78
128 lbs	\$34.20	\$34.81	\$36.91	\$37.97	\$43.41	\$47.33	\$53.67
129 lbs	\$34.50	\$34.92	\$36.92	\$37.98	\$43.42	\$47.34	\$53.69
130 lbs	\$34.56	\$34.93	\$36.98	\$37.98	\$43.42	\$47.95	\$54.91
131 lbs	\$35.18	\$35.81	\$38.09	\$38.85	\$44.06	\$48.31	\$55.06
132 lbs	\$35.44	\$35.83	\$38.09	\$38.85	\$44.06	\$48.32	\$55.06
133 lbs	\$35.54	\$36.57	\$38.10	\$38.86	\$44.29	\$48.41	\$55.06
134 lbs	\$36.14	\$36.82	\$38.69	\$39.78	\$45.39	\$49.58	\$55.59
135 lbs	\$36.82	\$37.58	\$39.43	\$40.49	\$45.61	\$49.93	\$55.70
136 lbs	\$37.09	\$37.66	\$40.07	\$40.84	\$45.95	\$50.58	\$56.24
137 lbs	\$37.10	\$37.67	\$40.75	\$41.22	\$46.83	\$50.66	\$56.36
138 lbs	\$37.79	\$38.63	\$40.95	\$41.25	\$46.83	\$50.66	\$57.36
139 lbs	\$38.10	\$38.63	\$40.95	\$41.25	\$46.83	\$51.51	\$57.80
140 lbs	\$38.44	\$39.02	\$41.05	\$41.82	\$46.97	\$51.51	\$57.80
141 lbs	\$38.82	\$39.39	\$41.72	\$42.22	\$47.50	\$52.10	\$58.35
142 lbs	\$38.97	\$39.60	\$42.09	\$42.55	\$47.67	\$52.82	\$58.57
143 lbs	\$39.03	\$39.60	\$42.10	\$42.90	\$47.76	\$52.83	\$58.61
144 lbs	\$40.39	\$41.26	\$43.65	\$44.15	\$48.94	\$54.09	\$60.21
145 lbs	\$40.39	\$41.63	\$43.66	\$44.25	\$49.68	\$54.21	\$60.21
146 lbs	\$40.40	\$41.91	\$43.71	\$44.25	\$49.68	\$54.22	\$60.22
147 lbs	\$40.50	\$41.92	\$44.02	\$44.44	\$50.03	\$54.22	\$60.96
148 lbs	\$40.54	\$41.93	\$44.33	\$44.99	\$50.20	\$54.23	\$60.97
149 lbs	\$40.54	\$41.93	\$44.34	\$45.31	\$50.20	\$54.23	\$60.97
150 lbs	\$40.54	\$41.94	\$44.43	\$45.70	\$50.30	\$54.34	\$61.09

Tier 2 – Rate Card B

Zone & Weight	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Zone 7	Zone 8
1 lbs	\$4.00	\$4.00	\$4.21	\$4.39	\$4.54	\$4.62	\$4.68
2 lbs	\$4.00	\$4.41	\$4.81	\$4.92	\$5.13	\$5.35	\$5.42
3 lbs	\$4.16	\$4.64	\$5.01	\$5.27	\$5.49	\$5.69	\$5.96
4 lbs	\$4.28	\$4.67	\$5.23	\$5.57	\$5.72	\$6.11	\$6.38
5 lbs	\$4.42	\$4.89	\$5.34	\$5.81	\$6.05	\$6.39	\$6.76
6 lbs	\$4.45	\$4.92	\$5.45	\$5.84	\$6.06	\$6.40	\$6.77
7 lbs	\$4.70	\$5.00	\$5.59	\$6.03	\$6.17	\$6.57	\$7.02
8 lbs	\$4.84	\$5.19	\$5.75	\$6.20	\$6.42	\$6.85	\$7.32
9 lbs	\$4.91	\$5.26	\$5.76	\$6.25	\$6.55	\$7.11	\$7.72
10 lbs	\$4.98	\$5.32	\$5.87	\$6.41	\$6.63	\$7.45	\$8.22
11 lbs	\$5.28	\$5.46	\$5.97	\$6.53	\$6.84	\$8.07	\$8.90
12 lbs	\$5.33	\$5.70	\$6.03	\$6.58	\$7.08	\$8.45	\$9.24
13 lbs	\$5.35	\$5.71	\$6.06	\$6.66	\$7.30	\$8.93	\$9.69
14 lbs	\$5.59	\$5.87	\$6.16	\$6.88	\$7.73	\$9.61	\$10.49
15 lbs	\$5.59	\$5.95	\$6.25	\$7.07	\$8.15	\$9.84	\$10.97
16 lbs	\$5.73	\$6.17	\$6.37	\$7.24	\$8.48	\$10.43	\$11.46
17 lbs	\$5.78	\$6.30	\$6.44	\$7.44	\$8.77	\$10.88	\$11.52
18 lbs	\$5.83	\$6.40	\$6.50	\$7.80	\$9.23	\$11.29	\$12.42
19 lbs	\$5.97	\$6.69	\$6.81	\$8.14	\$9.47	\$11.51	\$13.03
20 lbs	\$5.98	\$6.69	\$6.82	\$8.40	\$9.79	\$11.94	\$13.49
21 lbs	\$6.23	\$6.95	\$7.18	\$8.56	\$10.17	\$12.36	\$13.90
22 lbs	\$6.23	\$7.07	\$7.43	\$8.86	\$10.58	\$12.81	\$14.51
23 lbs	\$6.24	\$7.15	\$7.58	\$8.95	\$10.98	\$13.12	\$15.09
24 lbs	\$6.46	\$7.50	\$7.99	\$9.50	\$11.59	\$13.56	\$15.95
25 lbs	\$6.48	\$7.52	\$8.02	\$9.62	\$11.84	\$14.31	\$16.44
26 lbs	\$6.79	\$7.78	\$8.36	\$10.01	\$12.27	\$14.89	\$17.12
27 lbs	\$6.98	\$7.97	\$8.52	\$10.18	\$12.76	\$15.17	\$17.41
28 lbs	\$7.14	\$8.16	\$8.85	\$10.75	\$13.38	\$15.85	\$18.07
29 lbs	\$7.15	\$8.32	\$8.99	\$10.77	\$13.77	\$16.21	\$18.56
30 lbs	\$7.22	\$8.52	\$9.33	\$11.20	\$13.99	\$16.29	\$19.32
31 lbs	\$7.55	\$8.72	\$9.55	\$11.37	\$14.33	\$16.89	\$19.95
32 lbs	\$7.56	\$8.72	\$9.55	\$11.37	\$14.40	\$16.90	\$20.16
33 lbs	\$7.59	\$8.85	\$9.98	\$11.90	\$15.23	\$17.45	\$20.71
34 lbs	\$7.59	\$9.05	\$10.30	\$12.32	\$15.31	\$17.98	\$21.70
35 lbs	\$7.73	\$9.46	\$10.55	\$12.52	\$15.57	\$18.44	\$21.86
36 lbs	\$7.85	\$9.53	\$10.72	\$13.00	\$16.22	\$19.06	\$22.71
37 lbs	\$8.02	\$9.66	\$10.88	\$13.19	\$16.30	\$19.68	\$22.94
38 lbs	\$8.09	\$9.80	\$11.17	\$13.50	\$16.67	\$19.76	\$23.36
39 lbs	\$8.42	\$10.19	\$11.65	\$13.95	\$17.33	\$20.53	\$23.84
40 lbs	\$8.42	\$10.23	\$11.66	\$13.98	\$17.45	\$20.54	\$23.85
41 lbs	\$8.61	\$10.67	\$11.99	\$14.45	\$18.15	\$21.17	\$24.87
42 lbs	\$8.62	\$10.70	\$12.46	\$14.47	\$18.26	\$21.53	\$24.88
43 lbs	\$8.78	\$10.86	\$12.48	\$15.24	\$19.25	\$22.31	\$25.55
44 lbs	\$8.91	\$11.03	\$12.79	\$15.51	\$19.31	\$22.88	\$25.82
45 lbs	\$8.92	\$11.03	\$12.80	\$15.51	\$19.36	\$23.45	\$26.00
46 lbs	\$9.17	\$11.14	\$13.21	\$15.89	\$19.87	\$23.70	\$26.69
47 lbs	\$9.18	\$11.39	\$13.42	\$16.00	\$20.16	\$24.17	\$27.12
48 lbs	\$9.18	\$11.40	\$13.55	\$16.49	\$20.44	\$24.57	\$27.76
49 lbs	\$9.19	\$11.40	\$13.58	\$16.50	\$20.75	\$25.07	\$27.92
50 lbs	\$9.19	\$11.40	\$13.59	\$16.52	\$20.77	\$25.10	\$28.10

51 lbs	\$9.21	\$11.41	\$13.62	\$16.55	\$20.88	\$25.23	\$28.81
52 lbs	\$9.21	\$11.41	\$13.64	\$16.56	\$20.89	\$25.23	\$28.81
53 lbs	\$9.22	\$11.44	\$13.64	\$16.66	\$20.89	\$25.23	\$29.10
54 lbs	\$9.22	\$11.46	\$13.66	\$16.69	\$20.89	\$25.24	\$29.11
55 lbs	\$9.23	\$11.47	\$13.67	\$16.77	\$20.92	\$25.24	\$29.14
56 lbs	\$9.23	\$11.49	\$13.68	\$16.77	\$20.93	\$25.26	\$29.19
57 lbs	\$9.40	\$11.53	\$13.70	\$17.27	\$20.94	\$25.28	\$29.74
58 lbs	\$9.40	\$11.54	\$13.71	\$17.29	\$20.95	\$25.30	\$29.76
59 lbs	\$9.42	\$11.55	\$13.80	\$17.30	\$21.06	\$25.36	\$30.24
60 lbs	\$9.67	\$12.00	\$14.04	\$17.90	\$21.45	\$25.36	\$30.43
61 lbs	\$9.67	\$12.03	\$14.15	\$17.92	\$21.46	\$25.37	\$30.79
62 lbs	\$10.07	\$12.88	\$14.41	\$18.33	\$21.79	\$25.74	\$31.09
63 lbs	\$10.07	\$12.89	\$14.55	\$18.33	\$21.94	\$25.95	\$31.10
64 lbs	\$10.34	\$12.89	\$14.67	\$18.34	\$22.09	\$25.96	\$31.22
65 lbs	\$10.46	\$13.11	\$14.68	\$18.37	\$22.28	\$26.02	\$31.23
66 lbs	\$10.50	\$13.37	\$14.79	\$18.52	\$22.29	\$26.10	\$31.66
67 lbs	\$10.51	\$13.38	\$14.79	\$18.53	\$22.47	\$26.23	\$31.67
68 lbs	\$10.62	\$13.62	\$15.69	\$18.93	\$22.80	\$26.62	\$31.69
69 lbs	\$10.85	\$13.75	\$15.80	\$19.07	\$23.14	\$26.65	\$32.10
70 lbs	\$10.85	\$13.87	\$16.03	\$19.73	\$23.38	\$26.67	\$32.10
71 lbs	\$10.86	\$13.90	\$16.35	\$19.75	\$23.47	\$26.98	\$32.17
72 lbs	\$11.17	\$13.90	\$16.69	\$19.90	\$23.86	\$28.14	\$32.22
73 lbs	\$11.24	\$14.04	\$16.70	\$20.04	\$24.08	\$28.15	\$32.22
74 lbs	\$11.53	\$14.04	\$16.70	\$20.20	\$24.48	\$28.19	\$32.22
75 lbs	\$11.86	\$14.06	\$16.70	\$20.22	\$24.49	\$28.47	\$32.23
76 lbs	\$12.89	\$14.84	\$16.81	\$20.69	\$25.03	\$28.93	\$32.54
77 lbs	\$13.39	\$15.06	\$17.01	\$20.78	\$25.17	\$29.76	\$32.56
78 lbs	\$13.41	\$15.63	\$17.52	\$21.00	\$25.33	\$29.98	\$32.56
79 lbs	\$13.88	\$16.11	\$17.94	\$21.17	\$25.86	\$30.45	\$33.07
80 lbs	\$14.40	\$16.59	\$18.03	\$21.84	\$26.53	\$31.04	\$33.43
81 lbs	\$14.61	\$16.72	\$18.47	\$21.85	\$26.63	\$31.05	\$33.44
82 lbs	\$15.07	\$16.97	\$19.31	\$22.53	\$26.77	\$31.85	\$33.66
83 lbs	\$15.09	\$16.97	\$19.31	\$22.55	\$26.78	\$31.85	\$33.88
84 lbs	\$15.84	\$17.81	\$19.87	\$22.77	\$27.43	\$32.23	\$33.89
85 lbs	\$16.11	\$17.81	\$19.89	\$22.96	\$27.60	\$32.58	\$34.07
86 lbs	\$16.86	\$18.80	\$20.66	\$23.58	\$28.19	\$33.50	\$34.62
87 lbs	\$17.20	\$18.81	\$20.66	\$23.58	\$28.56	\$33.53	\$34.67
88 lbs	\$17.75	\$19.05	\$21.16	\$24.16	\$28.67	\$33.57	\$35.05
89 lbs	\$18.72	\$19.77	\$21.73	\$24.42	\$29.29	\$33.91	\$35.79
90 lbs	\$19.85	\$20.63	\$22.66	\$25.14	\$29.71	\$34.70	\$36.83
91 lbs	\$19.85	\$20.63	\$22.66	\$25.16	\$29.73	\$34.70	\$36.84
92 lbs	\$20.30	\$20.80	\$22.78	\$25.35	\$30.04	\$34.70	\$36.86
93 lbs	\$20.57	\$21.02	\$23.23	\$25.40	\$30.10	\$34.71	\$36.95
94 lbs	\$20.67	\$21.58	\$23.34	\$25.73	\$30.83	\$34.71	\$37.33
95 lbs	\$20.96	\$21.77	\$23.50	\$26.08	\$30.83	\$34.83	\$37.73
96 lbs	\$21.42	\$21.92	\$24.36	\$26.17	\$30.83	\$34.84	\$38.11
97 lbs	\$22.34	\$22.77	\$24.71	\$26.77	\$31.76	\$35.34	\$39.22
98 lbs	\$22.63	\$22.92	\$24.72	\$27.09	\$32.12	\$35.34	\$39.23
99 lbs	\$22.77	\$23.01	\$25.22	\$27.22	\$32.13	\$35.70	\$39.25
100 lbs	\$23.09	\$23.22	\$25.22	\$27.39	\$32.27	\$35.72	\$39.28

101 lbs	\$23.54	\$23.78	\$25.66	\$27.86	\$32.57	\$36.06	\$40.03
102 lbs	\$23.55	\$23.79	\$25.66	\$27.86	\$32.58	\$36.06	\$40.05
103 lbs	\$23.80	\$24.15	\$26.19	\$27.86	\$32.66	\$36.09	\$40.05
104 lbs	\$23.81	\$24.15	\$26.20	\$27.87	\$32.67	\$36.10	\$40.06
105 lbs	\$25.04	\$25.33	\$26.81	\$28.91	\$33.47	\$37.21	\$40.98
106 lbs	\$25.22	\$25.47	\$26.86	\$28.91	\$33.48	\$37.21	\$40.98
107 lbs	\$25.47	\$25.81	\$27.23	\$29.00	\$33.48	\$37.22	\$40.99
108 lbs	\$25.47	\$25.85	\$27.23	\$29.01	\$33.78	\$37.22	\$40.99
109 lbs	\$26.46	\$26.77	\$27.78	\$29.79	\$34.07	\$37.88	\$41.73
110 lbs	\$26.95	\$27.36	\$28.36	\$30.31	\$35.02	\$38.87	\$42.90
111 lbs	\$26.95	\$27.40	\$28.99	\$30.43	\$35.02	\$38.87	\$43.01
112 lbs	\$27.01	\$27.70	\$28.99	\$30.43	\$35.30	\$38.87	\$43.01
113 lbs	\$27.01	\$27.71	\$29.31	\$30.71	\$35.30	\$38.88	\$43.39
114 lbs	\$27.39	\$27.77	\$29.70	\$31.31	\$36.24	\$39.85	\$44.49
115 lbs	\$27.93	\$28.62	\$30.19	\$31.87	\$36.54	\$40.53	\$45.14
116 lbs	\$28.23	\$28.71	\$30.58	\$32.01	\$36.70	\$41.11	\$45.16
117 lbs	\$28.25	\$28.74	\$30.58	\$32.36	\$36.78	\$41.11	\$45.49
118 lbs	\$28.82	\$29.07	\$30.62	\$32.46	\$37.39	\$41.12	\$45.75
119 lbs	\$29.35	\$29.70	\$31.53	\$32.86	\$37.40	\$41.45	\$45.78
120 lbs	\$29.83	\$30.15	\$31.53	\$32.93	\$37.70	\$41.60	\$45.85
121 lbs	\$29.84	\$30.16	\$31.53	\$32.93	\$37.94	\$41.60	\$45.85
122 lbs	\$30.20	\$30.68	\$31.88	\$33.48	\$38.53	\$42.66	\$47.09
123 lbs	\$30.42	\$30.98	\$33.15	\$34.07	\$38.53	\$42.96	\$47.20
124 lbs	\$30.46	\$31.01	\$33.18	\$34.07	\$38.71	\$42.96	\$47.30
125 lbs	\$30.49	\$31.02	\$33.18	\$34.14	\$38.79	\$42.96	\$47.30
126 lbs	\$31.31	\$31.68	\$33.52	\$34.14	\$39.02	\$43.05	\$48.87
127 lbs	\$31.40	\$32.22	\$34.17	\$34.85	\$40.11	\$43.74	\$48.87
128 lbs	\$31.67	\$32.23	\$34.18	\$35.16	\$40.20	\$43.83	\$49.69
129 lbs	\$31.95	\$32.33	\$34.18	\$35.16	\$40.20	\$43.83	\$49.71
130 lbs	\$32.00	\$32.34	\$34.24	\$35.17	\$40.20	\$44.40	\$50.85
131 lbs	\$32.57	\$33.16	\$35.27	\$35.97	\$40.79	\$44.73	\$50.98
132 lbs	\$32.82	\$33.17	\$35.27	\$35.98	\$40.80	\$44.74	\$50.98
133 lbs	\$32.90	\$33.86	\$35.27	\$35.98	\$41.01	\$44.83	\$50.99
134 lbs	\$33.46	\$34.09	\$35.83	\$36.83	\$42.03	\$45.90	\$51.47
135 lbs	\$34.10	\$34.79	\$36.51	\$37.49	\$42.23	\$46.23	\$51.57
136 lbs	\$34.35	\$34.87	\$37.10	\$37.81	\$42.55	\$46.83	\$52.08
137 lbs	\$34.35	\$34.88	\$37.73	\$38.16	\$43.36	\$46.91	\$52.18
138 lbs	\$34.99	\$35.77	\$37.91	\$38.19	\$43.36	\$46.91	\$53.11
139 lbs	\$35.28	\$35.77	\$37.92	\$38.20	\$43.37	\$47.69	\$53.52
140 lbs	\$35.59	\$36.13	\$38.01	\$38.72	\$43.49	\$47.69	\$53.52
141 lbs	\$35.94	\$36.47	\$38.63	\$39.10	\$43.98	\$48.24	\$54.02
142 lbs	\$36.09	\$36.66	\$38.98	\$39.40	\$44.14	\$48.91	\$54.23
143 lbs	\$36.14	\$36.67	\$38.98	\$39.72	\$44.23	\$48.92	\$54.27
144 lbs	\$37.40	\$38.20	\$40.42	\$40.88	\$45.32	\$50.08	\$55.75
145 lbs	\$37.40	\$38.55	\$40.42	\$40.97	\$46.00	\$50.20	\$55.75
146 lbs	\$37.41	\$38.80	\$40.47	\$40.97	\$46.00	\$50.20	\$55.76
147 lbs	\$37.50	\$38.82	\$40.76	\$41.15	\$46.33	\$50.20	\$56.45
148 lbs	\$37.53	\$38.82	\$41.05	\$41.66	\$46.48	\$50.21	\$56.45
149 lbs	\$37.54	\$38.83	\$41.05	\$41.96	\$46.48	\$50.21	\$56.46
150 lbs	\$37.54	\$38.84	\$41.13	\$42.32	\$46.58	\$50.31	\$56.57

Exhibit C **SURCHARGES**

Surcharges

In addition to the per Shipment Rates enumerated in Exhibit B above, all Shipments are subject to the Surcharges applicable to a Shipment at the time of shipping as published on OnTrac's website available at <https://www.ontrac.com/surcharges>. The Surcharges shall be reduced by the applicable "Surcharge Discounts" set forth below in this Exhibit C. It is the sole responsibility of Shipper to monitor the Surcharges all of which are subject to periodic updates without notice.

Pickup Detention Fee

If Shipper delays the pickup past the agreed upon Critical Pull Time (CPT), OnTrac may, at its sole discretion, agree to hold the truck until the freight is ready. In such a case, transit times may be delayed, and Shipper will be assessed a pickup detention fee of fifty dollars per hour (\$50 USD/hour) ("Pickup Detention Fee").

Pickup Cancellation Fee

If Shipper cancels the scheduled pickup within two (2) hours of the scheduled CPT, a pickup cancellation fee of two hundred and fifty dollars (\$250 USD) will be assessed ("Pickup Cancellation Fee").

Surcharge Discounts

Shipper and OnTrac agree to a 2-tier monthly Surcharge Discount structure based upon Shipper's Weekly Average Minimum (as defined in Exhibit B above). The Shipper's Surcharge Discount Tier may be adjusted monthly according to the Weekly Average Minimums set forth below and the applicable Surcharge Discounts shall go into effect on the first Saturday in a calendar month. If the first day of the month is a Saturday, then the applicable Surcharge Discounts will be effective on the following Saturday*.

During the Term of the Agreement, OnTrac extends the following Surcharge Discounts to the Shipper.

Tier 1 – Surcharge Discount Table A shall apply if Shipper's Weekly Average Minimum equals **5,364** packages per week or less.

Tier 2 – Surcharge Discount Table B shall apply if Shipper's Weekly Average equals **5,365** packages or more per week.

Tier 1 – Surcharge Discount Table A

Surcharge	Surcharge Discounts
Additional Handling Surcharge - 30 lb. minimum billed weight	55%
Large Package	55%
Delivery Area Surcharge (DAS)	60%
Extended Delivery Area Surcharge (EDAS)	60%
Residential Surcharge	85%
Fuel Surcharge	10%

Tier 2 – Surcharge Discount Table B

Surcharge	Surcharge Discounts
Additional Handling Surcharge - 30 lb minimum billed weight	60%
Large Package	60%
Delivery Area Surcharge (DAS)	60%
Extended Delivery Area Surcharge (EDAS)	60%
Residential Surcharge	90%
Fuel Surcharge	35%

* The Surcharge Discounts set forth in **Tier 2 – Surcharge Discount Table B** above shall be applied as of the Agreement Effective Date and shall continue for a period of sixty (60) days. Thereafter, the Shipper's Surcharge Discount Tier may be adjusted monthly as outlined above.

Exhibit D
Data Protection and Security Standards

1. Personal Information. For purposes of this Exhibit D, "Personal Information" shall mean information or data that identifies, relates to, describes, or is reasonably capable of being associated with, or could reasonably be linked (directly or indirectly) with a particular identifiable consumer or household.
2. Applicable Privacy and Data Security Law. For purposes of this Exhibit, "Applicable Privacy and Data Security Law(s)" shall mean all privacy, security, and data protection laws, rules, and/or regulations in relevant jurisdictions applicable to OnTrac's performance of Services hereunder this Agreement.
3. Protection of Personal Information and Limited Use. OnTrac shall establish and maintain adequate administrative, physical and technical safeguards to protect the confidentiality of Personal Information as required by Applicable Privacy and Data Security Law and this Agreement. OnTrac shall advise Shipper immediately, but in no event later than seventy-two (72) hours after such discovery or notification, in the event that it has reason to believe that there has been unauthorized access to OnTrac's systems which affect Shipper's Personal Information.
4. Restrictions. OnTrac will not "sell" Personal Information, as that term is defined in the CCPA. Further, OnTrac will not use or disclose Personal Information for any purpose other than for its (and its authorized third parties') performance of Services hereunder this Agreement.
5. Data Subject Access Requests. If OnTrac receives a request for access to, deletion of, or further information concerning Personal Information pursuant to any Applicable Privacy and Data Security Law (a "DSAR Request"), OnTrac shall provide Shipper with prompt notification and shall await Shipper's instructions prior to acting on such DSAR Request. If OnTrac receives a DSAR Request from individuals or recipients not associated with an OnTrac account the requestor will be directed to the shipper of the parcel, package, or shipment.

Title	Picanova Inc. - OnTrac Final Mile TSA - 4/25/2025 - CC
File name	Picanova_-_OnTrac_-_TSA_4.25.25.pdf
Document ID	0730757443e4c417c0e626895feac6abf2d5f846
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History



04 / 28 / 2025
17:31:09 UTC

Sent for signature to Philipp Muehlbauer
(philipp.muehlbauer@tcgroup.com) and Michael Cannizzo
(mcannizzo@ontrac.com) from c883198@ontrac.com
IP: 47.196.117.81



04 / 29 / 2025
10:20:34 UTC

Viewed by Philipp Muehlbauer
(philipp.muehlbauer@tcgroup.com)
IP: 89.1.23.214



04 / 29 / 2025
10:22:04 UTC

Signed by Philipp Muehlbauer
(philipp.muehlbauer@tcgroup.com)
IP: 89.1.23.214



04 / 29 / 2025
14:41:08 UTC

Viewed by Michael Cannizzo (mcannizzo@ontrac.com)
IP: 168.151.165.129



04 / 29 / 2025
14:42:17 UTC

Signed by Michael Cannizzo (mcannizzo@ontrac.com)
IP: 45.22.57.204



04 / 29 / 2025
14:42:17 UTC

The document has been completed.