

### THIRD AMENDMENT TO TRANSPORTATION SERVICES AGREEMENT

**THIS THIRD AMENDMENT TO TRANSPORTATION SERVICES AGREEMENT** ("this Amendment"), is effective as of the first Saturday following the date of the last Party's signature below (the "Amendment Effective Date") by and between **Picanova Inc.** ("Shipper") and **Lasership, Inc. dba OnTrac Final Mile** ("OnTrac") (individually as a "Party" and collectively as the "Parties" hereto this Amendment).

**WHEREAS**, the Parties have entered into a Transportation Services Agreement on May 3, 2025, as revised by the First Amendment to Transportation Services Agreement effective June 28, 2025 (the "First Amendment") and the Second Amendment to Transportation Services Agreement effective September 20, 2025 (the "Second Amendment") (the "Amendment[s]"), and;

**WHEREAS**, the Transportation Services Agreement together with the Amendment(s) enumerated above shall be understood to mean the "Agreement" by and between the Parties, and;

**WHEREAS**, the Parties wish to revise the Agreement as stated herein, and;

**NOW THEREFORE**, in consideration of the foregoing mutual promises and covenants performed hereunder by the Parties, and for other good and valuable consideration (the sufficiency and receipt of which are hereby mutually acknowledged by each of the Parties), OnTrac and Shipper hereby agree as follows:

- 1. Amendment(s).** As of the Amendment Effective Date listed above, the Parties agree to replace Exhibit C of the Agreement entitled "Surcharges" which hereby shall be deleted in its entirety, replaced with, and superseded by the provisions attached below as "Restated Exhibit C: Surcharges" ("Restated Exhibit C"). Restated Exhibit C shall be as if originally set forth in the Agreement and shall for all purposes be deemed a part of the Agreement.
- 2. Principles of Construction.** Except as specifically modified by the terms of this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect. Capitalized terms not defined herein this Amendment shall have the same meaning(s) ascribed to them in the Agreement. Whenever the terms or conditions of this Amendment are in direct conflict with those contained in the Agreement (or if applicable any previously executed Amendment[s]) then the terms of this Amendment shall prevail, control, govern, and apply. This Amendment may be executed in any number of counterparts, each of which is an original, but all counterparts of which constitute the same instrument.
- 3. Execution.** Authorized representatives of the Parties, by their mutual signature below, have executed and made effective this Amendment as of the Amendment Effective Date first enumerated above. The undersigned represent and warrant that they are authorized as representatives of the Party on whose behalf they are signing to execute this Amendment and bind their respective Party hereto.

**Shipper**

**Lasership, Inc. dba OnTrac Final Mile ("OnTrac")**

By: Tomasz Biskup

By: Michael Cannizzo

Name: Tomasz Biskup

Name: Michael Cannizzo

Title: HEAD OF L

Title: CCO

Date: 12 / 01 / 2025

Date: 12 / 01 / 2025

## **Restated 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 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 Minimum equals **5,365** packages per week or more.

**Tier 1 – Surcharge Discount Table A**

| <b>Surcharge</b>   | <b>Surcharge Discounts</b> |
|--|----------------------------|
| Additional Handling Surcharge – 30 lb. Minimum billed weight | 70%                        |
| Large Package Surcharge                                      | 55%                        |
| Delivery Area Surcharge (DAS)                                | 60%                        |
| Extended Delivery Area Surcharge (EDAS)                      | 60%                        |
| Residential Surcharge  | 85%                        |
| Fuel Surcharge   | 10%                        |

**Tier 2 – Surcharge Discount Table B**

| <b>Surcharge</b>   | <b>Surcharge Discounts</b> |
|--|----------------------------|
| Additional Handling Surcharge – 30 lb. Minimum billed weight | 70%                        |
| Large Package Surcharge                                      | 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 effective as of the Amendment Effective Date set forth above.

|                         |   |
|-------------------------|---|
| Title                   | Picanova - OnTrac Final Mile TSA - 12/1/2025 - CC |
| File name               | content   |
| Document ID             | 6fd50b28fbf936bf150027844b166b210df0a968          |
| Audit trail date format | MM / DD / YYYY                                    |
| Status                  | ● Signed  |

This document was requested from [lasership.lightning.force.com](https://lasership.lightning.force.com)

## Document History



**12 / 01 / 2025**  
13:24:53 UTC

Sent for signature to Tomasz Biskup (tomasz.biskup@picanova.com) and Michael Cannizzo (mcannizzo@ontrac.com) from cchasse@ontrac.com  
IP: 47.198.230.98



**12 / 01 / 2025**  
13:27:09 UTC

Viewed by Tomasz Biskup (tomasz.biskup@picanova.com)  
IP: 91.102.183.36



**12 / 01 / 2025**  
13:31:37 UTC

Signed by Tomasz Biskup (tomasz.biskup@picanova.com)  
IP: 91.102.183.36



**12 / 01 / 2025**  
14:57:29 UTC

Viewed by Michael Cannizzo (mcannizzo@ontrac.com)  
IP: 151.244.33.219



**12 / 01 / 2025**  
14:58:13 UTC

Signed by Michael Cannizzo (mcannizzo@ontrac.com)  
IP: 12.119.183.210



COMPLETED

**12 / 01 / 2025**  
14:58:13 UTC

The document has been completed.