

AMENDMENT NO. 5
to the
US-Canada Parcel Transportation Services Agreement (Contract # 9804512)
Between
zulily, llc and Purolator International, Inc.

This Amendment No. 5 to the US-Canada Parcel Transportation Services Agreement (Contract # 9804512) (the “Agreement”), made and effective July 1, 2019 (“Effective Date”), by and between **Purolator International, Inc.** (“Carrier” or “Purolator”) and **zulily, llc** (“Shipper” or “Customer”). Carrier and Shipper may be referred to in this Amendment No. 5 as a “party” or together as the “parties.”

WHEREAS, the Agreement was executed by the parties and became effective as of March 31, 2017;

WHEREAS, in accordance with Section 7 of the Agreement, the parties desire to amend certain terms and conditions of the Agreement and Amendment No. 4 to the Agreement, as set forth more specifically in this Amendment No. 5; and

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties hereto, as of the Effective Date of this Amendment No. 5, agree as follows:

1. Purolator established a Quarterly Rebate program for Customer in Section 5 of Amendment No. 4 to the Agreement under which Customer will be eligible to receive a quarterly rebate commencing at the close of Quarter 3 2019 (i.e. September 30, 2019). Following the execution of Amendment No. 4 the parties agreed to amend the Base Quarterly Revenue amounts in Section 5(a) of Amendment No. 4, as follows: for Quarter 3 2018 “\$3,437,791” is stricken and replaced with “\$2,848,432.25”, for Quarter 4 2018 “\$4,758,090” is stricken and replaced with “\$4,244,840.79”, for Quarter 1 2019 “\$3,213,590” is stricken and replaced with “\$2,966,856.11” and for Quarter 2 2019 “\$3,199,471” is stricken and replaced with “\$2,928,019.53”. As a result of the foregoing amendments to the Base Quarterly Revenue amounts, the terms and conditions of the Quarterly Rebate program set forth in Section 5 of Amendment No. 4 are hereby revised and amended as follows:

Effective July 1, 2019, Customer will be eligible to receive a quarterly incentive rebate of four (4%) percent of the year-over-year (“YOY”) incremental quarterly revenue growth (“Quarterly Rebate”), based on the current calendar year quarterly Net Transportation Revenue measured against the Base Quarterly Revenue, as defined below. For purposes of this Quarterly Rebate program the “Net Transportation Revenue” includes base delivery rates and accessorial charges invoiced to Customer, but excludes fuel surcharges, taxes and duties. The Quarterly Rebate shall be paid within thirty (30) days after the close of the quarter (i.e. Q3 Quarterly Rebate is due October 30), provided Customer’s accounts receivable are current. The rebate payout will be structured as follows:

- a. The “Base Quarterly Revenue” for purposes of this Quarterly Rebate program shall be fixed at the Net Transportation Revenue for Quarter 3 2018 of \$2,848,432.25, Quarter 4, 2018 of \$4,244,840.79, Quarter 1, 2019 of \$2,966,856.11 and Quarter 2, 2019 of \$2,928,019.53.
- b. The “Current Quarterly Revenue” shall be the revenue for the current quarter that is eligible for a rebate.
- c. Customer will be eligible to receive a 4% rebate of the YOY incremental quarterly revenue growth achieved in the Current Quarterly Revenue as measured against the corresponding Base Quarterly Revenue (i.e. Current Q1 is measured against Base Q1 2019, Current Q2 is measured against Base Q2 2019, Current Q3 is measured against Base Q3 2018 and Current Q4 is measured against Base Q4 2018). The 4% rebate will be calculated as follows: (Current Quarterly Revenue) minus (Base Quarterly Revenue) equals (YOY incremental revenue); and Customer’s rebate shall equal 4% of the YOY incremental revenue increase.
- d. For example, if Customer’s Base Quarterly Revenue for Q4 2018 was \$3 million and in the subsequent contract year the Customer’s corresponding Current Quarterly Revenue for Q4 2019 is 3.5 million, the YOY incremental revenue growth would be \$500,000, and the Customer would be eligible to receive a rebate on or before January 30, 2020 of \$20,000 (500,000 x 4%).

2. As of July 23, 2019, Purolator shall waive application of all Courier Beyond fees, rates and surcharges as set forth in the “Courier Ground Accessorial Fees” schedule and associated “Beyond Points Table” annexed as Appendix B to the Agreement.

3. Except as explicitly provided herein, all terms, conditions and provisions of the Agreement shall continue in full force and effect. In the event of a conflict between the terms of the Agreement and this Amendment No. 5, this Amendment No. 5 shall control.

IN WITNESS WHEREOF the parties hereto agree to the terms contained herein on the above Effective Date.

Purolator International, Inc.

By:  Roslyn Samtleben
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Name: Roslyn Samtleben

Title: SVP & CFO

I have authority to bind Purolator International, Inc.

zulily, llc

By:  Vipin Varkey
64CA4B99F76A49D...
vipin varkey

Name: _____

Title: Vice President, Transportation

I have authority to bind zulily, llc.