

BROKER CARRIER AGREEMENT

This Broker Carrier Agreement (this “Agreement”), is made effective by and between RPM Europe B.V., located at Keizersgracht 555, 1017 DR, Amsterdam, the Netherlands (“Broker”), and the company that provides transportation and related services under contract (“Carrier”).

WHEREAS, Broker arranges for the transportation of freight and products owned or controlled by its customers (individually and collectively, “Customers”), which includes the selection of a carrier and the payment of transportation charges, whereby Broker acts as a freight forwarder (in Dutch: ‘*expediteur*’) within the meaning of Article 8:60 of the Dutch Civil Code and never as a carrier, neither contractual nor factual carrier (in Dutch: ‘*papieren of feitelijk vervoerder*’); and

WHEREAS, Broker desires that Carrier perform transportation of shipments that Broker has obtained under its arrangements with its Customers, subject to the terms and conditions of this Agreement (the “Services”), whereby Carrier acts as a contractual or factual carrier (in Dutch: ‘*papieren of feitelijk vervoerder*’) and never as a freight forwarder (in Dutch: ‘*expediteur*’).

THEREFORE, for valid consideration received, Broker and Carrier (the “Parties”) agree as follows:

GENERAL BUSINESS COVENANTS

1. **Term.** The term of this Agreement shall commence on the Effective Date and shall continue thereafter from year to year until terminated by either Party, with or without cause, on thirty (30) days prior written notice at any time. Broker can terminate the Agreement with immediate effect by registered letter, in the event i) Carrier’s company ceases or the business discontinues, ii) Carrier loses its legal personality, is dissolved or effectively liquidated, iii) a considerable part of Carrier’s assets has been attached, iv) Carrier applies for a (provisional) suspension of payment or it has been granted a (provisional) suspension of payment or v) Carrier files a petition for bankruptcy or has been put into bankruptcy.

2. **Independent Contractor; Performance of Services.** Carrier understands and agrees that Carrier is an independent contractor of Broker and that Carrier has exclusive control and direction of the work Carrier performs pursuant to this Agreement and each Tender Document (defined below). Nothing in this Agreement shall be deemed to create any partnership, joint venture, employment, agency or fiduciary relationship between Parties. The terms and conditions of this Agreement shall apply to every Tender Document and to each transportation to be performed by Carrier. In the event of conflict between the applicable law, the terms and conditions of this Agreement and the documents specified in this Agreement, the order of precedence shall be as follows: i) mandatory rules provided for in laws, conventions, statutes or regulations, ii) this Agreement, iii) the Tender Document and iv) any rules provided for in non-mandatory laws, conventions, statutes or regulations. Carrier agrees to perform the Services under this Agreement in accordance with the highest standards of the industry, operating under its own authority, using its own employees and using its own means of transport, unless Carrier makes use of permitted subcontractors in accordance with Section 35 of this Agreement, in which event the subcontractor must comply with the aforementioned standards. Carrier shall be wholly responsible for performing the contemplated transportation and for all costs and expenses of such transportation, including, without limitation, costs and expenses of all Carrier’s transportation equipment, its maintenance, and those persons who operate it. In providing Services, Carrier represents and warrants that the driver(s) utilized are competent and properly licensed and are fully informed of their responsibilities for the protection and care of the involved commodities.

3. **Compliance with Applicable Laws and Regulations.** Carrier warrants that it will fulfil all obligations arising from and comply with all applicable statutes, rules and regulations and/or arising from this Agreement with respect to the performance of the Services. The obligations mentioned in this clause include – but are not limited to – the obligation to pay taxes, obligations relating to the employment of employees and obligations to obtain all required permits and licenses. Carrier warrants that Carrier and its employees, shall comply with all obligations arising from the international and national regulations of private and public law, statutes and rules applicable to the Services, including – but not limited to – privacy and data protection laws and regulations, customs regulations, immigration laws, working permit requirements and EU Regulation (EC) No 1072/2009 on common rules for access to the international road haulage market and legislation related thereto. Carrier warrants and confirms that Carrier shall comply with all requirements of all applicable social law (including – but not limited to – the Dutch “*Wet minimumloon en minimumvakantiebijslag*”, the Dutch “*Wet arbeid vreemdelingen*”, the German “*Mindestlohngesetz*” and the French “*SMIC*”) and/or other local law in and outside Europe that may apply to the performance of the Services. Carrier agrees not to accept a shipment from Broker if that shipment would require Carrier or any of its employees to exceed or violate any speed or safety law, rule or regulation. Carrier shall indemnify, defend and hold Broker and its Customers harmless from and against any and all liabilities, demands, claims, losses, costs, damages, fines, taxes, duties and expenses (including attorneys’ and other professional fees) arising from or relating to Carrier’s or its employee’s non-compliance with this Section 3.

4. Successors and Assigns. This Agreement shall be binding upon the successors and permitted assigns of the Parties. Carrier shall not assign this Agreement, or any part thereof, without the prior written consent of Broker.
5. Venue and Choice of Law. This Agreement will be governed by and construed in accordance with the laws of the Netherlands. All disputes, claims, controversies, and disagreements in relation to or arising out of this Agreement, including actions with regard to indemnity, shall be exclusively submitted to arbitration under the Arbitration Rules of the German Maritime Arbitrations Association (GMAA). The seat of the tribunal shall be in Hamburg, Germany and hearings shall be held in Hamburg, Germany, in the English language. The arbitration tribunal shall apply the the Convention on the Contract for the International Carriage of Goods by Road, signed in Geneva on 19 May 1956, as amended by the Protocol to the Convention on the Contract for the International Carriage of Products by Road, signed in Geneva on 5 July 1978 ("CMR Convention") and/or any other applicable convention(s). Notwithstanding the foregoing, Broker may, at its exclusive option, also bring any claim or action against the Carrier before the competent Court in Rotterdam, the Netherlands.
6. Terms and Conditions. The parties acknowledge and agree that the additional terms and conditions of Broker as specified in **Annex 1** to this Agreement, are expressly incorporated into, and form a material part of, this Agreement. By its execution and/or acceptance of this Agreement, Carrier acknowledges that it has read, understands and agrees to comply with the additional terms and conditions as specified in **Annex 1**. No general terms and conditions or standard conditions used by the Carrier shall apply to the Agreement. The applicability of any conditions mentioned on a Transport Document (defined below) is explicitly excluded. In the event, the Carrier nonetheless declares general or standard terms and conditions to be applicable to the Agreement or to the Tender Document or individual transportation at hand, these are hereby explicitly rejected by Broker.
7. Modification. No waiver, alteration or modification of any of the provisions of this Agreement, or any Tender Documents, shall be binding upon either Party unless in writing and signed by the duly authorized representative of the Party against whom such waiver, alteration or modification is sought to be enforced.
8. Savings Clause. Should any (part of a) provision of this Agreement be or become partially void or nonbinding, Parties will be bound by the remaining (part(s) of the) provisions. Parties will replace the void and nonbinding parts by parts which will be valid, and binding and the legal consequences thereof must, in view of the contents and scope of this Agreement, correspond as much as possible with those of the void and nonbinding part thereof. Carrier agrees that the termination, breach or invalidity of this Agreement or any Tender Document does not cause Carrier's rules tariff (s), circular(s) or other publication(s) to govern the transportation and related services that Carrier provides to Broker or its Customers.
9. Waiver. No provision of this Agreement or any Tender Document shall be waived by any Party, unless such waiver is written and signed by the authorized representative of the Party against whom such waiver is sought to be enforced. Waiver by either Party of any breach or failure to comply with any provision of this Agreement or any Tender Document by the other Party shall not be construed as, or constitute, a continuing waiver of such provision, or a waiver of any other breach of or failure to comply with any other provision of this Agreement or any Tender Document.

RPM BROKER CARRIER AGREEMENT - 2

10. Notices. All notices required by or related to this Agreement shall be in writing and sent to the Parties at the addresses set forth below and shall be deemed given when personally delivered, by confirmed facsimile, or three (3) days after having been mailed by certified mail, return receipt requested, to the following addresses:

Notice Addresses:

Broker

RPM Europe B.V.

Sergio Gutierrez

Keizersgracht 555, 1017 DR. Amsterdam, NL

sergio@loadrpm.com

Either Party may change the address to which future notices are to be addressed by giving written notice of such change to the other Party.

11. Non-Exclusive Dealing. This Agreement does not grant Carrier an exclusive right to perform the Services for Broker or its Customer(s). Broker does not guarantee any specific amount of shipments, tonnage, or revenue to Carrier. Broker is not restricted against tendering its freight to other carriers; Carrier is not restricted against performing transportation for other shippers.
12. Assignment of Rights to Payment by Carrier. Any factoring, assignment, pledge, hypothecation or granting of a security interest in Carrier's right to payment hereunder shall in no event modify, limit or terminate (i) the unlimited and unilateral rights of set-off or recourse provided to Broker hereunder or by law; or (ii) claims of Broker for set-off, recourse, loss or damage to any cargo or other property, including personal injury, or any other claim which Broker may have against Carrier for any reason. All of Broker's claims and rights are specifically preserved and shall be superior to any rights or claims to payment of any assignee, factor or creditor, regardless of any notice to Broker to the contrary. Carrier shall notify any such assignee, factor or creditor of Broker's rights in this regard.
13. Miscellaneous. This Agreement may be executed by facsimile and in one or more counterparts and each of such counterparts shall, for all purposes, be deemed to be an original, but all such counterparts shall together constitute one and the same instrument. In the event either Party incurs attorney's fees, costs or expenses in enforcing any of the provision of this Agreement, or in exercising any right or remedy arising out of any breach of this Agreement by the other Party or their agents, subcontractors or representatives, the prevailing Party shall be entitled to an award of attorney's fees, costs and expenses against the defaulting Party.

INSURANCE & LIABILITY

14. Insurance. Carrier, at Carrier's expense, shall maintain during the term of this Agreement an adequate liability insurance against all risks which can reasonably be expected in the performance of the Services, such as loss or damage to the goods during transport (cargo damage), liability for damage caused to property of Broker, its Customer(s) or third parties (property damage), third party motor vehicle liability as well as liability for bodily injury damage and damage upon the death of employees and agents engaged in the performance of the Services (personal injury). Unless otherwise agreed, the insurance policies that must be taken out and maintained by the Carrier are: i) an employer's liability insurance with minimum limits of not less than EUR 1,000,000 per claim arising from any event or series of events, covering all employees and agents engaged in the performance of the Services and containing and indemnity to principals clause in order to protect Broker against claims for damages that are for Carrier's liability and responsibility, ii) a liability insurance with combined bodily injury and property damage minimum limits of not less than EUR 2,000,000 per occurrence or series of occurrences arising from one event, containing an indemnity to principles clause in order to protect Broker against claims for damages that are for Carrier's liability and responsibility, iii) a third party motor vehicle liability insurance which shall comply with applicable laws and regulations, iv) a Carrier's liability insurance for the transport modes performed under this Agreement, up to EUR 3,000,000 per container or equivalent transport unit used for the carriage, and v) such other policies as may from time to time be required by any applicable laws and regulations and/or by current good practice of prudent contractors providing the same or similar services. Carrier shall furnish written evidence of its insurance coverage to Broker upon request and shall advise Broker of any change in its insurance coverage thirty (30) days prior to the effective date of such change. Carrier's insurance will be deemed primary in the event of loss or damage. Carrier's indemnification obligations described in this Agreement will not be reduced or limited by the actual insurance policy limits that Carrier chooses to purchase.

RPM BROKER CARRIER AGREEMENT - 3

15. Period of Liability. The period of liability of Carrier for transportation to be performed under this Agreement commences at the time when Carrier or its employee becomes in effective control of the first goods that are subject to the Services (“Goods”) in order to have the Goods loaded onto a means of transport in order to perform the Services. The period of liability ends at the time of delivery by Carrier or its employee to the consignee or receiver whose name is mentioned on the Transport Document. Delivery has taken place at the time all Goods have been discharged from the means of transport and are accepted by or on behalf of the consignee or receiver at the delivery point that is specified in the Transport Document. The period of liability of Carrier or its employee under this Agreement does not end by the refusal by the consignee or receiver at the delivery point to take delivery of the Goods. In case of refusal to take delivery of the Goods, Carrier must immediately contact Broker to discuss this and to ask further instructions.

16. Combined transport. If the transportation of the Goods takes place by means of multiple transport modes (combined transport), each part of the carriage (transport mode) shall only be governed by the rules of law applicable to that part of the carriage (transport mode) as set out in this Agreement. The applicability of Section 2 of Title 2 of Book 8 of the Dutch Civil Code (Articles 8:40 up to and including 8:52 of the Dutch Civil Code) is explicitly excluded. In case Carrier fails to prove during which transport mode damage, loss or delay occurred, the liability of Carrier is governed by the CMR Convention and the rules applicable to carriage by road as set out in this Agreement. If the Carriage is actually performed by means of a transport mode that is not mentioned in this Agreement, the liability of Carrier shall be governed by the CMR Convention and the rules applicable to carriage by road as set out in this Agreement.

17. Carrier’s Liability. Unless exclusively governed by a law, regulation or convention which mandatorily applies to the Services, the liability of Carrier for any loss, damage and/or delay occurring during or in relation to the performance of the Services is solely governed by this Section 17 up to and including Section 31 of this Agreement, containing specific stipulations for the various transport modes, as well as stipulations applying to all transport modes.

18. Force Majeure. Any act of God, earthquake, flood, terrorist attack, war or other circumstance that the Party relying on Force Majeure could not have avoided and the consequences of which it could not have prevented, shall characterize as Force Majeure. It is explicitly agreed that any delay due to strikes or similar labor actions, border blockades, closures or blockades (temporary or permanently) of ports, inland waterways, railway lines, shunting areas, yards or terminals or people trying to gain access to means of transport does not fall within the scope of Force Majeure. Parties will not be liable if the other Party proves that the damage, loss or delay or other breach of any obligation under this Agreement results from a circumstance characterizing as Force Majeure. Carrier must always make all reasonably required efforts to end the Force Majeure event.

19. Declared value. If the value of the Goods exceeds the amount of the limitation amount set forth in the CMR Convention, or any other laws or convention applicable to the relevant Services, Broker shall be entitled to instruct Carrier to include the value of the goods on the Transport Document, by adding the following wording: “*A declared value of the goods of EUR [•] was agreed upon.*” The amount of the declared value shall substitute the limitation set forth in the relevant laws or convention.

20. Special interest. If Broker or its Customer has a special interest in the delivery of the Goods, Broker will be entitled to instruct Carrier to specify the amount of the special interest in delivery on the Transport Document, by adding the following wording: “*A special interest of EUR [•] was agreed upon.*” If a declaration of special interest in delivery has been made, Carrier shall be liable for all losses and damages resulting from the non-delivery or late delivery, up to the amount of the agreed special interest.

21. Carrier’s Liability; Road. In case of domestic or international carriage by road, Carrier shall be liable towards Broker and its Customer, in the event of damage to and whole or partial loss of the Goods, as well as delay in delivery of the Goods, in accordance with the provisions of the CMR Convention. Carrier shall take all reasonable measures necessary to avoid theft of and/or damage to the Goods. These measures will include the use of tracking devices, exclusive use of parking facilities under surveillance and performance of the Services by two drivers when requested. Broker is entitled to give any reasonable further instructions and Carrier agrees to follow such instructions. The driver of Carrier shall always have a ‘clean tachograph disk’ at the start of each carriage, meaning that the driver should have taken its obligatory rest periods before commencement of the carriage. Carrier must always do the utmost to prevent unauthorized persons from gaining access to vehicles. Carrier shall comply with international and national regulations of public law related to the maximum allowed gross weight during the performance of the Services. Overloading is not allowed. Carrier indemnifies and holds Broker harmless against all damage or loss arising from the liability of Broker by virtue of Article 22 CMR Convention.

RPM BROKER CARRIER AGREEMENT - 4

22. Carrier's liability: Sea. In case of carriage by sea, Carrier shall be liable towards Broker in the event of damage to and whole or partial loss of the Goods, as well as delay in delivery of the Goods, in accordance with the provisions of the Hague-Visby Rules. Carrier shall deliver the Goods at the agreed port of discharge at the agreed time. All departure, arrival and voyage times by or on behalf of Carrier are guaranteed. Carrier may not without prior approval from Broker change sailing schedules and timetables. General average shall be adjusted at Rotterdam, the Netherlands according to the York-Antwerp Rules, 2004. Carrier shall be under no obligation to exercise any lien and/or to collect any security in respect of general average sacrifice of the Goods. If Carrier delivers the Goods to the consignee without claiming any security for contribution to general average, Carrier is deemed to have waived its right to claim general average costs from Broker. Carrier indemnifies and holds Broker harmless against all damage or loss arising from the liability of Broker by virtue of Article IV (6) Hague-Visby Rules.

23. Carrier's liability: Rail. In case of domestic or international carriage by rail, Carrier shall be liable towards Broker in the event of damage to and whole or partial loss of the Goods, as well as delay in delivery of the Goods, in accordance with the provisions of the COTIF-CIM Convention.

24. Carrier's liability: Inland waterways. In case of domestic or international carriage by inland waterways, Carrier shall be liable towards Broker in the event of damage to and whole or partial loss of the Goods, as well as delay in delivery of the Goods, in accordance with the provisions of the CMNI Convention. General average shall be adjusted at Rotterdam, the Netherlands, according to the General Average Rules IVR, 2006. Carrier shall be under no obligation to exercise any lien and/or to collect any security in respect of general average sacrifice of the Goods. If Carrier delivers the Goods to the consignee without claiming any security for contribution for general average, Carrier is deemed to have waived its right to claim general average costs from Broker.

25. Carrier's liability: Air. In case of carriage by air, Carrier shall be liable towards Broker in the event of damage to and whole or partial loss of the Goods, as well as delay in delivery of the Goods, in accordance with the provisions of the Montreal Convention.

26. Carrier's liability: Handling, loading, stowage, discharge. Carrier takes care of the correct handling, loading, stowage and discharge of the Goods in accordance with the best practices of prudent carriers. Carrier warrants that its employees comply with all applicable statutes, rules and regulations during loading and discharge. Carrier shall always sufficiently check whether the loading and/or stowing is in accordance with all applicable statutes, rules and regulations. Carrier is liable for all damages to the Goods resulting from a breach of any aforementioned obligations. Carrier warrants that there will be no arms, stowaways, contraband, illegal drugs, cigarettes, alcohol or other unlawful merchandise stowed in or on board of the means of transport. Carrier shall indemnify, defend and hold Broker harmless for any and all costs, liabilities, fines, penalties or whatsoever Broker may suffer or incur as a result of Carrier's breach of the warranty hereunder and irrespective whether it acted in good faith or not.

27. Carrier's Liability: General. In the event that in any relation to the performance of the Services damage is caused to: i) property of Broker or its Customer, not being the Goods, ii) an employee of Broker or its Customer, iii) an agent of Broker or its Customer or its property, iv) property of a third party or the third party itself, or v) any other damage or loss, not being damage to, loss of or delay in delivery of the Goods itself, Carrier shall be fully liable for this damage or loss towards Broker or its Customer or the third party.

28. Cargo Claims. Carrier shall pay to Broker, or Broker may offset from the amounts Broker owes Carrier, for any losses arising from goods so lost, delayed, damaged or destroyed. Carrier shall not allow any of the Goods to be sold or made available for sale or otherwise disposed of in any salvage markets, employee stores or any other secondary outlets without Broker's prior written consent. Carrier agrees to either pay or settle all cargo claims within 60 days of the receipt of a claim. Carrier agrees to notify Broker's Claims Department in writing, immediately whenever an accident or potential claim occurs and provide Broker with any written reports, affidavits or other assistance necessary to assess the claim. Carrier shall use its best efforts to remedy the situation immediately. If Carrier for any reason fails or refuses to implement a remedy measure promptly, Broker shall be entitled to perform such measure itself, or by means of others and Carrier shall pay the costs thereof.

29. Broker's Liability. Broker shall not be liable for any damage, loss, costs or whatsoever, unless Carrier proves that the damage has been caused by the willful intent or gross negligence of Broker or its management. In any event, Broker's liability shall in all cases be limited to EUR 50,000 per occurrence or series of occurrences with one and the same cause of damage, with a maximum annual aggregate liability of EUR 100,000.

RPM BROKER CARRIER AGREEMENT - 5

30. Hazardous goods. Carrier warrants that all applicable statutes, rules and regulations will be complied with during the performance of the Services in respect of Goods that characterize as hazardous goods, including – but not limited to – the European Agreement concerning the International Carriage of Dangerous Products by Road (ADR). Carrier warrants that hazardous goods will only be loaded into or discharged from means of transport at places designated for that purpose. Pursuant to Article 8:1213 and/or Article 6:175 (2) of the Dutch Civil Code, in case of transportation of hazardous goods, Carrier is liable for all damages sustained by Broker, its Customer or any other party when any danger materializes.

31. Indemnification. Carrier agrees to indemnify, defend and hold Broker and its Customers, and their respective officers, directors, managers, members, shareholders, employees, agents and assigns, harmless from and against any and all fines, penalties, costs, demands, damages, (including bodily injury and property damage) losses, obligations, claims, liabilities and expenses (including reasonable attorney's fees) of whatever type or nature arising out of or related to: (i) the maintenance, use or operation (including loading and unloading by Carrier) of any motor vehicle or equipment in performance of Services under this Agreement; (ii) any and all acts or omissions of Carrier or its employees in providing the Services, (iii) an alleged violation by Carrier, as well as its employees, of any applicable laws, regulations or conventions, and (iv) any use, operation, maintenance or possession of any owned or leased equipment by Carrier. The obligations of Carrier under this Section shall survive termination of this Agreement.

SERVICES

32. Performance of Services. Carrier agrees to meet Broker's distinct transit and pricing requirements agreed to by the Parties from time to time as confirmed by the Broker's issuance of a Tender Sheet, Pre-note, Rate Confirmation, Transport Document, Proof of Delivery or other load tender document that Broker may use from time to time (in each case, a "Tender Document"). Additional service requirements of Carrier are as follows:

- Carrier shall undertake to timely deliver the Goods in conformity with the Tender Document or other notifications of Broker. Carrier shall immediately notify Broker of any likelihood of delay. Carrier shall transport all freight tendered by Broker only on equipment operated under Carrier's authority.
- Carrier shall comply with all of Broker's reasonable shipping instructions communicated to Carrier.
- Carrier shall obtain from the consignee a complete, signed delivery receipt and inspection form for each shipment, and it shall notify Broker immediately of any exception on any document. Carrier shall send Broker scans of delivery receipts and Transport Documents within forty-eight (48) hours of delivery.
- Carrier is responsible for ensuring that all Goods are properly blocked and braced or nylon strap tie downs for transportation to allow for the safe and damage-free delivery of the goods and to avoid damage to other property.
- Carrier is responsible to determine that the Goods being shipped are in apparent good order and condition, to the extent that such is ascertainable through a visual examination of the exterior of the Goods shipped, before loading and, in the event that they are not, Carrier will contact Broker for further instructions.
- Carrier warrants that all means of transport and equipment used for the Services are clean and ready for inspection. Before Goods are loaded, Carrier shall always check whether the means of transport is suitable for the carriage.
- Carrier warrants that it has available and shall provide experienced, capable, licensed, competent and adequate personnel for the performance of the Services.
- Carrier warrants that all employees involved in the performance of the Services can always immediately be reached by phone during the performance of the Services.

33. Transport documents and Delivery Receipts. Carrier, Broker or Customer shall issue the right (CMR) consignment notes, Bills of Lading and/or waybills ("Transport Documents") for each carriage and/or transport mode. For carriage by road, a CMR consignment note shall be issued. The consignment note shall mention Carrier's name in the box designated for Carrier (box 16 of the CMR note). In case of permitted subcontracting, the consignment note carries the name of the subcontractor in the box designated for the subcontractor or successive carrier, if any (box 17 of the CMR note). Carrier shall sign all consignment notes on behalf of Broker as signor on the place of loading and on behalf of the consignee at the place of delivery. All terms or conditions written or printed on the receipts or Transport Documents which have not been specifically agreed to by Broker, either in this Agreement or on any signed addenda hereto, shall have no binding effect against Broker. The receipt of a Transport Document issued or executed by Carrier shall be prima-facie evidence of receipt of Goods in good order and condition by Carrier unless otherwise noted on the face of said document. Carrier shall submit to Broker the original signed Transport Document evidencing good delivery of the Goods, unless otherwise specifically agreed by Broker; and in that case, Carrier shall maintain custody of the original signed Transport Documents and will provide them to Broker upon request and in any event within 120 days of delivery. If Carrier fails to maintain and provide the Transport Documents as agreed, Carrier assumes all risk of loss resulting from the failure to prove good delivery. In the event that Carrier's personnel are not allowed or afforded an opportunity to view and/or examine the Goods in order to ascertain the condition of those Goods prior to loading on to Carrier's vehicle, Carrier's personnel shall immediately notify Broker and await instructions prior to transporting the shipment, and shall note on the Transport Document that they were not allowed or afforded an opportunity to view and/or examine the Goods shipped.

RPM BROKER CARRIER AGREEMENT - 6

BUSINESS CONDUCT

- 34. Rates and Charges.** The rates and charges that shall be in effect for all movements tendered to Carrier by Broker shall be as set forth on the Tender Document issued by the Broker and given to Carrier (the “Charges”). Carrier represents, warrants and agrees that there are no other applicable rates or charges except those set forth on the Tender Document issued by Broker from time to time. Carrier agrees that it shall not bill the Customer, shipper/consignee or any third party directly nor shall it communicate in any manner, directly or indirectly, with Broker’s Customers, consignors, consignees or any party other than Broker, concerning the collection of any of the Charges relating to the Services accruing in connection with or as a consequence of this Agreement; and waives any right it may otherwise have to proceed or commence any action against any such party for the collection of any freight bills or other costs or claims arising out of the Services performed by Carrier under this Agreement. Carrier will not accept payment from a Customer, any shipper/consignee or any third party for providing Services under this Agreement. Carrier’s performance of the work contained in the Tender Document, or commencement to perform, is confirmation of acceptance of the Charges contained in that document. No other rates, terms, conditions, charges, fees, expenses or any other amounts shall be payable by Broker to Carrier unless such items are included in the written Tender Document. Nothing in any Transport Document or other Carrier issued document shall be binding upon Broker. Unless specifically included in the Tender Document, Broker shall not be required to make payment for any accessorial charges, equipment or escort rentals for the tendered movement, or any other special permitting or operating expenses.
- 35. No subcontracting.** Except as provided in this Section, Carrier shall not, in any manner, sub-contract, broker or tender to any third party for transportation, any freight tendered to Carrier by Broker for transportation pursuant to this Agreement. Carrier may subcontract the Services that Carrier has agreed to perform for Broker under this Agreement to a subcontractor, only if: (i) Carrier provides Broker prior written notice of such subcontracting, (ii) Broker acknowledges in writing, that the subcontracting may occur, (iii) Carrier remains liable for the full and faithful performance of all obligations contained in this Agreement, including the obligation to indemnify Broker and Customer in accordance with Section 33, as if no such subcontracting has taken place and (iv) Carrier shall make sure that subcontractors and their employees comply with all obligations of Carrier and/or its employees contained in this Agreement. Nothing in this Agreement shall permit or allow Carrier to assign or delegate any of its other duties or obligations under this Agreement, without the prior consent of Broker. Carrier shall not make use of any freight exchange platform such as TeleRoute, and Fracht.
- 36. Payment.** On a monthly basis, Carrier will issue Broker an invoice for any amounts due and owing by Broker pursuant to this Agreement. Unless otherwise agreed in writing, if the Parties have agreed on a declaration of value or special interest in delivery as described in Sections 19 and 20 of this Agreement, these additional fees will be separately invoiced by Carrier. Payment of all undisputed invoiced amounts shall be made by Broker within thirty (30) days from the date of the invoice. No payment by Broker shall limit Broker’s right to later dispute any of the charges invoices and payment shall not be construed as Broker’s approval of work or acknowledgment that any part of the work has been satisfactorily completed.
- 37. Waiver of Carrier’s Lien.** Broker, its Customer or the third party entitled shall retain the ownership of the Goods during the performance of the Services and Carrier shall never acquire the ownership of the Goods. Carrier, for itself and on behalf of all of its agents or subcontractors, does not hold a right of retention or lien, nor a right of pledge, nor any other restricted right with respect to the Goods, nor any other object, document or asset belonging to Broker or its Customer or the third party entitled for any and all sums, including – but not limited to – freight, dead freight, demurrage, detention, costs, dues, taxes, tolls, fines, penalties or claims for damages or indemnity payable to Carrier or related to the Services under this Agreement or any previous shipments by Broker and for general average and/or salvage contributions to whom due, and for the cost of recovering the same, and for that purpose Carrier shall not have the right to sell the Goods by public auction or privately and recover all his costs therefrom. Carrier shall not withhold delivery of any freight due to any dispute with Broker or Customer and Carrier is not entitled to set off any (possible) right to compensation of Broker against an obligation to pay Broker.
- 38. Insolvency.** In the event of insolvency proceedings being instituted by or against Carrier, then Broker, any agent of Broker, or Broker’s Customer may immediately enter upon any owned or leased property of Carrier where any cargo, goods or Customer owned or leased equipment may be found and take possession of such goods or owned or leased equipment without notice or liability to Carrier.
- 39. Set-Off and Recoupment.** Broker may set off, withhold, suspend, recover or recoup any amounts payable to Carrier hereunder or under any other agreement or arrangement between Carrier and Broker, or any of its affiliates, subsidiaries against. In addition, in the event Broker makes payment to Carrier as provided herein and Carrier fails to make payment to any subcontractor, then Broker may, at its option and sole discretion, pay such subcontractor and offset the amount paid against any amounts owed or to be owing to Carrier by Broker. Failure to comply with any law or regulation, or any breach of any element of this Agreement, howsoever minor, may result in non-payment for freight charges and/or set off and recoupment claims.

RPM BROKER CARRIER AGREEMENT - 7

40. Hostage Loads. For purposes of this Agreement “hostage loads” is defined as the refusal by Carrier to immediately release the Goods upon demand or otherwise exerting unauthorized control over freight, refusal to deliver a load at the scheduled time and place of delivery, refusing to provide Broker with information on the location of shipper’s freight or refusing to deliver, or failure to release or produce such freight. In the event that Carrier does hold freight hostage, Carrier agrees to pay Broker EUR 5,000.00 for each day that freight is held. Carrier agrees that such amount constitutes a reasonable penalty. Broker shall be entitled to all other available or alternative remedies at law in the case of hostage loads and shall be entitled to – besides a penalty – recover any compensation for actual damage, loss or costs Broker suffered or suffers from Carrier
41. Confidentiality. Carrier shall not utilize Broker’s name or identity in any advertising or promotional communications without written confirmation of Broker’s consent and the Parties shall not publish, use or disclose the contents or existence of this Agreement except as necessary to conduct their operations pursuant to this Agreement.
42. Entire Agreement. This Agreement, together with the Tender Documents issued by Broker constitutes the entire agreement between the Parties and supersedes all other oral and written communications, agreements and contracts between Carrier and Broker with respect to the subject matter of this Agreement. Any provisions on any Carrier-provided form whether before or after the execution of this Agreement, shall be deemed null and void and of no effect and shall not modify the terms and conditions of this Agreement.

Drivers Name, Cell Phone, and Truck/trailer number are all required to be provided to RPM by the carrier at the time the load is dispatched.

REQUIRED IF YOU ARE HAULING VEHICLES:

- It's preferable for the driver to utilize RPM's Driver APP
- Driver must record full 17-digit VIN upon pick up
- Driver must report to RPM Freight Systems the VINs upon pick up.
- Driver must fill out Vehicle Inspection Report for each unique VIN upon pick up. Record damage codes and provide pictures of relevant damage
- Driver must get a signature or stamp on the aforementioned Vehicle Inspection

ELECTRONIC INVOICE AND SCANNED PROOF OF DELIVERY DOCUMENT MUST BE PROVIDED TO RPM WITHIN 24 HOURS OF DELIVERY

RPM Payment Terms

- Net 30 Payment via wire transfer within 30 days of receiving complete and legible paperwork.
- QuickPay Payment via wire transfer within 3 business days of submitting complete and legible paperwork for a 5% Quick Pay fee.
- Failure to provide any of the required information on this agreement can result in delayed, short, or non-payment of charges.

Where do I send my paperwork?

- Net 30 All Electronic paperwork for Net 30 payments should be emailed to ap.europe@loadrpm.com
- QuickPay All paperwork for QuickPay payments should be emailed to quickpay.europe@loadrpm.com
- Hard Copy of CMR + relevant transport documents must be sent to: RPM Europe BV, Keizersgracht 555, 1017 DR, Amsterdam, The Netherlands **within 10 working days of completion of delivery.**

Paperwork Requirements

1. Include RPM Load Number in the Subject Line of E-Mail
2. Transport Documents/ CMR - must include the origin and destination addresses and be signed by both the shipper and receiver
3. Vehicle Inspection Report - full 17 digits of each VIN must be recorded (vehicle shipments only)
4. RPM Transport Order.
5. Any other accompanying paperwork.

Submission must include RPM Shipment ID and (1) invoice per email. Please check images for legibility prior to submitting. RPM WILL NOT PAY IF PAPERWORK IF NOT LEGIBLE Please email status.europe@loadrpm.com for all other billing questions or payment inquires

RPM BROKER CARRIER AGREEMENT; ADDITIONAL TERMS

1. Unless Broker provides written notice in the Transport Order that this term does not apply to the particular shipment, Carrier's motor vehicle equipment shall be dedicated to Broker's exclusive use while transporting Goods tendered by Broker pursuant to the Transport Order and the Agreement. Carrier's violation of this exclusive use requirement shall result in Carrier's forfeiting its right to be paid for the transportation services contemplated by the Rate Confirmation.
2. This rate is contingent upon successful and on-time completion of all load terms as orally stipulated or written on the Transport Order and rate may be subject to reduction if Carrier fails to complete any shipment terms and conditions. Rate may be reduced if load picks up or delivers after originally scheduled time and date. Carrier acknowledges that failure to complete any terms and conditions on the shipment may jeopardize or result in loss of future business opportunities with Broker and/or cancellation of the Agreement.
3. Accessorial charges (including but not limited to labor, detention, and/or layover charges) must be authorized and approved prior to or at time of occurrence. Broker will not provide any reimbursement of any non, prior-approved accessorial charges. Carrier shall ensure the Transport Document is notated either when handling is required or when detention occurs, that a lumper receipt is provided when a lumper is hired, and/or that both are included as supporting documents with the Carrier's invoice.

4. Customer requires that Carrier provides tracking updates, for the particular shipment, through Broker, around the following events via EDI, Macropoint, 4Kites or Turvo Application (unless otherwise specified on the Transport Order):

- Arrival at and departure from shipper(s) within thirty (30) minutes of occurrence
- A minimum of one check call per day, prior to 10:00am, each day that Carrier is in possession of the shipment
- Arrival at and departure from receiver(s) within thirty (30) minutes of occurrence

5. For any problems or issues after regular business hours or over the weekends, Carrier shall contact Broker at +31 20 299 8039.

o Pursuant to the Agreement, Carrier will provide an amount of cargo insurance coverage sufficient to cover the loss or damage of any commodities and cargo carried. Carrier's cargo insurance policy must not exclude from coverage any commodities or cargo carried under the Rate Confirmation. If Carrier's cargo insurance policy contains a schedule of covered vehicles, Carrier will not transport any cargo on the shipment using a vehicle that is not listed as a scheduled vehicle on Carrier's cargo insurance policy.

6. By agreeing to carry out the work specified on the transport order Carrier agrees to RPM's Broker Carrier terms and conditions available in the Carrier Broker Agreement & www.rpmmoves.eu.