

Load Connex

REBATE AGREEMENT

This Rebate Agreement (“Agreement”) between “Customer” and “LX” governs the business relationship for discounts and rebates on the purchase of diesel fuel, transportation services and related products.

1. LX cards can only be used at participating retailers. See “Fuel Prices” in customer’s portal at loadconnex.com. Up to 50 gals of fuel can be purchased at other retailers accepting the provided payment method at full retail price. All purchases will incur a \$1.25 transaction fee.
2. Purchases will be charged at retail prices. Rebates will be paid on purchases made at participating retailers. Rebate shall be calculated on actual price charged to LX regardless of differing posted prices from any source.
3. Customer will receive rebates every week.
4. Rebates shall be applied to customer’s LX Rebate Account (immediately).
5. Customer will be billed for invoices on every Monday.
6. Customer shall be electronically invoiced, and invoices are due upon receipt. Payments can be made by ACH or bank wire. Payments will be applied once they have cleared LX’s bank account. Customer will review and notify LX in writing within 10 days of any inaccuracies or disputed amounts otherwise will waive any such claims.
7. LX may adjust any and all payment terms at its sole discretion, which will be effective upon notice to Customer without additional Customer approval.
8. The signor of this contract personally guaranties the payment.

CUSTOMER CERTIFIES IT HAS REVIEWED IN DETAIL, AND UNDERSTANDS AND AGREES TO ALL TERMS AND CONDITIONS ON ALL PAGES OF THIS AGREEMENT (INCLUDING FINE PRINT).

FINE PRINT
Load Connex General Terms and Conditions - Credit Product Services (CPS)

Effective Date March 18, 2021

By executing the LX Rebate Agreement (the "Agreement"), you ("Customer") agree that these LX General Terms and Conditions – Credit Product Services (CPS) together with any terms set forth in the Agreement or any addendum attached hereto or thereto (collectively, these "Terms") govern your use of the Services (as defined below) provided by LX.

1. Services. 1.1 LX will provide EFS or Comdata Fuel Cards to Customer for use by Customer (and/or Customer's designated users on Customer's behalf) in accordance with and subject to the Terms, which may be provided by LX alone or together with its affiliates, agents, advisors and subcontractors (collectively, the "Services"). All cards will remain the property of LX and must be returned upon request. LX and/or the issuing entity (such as EFS or Comdata) may cancel, revoke, repossess or restrict the use of Cards at any time. Customer hereby authorizes LX to follow the instructions of card issuing entity with respect to the administration of Customer's account and the use of the Services.

1.2 Authorized Use. Cards may be used by Customer and its designated users at locations that accept issuing entity's cards ("Merchants") to purchase products and/or services. Customer acknowledges and agrees that it waives any and all rights to any claim based on unauthorized use of the Card prior to the Customer reporting it as lost or stolen to LX as per 4.2 below. Customer will not request a Card for any person who federal or state law, regulation, presidential order or the Office of Foreign Asset Control determines is a person with whom a U.S. person or business is prohibited from conducting business with or is otherwise subject to economic sanctions, e.g., a Specially Designated National. This Agreement is an agreement between Customer and LX and not an agreement between LX and the individual designated users.

1.3 Business Purpose. Customer represents and warrants to LX that (i) it is a governmental, non-profit, or commercial business enterprise; (ii) the Services provided to Customer will be used by Customer and its employees and other

designated users for valid and lawful business purposes only; (iii) any Services that may be used to make purchases and or obtain cash will not be used for personal, family or household purposes.

1.4 Stopped Payment. Customer acknowledges that once a payment is processed using any Services, LX cannot "stop payment" on the transaction.

1.5 Customer acknowledges and agrees that the Agreement provides for financial accommodation services within the meaning of 11 USC §365. Furthermore, all Cards issued hereunder, all Services provided hereunder, and all extensions of credit in connection with the foregoing shall be deemed made, executed, delivered and consummated in the State of California.

2. Term and Termination.

2.1 Term. The Agreement commences on the date of LX's signature on the first page of the Agreement ("Effective Date") and will continue until the 31st December of year of signature date for the Initial Term. The Agreement will automatically renew at the end of the Initial Term, and each renewal term thereafter, for additional one year renewal terms, unless either party gives at least 30 days prior written notice that the Agreement will not be so renewed prior to the end of the then effective term. "Term" as used in the Agreement means the Initial Term together with each renewal term.

2.2 Termination.

2.2.1 Either party may terminate the Agreement if the other: (i) is dissolved, becomes insolvent, generally fails to pay or admits in writing its general inability to pay its debts as they become due; (ii) makes a general assignment, arrangement, or composition agreement with or for the benefit of its creditors; (iii) files a petition in bankruptcy or institutes any action under federal or state law for the relief of debtors; (iv) seeks or consents to the appointment of an administrator, receiver, custodian, or similar official for the wind up of its business; (v) becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding related to insolvency, receivership,

liquidation or composition for the benefit of creditors, and such proceeding is not dismissed or stayed within thirty (30) days; or (vi) breaches a material representation, warranty, term, condition or obligation under the Agreement, and fails to cure such breach within thirty (30) days after receiving written notice of such breach. Notwithstanding any other terms herein, either party may terminate this Agreement, for any reason or no reason, upon 30-days advance written notice to the other party.

2.2.2 In addition to any right of LX under Section 2.2.1 above, LX may terminate this Agreement, or adjust any rebate or payment terms, immediately upon written notice to Customer if: (i) Customer fails to meet its volume commitment, fails to timely pay an amount due, or otherwise defaults in its obligations under this Agreement or applicable law or (ii) changes in the policies or requirements of issuing entities, billing card, credit provider(s) or participating fuel supplies render terms of this Agreement infeasible or undesirable. Customer shall immediately pay to LX all sums due upon termination.

2.2.3 Termination will not affect Customer's responsibility to pay, or LX's right to recover, any amounts for which Customer or any guarantor is liable or obligated in connection with the Agreement, and upon termination, Customer shall immediately pay all such amounts owing in connection with the Agreement, without set-off or deduction. LX will be entitled to recover all costs of collection, including without limitation on attorneys' fees, interest and other costs in the event such amounts are not paid immediately. Upon termination, LX may apply the Security Amount (as stated herein at 3.7) to Customer's obligations.

2.3 Cancellation of Card, Virtual or Ghost Number: Customer is responsible for retrieving all Cards from Customer's agents, clients or employees when they leave Customer's employ or no longer have Customer's authority to use the Card. Customer agrees to destroy the Cards or return them to LX for destruction. Customer will be responsible for all use

associated with card, until such time Customer cancels it.

3. Fees, Invoicing, Payment and Security.

3.1 Fees. Customer will be responsible to LX for all expenditures, fees, additional service fees and special fees, costs and charges (collectively, "Fees") if any, incurred for the Services provided by LX, together, with any and all charges on Customer's account for goods or services purchased by Customer or anyone authorized to use Customer's account. LX reserves the right to modify the Fees applicable to the Services from time to time. LX will notify Customer electronically of any change it makes to its Fees in accordance with Sections below, and such change will be effective no earlier than the date of receipt by Customer of such notice.

3.2 Taxes. Except for LX's income tax, Customer will pay, or reimburse LX for, any and all applicable sales, use, excise, franchise or other taxes (collectively, "Taxes"), whether federal, state or local, however designated, which are levied or imposed with respect to Customer's use of Customer's account.

3.3 Invoicing. Customer agrees that payments for Fees are due and payable upon receipt of invoice. If payment is not received (or if an invoice is not paid in full) on its due date, LX will impose a late charge equal to \$75.00 plus 4.99% of the unpaid balance (excluding any amounts previously invoiced and outstanding and previous late fees that have been applied), not to exceed \$2,500 per late payment, or as allowed by law.

3.4 Non-Sufficient Funds. In the event Customer's payment to LX is dishonored or otherwise not paid, Customer shall pay immediately to LX in collected funds, the amount of the non-sufficient funds item plus a returned instrument collection fee of a minimum of thirty dollars (\$30.00) per occurrence in addition to any other remedy available hereunder or under applicable law.

3.5 Currency Exchange. All indebtedness incurred through use of the Services in the United States or Canada to purchase goods or services or to otherwise obtain funds in a currency other than the currency in which Customer's card or other access device is issued will be converted to the

currency in which Customer's card or access device is issued.

3.6 Payment Method. Payments may be made by wire transfer to:

Wells Fargo Bank,
420 Montgomery Street,
San Francisco CA 94104,
To: Load Connex, LLC
P.O. Box 10476
Glendale, CA 91209-3476
T. (888) 451-6888,
Account no.: 7659013283
Wire routing transit number/ABA:
121000248
SWIFT Code: FBIUS6S

or with prior authorization from LX via ACH:

Account no.: 7659013283
Wire routing transit number/ABA:
121042882.

3.7 Security Amount. Customer agrees to secure the performance of its obligations under the Agreement by maintaining the security amount, in the amount and in the method indicated in "Security Amount". Notwithstanding anything to the contrary, should LX believe it necessary at any time to secure payment for Customer's purchases, LX may require Customer to make cash payment for purchases or provide satisfactory security in the form of a cash deposit or letter of credit, at Customer's expense, in a form and from a bank acceptable to LX. LX will not be obligated to sell Product to Customer until any such security is received and deemed acceptable by LX. If Customer fails to timely provide the required security, LX may terminate this Agreement.

4. Fraud.

4.1 Fraud Prosecution. Customer and LX agree to cooperate with each other in preventing and prosecuting any fraudulent activity by employees of any party hereto or any third party with respect to the use of and receipt of Services, or otherwise arising in connection with any other relationship between the parties anticipated by or set forth in the Agreement. LX reserves the right to interrupt, suspend, or terminate Services without notice to Customer if LX, in its sole discretion, suspects fraudulent, illegal or abusive activity. Customer agrees to provide, at no cost to LX, any and all documentation and information as LX may request, including but not limited to

affidavits and police reports. Failure to provide reasonable cooperation shall result in Customer's liability for all fraudulent usage of Services.

4.2 Lost or Stolen Cards. Customer will notify LX immediately upon learning of the loss, theft or possible unauthorized use of a Card by calling LX at (888) 451-6888. Customer agrees to immediately deactivate any of its Cards that are lost, stolen, or that may be or have been used without proper authority. Customer may do so by calling the number above.

4.3 Liability for Unauthorized Use. Customer agrees to notify LX immediately of any loss, theft or unauthorized use of the Services or any Card. Customer will not be liable for unauthorized charges that occur after Customer so notifies LX. Except as set forth in this section, Customer understands that it is liable for the unauthorized use of the Services or any Card. Unauthorized use does not include use by a person to whom Customer has given a Card, a person to whom a designated user has given authority to use the Card or any other person with authority to use the Services or any Card, and Customer will be liable for all use by any such user.

5. Disputed Transactions. Customer must notify LX in writing of any disputed transactions which appear on Customer's statement within ten (10) days from the date of invoice or the information on the statement will be deemed undisputed and accepted by Customer for all purposes. Unless required by law, LX will not be responsible for and reserves the right to dismiss any individual claim below the minimum dispute amount of \$15.00. Unless required by law, LX will not be responsible for any warranty or workmanship issue or other problem Customer may have with any goods or services purchased from third parties by Customer through the Services. Customer must settle any purchased goods or services warranty or workmanship issue or other problem directly with the Merchant. Regardless of whether Customer has a warranty or workmanship issue or other problem regarding the purchased goods or services with a Merchant, Customer must pay LX. LX is not responsible and shall have no liability to Customer if Merchant declines to accept the Services. Final

resolution of disputed transactions is the responsibility of the Customer.

6. Compliance with Law. Customer and LX will comply with, and will not use or provide the Services in violation of, any United States or Canadian federal, state, provincial or local laws, regulations, judicial or administrative decisions, executive orders, rules or interpretations ("Legal Requirements"), and each party will be solely liable for any violation by such party of applicable Legal Requirements. Each party is responsible for (i) monitoring and interpreting Legal Requirements applicable to such party; and (ii) determining the particular actions, disclosures, formulas, calculations, or procedures required for compliance with such party's Legal Requirements (whether to be performed by LX or by Customer). Neither party shall be responsible for any violation by the other party of the other party's Legal Requirements.

7. Disclaimer of Warranties. Except as specifically set forth in the Agreement, LX disclaims all warranties, express or implied, including without limitation, warranties of merchantability or fitness for a particular purpose, which relate to the Services provided under the Agreement. Further, LX does not warrant that Customer's use of the Services will be uninterrupted or error-free. The Agreement is a service agreement, and any equipment provided to Customer under the Agreement is incidental to the Services provided and remains the property of LX.

8. Limitation of Liability.

8.1 Subject to any other limitations, LX's cumulative liability for any loss or damage, from any cause whatsoever, will be limited to the lesser of (i) One Hundred Thousand Dollars (\$100,000); or (ii) total of all fees received by LX in connection with Customer's use of the Services in the preceding twelve (12) month period.

8.2 NEITHER PARTY SHALL BE LIABLE UNDER ANY THEORY FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOST PROFITS), EXEMPLARY OR PUNITIVE DAMAGES; REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR SUCH PARTY WAS ADVISED OF THE POSSIBILITY THEREOF.

8.3 Neither party may bring an action (regardless of form) for breach of the

Agreement more than two (2) years after such party first knew or should have known of such breach; provided, however, this limitation will not apply to breaches of the confidentiality requirements herein. Each party will act to mitigate its damages.

9. Indemnification. Subject to Sections in this Agreement, Customer will indemnify, defend and hold harmless LX, its directors, officers, employees, affiliates, issuing entities, vendors, subcontractors, and agents against any third party claims, losses, costs, fines, penalties or damages (including court costs and reasonable attorneys' fees) (collectively, "Claims") arising out of or connected with Customer's (and Customer's users', affiliates', employees', agents' or representatives') (i) gross negligence or willful misconduct; (ii) material breach of the Agreement; (iii) use or misuse of any Service or product thereof or the LX Website; (iv) actual infringement of any patent, copyright, trademark, service mark, trade secret or other proprietary right of a third party; or (v) negligence or willful misconduct resulting in a Security Incident (defined below) affecting LX' systems.

10. Confidential Information; Information Security.

10.1 Confidential Information. "Confidential Information" means all data or information that is competitively sensitive material and/or not generally known to the public; including, but not limited to, information which is marked confidential or proprietary, customer lists (but excluding payment data), technology, inventions, systems, operations, facilities, products, services, discoveries, ideas, concepts, research, development, processes, operating procedures, marketing, business and development plans, pricing, policies and financial information. Confidential Information does not include information which: (i) is or becomes part of the public domain through no fault of the receiving party; (ii) was already known to the receiving party prior to its disclosure; (iii) is lawfully obtained from a third party without obligations of confidentiality; or (iv) is independently developed by the receiving party without reference to any Confidential Information of the other party.

10.2 Disclosure and Use Restrictions. Neither party will disclose, reproduce, transfer or use the other party's

Confidential Information; provided, however, that (i) LX' employees, affiliates, agents, advisors or subcontractors (including without limitation Reseller) may access and use Customer's Confidential Information or Personal Information (defined below) in connection with providing the Services provided such persons will comply with the confidentiality provisions of the Agreement, (ii) LX may share information with any third party to the extent authorized by Customer in writing, and (iii) either party may disclose Confidential Information to the extent it must be communicated in response to a valid law, regulation or court order, provided the disclosing party uses reasonable efforts to notify the other party prior to disclosure (unless such notification is prohibited by law, regulation or court order) so such party may seek a protective order or otherwise prevent or limit such disclosure.

10.3 Information Security. Each party is responsible for: (a) the security of non-public or personally identifiable information ("Personal Information") on the systems under its control; and (b) data security issues arising from its systems, or directly resulting from its use of third-party vendors or subcontractors (if any) in connection with the Services. Personal Information will also include any nonpublic personal information of a consumer, each as defined by Section 6809 of the Gramm-Leach-Bliley Act. Each party will maintain information security practices designed to prevent unauthorized or unlawful access to, use, disclosure or alteration of Personal Information (collectively, a "Security Incident"). In the event of a Security Incident, the affected party will comply with applicable law and in the event Personal Information was compromised and it is reasonably suspected that misuse will result, notify the other party of the Security Incident, subject to any request by law enforcement or other government agency to withhold such notice pending the completion of an investigation. LX is not responsible for and does not control third party telecommunication lines used to provide the Services; and will not be responsible for the security of transmissions using these lines.

10.4 Equitable Relief. LX and Customer agree there is no adequate remedy at law for a breach of the confidentiality, disclosure, use, safeguarding and

ownership requirements (collectively, the "Confidentiality Requirements") related to Confidential Information and Personal Information under the Agreement. A breach of the Confidentiality Requirements will cause irreparable harm such that the non-breaching party will not have an adequate remedy at law; and, therefore, the nonbreaching party will be entitled to seek injunctive relief (without posting a bond or other security) against the breaching party in addition to any other rights or remedies available at law or in equity.

11. Customer Data; Data Analytics.

Customer shall be responsible for ensuring the validity, accuracy and completeness of all information, data and instructions (including Personal Information as defined above) provided to LX (collectively "Customer Data"). LX shall be entitled to rely upon the Customer Data in providing the Services. LX shall not be required to act on instructions provided by Customer if LX reasonably doubts an instruction's contents or Customer's compliance with the Agreement or any Legal Requirements. Subject to the provisions of Section 10 herein (provided that for purposes thereof, Customer Data that has been de-identified and/or aggregated with the data of other customers to render it anonymous will not be deemed Confidential Information), LX, Reseller and/or their respective affiliates may extract information from the Customer Data provided to LX by Customer and from Customer's usage of the Services and use this information with any other data in connection with research and development or creation of data and analytics tools and products in accordance with applicable law. Customer represents that it has sufficient rights in the information provided hereunder (and has made sufficient disclosure to its users) to authorize such use. LX or its affiliates will own all right, title or interest in or to any information, products, services or intellectual property arising from such data and analytics research and development activities. LX and its affiliates' access to and use of information, including use in commercial products developed as a result of or in connection with such research and development activities, will not be a violation of the Agreement.

12. Intellectual Property. Except as expressly provided herein, the Agreement does not grant (i) to the Customer with

respect to the Services or (ii) to any other party with respect to the applications or business methods a party (or those of such party's resellers, affiliates, agents, advisors or subcontractors) required or provided in connection with the Services (whether owned or licensed by such party or its affiliates or a third party), any patent, trademark, service mark, copyright, trade secret or proprietary right associated therewith; or LX from LX or its affiliates' research and development activities. LX and Reseller may each use Customer's name in publicity indicating that LX or Reseller, as applicable, and Customer have entered into a business relationship.

13. Verification; Credit Limit.

13.1 Verification. Customer acknowledges that LX's acceptance of the Agreement is contingent upon LX's approval of Customer's application (including the information provided by Customer when completing the Agreement). Customer grants to LX, as well as to trade references, Dun and Bradstreet, and banks, consumer credit services, consumer reporting agencies and to state and federal government representatives without regard to whether they are listed herein, permission and authorization to verify, receive, retain, exchange and obtain business and/or personal credit and other information, including without limitation, financial statements, accounts receivable information, criminal background checks, as part of LX's ongoing evaluation of Customer and as necessary to comply with applicable Legal Requirements and LX' record retention practices.

13.2 Credit Limit. LX shall determine, in its sole discretion, whether to establish a monetary limit ("Credit Limit") that will be applicable to Customer's use of the Services. LX may increase or decrease such Credit Limit from time to time, in its sole discretion. It is LX's policy to promptly notify Customer upon establishment of a Credit Limit or any change thereto, but LX will not be liable in the event it fails to do so. LX does not guarantee that it will establish or maintain any specific available Credit Limit for Customer, and Customer hereby waives any and all claims against LX and its affiliates based on LX's determination of Customer's Credit Limit. Customer agrees not to request or permit transactions using the Services in excess of its Credit Limit. In the event Customer exceeds its Credit Limit, LX may, in its sole

discretion, demand immediate payment, immediately suspend providing the Services, and/or charge an additional service fee.

14. Load Connex Website. LX may provide Customer with access to websites operated by LX in connection with the Services ("LX Websites"). Customer and any officers, employees and agents authorized by Customer to use the LX Websites will comply with all policies and any Terms of Use or similar documents posted on the LX Websites, as the same may be modified from time to time, and such other policies and Terms of Use or similar documents are hereby incorporated by reference herein.

15. Consent to Electronic

Communications and Notices. Customer hereby consents to electronic delivery of the following documents and accepts any future changes to those documents that may be published from time to time on the LX Websites and/or delivered electronically to Customer: All Product and Service Disclosures, Periodic Statements, Notices, History and Transaction Records, Change-in-Terms, Adverse Action Notices and Changes to Minimum Hardware and Software Requirements. By consenting to conduct transactions and receive disclosures and notices electronically Customer agrees to provide LX with the information needed to communicate electronically. Customer agrees to keep its e-mail and account information current at all times and to notify LX immediately if it changes. If Customer fails to update or correct the email, LX may freeze the account until Customer contacts LX and provides corrected information. By signing the Agreement or by using any Services, Customer agrees to continue to have (or have access to) the minimum hardware and software required to access the LX Website and receive the electronic notices above.

16. General.

16.1 Governing Law; Disputes. California law will govern the interpretation, validity and enforcement of the Agreement, without regard to its conflicts of law provisions. Any dispute relating to goods and/or services purchased or paid for using Services shall be resolved between the Customer and the third party providing the goods and/or services. Subject to the foregoing, any dispute arising out of or

relating to this Agreement shall be resolved pursuant to binding arbitration. Said arbitration shall take place in Los Angeles, California, and be governed by the then-current Commercial Arbitration Rules of the American Arbitration Association (the "Rules"). The parties shall mutually agree on a single arbitrator, or if the parties cannot agree, the arbitrator shall be selected in accordance with the Rules. Should a further dispute arise regarding either the interpretation or the enforcement of the arbitrator's ruling, the parties' remedy shall be to re-submit the matter to the same arbitrator, if available, and if not, to an arbitrator mutually agreed to by the parties (or if the parties cannot agree, one selected in accordance with the Rules). The prevailing party shall be entitled to recover its reasonable costs of arbitration, including reasonable attorney's fees, in connection with any dispute. In the event that the arbitrator orders Customer to pay money to LX, Customer shall pay interest upon such sums at the interest rate provided in these Terms from the date the money was first due to LX. Customer shall pay all sums not disputed in good faith in strict accordance with these Terms. WITHOUT LIMITING THE FOREGOING, EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. FURTHER, ARBITRATION MUST BE ON AN INDIVIDUAL BASIS. THIS MEANS NEITHER CUSTOMER NOR LX MAY JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST LX OR OTHER LX CUSTOMERS, OR LITIGATE IN COURT OR ARBITRATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

16.2 Severability. Any provision of the Agreement that is determined by a court of competent jurisdiction to be illegal, invalid or unenforceable will be deemed void; and the remainder of the Agreement will continue in full force and effect. To the extent any provision is deemed void pursuant to the foregoing, the court will substitute a valid provision approximating the intent of the parties.

16.3 Headings. The headings in the Agreement are for reference only.

16.4 Entire Agreement; Amendments. The Agreement constitute the entire agreement between Customer and LX, and supersedes all prior agreements, written or oral, related to the Services. Except as provided in the Agreement or herein, any other amendment to the Agreement must be in writing and signed by LX and Customer.

16.5 Counterparts. The Agreement will be deemed accepted by LX upon acceptance of Customer's Agreement and, in consideration of Customer's signature of the Agreement (whether a physically signed copy or a copy signed by electronic means), will be fully binding on both Customer and LX upon such acceptance.

16.6 Assignment. The Agreement may not be assigned, voluntarily or by operation of law, by Customer without prior written consent from LX, which will not be unreasonably withheld. LX may assign its rights and/or delegate its obligations under the Agreement, by assignment or novation, without notice, and Customer hereby consents to any such assignment or novation. In the event of any such assignment or novation, Customer hereby releases LX from any further obligation under this Agreement (or any successor agreement) following such assignment or novation other than with respect to any obligations accrued as of the date thereof and that would survive the termination of this Agreement if it had been terminated on such date.

16.7 Subcontractors. LX may subcontract all or any portion of the Services using vendors both within and outside the United States. Further, some Services may be provided by one or more affiliates of LX. Customer's consent will not be required in any such case.

16.8 Notices. All notices or other communications under the Agreement will be deemed effective (i) three (3) days after mailing by first class registered or certified mail, postage prepaid, return receipt requested; or (ii) one (1) day after mailing by nationally recognized courier service. Any notice or other communication sent in any other manner will be effective upon receipt. Any notice to (a) LX shall be directed to the attention of General Counsel, Load Connex LLC, 2940 N Hollywood Way, Burbank, CA 91505 (b) Customer shall be directed to the person

and address listed in the Agreement; or such other address as such party may designate in writing.

16.9 Survival of Obligations. Accrued payment obligations, together with the terms and conditions of Sections 1.3, 2.2.2, 2.3, 3.2, 3.6, 4, 7, 9 and 12 in these Terms and Conditions -CPS, obligations of any guarantors of Customer's obligations hereunder, all representations and warranties of Customer set forth in the Agreement, will survive expiration or termination of the Agreement.

16.10 Independent Contractors. LX and Customer are independent contractors. Nothing in the Agreement will be deemed to create a joint venture, partnership, employment or similar relationship between the parties. Except as specifically provided for herein, neither party will be liable for any obligation incurred by the other; neither party is an agent or representative of the other; and neither party will represent otherwise.

16.11 Waiver. No delay or single, partial, failure, abandonment or discontinuance of either party to exercise any right, power or privilege hereunder will affect such right, power or privilege. The parties' rights and remedies under the Agreement, at law, and in equity are cumulative and not exclusive. Any waiver, consent or approval of any failure to comply, breach or default under the Agreement must be in writing, will be effective only to the extent set forth in such writing and will not continue to apply to additional failures to comply, breaches or defaults.

16.12 Force Majeure. Neither party will be in default under the Agreement, and such party will be excused from performing its obligations, if its performance is prevented, restricted, delayed or interfered with due to a Force Majeure Event, whether foreseen or not. A "Force Majeure Event" includes (i) labor disputes, strikes, riot or other civil unrest; (ii) flood, hurricane, tornado, lightning, severe weather, earthquake or other natural disaster; (iii) rationing or other shortage of materials; (iv) utility failures, electronic transmission failures or other electronic or communication failures or delays; (v) terrorism, embargo, blockade, revolution or other acts of war; (vi) any change in laws, orders, rules, regulations, ordinances or other governmental or judicial acts

impairing performance, (vii) acts of God, or (viii) any event that is beyond a party's reasonable control. Notwithstanding anything to the contrary in the Agreement, the duty of Customer to remit payment to LX is absolute and shall not be diminished, excused or discharged by any Force Majeure Event.

16.13 Office of Foreign Asset Control. IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT. To help the government fight the funding of terrorism and money laundering activities, Federal law of the United States requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for Customer: When Customer opens an account, LX will ask for Customer's name, address, date of birth (if applicable), and other information that will allow LX to identify Customer. LX may also ask to see Customer's driver's license or other identifying documents (as applicable).

17. Provisions Applicable to Customers Located in Canada

17.1 Application. This Section 17 shall apply solely in respect of Customers located in Canada. In the event of a conflict or inconsistency between the terms and conditions of this Section 17 and any other terms and conditions of the Agreement, the terms and conditions of this Section 17 shall take precedence to the extent they relate to Customers located in Canada.

17.2 Interpretation. All references in the Agreement (a) to "state" are deemed to also refer to "province" or "provincial", (b) to "Automated Clearing House" or "ACH" are deemed to refer instead to "Canadian Payments Association" or "CPA", respectively, (c) unless indicated to the contrary in the Agreement, all references to dollar amounts in the Agreement shall be deemed to refer to Canadian dollars, and (d) all references in the Agreement to federal laws shall mean both Canadian and US federal laws.

17.3 Termination Fees. Customer acknowledges and agrees that all early termination fees payable under the Agreement are a reasonable pre-estimate of LX' liquidated damages on account of lost business opportunity and general

administrative expenses and similar damages and do not constitute a penalty.

17.4 Deductions. All payments to be made by the Customer under this Agreement shall be made without set off, compensation, deduction or counterclaim and without deduction for any taxes, levies, duties, fees, deductions, withholdings, restrictions or conditions of any nature whatsoever. If at any time any applicable law requires the Customer to make any such deduction or withholding from any such payment, the sum due from the Customer with respect to such payment shall be increased to the extent necessary to ensure that, after the making of such deduction or withholding, LX receives a net sum equal to the sum which it would have received had no deduction or withholding been required.

17.5 Confidential Information.

17.5.1 Section 10.1 of the Agreement shall be amended by adding the following language to the end of subsection 10.1(i): "other than in respect of personal information (as defined by Canadian privacy laws)."

17.5.2 Section 10.3 of the Agreement shall be amended as follows: by deleting the wording at the beginning of the clause until the sentence "Each Party will maintain..." and replacing it with the following: "Information Security. Each party is responsible for (a) security of personal information, as defined in Canadian privacy laws ("Personal Information"), on the systems under its control; and (b) data security issues arising from its systems, or directly resulting from its use of third party vendors or subcontractors (if any) in connection with the Services."

17.5.3 Section 10.3 of the Agreement shall be further amended as follows: by adding the following new paragraphs after the last sentence of Section 10.3 "The Customer acknowledges that in the course of providing the Services hereunder and under any other agreements relating to the Services, LX may collect or receive financial and other personal information about the Customer (and/or its representatives and employees), as individuals, or about other individuals and use such information for the following purposes: (a) to provide the Services, or

under any other agreement, exhibit or schedule relating to the Services or in respect of other services that may be requested from time to time; (b) to meet LX' legal and regulatory requirements; (c) to otherwise administer, service and enforce this Agreement and any related agreements, exhibits or schedules; and the Customer acknowledges and agrees that LX may receive, collect, use and disclose Personal Information provided to it or acquired by it in the course of providing services hereunder or in connection with its relationship with the Customer for purposes described above and, generally, in the manner and on the terms described in LX' privacy policy (available at <https://loadconnex.com/privacy-policy>." "The Customer agrees it shall not provide or cause to be provided to LX any Personal Information relating to an individual who is not party to this Agreement unless the Customer has assured itself that such individual understands and has consented to the aforementioned terms, uses and disclosures. The Customer also acknowledges that Personal Information collected by LX will be located in the United States of America or other foreign countries for processing and storage and will be subject to applicable legal requirements in those countries including lawful requirements to disclose Personal Information to governmental authorities in certain circumstances and that LX may disclose personal information to any bank regulatory authority having jurisdiction over LX without notice of any kind." "When speaking with LX telephone service representatives, LX may monitor and record telephone discussions with Customer and its principals, officers, employees or other representatives to enhance service and to confirm discussions with Customer. Customer will obtain the necessary consent, in full accordance with all applicable Legal Requirements, of all individuals whose personal information will be collected by LX in connection with its relationship with Customer. LX may exchange Personal Information with third parties in connection with providing Services to Customer and for other reasons set out in this Agreement or in the Application." "A file containing Personal Information collected from Customer will be maintained at LX offices and will be accessible by LX authorized employees and agents and service providers who require access to perform their duties. For

more information, or to request access to or correction of Personal Information, contact LX's privacy officer at privacy@loadconnex.com. Customer represents that Customer is entering into this Agreement in its capacity as a business and not as an individual consumer." "Customer agrees that LX may send emails or other electronic messages about its services, products and promotions, as well as those of its affiliates, to Customer. Customer may withdraw its consent at any time. Customer can contact LX by mail at LX LLC, 2940 N Hollywood Way, Burbank, CA 91505, Attn: Privacy Office or by email at "info@loadconnex.com".

17.6 Usury Laws. If any provision of this Agreement would oblige the Customer to make any payment of interest or other amount payable to LX in an amount or calculated at a rate prohibited by law or would result in a receipt by LX of interest at a criminal rate (as such terms are construed under the Criminal Code (Canada)), then notwithstanding such provision, such amount or rate shall be deemed to have been adjusted with retroactive effect to the maximum amount or rate of interest, as the case may be, as would not be so prohibited by law or so result in a receipt by LX of interest at a criminal rate, such adjustment to be effected, to the extent necessary, as follows: (a) firstly, by reducing the amount or rate of interest required to be paid to LX under the Agreement; and (b) thereafter, by reducing any fees, commissions, premiums and other amounts required to be paid to LX that would constitute interest for purposes of section 347 of the Criminal Code (Canada); but in all circumstances after taking into account and offsetting any incentive and rebate amounts paid to the Customer. Notwithstanding the foregoing and after giving effect to all adjustments contemplated thereby, if LX receives an amount in excess of the maximum permitted by the foregoing, then the Customer shall be entitled, by notice in writing to LX, to obtain reimbursement from LX in an amount equal to such excess, and pending such reimbursement, such amount shall be deemed to be an amount payable by LX to the Customer. Any amount or rate of interest referred to in the foregoing shall be determined in accordance with generally accepted accounting practices and principles as an effective annual rate of interest over the

term of this Agreements on the assumption that any charges, fees or expenses that fall within the meaning of "interest" (as defined in the Criminal Code (Canada)) shall, if they relate to a specific period of time, be pro-rated over the period of time.

17.7 Language. The parties have requested that the Agreement be drafted in English.