

## PayCargo Services Agreement

THIS PAYCARGO SERVICES AGREEMENT (including all exhibits, schedules and incorporated documents, collectively "Agreement"), is made and entered into as of the date Customer submits registration form on the PayCargo Website, by and between PayCargo LLC ("PayCargo, LLC") and Customer. PayCargo, LLC and Customer are referred to herein for convenience each as a "Party" and collectively as the "Parties".

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE ACCESSING OR USING ANY OF THE SITES AND/OR SERVICES. BY ACCESSING OR USING THE SITES AND/OR SERVICES, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH BELOW. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS, YOU MAY NOT ACCESS OR USE THE SITES OR SERVICES AND SHOULD IMMEDIATELY CEASE SUCH USE. PAYCARGO MAY MODIFY THIS AGREEMENT AT ANY TIME, AND SUCH MODIFICATIONS SHALL BE EFFECTIVE IMMEDIATELY UPON NOTICE, WHICH MAY BE ACCOMPLISHED BY POSTING THE MODIFIED AGREEMENT ON THE SITE OR VIA EMAIL. YOUR USE OF ANY OF THE SITES AND/OR SERVICES FOLLOWING SUCH NOTICE SHALL BE DEEMED YOUR ACCEPTANCE OF SUCH CHANGES. YOU AGREE TO REVIEW THE AGREEMENT PERIODICALLY TO BE AWARE OF SUCH MODIFICATIONS AND YOUR CONTINUED ACCESS OR USE OF THE SITE AND/OR THE SERVICES SHALL BE DEEMED YOUR CONCLUSIVE ACCEPTANCE OF THE MODIFIED AGREEMENT. IF WE REQUEST, YOU IRREVOCABLY AGREE TO SIGN A NON-ELECTRONIC VERSION OF THIS AGREEMENT.

### Recitals

A. PayCargo LLC contracts with businesses to facilitate settlement of transactions between a Biller who submits bills and/or invoices for freight charges and related expenses and the Payers who pay the Billers ("PayCargo Service(s)" or "Service(s)").

B. Customer desires to participate in and use the PayCargo Services, and represents to PayCargo LLC that Customer's entry into and performance under this Agreement will not conflict with, violate, result in a breach of any contract to which Customer is a party; and

C. PayCargo LLC desires to make the PayCargo Service available to Customer in accordance with and subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**1. Definitions and Construction.** The following terms have the meanings set forth below. Certain other terms are defined elsewhere in this Agreement and are used with the meanings ascribed to them. In this Agreement, the singular includes the plural and the plural the singular; the terms "including" and "include" shall mean "including without limitation"; and references to a "Section" shall mean a section of this Agreement, unless otherwise expressly provided herein. Headings and captions contained in this Agreement are for convenience of

reference only. The Recitals contained herein are incorporated into, and form a part of, this Agreement and Customer acknowledges that PayCargo LLC is relying on such recitals in entering into this Agreement.

1.1 “ACH” means Automated Clearing House.

1.2 “Approved Transaction” means a Valid Invoice which has been submitted by either the Payer or the Biller via the PayCargo Service and which the Payer has approved payment by selecting the “Approve” button (or similar online or automated functionality).

1.3 “Authorized Signer” means the person(s) who has been duly authorized by Customer to complete the Registration Application and/or Credit Application and to execute this Agreement.

1.4 “Authorized Users” means only those employees of Customer who are designated and authorized by Customer to use the Services as specified under the terms of this Agreement.

1.5 “Biller” means a Person who receives payments for Valid Invoices using the PayCargo Services.

1.6 “Credit Application” refers to the credit application provided to Customer by PayCargo LLC in conjunction with this Agreement which must be completed by Customer on the PayCargo website and approved by PayCargo LLC prior to access to PayCargo Credit Services.

1.7 “Credit Limit” means the maximum limit of credit PayCargo LLC has determined, in their sole discretion, that shall be extended to a Payer for PayCargo Credit Transactions or extended to an NRC for Overnight Debit.

1.9 “Customer Information” refers to any information provided in the Registration Application and the Credit Application as well as information regarding Customer’s business operations, including invoices and bills of lading, that is provided by Customer to PayCargo LLC or obtained by PayCargo LLC in accordance with this Agreement.

1.10 “Fees” means the Transaction Fees and other charges due to PayCargo LLC listed on the Fee Schedule in Exhibit D, as modified from time to time.

1.11 “Fully Registered Biller” means a Biller who has completed the steps outlined in Sections A, B and C on Exhibit B attached hereto.

1.12 “Fully Registered Payer” means a Payer who has completed the steps outlined in Sections A, B and C of Exhibit A attached hereto.

1.13 “Legal Requirements” means any federal, state or local laws, regulations, judicial or administrative decisions, executive orders, rules or interpretations applicable to using the Services in connection with Customer’s business.

1.14 “Non-Asset Based Customer” (or “N-ABC”) means a Customer, including an NVOCC (Non-Vessel Operating Common Carrier) or a freight forwarder who brokers or serves as a facilitator of Transactions, but does not actually provide transport services or ship goods it owns.

1.15 “NRC” means a Non-Registered Customer (Biller or Carrier, as applicable).

1.16 “PayCargo System” means a web based application accessible at [www.paycargo.com](http://www.paycargo.com) that is used by Fully Registered Payers and Fully Registered Billers to access the PayCargo Services.

1.17 “Payer” means a Person who pays Valid Invoices of a Biller using the PayCargo Services.

1.18 “Person” means a corporation, limited liability company, association or partnership.

1.19 “Registration Application” means the online application available on the PayCargo System that must be completed by Customer before the Customer may be approved to participate in the PayCargo Service.

1.20 “Settlement” means the ACH process by which funds are disbursed to Billers on behalf of Payers, in connection with Transactions.

1.21 “Settlement Account” means the bank accounts designated by Customer to be used for the purpose of Settlement of PayCargo Transactions. For a Biller, the Settlement Account will be ordinarily credited (but can be debited for an NSF from Payer if Biller is a fully Registered Biller), and for a Payer, it will be debited.

1.22 “Shipper Initiated Services” means a process by which a Fully Registered Payer inputs Transactions into the PayCargo System to pay Valid Invoices of its Billers who are not Fully Registered Billers.

1.23 “Ship and Pay” means a process by which a Fully Registered Biller inputs Transactions into the PayCargo System to receive payments from its Payers.

1.24 “Transaction(s)” means a separately identifiable invoice or other item submitted by a Biller for payment by a Payer.

1.25 “Valid Invoices” means a current and valid invoice (or similar statement of amount due) for freight charges and related expenses, and services, provided by a Biller.

## **2. Customer Authorization.**

2.1 Verification of Information. Customer hereby authorizes PayCargo LLC , or its

designated agent, to verify the information on the Registration Application, the Credit Application, if any, and information concerning any corporate officer, principal, partner or owner of Customer as provided below.

2.2 Authorization. Customer grants to (i) PayCargo LLC (ii) Customer's trade references and bank references provided by Customer, and (iii) consumer credit services, consumer reporting agencies, permission and authorization to verify, receive, and obtain business and other information, including without limitation criminal background checks of Customer (including corporate officers), as part of PayCargo LLC's ongoing evaluation of Customer throughout the Term of this Agreement.

2.2 Electronic Documents. A Customer who is executing this Agreement online will complete the Registration Application, Credit Application, and the Agreement online with electronic signatures that will be as effective and binding as signing a paper Agreement.

2.3 Payer Documents. A Customer who is executing a paper copy of the Agreement (including as required by Section 5.6) agrees and acknowledges that certain parts of this Agreement, including the Registration Application and Credit Application, must be completed electronically online on the PayCargo System. Customer further acknowledges that those applications are incorporated into this Agreement and made a part hereof and are relied upon by PayCargo LLC .

**3. Services.** The PayCargo Services are made available to Customer through the PayCargo System which is comprised of various applications which store, manage, deliver, download and display information related to Transactions between Billers and Payers and the payments associated with such Transactions. Fully Registered Billers and Fully Registered Payers will access the PayCargo Service in accordance with this Agreement and the Program Schedules attached hereto for the Settlement of Transactions. The Services are provided on an "as is" and "as available" basis, and PayCargo LLC makes no warranty concerning the business results that may be obtained from use of the Services nor assumes any responsibility or liability for (i) the timeliness of communications or the deletion or the failure to store payments or other data, whether or not caused directly or indirectly by PayCargo LLC , or (ii) any third party's unauthorized access to the PayCargo Services account and passwords through Customer.

3.1 Third Party Services. To the extent the Sites provide links or access to Third Party Products and Services, You expressly acknowledge and agree that Third Parties are intended third-party beneficiaries of this Agreement pertaining to Your use of the Third Party Products/Services and will have the right to enforce this Agreement directly against You in their own names. PAYCARGO expressly disclaims any responsibility for the content of third-party sites and disclaims any and all liability resulting from Your use of such sites or the services offered by such third parties.

THE SITES AND THE SERVICES AVAILABLE THEREON AND/OR PROVIDED THEREFROM ARE PROVIDED ON AN “AS IS” BASIS, AND YOUR USE OF THE SITES AND THE SERVICES ARE AT YOUR OWN RISK. PAYCARGO DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. PAYCARGO DOES NOT WARRANT THAT YOUR USE OF THE SITES WILL BE UNINTERRUPTED OR ERROR-FREE.

PAYCARGO DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING THE INFORMATION YOU OBTAIN FROM THE SITE, INCLUDING THE CAPABILITY, CORRECTNESS, ACCURACY, OR RELIABILITY OF THE INFORMATION. YOU EXPRESSLY ACKNOWLEDGE THAT PAYCARGO SHALL IN NO EVENT BE HELD LIABLE FOR ANY DAMAGES, SUITS OR CLAIMS RELATING TO THE INFORMATION OBTAINED BY YOU FROM THE SITES, OR THE USE BY YOU OF SUCH INFORMATION. NO ORAL OR WRITTEN REPRESENTATION OR ADVICE GIVEN BY PAYCARGO WILL BE DEEMED TO CREATE SUCH A WARRANTY.

**HYPERLINKS.** PAYCARGO MAY PROVIDE LINKS OR OTHER ACCESS TO WEBSITES MAINTAINED BY THIRD-PARTIES, WHICH ALLOW A USER TO LEAVE THE SITE TO ACCESS THIRD-PARTY MATERIAL OR TO INCORPORATE THIRD-PARTY MATERIAL INTO THE SITE VIA “INVERSE” HYPERLINKS AND FRAMING TECHNOLOGY (A “LINKED SITE”). PAYCARGO ASSUMES NO RESPONSIBILITY FOR THE AVAILABILITY OF SUCH THIRD-PARTY SITES OR FOR THE CONTENT, ADVERTISING, PRODUCTS, OR OTHER MATERIALS ON OR AVAILABLE ON A LINKED SITE AND THE PROVISION OF SUCH A LINK SHALL NOT BE CONSTRUED AS AN ENDORSEMENT, AUTHORIZATION, SPONSORSHIP, OR AFFILIATION WITH RESPECT TO SUCH THIRD-PARTY SITE, ITS CONTENTS, OWNERS OR PROVIDERS

#### **4. Requirements for Use of the PayCargo Service.**

4.1 **Compliance with Import and Export Laws.** The PayCargo Service uses software and technology subject to United States laws that impose export restrictions or economic sanctions on, or otherwise prohibit or penalize, dealing with the governments, nationals, Specially Designated Nationals (SDNs) and products and services originating from or owned and controlled by certain countries or in which such governments, nationals or SDNs have an interest. These laws include the Export Administration Act of 1979 administered by the U.S. Department of Commerce and the economic sanctions regulations administered by the U.S. Treasury’s Office of Foreign Assets Control (“OFAC”) (all such laws, collectively the “Sanctions Laws”). Customer warrants, for the period during which Customer utilizes the Services, that it and its Authorized Users are (i) not located in or under the control of the government of a country subject to U.S. sanctions (which presently includes Cuba, Iran, Myanmar (Burma), North Korea, Sudan and Syria); (ii) are not on OFAC’s SDN list or the Department of Commerce’s denied persons list. Customer further warrants that the information, software and technology used by the PayCargo Service will not be transferred, exported or re-exported to a sanctioned country, SDN or denied person or otherwise used in violation of the Sanctions Laws. Customer is responsible for ensuring that any necessary licenses for its business (including import and export licenses) are obtained from the relevant governmental authority.

4.2 User Access. Customer shall grant access to the PayCargo Services only to those employees who are designated by Customer to use the Services as Authorized Users.

4.3 Use of PayCargo Service. Customer and its Authorized Users may use the PayCargo Services only for purposes specified in this Agreement, as amended from time to time.

4.4 Prohibited Use. Customer may not use the PayCargo Services in order to transmit, distribute, store or destroy material (a) in violation of any Legal Requirements (b) in a manner that will infringe the copyright, trademark, trade secret or other intellectual property rights of third parties or violate the privacy, publicity or other personal rights of third parties, or (c) that is defamatory, obscene, threatening, abusive or hateful.

4.5 Prohibited Conduct. Customers are prohibited from violating or attempting to violate the security of the PayCargo System, including, without limitation: (a) accessing data not intended for such Customer, or logging into a server or account which the Authorized User is not authorized to access; (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (c) attempting to interfere with service to any user, host or network; (d) sending unsolicited or unauthorized e-mails, including promotions and/or advertising of products or services.

4.6 Prohibited Information. Customers are expressly prohibited from (a) providing any incomplete, false or inaccurate biographical information, when completing the Registration Application or Credit Application; (b) using any device, software or routine to interfere or attempt to interfere with the proper working of the PayCargo Services or any activity being conducted on the PayCargo Services; (c) taking any action which imposes an unreasonable or disproportionately large load on the PayCargo Services infrastructure; (d) disclosing or sharing passwords with any non-authorized users or third parties or using passwords for any unauthorized purpose; (e) using or attempting to use any engine, software, tool, agent or other device or mechanism (including, without limitation, browsers, spiders, robots, avatars or intelligent agents) to navigate or search the PayCargo System other than the search engine and search agents provided by PayCargo LLC, if any, on the PayCargo Services and other than generally available third party web browsers (e.g., Netscape Navigator, Microsoft Explorer); and (f) attempting to modify, decipher, decompile, disassemble, create derivative works or reverse engineer any of the software comprising or in any way making up part of the PayCargo Services.

4.7 PayCargo Service Customer Account and Passwords. Customer is responsible for maintaining the confidentiality of its PayCargo System user name and passwords and for ensuring that only Authorized Users have access to the PayCargo System. Customer is responsible for actions taken using the PayCargo System by Customer's employees or those acting on behalf of Customer or using passwords obtained from Customer. All usernames and passwords are the property of PayCargo LLC and PayCargo LLC, in its sole discretion, may revoke them (or otherwise restrict Customer's access to the PayCargo Service) or require Customer to change its usernames and/or passwords. You agree to notify PAYCARGO immediately of any unauthorized use of your account or any other breach of security. PAYCARGO will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. However, you may be held

liable for any losses incurred by PAYCARGO or another party due to someone else using your account or password. You acknowledge that by providing any information to PAYCARGO which is untrue, inaccurate, not current or incomplete, PAYCARGO reserves the right to terminate this Agreement and your continued access and use of the Sites and/or the Services.

4.8 Customer Information. The Services shall be provided in reliance upon Customer Information provided to PayCargo LLC . Customer shall be responsible for insuring the validity, accuracy and completeness of all Customer Information, data and instructions provided by Customer. PayCargo LLC shall not be required to act on instructions provided by Customer if PayCargo LLC has a reasonable basis for believing the Customer Information provided by Customer is not accurate, or that Customer has failed to comply with this Agreement or any Legal Requirements.

## **5. Settlement; Transactions.**

5.1 Settlement. Using the PayCargo Service, PayCargo LLC will process and disburse payments on behalf of Customers according to the Settlement and payment terms outlined in Program Schedules for Billers and Payers attached hereto as Exhibits A and B. PayCargo LLC reserves the right to modify the Program Schedules (by removing, adding new or editing terms) as required by PayCargo LLC , applicable banking rules and regulations or Legal Requirements. In the event of a modification to the Program Schedules, PayCargo LLC shall provide Customer the revised Program Schedules with reasonable advance notice prior to their effective date. Customer agrees to execute any ACH authorization forms or provide other authorizations as reasonably requested by PayCargo LLC which will permit PayCargo LLC to initiate ACH debits from, and/or credits to, Customer's Settlement Account(s), as applicable.

5.2 Transactions. A Transaction is considered to be "paid", for purposes of Settlement, three (3) business days after the Transaction is submitted to the ACH system, so long as the ACH system does not report an error or returned status on such Transaction during such three (3) business day period. The Parties acknowledge that it is possible for a Transaction identified as "paid" to later be reported as a returned item. Upon termination of this Agreement for any reason, PayCargo LLC shall cancel all Transactions that have not been submitted for processing.

5.3 General Authorization. Customer hereby authorizes PayCargo LLC to initiate credit and/or debit entries, as applicable, from Customer's Settlement Account(s) designated on the Registration Application. If any funds relating to an ACH debit Transaction are returned for any reason, Customer (Biller or Payer) agrees that PayCargo LLC may (in addition to rights and remedies provided elsewhere in this Agreement) initiate subsequent ACH debits for such Transaction amount and any corresponding Fees. Customer agrees that its failure to ensure sufficient funds are available in Customer's Settlement Account(s) for any ACH debit transaction may result in additional charges from the banking institution and/or PayCargo LLC , which amounts will be subsequently deducted from Customer's account(s) or collected as otherwise permitted herein.

5.4 Customer will immediately provide PayCargo LLC with notice of any changes to Customer's Settlement Account(s), and Customer shall hold PayCargo LLC harmless from liabilities resulting from Transactions processed using outdated or incorrect Account information. The authorizations provided in this Section 5.3 and 5.4 shall remain in effect until the later of (i) thirty (30) days after this Agreement has been terminated, or (ii) PayCargo LLC has completed processing Customer's pending Transactions. Notwithstanding anything to the contrary herein, the authorizations shall survive any termination for a time period reasonably necessary for PayCargo LLC to complete the processing of Customer's pending Transactions, but in no event less than such time period required by then-applicable laws and regulations, including, but not limited to, NACHA regulations.

5.5 Credit Limit. Upon completion of the Application for PayCargo Credit, PayCargo LLC and its third party lender shall determine, in their sole discretion, the monetary Credit Limit allowed for a Customer's Transactions. The Credit Limit will be based on credit reports, financial condition, credit history and business prospects or such other information as PayCargo LLC may deem appropriate. Customer acknowledges that PayCargo LLC provides no assurance that available Credit Limit will be established for Payers, or that it will be maintained, if granted. The Customer agrees not to request or permit Transactions in excess of the Credit Limit.

5.6 Paper Agreement. In the event that Customer applies for a Credit Limit of \$500,000 or more, or increases an existing Credit Limit to \$500,000 or more, Customer will be required to execute a paper version of the PayCargo Services Agreement for PayCargo's records, which will be very similar in content to the online version.

6. Valid Invoices. Customer, including a Non-Asset Based Customer, agrees and represents to PayCargo LLC that (i) only Valid Invoices will be submitted in connection with the PayCargo Services, and (ii) any and all PayCargo Credit extended by PayCargo LLC to a Payer shall be applied in its entirety and exclusively to payment of Valid Invoices of Billers. Customer further agrees that it will not submit Transactions or invoices for payment with entities affiliated with Customer.

7. Disputes.

7.1 Disputes Prior to Approval. Unless otherwise agreed between Billers and Payers, the Payer may choose to dispute a Transaction due to price, terms, quantity, unauthorized service or any other circumstance directly related to a Transaction. It is the responsibility of the Payer and the Biller to resolve each such dispute. PayCargo LLC will authorize payment from the Payer to the Biller only after the Transaction has been designated as an "Approved Transaction" by the Payer. The PayCargo Service provides tools to facilitate communications for the resolutions of such disputes.

7.2 Disputes after Approval. If a dispute occurs after approval of the payment by the Payer, Customer agrees that the Payer and Biller will settle the dispute directly between the Biller and Payer and not involve PayCargo LLC .

7.3 PayCargo LLC will not be responsible for, and hereby disclaims any and all liability



for, disputes that arise (and the resolution thereof) between Payers and Billers.

## **8. Lien Rights.**

8.1 Payer Lien Rights. Payer agrees to have sufficient funds available in its Settlement Account to (i) repay all extensions of PayCargo Credit and Fees when they become due and payable; and (ii) to settle approved Overnight Debit Transactions.

8.2 PayCargo LLC shall have a lien on any and all goods of the Payer (also referred to as consignee or bill to party) in the possession (constructive, in-transit or otherwise), custody, control of the Payer or the Biller to secure payment of PayCargo Credit extended to Payer for Approved Transactions, Fees, charges and all other amounts owed or due to PayCargo LLC in connection with using any Services. When the Customer is a Non-Asset Based Carrier, PayCargo LLC shall have a lien on the accounts receivable from the customers of the Non-Asset Based Carrier. The subject lien may be asserted against any such goods without regard to whether the monies claimed as owed relate to the prior shipment of goods or goods currently being shipped. PayCargo LLC reserves the right to foreclose and/or satisfy its lien rights by selling the goods at public auction or private sale (or collecting or selling accounts receivable of an N-ABC) at the sole discretion of PayCargo LLC upon proper and due notice to the Payer (or N- ABC), and upon receipt of notice in accordance with these provisions, Payer will undertake to notify any other parties with a beneficial interest in the subject goods.

8.3 Biller Lien Rights. Once Biller has been paid, the Biller agrees not to object to any notice of lien submitted by PayCargo LLC in connection with PayCargo LLC asserting its lien rights on any and all goods of the Payer (also referred to as consignee or bill-to party) in the possession (constructive or otherwise), custody, control of the Biller or the Payer for extensions of PayCargo Credit and all other amounts owed or due to PayCargo LLC.

8.4 Security. As security for any existing and future indebtedness of Payer or Biller to PayCargo, including claims for charges, expenses or advances incurred by PayCargo in connection with any shipment or transaction of a Biller or Payer, and whether or not presently contemplated by Biller or Payer and PayCargo, Billers and Payers hereby assign, transfer, convey, pledge, mortgage and grant to PayCargo a first perfected priority security interest/lien in/upon all goods, documents of title and other property for which a Biller or Payer provides for its customers and clients and for which settlement of Overnight Debit Transactions are extended hereto (collectively, with proceeds of the foregoing, the "Collateral"). Biller and Payer expressly warrant and represent to PayCargo that Biller or Payer hold and maintain valid liens, title and/or security interests in the Collateral by way of: (a) carrier's and/or warehouse liens upon the Collateral under Article 7 of the Uniform Commercial Code, U.S. maritime law, and/or other applicable law; (b) consensual security interests in the Collateral under Article 9 of the Uniform Commercial Code or other applicable law; and/or (c) general and continuing liens pursuant to contractual agreements with its customers and/or its tariffs in effect governing the services provided by Biller or Payer to its customers. Biller and payer expressly agree that it holds the Collateral as bailee for PayCargo's benefit to secure its obligations under the terms of this Agreement and that PayCargo shall have a security interest and a general and continuing lien on any and all Collateral, wheresoever located, in the possession, custody or

control of Biller or Payer or its agents, for any amounts owed by Biller or Payer to PayCargo with regard to the shipment on which the lien is claimed, a prior shipment(s) or both, and without regard to the services performed by Biller or Payer for its customer. PayCargo is hereby granted power of attorney to execute and file appropriate financing statements on Customer's behalf. This lien and security interest shall be in addition to any other rights PayCargo has or may acquire under other agreements, conventions, tariffs and/or applicable laws, and shall survive delivery or releases of any Collateral. In the event of any failure to fund or in the event of an NSF notification or failure to pay any amounts due hereunder, Biller or Payer shall notify all parties having an interest in its shipment(s) of PayCargo's rights and/or the exercise of such lien. Unless, within thirty days of receiving notice of PayCargo's intent to exercise such lien, Biller or Payer posts cash or letter of credit at sight, or, if the amount due is in dispute, an acceptable bond equal to 110% of the value of the total amount due, in favor of PayCargo, guaranteeing payment of the monies owed, plus all charges accrued or to be accrued, PayCargo shall have the right to sell such shipment(s) at public or private sale or auction and any net proceeds remaining thereafter shall be refunded to Biller or Payer.

## **9. Term and Termination.**

9.1 Term. This Agreement commences on the date PayCargo LLC approves this Agreement and will extend for an initial term of three (3) years ("Initial Term"). Upon the expiration of the Initial Term, this Agreement will automatically renew for successive one (1) year periods (each a "Renewal Term"), unless PayCargo LLC or Customer gives the other Party written notice of its intent not to renew this Agreement at least ninety (90) days prior to the end of the Initial Term or then current Renewal Term. Collectively the Initial Term and Renewal Term are referred to as the "Term" of this Agreement.

### **9.2 Termination.**

9.2.1 Breach. Either Party may terminate this Agreement if the other: (a) breaches a material representation, warranty, term, condition or obligation under this Agreement, and fails to cure such breach within ten (10) days after receiving written notice of such breach, or (b) the other party is dissolved, becomes insolvent, files bankruptcy, or generally fails to pay or admits in writing its general inability to pay its debts as they become due.

9.2.2 Additional Termination Rights. PayCargo LLC may terminate this Agreement or suspend all or a portion of its Services immediately if (i) Customer's performance of its obligations or use of the Services violates any federal, state or local law, rule or regulation; (ii) PayCargo LLC reasonably determines, based on its evaluation of Customer's credit, financial condition or business prospects, that a material adverse change has occurred in Customer's financial condition, or that such a change is reasonably likely to occur and to adversely impact PayCargo LLC; (iii) Customer fails to pay any amount due within five (5) days of its due date; or (iv) Customer submits an invoice for payment that is not for a Valid Invoice, from a person other than Customer, for products provided or Services rendered. Further, this Agreement shall remain effective until terminated in accordance with its own terms and conditions. You agree that PAYCARGO, in its sole discretion, may terminate your password, account (in whole or in part), or use of the Sites or Services, and remove and discard any content within the Sites, at any time and for any reason. You agree that any actions taken

under this Section may be effective without prior notice to you. In the event of termination, however, those Sections in this Agreement which provide for continuing obligations on your part shall survive indefinitely.

9.2.3 Survival of Rights. Termination of the Agreement will not limit or affect PayCargo LLC's right to recover any amounts for which Customer is liable or obligated arising under this Agreement. Termination of the Agreement will not affect Customer's responsibility to pay all amounts for which it is liable or obligated in connection with the Services provided under this Agreement.

## **10. Fees, Invoicing and Payment.**

10.1 Fees and Payment. Payer agrees to pay PayCargo LLC for all Approved Transactions and Fees incurred for the Services provided by PayCargo LLC as provided in this Agreement.

10.2 Fee Payments. PayCargo LLC is hereby directed and authorized, without further action by Customer, to collect for any and all Approved Transactions and Fees due and payable by Customer by: (i) deducting such Transactions and Fees from any Settlement funds due between PayCargo LLC and Customer, or (ii) debiting Customer's Settlement Account for the amount of such Transactions and Fees as they become due.

10.3 Invoicing. If invoices are not paid in full when due, PayCargo LLC will impose a late charge equal to one and one-half percent (1-1/2%) per month if permitted by applicable law, or if not, the maximum amount allowed by law, on the unpaid balance. Invoice discrepancies must be identified in writing by Customer within twenty (20) days of the invoice date.

10.4 Fee Adjustment. PayCargo LLC may adjust the Fees at any time to offset or pass through increases in the costs of providing the Services hereunder to the extent changes in any of the following result in a cost increase to PayCargo LLC (or its affiliates): (i) National Automated Clearing House Association (NACHA) rules and regulations, or (ii) changes in Legal Requirements or the interpretation or implementation thereof by any federal, state or local governmental authority. Any such adjustments will become effective upon written notice to Customer.

10.5 Renewal Term Fees. The Fees charged during any Renewal Term will be based on PayCargo LLC's then-current standard rates at the time of renewal, which will be provided to Customer.

10.6 Annual User Fee. A \$150.00 Annual User Fee will be automatically debited from Customer's bank account once per twelve-month period for each active user. By agreeing to these Terms and Conditions, you consent to the Annual User Fee being charged and the withdrawal of the Annual User Fee from your bank account once per twelve-month period. Notice is hereby given that the amount of the Annual User Fee is subject to change.

## **11. Compliance with Law.**

11.1 Legal Requirements. The Parties agree to comply with, and not use the Services in

violation of Legal Requirements, and each Party will be solely liable for their respective violation of Legal Requirements. Customer will use the Services in accordance and compliance with this Agreement and the written policies and procedures provided by PayCargo LLC from time-to-time. Customer will not use the Services in connection with any gaming business, adult or sexually oriented business, or multi-level marketing business.

**12. Representations and Warranties.** Customer represents and warrants that: (a) it has the corporate authority to execute this Agreement; (b) executing this Agreement does not constitute a material conflict with, breach or default under any applicable law, their respective charter or bylaws, or any documents, agreements or other instruments which are binding upon the Parties; (c) this Agreement creates valid, legal and binding obligations that are enforceable against the Parties; (d) it has, and shall have, the lien rights and/or security interests as set forth in Section 8 hereof; (e) it has notified its customers of the transfer and assignment of the aforementioned lien rights and security interests in the Collateral to Company or its to secure its obligations hereunder; (f) it has notified its customers that Company or its affiliated entity holds and maintains a general and continuing lien and security interest in the Collateral to secure Customer's obligations hereunder and under; (g) it has not entered into any contract or agreement with any person or entity, including but not limited to, its customer, which provides that Customer shall not assign or otherwise transfer said liens and security interests; (h) its customers have agreed or otherwise consented to the transfer and assignment of said lien rights and security interests in the Collateral to Company or its affiliated entity; (i) it has a contract with its customers and/or maintains and publishes a tariff which (1) provides for the assertion of the liens over the Collateral; (2) puts its Customers on notice that third parties such as Company or its affiliated entity may have liens or security interests over the Collateral; and (3) provides for the right of Customer and/or such third parties to execute on such lien to sell or otherwise dispose of the Collateral; (j) it will defend the Collateral against all claims and demands of all persons and entities, and will not permit any circumstances to exist under which the Company or its affiliated entity may lose its lien or lien priority on the Collateral; (k) it will promptly pay all potential taxes upon the Collateral that might result in the imposition of a lien upon the Collateral; (l) it will not sell, assign, mortgage, lease, pledge, lend, transfer, allow any third party to use or otherwise dispose of the Collateral without the prior written consent and at the sole discretion of the Company; (m) it shall allow Company or its representatives free access to and right of inspection of the Collateral at any time; (n) all of the information supplied and statements made to Company by or on behalf of Customer relating to Customer's financial information, capacity to make payments hereunder or the Collateral are and shall be true and complete and accurate, whether supplied or made prior to, contemporaneously with or subsequent to the execution of this Agreement; and (o) that no tangible document of title can be substituted for an electronic record, and that Borrower's customers have acknowledged and agreed to same. Customer expressly agrees and acknowledges that Company shall have the right to instruct the underlying carrier(s) to release any Collateral in their possession, or the possession of their agents, to the custody of Company or its agents, and that the carrier(s) are directed to follow all such instructions by Company with respect to the disposition of any portion of the Collateral, regardless as to whether Company is in possession of the applicable bill(s) of lading..

**13. Disclaimer of Warranties.** Except as specifically set forth in this Agreement, PayCargo LLC 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 this Agreement. Further, PayCargo LLC does not warrant that Customer's use of the Services or any component thereof will be uninterrupted or error-free.

#### **14. Limitation of Liability.**

14.1 Limitation of Liability. NEITHER PAYCARGO NOR ITS DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS OR SPONSORS ARE RESPONSIBLE OR LIABLE TO YOU OR ANYONE ELSE FOR ANY LOSS OR INJURY OR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY TO (i) THE USE OF OR INABILITY TO USE THE SITES OR THE SERVICES; (ii) ANY CONTENT CONTAINED ON THE SITES AND/OR THE SERVICES; (iii) STATEMENTS OR CONDUCT POSTED OR MADE PUBLICLY AVAILABLE ON THE SITES AND/OR THE SERVICES; (iv) ANY PRODUCT OR SERVICE PURCHASED OR OBTAINED THROUGH THE SITES; (v) ANY ACTION TAKEN IN RESPONSE TO OR AS A RESULT OF ANY INFORMATION AVAILABLE ON THE SITES OR THE SERVICES; (vi) ANY DAMAGE CAUSED BY LOSS OF ACCESS TO, DELETION OF, FAILURE TO STORE, FAILURE TO BACK UP, OR ALTERATION OF ANY CONTENT ON THE SITES OR THE SERVICES, or (vii) ANY OTHER MATTER RELATING TO THE SITES AND/OR THE SERVICES. IN NO EVENT SHALL PAYCARGO'S TOTAL LIABILITY TO YOU FOR ANY AND ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT [INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE], STATUTORY, OR OTHERWISE) EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR USING ANY OF THE SERVICES OR THE SITES.

14.2 PAYCARGO WILL HAVE NO LIABILITY TO YOU OR THIRD PARTIES IN CONNECTION WITH THE USE OF THE SITES. IN ADDITION, YOU ACKNOWLEDGE THAT PAYCARGO DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM OTHER PORTIONS OF THE INTERNET. ACTIONS OR INACTIONS OF THIRD PARTIES MAY RESULT IN SITUATIONS IN WHICH YOUR CONNECTION TO THE INTERNET, USE OF SOFTWARE SERVICES, OR INFORMATION AND SYSTEMS MAY BE IMPAIRED, DISRUPTED OR DAMAGED. ALTHOUGH PAYCARGO WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, PAYCARGO CANNOT GUARANTEE THAT THEY WILL NOT OCCUR. ACCORDINGLY, PAYCARGO DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS

14.3 This limitation of liability does not limit in any way the amounts owed by Customer (i) in connection with Settlement for Transactions, (ii) for PayCargo Credit extended to Customer, or (iii) from willful or fraudulent conduct by Customer in connection with the use of the Service.

14.4 No Consequential Damages. PayCargo will not 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 if the parties were advised of the possibility of such damages whether arising from third party claims or direct claims by the other Party.

14.5 Limitation to Pursue Action. Neither Party may bring an action (regardless of form) for breach of this 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.

## **15. Indemnification.**

15.1 Customer Indemnity. Customer will indemnify, defend and hold harmless PayCargo LLC, its directors, officers, employees, affiliates and agents against any third party claims, losses, costs, fines, penalties or damages (including court costs and reasonable attorneys' fees) (collectively, "Claims") to the extent arising out of or connected with Customer's (and affiliates, employees, agents or representatives of Customer) (i) gross negligence or willful misconduct; (ii) material breach of or any provision of this Agreement; (iii) use of the Services or any component thereof for any purpose not permitted by the Agreement; (iv) infringement of any patent, copyright, trademark, service mark, trade secret or other proprietary right of a third party; and (v) failure to comply with its obligations and representations under this Agreement.

## **16. Confidential Information; Information Security.**

16.1 "Confidential Information" means all data or information that is competitively sensitive material or not generally known to the public; including, without limitation, a Party's data or information whether or not marked confidential or proprietary, customer lists, 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; (ii) was already known to the receiving Party prior to its disclosure; (iii) is lawfully obtained from a third party without obligations of confidentiality; (iv) is independently developed by the receiving Party; or (v) is otherwise excluded under the terms of this Agreement.

16.2 Disclosure and Use Restrictions. Neither Party will disclose, reproduce, transfer nor use the other Party's Confidential Information except (i) as necessary in connection with providing or using the Services; (ii) as specifically allowed under this Agreement; or (iii) to the extent necessary to comply with Legal Requirements or a valid court order, provided the disclosing Party must use reasonable efforts to notify the other Party prior to disclosure (unless such notification is prohibited by Legal Requirements or a valid court order) so the other Party may seek a protective order or otherwise prevent or limit disclosure of its Confidential Information. Each Party's employees, affiliates, agents, advisors or subcontractors with access to the other's Confidential Information will comply with the confidentiality provisions of this Agreement; and each Party will be responsible for the performance of its employees, affiliates, agents, advisors or subcontractors with respect to the foregoing requirement. Each Party will take such steps to prevent disclosure of the other Party's Confidential Information as it would take to prevent disclosure of its own; including, at a minimum, commercially reasonable steps.

16.3 Information Security. Each Party agrees to employ appropriate safeguards to protect Confidential Information residing on their respective technology systems or under their control, including through their use of third party vendors or subcontractors, if any, in connection with the Services. Each Party will maintain commercially reasonable information security practices designed to prevent unauthorized or unlawful access to, use, disclosure or alteration of Confidential Information (collectively, a "Security Incident"). In the event of a Security Incident involving the other Party's Confidential Information, the affected Party will promptly (a) assess the nature and scope of the Security Incident; (b) identify the Confidential Information involved, if any; (c) take appropriate steps to contain, control and stop the Security Incident; and (d), in the event Confidential Information was compromised, promptly 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. PayCargo LLC 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 any transmissions using these lines.

16.4 Ownership. This Agreement does not provide either Party with any right, title or interest in or to the Confidential Information of the other Party. Each Party will return or destroy (and certify the destruction of) the other Party's Confidential Information at the request of the other Party.

## **17. Intellectual Property.**

17.1 Grant of License. PayCargo LLC hereby grants Customer and its employees a limited, revocable, non-exclusive, non-transferable, license to use the PayCargo Service as described herein, and subject to the terms and conditions of this Agreement. Customer is expressly prohibited from renting, leasing, sublicensing, assigning, transferring, reselling and/or otherwise transferring rights to the PayCargo Service.

17.2 Title; Intellectual Property. Except for the rights expressly granted in this Agreement: (a) this Agreement does not transfer from PAYCARGO to You any right, title or interest in or to any intellectual property owned by PAYCARGO or any Third Party, and all right, title and interest in such intellectual property will remain solely with PAYCARGO or such third parties, as applicable; and (b) no license, right or interest in any PAYCARGO trademark, copyright, trade name or service mark is granted herein. Further, You agree that you will not, directly or indirectly copy, modify, translate, transmit, distribute, adapt, reproduce, reverse engineer, decompile, disassemble or otherwise attempt to derive source code or other trade secrets from the Sites.

17.3 Use of Marks and Publicity. Neither Party will use any trademark, service mark, trade name nor other proprietary designation (collectively, "Marks") owned, licensed or registered by the other Party without prior written consent; provided, however, PayCargo LLC may use Customer's name in publicity indicating that Customer and PayCargo LLC have entered into a contractual relationship, as well as customer lists or other advertising identifying the customers of PayCargo LLC. Neither Party will use or reference the other's Marks in any manner that disparages or portrays the other in a negative light. Neither Party may alter,

modify, or change the other's Marks in any way. A breach of the terms of this Agreement related to the use of a Party's Marks will cause irreparable harm such that the non-breaching Party will not have an adequate remedy at law and, in addition to any other rights or remedies available at law or in equity, will be entitled to seek injunctive relief against the breaching Party (without posting a bond or other security).

## **18. Verification; Audit and Inspection.**

18.1 PayCargo LLC may periodically select certain of Customer's Transactions for audit. To assist with this process, Customer agrees to provide requested supporting documentation for the Transaction(s), such as bills of lading or invoices reflecting dollar amounts due and the date. Customer further agrees to assist PayCargo LLC in obtaining and verifying invoices and bills of lading submitted for payment using the PayCargo Service.

18.2 Audit and Inspection. During the term of this Agreement and for one (1) year thereafter, PayCargo LLC may audit or inspect Customer's records related to its performance, duties or obligations under this Agreement, during normal business hours and upon reasonable notice.

18.3 Examinations. To the extent permitted by law, PayCargo LLC and Customer will cooperate with each other in providing information or records in connection with examinations, requests, or proceedings of regulatory or law enforcement authorities.

## **19. General.**

19.1 Governing Law. Florida law will govern the interpretation, validity and enforcement of this Agreement, without regard to its conflicts of law.

19.2 Jurisdiction and Venue. Each of the Parties hereto irrevocably submits to the exclusive jurisdiction of the State and Federal courts in the state of Florida for the purpose of any suit, action, proceeding or judgment relating to or arising out of this Agreement and the transactions contemplated hereby. Service of process in connection with any such suit, action or proceeding may be served on each Party hereto anywhere in the world by the same methods as are specified for the giving of notices under this Agreement. Each of the Parties hereto irrevocably consents to the jurisdiction of any such court in any such suit, action or proceeding and to the laying of venue in Miami-Dade. Each Party hereto irrevocably waives any objection to the laying of venue of any such suit, action or proceeding brought in such courts and irrevocably waives any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

19.3 Attorneys' Fees and Costs. In the event of a dispute between or among the Parties with respect to this Agreement, the prevailing party shall be entitled to recover such party's reasonable attorney's fees and costs, whether incurred during pre-litigation, trial, on appeal or in bankruptcy proceedings.

19.4 Severability. Any provision of this Agreement that is determined to be illegal, invalid or unenforceable will be deemed void; and the remainder of this Agreement will continue in full force and effect. The Parties will substitute a valid provision approximating the intent and



economic effect of any invalidated provision.

19.5 Entire Agreement; Amendments. This Agreement constitutes the entire agreement between Customer and PayCargo LLC , and supersedes all prior agreements, written or oral, related to the Services. This Agreement incorporates and includes any related attachments, schedules or exhibits, as amended from time to time, as well as any Registration or Credit Application completed by Customer online, which are incorporated herein by reference.

19.6 Counterparts. This Agreement may be executed in two or more counterparts, each of which is deemed an original, and all of which together constitute one and the same instrument. Facsimile, electronic or other copies of the executed Agreement are deemed valid and effective.

19.7 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement and it will not be construed to create such rights, benefits or remedies generally.

19.8 Assignment. This Agreement may not be assigned, voluntarily or by operation of law, by either Party without prior written consent from the other Party, which will not be unreasonably withheld. Consent, however, is not needed for PayCargo LLC to assign this Agreement to an affiliate or in connection with a merger, acquisition or sale of PayCargo LLC 's of all or a portion of the stock of PayCargo LLC or its parent. Any assignment in violation of this subsection will be deemed null and void. This Agreement will extend to and be binding upon any permitted successors and assigns.

19.9 Subcontractors. PayCargo LLC may subcontract all or any portion of the Services using vendors both within and outside the United States; provided, PayCargo LLC will remain responsible for the performance of the Services provided through its vendors (if any).

19.10 Notices. All notices or other communications under this Agreement will be deemed given when mailed by (i) first class registered or certified mail, postage prepaid, return receipt requested; or (ii) by nationally recognized courier service. All notices or other communications will be effective upon receipt. Any notice to (a) PayCargo LLC shall be directed to the attention of Comptroller, PayCargo LLC , 2100 Salzedo Street, Suite 200, Coral Gables, FL 33134, (b) notice to Customer shall be sent to the person and address listed on the Registration Application, or such other address as a Party may designate in writing.

19.11 Survival of Obligations. All Sections of this Agreement which, by their nature, should survive termination of the Agreement will survive, including Sections 2, 5, 7, 8, 9, 10, 14 and 15.

19.12 Independent Contractors. PayCargo LLC and Customer are independent contractors. Nothing in this 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 is an agent or representative of the other; and neither Party will represent otherwise.

19.13 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 this Agreement are cumulative and not exclusive. Any waiver, consent or approval of any failure to comply, breach or default under this 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.

19.14 Force Majeure. Neither Party will be in default under this Agreement, and 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, or (vii) other acts of God, all of which are beyond the Parties' reasonable control.

*[remainder of page intentionally left blank]*

## **Exhibit A**

### **PayCargo Program Schedule – Payer Services**

This PayCargo Program Schedule describes the PayCargo Service for Payer Services (“Payer Schedule”). This Payer Schedule also describes the steps a Payer must follow to become a Fully Registered Payer. This Payer Schedule is an integral part of the Agreement (whether the form of the Agreement is paper, electronic or a combination of each), and the Parties agree to be bound by its terms.

#### **A. Registration**

1. Once the Parties have executed the Agreement, a Payer must complete the Registration Application using the [www.PayCargo.com](http://www.PayCargo.com) Website.

2. Once those steps have been completed, PayCargo LLC will perform an OFAC screen on the Payer.

3. If PayCargo LLC determines, in its sole discretion, after reviewing the results of this process, that the Customer has qualified as a PayCargo Service Payer, PayCargo LLC will approve the Payer’s Registration.

#### **B. Set-Up Biller Association**

1. Once Payer’s Registration Application has been approved, the Payer may enter into the PayCargo Service the identifying information for those Billers with whom Payer wishes to be paired who are not already registered with the Service, or select those Billers who are already registered with the PayCargo Service.

2. Being paired with particular Billers will permit Payer to view, dispute and approve for payment Valid Invoices from Billers.

#### **C. Authorized Administrator and Authorized Users**

1. Payer must designate an employee to serve as the administrator for its PayCargo Service account (“Account Administrator”) who is to be an Authorized User of the Service, and who is responsible to appoint and manage other Authorized Users for Payer.

2. The Account Administrator appointed by Payer must limit access to the PayCargo Service to only those employees of Payer who have a need to use the Service. Once Customer has determined which employees will be permitted access, Payer must register these employees as Authorized Users for the PayCargo Service.

D. Request for Approval to Access PayCargo Credit

1. In order to apply for PayCargo Credit, a Payer must complete and submit a Credit Application online.

2. Payer's Credit Application and other information regarding Payer will be shared with a third party credit insurance company and will be used to obtain a credit report and to conduct a credit investigation as described in the Credit Application.

3. If approved for PayCargo Credit, Payer will receive a letter notifying Payer of the approval and specifying the Credit Limit.

4. There is no assurance that a Payer submitting a Credit Application will be approved for an extension of credit, and there is no assurance even if approved that the credit insurance company will not reduce later or cancel the amount of credit they are willing to underwrite or maintain on Payer's behalf. Should such a modification occur, Payer will be notified in writing of the change to Payer's Credit Limit.

5. If approved for PayCargo Credit, Payer will have access to the Service allowing Payer to approve current and valid invoices from Biller for products provided and services rendered to Payer by Biller.

6. Thirty (30) days after the payment is made to Biller by PayCargo LLC on Payer's behalf using PayCargo Credit, PayCargo LLC will debit Payer's Designated Account for the amount of each Transaction and all applicable Fees. Payer agrees that funds sufficient to cover such debits will be available in Payer's Settlement Account within thirty (30) days after the payment is made to Biller on Payer's behalf, unless payment terms are amended pursuant to a Fee Amendment specifying different terms.

7. In the event the Payer fails to make payment on the payment due date, PayCargo LLC has the right to pursue other collection efforts (including all legal rights and remedies), and the Payer's approval for PayCargo Credit does not preclude PayCargo LLC from pursuing such rights. The Payer is responsible for the payment and/or repayment of all costs, including but not limited to, freight costs and other costs associated with movement of goods, applicable Transaction Fees and PayCargo Credit Fees. If the Payer elects to utilize the PayCargo Credit payment method, upon approval of the invoice by the Payer (unless otherwise specified by the Biller) and receipt of an e-mail alert from PayCargo LLC, the Fully Registered Billers agree to treat the freight charges as paid and release the goods to Payer.

E. Enter Transactions with Billers and Biller Approval

1. Once items, A, B and C above are complete, Payers will be able to enter their transactions with Biller in two ways:

(a) If the Biller is also participating in the PayCargo Service and is qualified as a Fully Registered Biller, the Biller can provide and upload files which will allow the Payer to view, approve or dispute transactions with the Biller.

(b) Alternatively, if the Payer is registered under the Shipper Initiated System (“SIS”), and the Biller is not a Fully Registered Biller, the Payer will be enabled to enter or upload Payer’s transactions payable to the Biller into the PayCargo System.

2. If Payer enters Transactions using option (a) or (b) above, as a final step, the Payer must access the PayCargo Service using the PayCargo System and view the transactions and dispute or approve the transaction for payment.

F. Select a Payment Method

1. If the Payer is using PayCargo Credit, the Payer will have the following options as payment methods:

(a) Overnight debit (described in Exhibit C);

(b) PayCargo Credit (described in Exhibit C and above)

2. If the Payer is not using PayCargo Credit, the Payer must select either

(a) Overnight debit; or

-- End --

## **Exhibit B**

### **PayCargo Program Schedule – Biller Services**

This PayCargo Program Schedule describes the PayCargo Service for Biller Services (“Biller Schedule”). This Biller Schedule also describes the steps a Biller must follow to become a Fully Registered Biller. This Biller Schedule is an integral part of the Agreement (whether the form is paper, electronic or a combination of each), and the Parties agree to be bound by its terms.

#### **A. Registration**

1. Once the Parties have executed the Agreement, a Biller must complete the Registration Application using the [www.PayCargo.com](http://www.PayCargo.com) Website.

2. Once those steps have been completed, PayCargo LLC will perform an OFAC screen on the Biller.

3. If PayCargo LLC determines, in its sole discretion, after reviewing the results of this process that the Customer has qualified as a Fully Registered Biller, PayCargo LLC will approve the Biller’s Registration.

#### **B. Set-Up Biller Association**

1. Once Biller’s Registration Application has been approved, the Biller may enter into the PayCargo Service the identifying information for those Payers with whom Biller wishes to be paired who are not already registered with the Service, or select those Payers who are Fully Registered Payers with the PayCargo Service.

2. Being paired with particular Payers will permit Biller to enter or upload invoices into the PayCargo system so that paired Payers can view, dispute and approve for payment current Transactions and send payments to Biller.

#### **C. Authorized Administrator and Authorized Users**

1. Biller must designate an employee to serve as the administrator for its PayCargo Service account (“Account Administrator”) who is to be an Authorized User of the Service, and who is responsible to appoint and manage other Authorized Users for Biller.

2. The Account Administrator appointed by Customer must limit access to the PayCargo Service to only those employees of Customer who have a need to use the Service. Once Customer has determined which employees will be permitted access, Customer must register these employees as Authorized Users for the PayCargo Service.

D. Enter Transactions with Payers

1. Once items, A, B and C above are complete, Billers will be able to enter their transactions with Payers in two ways:

(a) If the Payer is also participating in the PayCargo Service and is qualified as a Fully Registered Payer, the Biller can provide and upload files which will allow the Payer to view, approve or dispute transactions with the Biller.

(b) Alternatively, if the Payer is not fully registered, the Biller will be enabled to enter or upload the Payer's transactions payable to the Biller into the PayCargo System via Ship and Pay.

E. Receive Payments

1. Once a Payer approves a transaction from Biller, the Biller will receive an email alert indicating that the transaction has been approved and stating that the funds will be sent to Biller's Settlement Account via ACH on the next banking business day.

## Exhibit C

### PayCargo Program Schedule – Payment Methods

The following are the three payment methods available to Customer:

A. (1) **“Overnight Debit”** refers to the payment method using the PayCargo Service to facilitate the payment of Transactions by allowing PayCargo LLC to debit the Payer’s Settlement Account utilizing ACH transaction services, once Payer has approved the Transaction for payment. Payer’s approval of the Transaction serves as Payer’s assurance that funds sufficient for payment of the Transaction and applicable Fees to Fully Registered Billers are available in the Payer’s designated Settlement Account(s). Upon approval by the Payer (unless otherwise specified by the Biller), Biller agrees to recognize the freight charges as “paid” and release the cargo to Payer. Provided, however, that a seventy-two (72) hour hold shall remain in force against payments to Billers who are not Fully Registered Billers. (Such agreement does not preclude the Biller from making other collections efforts in the event an Overnight Debit is not paid in full.) Once Payer has approved the Transaction, PayCargo LLC will debit Payer’s Settlement Account for the amount of the Approved Transaction. PayCargo LLC will then credit Biller’s Settlement Account for the amount of the Approved Transaction. Since PayCargo LLC will be advancing payment to Biller prior to the Payer’s ACH return deadline, the Payer may subsequently dispute the Transaction resulting in debited funds being returned from PayCargo LLC to Payer. Should this occur, PayCargo LLC is authorized to initiate an ACH debit to Fully Registered Biller’s Settlement Account for the amount PayCargo LLC credited to Biller, and any associated Fees on the Transaction.

(2) **“Biller Credit”** refers to the payment method where PayCargo Service provides administrative tools to set up (and modify from time-to-time) the amount of credit the Biller agrees to extend to the Payer, subject to the Biller’s credit approval and review practices. The Biller may (but is not required to) establish a credit limit for a Payer, which is subject to periodic review and adjustment by the Biller. When a Transaction is submitted using the PayCargo Biller Credit Service, the Biller is presented with the maximum Biller Credit available. The payment due date for the Transaction will be either (i) presented via the PayCargo Service, or (ii) as specified by the Biller and agreed to by the Payer through approval of Transactions. The PayCargo Service decreases available Biller Credit as each Transaction is approved by the Payer for payment through Biller Credit, and increases available Biller Credit as the funds from each payment become available to the Biller, typically two (2) to three (3) days after the Payer’s bank account is debited. The Payer is solely responsible for adhering to (and the Biller is solely responsible for managing the Payer’s adherence to) the established Biller Credit limit as agreed to between the Biller and the Payer. The PayCargo Service facilitates the payment of the Transaction by debiting the Payer’s bank account utilizing ACH based on a scheduled payment cycle as agreed to



between the Biller and the Payer. Payer agrees that funds will be available in the Payer's account for payment of the Fees, on and after the payment due date, in accordance to the terms agreed upon by the Biller and the Payer. Such agreement does not preclude the Biller from employing other collections efforts in the event the Transaction is not paid in full on the payment due date. Upon approval by the Transaction and payment by the Payer, the Biller agrees to consider the freight charges as paid and release the cargo to Payer.

(3) **“PayCargo Credit”** means a payment method in which PayCargo LLC advances credit to the Payer by payment of Transactions on the Payer's behalf. The Payer must be approved for the PayCargo Credit payment method, in accordance with PayCargo LLC 's credit approval procedures, including completing an online PayCargo Credit Application. The Payer agrees that funds will be available in the Payer's Settlement Account for payment to PayCargo LLC by ACH debit of the Transaction Amount and Fees within thirty (30) days after the payment is made on Payer's behalf, unless these payment terms are amended pursuant to a written Fee Amendment specifying different terms. PayCargo Credit may not be used for any purpose not expressly provided herein.

B. (1) The Payer may choose to utilize more than one payment method from the methods listed above to pay for a single Transaction (a “Split Transaction”). A Split Transaction Fee shall be charged to the Payer for each additional payment method used for a single Transaction.

**Exhibit D**  
**PayCargo Program Fee Schedule**

<b>Section I: Transaction Fees</b>		
Transaction Type	Fee Per Import Transaction	Fee Per Export Transaction
Overnight Debit	<b>\$5.00</b>	<b>\$5.00</b>
Billor Credit	<b>\$5.00</b>	<b>\$5.00</b>
PayCargo Credit	<b>\$5.00</b> <b>plus two percent (2%) of total</b> <b>Transaction Amount</b>	<b>\$5.00</b> <b>plus two percent (2%) of total</b> <b>Transaction Amount</b>
<b>Section II: Implementation Fees</b>		
ACH Set-up Fee: <b>\$0.00</b>	Account Set-up Fee: <b>\$0.00</b>	Other Implementation Fees: <b>\$0.00</b>
<b>Section III: Miscellaneous Fees</b>		
Split Transaction Fee: <b>\$5.00</b>	Returned ACH Fee: <b>\$35.00</b>	
Stop Payment Fee: <b>\$35.00</b>	Pre-Note Transaction Fee: <b>\$5.00</b>	
	Other Miscellaneous Fees <b>\$0.00</b>	