

REDSTONE ONLINE REFERRAL PARTNER TERMS AND CONDITIONS

PLEASE READ THIS INFORMATION CAREFULLY. BY COMPLETING THIS ONLINE REFERRAL PARTNER APPLICATION FORM, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS ON BEHALF OF YOURSELF AND THE ENTITY, IF ANY, WITH WHOM YOU ARE EMPLOYED OR REPRESENT. PROVIDER MAY REJECT ANY REFERRAL APPLICATION FORM SUBMISSION FOR ANY REASON OR NO REASON IN ITS SOLE AND ABSOLUTE DISCRETION. ONCE AN APPLICATION ENROLLMENT FORM IS SUBMITTED BY PARTNER AND ACCEPTED BY PROVIDER, THE DOCUMENT WILL CONSTITUTE A LEGAL AGREEMENT BETWEEN REDSTONE LOGISTICS LLC, A DELAWARE LIMITED LIABILITY COMPANY ("PROVIDER") AND THE REGISTERING ENTITY ("PARTNER"). PROVIDER AND PARTNER, (COLLECTIVELY REFERRED TO HEREIN AS THE "PARTIES") ARE ENTERING INTO AN AGREEMENT WHERE PROVIDER WILL PROVIDE SUPPLY CHAIN MANAGEMENT (LOGISTICS) AND CONSULTING SUPPORT SERVICES TO PARTNER REFERRED AND APPROVED CLIENTS. PLEASE RETAIN A COPY OF THIS AGREEMENT FOR YOUR RECORDS.

1. PURPOSE OF THE AGREEMENT

The parties wish to enter into the Logistics Support Agreement so that PROVIDER can provide logistics and consulting services to and on behalf of PARTNER for the mutual benefit of both parties. (the "Services") It is the desire of both parties to expand the coverage network and broaden the service offering of PARTNER, and create new revenue opportunities for both parties through the selling of supply chain management and consulting services.

2. DEFINITIONS:

- 2.1. **Gross Revenue:** defined as top line revenue, or the total amount invoiced to a Client. This will include the total cost of freight charges, fuel, accessorial charges and management fees.
- 2.2. **Gross Margin or Net Revenue:** defined as the revenue received from transportation services earned pursuant to this Agreement less the cost of purchased transportation, accessorial charges, fuel, and additional fees levied by a carrier. It is typically, the service fee agreed to by the client, excluding the costs noted above.
- 2.3. **PARTNER's Client(s):** shall be defined as an existing customer of PARTNER or PARTNER's network and includes PARTNER's prospective clients they have qualified and confirmed interest in PROVIDER's solutions with the intent of introducing to PROVIDER.
- 2.4. **Joint Efforts of the parties:** shall be defined as opportunities, projects, initiatives, issues, and activities where the PARTNER and the PROVIDER work together to determine an acceptable outcome or resolution.
- 2.5. **Client:** shall be defined as a prospective customer where there is active engagement within 60-day increments, or existing customer of the PROVIDER which has signed an agreement to do business with the PROVIDER governed under the terms and conditions of the client agreement between PROVIDER and Client.
- 2.6. **Contract Logistics Services (CLS):** shall be defined as comprehensive supply chain management services provided by PROVIDER to a Client.
- 2.7. **Transactional Services:** shall be defined non CLS Agreement business.
- 2.8. **Management Fees:** defined as service fees agreed to by the Client and the PROVIDER in the form of a formal agreement. Typical fee structures are customized Client by Client and could include a Management Fee as a variable fee charged as a percentage of the total amount of freight costs associated with an agreement between the PROVIDER and a Client.
- 2.9. **Fixed Fees:** shall be defined as a Fixed Fee amount to be charged weekly on the Client's invoice.
- 2.10. **Fixed and Variable Fees:** defined as the combination of 2.8 & 2.9.
- 2.11. **Savings Share Fees:** shall be defined as a fee structure based upon an agreed upon baseline between the PROVIDER and the Client, minus the Gross Revenue (2.1) and any associated fees as described in 2.8, 2.9, or 2.10. to determine a total savings amount derived from the services

provided. Then a Savings Share Fee may be applied, typically shown as a percentage (%) of the total savings achieved.

- 2.12. **Start-up Fees, or Set-up Fees:** defined as a one-time fee charged to the Client in order to provide cost recovery of a portion of the costs incurred by the PROVIDER to set-up a new Client with the systems and services necessary to provide the services agreed to between the PROVIDER and the Client.

3. TERM OF THE AGREEMENT

The initial term of the Agreement will be three (3) years, and the term shall be automatically renewed for consecutive one-year periods, unless either party gives written notice to the other party at least 30 days before the end of the term of its desire to terminate the Agreement. Regardless of which party terminates this agreement or when this agreement is terminated, Provider shall fulfill all payment obligations to Partner for all Clients that Partner brought to Provider for the entire period that Client conducts business with Provider.

4. SERVICES TO BE PROVIDED

PROVIDER will provide the following services to PARTNER.

- 4.1. Sales Support – sales assistance and training; participation in client meetings as needed; marketing material as required; assistance in data analysis and support, sales solution engineering, and network solution design, and third-party carrier negotiations.
- 4.2. Consulting Services – Supporting consulting services to create value on behalf of the PARTNER’S client, each scope to be defined individually by customer.
- 4.3. Core Operational Services –
 - a. Transportation Management – Order Management, Shipment Planning, Shipment Execution, Invoice Settlement, Claims Management, and Reporting.
 - b. Transactional Brokerage- Capacity procurement, Rate Negotiation, Track and Tracing, Delivery Arraignment and Document capture.
 - c. PROVIDER will provide technology through PROVIDER’S proprietary applications as well as client service functions directly related to each specific client as outlined in this agreement.

5. COMPENSATION DERIVED FROM THE SERVICES PROVIDED.

- 5.1. The parties agree to share actual compensation received from the client for transportation savings derived from defined customer projects in the following manner.
- 5.2. The PARTNER will receive ten (10%) percent of the fees charged to a Client as defined in the agreement sections 2.8, 2.9, 2.10, and/or 2.11, paid to the PARTNER as long as the term is valid between the PROVIDER and the Client.
- 5.3. Start-up Fees, or Set-up Fees as described in section 2.12 will not be shared between the Parties and are intended to aid the PROVIDER in recovery of their internal costs to launch a new client.
- 5.4. Gross Margin or Net Revenue resulting from transactional Brokered Shipments, NOT governed by a contractual CLS agreement between the PROVIDER and a Client, are to be allocated in the same manner as 5.2.
- 5.5. The PROVIDER will remit payment to the PARTNER within 15 days after each calendar month for those invoices in which payment has been received from the client.

6. SUPPORT FOR SERVICES REFERENCED IN THIS AGREEMENT

6.1. PROVIDER will provide necessary and reasonable sales, solution, design and engineering support to PARTNER at no cost to PARTNER. PROVIDER will provide necessary and reasonable operations support,

including administration, operations support personnel, provider development, and client training at no cost to PARTNER.

6.2. PROVIDER will be responsible for all new client launch costs, including training, requests for proposals, process mapping, report mapping, and providing information to such clients at no cost to PARTNER.

6.3. PROVIDER will assign, at no cost to PARTNER, a dedicated account manager to work with Client accounts on day-to-day operations.

7. INDEMNIFICATION OF PARTNER

PROVIDER shall indemnify, defend and hold PARTNER, and their clients, agents, directors, employees and officers harmless to the fullest extent permitted by law, from and against any and all claims or liabilities resulting from any act or omission, or allegations thereof, of PROVIDER in connection with this Agreement. In the event PROVIDER fails to defend PARTNER, PROVIDER shall indemnify and reimburse PARTNER for all reasonable costs and expenses of litigation and appeal (including reasonable fees and expenses of attorneys engaged by a PARTNER).

8. INDEMNIFICATION OF PROVIDER

PARTNER shall indemnify, defend and hold PROVIDER and its clients, agents, directors, employees and officers harmless to the fullest extent permitted by law, from and against any and all claims or liabilities resulting from any act or omission, or allegations thereof, of PARTNER in connection with this Agreement. In the event PARTNER fails to defend PROVIDER, PARTNER shall indemnify and reimburse PROVIDER for all reasonable costs and expenses of litigation and appeal (including reasonable fees and expenses of attorneys engaged by a PROVIDER).

9. INDEPENDENT CONTRACTOR

PROVIDER and PARTNER shall perform the Services and obligations herein as an independent contractor. As an independent contractor, Parties assumes full responsibility for the acts and omissions of its own employees and has sole responsibility for all taxes, insurance, pension and related matters applicable to its employees. Neither PROVIDER or PARTNER have actual or apparent authority to execute, sign or bind the other to any agreements or contractual obligations.

10. ASSIGNMENT

Neither Party may assign or transfer this Agreement, in whole or in part, or any right, duty, or interest arising hereunder, without prior written consent of the other Party, except that PARTNER may assign, without consent, this Agreement to any affiliate or subsidiary of PARTNER.

11. CONFIDENTIALITY

Both parties agree that this Agreement and the information and documentation exchanged between the parties will be confidential and the property of the transmitting party. Under no circumstances will the information be shared with third parties without prior consent of the transmitting party.

12. NON-CIRCUMVENTION

Each party to this Agreement hereby specifically agrees, for the duration of the Term (as defined in Section 3), and for a period of 6-months after the termination date of this Agreement, not to circumvent the other Party in relation to any and all present or future collaboration, transaction, and/or agreement(s) between the Parties by engaging with any third party. Additionally, during the Term, neither Party will make contact with, deal with or otherwise be involved in any present or future collaboration, transaction, and/or agreement involving a transaction substantially similar in

nature to the Transaction with any person or entity individually or collectively, or their associates, who were introduced to or whose identity was disclosed to them by the other party hereto, without the authority of the introducing or disclosing party.

13. GOVERNING LAW AND JURISDICTION

This Agreement is, and all negotiations and any legal agreements prepared in connection with the Agreement, and any dispute or claim arising out of or in connection with them or their formation shall be, governed by and construed in accordance with the law of Kansas. All litigation and disputes involving this Agreement shall be brought within a court of competent jurisdiction within the State of Kansas, with all other venues being waived.