

DRAYAGE SERVICES AGREEMENT

This Agreement is made by and between Triple Crown Services, Inc. ("TRIPLE CROWN"), having its principal place of business at 3 Valley Square, 512 E Township Line Rd, Suite 210, Blue Bell, PA 19422, and _____ ("Contractor"), having its principal place of business at _____, to provide motor carrier service for TRIPLE CROWN under the terms and conditions specified herein. In furtherance of that objective, the parties hereto, intending to be legally bound, mutually agree as follows:

1) Effective Date. Term and Termination

This Agreement shall be effective as of the last date signed below and continue for a term of one year, unless sooner terminated in accordance with its terms. Thereafter, this Agreement will automatically renew for additional successive 12-month periods. Notwithstanding the foregoing, however, either party may terminate this Agreement at any time, for any reason or for no reason, upon thirty (30) days prior written notice, without the need for a judicial resolution and without penalty to the parties.

Termination of this Agreement shall not relieve either party from completing and performing their obligations to each other and to Carriers and/or shipper customers, or from any liability that either party incurs pursuant to this Agreement, and that arose hereunder prior to such termination.

2) Authorization to Transport Equipment

Contractor represents and warrants that it is a party to the Uniform Intermodal Interchange Agreement ("UIIA") and has valid addenda to the UIIA in effect with all Class I railroads.

TRIPLE CROWN authorizes Contractor to move TRIPLE CROWN controlled and/or owned equipment (loaded or empty) ("TC Equipment") from the terminal premises of TRIPLE CROWN or its agents to locations and facilities for delivery and/or pickup and to either return the TC Equipment to the same terminal or to another location as directed by TRIPLE CROWN. For purposes of this Agreement, references to "Contractor" include Contractor, its qualified drivers, subcontractors, and its third-party transportation companies in Mexico, if any. Contractor may not use TC Equipment for any purpose except for the movement of TRIPLE CROWN shipments and empty repositioning. Contractor's use of the TC Equipment is subject to the provisions of the TRIPLE CROWN Rules Circular, the Triple Crown Intermodal Drayage Handbook, and any other rules or guidance as may be provided by TRIPLE CROWN, all as may be amended or updated from time to time. In the event of conflicting provisions in this Agreement and any of the documents mentioned in this paragraph and/or the applicable TRIPLE CROWN tariff, the terms and conditions agreed to in this Agreement shall prevail.

Whenever TC Equipment is in the possession, custody, or control of Contractor, Contractor will cause such TC Equipment to be properly inspected, maintained, and in good repair to ensure its safe operation. Contractor's responsibility includes all normal responsibilities involved in truckload carriage, including without limitation ensuring that all trailer floors are swept and free of loose debris before spotting and/or picking up at shipper.

For TRIPLE CROWN TCZU containers only: TRIPLE CROWN will reimburse Contractor for minor and/or routine maintenance expenses (not exceeding \$250.00 USD total) incurred by

Contractor upon presentation of written documentation acceptable to TRIPLE CROWN documenting said maintenance and related reasonable expense. For maintenance and repair expenses exceeding \$250.00 USD, Contractor will notify TRIPLE CROWN of the nature of the maintenance or repair along with the estimated costs and obtain approval from TRIPLE CROWN before incurring such expense. Repairs so approved will be paid for and/or reimbursed by TRIPLE CROWN upon presentation of written documentation acceptable to TRIPLE CROWN documenting said maintenance and related reasonable expense.

3) Authority

Contractor shall maintain all necessary authority and shall perform its obligations under this Agreement in a prompt, efficient and workmanlike manner, in compliance, at its own expense, with all applicable laws, tariffs, rules, regulations, ordinances, and specifications, including without limitation any permit or licensing obligations. In particular, but not by way of limitation, Contractor will comply and shall ensure that its drivers or contractors comply with the requirements of the Surface Transportation Board, the Department of Transportation and its agencies, the Mexican Department of Infrastructure, Communications and Transportation, and any governing state authorities, including but not limited to:

a) Transportation of hazardous materials, including without limitation the licensing and training of drivers, pursuant to 49 C.F.R. Part 172, Part 173, and Part 397, as well as the applicable Mexican Official Norms (“NOMS”) and relevant provisions, in the event any shipments transported under this Agreement constitute hazardous materials as defined in those regulations.

b) Implementation of and compliance with driver safety regulations including without limitation hiring, medical, drug and alcohol, and hours of service regulations.

c) If Contractor is operating in the State of California, compliance with the California Air Resources Board’s (CARB) Truck and Bus Regulation for such operations in California.

d) If Contractor is operating in Mexico, compliance with all applicable requirements relating to cross-border services of international cargo to and from Mexico, including U.S. or Mexico border zones, as well as relating to the rendering of public rail carriage, including, but not limited to, the Federal Roads, Bridges and Motor Carrier Act and its Regulations, the Railroad Service Regulatory Act and its Regulations, NOMS and any other applicable regulations. Additionally, in these cases Contractor will issue the relevant invoice and supplement bill of lading in compliance with all applicable Mexican tax and transportation legal provisions. Contractor shall maintain Authorized Economic Operator (AEO) certification and Nuevo Esquema de Empresas Certificadas (NEEC) if providing transportation services in Mexico.

Contractor shall ensure that its drivers are at all times competent, able, properly licensed by qualified authorities as necessary to provide the transportation services, including to transport hazardous materials and/or products and in compliance with all applicable requirements, including Department of Transportation qualifications and the Mexican Department of Infrastructure, Communications and Transportation qualifications. Contractor represents that at no time during the term of this Agreement shall it have an “Unsatisfactory” safety rating as determined by the Federal Motor Carrier Safety Administration (“FMCSA”) or other pertinent safety designation or safety agency. In the event Contractor receives an “Unsatisfactory” safety rating from FMCSA, it shall immediately notify TRIPLE CROWN and shall not transport any freight under this Agreement without TRIPLE CROWN’s prior written consent.

4) Service and Compensation

Contractor agrees to provide, on demand by TRIPLE CROWN, motor carrier services to meet TRIPLE CROWN's distinct service needs. Nothing contained herein shall require Contractor to supply transportation equipment and drivers at any location(s) unless Contractor has adequate notice to purchase and or lease transportation equipment and hire such additional drivers as TRIPLE CROWN's service needs require.

In any case, it is understood by the parties that the Contractor shall not be entitled to retain the natural or legal possession of the TC Equipment under the excuse of debts for the transport service. In this regard the Contractor hereby waives any provision of law applicable to the contrary to the provisions of this Agreement, especially the one provided in article 591 section VII of the Mexican Commerce Code.

5) Independent Contractor Status

Contractor shall be and will remain an original and independent party hereunder, and all matters to be performed by Contractor shall be in its own separate business. Contractor shall employ, pay from its own funds, and discharge all persons engaged in the performance of any activity to be performed by Contractor hereunder. All such persons shall be and remain the sole employees of and subject to the control and direction of Contractor and not of TRIPLE CROWN. It is the intention of the parties that Contractor shall remain an independent contractor and nothing herein shall be deemed to constitute a joint venture, partnership, or agency of any kind for any purpose.

6) Assignment and Subcontracting

Contractor may not assign this Agreement and/or any of its rights and obligations thereunder without the express written approval of TRIPLE CROWN. Notwithstanding the foregoing, either party may assign or transfer this Agreement upon a change of control or pursuant to a sale of all or substantially all the equity or assets of the assigning party.

Contractor may enter into contracts with individual(s), partnership(s), or corporation(s) (each a "Subcontractor" and collectively, "Subcontractors") for performance on its behalf of services that Contractor herein agrees to perform; provided, however, that if the contract(s) are for other than short-term peak supplementary service, Contractor will first notify TRIPLE CROWN of its Subcontractor(s) and obtain TRIPLE CROWN's approval, which approval will not be unreasonably withheld.

Contractor agrees to impose on any Subcontractor all of the requirements Contractor undertakes with respect to TRIPLE CROWN pursuant to its performance under this Agreement, and to be liable to TRIPLE CROWN for the Subcontractor and its actions or omissions in the same manner as though Contractor had performed the work itself. Contractor will assure that such Subcontractor is covered under Contractor's insurance policies for the work performed. TRIPLE CROWN shall not have any obligation or liability with respect to such Subcontractors, including without limitation payment obligations, and Contractor releases TRIPLE CROWN from any obligation and/or liability with respect to such Subcontractors.

TRIPLE CROWN's rights and remedies against Contractor under this Agreement shall not be affected by any assignment or subcontract arrangement entered into by Contractor regardless of whether it is entered into with or without TRIPLE CROWN' s consent.

7) No Back Solicitation

Contractor agrees that under no circumstances will it communicate directly with customers introduced to Contractor by TRIPLE CROWN without the written permission of TRIPLE CROWN, except for operational purposes to facilitate the handling of a TRIPLE CROWN shipment. It is understood by Contractor that the provisions of this paragraph relate to back solicitation. Contractor agrees that neither it nor its employees, agents, subcontractors or affiliates will approach customers introduced to Contractor by TRIPLE CROWN for the purpose of selling its service directly or accepting traffic from such customers. However, the preceding sentence will not apply to Contractor with respect to customers that have purchased services directly from Contractor within two (2) years before the effective date of this Agreement. Notwithstanding the foregoing, however, Contractor is in no event permitted to back solicit traffic that it is handling for TRIPLE CROWN. The parties agree that the prohibitions described in this section shall continue during the term of this Agreement and for a period of one (1) year after termination of this Agreement. The parties agree that it would be difficult to determine the amount of actual damages TRIPLE CROWN would suffer for a breach of this section, and accordingly agree to the amount of \$500.00 USD per shipment as liquidated damages, and not as a penalty, for each shipment that is tendered to Contractor, by any person, in violation of this section.

8) Indemnification

Contractor shall release, protect, indemnify, defend and hold TRIPLE CROWN, its parent(s), subsidiaries, affiliates, successors, and assigns, and any broker or freight forwarder for the shipping customer(s) whose freight is to be transported, harmless from and against any and all loss, cost, damage, or expense, including without limitation reasonable attorney's fees, in conjunction with any loss, cost, damage, liabilities, claims, actions, investigations, proceedings, or lawsuits, whether actual or threatened, arising from any of the following:

a) Injury to or death of any person caused by or arising from, in whole or in part, the operations of Contractor, its employees, Subcontractors, or agents, the performance of Contractor of its duties and responsibilities under this Agreement, or Contractor's breach of its obligations under this Agreement.

b) Loss, damage or destruction of any property (other than lading), including property of TRIPLE CROWN, caused by or arising from, in whole or in part, the operations of Contractor, its employees, Subcontractors, or agents, the performance by Contractor, its employees, Subcontractors, or agents, of its duties and responsibilities under this Agreement, or Contractor's breach of its obligations under this Agreement.

c) Loss, damage, or destruction of any lading, including theft and delay, while in the possession of Contractor, its employees, Subcontractors, or agents for which a common carrier would be liable under the terms of the Uniform Straight Bill of Lading, the provisions of 49 C.F.R. Part 1005 and 49 U.S.C. 11707 and other "loss and damage to lading" provisions of the applicable tariff, exempt circular, or contract under which the lading moved. For loss, damage, or destruction of any lading while in the possession of Contractor, its employees, Subcontractors, or agents in Mexico, Contractor shall be solely liable for freight loss, freight damage, and delay claims, as well

as personal injury/death and property damage claims in accordance. This provision supersedes all other provisions governing loss and damage claims between Contractor and TRIPLE CROWN that would otherwise apply.

d) Material acts of misrepresentation, fraud, theft, or embezzlement by Contractor, its employees, Subcontractors, or agents.

e) Failure by Contractor, its employees, Subcontractors, or agents to comply with any applicable rules, regulations, or requirements of any governmental entity having jurisdiction over Contractor's operations including the services under this Agreement.;

f) Any discharge, leak, spill, or emission of any hazardous materials or pollutant being shipped in any trailer or container, provided TRIPLE CROWN gave Contractor notice that such trailer or container contained hazardous materials or pollutants, or Contractor otherwise knew or should have known of such hazardous material or pollutant contents.

g) Any tickets, fines, sanctions and in general any liability caused by Contractor, including without limitation, those derived in case the drivers of the vehicles exceed the speed limits established by applicable laws, the drivers driving intoxicated, carrying cargo in excess of weight, dimension and capacity legal limitations, breaching any transit regulations, and/or not attending any orders from any competent transportation authorities.

h) Any liability in Mexico for not transporting the relevant goods with its supplement bill of lading in accordance with the applicable tax and transportation legislation. The absence, loss or misplacement of the referenced invoice and supplement bill of lading shall make Contractor completely liable of any of the responsibilities and obligations provided in the applicable legal provisions for such default and will leave TRIPLE CROWN safe and harmless from any sanctions that may derive from such default.

i) Any other liability under this Agreement and/or applicable laws, tariffs, rules, regulations, ordinances, and specifications, as well as derived from any breach by Contractor of any provisions of this Agreement.

9) Insurance Requirements

Contractor, at its own cost and expense, shall procure and maintain insurance coverage satisfactory to TRIPLE CROWN, which shall include not less than the following coverage:

a) Worker's Compensation Insurance to meet fully the requirement of any Compensation act, plan, legislative enactment applicable in connection with the death, disability, or injury of Contractor's officers, agents, servants or employees arising directly or indirectly out of performance of the services herein undertaken;

b) Employer's Liability Insurance with limits of not less than \$500,000 each accident, \$500,000.00 USD policy limit for disease, and \$500,000.00 USD each employee for disease;

c) Commercial General Liability Insurance with a combined single limit of not less than \$2,000,000.00 USD per occurrence for injury to or death of persons and damage to or loss or destruction of property. Such policy shall be endorsed to provide products and completed operations coverage and contractual liability coverage for liability assumed under this Agreement. The contractual liability coverage shall be of a form that does not deny coverage for operations conducted within 50 feet of any railroad hazard. In addition, said policy or policies shall be endorsed to name TRIPLE CROWN and its parent(s), subsidiaries and affiliates as additional insureds, and shall include a severability of interests provision;

d) Trucker's Liability Insurance with a combined single limit of not less than \$2,000,000.00 USD each occurrence for injury to or death of persons and damage to or loss or destruction of property. Such policy shall be endorsed to provide Form MCS-90 coverage as presently prescribed by the Federal Motor Carrier Safety Administration and shall meet all insurance requirements of the Motor Carrier Act of 1980, as amended from time to time, and/or any other governmental regulation requiring insurance of motor carriers as a prerequisite for operating authority, as such Act or other regulation shall be implemented from time to time by any duly authorized government agency, regardless of whether such requirements would otherwise have applied to Contractor. Said policy or policies shall also be endorsed to name TRIPLE CROWN and its parent(s), subsidiaries, and affiliates as additional insureds, and shall include a severability of interests provision;

e) Insurance covering damage to lading or cargo with limits of not less than \$250,000.00 USD for freight in each trailer. This insurance shall not be applicable to services in Mexico, unless such is requested by TRIPLE CROWN.

f) For Services in Mexico:

(i) Civil liability insurance for damage to third parties for all owned and non-owned vehicles of Contractor or its employees, Subcontractors, or agents in an amount that is the greater of the minimum requirements established by the competent transportation authorities in Mexico or MXN\$2,000,000.00 Pesos per accident for: injury to or death of persons and damage to or loss or destruction of property, including hazardous materials and/or products, in an accident; damage to property caused in whole or in part by acts or omissions of Contractor or its employees, Subcontractors, or agents; or any other activity associated or related to the Agreement or by acts of God or force majeure, in accordance with applicable Mexican Civil Code, the Federal Labor Law and other applicable Laws (as defined herein).

(ii) When necessary, environmental civil liability insurance in the total amount of not less than MXN\$2,000,000.00 Pesos for each casualty or any other amount or amounts that from time to time are required by TRIPLE CROWN and/or the competent transportation authorities in Mexico, for injury to or death of persons and damage to or loss or destruction of property, and damage to the environment, including from hazardous materials and products, regardless of cause.

Contractor shall furnish certificates of insurance to TRIPLE CROWN, 3 Valley Square, 512 E Township Line Rd, Suite 210, Blue Bell, PA 194622 Attn: Director of Operations, certifying the existence of such insurance. Each insurance policy required by this clause shall be endorsed to state that thirty (30) days advance written notice will be given to TRIPLE CROWN of any material change in, or cancellation of such insurance. For the Mexico insurance, the policies

providing the foregoing coverage shall be issued by insurance institutions duly authorized to operate in Mexico and with acceptable creditworthiness.

If Contractor uses “owner operators” or subcontractors, Contractor will assure the same insurance coverage is extended to cover any and all operations by said owner operators or subcontractors.

The insurance coverage required herein shall in no way limit, affect, or modify Contractor’s obligations or liability under this Agreement.

10) Compliance with Law

Contractor shall comply with all laws, rules, regulations, ordinances, and orders from any and all federal, state or local bodies, including administrative agencies, (collectively, “Laws”) applicable to the operations and service to be performed by Contractor hereunder. These Laws include without limitation the applicable provisions of: employer’s liability, worker’s compensation and worker’s insurance; where applicable, the provisions of the Service Contract Act of 1965 (41 U.S.C. 351-358) and all regulations and directives made by any organization pursuant to that Act; the Mexican Law of Roads, Bridges and Federal Autotransportation and its Regulations, the Railroad Service Regulatory Law and its Regulations, Mexican NOMS, the Sole Exhibit of the Decree, Mexican labor, social security and tax laws; all Laws or other requirements prohibiting discrimination, requiring affirmative action programs, or otherwise addressing the equal treatment of all persons, regardless of age, race, color, religion, sex, national origin, or veteran status; and all Laws and requirements pertaining to the lawful operation of motor vehicles.

Contractor accepts full and exclusive responsibility for the payment of contributions or taxes for unemployment insurance, retirement benefits, pensions or annuities now or in the future imposed under applicable Laws with respect to wages, salaries, or other remuneration paid to persons employed by Contractor on work performed under this Agreement, including without limitation those to be paid to the Mexican Taxpayers Administration Service, IMSS, INFONAVIT, SAR, and any other competent labor, social security and tax authorities.

11) Claims

Contractor agrees that its liability for cargo loss or damage shall be determined by 49 USC §14706 (the Carmack Amendment). Exclusions in carrier’s insurance coverage shall not exonerate carrier from this liability.

Contractor agrees that the provisions contained in 49 CFR 370.1, et seq. shall govern the processing of claims for loss, damage, injury or delay to property and the processing of salvage. For any portion of transportation carried out in Mexico, Contractor agrees that the provisions contained in section V of article 66 of the Mexican Law of Roads, Bridges and Federal Autotransportation, second paragraph of article 52 of the Railroad Service Regulatory Law, and the Sole Exhibit of the Decree shall govern the processing of claims for loss, damage, injury or delay to property and the processing of salvage in Mexico.

12) Severability

Each provision of this Agreement shall be severable from every other. In the event that any provision or provisions of this Agreement shall be held to be null and void in a judicial proceeding or otherwise, such finding shall have no effect on the remaining provisions.

13) Waiver

No waiver of any provision of this Agreement, or of the breach thereof, shall be construed as a continuing waiver of either party's right to enforce any provisions herein nor shall constitute a waiver of any other provision or breach. This Agreement is for specified services pursuant to 49 USC 14101(b). To the extent that the provisions herein are inconsistent with Part (b), Subtitle IV, of Title 49 USC (ICC Termination Act of 1995), the Parties expressly waive all rights and remedies they may have under the Act.

14) Force Majeure

A party shall be excused from its contractual obligations to the extent it is prevented or delayed in such performance due to causes beyond its control, without fault of the party affected and which by the exercise of reasonable diligence could not have been foreseen or avoided ("Force Majeure Conditions"). Force Majeure Conditions may include but are not limited to: act of God, act of the public enemy, authority of law, fire or explosion, lockout, strike, war, act of terrorism, insurrection, derailment or any like causes beyond their control. In order to assert a Force Majeure Condition, the party declaring a Force Majeure Condition shall promptly notify the other parties when the condition begins, the nature of the condition and when the condition is terminated. Notwithstanding the existence of a Force Majeure Condition, the parties shall make commercially reasonable efforts to continue to meet their obligations for the duration of the condition, and the party declaring the condition shall make commercially reasonable efforts to expeditiously remedy the cause of the Force Majeure Condition and shall notify the other party of actions being taken and the projected schedule for implementing the remedy of the Force Majeure Condition. Notwithstanding the foregoing, neither party shall be obligated to settle any strike or labor disturbance except on terms satisfactory to such party. During the pendency of any such force majeure relating to Contractor, TRIPLE CROWN may arrange with other firms or persons for the performance of the services under this Agreement.

15) Notices

Notices and modifications to this Agreement must be in writing and shall be sent to the parties identified below, via First Class Mail, e-mail, or Express:

If to TRIPLE CROWN:

If to Contractor

TRIPLE CROWN
VP of Operations
3 Valley Square,
512 E Township Line Rd, Suite 210
Blue Bell, PA 19422
john.kozinski@triplecrownsvc.com

16) Survival

The representations, rights and obligations of the Parties shall survive termination of this Agreement for any reason, unless such rights and obligations cannot survive the termination of this Agreement due to their nature.

17) Disputes

Any dispute, controversy, or claim arising between the parties with respect to the validity, interpretation, or effect of this Agreement and the rights and obligations created by it shall first be attempted to be resolved through good faith negotiations by mutual agreement between the parties. In the event of a dispute arising out of this Agreement, the parties shall provide each other with 15 days prior detailed written notice in which to cure any alleged default. If no cure is completed (or is not substantially in process), legal proceedings, which may include mediation, may be commenced in not more than two (2) years from date of the last occurrence of default, in the state(s) in which either party has its principal offices. The Parties waive all objections to venue and jurisdiction in those states.

18) No Assignment

This Agreement may not be transferred, assigned, or pledged by either Party without prior written consent of the other Party. This Agreement shall be binding upon and shall inure to the benefit of the Parties, their heirs, executors, administrators, successors, and assigns. Notwithstanding the foregoing, either party may assign or transfer this Agreement upon a change of control or pursuant to a sale of all or substantially all the equity or assets of the assigning party.

19) Integration

This Agreement, which includes all Addenda attached hereto, represents the entire understanding of the parties, and supersede any prior written or oral understanding between the parties, which shall be null and void. Any change, modification, addition to or deletion from this Agreement subsequent to its effective date must be in written form, signed by both parties.

20) Independence of Management

Contractor warrants and represents that no director, officer, employee, or agent of TRIPLE CROWN or its parent or affiliates is a director, officer, employee, or agent of Contractor, and that no director, officer, employee, or agent of Contractor is a director, officer, employee, or agent of TRIPLE CROWN, its parent, or affiliates.

21) Benefit of Parties

This Agreement and each and every provision hereof is intended for the exclusive benefit of the parties hereto, and not any third parties. Nothing contained in this Agreement is intended or may be construed as giving any person, firm, corporation, or other entity, other than the signatories hereto or their permitted successors or assigns, any legal or equitable right, remedy or claim under this Agreement.

22) Applicable Law

Except to the extent governed by federal law, Virginia law shall govern the interpretation and performance of this Agreement without regard to its otherwise applicable principles of conflicts of laws.

23) Confidentiality

The parties shall maintain the confidentiality of this Contract and shall not disclose its terms without the prior written consent of the other party. The parties agree that they shall not use or disclose the terms of the Contract or any information relating to the services under this Agreement, including without limitation all sales and marketing information received from each other, financial information received, fees charged and received, freight charges billed and received, and motor carrier rates given or exchanged with any person or entity (collectively, "Confidential Information"). Confidential Information shall not include information that:

- a. Is or becomes available to the public through no breach of this Agreement.
- b. Is already known to the recipient at the time of the disclosure.
- c. Is subsequently received by the recipient from a third party that is not under a similar non-disclosure obligation to the disclosing party.
- d. Is independently developed by personnel of the recipient that have no knowledge of relevant information disclosed under this Agreement.

24) Recordkeeping and Audit Rights

Contractor shall maintain all records relating to the performance of this Agreement for at least 18 months, or such longer period as may be required by applicable laws pertaining to retention of such records, following performance of this Agreement including during the period following termination. The records maintained by Contractor will include without limitation shipping documents and receipts and other supporting documentation.

25) Anti-Corruption and Anti-Bribery

The services contemplated by this Agreement are permitted by domestic and foreign law, including without limitation U.S., Canadian, and Mexican economic sanctions and embargoes, anti-money laundering, the Foreign Corrupt Practices Act or any other law or regulation enforced by the U.S. Department of the Treasury, Office of Foreign Assets Control, as well as the Mexican Federal Law for the Prevention and Identification of Operations with Resources of Illicit Origin (collectively, "Sanctions Laws"). Neither Contractor nor any person for whose conduct TRIPLE CROWN may be held responsible under this Agreement is a person or entity whose property or interests in property are blocked pursuant to applicable Sanctions Laws. Contractor has at all times conducted its operations in compliance with and has not received any communication or incurred any liability with respect to any alleged, actual, or potential violation of applicable Sanctions Laws. Contractor agrees to conduct any transaction contemplated by this agreement in accordance with the Sanctions Laws and will immediately notify TRIPLE CROWN if it becomes subject to any applicable Sanctions Laws. Contractor must immediately inform TRIPLE CROWN of any possible violation of any applicable Sanctions Laws.

IN WITNESS WHEREOF, the parties, intending to be legally bound, have signed this Agreement this _____ day of _____ 202____:

Triple Crown Services, Inc.

Authorized Signature

Authorized Signature

Print Name & Title

Print Name & Title

Email Address

Email Address

Phone Number

Phone Number