

PARTIES & SERVICES.

This Freight Services Agreement ("Agreement") is entered into between CLN Worldwide LLC, a North Carolina limited liability company ("CLN"), and the client identified in Section 1 ("Customer"), effective as of Customer's signature date. CLN will arrange and/or provide international and domestic freight forwarding, customs brokerage, warehousing, and related logistics services (the "Services"). Customs brokerage Services are performed by CLN's affiliated licensed customs broker, Cargo Logistics Network Company, on CLN's behalf.

INCORPORATED DOCUMENTS.

This Agreement incorporates by reference: (a) CLN's Terms and Conditions of Service set forth in Section 7 of this packet (the "Terms"); (b) the Payment & Credit Terms Agreement in Section 3; (c) the Customs Power of Attorney in Section 5; and (d) the Cargo Insurance Election in Section 4. In the event of conflict, this Agreement controls, then the Terms, then the remaining documents. This Agreement, together with the incorporated documents, constitutes the entire understanding between the parties and supersedes all prior proposals, quotations, and communications, whether written or oral; Customer acknowledges it has not relied on any representation not contained herein. CLN may update the Terms upon thirty (30) days' written or electronic notice; continued use of the Services after that period constitutes acceptance.

RATES & QUOTATIONS.

Rates are as quoted by CLN for each shipment or as set forth in a written rate agreement. Quotations are estimates only and remain subject to change based on carrier rates, fuel and security surcharges, currency adjustment factors, government fees, and accessorial charges actually incurred, all of which are for Customer's account.

TERM & TERMINATION.

This Agreement continues until terminated by either party upon thirty (30) days' prior written notice. CLN may suspend Services or terminate immediately upon Customer's payment default, insolvency, breach of trade-compliance obligations, or where continued performance would in CLN's reasonable judgment violate law. Termination does not affect accrued obligations. Sections concerning payment, liens, indemnification, limitation of liability, audit rights, and governing law survive termination indefinitely.

CUSTOMER REPRESENTATIONS & COMPLIANCE.

Customer represents and warrants on a continuing basis that: (a) it is duly organized and the signer is authorized to bind it; (b) all information furnished to CLN, including descriptions, classifications, values, weights, and country-of-origin data, is accurate and complete; (c) neither Customer nor its affiliates, owners, officers, or counterparties are identified on any restricted-party list maintained by the U.S. government (including OFAC's SDN list, BIS Entity or Denied Persons Lists, or State Department debarment lists), and no shipment involves an embargoed or sanctioned country, region, or party, or a prohibited end use; and (d) it will comply with all applicable export, import, customs, sanctions, and anti-corruption laws. CLN may immediately suspend or refuse any shipment or Service it reasonably believes may violate law or this Section, without liability to Customer for any resulting delay, loss, or cost.

AUDIT RIGHT.

CLN may, upon reasonable notice, audit Customer's shipment and compliance records directly relevant to Services performed, to verify compliance with this Agreement, applicable customs and trade laws, and the accuracy of information furnished to CLN. Customer shall cooperate and provide access to relevant records within a commercially reasonable time.

EXCLUSIVITY; NON-SOLICITATION.

This Agreement is non-exclusive. During its term and for one (1) year thereafter, Customer agrees not to knowingly solicit for employment any CLN employee with whom it dealt under this Agreement, and not to circumvent CLN by contracting directly with agents, co-loaders, or overseas partners first introduced to Customer by CLN with respect to traffic handled by CLN.

ELECTRONIC EXECUTION.

The parties consent to conduct this transaction electronically. Electronic signatures and records satisfy any requirement of a writing or signature under the federal E-SIGN Act and applicable state law, and a signed copy transmitted electronically is as effective as an original.

GOVERNING LAW.

This Agreement is governed by the laws of the State of North Carolina, with exclusive jurisdiction, venue, and dispute-resolution procedures as set forth in Section 28 of the Terms and Conditions of Service.

AGREED & ACCEPTED

CUSTOMER — AUTHORIZED SIGNATURE

DATE

PRINTED NAME & TITLE

COMPANY