

Drivers Hub Xpress Services Agreement

This Delivery Services Agreement (the “Agreement”) is entered into

2024, by and between Drivers Hub Xpress INC, a company having its registered office at 220 Ingraham St. Brooklyn, NY 11237, the United States, (“DHX”), and

.a
company having its registered office at (“RSP”)

WHEREAS DHX subcontracts its delivery services to RSP pursuant to this Agreement; NOW THEREFORE, in consideration of the mutual agreements hereinafter set forth, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Services.

- a. RSP will provide the following delivery services to DHX:
- b. RSP agrees to ensure schedule and requirements for pick-up and delivery are met; RSP agrees to assign employees or drivers to attend orientation or training programs provided by and at the request of DHX.
- c. RSP agrees to provide qualified drivers with a clean background check and professional manner, provide the pick-up and delivery together with any accompanying forms or documentation in a timely manner.
- d. RSP promises to make 3 attempts for each package before returning to the shipper's warehouse. DHX may require additional attempts. The additional attempts will be charged as a new package. If the failure of delivery is caused by a false address, DHX may update the correct address and RSP can arrange

deliveries to the updated address. RSP charges certified wrong addresses as 1 successful delivery. RSP charges 3 attempts with other reason as 1 successful delivery.

- e. RSP will not transfer the delivery work to any third party other than RSP.

2. Rates.

- a. General. DHX shall pay RSP for the Delivery Services subject to weight. See attachment for the detailed last mile delivery price.
- b. Payment. RSP shall invoice DHX on a weekly basis at the end of each service week and will provide to DHX the same billing data and detail, DHX agrees to pay all undisputed amounts invoiced by RSP. Such payments shall be made by DHX by ACH or wire transfer to RSP's account within Fifteen (15) days after received RSP's invoice. DHX will not be liable for any delay in payment caused by a fee dispute.

Information of the designated bank account: Beneficiary Name
Beneficiary Address
Bank Routing Number

Beneficiary Account Number Receiving Bank Name Receiving
Bank Address

3. Agreement period.

The contract period is two years. If either party does not submit a written application

to terminate the agreement 30 days before, this agreement will be automatically renewed for another two years.

4. Compliance with Law.

The parties shall comply with all laws, rules, regulations, or other requirements imposed by any governmental body or entity which are applicable to the performance of services under this Agreement. All RSP should have USDOT number, maintain active authority and transportation permit issued by state law.

5. Insurance.

RSP shall maintain at RSP's expense, always insurance in commercially reasonable amounts on vehicles it owns or rents and cargos against risk of loss and/or damage. DHX shall not provide any insurance coverage for RSP' vehicles and personnel, it being agreed that RSP shall be solely responsible for the provision and maintenance of such coverages.

6. Claim.

DHX reserves the right to initiate claim for suspect missing shipments and damage shipments, RSP should provide shipment successfully

deliver evidence to DHX within Three (3) business days, if RSP fail to provide shipment deliver evidence (Proof of delivery/POD) or NO response in Three (3) business days, DHX should issue claim to RSP based on shipment declaration value. The compensation amount for each package shall not exceed \$50.

- a. If RSP fails or delay delivery at the date agreed in writing by the parties hereto, (with the exception of force majeure), RSP shall pay liquidated damages to DHX equaling to 0.1% of the total freight for the whole course of delivery for each day of delay; if the liquidated damages are insufficient to cover the losses suffered by DHX. RSP shall compensate DHX for the direct economic losses arising therefrom.
- b. If the goods are damaged, lost, destroyed, damaged, deteriorated or polluted due to all or any logistics links of RSP stipulated herein, DHX has the right to request RSP to compensate DHX's direct economic losses.

7. Service should achieve below SLA:

7.1 On-time Delivery Assessment:

Our efficiency targets for RSP are a 95% delivery rate on the first day and 99% by the fifth day. Considering sorting and transport errors, the evaluation criteria for RSP are as follows:

1. If the cumulative delivery rate over the first two days is below 96%, a 5% deduction from the total delivery fees for that day.
2. If the rate doesn't reach 99% by the fourth day, a further 20% deduction will be added.
3. A weekly average OD rate below 99.5% will result in a 5% deduction from the total delivery fees for that week.

7.2 Delivery Quality Assessment:

To reduce delivery errors, such as placing packages in USPS mailboxes or unattended public areas, Proof of Delivery (POD) photos must include: 1) package label, 2) package location, 3) recipient's address, house or room number (please take a full picture of the whole building if there is no number shown)

1. \$50 fine per piece for inadequate POD photos.
2. \$50 fine per occurrence for customer complaints about driver misconduct, such as haphazard package handling (photo or video evidence required).
3. \$500 fine per occurrence for falsifying POD photos, false deliveries, or manipulating delivery records.

7.3 Returns Management:

RSPs need to enhance returns management, ensuring failed packages are scanned failed with correct reasons. If the reason is an address error, RSPs must proactively contact customers for corrections. If a return reason is proven to be an address issue, but the package's address is actually correct, a \$10 fine per piece will be imposed. RSPs are required to scan RSP Return for packages returned to the warehouse; failure to do so will incur a \$2 per piece return processing fee.

7.4 Late Packages:

1. For a package with non-update over 48 hours, \$3 per piece will be fined.

Non-update over 5 days will be an additional \$50 per piece. Non-update point include but not limited to: RSP checkin, RSP sorter scan, RSP return, Failed, Delayed

2. If an RSP fails to report unders every morning on the same day, penalties will apply to Non-update.

8. Limitation of Liability.

a. Limitation of Liability. RSP agrees that neither DHX nor any of its directors, officers, partners, members, managers, agents, and employees shall have any liability, whether direct or indirect, in contract or tort or otherwise, to RSP or any other party for or in connection with the Delivery Services rendered.

b. Waiver of Subrogation. DHX and RSP mutually agree that with respect to any loss which is covered by self-insurance, insurance then being carried by them respectively, or required to be carried hereunder, the one self-insuring, carrying or required to carry such insurance and suffering said loss hereby releases the other of and from any and all claims with respect to such loss; and DHX and RSP further mutually agree that their respective insurance companies (including self-insurance) shall have no right of subrogation against the other on account thereof.

9. Indemnity

RSP hereby releases and will defend, hold harmless, and indemnify DHX, each of its Affiliates, and the respective directors, officers, personnel, agents, representatives, successors, and assigns of the foregoing, from and against any loss, damage, settlement, cost,

expense and any other liability whatsoever (including reasonable legal costs and expenses) arising out of or resulting from any third party allegation or claim or legal proceedings or fine or penalty based on or relating to (i) any personal injury, death, or property damage caused (whether directly or indirectly, solely or jointly) by, arising out of or in connection with any act or omission of RSP, any of its Affiliates, or any of the respective Personnel of the foregoing in connection with the provision of the Services, (ii) any RSP's breach of

any term(s) of the Agreement, (iii) any infringement or misappropriation of any Proprietary Rights, (iv) any negligence, gross negligence, willful misconduct, or strict liability, of the RSP,

any of its Affiliates, or any of the respective Personnel of the foregoing, (v) the performance of the Agreement (including provision of the Service) by RSP, its Affiliates, or their respective Personnel, including but not limited to failed delivery, damage in transit, loss in transit, (vi) the failure of RSP or any of its Affiliates or Personnel to provide accurate or timely information about any Transported Shipment to any government or regulatory authority (including but not limited to Customs authorities), except to the extent such failure is reasonably attributable to DHX or an Affiliate of DHX, (vii) the employment or any terms of employment (including the termination of employment) of any Personnel of RSP or RSP's Affiliates, including without limitation improper employee classification, unpaid wages, unreimbursed expenses, unlawful deductions from wages, or failure to secure valid workers' compensation coverage, including damages, penalties, and interest arising from any such allegation or claim, or violation of any applicable law by RSP or RSP's Affiliates (each a "Claim").

10. Personnel, independent contractors

Relationship of the Parties. RSP and DHX each are independent contractors and have no authority to assume or create obligations on the other's behalf. Nothing herein shall be construed to constitute or deemed to constitute a partnership, joint venture, agency, and/or employer-employee relationship, between the Parties. RSP has exclusive control over its Personnel and policy relating to employment conditions. RSP is responsible for performance of the Services, for compliance by its Personnel with the terms and conditions of the Agreement, and, for compliance with all applicable laws governing the

payment of minimum, regular, or premium wages, reimbursement of expenses, workers' compensation coverage, payment of payroll taxes, proper employee classification, and provision of any required notices regarding violations of such laws. Under no circumstances whatsoever shall DHX and/or any of its Affiliates be considered to be employers of any of the Service

Provider's employees, contractors, sub-contractors, agents, and/or representatives. For any failure so to comply with the obligations set out in this sub-section, RSP shall be subject to the indemnity provisions set forth in Section 6.

11. Intellectual Property.

The copyright and related intellectual property rights of the data, materials, drawings and other materials and information provided by one party to the other party during the cooperation shall be owned independently by the providing party and shall not be transferred under any circumstances. Without the providing party's written consent, the other party shall not use it for any purpose other than this Agreement.

12. Confidential Information.

Each of DHX and RSP will keep confidential and not use on its own behalf (except as set forth in this Agreement) or disclose to any third parties any information regarding the other party's business, affairs, or customers ("Confidential Information"). The Confidential Information shall be used solely in connection with this Agreement and the Delivery Services provided hereunder. DHX and RSP agree to take all necessary steps to ensure the protection of the Confidential Information and shall in no event disclose Confidential Information to third parties.

13. Term and Termination.

a. Term. This Agreement will commence on

, 2024, this Agreement shall continue, on the same terms and conditions, and remain valid until terminable by either party upon no less than thirty (30) natural days advance notice. The validity period of this Agreement is two (2) year.

b. matters not covered herein, a written supplementary agreement shall be reached by both parties through mutual negotiation, and the

supplementary agreement shall

have the same legal effect as this Contract.

c. If this Agreement cannot be performed due to major changes in the objective conditions on which this Agreement is based, the Parties may modify or terminate this Agreement through written agreement reached by both parties through negotiation.

d. Termination for Breach. DHX and RSP shall each have the right to terminate this Agreement if the other party is in material breach of this Agreement, such termination shall follow written notice to the breaching party specifying the nature of the breach. If such breach has not been cured within fifteen(15) natural days after written notice of such breach is delivered to the breaching party, (or such longer time as may be necessary because of the nature of the breach, provided the breaching party is diligently attempting to cure such breach and provided that no additional notice or cure period beyond those specified elsewhere in this Agreement shall apply in the event of a monetary default), the non-breaching party may thereupon terminate this Agreement upon an additional fifteen(15) natural days written notice to the breaching party, and the non-breaching party shall be entitled to all remedies available at law or in equity.

14. Notices.

Any consent, waiver, notice, demand, request, or other Instrument required or permitted to be given under this Agreement shall be in writing and be deemed to have been properly given by email, or by WeChat. when sent by certified or registered United States mail, return receipt requested, postage prepaid, addressed.

If to DHX:

Email: **1@drivershubxpress.com**

Mailing address: **220 Ingraham St. Brooklyn, NY 11237** If to RSP:

Email: **1@drivershubxpress.com**

Notwithstanding the foregoing, invoices and reminder notices may be given via electronic (or email) Delivery, provided the sender verifies receipt. Either party may change its address for notices by notice in the manner set forth above.

15. Force Majeure.

Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any

term of this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including, but not limited to, fire; floods; storms; embargoes, war or acts of war (declared or undeclared); insurrections, riots or other civil commotions; acts of terrorism; strikes, lockouts, or other labor disturbances; explosions; sabotage; accidents; governmental orders; change in statutes, rules or regulations; delays by unaffiliated suppliers or carriers; shortages of fuel, power, raw materials or components; acts of God; or acts, omissions, or delays in acting by any governmental or military authority, or the other party (collectively, "Force Majeure"); provided, however, it is understood that this Section only operates to suspend, and not to discharge, a party's obligations under this Agreement, and that when the causes of the failure or delay are removed or alleviated the affected party shall resume performance of its obligations hereunder and shall not excuse a party's obligation to pay money.

16. Governing Law.

This Agreement shall be governed and construed by the provisions hereof and in accordance with the laws of the State of New York applicable to agreements to be performed in the State of New York, and by applicable federal law.

17. Dispute Resolution.

In case of any dispute between the parties over the interpretation and performance of the provisions hereof, the parties shall negotiate in good faith to settle the dispute. If the negotiation fails, either party may submit the dispute to the court at the place where the Contract is performed for settlement.

18. Effectiveness of the Agreement.

This Agreement is made in duplicate and shall come into force upon signature by legal representatives or authorized agents of both parties.