

Welcome to the Royal Family

Thank you for choosing Royalty Logistics LLC, a minority owned business with our certification below, for your preferred vehicle transport partner. We understand you have many options and are delighted that you have selected us. Our company operates as a 3rd party provider in all 50 states and some parts of Canada. Our mission is to go beyond your normal expectations and to provide you with a level of service that is unmatched in the business. We value your loyalty and consider you part of our family. This packet includes all the documents for us to get started.

- Payment Instructions
- W9
- Insurance
- Minority Owned Business Certification
- Customer Agreement

Please take a moment to review the following documents and return the customer Agreement within 24 hours. If there is no response to this agreement within 24 hours we will consider it a signed agreement. For any questions, comments, or concerns, please let us know by email or phone. We look forward to working with you and thank you again for your business.

Rachel Blatt, President Royalty Logistics, LLC 7261 Kingswood Dr. Bloomfield Hills, MI 48301



Payment Instructions

Please send remittance of invoices paid for by wire transfer to <u>accounting@royaltyships.com</u>. Payments are due upon without prior approval. You may pay by the following options:

- Direct Deposit
- Check

Thank you for your prompt payment

Form W-9
(Rev. October 2018)
Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

	 Royalty Logistics LLC 2 Business name/disregarded entity name, if different from above 									
Print or type. Specific Instructions on page 3.	 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Ch following seven boxes. ✓ Individual/sole proprietor or □ C Corporation □ S Corporation □ Partnership single-member LLC □ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partne Note: Check the appropriate box in the line above for the tax classification of the single-member on LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the danother LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single is disregarded from the owner should check the appropriate box for the tax classification of its own Other (see instructions) ► 	Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) Exemption from FATCA reporting code (if any) (Applies to accounts maintained outside the U.S.)								
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)								
See	7261 Kingswood Dr.									
	6 City, state, and ZIP code									
Bloomfield Hills, MI 48301										
	7 List account number(s) here (optional)									
Par	t I Taxpayer Identification Number (TIN)	**************************************								
Enter backu	your TIN in the appropriate box. The TIN provided must match the name given on line 1 to av p withholding. For individuals, this is generally your social security number (SSN). However, 1	oid Social sec	curity number							

TIN, later. **Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a

So	cial s	secu	rity r	numt	ber					
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or Em	ploy	er id	entif	licati	ion n	umt	er]
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Part II Certification

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- 3. I am a U.S. citizen or other U.S. person (defined below); and
- 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Marhol	Blatt	Date ► 1/2/2024
-				

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- · Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/13/2023

04/13/2023										
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.										
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).										
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РКО	DUCER PFA Transportation Insurance	8 & Si	irety	Services	NAME:	117	-	n Insurance & Surety		
	22601 N. 19th Avenue				PHONE (A/C, No	<u>, Ext): (000)</u>	595-2615	FAX (A/C, No):(6	323)20	9-2610
	Suite 202				È-MAIL ADDRE	ss: cert@	PFAprotects	.com		
	Phoenix			AZ 85027-		IN	SURER(S) AFFOR	DING COVERAGE		NAIC #
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INSU	IRED						-	•		
	Royalty Logistics, LLC				INSURE					
	· · · -				INSURE	RC:				
	7261 Kingswood Drive Bloomfield Hills			MI 49204	INSURE	RD:				
	Bioonnieu Filis			MI 48301-	INSURE	RE:				
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CO	VERAGES CERT	TIFIC	ATE	NUMBER:				REVISION NUMBER:		
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	X POLICY PRO- JECT LOC								\$ \$	1,000,000
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	ANY AUTO					0 1/ 10/2020	0 10, 202 .	· /	\$	
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	WORKERS COMPENSATION							PER OTH- STATUTE ER		
									¢	
		N/A							\$	
	(Mandatory in NH)							E.L. DISEASE - EA EMPLOYEE	\$	
•	DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$	
A	Contingent Cargo Legal Liability			DS055111P230413-001		04/13/2023	04/13/2024	Any one acc / occ		\$250,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Domestic Freight Broker										
CERTIFICATE HOLDER						ELLATION				AI 004146
Master Certificate					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
					AUTHORIZED REPRESENTATIVE					

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JOIN FORCES. SUCCEED TOGETHER.

hereby grants

National Women's Business Enterprise Certification

Royalty Logistics

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE). This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

Business Council, a WBENC Regional Partner Organization. Certification Granted: November 10, 2021 Expiration Date: November 10, 2024

WBENC National Certification Number: WBE2102964

WBENC National WBE Certification was processed and validated by Great Lakes Women's

Great Lakes Women's Business COUNCIL

Authorized by Michelle Richards, President Great Lakes Women's Business Council

NAICS: 484220, 484110, 484230, 488410, 488510 UNSPSC: 25100000, 25101500, 25101501, 25101502, 25101503, 25101504, 25101505, 25101506, 25101507, 25101508, 25101509, 25101510, 25101801, 25101902, 25101904, 25111802, 25111805





Customer Terms & Conditions

This mutual agreement (this "Agreement") is entered into as of _______, between Royalty Logistics, LLC, and ______ Royalty Logistics, LLC is a fully licensed and bonded transport management company registered with the USDOT with a broker license number of 3060768 and MC number 055111 and as legally defined under 49 U.S.C. 513102 Definitions (2), and 49 C.F.R. 5371.2. This agreement is between solely the customer and his, her or its duly authorized agents, (hereinafter referred to as ("Customer") and Royalty Logistics, LLC. The parties agree as follows:

- 1. This agreement and any shipment here under is subject to all terms and conditions of Carrier's tariff and the uniform straight Bill of Lading, copies of which are available at the office of Carrier. This supersedes all prior written or oral representation of Royalty Logistics, LLC and constitutes the entire agreement between customer and Royalty Logistics, LLC and may not be changed except in writing signed by an officer of Royalty Logistics. Customer warrants that he or she or it has read this agreement in its entirety and by continuing with the transaction, fully understands and agrees to its terms. Further, Customer waives any claims or defenses based in whole or in part on not reading, knowing or understanding these terms and conditions and agrees to indemnify and hold harmless Royalty Logistics, for any fees or costs, including attorney's fees and costs arising out of any claims or defenses asserted based upon not reading, having knowledge of, or understanding terms and conditions and the Invalidity or unenforceability of one or more of the provisions in this "Agreement" shall not affect other provisions of this "Agreement".
- Customer agrees and understands that Royalty Logistics, LLC is a registered transportation and property broker and is acting solely in the capacity of a broker. The customer allows Royalty Logistics to contract with licensed and insured Motor Carrier(s), (hereinafter referred to as "Carrier"), to transport vehicle(s) described in the shipping order.
- 3. Customer further agrees and understands that Royalty Logistics, LLC's sole responsibility in the transaction between the customer and Royalty Logistics is to procure a carrier for shipment of the customers vehicle(s) only for shipment, and acts as an "Independent Contractor". Customer understands that Royalty Logistics, LLC never takes possession of, transports, or delivers Customer's vehicle.
- 4. Customer acknowledges and agrees that Royalty Logistics, LLC is hereby authorized to arrange shipment from the area of origin specified to the area of destination specified or as legally and safely as possible to a mutually agreed upon place to load and unload the vehicle(s) as may be necessary due to low hanging tree, low hanging wires, narrow streets and residential restrictions. The Interstate law limits our service to the transportation of the vehicle only. We CANNOT accept any personal affects inside or outside the vehicle. ANY FINES or CHARGES resulting from this will be the Customer's responsibility. Carrier/Agent disclaims any responsibility for personal belongings. If customer wishes to put items in the vehicle, he or she does so at customer's own Risk.
- 5. Customer acknowledges and agrees that as is standard in the industry while the carrier is liable to the Customer on account to the loss or damage to vehicle while vehicle is being loaded /



Customer Terms & Conditions

unloaded on the truck, owner's insurance is in force while vehicle is in transit to or from the truck. Carrier/Agent is authorized to operate the vehicle for purposes of unloading and loading at points of origin/destination

- 6. Customer is totally responsible for preparing vehicle for shipment. All loose parts, fragile or protruding accessories, low hanging spoilers, antennas, etc. must be removed and/or properly secured. Customer shall remove all non-permanent, outside mounted luggage and other racks prior to shipment. Vehicles must be tendered to Carrier in good running condition, (unless otherwise noted) with no more than a half of tank of fuel (preferably ¼ tank). Any part that falls off in transit is the shipper's responsibility, including damages caused by said part to any other vehicle(s) and or person involved. Customer must disarm any alarm system installed in the vehicle or provide proper instructions for this matter. In the event of said alarm sounds and there are no keys or instructions to turn it off, Carrier may silence alarm by any means.
- 7. Customer acknowledges and agrees that Royalty Logistics, LLC shall provide Customer with an estimated pickup and delivery date. However, Royalty Logistics, LLC does not guarantee pick up or delivery on specified dates of shipments. Although Royalty Logistics, LLC will make good faith attempt to move the vehicle as promptly as possible and in accordance with owner's instructions. ALL DATES ARE CONSIDERD ESTIMATED. Royalty Logistics, LLC/ Carrier shall not be held responsible for loss or damages occasioned by delays of any kind or for any reason, car rental fees or any accommodation fees due to the delay of shipment Royalty Logistics, LLC/ Carrier shall not be held liable for failure of mechanical or operating parts of Customer's vehicle.
- 8. At the time of pickup, Customer or Agent of Customer and Carrier will carefully inspect the vehicle for pre-existing damage (exterior only) by completing a vehicle inspection report recorded on the Bill of Lading. Carrier and Customer/Agent of Customer will both acknowledge the condition of the vehicle and Customer will sign and receive copy of Bill of Lading. At the time of delivery Customer/Agent will carefully inspect vehicle for possible damages incurred during transit. Carrier and Customer will both acknowledge the condition of vehicle and Customer will sign and receive a final copy of Bill of Lading. Damage must be noted in the proper place on the Bill of Lading and signed by the Customer regardless of weather conditions, time of day, or day of week. Signing the Bill of Lading and inspection report upon the delivery of the vehicle, and without notation of any damage upon post inspection verifies that Customer has received his vehicle(s) in satisfactory condition, and that Royalty Logistics, LLC and Carrier is relieved of any further responsibility. Carrier Damage claims are covered by a minimum of one million (\$1,000,000) public liability and property damage. All claims must be notified within 48 hours of delivery and submitted in writing within 7 business days with all the information, including but not limited to signed BOL, Condition Reports, Estimated Costs for repair, Pictures of damages, and any proof of Carrier's liability. Royalty Logistics only assumes liability for any property damage claims to the Customers' vehicle only after Royalty Logistics, LLC has exhausted all resources to remedy from insurance held by Carrier, whereas the claim was proved to be the fault of carrier, and not any other reason. Owner acknowledges and agrees that the persons



Customer Terms & Conditions

listed at the point of origin and the point of destination are appointed agents for releasing vehicle or accepting delivery and thus releasing Carrier/ Royalty Logistics, LLC from all claims upon acceptance of delivery.

- 9. Customer agrees and understands that all claims for damage to property arising out of or occurring during the taking possession, transporting, or delivery of Customer's property falls under the Carmack Amendment, if the transport is interstate. As outlined in Section 10761 of the Interstate Commerce Act the payment for freight charges may not be postponed due to alleged loss or damage. These charges should not be paid in full and the portion applicable to the lost or damaged item should be included in the freight claim. The following items are important to remember: a. Claims and payment of transportation charges are two entirely different transactions. b. ICC regulations prohibit withholding the payment for transport due to a pending claim. c. Without payment of the transport charges, payment for transportation has not been made. A valid claim will not be paid until freight charges are made.
- 10. Royalty Logistics, LLC and Carrier will not be responsible for damage claims resulting in the following.
 - Damage caused by Acts of God, Vandalism or the Authority of the law.
 - Damage caused by leaking fluids, battery acids, cooling systems fluids, antifreeze solution, and industrial fallout.
 - Damage caused by failure, or the lack of factory tie down brackets/holes.
 - Damage occurring while unloading non-operational or "Inop"" vehicles.
 - Mechanical, electrical/electronic functions exhaust systems, alignment, suspension, transmission, clutches, brakes or engine tuning. Inspection of these items is not practical at the time of shipment.
 - Damage or loss of loose parts or special equipment such as window shades, louvers, convertible or detachable tops or caps, camper tops, bed liners, aftermarket items, etc. when not listed on the bill of lading and/or when not properly wrapped or stored to prevent damage. Royalty Logistics, LLC will not be responsible for anything with less than 6 inches of clearance from the ground.
 - Damage to tires not due to carrier negligence.
 - Damage caused by freezing or overheating of cooling system and/or batteries.
 - Protection from freezing and overheating is the responsibility of the Customer.
 - Damage to interior such as dash boards, rugs, seats, etc., as interiors are not inspected.
 - Glass cracks from a pre-existing defect.
 - Antennas that extend more than (3) inches above the mounted area. Removal or detraction of antenna is the Customer's responsibility.
 - Cost or expenses, including towing or repair charges, resulting from malfunctioning vehicle.
 - Loss and/or damage to articles or personal belongings left in vehicle.
 - Damage because of overloaded vehicle or suspension failure including but not limited to suspensions, exhaust systems, oil pans, transmission casing, front or rear axle, mufflers/exhaust systems, etc.



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- Damage unable to detect due to poor weather conditions, poor lighting conditions or vehicle's dirty condition
- LIMITATION OF LIABILITY: IN NO EVENT SHALL ROYALTY LOGISTICS LLC BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS OR REVENUE OR DOWNTIME EVEN IF ROYALTY LOGISTICS LLC HAS BEEN ADVISED OF THE POSSIBILITY OF THE FOREGOING. IN NO EVENT SHALL ROYALTY LOGISTICS LLC LIABILITY ON ANY CLAIMS FOR DAMAGES ARISING OUT OF OR CONNECTED WITH THE SERVICES OR OTHERWISE EXCEED THE LESSER OF CUSTOMER'S DIRECT DAMAGES OR THE PRICE PAID BY CUSTOMER FOR THE SERVICES.
- 11. All non-operational or "Inop" vehicles tendered for transportation or oversized (dual or oversized wheels, extra-large, racks, lifted, limo etc.,) require additional costs. Customer should inquire as to the cost prior to transport. If Royalty Logistics is not advised prior to pick up, all extra charges must be paid by customer, and will be charged an additional minimum of a \$100.00. If a vehicle is rendered for shipment and later becomes non-operational or "Inop" an additional minimum of \$100.00 fee will have added onto the amount of shipment.
- 12. The parties agree that if either party provides the other party with non-public written documentation which the disclosing party wants treated as being confidential, the disclosing party will clearly mark the documentation with a legend stating that the documentation is considered confidential by the disclosing party. The recipient will use at least the same effort to avoid disclosure of the confidential documentation as the recipient uses with respect to the recipient's confidential documentation but in no event less than due care.
- 13. Royalty Logistics, LLC reserves the right to terminate a price estimate prior to acceptance by Customer. Royalty Logistics, LLC may change the terms of a payment of an order, if, prior to transportation, Royalty Logistics, LLC determines there is a significant change in the financial condition of Customer or Customer is in breach of an order. In the event Royalty Logistics, LLC so terminates an order, such termination shall be without liability to Royalty Logistics, LLC and shall be effective upon written notice of termination or modification to Customer. If Royalty Logistics, LLC extends credit to Customer, payment is due net thirty (30) days from the date of the invoice. Prices stated in a quotation or invoice do not include taxes unless stated therein (Unless Tax Exempt). Unless Customer shall have provided Royalty Logistics, LLC with a valid and effective tax exemption certificate or satisfactory evidence of the same, all federal, state and local taxes (other than those based upon Royalty Logistics, LLC net income) imposed upon the transportation shall be paid by Customer. Past due amounts may be subject to an interest charge of the lower of one and one-half percent (1.5%) per month or the highest rate permitted by law plus all reasonable fees and expenses of collection, including but not limited to attorney fees. If Customer becomes delinguent with its payment obligations or if Royalty Logistics, LLC determines that Customer's business operations become a risk of collection, Royalty Logistics, LLC may, at its option, require that all purchase orders be pre-paid via credit card. Payment to Royalty Logistics, LLC is not contingent upon Customer's receipt of payment from any other party, and Customer warrants that he/she will pay the full transportation price due to Royalty



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Logistics, LLC, and not to the Carrier, and will not try offset any dispute for damage claims and/ or delays etc. from transport charges with the Carrier.

- 14. Customer's submission of an order or other similar document is conclusive assent to and acceptance of these standard Terms and Conditions unless specific terms are objected to in writing by the Customer and accepted in writing by Royalty Logistics', LLC. If customer fails to return this Agreement Signed to Royalty Logistics', LLC, but allows the carrier assigned by Royalty Logistics to transport Customer's Vehicle. The Customer expressly agrees to the terms and conditions outlined in this agreement. A customer's online acceptance, electronic signatures, fax, or scanned images of signature pages will be deemed an execution an agreement or document. All orders or any other agreement between Customer and Royalty Logistics, LLC will be governed by the Customer Terms and Conditions, which may be amended from time to time by Royalty Logistics, LLC. Should Royalty Logistics, LLC provide Services to Customer under the Agreement, Royalty Logistics, LLC will have the rights and obligations accompanying any such order or purchase.
- 15. Each party agrees to promptly provide written notice of any suspected breach of this Agreement, the specifics of any claim of breach and to provide the other with a reasonable opportunity to investigate and cure any curable matter. To bring an action against Royalty Logistics, LLC Customer must give notice to Royalty Logistics of any claim within six (6) months of the date the claim arises, and such claim must be in accordance with this Agreement. No claim of breach of this Agreement shall be made by Customer unless and until all uncontested amounts are paid to Royalty Logistics, LLC If notice is to be given to Royalty Logistics, LLCI, it shall be given as set forth below:

Royalty Logistics, LLC

Attn: Rachel Blatt

7261 Kingswood Dr.

Bloomfield Hills, MI 48301

At the address set forth on the applicable order. All notices will be deemed received one (I) business day after deposited in a nationally recognized overnight carrier service; five (5) days after deposited with the United States Postal Service; or the day transmitted by confirmed facsimile transmission, if sent during normal business hours. Either Party may update its notice address by sending written notice of such change to the other Party. 16. Any waiver of a breach of this Agreement shall not be effective unless it is submitted in writing and signed by an officer of the waiving party. 17. This Agreement shall be construed in accordance with the laws of the State of Michigan. The parties here agree that all actions or proceedings arising in connection to this agreement shall be tried and litigated in the State or Federal court located in the County of Oakland, in the state of Michigan. Each party waives any right it may have to assert the doctrine of forum non-convenience or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section. By action of this provision, the parties agree



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to submit to the personal jurisdiction of the State and/or Federal Court located in Oakland County, Michigan 18. The termination of this Agreement shall not affect the obligations of either party to the other that arise under the terms and conditions of this Agreement, rights arising from this Agreement, or causes of action which have accrued prior to the date of the termination.

Royalty Logistics, LLC	Customer Name:
Rachel Blatt- President	Name & Title:
Signature:	Signature:
Date:	Date: