

DELIVERY VENDOR SUBCONTRACTOR UNDERTAKING AGREEMENT

This Undertaking and Agreement (“Undertaking”) is made by the

Sub-Contractor Name

as a Delivery Vendor Subcontractor (“Delivery Vendor Subcontractor”) who has been engaged by

Master Contractor Name

/ _____
Master’s Company Name

the Delivery Vendor (“Delivery Vendor”), who was assigned by Distribution Cooperative Network of New York, Inc. (“DCN”) under a written agreement, to pick up, transport and deliver general merchandise (“Transportations Services”) for customers (“Customers”) of Subscribing Client, PDX, Inc. (“Subscribing Client”). The Subscribing Client and DCN have a separate written agreement allowing Delivery Vendor to provide Transportation Services to Subscribing Client’s Customers. In consideration of Subscribing Client allowing Delivery Vendor Subcontractor to provide Transportation Services to Subscribing Client’s Customers, pursuant to an agreement between Delivery Vendor and Delivery Vendor Subcontractor, Delivery Vendor Subcontractor undertakes, agrees, promises, and understands that:

1. Effective Date. The Effective Date of this Undertaking shall be the earlier of the date the Delivery Vendor Subcontractor provides Transportation Services to Subscribing Client’s Customers or the date the Delivery Vendor Subcontractor executes this Undertaking.

2. Subscribing Client Permission. Subscribing Client, in the sole discretion of its President, may revoke its permission allowing Delivery Vendor Subcontractor to provide any Transportation Services to Subscribing Client’s Customers.

3. Payment. All payments due and owing to Delivery Vendor Subcontractor for Transportation Services provided to Subscribing Client’s Customers are the sole obligation of the Delivery Vendor with whom Delivery Vendor Subcontractor contracted to provide such Transportation Services. Neither Subscribing Client nor its Customers have any contractual or other obligation to pay Delivery Vendor Subcontractor for Transportation Services.

4. Confidential Information.

(a) “Confidential Information” shall mean the information of Subscribing Client, and/or its Customers, as the case may be, including, but not limited to, inventions, proprietary information and business matters or affairs (including, but not limited to, information relating to inventions, disclosures, processes, systems, methods, formulas, patents, patent applications, materials, research activities and plans, business proposals, product cost data, contracts, forms, information concerning competitive strengths and weaknesses, promotional methods, customer lists, customer and supplier account preferences and requirements, personal information related to or concerning Subscribing Client and/or its Customers, employees and vendors (including, but not limited to, name, address, date of birth, social security number, and/or any other personally identifiable information), business plans and strategies, procedures, grant proposals, sales and pricing information, cost data, advertising information, as well as information

of a confidential or proprietary nature received from customers, suppliers, vendors, joint ventures and other collaborators), and computer programs, software and documents relating to any of the foregoing, regardless of the form or medium contained or stored in (including hard copy, electronic or digital form), as well as copies or multiple versions of each. Such Confidential Information shall include, for purposes of this Undertaking, any such information not generally known by the trade or public, even though such information has been disclosed to one or more third parties or to Subscribing Client, pursuant to confidentiality agreements, disclosure agreements or other agreements entered into by Subscribing Client with any third party. For purposes of this Undertaking, the definition of Confidential Information applies equally to information acquired, learned, or disclosed prior to, simultaneously with, or after the Effective Date.

(b) No Disclosure of Confidential Information. Delivery Vendor Subcontractor shall protect and guard, and not use for personal benefit or the benefit of anyone other than Subscribing Client, or disclose, publish, communicate, reveal or divulge, directly or indirectly, any Confidential Information of Subscribing Client and/or its Customers to any person or entity at any time or in any manner without the prior written consent of the President of Subscribing Client, which consent may be withheld in his/her sole discretion, except as required in the course of providing Transportation Services under this Undertaking. Notwithstanding the foregoing, Delivery Vendor Subcontractor, warrants and acknowledges that all Subscribing Client's and Customers' data whether or not it is included within the definition of Confidential Information shall remain on Subscribing Client's or DCN's computer resources and Delivery Vendor Subcontractor shall not copy, forward, retain any Subscribing Client or Customer data (including, but not limited to, Confidential Information) onto any Subscribing Client-provided or non-Subscribing Client-provided computer, personal computer or any other mass storage device (including, but not limited to, DVDs, CDs, USB Devices/Drives), unless directed to do so in writing by Subscribing Client's Director of Information Technology.

(c) Inevitable Use or Disclosure. Delivery Vendor Subcontractor shall not, while providing transportation for Subscribing Client's Customer's, and for a period of two years after the termination of the assignment to provide Transportation Services to Subscribing Client's Customers, for any reason whatsoever, without the written consent of the President of Subscribing Client, which consent may be withheld by the President of Subscribing Client in his/her sole discretion, directly or indirectly, engage in, represent in any way, be connected with, furnish consulting services to, be employed by, or have any interest in, whether as owner, employee, principal, partner, servant, agent, employee, representative, independent delivery vendor, member, distributor, consultant, officer, director, stockholder, or otherwise, whether or not for fees or compensation, any business which through the faithful performance of its/his/her duties thereof could reasonably be anticipated to lead to the use or disclosure of Confidential Information.

(d) Ownership and Return of Subscribing Client's Property on Termination. Delivery Vendor Subcontractor acknowledges and confirms that all Confidential Information which is conceived, developed, or made in the course of the assignment to provide Transportation Services to Subscribing Client's Customers, or disclosed to or otherwise acquired by Delivery Vendor Subcontractor in the course of being assigned by Delivery Vendor to provide Transportation Services to Subscribing Client's Customers, are and shall remain the sole and exclusive property of Subscribing Client; that Delivery Vendor Subcontractor shall not retain, copy or otherwise appropriate any of such Confidential Information for Delivery Vendor

Subcontractor's own use or the use or purposes of any third party, without the prior written consent of the President of Subscribing Client, which consent may be withheld by the Subscribing Client's President in his/her sole discretion; and that, upon the termination of the assignment of providing Transportation Services to the Subscribing Client's Customers, for any reason whatsoever, Delivery Vendor Subcontractor shall promptly return all such Confidential Information, including, but not limited to, all copies or multiple versions thereof (regardless of the form or medium contained or stored in (including, but not limited to, hard copy, electronic or digital form)), to the Subscribing Client and, in the case of intangible information, shall continue to hold them as the confidential property of Subscribing Client and/or its Customers, as the case may be, and not disclose them, directly or indirectly, or use them for any purpose, without the prior written consent of the President of the Subscribing Client or its Customers, which consent may be withheld by the Subscribing Client's President in his/her sole discretion or the President of Customer in his or her sole discretion, as the case may be. Additionally, upon the termination of the assignment of providing Transportation Services to the Subscribing Client's Customers, for any reason whatsoever, the Delivery Vendor Subcontractor shall promptly return to Subscribing Client all property of Subscribing Client or its Customers in Delivery Vendor Subcontractor's possession or control which refer or relate to Subscribing Client's business, or which are otherwise the property of Subscribing Client, including, but not limited to, all confidential and proprietary business information, papers, documents, letters, company models, databases, invoices, notes, memoranda, office keys, desk keys, access cards/keys, security passes/key fobs, credit cards, records, customer and supplier lists, customer and supplier materials or documents, computers and computer equipment, computer data, computer models, office equipment, employment records and all documents of any type (including, but not limited to, financial reports, tax records, business plans, Subscribing Client manuals, etc.) which were created by Delivery Vendor, Delivery Vendor Subcontractor or other employees, representatives or agents of DCN and/or the Delivery Vendor and/or Delivery Vendor Subcontractor and/or Subscribing Client and/or Subscribing Client's Customers in the course of their employment and/or relationship with Subscribing Client, as well as copies or multiple versions thereof, regardless of the form or medium retained or stored in (including hard copy or electronic or digital form).

5. Restrictions During and After the Engagement.

(a) Subscribing Client has invested and will continue to invest substantial time, effort, money, and other resources in the creation, development, maintenance and protection of Confidential Information, as well as substantial and ongoing customer and industry relationships, all of which is proprietary, permit Subscribing Client to gain a substantial advantage in the marketplace and represent assets of great value to Subscribing Client and which may be disclosed and/or available to Delivery Vendor Subcontractor. Additionally, Subscribing Client has invested and will continue to invest substantial time, effort, money, and other resources in the creation, development, maintenance and protection of its proprietary information such as customer lists, pricing, customer contacts and software applications, which permits Subscribing Client to gain a substantial advantage in the marketplace and represents an asset of great value to Subscribing Client. In recognizing the foregoing, Delivery Vendor Subcontractor shall not, directly or indirectly, while providing Transportation Services to Subscribing Client's Customers and for a period of two years after the termination of the assignment to provide Transportation Services to Subscribing Client's Customers, for any reason whatsoever, without the written consent of the

President of Subscribing Client, which consent may be withheld by the President of Subscribing Client in his/her sole discretion:

(i) Use the name of Subscribing Client or any of its affiliates or related names or any variation thereof, on any business card, stationary or other printed material; or

(ii) Solicit, attempt to solicit, or cause to be solicited any party who was a Customer of Subscribing Client during or at the termination of the assignment to provide Transportation Services to Subscribing Client's Customers, for any reason whatsoever, or who was actively solicited to become a customer by Subscribing Client, its agents, representatives, or employees within 12 months prior to the termination of the engagement, for any reason whatsoever; or

(iii) Hire or employ any employee or other person associated with Subscribing Client on behalf of any individual, corporation or other entity or induce or attempt to induce any employee or other person associated with Subscribing Client (including, but not limited to, any delivery vendor under an agreement with DCN and/or Subscribing Client) to leave the employ of or cease doing business with DCN and/or Subscribing Client; or

(iv) Induce or attempt to induce any customer, consultant, supplier, vendor or any other person or entity to cease doing business with Subscribing Client; or

(v) Become employed by or perform services to or for any entity to which the Delivery Vendor Subcontractor was assigned to provide Transportation Services to; or

(vi) Engage in, represent in any way, be connected with, furnish consulting services to, be employed by, or have any interest in, whether as owner, employee, principal, partner, servant, agent, employee, representative, independent delivery vendor, member, distributor, consultant, officer, director, stockholder, or otherwise, whether or not for fees or compensation, any business that engages in business activities included within, arising out of or related to Subscribing Client's business; provided, however, that the foregoing shall not prohibit Delivery Vendor Subcontractor from owning up to five percent (5%) of any class of equity securities of a company whose securities are publicly traded on a United States national securities exchange or in a United States national market system.

6. Mandatory Arbitration. The Subscribing Client and the Delivery Vendor Subcontractor agree that any Covered Claim (as further defined below) shall be submitted to and decided by binding arbitration in the city closest to the location where the Delivery Vendor Subcontractor provides Transportation Services to Subscribing Client's Customers. Excluded Claims (as defined below) shall not be subject to arbitration between Subscribing Client and Delivery Vendor Subcontractor. The arbitration shall be administered by the American Arbitration Association, 1633 Broadway, 10th Floor, New York, New York 10019, www.adr.org, 800-778-7879 ("AAA"), or JAMS, 620 Eighth Avenue, 34th Floor, New York, New York 10018, www.jamsadr.com, 800-352-5267 (AAA or JAMS, as the case may be, is hereinafter referred to as the Administrator). Except as otherwise provided for in this Undertaking the arbitration shall be conducted in accordance with the arbitration rules of the Administrator applicable at the time the arbitration is commenced. A copy of the current version of the rules of the Administrator can be obtained by

contacting the Administrator. If the rules of the Administrator are inconsistent with the terms of this Undertaking, the terms of this Undertaking shall control. The arbitrator assigned by the Administrator ("Arbitrator"), and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the enforceability or formation of this Undertaking and the arbitrability of dispute between Delivery Vendor Subcontractor and Subscribing Client. The Arbitrator's decision shall be final and binding upon the Delivery Vendor Subcontractor and Subscribing Client.

(a) Covered Claims. The term "Covered Claims" include, but are not limited to, any claims, other than Excluded Claims, the Delivery Vendor Subcontractor may have against the Subscribing Client and/or against its officers, directors, shareholders, members, supervisors, managers, employees, or agents in their capacity as such, or that, other than Excluded Claims, the Subscribing Client may have against the Delivery Vendor Subcontractor and/or against its officers, directors, shareholders, members, supervisors, managers, employees, or agents in their capacity as such. Covered Claims further include, but are not limited to, other than Excluded Claims, claims for breach of any contract or covenant (express or implied), tort claims, claims for wages or other compensation due (including payments, penalties, interest, or liquidated damages related thereto), claims for reimbursement of business expenses, claims for wrongful termination (constructive or actual), claims for discrimination or harassment (including, but not limited to, harassment or discrimination based on race, age, color, sex, gender, national origin, alienage or citizenship status, creed, religion, marital status, partnership status, military status, predisposing genetic characteristics, medical condition, psychological condition, mental condition, criminal accusations and convictions, disability, sexual orientation, or any other trait or characteristic protected by federal, state, or local law), claims for violation of any federal, state, local or other governmental law, statute, regulation, or ordinance, including, but not limited to, all claims arising under Title VII of the Civil Rights Act, as amended, the Americans with Disabilities Act, as amended, the Family and Medical Leave Act, as amended, the Fair Labor Standards Act, as amended, the Equal Pay Act, as amended, the Employee Retirement Income Security Act, as amended, the Civil Rights Act of 1991, as amended, Section 1981 of U.S.C. Title 42, the Sarbanes-Oxley Act of 2002, as amended, the Worker Adjustment and Retraining Notification Act, as amended, the Age Discrimination in Employment Act, as amended, the Uniform Services Employment and Reemployment Rights Act, as amended, the Genetic Information Nondiscrimination Act, any state human rights law, any state labor law, any state civil rights law, any state whistleblower law or any state anti-retaliation and anti-discrimination laws, the U.S. Constitution, or the Constitution of any state, all of their respective implementing regulations and any other federal, state, local, or foreign law (statutory, regulatory, or otherwise). Covered Claims are covered herein regardless of whether they have already accrued or will accrue in the future.

(b) Excluded Claims. The following claims are excluded from Covered Claims in Subsection (a) above: claims for unemployment compensation, claims workers' compensation, unfair labor practices under the National Labor Relations Act and/or claims filed with the Equal Employment Opportunity Commission ("EEOC") or any similar state agency (Excluded Statutory Claims). Furthermore, claims arising out of or related to any agreement or undertaking entered into by the Delivery Vendor Subcontractor for the benefit of a Subscribing Client relating to protection of confidential information, non-competition, non-solicitation and/or non-solicitation including, but not limited to, those set forth in Sections 4 and 5 of this Undertaking, shall also be excluded from the definition of Covered Claims in Subsection (a) above as well as be excluded

from the arbitration process under this Undertaking (Excluded Undertaking Claims). By way of definition, under this Undertaking Excluded Statutory Claims and Excluded Undertaking Claims are collectively referred to herein as Excluded Claims. Nothing in this Undertaking shall be interpreted to mean that the Delivery Vendor Subcontractor is precluded from filing complaints with the National Labor Relations Board (NLRB), EEOC and/or any similar state agency, however, the Delivery Vendor Subcontractor shall not be entitled to any monetary relief or recovery from such complaints filed with the NLRB, EEOC and/or any similar state agency.

(c) WAIVER OF CLASS ACTION AND COLLECTIVE/REPRESENTATIVE ACTION CLAIMS. THE DELIVERY VENDOR SUBCONTRACTOR AND THE SUBSCRIBING CLIENT EXPRESSLY INTEND AND AGREE THAT: (A) CLASS ACTION AND COLLECTIVE/REPRESENTATIVE ACTION PROCEDURES SHALL NOT BE ASSERTED, NOR WILL THEY APPLY, IN ANY ARBITRATION PURSUANT TO THIS UNDERTAKING; (B) EACH WILL NOT ASSERT CLASS ACTION OR COLLECTIVE/REPRESENTATIVE ACTION CLAIMS AGAINST THE OTHER IN ARBITRATION OR OTHERWISE; AND (C) THE DELIVERY VENDOR SUBCONTRACTOR AND THE SUBSCRIBING CLIENT SHALL ONLY SUBMIT THEIR OWN, INDIVIDUAL CLAIMS IN ARBITRATION AND WILL NOT SEEK TO REPRESENT THE INTERESTS OF ANY OTHER PERSON. FURTHER, THE DELIVERY VENDOR SUBCONTRACTOR AND THE SUBSCRIBING CLIENT EXPRESSLY INTEND AND AGREE THAT ANY CLAIMS BY THE DELIVERY VENDOR SUBCONTRACTOR WILL NOT BE JOINED, CONSOLIDATED, OR HEARD TOGETHER WITH CLAIMS OF ANY OTHER DELIVERY VENDOR SUBCONTRACTOR OR THIRD PARTY. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE RULES OF THE ADMINISTRATOR, AND THE GENERAL GRANT OF AUTHORITY TO THE ARBITRATOR, THE ARBITRATOR SHALL HAVE NO JURISDICTION OR AUTHORITY TO COMPEL ANY CLASS OR COLLECTIVE/REPRESENTATIVE CLAIM OR ACTION, TO CONSOLIDATE DIFFERENT ARBITRATION PROCEEDINGS OR TO JOIN ANY OTHER PARTY TO AN ARBITRATION BETWEEN THE SUBSCRIBING CLIENT AND THE VENDOR. THE VALIDITY AND EFFECT OF THIS SECTION 5 SHALL BE DETERMINED EXCLUSIVELY BY AN ARBITRATOR AND NOT BY A COURT.

(d) Waiver of Trial by Jury. Any right to a jury trial is expressly waived.

(e) Claims Procedure. Arbitration shall be initiated upon express written notice. The notice of a Delivery Vendor Subcontractor's claim shall be mailed by certified or registered mail, return receipt requested to Subscribing Client, addressed to *Parts Distribution Xpress (PDX), P.O. Box 329, Essington, PA 19029*. Written notice of the Subscribing Client's claim may be mailed to the last known address of the Delivery Vendor Subcontractor. The written notice shall identify and describe the nature of all claims asserted and the facts upon which such claims are based. Written notice of arbitration shall be initiated within the same time limitations that applicable state law applies to those claim(s) except as set forth in this Undertaking.

(f) Arbitrator Selection and Authority. Any arbitration shall be conducted before a single arbitrator selected from a list of potential arbitrators provided by the Administrator. The Arbitrator shall be a former judge or lawyer with at least ten years' experience in commercial

transportation law. The Arbitrator shall be authorized to award all remedies available under the substantive law applicable to the Covered Claim. The Arbitrator's award shall include a written explanation of the factual findings and legal conclusions reached in issuing the award. The Arbitrator's award will be final and binding on the Parties.

(g) Governing Law Of Arbitration. The arbitration shall comply with and be governed by the provisions of the New York Arbitration Law contained in New York Civil Practice Laws and Rules, Sections 7501-7515. The Arbitrator shall apply the substantive state or federal law (and the law of remedies, if applicable) as applicable to the Covered Claim(s) asserted. Covered Claims arising under federal law shall be determined in accordance with federal law. Common law claims shall be decided in accordance with the substantive law of the state where the Delivery Vendor Subcontractor is providing Transportation Services to Subscribing Client's Customers, without regard to conflict of laws principles.

(h) Compelling Arbitration/Enforcing Award. Either Party may ask a court to stay or dismiss any court proceeding, to compel arbitration and to confirm, vacate, or enforce an arbitration award. Judgment on the award rendered by the Arbitrator may be entered in any court having jurisdiction thereof.

(i) Arbitration Fees and Costs. Except as otherwise required by controlling law as determined by the Arbitrator, each Party shall be responsible for one half of the Arbitrator's fees and expenses. Each Party shall pay its own costs and attorneys' fees, if any in connection with the arbitration. However, if any Party prevails on a statutory claim that affords the prevailing party attorneys' fees and costs, the Arbitrator may award reasonable attorneys' fees and costs in accordance with the applicable statute or written agreement. The Arbitrator shall resolve any dispute as to the reasonableness of any fee or cost that may be awarded under this Section.

7. Breach. The restrictions and obligations contained in this Undertaking, in view of the nature of Subscribing Client's business are reasonable and necessary to protect the legitimate business interests of Subscribing Client and its Customers, and that any breach or threatened breach of this Undertaking will cause irreparable injury to Subscribing Client, that money damages shall not provide an adequate remedy, and that their enforcement would not impose a hardship or significantly impair the Delivery Vendor Subcontractor's ability to provide services and earn compensation. The remedy at law for any breach of the foregoing shall be inadequate, and Subscribing Client shall therefore be entitled to, in addition to any other relief available to it, preliminary, temporary and permanent injunctive relief without the necessity of proving irreparable harm. If provisions of this Undertaking are ever determined by a court of competent jurisdiction to exceed limitations permitted by law, then such provisions shall be reformed automatically to set forth the maximum limitations permissible by law. If Delivery Vendor Subcontractor violates any of the restrictions contained in this Undertaking, the relevant restricted period shall be extended by a period equal to the length of time from the commencement of any such violation until such time as such violation shall be deemed, in the sole judgment of the President of Subscribing Client, to be cured. Nothing contained herein shall be considered as prohibiting Subscribing Client from pursuing any other remedies available to it for such breach or threatened breach, including, but not limited to, any recovery of damages from Delivery Vendor Subcontractor. Delivery Vendor Subcontractor shall be liable for any attorneys' fees and costs

that Subscribing Client incurs in connection with the enforcement of Excluded Claims under Section 5 (b).

8. Delivery Vendor Subcontractor covenants to: (i) maintain such licenses (including, but not limited to, an appropriate driver's or operator's license), permits and other registrations required to enable Delivery Vendor Subcontractor to provide Transportation Services to Subscribing Client's Customers, in a vehicle of Delivery Vendor Subcontractor's choice; (ii) maintain such vehicle(s) in good, clean condition as shall be reasonably necessary for Delivery Vendor Subcontractor to provide such Transportation Services; (iii) provide when requested by the Subscribing Client evidence satisfactory to the Subscribing Client of Delivery Vendor Subcontractor's insurance coverage with respect to Delivery Vendor Subcontractor vehicle(s) used to provide Transportation Services to Customers, with limits of no less than \$100,000 (One Hundred Thousand Dollars) per claim and \$300,000 (Three Hundred Thousand Dollars) in the aggregate, and all state-mandated insurance coverage's for said vehicle(s) ("Delivery Vendor Subcontractor Insurance"); (iv) be responsible for all maintenance, fuel, tolls, maps, GPS services, inspections, parking, parking violations and other related costs and expenses incurred by Delivery Vendor Subcontractor in connection with the performance of the Transportation Services and the operation of Delivery Vendor Subcontractor's vehicle(s); (v) wear approved Subscribing Client security outerwear; and (vi) have available, at Delivery Vendor Subcontractor's sole cost and expense, a cellular telephone device for communication with the Subscribing Client, Delivery Vendor, DCN and Subscribing Client's Customers. Delivery Vendor Subcontractor shall maintain Delivery Vendor Subcontractor's Insurance at Delivery Vendor Subcontractor's sole cost and expense.

9. Indemnification. The Delivery Vendor Subcontractor shall indemnify and hold harmless Subscribing Client, its officers, directors, employees, representatives, insurers, attorneys, agents, and successors from and against any and all damages, including attorney's fees and costs resulting from Delivery Vendor Subcontractor's asserting Excluded Claims, and/or from any demands, causes of action, losses, damages, liabilities, costs and expenses of any nature whatsoever asserted against Subscribing Client by third parties, arising from or out of a Delivery Vendor's breach of this Agreement, negligence and/or intentional conduct.

10. Term. This Undertaking shall survive the assignment to provide Transportation Services to Subscribing Client's Customers. It can only be revoked or modified in writing signed by Subscribing Client and Delivery Vendor Subcontractor.

11. Severability. If any provision of this Undertaking is adjudged to be void or otherwise unenforceable, in whole or in part, the void or unenforceable provision shall be severed, and such adjudication shall not affect the validity of the remaining provisions.

12. Controlling Agreement. In the event of any conflict between the terms of this Undertaking and any other agreement and class and/or collective/representative action waiver, the terms of this Undertaking shall wholly supersede any such conflicting arbitration agreement and class and/or collective/representative action waiver and the terms of this Undertaking shall, govern and control.

13. Third Party Beneficiaries. This Undertaking shall govern any Covered Claims brought by the Delivery Vendor Subcontractor against any Subscribing Client Customers who are expressly

understood and agreed to be third party beneficiaries of all terms and conditions of this Undertaking and Waiver to Join A Class.

14. VOLUNTARY AGREEMENT. BY EXECUTING THIS UNDERTAKING, THE DELIVERY VENDOR SUBCONTRACTOR HAS BEEN GIVEN THE OPPORTUNITY TO FULLY REVIEW AND COMPREHEND THE TERMS OF THIS UNDERTAKING. THE DELIVERY VENDOR SUBCONTRACTOR UNDERSTANDS THE TERMS OF THIS UNDERTAKING AND FREELY AND VOLUNTARILY SIGNS THIS UNDERTAKING. THE DELIVERY VENDOR SUBCONTRACTOR FURTHER ACKNOWLEDGES IT HAS BEEN ADVISED TO DISCUSS THIS UNDERTAKING WITH ITS PRIVATE LEGAL COUNSEL OR REPRESENTATIVE OF ITS CHOOSING AND HAVE AVAILED ITSELF OF THAT OPPORTUNITY TO THE EXTENT IT DESIRED TO DO SO.

Delivery Vendor Subcontractor

Authorized representative

Date

Acknowledged and Agreed:

Parts Distribution Xpress (PDX)

Date