



LABOR SERVICES TERMS AND CONDITIONS

USE OF THIS DCR SMART TRACK VMS SYSTEM (THE "SYSTEM") IS EXPRESSLY MADE SUBJECT TO SUPPLIER'S ACCEPTANCE TO RYDER'S TERMS AND CONDITIONS AND RYDER'S SUPPLIER CODE OF CONDUCT (collectively, RYDER'S TERMS) LOCATED UNDER THE HELPFUL TOOL SECTION AT [HTTPS://RYDER.COM/SUPPLIERS](https://ryder.com/suppliers) OR AVAILABLE UPON REQUEST. SUPPLIER'S USE OF THE SYSTEM SHALL EVIDENCE ITS EXPRESS AGREEMENT TO RYDER'S TERMS. USE OF THE SYSTEM SHALL EVIDENCE THAT RATES GRANTED TO RYDER ARE THE MOST FAVORABLE RATES SUPPLIER HAS GRANTED ANY OTHER RYDER LOCATION OR CLIENT DURING THE TERM OF THIS AGREEMENT, FOR DRIVER LEASING AND CONTINGENT LABOR SERVICES (INCLUDING IT STAFFING FIRMS) AS IT IS DEFINED IN THE SYSTEM. IN THE EVENT OF ANY CONFLICTS IN RATES BETWEEN RYDER LOCATIONS, SUPPLIER WILL HONOR THE LOWEST RATE, FOR LOCATIONS WITHIN THE SAME CITY LIMITS, SIMILAR JOB DESCRIPTIONS, AND WORKING CONDITIONS. ANY ADDITIONAL, MODIFIED OR SUPPLEMENTAL TERMS IN DOCUMENTS PROVIDED BY SUPPLIER ARE EXPRESSLY REJECTED BY RYDER AND SHALL BE OF NO FORCE OR EFFECT, EVEN IF SUCH TERMS PURPORT TO DEEM RYDER'S ACCEPTANCE OF A PRODUCT OR SERVICE AS EVIDENCE OF AGREEMENT; IT IS NOT. BUT IF SUPPLIER AND RYDER HAVE EXECUTED A WRITTEN AGREEMENT COVERING THE DRIVER LEASING AND CONTINGENT LABOR SERVICES (INCLUDING IT STAFFING FIRMS), THEN THE TERMS OF THAT WRITTEN AGREEMENT SHALL CONTROL AND RYDER'S TERMS SHALL NOT APPLY. The equal employment opportunity and affirmative action requirements are set forth in **41 CFR Part 60-1-.4(a), 60-300.5(a) and 60-741.5(a)**. **These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require the covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.** Supplier agrees to comply with all applicable laws, regulations, Ryder specifications, policies and procedures while performing the Work, including without limitation safety and security policies communicated to Supplier while on Ryder's premises and those set forth in Ryder's Supplier Safety Handbook, and comply with Ryder's Supplier Code of Conduct, Criminal Background Check and Drug Test Policy, Harassment, Discrimination and Retaliation Policy, Reporting and Guidance Mechanisms for Legal Compliance Policy, and Small Business and Supplier Diversity Policy, referred to jointly as "Supplier Business Standards", located at <http://www.ryder.com/suppliers>.

1. **SERVICES.** Commencing on the Effective Date and continuing until terminated in accordance with Section 14 below, Provider agrees to provide Drivers who are employees of Provider carrying valid CDL A, B and/or non-CDL licenses with the capability of operating transportation equipment (hereinafter "Drivers"). Ryder may reasonably request Drivers as they are available to Provider to: (1) Operate transportation, vehicles or other equipment (regardless of type and including but not limited to doubles and twins) owned or leased by Ryder or Ryder's customer, or (2) Provide other logistics-related services, including but not limited to unloading and loading product (collectively "the "Services") in accordance with the terms and conditions of this Agreement. Additionally, Ryder may, from time to time, request that Provider assign Drivers possessing Free and Secure Trade ("FAST") Licenses to provide Services into Canada and/or Drivers with Hazardous materials certification to transport Hazardous Materials. Ryder agrees to pay Provider for the Services and perform in accordance with the provisions of this Agreement. Nothing contained in this Agreement or in the creation of a preferential relationship with Provider shall be deemed, in any way, as creating an exclusive relationship with Provider, and Ryder shall, under no circumstances, be precluded from retaining the services of other persons or entities undertaking the same or similar functions as those undertaken by Provider hereunder or from independently developing or acquiring materials or programs that are similar to or competitive with the Services.

2. **STATUS OF DRIVERS.** Drivers, (who, at all times, are employees of provider) shall not be deemed to be employees of Ryder for any purpose whatsoever. However, for the purposes of compliance with the Federal Motor

Carrier Safety Regulations (49 CFR Parts 382-399), Provider will act as the agent of Ryder to perform driver qualification and controlled substances testing functions as required by 49 C.F.R. Parts 382, 383 and 391; such agency includes shared ownership of Provider's random drug and alcohol testing program for CDL holders. As a co-owner of the program, Ryder will be notified of any positive drug test results generated by Drivers supplied by the Provider within twenty-four (24) hours of the time in which the Provider receives notification of the positive drug test result. Provider shall direct and control Drivers in all personnel matters including interviewing, hiring, assigning, scheduling, setting pay rates, termination, evaluation, general training and supervision and discipline and shall establish wages, salaries, benefits, bonuses, and advancement for Drivers. Provider certifies that Driver will abide by Ryder's Drug Test Standards as indicated in Exhibit C. It is understood that Provider's relationship with Ryder is that of an independent contractor and that neither Provider nor its employees shall be construed as an employee, agent or partner of Ryder for any purpose whatsoever. Additionally, Ryder shall not exercise supervision of Provider in its performance hereunder nor shall Ryder require Provider's compliance with details, orders, or instructions, it being intended that Provider shall serve as an independent contractor to Ryder with the time, manner and place of performance of Provider's obligations being determined by Provider in Provider's sole discretion and judgment as an independent contractor. Notwithstanding the foregoing, the parties understand and agree that Ryder will be responsible for defining and directing the specific transportation services provided by each driver furnished by Provider, including routing, scheduling, origin and destination. In addition, Ryder will be responsible



for any training specific to Ryder, its equipment, safety instructions, or hazardous materials that may be carried in the equipment. Ryder shall comply with the DOT hours of service requirements and all other federal and state safety and other laws, rules and regulations applicable to the Drivers when performing services for Ryder. Provider represents and warrants that it is an independent contractor with no authority to contract for Ryder or in any way to bind or commit Ryder to any agreement of any kind or to assume any liabilities or any nature in the name of or on behalf of Ryder. Under no circumstances shall Provider, or any of its employees, hold itself out as or be considered an agent employee, joint venture, or partner of Ryder, and except as provided herein Ryder shall have no duty to provide or maintain any insurance or other employee benefits on behalf of Provider or its employees.

3. **PROVIDER AGREEMENTS.** (1) to comply with the requirements of 49 CFR Part 395, particularly with respect to maximum driving time and record of duty status requirements; (2) to be responsible for payment of all wages, salaries, and benefits to Drivers assigned to Ryder hereunder; (3) to maintain accurate records with regard to hours worked and miles driven by Drivers and to provide such records to Ryder upon request; (4) to certify that all Drivers are qualified to drive commercial motor vehicles in accordance with 49 CFR §391.11 and the requirements in Section 5 and Exhibit C attached hereto; (5) to ensure that all Drivers assigned hereunder comply in all material respects with applicable requirements imposed by the Motor Carrier Safety Regulations and the U.S. Department of Transportation (“DOT”); (6) to comply in all material respects with (i) all worker’s compensation laws, (ii) applicable benefit continuation coverage requirements of the Consolidated Budget Reconciliation Act of 1986, as amended, (iii) the Fair Labor Standards Act, the Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, and the Age Discrimination in Employment Act; and (iv) all other applicable rules, regulations and laws; (7) to create and maintain for all Drivers a (i) DOT driver qualification file containing all information required by applicable law and regulations and (ii) a driver qualification file containing any additional information required by Ryder monthly and (iii) to allow Ryder to audit all such files upon request; (8) to forward via overnight delivery, within twenty-four (24) hours following a demand by Ryder, the driver qualification files described in subsection (g), above, for any Driver(s) to locations designated by Ryder; (9) to maintain the Driver qualification files described in subsection (g), above, for a period of three (3) years after Ryder discontinues using such Driver(s). In addition, in the event that Provider ceases doing business, Provider must contact Ryder to

make available all Driver qualification files (originals or photocopies) for Driver(s) used by Ryder in the previous three years; (10) to make available to Ryder sufficient numbers of qualified Drivers in Ryder’s operational location based on the stated needs developed in connection with Ryder’s local operational management; (11) to have Drivers maintain a neat, well-groomed appearance at all times and to have Drivers avoid extremes in dress. Ryder may ask Provider to have Drivers remove articles of clothing or piercing(s), or cover particular body parts if they are deemed to be inappropriate or a safety hazard and are not needed as a reasonable accommodation; (12) to grant Ryder the right to audit and/or review any and all of its records relating to Provider’s Drivers under this Agreement. Reasonable access to these records will be granted during normal business hours upon request by Ryder. In addition, Ryder, shall have the right to audit payroll and other compensation records of the Provider both during the term of this Agreement and for a period up to two (2) years following the termination of this Agreement; and (13) to comply with the requirements of Exhibit B attached hereto

4. **PROVIDER’S REPRESENTATIONS AND WARRANTIES.** Provider represents and warrants that it will maintain appropriate DOT files as required by the regulations. Any lease driver working for longer than 7 consecutive days or 30 cumulative days within a 12 month period will be considered a regulated employee of Ryder and will therefore need to have the following: (1) Provider will need to provide Ryder with all the regulatory information required in Driver Qualification files via electronic PDF format to the Ryder DOT Compliance Department at askcompl@ryder.com (2) Driver will be added to Ryder’s random Drug & Alcohol pool. Provider will continue to maintain regulated employees meeting the above criteria in their random Drug and Alcohol pool. (3) In the event that Provider ceases doing business, Provider must contact Ryder to make available all Driver qualification files (originals or photocopies) for Driver(s) used by Ryder in the previous three years. (4) In addition, Provider represents and warrants that any and all Driver(s) provided to Ryder pursuant to this Agreement possess valid CDL A and/or CDL B licenses and are qualified to drive a motor vehicle pursuant to 49 CFR §391.11 and are not disqualified pursuant to 49 CFR §391.15. In addition to complying with the minimum qualifications set forth in 49 CFR §391.11, Provider represents and warrants that any and all Drivers provided to Ryder pursuant to this Agreement will possess the following additional qualifications: (5) No license suspensions or revocations due to moving violations within previous 3 years; (6) No DUI/DWI (driving under the influence/driving while intoxicated) actions within previous 5 years; (7) No felony convictions within the previous 7 years (8) Minimum



of 22 years of age; (9) Has not been previously terminated from Ryder for cause; (10) Minimum history and work experience as follows: (i.) at least twelve months verified experience in like vehicle within the previous three years (ii.) no major preventable collisions or serious traffic violations within the previous 3 years; (iii.) no more than two minor traffic violations, minor preventable collisions or any combination of the two within the previous three years. (11) For the purposes of this subsection, a "major violation" is defined as a "serious traffic violation" in accordance with 49 C.F.R. Part 383.5, and a "major collision" is defined as an "accident" in accordance with 49 C.F.R. Part 390.5 or the total property damage as a result of the collision is \$10,000 or higher.

5. **AFFORDABLE CARE ACT.** (a) The Parties agree that Provider is the common law employer of the Drivers. (b) Provider agrees to comply with all provisions of the Patient Protection and Affordable Care Act (the "ACA") applicable to Drivers, including without limitation the employer shared responsibility provision under Internal Revenue Code ("Code") Section 4980H and the regulations and guidance issued thereunder. Specifically, Provider agrees to timely offer health coverage to all Drivers that are Full-Time Employees (as defined in Code Section 4980H(c)(4) and the regulations and guidance issued thereunder) and their Dependents (as defined under Code Section 4980H and the regulations issue thereunder): (1) That is Minimum Essential Coverage (as defined in Code Section 5000A(f) and the regulations thereunder); (2) That offers Minimum Value (as defined in Code Section 36(c)(2)(C)(ii) and the regulations thereunder); (3) That is Affordable (as defined in Code Section 36(c)(2)(C)(i) and the regulations thereunder); and (4) That does not impose a waiting period in excess of 90 days as required by Section 2708 of the Public Health Services Act and the regulations and guidance issued thereunder. (c) Provider agrees to comply with the ACA's applicable employer reporting obligations under Code Sections 6055 and 6056 with regard to such Drivers. (d) In addition to any indemnification provisions provided for under the Agreement, Provider agrees to defend, indemnify and hold Ryder and its respective officers, directors, employees and agents and respective successors and assigns (collectively "Excise Tax Indemnities") harmless from any taxes, penalties or other liabilities (including any interest, excise taxes, and/or attorneys' fees) that may be imposed against Excise Tax Indemnities for Provider's failure: (1) to offer its Full-Time Drivers or their Dependents health coverage that is Minimum Essential Coverage and is of Minimum Value, Affordable and does not impose a waiting period in excess of 90 days as provided for herein; or (2) to comply with the applicable reporting obligations under Code Sections 6055 and 6056 and for any

additional costs that any of the Excise Tax Indemnities incurs by reason of such failure. (e) If the Excise Tax Indemnities are notified by any government entity of any potential liability for any such taxes, penalties or other liabilities relating to the Drivers, Provider shall fully cooperate, at Provider's sole expense, with the Excise Tax Indemnities efforts to object to or appeal any such determination or liability or potential liability.

6. **RATES, PAYMENT TERMS AND FEES.** (a) Invoicing. Provider will invoice Ryder weekly in arrears for (i) Services according to the rates set forth in the applicable Schedule A attached hereto and incorporated herein and (ii) any pass-through costs and expenses as defined below. Invoices shall be in US Dollars and shall be submitted via electronic mail (with receipts provided via US Mail) or US mail, to the respective Ryder location within 72 hours of Period Close, as defined below with all supporting documentation, including but not limited to receipts for pass through costs. Close shall mean each Saturday at midnight. Invoices are complete and reflect charges only from the then-current reporting period. Ryder shall pay all undisputed invoices within forty-five (45) days from receipt of invoice. (b) Rates and Charges. (i) Ryder will pay Provider according to the rates and charges set forth in the applicable Exhibit A attached hereto. (ii) Additional costs. Ryder will pay pass-through costs and expenses including but not limited to tolls, scales, hotels and per diems (\$30.00 assuming driver is in a sleeper cab), provided that all such costs and expenses incurred in accordance with Ryder's travel and expense guidelines and are approved in advance by Ryder's operation manager for the location. Invoices must separately itemize any such additional costs and expenses and be properly supported with receipts for all such costs and expenses. (iii) Overtime. Ryder will pay for overtime where applicable in excess of eight (8) hours per day or forty (40) hours per week as required by state and federal law and will pay for the taxes associated herewith. The billing rates for such overtime will be profit neutral and are set forth on the applicable Exhibit A attached hereto. (iv) Minimum. Ryder will agree to pay a minimum billing amount of two (2) hours once the Driver arrives at the work site for duty and has begun duty for that day, following Ryder's request of the Provider for a driver and the Provider's subsequent assignment of a Driver to that location. (v) Training. In the event Ryder is required to provide any additional "Ryder specific" training in accordance with its obligations in Section 2, above, Ryder will reimburse Provider, as set forth on the applicable Exhibit A attached hereto.



7. **PERFORMANCE MANAGEMENT.** (a) Issue Escalation Procedures. Provider understands and agrees that Ryder is obligated to perform up to certain levels and standards in its customer contracts, and that performance and/or Service related problems or issues (the "Service Failures") with the assigned Drivers could impact Ryder's ability to meet its obligations under such customer contracts. Provider further understands and agrees that with respect to the resolution of these Service Failures time is of the essence. Therefore, the parties agree to the following escalation procedure to quickly and efficiently resolve such Service Failures: Ryder's local operations management will bring such issues to the attention of Provider's local representative. The local representative will develop and implement an action plan immediately to resolve the Service Failure(s). In the event the local representative is unable to resolve the Service Failure(s) to Ryder's satisfaction, the performance issues will be elevated to Ryder's Strategic Sourcing Department and to Provider's national account representative. The national account representative will immediately develop and implement an action plan to resolve the Service Failure(s), or if no resolution is available to implement an alternative solution. In the event that Provider's national account representative is unable to resolve such issues to Ryder's satisfaction, Ryder in its sole discretion, may elect to terminate this Agreement with respect to all or some of the locations Provider supports immediately upon notice. In such event, Ryder will only be responsible for paying for Services that were completed satisfactorily up to the effective date of termination. With respect to any other breach by either party of its respective obligations hereunder, the non-breaching party may terminate the Agreement in accordance with Section 14, below. (b) Performance Measurement. Ryder and Provider recognize the importance of managing and measuring the quality of each Driver's performance. Ryder will receive feedback from its operational locations on Provider's performance generally and on each Driver's performance specifically, on issues including but not limited to timeliness and accuracy of invoicing, appearance, professionalism, and response time. In addition, Ryder may, in its sole discretion, request Provider to provide specific performance data such as Fill Rate Time, Quality of Workers, and Overtime Labor Hours Worked. In order to promote best practices and to resolve specific performance problems in accordance with the procedure set forth above, Ryder will review these results with the Provider on a regular basis.

8. **LIMITATION OF DAMAGES.** Provider shall not be liable to Ryder or responsible for any loss of business, other damages or interruption of Services due to unavailability of Drivers or for any reason outside of Provider's control. Under no

circumstances shall either party be liable to the other for indirect, special, incidental, consequential, punitive or exemplary damages arising out of or in connection with this Agreement or any acts or omissions (including without limitation, negligence) or Drivers related to the Services except to the extent that such indirect, special, incidental, consequential, punitive, or exemplary damages are incurred by a third party and required to be indemnified under Section 12. Neither party makes any warranties, either express or implied, relating to this Agreement or the Services except as explicitly set forth in this Agreement. Neither party shall be liable for its failure or delay in fulfilling its obligations under this agreement, if such failure or delay is caused by fire, flood, weather conditions or other Acts of God, invasions, insurrections, riots, closing of public highways, strike, lockout or other labor dispute, civil unrest, war or any circumstance beyond the reasonable control of the party ("Force Majeure").

9. **ALLOCATION OF RESPONSIBILITIES.** Except to the extent caused by the negligence, willful misconduct, failure to perform or breach by Provider of the terms, representations, warranties, covenants, obligations and duties under this Agreement, Ryder shall not hold Provider responsible for, releases Provider from, and agrees not to assert a claim or take any action against Provider for any loss, damage, liability, or expense: (i) to equipment, vehicles or other property, whether owned by Ryder or any other party, arising in connection with the Services; (ii) related to any personal injury arising in connection with the Services; and (iii) to any cargo, goods or property, arising from the Services including by reason of fire, collision, accident, other casualty, destruction or theft; provided, however, in the case of theft by Drivers, Provider shall be responsible for uninsured losses arising out of such theft only in the event and to the extent that Drivers participated in such theft, as determined by a good faith investigation by Ryder or a conviction or plea of guilty, no contest or no lo contendere in a court of law, Provider is advised in writing of such theft within fourteen (14) days after discovery thereof by Ryder, and Provider is provided all documents and information related to such theft within ten (10) days of availability to Ryder. Notwithstanding the preceding sentence, Provider shall be responsible for any worker's compensation claims by Drivers and resulting expenses, losses, or liabilities related to worker's compensation claims in connection with the provision of Services. Except to the extent caused by the negligence, willful misconduct, failure to perform or breach by Provider of the terms, representations, warranties, covenants, obligations and duties under this Agreement, Ryder agrees to be responsible for any claims by third parties arising out of or related to the Services including claims by Ryder's Providers or customers,



Ryder's insurers, or third parties that suffer personal injury or injury to property or business.

10. **REQUIRED INSURANCE COVERAGE.** (a) Ryder. At all times during the term of this Agreement and thereafter as may be necessary to cover period during such term, Ryder agrees to maintain the following insurance policies (such policies to be issued by insurance carrier(s) licensed in the state(s) in which Services are performed) and coverages: (i) Commercial Automobile ("CA Policy") with limits of not less than \$1,000,000 each accident and \$1,000,000 in the aggregate. Policy must include coverage for either "any auto" or "owned, non-owned, and hired" autos. (ii) Umbrella Excess Liability in the amount of \$5,000,000. (iii) Policy must confirm coverage responds to full extent of underlying policies, including following from per-project General Aggregate on General Liability policy. Each policy should be endorsed to provide a 30-day notice of cancellation or non-renewal, for all reasons, to Provider, and to include Provider and its employees as Additional Insured under the coverage effective as of the date that Services are first provided to Ryder. Ryder shall issue to Provider a Certificate of Insurance stating that the policies described above are in effect. Coverage afforded to Provider and its employees is to be considered primary and non-contributory, and each policy must contain a waiver of subrogation in favor of Provider. The CGL Policy and the CA Policy must include a severability of interests clause. (b) Provider. At all times during the term of this Agreement and thereafter as may be necessary to cover period during such term, Provider agrees to maintain, at its own expense, the following insurance policies (such policies to be issued by insurance carrier(s) licensed in the state(s) in which Services are performed) and coverages: (i) Worker's Compensation coverage within statutory limits and Employer's Liability in the amount of not less than \$1,000,000 per occurrence or accident; (ii) CGL Liability in the following amounts: \$1,000,000 per occurrence; \$1,000,000 personal injury and advertising injury; \$1,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate; and (iii) Umbrella Excess Liability coverage with limits of not less than \$5,000,000. Policy must confirm coverage responds to full extent of underlying policies. Provider shall not elect to participate in the Texas Non-Subscriber option or otherwise opt-out of the workers' compensation laws or regulations in the State of Texas or any other State. Workers Compensation insurance and compliance with all state workers compensation regulations and laws is a requirement of this Agreement and, for the avoidance of doubt, Provider is required to provide state mandated workers compensation benefits for its employees and not handle its employee's workplace injuries solely through

insurance programs independent or in place of the workers compensation regime. Each policy should be endorsed to provide a 30-day notice of cancellation or non-renewal, for all reasons, to Ryder, and to include Ryder and its employees as Additional Insureds under the coverage effective as of the date that Services are first provided by Provider. Provider shall issue to Ryder a Certificate of Insurance stating that the policies described above are in effect. Coverage afforded to Ryder and its employees is to be considered primary and non-contributory, and each policy must contain a waiver of subrogation in favor of Ryder. The CGL Policy and the CA Policy must include a severability of interests clause.

11. **INDEMNIFICATION.** Except to the extent caused by Provider's (i) negligent acts or omissions or willful misconduct or (ii) failure to perform or breach of the terms, conditions, obligations, duties, representations or warranties hereunder, Ryder agrees to defend, indemnify and hold harmless Provider from any and all losses, damages, claims, liabilities, obligations, and expenses (including costs of litigation and reasonable attorney's fees) related to or arising out of (i) provision of the Services by Drivers (except for any claims for worker's compensation or claims covered by Provider's employers liability insurance policy), (ii) any breach by Ryder of the terms, representations, warranties, covenants or duties of Ryder under this Agreement; or (iii) any act or omission of Ryder or its employees, representatives, or contractors which results in a claim against Provider by a third party. To the fullest extent permitted by law, Provider shall indemnify and hold harmless Ryder and its customers to which Provider employees are assigned, and their respective agents, officers, directors, employees, successors, and assigns, from and against all claims, demands, damages, losses, actions, judgments, liabilities and expenses (including but not limited to reasonable attorney's fees, costs and court costs), wherever brought and whether arising in tort, contract, law or equity, arising out of or resulting from, directly or indirectly, Provider's (i) breach of its obligations under this Agreement or (ii) the performance or non-performance of any duties usual and customary to a temporary help service agency. Provider's obligations shall include for purposes of clarification and not limitation, claims arising out of the civil rights and employment laws to the extent resulting from Provider's acts or omissions, or from the acts or omissions of anyone directly or indirectly employed by or affiliated with Provider, or anyone for whose acts Provider may be liable in the performance of Provider's duties as a temporary help service agency. For purposes of this Agreement, the usual and customary duties of a temporary help service agency shall be defined as the duty to make all reasonable efforts to provide a qualified individual to perform the duties and



functions of the job as described by Ryder. To the fullest extent permitted by law, Ryder shall indemnify and hold harmless Provider, their officers, agents, employees and assigns and save them harmless from and against any claims, demands, damages, losses, actions, judgments, liabilities and expenses (including but not limited to reasonable attorney's fees) in connection with loss of life, bodily or personal injury, injury or destruction of tangible property, to the extent caused by the gross negligence, willful or wanton acts or omissions of Ryder, its agents, officers or employees. Notwithstanding anything to the contrary in this Agreement, Provider will indemnify and forever release and discharge Ryder and its customers to which Drivers are assigned, and their respective officers, agents and employees and assigns and save them harmless from any against any and all workers' compensation claims of whatever kind or nature in connection with or respect to any injury to any Provider employee arising from, out of or directly or indirectly related to work by such Provider Employee under this Agreement or the use by any Provider Employee of any Ryder asset or premises. In this regard, Provider specifically represents and warrants that it maintains workers' compensation coverage for all Provider employees working on Ryder assignments as required by law or otherwise as set forth in this Agreement.

12. **WAIVER OF JURY TRIAL.** EACH PARTY WAIVES ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING DIRECTLY OR INDIRECTLY HEREUNDER.

13. **VENUE.** Each party consents to the personal jurisdiction of the courts of Miami-Dade County, Florida and of the United States District Court for the Southern District of Florida, in any action brought hereunder and agrees that such courts shall be the exclusive venue for any action brought under this Agreement. Both parties expressly waive all present and future objections to venue in or personal jurisdiction of such courts. The parties agree that a summons and complaint commencing any action or proceeding in such courts shall be properly served if delivered personally or by certified mail, return receipt requested, to the other party at the address specified herein or served in accordance with the laws of the State of Florida.

14. **CONFIDENTIAL INFORMATION.** (a) Provider and Ryder acknowledge and agree that during the course of the performance of the Services each party may learn of, be exposed to or come into possession of certain "Confidential Information," as defined herein, developed or owned by the other party or

entrusted to the other party by others. Provider and Ryder agree that each will not, directly or indirectly, (i) use such Confidential Information except as required in the normal and proper course of performing the staffing services (in the case of Provider) and receiving the staffing services (in the case of Ryder); (ii) disclose such Confidential Information to any other person, corporation or entity; or (iii) allow a third party access to such Confidential Information (except as may otherwise be required by law) without, in each case, obtaining the prior written approval of the other party. The foregoing restrictions shall continue to apply after the expiration or termination of this Agreement, regardless of the reasons for such termination or expiration, and shall continue to apply for so long as the confidential nature of such information is maintained. (b) For the purposes of this Agreement, Confidential Information shall mean: (i) financial information, including sales, profits, pricing methods and cost information, (ii) information with respect to products, services, systems, plans, processes, procedures, methods, data files and research and development (whether or not protected by patents); (iii) customer, vendor and sources of supply lists, marketing plans, surveys and other marketing information; (iv) information regarding any acquisition, divestiture or other business restructuring; and (v) any other information which the disclosing party treats or considers confidential. Notwithstanding the foregoing, Confidential Information shall not include any information that is: (A) available or becomes available from public sources or that is in the public domain through no fault of the recipient party; (B) received by Provider or Ryder at any time from third parties without breach of a non-disclosure obligation to the other party; (C) shown through proper documentation to have been developed independently by receiving party prior to the date of the Agreement; (D) readily discernible from publicly available products or literature; or (E) approved for disclosure by prior written permission of a corporate officer of the other party. (c) Provider and Ryder agree to protect all documents, records, tapes and other media in which the Confidential Information is contained (the "Confidential Documents"). Provider and Ryder further acknowledge and agree that the Confidential Documents of each party are, and shall remain, the sole and exclusive property of such party. Provider and Ryder agree that each will employ the same security measures to Confidential Information received from the other party that it would apply to its own comparable confidential information (but in no event less than a reasonable degree of care in handling Confidential Information). Without limiting the generality of the foregoing, Provider and Ryder agree that: (i) Confidential Information shall not be distributed, disclosed or conveyed to any



third party except upon the other party's prior written approval; (ii) no copies or reproductions shall be made of any Confidential Information except to perform the Services described in any Work Order; (iii) Provider and Ryder shall not make use of the other party's Confidential Information for its own benefit or for the benefit of any third party. **(d)** In fulfillment of its obligation under this Section, Provider will advise all of its employees of any information that Ryder has advised Provider is confidential and will require that all such employees sign agreements acknowledging their duty not to disclose such information. Provider will inform its employees of their obligation to keep in confidence any confidential information they might receive or observe on assignment for Ryder and provider will request them to sign confidential or intellectual property agreements in Ryder's favor binding the employees individually.

15. **EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION.** Provider and Ryder both affirmatively state that they are equal opportunity employers and recognize the commitment of the other in this area. This contractor and subcontractor shall abide by the requirements of 41 CFR Part 60-1-.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require the covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. Failure to abide by this paragraph will be treated as a breach of the terms of this Agreement.