



STAFFING 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. (a) Ryder hereby retains Provider for the provision of temporary employees ("Staffing Employees") and other staffing services (the "Services") during the term of this Agreement. (b) Without limiting the generality of the foregoing, the parties agree that Provider will make available to Ryder the Services as described and incorporated into this Agreement. (c) Any staffing services, in addition to those specified in documents attached to this Agreement, required by Ryder will be (i) requested by Ryder in writing, (ii) provided to Ryder at mutually agreed upon rates, and (iii) incorporated into this Agreement upon mutual written agreement of the parties. Provider will use its best efforts to assure that all staffing services requested by Ryder, beyond those identified in this agreement, which are within the scope of services usually and customarily supplied by Provider are available as and when needed by Ryder. In the event Ryder requests that Provider provide staffing services that are outside the scope of services usually and customarily supplied by Provider, Provider may, but will not be obligated to, provide such services hereunder. (d) Notwithstanding anything herein to the contrary, this Agreement does not obligate or require Ryder to order, procure, utilize or use the Services of the Provider. Further, Ryder expressly reserves the right, at any time, to order, specify or utilize temporary employees or other staffing services which are the same or similar to the Services from any other provider.

2. Rates and Payment Terms. (a) Provider will invoice Ryder weekly in arrears for the Services according to the rates set forth in this Agreement. Invoices will be in US Dollars and will be submitted via electronic mail (with receipts provided via US Mail) or US Mail, to Ryder within nine (9) business days of Period Close, with all supporting documentation, including, but not limited to receipts for pass through costs and expenses approved by Ryder, if any. Period Close shall be defined as the final Sunday of each week at midnight. Invoices shall be 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) Ryder will compensate Provider according to the agreed upon rates and charges set forth in this Agreement. (c) Ryder will not reimburse the Provider, the Staffing Employees or any contract workers assigned to Ryder by Provider for any travel-related expenses, including travel to any of the Ryder's locations for the purposes of beginning a work assignment. (d) 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. (e) In the event that Provider is required to provide any additional "Ryder specific" training in accordance with its obligations, Ryder will reimburse Provider according to the rates and charges set forth in this Agreement. (f) Any Staffing Employee who has been assigned and has worked at least 320 hours with Ryder is eligible for conversion at no cost to Ryder. (g) Ryder will not pay Provider for Services performed by Staffing Employees that do not



meet qualifications/standards as set forth by Ryder, Furthermore, if Ryder, in its sole and absolute discretion, is not satisfied with any of the Staffing Employees that have been supplied by Provider, Provider will, at Ryder's request, use reasonable, good faith efforts to provide replacement Staffing Employee(s) within a mutually agreed-upon period of time. (h) Provider will prepare and produce to Ryder a weekly summary report itemizing the charges that appear on each invoice providing the following-information: regular hours worked; regular hours billed per pay period, total hours billed per pay period, regular pay rate, overtime pay rate, regular bill rate, overtime bill rate, the markup rate per employee, the total of regular billing hours per employee, total overtime billed per employee, and the total amount billed per employee. Ryder shall be responsible for payment to the Provider solely based on hours worked by each Staffing Employee.

3. Independent Contractor. Provider will act at all times as an independent contractor hereunder, and nothing contained herein will be construed to create a partnership or joint venture or a relationship of principal and agent or employer and employee between Ryder and Provider or any of the Staffing Employees.

4. Staffing Employees. (a) Only Provider, and not Ryder, will be the employer of the Staffing Employees or any other employees supplied to Ryder by Provider. Ryder will have no responsibility with respect to any payment owing to any employee of Provider. (b) Provider will recruit, interview, test, select, hire, and compensate the persons who will perform the Services to be provided by Provider hereunder in accordance with Provider's employment standards and practices, subject to the requirements for background checks and drug screen imposed by Ryder. Provider will be solely responsible for selecting, hiring, disciplining, reviewing, evaluating and terminating its staffing employees performing services hereunder. (c) Provider will, at all times, comply with all applicable federal, state or local laws or regulations applicable to Provider as an employer relating to compensation, hours of work or other conditions of employment. (d) Provider shall be solely responsible for all contributions, taxes (state taxes, federal taxes, workers' compensation, FICA, and federal unemployment insurance) and assessments with respect to its Staffing Employees under all federal, state and local laws (excluding sales tax) and make required and submit required tax withholdings. (e) Provider agrees to indemnify and hold harmless Ryder against any liability for premiums, contributions or taxes

payable under any workers' compensation, unemployment compensation, disability benefits, old age benefit or tax withholding laws for which Ryder shall be finally adjudged liable as an employer with respect to any compensation that Provider agreed to pay to Staffing Employee for the performance of services pursuant to this Agreement. (f) Provider shall be exclusively responsible for establishing and maintaining the wages and any benefits provided to its Staffing Employees. (g) It is further agreed and understood that all assignments, whether with Ryder or otherwise, shall be made by Provider, or after approval by Provider. (h) Provider will instruct all staffing employees to acknowledge in writing before beginning their assignments at Ryder's facility pursuant to this Agreement that they will have no right to participate in Ryder's employee compensation and/or benefit plans and that they are not to be deemed employees of Ryder for any reason. (i) Provider shall comply with the Fair Labor Standards Act, the Immigration Reform and Control Act (including proper completion and retention of 1-9 forms) and all other federal, state and local laws, ordinances, regulations and codes, including identification and procurement of required permits, certificates, approvals and inspections, and any other laws which subsequently become applicable to Provider or to the Staffing Employees, in performance under this Agreement Provider shall act in compliance with any and all statutory and regulatory requirements for employee leaves of absence including, but not limited to the Family Medical Leave Act and the Americans with Disabilities Act. (j) Provider specifically grants Ryder the right to audit and/or review any and all of its records relating to Staffing Employees 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. (k) This Agreement or any interest or duties thereunder shall not be delegated, subcontracted, assigned, or transferred by the Provider or by operation of law or otherwise without the prior written consent of Ryder, and any attempt to do so is void.

5. Limitation of Damages and Force Majeure. Except with respect to each party's indemnification obligations in this Agreement or any third party claims, in no event shall either party be liable for any incidental, consequential, exemplary, special, exemplary or punitive damages or expenses or lost profits (regardless of how characterized and even if such party has been advised of the possibility of



such damages) related to or connected with this Agreement or to any acts or omissions of either party, regardless of the form of action (whether in contract, tort, negligence, strict liability, statutory liability or otherwise). Further, neither party shall be liable for delays or any failure to perform under this Agreement due to causes beyond its reasonable control. Such delays include, but are not limited to, fire, explosion, flood or other natural catastrophe, governmental legislation, acts, orders, or regulation, strikes or labor difficulties, to the extent not occasioned by the fault or negligence of the delayed party. Any such excuse for delay shall last only as long as the event remains beyond the reasonable control of the delayed party. However, the delayed party shall use its best efforts to minimize the delays caused by any such event beyond its reasonable control. The delayed party must notify the other party promptly upon the occurrence of any such event, or performance by the delayed party will not be considered excused pursuant to this Section, and inform the other party of its plans to resume performance.

6. 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.

7. General Representations and Warranties (a) Provider and its Staffing Employees shall perform the Services using the highest degree of skill, professionalism and care. Provider warrants that all Services provided hereunder will be performed pursuant to agreed upon deadlines and to the best of its ability and in a good, professional and workmanlike manner with the highest standards of care, skill, and diligence used by persons who are skilled, trained and

experienced with respect to the Services to be provided. (c) Ryder represents and warrants to Provider that it is duly organized, validly existing and in good standing under the laws of the State of Delaware. (d) Each party represents that it shall comply with all applicable state and federal statutes and regulations in its dealings with the other party and its employees, including, but not limited to Staffing Employees. (e) Each party hereto represents and warrants as follows: (i) Such party has all requisite legal power and authority to execute and deliver this Agreement and to perform its obligations hereunder; and (ii) This Agreement constitutes a legal, valid and binding obligation of such party and is enforceable against such party in accordance with its terms.

8. Affordable Care Act. (a) The parties agree that Provider is the common law employer of the Staffing Employees. (b) Provider agrees to comply with all provisions of the Patient Protection and Affordable Care Act (the "ACA") applicable to Staffing Employees, 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 Staffing Employees 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 issued 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 Staffing Employees. (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 Staffing Employees 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 Staffing Employees, 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.

10. Insurance/Indemnification. (a) At all times, during the term of this Agreement, Provider will procure and maintain, at its own expense, the following insurance and, at the request of Ryder, shall provide Ryder with the following certificates of insurance: (i) Commercial General Liability- \$1,000,000 per occurrence. (ii) Automobile Liability- \$1,000,000 per occurrence. (iii) Workers' Compensation- Statutory Limits. (iv) Employer's Liability (to include third party coverage)- \$1,000,000 per occurrence. (v) Commercial Blanket Bond- \$1,000,000 per occurrence (vi) Umbrella Liability- \$1,000,000 per occurrence. (b) With the exception of Subsection 10 (iii), Provider shall list Ryder as an "Additional Insured" under all policies. All coverage supplied by the Provider must be primary, and non-contributory with a Waiver of Subrogation in favor of Ryder. (c) 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. (d) To the fullest extent permitted by law, Provider shall indemnify and hold harmless Ryder and its customers to which Staffing 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 services 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 services agency. For purposes of this Agreement, the usual and customary duties of a temporary help services 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. (e) 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. (f) Notwithstanding anything to the contrary in this Agreement, Provider will indemnify and forever release and discharge Ryder and its customers to which Staffing Employees 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.

11. Allocation Of Responsibilities. Except for the indemnity obligations under this Agreement and any breach by Provider of this Agreement, Provider is not responsible for any loss, damage, liability, or expense to the extent arising directly



from the Services: (i) to equipment, vehicles or other property owned by Ryder ; (ii) for any personal injury; and (iii) for any cargo, goods or property, whether by reason of fire, collision, accident, other casualty, destruction or theft; provided, however, in the case of theft by Staffing Employees, Provider shall be responsible for uninsured losses arising out of such theft only in the event and to the extent that Staffing Employees participated directly in such theft, as determined by an independent third party selected and agreed to by the parties or a conviction in a court of law.

12. 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) the work made for hire contemplated by the Agreement; (ii) financial information, including sales, profits, pricing methods and cost information, (iii) information with respect to products, services, systems, plans, processes, procedures, methods, data files and research and development (whether or not protected by patents); (iv) customer, vendor and sources of supply lists, marketing plans, surveys and other marketing information; (v) information regarding any acquisition, divestiture or other business restructuring; and (vi) any other information which the disclosing party treats or considers confidential. Notwithstanding the foregoing, Confidential Information shall not include any information that is: (i) available

or becomes available from public sources or that is in the public domain through no fault of the recipient party; (ii) received by Provider or Ryder at any time from third parties without breach of a non-disclosure obligation to the other party; (iii) shown through proper documentation to have been developed independently by receiving party prior to the date of the Agreement; (iv) readily discernible from publicly available products or literature; or (v) 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 and Staffing Employees sign agreements acknowledging their duty not to disclose such information. Provider will inform its Staffing 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 Staffing Employees individually.

13. Work Product. Provider, on behalf of itself and its employees, understands and agrees that performance of this Agreement or the Services provided by Provider and its employees hereunder may result in the discovery,



creation or development of inventions, combinations, machines, methods, formulae, techniques, processes, improvements, strategies, data and/or original works of authorship (collectively, the "Work Product"). Provider and its employees agree, that whether or not the Services are considered works made for hire or an employment to invent, all such Work Product discovered, created or developed under this Agreement shall be and remain the sole property of Ryder and its assigns and Provider agrees that Ryder shall have all copyright, trademark and patent rights with respect to any Work Product discovered, created or developed under this Agreement without regard to the origin of the Work Product. If and to the extent that Provider may, under applicable law, be entitled to claim any ownership interest in the Work Product, Provider hereby transfers, grants, conveys, assigns and relinquishes exclusively to Ryder any and all right, title and interest it now has or may hereafter acquire in and to the Work Product under patent, copyright, trade secret and trademark law in perpetuity or for the longest period otherwise permitted by law.

14. Disaster Recovery And Business Continuity Plan. (a) Provider shall develop and implement a plan for the prevention and mitigation of business interruptions due to any occurrences, events or series of events. Provider shall make all reasonable efforts to prevent and recover from such events to ensure the

continuity of business operations. (b) Provider will make all reasonable efforts to ensure the continuity of operations through implementation of the Disaster Recovery and Business Continuity Plan. (c) Provider will develop a detailed and comprehensive plan to assure business continuity if there are any occurrences, events or series of events that may cause service delivery or performance interruptions. Plan must address those activities required to resume operations at an alternate location within one day of a catastrophic event at 100% of normal operating levels. Activities that shall be addressed in this plan are: (i) Disaster response overview. (ii) Organization. (iii) List of key contacts, names, titles, phone numbers (work, cell & home). (iv) Risk identification and mitigation. (v) Response strategies and timing. (vi) Prevention and mitigation efforts. (vii) Supply base continuity, especially for critical services (viii) Recovery of information systems and storage of critical information

15. Surrender of Materials upon Termination. Upon termination of this Agreement, Provider shall immediately return to Ryder all copies, in whatever form of any and all Confidential Information, Work Product and other properties provided by Ryder, which are in Provider's possession, custody or control.