

BROX INDUSTRIES, INC.
INDEPENDENT TRUCK OWNER/OPERATOR AGREEMENT
TERMS AND CONDITIONS

rev. 03/23

The following are material terms and conditions with which the Independent Truck Owner/Operator agrees to comply, at its sole cost, risk and expense. As used herein the term “Brox” shall mean Brox Industries, Inc., its successors and assigns; the term “Independent Truck Owner/Operator” shall mean the Independent Truck Owner/Operator identified on the SIGNATURE PAGE and its executors, administrators, legal representatives, successors, assigns, employees (past, present and future), drivers, servants, officers, directors, shareholders, agents, beneficiaries, contractors, subcontractors and any person or entity who can or may claim by or through any one of them or who acts or purports to act on behalf of any one of them.

1. The Independent Truck Owner/Operator’s truck(s) and/or other vehicles used for hauling shall be maintained in a safe, roadworthy condition and shall comply with all applicable federal, state and local laws, rules, regulations, standards, codes and any other applicable governmental requirements. The Independent Truck Owner/Operator shall use all applicable industry “best practices” standards.
2. The Independent Truck Owner/Operator shall be solely responsible for meeting all Bridge and Highway Load Limits and state and federal Department of Transportation requirements.
3. The Independent Truck Owner/Operator shall comply with the United States Department of Transportation Drug and Alcohol Testing Program.
4. The Independent Truck Owner/Operator shall be responsible for the timely delivery of materials loaded onto its vehicle(s) and delivered to designated job site(s).
5. All vehicles used for transporting hot mix and millings must be equipped with the following:
 - a. Tarps to adequately cover loads.
 - b. Lips of adequate size, to be installed on the dump body to dump mix into pavers or spreader boxes without spillage.
 - c. Orange “Construction Vehicle Do Not Follow” sign.
 - d. Flashing Amber lights on each mirror so that lights are visible from three sides of the vehicle. The flashing light system shall be in continuous operation while the vehicle is in any part of a construction zone.
6. **Stating with the 2023 construction season, Brox will be using a new web-based platform for all material trucking. This new platform is from XBE LLC, an independent and unaffiliated entity (XBE). The XBE platform requires a GPS enabled smartphone. Brox requires the Independent Truck Owner/Operator (and all its drivers) to download the application into a supporting device and install and create an account. Once an account is created, the Independent Truck Owner/Operator is required to accept the terms of service and follow the instructions contained in the application. All contract, insurance and other required documentation must be signed and submitted by email to trucking@broxindustries.com or to Chris Gambaccini by regular mail. Note: EFT/ACH forms with a voided check or bank letter **MUST** be submitted by regular mail. All hauling assignments will be scheduled through the XBE application which will also maintain Daily Truck Reports, electronically monitor and maintain records (including location information through GPS) and submit certified payrolls.**

Additional information may be found on the XBE Website (www.x-b-e.com) or by contacting Chris Gambaccini at (978) 770-1182 or trucking@broxindustries.com. Failure to properly comply with the XBE terms of service or the XBE application, will result in a delay or denial of payment.

7. Brox is not responsible, and the Independent Truck Owner/Operator holds Brox harmless, for any data or information that is lost, late, misdirected, inaccurate, incorrect, stolen, not delivered or undeliverable through the XBE application, whether due to system errors, omissions, interruption, deletions, defects, delay in operations or transmissions, theft or destruction or failures, faulty transmissions or other telecommunications malfunctions, hardware or software failures of any kind, lost or interrupted or unavailable, server, Internet Service Provider (ISP), website or network connections, failed, incomplete or garbled computer or electronic transmissions, typographical or system errors and failures, technical malfunctions, or other errors or difficulties of any kind whether human, clerical, mechanical, electronic, computer, network, typographical, printing or otherwise. The Independent Truck Owner/Operator is solely responsible for ensuring and verifying all data or information is complete, accurate and correct and properly delivered or transmitted and received.
8. In 2004, the Commonwealth of Massachusetts enacted "*Act to Ensure Health and Safety on Public Construction Projects*" (Chapter 306 of the Acts of 2004) as may be amended from time to time. This legislation provides, in part, that the Independent Truck Owner/Operator be "...*able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee....*" **All Independent Truck Owners/Operators shall comply with this Act and have forwarded to Brox copies of OSHA 10-Hour Training course completion cards for all individuals involved prior to any work in Massachusetts as well as with certified payroll documentation through the XBE application.**
9. The Independent Truck Owner/Operator shall have duly executed the Trucker Insurance and Indemnity Agreement for All Work Performed, then in effect, and sent **by email to trucking@broxindustries.com or by regular mail to Chris Gambaccini, along with the proof of insurances specified therein,** prior to performing any independent trucking services for Brox. **The Trucker Insurance and Indemnity Agreement for All Work Performed is incorporated herein and is a material and integral part of this Agreement.** The Trucker Insurance and Indemnity Agreement for All Work Performed must be executed each calendar year and sent **by email to trucking@broxindustries.com or to Chris Gambaccini by regular mail,** prior to performing any independent trucking services for Brox. Proof of insurance shall be in the form specified, from time to time, by Brox, but shall at a minimum include Certificates of Insurance showing Brox as Additional Insured and Certificate Holder. In addition to the insurances specified in the Trucker Insurance and Indemnity Agreement for All Work Performed, Brox reserves the right, from time to time, to increase the limits of liability required or to require additional insurance at its sole discretion.
10. The Independent Truck Owner/Operator shall **provide Brox with a completed and executed Form W-9 (Request for Taxpayer Identification Number and Certification) and sent by email to trucking@broxindustries.com or to Chris Gambaccini by regular mail.** No payments will be processed without this on file.

11. The Independent Truck Owner/Operator shall submit copies of applicable Over Weight Permits for Massachusetts and New Hampshire to the Brox Trucking Department by email to trucking@broxindustries.com or to Chris Gambaccini by regular mail. No payments will be processed without current permits on file.
12. **For all job assignments where the Independent Truck Owner/Operator is being paid by the hour, the Independent Truck Owner/Operator shall be responsible for being electronically signed out through the XBE application by authorized personnel of Brox at the job site or at the closest Brox plant at the end of each day.**
13. The Independent Truck Owner/Operator shall immediately report all breakdowns through the XBE application AND immediately notify the Brox project supervisor.
14. **For job assignments where the Independent Truck Owner/Operator is being paid by the hour, if the Independent Truck Owner/Operator is requested to standby at any Brox plant instead of hauling plant material, the Independent Truck Owner/Operator will be paid only if the standby time is authorized by Brox personnel. The Independent Truck Owner/Operator shall note all stand-by requests through the XBE application.**
15. **FOR MASSACHUSETTS AND NEW HAMPSHIRE JOBS.** Brox requires Independent Truck Owner/Operators to review, sign, and submit certified payroll records produced by XBE for all its drivers working on Prevailing Wage jobs through the XBE application. Prevailing Wage jobs are primarily, but not exclusively, public works projects for the Massachusetts Department of Transportation, state agencies, authorities and/or local cities and towns, where the awarding authority requires Independent Truck Owner/Operators to pay truck drivers the established Prevailing Wage rate for the related work-type classification. Prevailing Wage rates, by job classification, are established in the contract with the awarding authority and are subject to change over the duration of a particular project.

Brox's job number sequence typically identify Massachusetts Prevailing Wage jobs, as follows ('YR' indicates year of job origin. New jobs have 3 digit year: ex 2020 = 020):

State / Public	3000-YR to 3099-YR
Municipal	3100-YR to 3299-YR

If the Independent Truck Owner/Operator is not aware if a particular job is a Prevailing Wage job, the Independent Truck Owner/Operators should contact **Beth Dezan at (978) 805-9773 or trucking@broxindustries.com**. Additional information from the Commonwealth of Massachusetts Department of Labor Standards, may be found at <https://www.mass.gov/orgs/department-of-labor-standards>.

16. **FOR MASSACHUSETTS JOBS ONLY.** The Independent Truck Owner/Operators is advised that Massachusetts state law requires all contractors, including Independent Truck Owner/Operators, to submit separately for each job, either electronically or by first class mail, true and accurate certified payroll records for all work performed at all public construction projects directly to the awarding authority on a weekly basis. State law further requires that the certified payroll records contain the names and addresses of all persons performing work on a public construction project, their job classification, hours worked and wages paid to each employee. The Independent Truck

Owner/Operator must review, sign, and submit all certified payroll reports produced by XBE through the XBE application; the failure to do so may result in a delay or denial of payment.

17. Brox has computerized records for tonnage and per load trucking. Therefore, an invoice is not required for weekly tonnage and per load trucking. The Independent Truck Owner/Operator will be paid at the then current rate per ton times the actual tons loaded at the Brox plant or job site unless otherwise agreed to in writing.
18. All rates paid to the Independent Truck Owner/Operator are inclusive of all services provided including, without limitation, vehicles, trailers, equipment, appliances, personnel, maintenance, repairs, fuel, oil, operators' wages, insurance, and all other tangible and intangible items.
19. Payment terms are net 30 days if all of the necessary documentation is received by Brox as specified herein. Brox reserves the right not to process invoices received after six months from the original date of service if such delay results from the fault of Independent Truck Owner/Operator.
20. For all job assignments where the Independent Truck Owner/Operator is being paid by the hour, payment will be made to the nearest minute, and will not include any time prior to the Independent Truck Owner/Operator's scheduled start time, unless otherwise approved by Brox.
21. **BROX PRIORITIZES AND VALUES SAFETY FOR ALL CUSTOMERS, EMPLOYEES, AND SUBCONTRACTORS.** While Brox recognizes the Independent Truck Owner/Operator's right to be free from direction or control while performing independent trucking services for Brox, it is imperative that the following Safety Rules and Procedures for Truck Drivers be followed while operating vehicles on Brox property or at Brox job sites:
 - a. Hard hats, safety vests, long pants, safety toe shoes, and other Personal Protective Equipment (PPE), as directed or required, must be worn anytime a driver leaves a vehicle. Drivers must remain in the operator's view at all times.
 - b. Seat belts must be worn and headlights turned on at all times on for safety.
 - c. All vehicles shall have, at a minimum, an operational **automatic back-up alarm** and **operational high-intensity strobes or rotating beacons** visible at 360 degrees.
 - d. All vehicles shall have installed a **Body-Up Alarm** or **Elevated Body Alarm** which provides for a visual and/or audible alarm in the cab of the vehicle notifying the driver when the body of the vehicle is in an elevated position.
 - e. A spotter may only be used with the express and advance permission of authorized Brox management personnel.
 - f. No practice shall be allowed, at any time, which renders the operational automatic back-up alarms inoperable.
 - g. All mirrors on vehicles shall be whole, clean and unobstructed.
 - h. Vehicles must come to a complete stop before entering scales.

- i. Drivers must not accelerate and/or decelerate at excessive speeds when entering or leaving scales.
 - j. Drivers must ask the scale master for directions to the location of the product desired.
 - k. Drivers must obey all speed limit and traffic signs at plants. **Speed must not exceed 10 mph.**
 - l. At no time should a driver position him/herself between a vehicle and a high wall or stockpile.
 - m. Trainee drivers will be allowed on daytime jobs only with the express written and advance permission of the Trucking Dispatcher, the Project Superintendent and/or other authorized Brox management personal.
 - n. NO passengers are allowed in any vehicle on a Brox project.
 - o. At no time will a driver be allowed to operate a vehicle which is loading or unloading at a Brox project while using a cell phone or other device which will distract or impede the driver's ability to concentrate on their assigned task or interfere with verbal or signal communications.
 - p. Vehicles backing up in areas where workers on foot may be authorized shall only move on visible hand signals by authorized traffic controllers.
 - q. Drivers must use only the "Designated Safe Access Area" for trimming and covering loads.
 - r. No trash or refuse shall be discarded on Brox property or project sites.
 - s. The Independent Truck Owner/Operator must inspect vehicle bodies every day before loading to confirm bodies are free of contaminants or material from prior loads. Any load returned because of contamination will be charged to the Independent Truck Owner/Operator. The Independent Truck Owner/Operator will not be paid for the time the contaminated load is on the vehicle. Any loss incurred by, or extra cost to, Brox because of contamination will be offset, passed on and charged to the Independent Truck Owner/Operator.
 - t. Oiling of truck bodies on Brox property or project sites is prohibited. Use of release agent is permitted in designated areas only.
 - u. Drivers must remain in their vehicles while loading aggregate or while under asphalt plants.
 - v. Brox quarry vehicles and equipment have the right of way at all times.
 - w. Trucks must be set up with proper tailgate aprons and no pintle hooks while paving.
22. Brox reserves the right, from time to time and at its discretion, to inspect the Independent Truck Owner/Operator's truck(s) and/or other vehicles used for hauling and to not permit the usage of any particular truck or other vehicle to perform any independent trucking services for Brox. No action or inaction on the part of Brox nor its inspection or failure to inspect any such trucks or vehicles shall be construed or operate as an indication by Brox that any such truck or vehicle is safe or roadworthy nor

operate to relieve the Independent Truck Owner/Operator from its obligations to so maintain such truck or vehicle.

23. The Independent Truck Owner/Operator and all drivers must comply with all state and federal laws, rules and regulations as they relate to mobile devices or "hands free" usage and with the Brox CELL PHONE/MOBILE DEVICE USE POLICY as the same may be in effect from time to time. In the event of a discrepancy between such laws, rules and regulations and the Brox CELL PHONE/MOBILE DEVICE USE POLICY, the more restrictive requirement shall apply.
24. The Independent Truck Owner/Operator and all drivers shall make themselves familiar with the Brox Safety Rules and Procedures and all site-specific hazard recognition rules in effect.
25. The Safety Director or his designee, the Plant Manager, Project Supervisor/Foreman, DOT Engineer, or other designated competent person has the right to order any driver and/or vehicle to be removed immediately from Brox property or Brox job sites for any reason whatsoever. Deference must be given to any designated Brox personnel in resolving any conflicts that arise on Brox property or at Brox job sites regarding Safety Rules and Regulations.
26. The Independent Truck Owner/Operator shall be solely responsible for any violation, citation or fine issued to the Independent Truck Owner/Operator, its vehicle or its driver.
27. It is the responsibility of the Independent Truck Owner/Operator to ensure that all drivers are fully aware of all Safety Rules and Procedures for Truck Drivers. Brox reserves the right to withhold payment if these procedures are not followed.
28. Brox reserves the right to hire or not to hire any Independent Truck Owner/Operator at its discretion, on a job-by-job basis. Independent trucking services performed on one or more jobs by the Independent Truck Owner/Operator do not create the existence of any type of contractual, joint venture, employment, service or other relationship except that of independent contractor with Brox and only with respect to that particular job or hire. The Independent Truck Owner/Operator is not in any manner obligated to accept any potential or proposed job or hire and may, at its discretion, decline any such potential or proposed job or hire.
29. The Independent Truck Owner/Operator understands and agrees to comply with all of the provisions of this Agreement and all applicable federal, state and local laws, statutes, ordinances, codes, rules, regulations, tax laws, Social Security acts, unemployment and workers' compensation acts including the Department of Transportation (DOT), Occupational Safety and Health Administration (OSHA), Mine Safety and Health Administration (MSHA) and Commercial Driver's License (CDL) requirements while engaged in any work for Brox.
30. The Independent Truck Owner/Operator shall keep a copy of the current Federal Motor Carriers Safety Administration (FMCSA) rules in its office or place of business and comply with all provisions thereof to the extent applicable. In addition, the Independent Truck Owner/Operator shall provide a copy of such rules to all its drivers and require its drivers to acknowledge, in writing, receipt of, and compliance with, such rules. The Independent Truck Owner/Operator and all drivers must familiarize themselves with parts 40, 380, 382, 383, 387, 390-397, and part 399, subchapter B, chapter three, title 49 of the federal regulations code. To the extent applicable, the Independent Truck Owner/Operator must document, record and maintain each driver's hours of service.

31. The Independent Truck Owner/Operator shall secure and pay for all local, state and federal permits, approvals, fees, licenses and inspections necessary for completion of the independent trucking services. The Independent Truck Owner/Operator represents and warrants to Brox that the Independent Truck Owner/Operator, and its relevant personnel, hold(s) all licenses and permits necessary to perform the independent trucking services for Brox.
32. The Independent Truck Owner/Operator shall indemnify Brox from and against any fines, penalties, assessments or any other action resulting from the Independent Truck Owner/Operator or any employee, agent, servant, subcontractor or other personnel acting or purporting to act by, through, on behalf of or under any one of them, being in non-compliance with any laws or regulations and the Independent Truck Owner/Operator shall be solely responsible for any such violation, citation or fine.
33. Notwithstanding the provisions of this Agreement, the Independent Truck Owner/Operator and all drivers shall immediately comply with the orders and directions of the Safety Director or his/her designee, the Plant Manager, Project Supervisor/Foreman, DOT Engineer, or other competent person while on Brox property or at Brox job sites.
34. If the Independent Truck Owner/Operator at any time refuses or neglects to perform the independent trucking services contracted for in accordance with the terms of this Agreement; or causes stoppage or delay or interference with the work of Brox; or fails in the performance of any agreements or covenants herein; or commits a breach of this Agreement; or if Brox believes, in its discretion, that the Independent Truck Owner/Operator is or will be unable to perform the independent trucking services contracted for in accordance with the terms of this Agreement, Brox, in addition to, and not in limitation of, any rights and remedies available to it at law or in equity, may, at its option and upon written notice to the Independent Truck Owner/Operator, terminate all or any portion of the independent trucking services to be furnished by the Independent Truck Owner/Operator, and provide such trucking services itself or through others, the costs for which may be deducted from payments otherwise due to the Independent Truck Owner/Operator as an offset. The Independent Truck Owner/Operator shall be liable to Brox for any loss, cost, damage or expense (including any increase in the cost to Brox to otherwise complete the Independent Truck Owner/Operator's independent trucking services) incurred by Brox as a result thereof, including special, incidental and consequential damages and damages for loss of profit or loss of business.
35. Mention in this Agreement of any particular remedy is not intended to be exclusive of any other remedy and shall not preclude Brox from any other remedy, in law or in equity, whether or not mentioned herein. Any and all rights and remedies that Brox may have under this Agreement, and at law and in equity, shall be cumulative and shall not be deemed inconsistent with each other, and any two or more of all such rights and remedies may be exercised at the same time insofar as permitted by law.
36. The Independent Truck Owner/Operator acknowledges and agrees that this Agreement may be amended from time to time at the sole discretion of Brox. Brox shall give the Independent Truck Owner/Operator Upon thirty (30) days' written notice of such amendment whereupon such amendment shall become binding on the Independent Truck Owner/Operator concerning all work accepted by the Independent Truck Owner/Operator thereafter.
37. THE PARTIES HERETO SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE COURTS LOCATED IN THE COMMONWEALTH OF MASSACHUSETTS (THE "FORUM STATE") AND THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE FORUM STATE

WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES. NOTWITHSTANDING THE PRECEDING, ALL CLAIMS AND DISPUTES ARISING UNDER OR RELATING TO THIS AGREEMENT OR THE SERVICES PERFORMED BY THE INDEPENDENT TRUCK OWNER/OPERATOR SHALL BE SETTLED BY BINDING ARBITRATION IN THE FORUM STATE. THE ARBITRATION SHALL BE CONDUCTED ON A CONFIDENTIAL BASIS PURSUANT TO THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. ANY DECISION OR AWARD AS A RESULT OF ANY SUCH ARBITRATION PROCEEDING SHALL BE IN WRITING AND SHALL PROVIDE AN EXPLANATION FOR ALL CONCLUSIONS OF LAW AND FACT AND SHALL INCLUDE THE ASSESSMENT OF COSTS, EXPENSES, AND REASONABLE ATTORNEYS' FEES. ANY SUCH ARBITRATION SHALL BE CONDUCTED BY AN ARBITRATOR EXPERIENCED IN COMMERCIAL TRUCKING AND SHALL INCLUDE A WRITTEN RECORD OF THE ARBITRATION HEARING. THE PARTIES RESERVE THE RIGHT TO OBJECT TO ANY INDIVIDUAL WHO SHALL BE EMPLOYED BY OR AFFILIATED WITH A COMPETING ORGANIZATION OR ENTITY. AN AWARD OF ARBITRATION MAY BE CONFIRMED AND ENFORCED IN A COURT OF COMPETENT JURISDICTION. NO ARBITRATOR OR COURT MAY ORDER, PERMIT OR CERTIFY A CLASS ACTION, REPRESENTATIVE ACTION, PRIVATE ATTORNEY GENERAL LITIGATION OR CONSOLIDATED ARBITRATION IN CONNECTION WITH THIS AGREEMENT TO ARBITRATE. NO ARBITRATOR OR COURT MAY ORDER OR PERMIT A JOINDER OF PARTIES IN CONNECTION WITH THIS AGREEMENT TO ARBITRATE. THE INDEPENDENT TRUCK OWNER/OPERATOR AGREES TO WAIVE THE RIGHT TO INITIATE OR PARTICIPATE IN A CLASS ACTION, REPRESENTATIVE ACTION, PRIVATE ATTORNEY GENERAL LITIGATION OR CONSOLIDATED ARBITRATION RELATED TO THIS AGREEMENT.

38. The Independent Truck Owner/Operator agrees that in any dispute with Brox, it shall be solely entitled to recover actual and provable monetary damages. In no event shall the Independent Truck Owner/Operator be entitled to special, incidental, consequential or punitive damages nor shall the Independent Truck Owner/Operator be entitled to damages for loss of profit or loss of business.
39. This Agreement, including all of the exhibits, addenda, attachments and referenced documents, constitutes the entire agreement of the parties with respect to the subject matter hereof and shall supersede any prior or simultaneous conversations, negotiations, understandings, agreements and writings respecting the same and shall be binding upon the successors and the assigns of Brox and the Independent Truck Owner/Operator. AMENDMENTS, MODIFICATIONS OR OTHER CHANGES TO THIS AGREEMENT MAY BE MADE ONLY BY A SEPARATE TYPE-WRITTEN INSTRUMENT EXECUTED BY THE INDEPENDENT TRUCK OWNER/OPERATOR AND A REPRESENTATIVE OF BROX WITH THE TITLE OF DIVISION MANAGER OR GREATER. ANY ATTEMPTED AMENDMENT, MODIFICATION OR OTHER CHANGE NOT IN STRICT COMPLIANCE WITH THE PRECEDING SENTENCE SHALL BE VOID AND OF NO EFFECT AND THE TERMS OF THIS AGREEMENT AS ORIGINALLY TYPED-WRITTEN SHALL CONTROL. The failure of either party at any time to require full performance of any provision of this Agreement shall not constitute a waiver of such provisions and shall not affect the right to require full performance at a later date.

BROX INDUSTRIES INC.
INDEPENDENT TRUCK OWNER/OPERATOR AGREEMENT
SIGNATURE PAGE
(to be executed and submitted electronically)

rev. 03/19

Independent Truck Owner/Operator Name: _____

Name Of Individual Responsible: _____

Address: _____

Phone Number: _____ Cell Phone Number: _____ Fax Number: _____

After Hours/Emergency Phone Number: _____

E-Mail: _____

The term this "Agreement" means this SIGNATURE PAGE and all attachments and referenced documents, all of which are incorporated herein and form a material and integral part of this Agreement. The above named Independent Truck Owner/Operator has read, received a copy of, understands, acknowledges, accepts and agrees to the terms of the Brox Industries, Inc. INDEPENDENT TRUCK OWNER/OPERATOR AGREEMENT TERMS AND CONDITIONS as the same may be amended from time to time with notice to Independent Truck Owner/Operator, and which are attached hereto and incorporated herein by this reference. FOR AND IN CONSIDERATION of the payment therefore, the Independent Truck Owner/Operator agrees, for itself and its employees, agents, servants and any person who acts or purports to act on its behalf, that all independent services performed, shall comply with all of the terms, provisions, conditions and requirements of this Agreement.

Brox Industries, Inc. requires the Independent Truck Owner/Operator to execute and submit this SIGNATURE PAGE (or the most recent version then in effect) to trucking@broxindustries.com or by regular mail to Chris Gambaccini at the address set forth above, every year and on file before providing independent services. Nevertheless, in the event this SIGNATURE PAGE (or the most recent version then in effect) is not executed or submitted in any particular year, then the most recent version which has been executed and is on file shall be in effect and control. For additional information on the XBE web-based application, please see paragraph 6 of the INDEPENDENT TRUCK OWNER/OPERATOR AGREEMENT TERMS AND CONDITIONS.

The Independent Truck Owner/Operator acknowledges and agrees that the execution of this Agreement creates no obligation on the part of Brox Industries, Inc. to engage the services of the Independent Truck Owner/Operator. Brox Industries, Inc. makes no representation, promise or guarantee that it will engage the services of the Independent Truck Owner/Operator.

Independent Truck Owner /Operator:

[Print name/company]: _____

Signature: _____

[Print name]: _____

[Print title]: _____

[Print date]: _____

INDEPENDENT TRUCKER INSURANCE AND INDEMNITY AGREEMENT

rev. 03/19

Indemnification

To the fullest extent permitted by law, the Independent Truck Owner Operator (which term shall include its parents, subsidiaries, affiliates, successors and/or any person or entity who may or can claim by or through any one or more of them) shall protect, indemnify, hold harmless and fully defend Brox Industries, Inc. ("Contractor") and its parent companies, affiliated and subsidiary companies, related entities, principals, members, officers, stockholders, directors, partners, agents, consultants, servants, employees, successors and assigns (collectively with Contractor, the "Indemnitees") from and against any and all demands, claims, judgments, actions, causes of actions, complaints, losses, damages, liabilities, property damage, injury or death to persons, fines, penalties (including, without limitation, all damages, fines and/or penalties for violation of governing laws or regulations), costs and expenses (including attorneys' fees and expenses) of any nature whatsoever (collectively, "Claims") arising out of or caused in whole or in part by, or alleged to have been caused in whole or in part by, any act or omission of the Independent Truck Owner Operator, its employees, agents or any person or entity acting or allegedly acting by or through any one of them regardless of whether or not any of the same is caused or alleged to have been caused in whole or in part by any of the Indemnitees.

In addition to, and not in limitation of, all remedies provided under this Independent Truck Owner Operator Insurance and Indemnity Agreement, to the fullest extent permitted by law, the Independent Truck Owner Operator shall protect, indemnify, hold harmless and fully defend the Indemnitees from and against any and all Claims, (a) arising from or out of or resulting from the performance of the Work (as defined below) (b) relating to the payment of any sales or use taxes, contributions under any unemployment insurance law, union benefits, collective bargaining agreements, wages, old age retirement benefits law, social security law, or payroll or income tax now or hereinafter enacted by any state or federal authorities or subdivision of either (c) arising from or out of any accident or event involving the Independent Truck Owner Operator or (d) relating to all fines, levies or penalties issued by any governmental authority having or claiming to have jurisdiction as a result of any acts, omissions or work procedures used by Independent Truck Owner Operator or any persons employed directly or indirectly by the Independent Truck Owner Operator.

The Independent Truck Owner Operator acknowledges and agrees that the requirements set forth herein shall apply to all contracts or other agreements to which this Independent Truck Owner Operator Insurance and Indemnity Agreement is specifically referred and, in addition and not in limitation, to ALL other work, services, business and all matters of engagement performed by the Independent Truck Owner Operator for or on behalf of Contractor (collectively "Work") regardless of (i) when or where the same is performed (ii) the specific project on which the same is performed or (iii) the existence or non-existence of any past, present or future contract, work order or other agreement. The Independent Truck Owner Operator acknowledges that this Independent Truck Owner Operator Insurance and Indemnity Agreement is a material inducement for, and a condition of, Contractor to engage the Independent Truck Owner Operator and is in addition to, and not extinguished, limited or superseded by, any future contract, work order or other agreement between Contractor and the Independent Truck Owner Operator. The provisions set forth herein are in addition to and do not otherwise supersede or replace any other indemnity or requirement to reimburse the Indemnitees. In the event of a conflict between this Independent Truck Owner Operator Insurance and Indemnity Agreement and any other contract, work order or other agreement, this Independent Truck Owner Operator Insurance and Indemnity Agreement shall control except that if such other agreement contains limits of liability which are higher than as contained in this Independent Truck Owner Operator Insurance and Indemnity Agreement, such higher limits shall control.

In the event one or more of the Indemnitees are made a party to any litigation for which the Independent Truck Owner Operator is obligated to indemnify such of the Indemnitees under this Independent Truck Owner Operator Insurance and Indemnity Agreement or any other agreement, then the Independent Truck Owner Operator shall protect, indemnify, hold harmless and fully defend such of the Indemnitees therefrom and shall pay all Claims (including, without limitation, attorney's fees and disbursements) in connection with any litigation.

INDEPENDENT TRUCKER INSURANCE AND INDEMNITY AGREEMENT

Insurance

Prior to the start of the Independent Truck Owner Operator's Work, the Independent Truck Owner Operator shall procure and maintain in force for the duration of the work performed the following insurance.

1. Commercial General Liability - \$1,000,000 each occurrence; \$2,000,000 general aggregate per project aggregate endorsement; \$2,000,000 completed operations products aggregate; \$1,000,000 personal injury;
2. Auto Liability - \$1,000,000 combined single limit including hired and non-owned auto and mobile equipment subject to registration financial responsibility laws;
3. Auto Pollution Liability (Endorsement CA 9948, MCS 90 (if applicable) - \$1,000,000 each occurrence; \$2,000,000 aggregate;
4. Workers' Compensation - Statutory Limits;
5. Employers Liability - \$100,000;
6. Bodily Injury each accident - \$500,000;
7. Bodily Injury by Disease - the greater of the policy limit or \$100,000 each employee; \$500,000 aggregate.
8. Commercial Umbrella - \$1,000,000 each occurrence; \$1,000,000 general aggregate; \$1,000,000 completed operations products aggregate; \$1,000,000 personal injury.

Such limits of liability may be increased, from time to time, at the discretion of Contractor, upon thirty (30) days written notice to the Independent Truck Owner Operator. The Independent Truck Owner Operator shall promptly furnish Contractor with copies of such policies upon request. Contractor shall be named as Additional Insured with respect to both ongoing and completed operations and Certificate Holder on all such policies (except Workers' Compensation). **Such policies must apply on a primary basis in relation to Contractor's own policy(ies), be non-contributing and shall include Waivers of Subrogation (except where prohibited by law), reference this Independent Truck Owner/Operator Insurance and Indemnity Agreement and provide not less than 30 days' prior notice to Contractor in the event of cancellation or non-renewal and not less than 10 days' prior notice in the event of non-payment of premium.** It is the Independent Truck Owner/Operator's obligation to tender a defense to Contractor as the Additional Insured on a primary basis and noncontributory basis. Additional Insured coverage shall apply to all liability or potential liability relating to, resulting from, arising out of or caused in whole or in part by, or alleged to have been caused in whole or in part, by the Independent Truck Owner Operator's acts or omissions or the Independent Truck Owner/Operator's alleged acts or omissions and applies whether performed by the Independent Truck Owner/Operator or by others on behalf of the Independent Truck Owner Operator.

By requiring the above insurance, Contractor does not represent that coverage and limits will necessarily be adequate to protect the Independent Truck Owner Operator. Contractor reserves the right, in its sole discretion, to require higher limits or coverages on any particular project. If the Independent Truck Owner Operator has coverages or limits of liability in excess of those set forth above, said coverages and limits of liability shall be available accordingly.

Governing Law and Binding Arbitration

THE INDEPENDENT TRUCK OWNER/OPERATOR AND CONTRACTOR HERETO SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE COURTS LOCATED IN THE COMMONWEALTH OF MASSACHUSETTS AND THIS INDEPENDENT TRUCK OWNER/OPERATOR INSURANCE AND INDEMNITY AGREEMENT SHALL BE GOVERNED BY THE LAWS THEREOF WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES. NOTWITHSTANDING THE PRECEDING, ALL CLAIMS AND DISPUTES ARISING UNDER OR RELATING TO THIS INDEPENDENT TRUCK OWNER/OPERATOR INSURANCE AND INDEMNITY AGREEMENT SHALL BE SETTLED BY BINDING ARBITRATION IN THE COMMONWEALTH OF MASSACHUSETTS. THE ARBITRATION SHALL BE CONDUCTED ON A CONFIDENTIAL BASIS PURSUANT TO THE COMMERCIAL ARBITRATION RULES OF THE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/3/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Name of Agency Address of Agency	CONTACT NAME: XXXXXX	PHONE (A/C. No. Ext): XXXXX	FAX (A/C. No.): *
	E-MAIL ADDRESS: XXXXX		
INSURED Subcontractor's Name & address	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: ABC Company		XXXXX
	INSURER B: ABC Company		XXXXX
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: SAMPLE

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X	Y	XXXXXXXX			EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	X	Y	XXXXXXXX			COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ combined single limit \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTIONS		Y	XXXXXXXX			EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	XXXXXXXX			<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 100,000 EL DISEASE - EA EMPLOYEE \$ 100,000 EL DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Brox Industries Inc. and its affiliates, successors and assigns are additional insureds, on a primary & noncontributory basis on all policies, except workers compensation. Waiver of Subrogation applies on all policies, except where prohibited by law. All policies are endorsed to provide 30 days written cancellation notice to Brox Industries Inc.

CERTIFICATE HOLDER

CANCELLATION

Brox Industries Inc.
1471 Methuen St
Dracut, MA 01826

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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INDEPENDENT TRUCKER INSURANCE AND INDEMNITY AGREEMENT

AMERICAN ARBITRATION ASSOCIATION. ANY DECISION OR AWARD AS A RESULT OF ANY SUCH ARBITRATION PROCEEDING SHALL BE IN WRITING AND SHALL PROVIDE AN EXPLANATION FOR ALL CONCLUSIONS OF LAW AND FACT AND SHALL INCLUDE THE ASSESSMENT OF COSTS, EXPENSES, AND REASONABLE ATTORNEYS' FEES. ANY SUCH ARBITRATION SHALL BE CONDUCTED BY AN ARBITRATOR EXPERIENCED IN THE GENERAL NATURE OF THE WORK BEING PERFORMED BY THE INDEPENDENT TRUCK OWNER/OPERATOR AND SHALL INCLUDE A WRITTEN RECORD OF THE ARBITRATION HEARING. THE PARTIES RESERVE THE RIGHT TO OBJECT TO ANY INDIVIDUAL WHO SHALL BE EMPLOYED BY OR AFFILIATED WITH A COMPETING ORGANIZATION OR ENTITY. AN AWARD OF ARBITRATION MAY BE CONFIRMED IN A COURT OF COMPETENT JURISDICTION.

Miscellaneous

The Independent Truck Owner Operator acknowledges that specific and adequate consideration has been received by it for this Independent Truck Owner Operator Insurance and Indemnity Agreement and that same shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefit payable by or for the Independent Truck Owner Operator under workers' compensation acts or other employee benefits acts. The indemnities contained herein shall survive the expiration or termination of this Independent Truck Owner Operator Insurance and Indemnity Agreement.

Nothing herein shall be construed to require Contractor to engage Independent Truck Owner Operator in any manner or for any particular job, project, contract or hire nor to require Independent Truck Owner Operator to accept any potential or proposed job, project, contract or hire.

This Agreement may be cancelled by the Independent Truck Owner Operator only upon thirty (30) days written notice to Contractor, sent by certified mail, return receipt requested. Such cancellation shall be effective only for work not yet begun or contracts not yet signed or implemented by the Independent Truck Owner Operator. Any such cancellation shall not effect, and the provisions of this Agreement shall remain in full force for, (i) work performed or agreed to be performed by the Independent Truck Owner Operator prior to the effective date of cancellation (ii) contracts, work orders or other agreements which have been executed or implemented by the Independent Truck Owner Operator prior to the effective date of cancellation (iii) work already begun by the Independent Truck Owner Operator prior to the effective date of cancellation and (iv) the acts or omissions (or alleged acts or omissions) of the Independent Truck Owner Operator prior to the effective date of cancellation. Any such cancellation shall permit Contractor, at its option, to immediately suspend the Independent Truck Owner Operator from any work being performed and terminate any contract, work order or other agreement with the Independent Truck Owner Operator, despite any other agreement to the contrary.

IN WITNESS WHEREOF, the Independent Truck Owner Operator hereto executes this Independent Truck Owner Operator Insurance and Indemnity Agreement under seal as of the date written below:

Independent Truck Owner Operator:

[Print name company]: _____

Signature: _____

[Print name]: _____

[Print title]: _____

[Print date]: _____



BROX INDUSTRIES, INC.

Vendor EFT Authorization Form

Dear Vendor:

We are transitioning our Accounts Payable system from a paper check format to one that produces electronic payments only (EFT/ACH). **To avoid payment disruption please complete the form below, attach a voided check or letter from your bank and return both to us at:**

Brox Industries, Inc., 1471 Methuen St., Dracut, MA 01826.

PAYEE INFORMATION

Payee Name (Company): _____

Address – Street: _____

City/State/Zip: _____

EFT Authorization Contact Name: _____

EFT Contact Phone Number: _____

Remittance Email*: _____

***Email address is required to receive remittance information**

FINANCIAL INSTITUTION INFORMATION

Bank Name: _____

Bank Account Number: _____

Bank ABA/Routing Number: _____

Payee/Company hereby (1) authorizes Brox Industries, Inc. (Brox) and its affiliates to make payments for goods and/or services by EFT, (2) certifies that it has selected the above depository financial institution, and (3) directs that all such electronic funds transfers be made as provided. Payee/Company understands that any change in the information provided on this form must be communicated in writing to Brox by an authorized representative in time to allow Brox to respond to the changes. Payee/Company will hold Brox harmless from any loss which may arise by reason of error, mistake or fraud regarding the information provided on this form. Payee/Company will give a minimum thirty (30) days advance, written notice to Brox of any changes in depository financial institution or other payment instructions. (Contact Accounts Payable for this form)

Print Name

Title

Authorized Signature

Date

**BROX INDUSTRIES, INC.
CELL PHONE/MOBILE DEVICE USE POLICY**

Rev. 03/19

Effective immediately, Brox Industries Inc. (the "Company") institutes the following cell phone/mobile device use policy. This policy is applicable to the following:

- All employees of the Company while operating Company owned or leased vehicles, machinery or equipment
- All independent truck owners or operators and their employees while operating vehicles, machinery or equipment engaged in any business for or on behalf of the Company
- All subcontractors and their employees while operating vehicles, machinery or equipment engaged in any business for or on behalf of the Company
- All persons who operate vehicles, machinery or equipment while on Company owned or controlled property
- All persons who operate vehicles, machinery or equipment while on Company job sites

All persons affected by this policy shall:

- NOT use a hand held cell phone/mobile device unless such device is used in hands-free mode
- NOT read or respond to e-mails or text messages
- NOT answer in-coming phone calls unless the cell phone/mobile device is in hands-free mode
- NOT make out-going phone calls unless the cell phone/mobile device is in hands-free mode
- NOT use a hand held cell phone/mobile device for any personal matters

In addition, all employees of the Company (including office staff) shall NOT use a hand held cell phone/mobile device for any personal matters while on Company time.

In the event that any local, state or federal law, rule, regulation, ordinance or other governmental requirement is more restrictive to any one or more classes of persons affected by this policy, then the more restrictive policy shall control with respect to that class of persons. The Company, at its discretion, may impose a more restrictive policy on cell phone/mobile device use for certain affected persons based on the type of work in which such persons are engaged.

Affected persons are responsible for payment of civil and other penalties in the event a citation is issued.

If an employee of the Company is cited by any governmental agency for cell phone/mobile device use violations or if an employee of the Company is observed using a cell phone/mobile device not in conformity with this policy and such use is confirmed by one or more supervisory or management employees of the Company, the employee will be subject to discipline up to and including termination.

If a non-employee who is affected by this policy is cited by any governmental agency for cell phone/mobile device use violations or if a non-employee who is affected by this policy is observed using a cell phone/mobile device not in conformity with this policy and such use is confirmed by one or more supervisory or management employees of the Company, the non-employee, and the company with which such non-employee is affiliated, is subject to immediate cancellation and termination of all pending jobs, work and/or contracts.

Correspondingly, any supervisor or management personnel of the Company found to allow, encourage, pressure, or threaten adverse action against an employee or non-employee for complying with this policy shall be subject to discipline up to and including termination.

This policy is subject to change at the discretion of the Company.