

**Quick Transportation Inc.**

**Subject: Subhauler Agreement Packet – Required Documents & Checklist**

Thank you for your interest in partnering with us and for taking the time to complete the enclosed Subhauler Agreement Packet. To ensure compliance with our internal requirements and regulatory obligations to our clients, please carefully review and complete all required forms and provide the documentation listed below.

**Please return the full packet with all items completed and signed as applicable.**

**Documents to Be Completed and Signed:**

- ☒ **Subhaul Agreement** (Pages 1–9)
- ☒ **Subhauler/Subcontractor Pay Terms** (Prompt Payment Clause)
- ☒ **Independent Contractor Agreement**
- ☒ **Independent Contractor Confidentiality and Proprietary Rights Agreement**

**Additional Documentation Required:**

- ☒ **2025 W-9 Form**
- ☒ **CARB Documentation**
  - Either a **CARB-issued Annual Certificate of Reporting** or a signed **CARB Statement of Compliance**
- ☒ **List of Equipment**
  - Must include **VIN, License Plate Number, and Truck Number** for each unit
- ☒ **Current Motor Carrier Permit**
- ☒ **Proof of Enrollment in a CHP-Approved Drug & Alcohol Testing Consortium**
- ☒ **Certificate of Insurance (COI)**
  - Must list **Quick Transportation Inc. as Additional Insured**
  - Must include a **Schedule of Covered Units**
- ☒ **Current DIR Approval Page**
- ☒ **Small Business Certification**

Ensure all documents are legible and current. Submit your packet via email or hard copy to our office. Contact us with any questions or for assistance. Thank you for your prompt cooperation.

## **SUBHAUL AGREEMENT**

This SUBHAUL AGREEMENT (the “Agreement”) is dated as of \_\_\_\_\_, by and among Quick Transportation, Inc., a California corporation (hereinafter known as “Prime Carrier”) and \_\_\_\_\_ (hereinafter known as “Subhauler”). Prime Carrier and Subhauler shall collectively be known herein as the “Parties”.

### **RECITALS**

WHEREAS, Prime Carrier desires to secure the services of the Subhauler for the transportation, or, possibly, the application of general materials, freight, and goods under the terms and conditions set forth below;

WHEREAS, Subhauler desires to transport general commodities, materials, freight, and goods on behalf of Primer Carrier under the terms and conditions set forth below;

THEREFORE, in consideration of the covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this Agreement agree as follows:

### **TERMS AND CONDITIONS**

1. **Subhauler’s Representations and Warranties.** Subhauler represents and warrants as follows:
  - a. Subhauler is engaged in the trucking business and will maintain and operate all of its equipment in compliance with the requirements of all regulatory bodies at all times while providing services covered by this Agreement. Subhauler will accept responsibility for any violation(s) of law by Subhauler or Subhauler’s employees and/or independent contractors.
  - b. Subhauler is the holder of all State, Federal, County, or City certificates, permits, registrations, authorizations, and licenses which are required or necessary for the conduct of business as a dump or spreader truck and for the performance of services covered by this Agreement. Subhauler will continue to hold such certificates, permits, registrations, authorizations, and licenses in full force and effect at all times while providing services covered by this Agreement.
  - c. Subhauler agrees to comply with Federal and State Mandated Safety requirements and programs Documentation will be required.
  - d. Subhauler warrants that the equipment supplied by Subhauler for the performance of services under this Agreement are fully licensed for operation in the State of California and complies with all licensing conditions and/or safety requirements imposed upon Prime Carrier by the State of California regarding operation for Prime Carrier’s subhaulers. Subhauler will not, except with written authorization

of Prime Carrier, obligate Prime Carrier for payment, use, or operation of said equipment.

- e. Subhauler shall deliver materials, loads, and shipments and perform such other transportation and related services as may be necessary to serve Prime Carrier's customers and to protect said items against loss and damage. Subhauler expressly acknowledges and agrees that any general commodities, materials, freight, and goods being transported by Subhauler on behalf of Prime Carrier are expressly and unequivocally under the Subhauler's care, custody, and/or control.
  - f. By agreeing to provide services required by Prime Carrier, or by undertaking such services, Subhauler warrants that all conditions precedent in Section 1 of this Agreement have been satisfied and remain effective for the duration of Subhauler's provision of services pursuant to this Agreement. Subhauler shall indemnify and hold harmless Prime Carrier for any damages resulting from breach of these warranties.
2. **Services.** Prime Carrier shall have the right to use the services of any other contractor or contractors of its choice. Subhauler shall have the right to refuse to perform specific requests by Prime Carrier to provide transportation services. Additionally, Subhauler shall have the right to perform transportation services for carriers other than Prime Carrier.
3. **No Guarantee to Make Loads Available.** Subhauler expressly agrees and understands that the execution of this Agreement does not create an obligation on the part of Prime Carrier to make any particular loads available to the Subhauler for transportations, and nothing herein nor any course of dealing hereunder shall be construed to give rise to any guarantee or implied agreement that the Subhauler shall receive or continue to receive any particular revenue, minimum earning, work, or profit.
4. **Insurance.** Subhauler agrees to carry, at a minimum, the following insurance policies during the duration of this Agreement:
- a. Subhauler shall obtain insurance coverage for public liability and property damage (PL & PD) insurance covering all operations of the Subhauler, including liability assumed under this and other contracts and including all vehicles and equipment operated by Subhauler, whether owned, rented, or borrowed. The limits for said coverage shall be no less than one million (\$1,000,000) combined single limit for the services performed pursuant to this Agreement. Subhauler shall pay all premiums on such coverage, and Subhauler shall have the Prime Carrier named as an additional insured on a statewide basis, and shall produce evidence thereof to the Prime Carrier. Subhauler will provide a list of all identified and unidentified equipment covered by the said PL & PD insurance. Furthermore, Subhauler agrees that said insurance coverage may not be cancelled by any party thereof for any reason without thirty (30) days' prior written notice to Prime Carrier.

- b. Subhauler will carry at its own expense bodily injury, property damage, and general liability insurance upon the equipment used in the performance of this Agreement in the following minimum amounts: \$1,000,000 combined single limit, for Bodily Injury and Property Damage from any one accident or occurrence and unidentified trailer and interchange coverage; or such increased amounts as required by this Agreement. All such insurance policies shall be placed with a Licensed Insurance carrier with a financial rating of not less than "A" VI. Subhauler agrees to name Prime Carrier as additional insured in the Subhauler's policies and to deliver to Prime Carrier copies of the Insurance Endorsements and certificates of insurance of the Subhauler. It is also agreed that such insurance protection extended to Prime Carrier, as the additional named insured shall be primary insurance and any other protection to Prime Carrier shall be excess over such insurance. Such insurance policies shall provide that they shall not be cancelled by the Subhauler or its insurance company without at least thirty (30) days' written notice therefore served on Prime Carrier by said insurance company. It is understood that no transportation shall be performed under this Agreement until such certificates of insurance have been received by Prime Carrier. Any lapse or cancellation of such insurance shall constitute a material breach of this Agreement and grounds for the immediate termination of the Agreement by Prime Carrier without further notice. Subhauler shall have sole responsibility for selecting the insurance company to provide such coverage.
  - c. Subhauler has Workman's Compensation Insurance coverage for its employees, if any, and will continue such coverage and insurance in effect while providing services covered by this Agreement. Subhauler will furnish evidence of such coverage to Prime Carrier. Upon reasonable request by Prime Carrier, Subhauler will provide a list of all driver employees covered by said Workman's Compensation Insurance Policy. Subhauler recognizes that neither Subhauler nor Subhauler's employees are eligible for coverage under the Workman's Compensation Insurance policy held by Prime Carrier. Subhauler recognizes that it is not entitled to make any claim with respect to any Workman's Compensation Insurance policy held by Prime Carrier.
  - d. Subhauler shall obtain a Transit (Cargo/Freight) insurance policy with a minimum limit of \$250,000.00. Any deductible shall be the responsibility of Subhauler. Subhauler will be responsible for verifying the value of each load and the adequacy of the limit in place for hauling that load. Subhauler will furnish evidence of such coverage to Prime Carrier.
5. **Safety.** Subhauler shall comply fully with all laws, orders, citations, rules, regulations, standards, and statutes with respect to safety. Subhauler accepts sole responsibility of its employees, if any, and agrees and intends to perform service for Prime Carrier under the terms of this agreement in good faith and in a safe, responsible, and lawful manner.

Subhauler shall ensure that all vehicles used by Subhauler to provide work covered by this agreement are in safe operating condition and that they are operated in compliance with all

provisions of federal and state laws and regulations where applicable, including, but not limited to, the California Highway Patrol Biennial Inspection of Terminal (“CHP BIT”) program and the Department of Motors Vehicles (the “DMV”) pull notice program, and C.C.R. 13 and C.F.R. 49.

Subhauler shall ensure that all drivers operating Subhauler’s equipment are properly licensed and qualified in accordance with CVC, CCR 13, and CFR 49. It will be the responsibility of the Subhauler to comply with all requirements set forth by OSHA, CAL-OSHA, MSHA, FHWA, CARB, Cal-Trans, or any other governmental agency’s requirements for personal protective equipment (“PPE”) in the performance of services under this agreement.

6. **Independent Contractor.** Subhauler represents and warrants that Subhauler is an independent contractor and shall provide services covered by this Agreement only as an independent contractor, and not as an employee of Prime Carrier. Subhauler shall report all compensation paid to Subhauler pursuant to the terms of this Agreement as self-employment income and shall be solely responsible for all matters relating to such payment, including, without limitation, compliance with social security laws, withholding, employment taxes and all other laws and regulations governing compensation. In addition, Subhauler shall be solely responsible for all matters relating to the payment of Subhauler and Subhauler’s employees, including, without limitation, compliance with social security laws, payroll taxes, and regulations governing compensation and benefits. Subhauler shall not hold itself or any of its employees out as an employee of Prime Carrier and shall ensure that all business cards, stationary, or other methods of communication with the general public do not state or imply that Subhauler or any of its employees is an employee of Prime Carrier.
7. **California Air Resources Board Compliance.** Subhauler shall provide Prime Carrier with a current certificate of compliance from the California Air Resources Board (“CARB”). If a fleet or truck owner does not report to the CARB because they are complying with the engine model year schedules, then the owner must provide other documentation to demonstrate that their fleet complies with the regulation. The Subhauler must provide Prime Carrier with a written statement from the owner that verifies that they are aware of the Truck and Bus regulation (Title 13, California Code of Regulations Section 2025) and engine model year and PM filter information about their trucks to demonstrate compliance with the engine model year schedules. If Prime Carrier becomes aware that one or more vehicles in the Subhauler’s fleet do not comply with CARB regulations, this agreement will immediately be terminated.
8. **Indemnification.**
  - a. Subhauler shall and does hereby indemnify (and, at Prime Carrier’s written request, defend) Prime Carrier and each of its employees, agents, officers, directors, and representatives from and against any and all claims, demands, losses, damages, liabilities, costs, expenses, or obligations whatsoever, including reasonable attorney’s fees which Prime Carrier may suffer or incur from any act or omission

of Subhauler, or because of the failure of Subhauler's insurance carrier to defend any action against Prime Carrier or settle any judgment against Prime Carrier arising out of any action, incident, or other happening.

- b. The foregoing indemnity and hold harmless obligation of Subhauler includes and applies without limitation to any strict liability imposed by law and to injury and damage to Prime Carrier, Subhauler, or third parties, or any or all of them, and their respective property, employees, agents, and representatives, regardless of how any such injury or damage may be caused or suffered by reason of the concurrent or contributory negligence, whether affirmative or passive of Prime Carrier or its agents, employees, officers, directors, representatives, or independent contractors.
  - c. This indemnity and hold harmless agreement shall apply as a separate and distinct agreement and shall not be limited by the provisions of any insurance policy held by or for Subhauler.
  - d. Notwithstanding the foregoing, Subhauler liability hereunder shall not include any responsibility for or obligation to indemnify and save Prime Carrier harmless from loss, damage or expense arising from the sole negligence or willful misconduct of Prime Carrier, its agents, servants, or its independent contractors who are directly responsible to Prime Carrier.
9. **Costs.** Subhauler shall maintain and operate Subhauler's equipment at Subhauler's sole expense. Subhauler shall pay any and all charges arising therefrom, including, but not restricted to labor, fuel, oil, lubrication, tires and equipment repairs and maintenance, any and all insurance, permits, license fees, tolls, fines, and taxes levied or assessed. In the event Prime Carrier pays any such expenses on behalf of Subhauler, Prime Carrier may deduct the amounts of such expense from any amount owed by Prime Carrier to Subhauler plus 15% to defray the cost of handling. Subhauler shall be solely responsible for compensating any persons, including, but not limited to employees, agents, officers, directors, and independent contractors, engaged by Subhauler in connection with services performed pursuant to this Agreement.
10. **Control of Work.** Subhauler shall direct the operation of its equipment in all respects and shall determine the method, means and manner of performance, including but not limited to such matters as:
- a. When a load is to be picked up (within customer requirements)
  - b. Who is to load the vehicle
  - c. How the vehicle is to be loaded, tied down, and unloaded
  - d. Rest stops
  - e. Selection of routes
  - f. Selection of oil and gas stops
  - g. Where trucks and trailers are to be repaired
  - h. If and when his/her own credit cards should be used
  - i. Time of delivery (within customer requirements)

- j. Whether Subhauler needs to hire additional labor to load or unload goods at pickup and destination points
- k. Subhauler's working hours
- l. Subhauler's employees' working hours, compensation, and conditions of employment
- m. Which insurance company will provide insurance coverage
- n. The method of financing Subhauler's vehicles, trucks, or trailers
- o. The manner and method by which the materials being delivered are applied or disbursed

Prime Carrier is interested only in the results achieved by Subhauler and shall not control the means by which Subhauler achieves those results. Subhauler shall use his/her own methods and skills to accomplish the work. Subhauler shall have the exclusive authority to control and direct the performance of the work performed under this Agreement.

**11. Labor and Equipment.** Subhauler shall furnish at Subhauler's own expense, whatever labor, materials, equipment that Subhauler deems necessary for the unloading or hauling of shipments pursuant to the terms of this Agreement. Subhauler shall furnish at Subhauler's own discretion, selection, and expense any labor required incident to the operation of the equipment involved in the performance of this Agreement and the pick-up, parking, unloading, assembling, disassembling and delivery of shipments in the performance of this Agreement. Subhauler shall be solely responsible for the direction and control of the employees, agents, and servants of the Subhauler, if any, that perform labor on behalf of Subhauler, including the selection, hiring, firing, supervision, assignments and direction, the setting of wages, hours and working conditions, and the adjustment of their grievances. Subhauler shall determine the method, means and manner of performance of the work or the work of Subhauler's employees, agents and servants, independent contractors, and their performance of this Agreement. Prime Carrier shall have no obligations or responsibilities to the Subhauler or Subhauler's employees, agents, servants, independent contractors, from any fine, cost, as a result of Subhauler's failure to have proper marking on its equipment, or by reason of any violation by Subhauler or its employees, of any law or authorities in and through whose jurisdiction the Subhauler or its employees may be operating in the performance of this Agreement.

**12. Liabilities.** Nothing in this Agreement shall be construed to authorize Subhauler to incur any financial liabilities incurred by Subhauler in the name of, for, or on behalf of Prime Carrier. Subhauler shall be solely and personally responsible for any financial liabilities incurred by Subhauler in the contravention of the foregoing.

**13. Compensation.**

- a. The amount of compensation that Prime Carrier shall pay to the Subhauler for each load shall be communicated to Subhauler either in writing via a "pick up order" or via oral instruction. The Subhauler's delivery of the load shall be evidence that the Subhauler agrees with that rate.

#### **14. Termination.**

- a. Any actions, voluntary or involuntary, against Subhauler under any bankruptcy or insolvency proceeding or any assignment for the benefit of creditors by Subhauler shall constitute default by Subhauler and shall give Prime Carrier the option of immediately terminating this Agreement.
- b. If Subhauler violates any of the terms and conditions contained in this Agreement, this Agreement and any other related agreements in writing between Prime Carrier and Subhauler, at Prime Carrier's option, shall become immediately null and void.
- c. This Agreement may be voluntarily terminated at any time by either party effective upon the expiration of thirty (30) days written notice to the other party, unless otherwise agreed in writing. Pending the expiration of the thirty (30) day period, Subhauler shall continue to render performance hereunder as required. On the effective date of such termination, Subhauler shall immediately remove from Subhauler's equipment any and all signs and identification referring to Prime Carrier, together with all plates, permits, shipping documents, logs and other records belonging to Prime Carrier, applicable to the operation of this Agreement.
- d. If Subhauler terminates this Agreement without giving Prime Carrier the required thirty (30) days advance notice in writing, or if after giving such notice Subhauler fails to continue performance hereunder for the required minimum period of thirty (30) days, or if at any time Subhauler otherwise commits any material breach in any of the provisions in the Agreement, Prime Carrier shall be entitled to retain the entire amount of any money which would otherwise be payable to Subhauler hereunder as liquidated damages, it being expressly understood and agreed between the parties that any such premature termination, abandonment of operation, or breach of this Agreement by Subhauler will necessarily cause Prime Carrier great and otherwise incalculable damages, as compensation for which it is mutually agreed that this provision for liquidated damages is entirely just and reasonable in amount.

**15. Continuation of Representations and Warranties.** All representations and warranties contained in this Agreement (if any) shall continue in full force and effect after execution of this Agreement. If either party later learns that a warrant or representation that it made is untrue, it is under a duty to promptly disclose this information to the other party in writing. No representation or warranty contained herein shall be deemed to have been waived or impaired by any investigation made by or knowledge of the other party to this Agreement.

**16. Attorney's Fees and Costs.** Should any party materially breach this agreement (including representations and warranties made to the other side), the non-breaching party shall be indemnified by the breaching party for its reasonable attorney's fees and out-of-pocket costs which in any way relate to, or were precipitated by, the breach of this Agreement.



This provision shall not limit in any way the remedies either party may have otherwise possessed in law or equity relative to a breach of contract.

17. **Integration.** This Agreement sets forth the entire agreement between the Parties with regard to the subject matter hereof. All prior agreements, representations and warranties, express or implied, oral or written, with respect to the subject matter hereof, are hereby superseded by this Agreement.
18. **Severability.** In the event any provision of this Agreement is deemed to be void, invalid, or unenforceable, that provision shall be severed from the remainder of this Agreement so as not to cause the invalidity or unenforceability of the remainder of this Agreement. All remaining provisions of this Agreement shall then continue in full force and effect. If any provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope and breadth permitted by law.
19. **Copies of this Agreement.** A fully executed copy of this Agreement shall be kept at the offices of Prime Carrier and shall be kept in Subhauler's trucks that are hauling goods on behalf of Prime Carrier pursuant to the terms of this Agreement at all times.
20. **Products, Equipment, or Services.** Subhauler is not required to purchase or rent any products, equipment, or services from Prime Carrier as a condition of entering into this Agreement.
21. **Assignment.** Subhauler's rights and obligations under this Agreement are personal to Subhauler and Subhauler shall not have the right to assign any of Subhauler's rights or delegate any of Subhauler's duties without the express written consent of Prime Carrier. Any non-consented to assignment or delegation shall be void and shall constitute a default by Subhauler.
22. **Modification.** Except as otherwise provided in this document, this Agreement may be modified, superseded, or voided only upon the written and signed agreement of the Parties. Further, the physical destruction or loss of this document shall not be construed as a modification or termination of the agreement contained herein.
23. **Acknowledgements.** Each party acknowledges that he/she/it has had an adequate opportunity to read and study this Agreement, to consider it, to consult with attorneys if he or she has so desired.
24. **Jurisdiction.** The Parties, by entering into this Agreement, submit to jurisdiction in Fresno County, California for adjudication of any disputes and/or claims between the parties under this Agreement. Furthermore, the Parties hereby agree that the courts of Fresno County, California shall have exclusive jurisdiction over any disputes between the Parties relative to this Agreement, whether said disputes sound in contract, tort, or other areas of the law.
25. **State Law.** This Agreement shall be interpreted under, and governed by, the laws of the state of California.

IN WITNESS WHEREOF and acknowledging acceptance and agreement of the foregoing,  
Prime Carrier and Subhauler affix their signatures hereto.

Dated: \_\_\_\_\_

**PRIME CARRIER:**

QUICK TRANSPORTATION, INC., a California  
corporation

\_\_\_\_\_  
By: Kristopher Lloyd Quick

\_\_\_\_\_  
Its: Chief Executive Officer

**SUBHAULER:**

Dated: \_\_\_\_\_

\_\_\_\_\_  
By:

\_\_\_\_\_  
Its:

## **Sub-Hauler / Subcontractor Pay Terms - Prompt Payment Clause**

This Sub-Hauler/Subcontractor/Service Agreement is entered into in connection with the scope of work contracted by the California High-Speed Rail Authority (the "Owner") and Dragados-Flatiron Joint Venture (DFJV) under Contract HSR13-57 (the "Prime Contract"), and the subsequent subcontracting arrangement between DFJV and Quick Transportation Inc.

By signing below, the undersigned acknowledges and agrees to the following:

- Flow-Down Provisions: All terms and conditions of the Prime Contract that are required to flow down to subcontractors shall apply to this Agreement and are hereby incorporated by reference.
- Prompt Payment Compliance: The payment terms between Quick Transportation Inc. and the undersigned shall be no less favorable than those set forth in the Prompt Payment clause of the Prime Contract. Specifically, subcontractors shall be paid for work satisfactorily performed within seven (7) calendar days of Quick Transportation Inc. receiving payment from DFJV.
- Precedence of Prime Contract: In the event of any inconsistency or conflict between the terms of this Agreement and those of Contract HSR13-57, the terms of the Prime Contract shall take precedence and govern.

### **Sub-Hauler / Subcontractor Information**

Company Name: \_\_\_\_\_

DBA (if applicable): \_\_\_\_\_

By: \_\_\_\_\_ Signature

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### **Quick Transportation Inc.**

By: \_\_\_\_\_

Kristopher Quick

President/CEO

Date: 11/26/2024

[INDEPENDENT CONTRACTOR NAME]

[ADDRESS LINE 1]

[ADDRESS LINE 2]

July 17, 2025

Dear [INDEPENDENT CONTRACTOR NAME]:

This letter agreement (this “Agreement”) sets forth the terms and conditions whereby you agree to provide certain services (as described in Schedule 1) to Quick Transportation, Inc., a California corporation (the “Company”).

1. Services.

- a. The Company engages you, and you accept such engagement, as an independent contractor to provide certain services to the Company on the terms and conditions set forth in this Agreement.
- b. You shall provide to the Company the services listed on Schedule 1 (the “Services”).
- c. The Company shall not control or direct the manner or means by which you or your employees or contractors perform the Services, including but not limited to, the time and place you perform the Services. You are customarily engaged in an independently established trade, occupation, or business of the same nature as the Services performed.
- d. Company shall not control the manner or means by which you perform the Services, including but not limited to, the time and place you perform the Services.
- e. You shall furnish, at your own expense, the equipment, supplies, and other materials used to perform the Services. The Company shall provide you with access to its premises and equipment to the extent necessary for the performance of the Services.
- f. You shall comply with all rules and procedures communicated to you in writing by the Company, including those related to safety, security, and confidentiality.

2. Term.

- a. The term of this Agreement shall commence on [DATE] and shall continue [until [DATE]/until the [Services/[PROJECT NAME]] [is/are] completed], unless earlier terminated in accordance with Section 10 (the “Term”). Any extension of the Term will be subject to mutual written agreement between you and the Company (referred to collectively as the “Parties”).

Company \_\_\_\_\_

Independent Contractor \_\_\_\_\_

3. Fees and Expenses.

- a. As full compensation for the Services and the rights granted to the Company in this Agreement, the Company shall pay you a fixed fee of [EXPLAIN HOW PAYMENT TO BE MADE] (the "Fees"), payable on [STATE WHEN THEY WILL BE PAID] You acknowledge that you will receive an IRS Form 1099-MISC from the Company, and that you shall be solely responsible for all federal, state, and local taxes, as set out in Section 4(b).
- b. You are solely responsible for any travel or other costs or expenses incurred by you in connection with the performance of the Services, and in no event shall the Company reimburse you for any such costs or expenses.

4. Relationship of the Parties.

- a. You are an independent contractor of the Company, and this Agreement shall not be construed to create any association, partnership, joint venture, employee, or agency relationship between you and the Company for any purpose. You have no authority (and shall not hold yourself out as having authority) to bind the Company and you shall not make any agreements or representations on the Company's behalf without the Company's prior written consent.
- b. Without limiting Section 4(a), you will not be eligible to participate in any vacation, group medical or life insurance, disability, profit sharing or retirement benefits, or any other fringe benefits or benefit plans offered by the Company to its employees, and the Company will not be responsible for withholding or paying any income, payroll, Social Security, or other federal, state, or local taxes, making any insurance contributions, including for unemployment or disability, or obtaining workers' compensation insurance on your behalf. You shall be responsible for, and shall indemnify the Company against, all such taxes or contributions, including penalties and interest. Any persons employed or engaged by you in connection with the performance of the Services shall be your employees or contractors, and you shall be fully responsible for them and fully indemnify the Company against any claims made by or on behalf of any such employee or contractor.

5. Intellectual Property Rights.

- a. The Company is and will be the sole and exclusive owner of all right, title, and interest throughout the world in and to all the results and proceeds of the Services performed under this Agreement, including but not limited to all writings, technology, inventions, discoveries, processes, techniques, methods, ideas, concepts, research, proposals, and materials, and all other work product of any nature whatsoever, that are created, prepared, produced, authored, edited, modified, conceived, or reduced to practice in the course of performing the Services or other

Company \_\_\_\_\_

Independent Contractor \_\_\_\_\_

work performed in connection with the Services or this Agreement (collectively “Work Product”) including all patents, copyrights, trademarks (together with the goodwill symbolized thereby), trade secrets, know-how, and other confidential or proprietary information, and other intellectual property rights (collectively “Intellectual Property Rights”) therein.

- b. To the extent any copyrights are assigned under Section 5(a), you hereby irrevocably waive in favor of the Company, to the extent permitted by applicable law, any and all claims you may now or hereafter have in any jurisdiction to all rights of paternity or attribution, integrity, disclosure, and withdrawal and any other rights that may be known as “moral rights” in relation to all Work Product to which the assigned copyrights apply.
- c. Upon the reasonable request of the Company, during and after the Term, you shall promptly take such further actions, including execution and delivery of all appropriate instruments of conveyance, and provide such further cooperation, as may be reasonably necessary to assist the Company to apply for, prosecute, register, maintain, perfect, record, or enforce its rights in any Work Product and all Intellectual Property Rights therein. In the event the Company is unable, after reasonable effort, to obtain your signature on any such documents, you hereby irrevocably designate and appoint the Company as your agent and attorney-in-fact, to act for and on your behalf solely to execute and file any such application or other document and do all other lawfully permitted acts to further the prosecution and issuance of patents, copyrights, or other intellectual property protection related to the Work Product with the same legal force and effect as if you had executed them. You agree that this power of attorney is coupled with an interest.
- d. You hereby grant to the Company an irrevocable, worldwide, perpetual, royalty-free, non-exclusive license to use, publish, reproduce, perform, display, distribute copies of, prepare derivative works based upon, make, have made, sell, offer, offer to sell, import, and otherwise exploit such preexisting materials and derivative works thereof. The Company may assign, transfer, and sublicense such rights to others without your approval.
- e. As between you and the Company, the Company is, and will remain, the sole and exclusive owner of all right, title, and interest in and to any documents, specifications, data, know-how, methodologies, software, and other materials provided to you by the Company (“Company Materials”), including all Intellectual Property Rights therein. You have no right or license to use, publish, reproduce, prepare derivative works based upon, distribute, perform, or display any Company Materials except solely during the Term to the extent necessary to perform your obligations under this Agreement. All other rights in and to the Company Materials are expressly reserved by the Company. You have no right or license to use the

Company \_\_\_\_\_

Independent Contractor \_\_\_\_\_

Company's trademarks, service marks, trade names, logos, symbols, or brand names.

- f. You shall require each of your employees and contractors to execute written agreements containing obligations of confidentiality and non-use and assignment of inventions and other work product consistent with the provisions of this Section 5 prior to such employee or contractor providing any Services under this Agreement.

6. Confidentiality.

- a. In order for this Agreement to become binding, you must execute the Independent Contractor Confidentiality and Proprietary Rights Agreement that is attached hereto and incorporated herewith as Exhibit "A".

7. Representations and Warranties.

- a. You represent and warrant to the Company that:
  - i. You have the right to enter into this Agreement, to grant the rights granted in this Agreement, and to perform fully all of your obligations in this Agreement;
  - ii. Your entering into this Agreement with the Company and your performance of the Services do not and will not conflict with or result in any breach or default under any other agreement to which you are subject;
  - iii. You have the required skill, experience, and qualifications to perform the Services, you shall perform the Services in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services, and you shall devote sufficient resources to ensure that the Services are performed in a timely and reliable manner;
  - iv. You shall perform the Services in compliance with all applicable federal, state, and local laws and regulations;
  - v. The Company will receive good and valid title to all Work Product, free and clear of all encumbrances and liens of any kind;
  - vi. All Work Product is and shall be your original work (except for material in the public domain or provided by the Company) and, to the best of your knowledge, do not and will not violate or infringe upon the intellectual property right or any other right whatsoever of any person, firm, corporation, or other entity.

Company \_\_\_\_\_

Independent Contractor \_\_\_\_\_

b. The Company represents and warrants to you that:

- i. It has the full right, power, and authority to enter into this Agreement and perform its obligations hereunder; and
- ii. The execution of this Agreement by its representative has been duly authorized by all necessary corporate action.

8. Indemnification.

a. You shall defend, indemnify, and hold harmless the Company and its affiliates and their officers, directors, employees, agents, successors, and assigns from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind (including reasonable attorneys' fees) arising out of or resulting from:

- i. Bodily injury, death of any person, or damage to real or tangible personal property resulting from your acts or omissions; and
- ii. Your breach of any representation, warranty, or obligation under this Agreement.

b. The Company may satisfy such indemnity (in whole or in part) by way of deduction from any payment due to you.

9. Insurance. During the Term, you shall maintain in force adequate workers' compensation, commercial general liability, errors and omissions, and other forms of insurance, in each case with insurers reasonably acceptable to the Company, with policy limits sufficient to protect and indemnify the Company and its affiliates, and each of their officers, directors, agents, employees, subsidiaries, partners, members, controlling persons, and successors and assigns, from any losses resulting from your conduct, acts, or omissions or the conduct, acts, or omissions of your agents, contractors, servants, or employees. The Company shall be listed as an additional insured under such policy, and you shall forward a certificate of insurance verifying such insurance, which certificate will indicate that such insurance policies may not be canceled before the expiration of a 30-business day notification period and that the Company will be immediately notified in writing of any such notice of termination.

10. Termination.

a. You or the Company may terminate this Agreement without cause upon five (5) calendar days' written notice to the other party to this Agreement. In the event of termination pursuant to this clause, the Company shall pay you on a pro-rata basis

Company \_\_\_\_\_

Independent Contractor \_\_\_\_\_



any Fees then due and payable for any Services completed, up to and including the date of such termination.

- b. You or the Company may terminate this Agreement, effective immediately upon written notice to the other party to this Agreement, if the other party breaches this Agreement.
  - c. Upon expiration or termination of this Agreement for any reason, or at any other time upon the Company's written request, you shall promptly:
    - i. Deliver to the Company all hardware, software, tools, equipment, or other materials provided for your use by the Company;
    - ii. Deliver to the Company all tangible documents and materials (and any copies) containing, reflecting, incorporating, or based on any of the Confidential Information;
    - iii. Permanently erase all of the Confidential Information from your computer and phone systems; and
    - iv. Certify in writing to the Company that you have complied with the requirements of this clause.
  - d. The terms and conditions of this clause and Section 4, Section 5, Section 6, Section 7, Section 8, Section 10(c), Section 11, Section 12, Section 13, Section 14, and Section 15 shall survive the expiration or termination of this Agreement.
11. Other Business Activities. You may be engaged or employed in any other business, trade, profession, or other activity while providing services to the Company, in which case you agree to abide by the terms of Section 6 and Section 7.
12. Non-Solicitation of Employees. You agree that during the Term and for a period of twenty-four (24) months following the termination or expiration of this Agreement, you will not disrupt or interfere with the business of the Company by directly or indirectly soliciting, recruiting, attempting to recruit, or raiding the employees of the Company, or otherwise inducing the termination of employment of any employee of the Company. You also agree and covenant not to use any of the Company's trade secrets and/or confidential information to directly or indirectly solicit the employees of the Company. For the purposes of this clause, a general advertisement or notice of a job listing or opening or other similar general publication of a job search or availability to fill employment positions, including on the internet, shall not be construed as a solicitation or inducement, and the hiring of any such employee who freely responds shall not be a breach of this clause.
13. Assignment. You shall not assign any rights, or delegate or subcontract any obligations,

Company \_\_\_\_\_

Independent Contractor \_\_\_\_\_

under this Agreement without the Company's prior written consent. Any assignment in violation of the foregoing shall be deemed null and void. The Company may freely assign its rights and obligations under this Agreement at any time. Subject to the limits on assignment stated above, this Agreement will inure to the benefit of, be binding on, and be enforceable against each of the Parties and their respective successors and assigns.

14. Governing Law, Jurisdiction, and Venue. This Agreement and all related documents including all schedules attached, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of California, without giving effect to any conflicts of laws provisions to the extent such principles or rules would require or permit the application of the laws of any other jurisdiction other than those of the State of California. Any action or proceeding by either of the Parties to enforce this Agreement shall be brought only in any state or federal court located in the State of California, County of Fresno. The Parties irrevocably submit to the exclusive jurisdiction of these courts and waive the defense of inconvenient forum to the maintenance of any action or proceeding in such venue.
15. Harassment, Discrimination and Retaliation Prevention. The Company is committed to providing a work environment free of sexual harassment or other harassment, abusive conduct, discrimination, and retaliation. In keeping with this objective, the Company maintains a strict policy prohibiting harassment and discrimination based on the following protected categories: race; color; ancestry, immigration status or national origin; independent contractor's possession of a driver's license issued under Vehicle Code Section 12801.9 (which authorizes licenses to individuals who cannot provide satisfactory proof of their presence in the US under federal law); gender; gender identity (meaning a person's identification as male, female, a gender different from the person's sex at birth, or transgender); gender expression (meaning a person's gender-related appearance or behavior, whether or not stereotypically associated with the person's sex at birth); gender transition; sex; sexual orientation including heterosexuality, homosexuality, and bisexuality; age (over 40); hairstyle; physical or mental disability, perceived disability or perceived potential disability; pregnancy or perceived pregnancy, childbirth, or medical condition related to pregnancy, childbirth, or breast feeding; religion (including religious belief, observance and practice and dress or grooming practices) or creed; marital status; registered domestic partner status; medical condition, including any cancer-related physical or mental health impairment from a diagnosis, record or history of cancer or a genetic characteristic; HIV/AIDS status; citizenship; military and veteran status; genetic information, including information about an individual's genetic tests, family members' genetic tests, family members' diseases or disorders, an individual's or family member's receipt of, or request for, genetic services, and participation by an individual or their family member in clinical research that includes genetic services; criminal conviction history; salary history; enrollment status in a public benefit program; political affiliation; status as a victim of domestic violence, sexual assault, or stalking; perceptions that any independent contractor has characteristics of any protected class; the independent contractors association with any person who has, or is perceived to have characteristics of any

Company \_\_\_\_\_

Independent Contractor \_\_\_\_\_

protected class; use of any protected time off; past engagement in protected activities or being related to someone who has engaged in such activities; as well as any other category protected by federal, state, or local law or ordinance or regulation.

The Company prohibits harassment, discrimination, and retaliation of any independent contractor because of the independent contractors association with individuals because the individual(s) are in a protected category listed above. The Company will not deny any independent contractor equal consideration on the basis that the individual sympathizes with, encourages or participates in groups organized for the protection or assertion of rights listed above.

The Company also prohibits retaliation against an individual who reports, files a complaint of, or otherwise opposes conduct he or she reasonably believes to be unlawful harassment, discrimination, or retaliation, or assists in the investigation of a complaint.

16. Sexual Harassment Policy. The Company strictly prohibits and does not tolerate sexual harassment against anyone (that is, interns, volunteers, clients, students, parents, applicants or independent contractors), by anyone, or third parties with whom you come into contact with because of sex which includes sexual harassment, gender harassment, and harassment based on pregnancy, childbirth, or related medical conditions and regardless of the harasser's sex or gender. Sexually harassing conduct need not be motivated by sexual desire. Sexual harassment is illegal and also against the Company's policy.

Sexual harassment means any harassment based on someone's sex, sexual orientation, or gender, as described in this policy. It includes harassment that is not sexual in nature (for example, offensive remarks about an individual's sex or gender), as well as any unwelcome sexual advances or requests for sexual favors or any other conduct of a sexual nature, when any of the following is true:

- Submission to the advance, request or conduct is made either explicitly or implicitly a term or condition of you maintaining your status as an independent contractor.
- Submission to or rejection of the advance, request or conduct is used as a basis for decisions regarding the services you perform for the Company.
- Such advances, requests or conduct have the purpose or effect of substantially or unreasonably interfering with your work performance by creating an intimidating, hostile or offensive work environment.

The Company will not tolerate any form of sexual harassment, regardless of whether it is:

- Verbal (for example, making or using epithets, derogatory or demeaning statements, slurs, sexually-related comments or jokes, suggestive or obscene letters, unwelcome sexual advances or requests for sexual favors, comments about any person's body or dress, or sexually degrading words to describe an individual).
- Physical (for example, assault, inappropriate physical contact or impeding or blocking movements).

Company \_\_\_\_\_

Independent Contractor \_\_\_\_\_

- Nonverbal or visual (for example, displaying sexually suggestive, offensive or demeaning posters cartoons, objects, pictures, posters, or drawings, sending inappropriate adult-themed gifts, leering or making sexual gestures).
- In person or electronic (for example, harassing someone through the use of a cell phone, e-mail, text messages, instant messages, mobile device applications, social media or networking sites).
- Unwanted sexual advances.
- Making or threatening reprisals after a negative response to sexual advances.
- Request for sexual favors.
- Retaliatory (for example, threatening retaliation or taking retaliatory action).

This list is illustrative only, and not exhaustive. No form of sexual harassment or conduct that could reasonably be perceived as sexual harassment will be tolerated. Harassing conduct does not need to be motivated by sexual desire and can involve males who sexually harass females or other males and females who sexually harass males or other females. The conduct can be severe or pervasive such that it alters the conditions of the complainant's working environment and creates an abusive working environment. Further, a single, unwelcomed act of harassment may be sufficiently severe so as to create a hostile work environment, as defined by law. Someone may experience sexual harassment even though the offensive conduct was not directed at the person alleging sexual harassment, regardless of the sex, gender, gender identity, gender expression, or sexual orientation of the perpetrator.

17. Miscellaneous.

- a. You shall not export, directly or indirectly, any technical data acquired from the Company, or any products utilizing any such data, to any country in violation of any applicable export laws or regulations.
- b. All notices, requests, consents, claims, demands, waivers, and other communications (each, a "Notice") shall be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with this Section). All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), facsimile or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only if (a) the receiving party has received the Notice, and (b) the party giving the Notice has complied with the requirements of this Section.
- c. This Agreement, together with any other documents incorporated by reference and

Company \_\_\_\_\_

Independent Contractor \_\_\_\_\_

related exhibits and schedules, including, but not limited to, the attached Independent Contractor Confidentiality and Proprietary Rights Agreement, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

- d. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party, and any of the terms thereof may be waived, only by a written document signed by each party to this Agreement or, in the case of waiver, by the party or parties waiving compliance.
- e. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- f. This Agreement may be executed in multiple counterparts and by facsimile signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

If this letter accurately sets forth our understanding, kindly execute the enclosed copy of this letter and return it to the undersigned.

Very truly yours,

\_\_\_\_\_  
Quick Transportation, Inc.  
By: Kristopher Lloyd Quick  
Its: Chief Executive Officer

ACCEPTED AND AGREED  
[INDEPENDENT CONTRACTOR'S NAME]

\_\_\_\_\_  
Signature

Company \_\_\_\_\_

Independent Contractor \_\_\_\_\_

[INDEPENDENT CONTRACTOR NAME]

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**SCHEDULE 1**

1. SERVICES: [DETAILED DESCRIPTION OF SERVICES]

Company \_\_\_\_\_

Independent Contractor \_\_\_\_\_

## **Independent Contractor Confidentiality and Proprietary Rights Agreement**

This Independent Contractor Confidentiality and Proprietary Rights Agreement ("**Agreement**") is entered into by and between Quick Transportation, Inc., a California corporation (the "**Company**"), and \_\_\_\_\_ (the "**Independent Contractor**") (the Company and the Independent Contractor are collectively referred to herein as the "**Parties**") as of \_\_\_\_\_, 20\_\_\_\_ (the "**Effective Date**").

In consideration of the Independent Contractor's business relationship with the Company, which the Independent Contractor acknowledges to be good and valuable consideration for Independent Contractor's obligations hereunder, the Company and the Independent Contractor hereby agree as follows:

### **1. Confidentiality and Security.**

(a) Confidential Information. The Independent Contractor understands and acknowledges that during the business relationship with the Company, Independent Contractor will have access to and learn about confidential, secret and proprietary documents, materials, data, and other information, in tangible and intangible form, of and relating to the Company and its businesses and existing and prospective bin locations, customers, suppliers, investors and other associated third parties ("**Confidential Information**"). The Independent Contractor further understands and acknowledges that this Confidential Information and the Company's ability to reserve it for the exclusive knowledge and use of the Company is of great competitive importance and commercial value to the Company, and that improper use or disclosure of the Confidential Information by the Independent Contractor might cause the Company to incur financial costs, loss of business advantage, liability under confidentiality agreements with third parties, civil damages and criminal penalties.

For purposes of this Agreement, Confidential Information includes, but is not limited to, all information not generally known to the public, in spoken, printed, electronic or any other form or medium, relating directly or indirectly to: donation bin locations, business processes, practices, methods, policies, plans, publications, documents, research, operations, services, strategies, techniques, agreements, contracts, terms of agreements, transactions, potential transactions, negotiations, pending negotiations, know-how, trade secrets, computer programs, computer software, applications, operating systems, software design, web design, work-in-process, databases, device configurations, embedded data, compilations, metadata technologies, manuals, records, articles, systems, material, sources of material, supplier information, vendor information, financial information, results, accounting information, accounting records, legal information, marketing information, advertising information, pricing information, credit information, design information, payroll information, staffing information, personnel information, Independent Contractor lists, supplier lists, vendor lists, developments, reports, internal controls, security procedures, graphics, drawings, sketches, market studies, sales information, revenue, costs, formulae, notes, communications, algorithms, product plans, designs, styles, models, ideas, audiovisual

programs, inventions, unpublished patent applications, original works of authorship, discoveries, experimental processes, experimental results, specifications, customer information, customer lists, client information, client lists, manufacturing information, factory lists, distributor lists, and buyer lists of the Company or its businesses or any existing or prospective customer, supplier, investor or other associated third party, or of any other person or entity that has entrusted information to the Company in confidence.

The Independent Contractor understands that the above list is not exhaustive, and that Confidential Information also includes other information that is marked or otherwise identified as confidential or proprietary, or that would otherwise appear to a reasonable person to be confidential or proprietary in the context and circumstances in which the information is known or used.

The Independent Contractor understands and agrees that Confidential Information developed by Independent Contractor in the course of Independent Contractor's business relationship with the Company shall be subject to the terms and conditions of this Agreement as if the Company furnished the same Confidential Information to the Independent Contractor in the first instance. Confidential Information shall not include information that is generally available to and known by the public at the time of disclosure to the Independent Contractor, provided that such disclosure is through no direct or indirect fault of the Independent Contractor or person(s) acting on the Independent Contractor's behalf.

(b) Disclosure and Use Restrictions. The Independent Contractor agrees and covenants:

(i) Independent Contractor covenants:

(A) to treat all Confidential Information as strictly confidential;

(B) not to directly or indirectly disclose, publish, communicate, or make available Confidential Information, or allow it to be disclosed, published, communicated or made available, in whole or part, to any entity or person whatsoever; and

(C) not to access or use any Confidential Information, and not to copy any documents, records, files, media, or other resources containing any Confidential Information, or remove any such documents, records, files, media, or other resources from the premises or control of the Company. Independent Contractor understands and acknowledges that the Independent Contractor's obligations under this Agreement regarding any particular Confidential Information begin immediately and shall continue during and after the Independent Contractor's business relationship with the Company until the Confidential Information has become public knowledge other than as a result of the Independent Contractor's breach of this Agreement or a breach by those acting in concert with the Independent Contractor or on the Independent Contractor's behalf.



(ii) Permitted disclosures. Nothing in this Agreement shall be construed to prevent disclosure of Confidential Information as may be required by applicable law or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that the disclosure does not exceed the extent of disclosure required by such law, regulation, or order. The Independent Contractor shall promptly provide written notice of any such order to an authorized officer of the Company.

(iii) Nothing in this Agreement prohibits or restricts the Independent Contractor (or Independent Contractor's attorney) from initiating communications directly with, responding to an inquiry from, or providing testimony before the Securities and Exchange Commission (“SEC”), the Financial Industry Regulatory Authority (“FINRA”), any other self-regulatory organization, or any other federal or state regulatory authority regarding a possible securities law violation.

(iv) Nothing in this Agreement in any way prohibits or is intended to restrict or impede the Independent Contractor from discussing the terms and conditions of the Independent Contractor business relationship with coworkers or union representatives/exercising protected rights under Section 7 of the National Labor Relations Act/exercising protected rights to the extent that such rights cannot be waived by agreement, or otherwise disclosing information as permitted by law.

(v) Notice of Immunity Under the Economic Espionage Act of 1996, as amended by the Defend Trade Secrets Act of 2016. Notwithstanding any other provision of this Agreement:

(A) This Independent Contractor will not be held criminally or civilly liable under any federal or state trade secret law for any disclosure of a trade secret that is made: (1) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney and solely for the purpose of reporting or investigating a suspected violation of law; or (2) in a complaint or other document that is filed under seal in a lawsuit or other proceeding.

(B) If the Independent Contractor files a lawsuit for retaliation by the Company for reporting a suspected violation of law, the Independent Contractor may disclose the Company's trade secrets to the Independent Contractor's attorney and use the trade secret information in the court proceeding if the Independent Contractor (1) files any document containing the trade secret under seal; and (2) does not disclose the trade secret, except pursuant to court order.

(c) Duration of Confidentiality Obligations. The Independent Contractor understands and acknowledges that Independent Contractor obligations under this Agreement with regard to any particular Confidential Information shall commence immediately upon the Independent Contractor first having access to such Confidential

Information (whether before or after Independent Contractor begins its business relationship with the Company) and shall continue during and after Independent Contractor's business relationship with the Company until such time as such Confidential Information has become public knowledge other than as a result of the Independent Contractor's breach of this Agreement or breach by those acting in concert with the Independent Contractor or on the Independent Contractor's behalf.

2. Proprietary Rights.

(a) **Work Product.** The Independent Contractor acknowledges and agrees that, subject to Section 2(c), all writings, works of authorship, technology, inventions, discoveries, ideas, and other work product of any nature whatsoever, that are created, prepared, produced, authored, edited, amended, conceived, or reduced to practice by the Independent Contractor individually or jointly with others during the period of Independent Contractor's business relationship with the Company and relating in any way to the business or contemplated business, research, or development of the Company and all printed, physical, and electronic copies, all improvements, rights, and claims related to the foregoing, and other tangible embodiments thereof (collectively, "**Work Product**"), as well as any and all rights in and to copyrights, trade secrets, trademarks (and related goodwill), mask works, patents, and other intellectual property rights therein arising in any jurisdiction throughout the world and all related rights of priority under international conventions with respect thereto, including all pending and future applications and registrations therefor, and continuations, divisions, continuations-in-part, reissues, extensions, and renewals thereof (collectively, "**Intellectual Property Rights**"), shall be the sole and exclusive property of the Company.

For purposes of this Agreement, Work Product includes, but is not limited to, Company information, including plans, publications, research, strategies, techniques, agreements, documents, contracts, terms of agreements, negotiations, know-how, computer programs, computer applications, software design, web design, work in process, databases, manuals, results, developments, reports, graphics, drawings, sketches, market studies, formulae, notes, communications, algorithms, product plans, product designs, styles, models, audiovisual programs, inventions, unpublished patent applications, original works of authorship, discoveries, experimental processes, experimental results, specifications, customer information, client information, customer lists, client lists, manufacturing information, marketing information, advertising information, and sales information.

(b) **Work Made for Hire; Assignment.** The Independent Contractor acknowledges that, by reason of its business relationship with the Company at the relevant times, to the extent permitted by law, all of the Work Product consisting of copyrightable subject matter is "work made for hire" as defined in the Copyright Act of 1976 (17 U.S.C. § 101), and such copyrights are therefore owned by the Company. To the extent that the foregoing does not apply, subject to Section 2(c), the Independent Contractor hereby irrevocably assigns to the Company, for no additional consideration, the Independent Contractor's entire right, title, and interest in and to all Work Product and Intellectual Property Rights therein, including the right to sue, counterclaim, and recover

for all past, present, and future infringement, misappropriation, or dilution thereof, and all rights corresponding thereto throughout the world. Nothing contained in this Agreement shall be construed to reduce or limit the Company's rights, title, or interest in any Work Product or Intellectual Property Rights so as to be less in any respect than that the Company would have had in the absence of this Agreement.

(c) California Statutory Limitation on Assignment. The Independent Contractor understands and acknowledges that Work Product does not include, and any provision in this Agreement requiring the Independent Contractor to assign (or otherwise providing for ownership by the Company of) rights to an invention does not apply to, any invention that qualifies fully under the provisions of California Labor Code Section 2870, including any idea or invention that is developed entirely on the Independent Contractor's own time without using the Company's equipment, supplies, facilities or trade secret information, and that does not either (i) relate to the Company's business, or actual or demonstrably anticipated research or development of the Company or (ii) result from any work performed by the Independent Contractor for the Company.

(d) Further Assurances; Power of Attorney. During and after Independent Contractor's business relationship with the Company, the Independent Contractor agrees to reasonably cooperate with the Company to (i) apply for, obtain, perfect, and transfer to the Company the Work Product and Intellectual Property Rights in the Work Product in any jurisdiction in the world; and (ii) maintain, protect, and enforce the same, including, without limitation, executing and delivering to the Company any and all applications, oaths, declarations, affidavits, waivers, assignments, and other documents and instruments as shall be requested by the Company.

The Independent Contractor hereby irrevocably grants the Company power of attorney to execute and deliver any such documents on the Independent Contractor's behalf in Independent Contractor name and to do all other lawfully permitted acts to transfer the Work Product to the Company and further the transfer, issuance, prosecution and maintenance of all Intellectual Property Rights therein, to the full extent permitted by law, if the Independent Contractor does not promptly cooperate with the Company's request (without limiting the rights the Company shall have in such circumstances by operation of law). The power of attorney is coupled with an interest and shall not be impacted by the Independent Contractor's subsequent incapacity.

(e) Moral Rights. To the extent any copyrights are assigned under this Agreement, the Independent Contractor hereby irrevocably waives, to the extent permitted by applicable law, any and all claims the Independent Contractor may now or hereafter have in any jurisdiction to all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as "moral rights" with respect to all Work Product and Intellectual Property Rights therein.

(f) No License. The Independent Contractor understands that this Agreement does not, and shall not be construed to, grant the Independent Contractor any license or right of any nature with respect to any Work Product or Intellectual Property Rights or

any Confidential Information, materials, software or other tools made available to Independent Contractor by the Company.

3. Security.

(a) Security and Access. The Independent Contractor agrees and covenants (i) to comply with all Company security policies and procedures as in force from time to time including without limitation those regarding computer equipment, telephone systems, voicemail systems, facilities access, monitoring, key cards, access codes, Company intranet, internet, social media and instant messaging systems, computer systems, email systems, computer networks, document storage systems, software, data security, encryption, firewalls, passwords and any and all other Company facilities, IT resources, and communication technologies ("**Facilities and Information Technology and Access Resources**"); (ii) not to access or use any Facilities and Information Technology and Access Resources except as authorized by Company; and (iii) not to access or use any Facilities and Information Technology and Access Resources in any manner after the termination of the Independent Contractor's business relationship with the Company, whether termination is voluntary or involuntary. The Independent Contractor agrees to notify the Company promptly in the event Independent Contractor learns of any violation of the foregoing by others, or of any other misappropriation or unauthorized access, use, reproduction or reverse engineering of, or tampering with any Facilities and Information Technology and Access Resources or other Company property or materials by others.

(b) Exit Obligations. Upon (i) voluntary or involuntary termination of the Independent Contractor's business relationship with the Company or (ii) the Company's request at any time during the Independent Contractor's business relationship with the Company, the Independent Contractor shall (A) provide or return to the Company any and all Company property, including keys, key cards, access cards, identification cards, security devices, Company credit cards, network access devices, computers, cell phones, smartphones, PDAs, pager, equipment, speakers, webcams, manuals, reports, files, books, compilations, work product, email messages, recordings, tapes, disks, thumb drives, or other removable information storage devices, hard drives, negatives, and data and all Company documents and materials belonging to the Company and stored in any fashion, including but not limited to those that constitute or contain any Confidential Information or Work Product, that are in the possession or control of the Independent Contractor, whether they were provided to the Independent Contractor by the Company or any of its business associates or created by the Independent Contractor in connection with Independent Contractor's business relationship with the Company; and (B) delete or destroy all copies of any such documents and materials not returned to the Company that remain in the Independent Contractor's possession or control, including those stored on any non-Company devices, networks, storage locations and media in the Independent Contractor's possession or control.

4. Publicity. Independent Contractor hereby consents to any and all uses and displays, by the Company and its agents, of the Independent Contractor's name, voice, likeness, image, appearance, and biographical information in, on or in connection with any pictures,

photographs, audio and video recordings, digital images, websites, television programs and advertising, other advertising, sales, and marketing brochures, books, magazines, other publications, CDs, DVDs, tapes, and all other printed and electronic forms and media throughout the world, at any time during or after the period of Independent Contractor's business relationship with the Company, for all legitimate business purposes of the Company ("**Permitted Uses**"). Independent Contractor hereby forever releases the Company and its directors, officers, Independent Contractors, and agents from any and all claims, actions, damages, losses, costs, expenses, and liability of any kind, arising under any legal or equitable theory whatsoever at any time during or after the period of Independent Contractor's business relationship with the Company, in connection with any Permitted Use.

5. **Non-Disparagement.** The Independent Contractor agrees and covenants that Independent Contractor will not at any time make, publish or communicate to any person or entity or in any public forum any defamatory or disparaging remarks, comments, or statements concerning the Company's products or services, and existing and prospective customers, suppliers, investors, and other associated third parties, or make any maliciously false statements about the Company's Independent Contractors and officers.

6. **Acknowledgment.** The Independent Contractor acknowledges and agrees that the services to be rendered by Independent Contractor to the Company are of a special and unique character; that the Independent Contractor will obtain knowledge and skill relevant to the Company's industry, methods of doing business and marketing strategies by virtue of the Independent Contractor's business relationship with the Company; and that the terms and conditions of this Agreement are reasonable under these circumstances. The Independent Contractor further acknowledges that the amount of Independent Contractor compensation reflects, in part, Independent Contractor obligations and the Company's rights under this Agreement; that Independent Contractor has no expectation of any additional compensation, royalties or other payment of any kind not otherwise referenced herein in connection herewith; that Independent Contractor will not be subject to undue hardship by reason of Independent Contractor full compliance with the terms and conditions of this Agreement or the Company's enforcement thereof; and that this Agreement is not a contract of employment and shall not be construed as a commitment by either of the Parties to enter into an employment relationship for any certain period of time.

7. **Remedies.** The Independent Contractor acknowledges that the Company's Confidential Information and the Company's ability to reserve it for the exclusive knowledge and use of the Company is of great competitive importance and commercial value to the Company, and that improper use or disclosure of the Confidential Information by the Independent Contractor will cause irreparable harm to the Company, for which remedies at law will not be adequate. In the event of a breach or threatened breach by the Independent Contractor of any of the provisions of this Agreement, the Independent Contractor hereby consents and agrees that the Company shall be entitled to seek, in addition to other available remedies, a temporary or permanent injunction or other equitable relief against such breach or threatened breach from any court of competent jurisdiction, without the necessity of showing any actual damages or that monetary damages would not afford an adequate remedy, and without the necessity of posting any bond or other security. The aforementioned equitable relief

shall be in addition to, not in lieu of, legal remedies, monetary damages or other available forms of relief.

8. Successors and Assigns.

(a) Assignment by the Company. The Company may assign this Agreement to any subsidiary or corporate affiliate, or to any successor or assign (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of the Company. This Agreement shall inure to the benefit of the Company and permitted successors and assigns.

(b) No Assignment by the Independent Contractor. The Independent Contractor may not assign this Agreement or any part hereof. Any purported assignment by the Independent Contractor shall be null and void from the initial date of purported assignment.

9. Governing Law; Jurisdiction, and Venue. This Agreement, for all purposes, shall be construed in accordance with the laws of California without regard to conflicts-of-law principles. Any action or proceeding by either Party to enforce this Agreement shall be brought only in any state or federal court located in the state of California, county of Fresno. The Parties hereby irrevocably submit to the exclusive jurisdiction of such courts and waive the defense of inconvenient forum to the maintenance of any such action or proceeding in such venue.

10. Entire Agreement. Unless specifically provided herein, this Agreement contains all the understandings and representations between the Independent Contractor and the Company pertaining to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

11. Modification and Waiver. No provision of this Agreement may be amended or modified unless such amendment or modification is agreed to in writing and signed by the Independent Contractor and by a duly authorized officer of the Company (other than the Independent Contractor). No waiver by either of the Parties of any breach by the other party hereto of any condition or provision of this Agreement to be performed by the other party hereto shall be deemed a waiver of any similar or dissimilar provision or condition at the same or any prior or subsequent time, nor shall the failure of or delay by either of the Parties in exercising any right, power or privilege hereunder operate as a waiver thereof to preclude any other or further exercise thereof or the exercise of any other such right, power or privilege.

12. Severability. Should any provision of this Agreement be held by a court of competent jurisdiction to be enforceable only if modified, or if any portion of this Agreement shall be held as unenforceable and thus stricken, such holding shall not affect the validity of the remainder of this Agreement, the balance of which shall continue to be binding upon the Parties with any such modification to become a part hereof and treated as though originally set forth in this Agreement. The Parties further agree that any such court is expressly authorized to modify any such unenforceable provision of this Agreement in lieu of severing such unenforceable provision from this Agreement in its entirety, whether by rewriting the offending provision,

deleting any or all of the offending provision, by adding additional language to this Agreement or by making such other modifications as it deems warranted to carry out the intent and agreement of the Parties as embodied herein to the maximum extent permitted by law. The Parties expressly agree that this Agreement as so modified by the court shall be binding upon and enforceable against each of them. In any event, should one or more of the provisions of this Agreement be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and if such provision or provisions are not modified as provided above, this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had not been set forth herein.

13. Captions. Captions and headings of the sections and paragraphs of this Agreement are intended solely for convenience and no provision of this Agreement is to be construed by reference to the caption or heading of any section or paragraph.

14. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart's signature page of this Agreement by facsimile, email in portable document format (.pdf), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document has the same effect as delivery of an executed original of this Agreement.

**[SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the Effective Date above.

**“COMPANY”**

QUICK TRANSPORTATION, INC., a  
California corporation

---

By: Kristopher Lloyd Quick  
Its: Chief Executive Officer

**INDEPENDENT CONTRACTOR:**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_



**Quick Transportation Inc.**

5860 S Cedar Ave

Fresno, CA 93725

559-803-2252

team@quicktransinc.com

**Subject: Understanding and Completing California Lien Waiver Forms**

Dear Subhauler,

As part of our compliance with state regulations and internal payment procedures, Quick Transportation Inc. requires the completion of California lien waiver forms when issuing payment for work performed. These forms are an important part of construction payment workflows and help protect all parties by clearly documenting the release of lien rights in exchange for payment.

Below is a brief explanation of the four standard lien waiver forms recognized by the State of California:

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**1. Conditional Waiver and Release Upon Progress Payment**

This form is used **before you receive a progress payment**. It conditionally waives your right to file a lien, stop notice, or bond claim **only if** the payment is actually received and processed.

☒ Use when payment is pending but not yet cleared.

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**2. Unconditional Waiver and Release Upon Progress Payment**

This form is used **after you have received and cleared** a progress payment. It confirms that payment has been received and waives your right to place a lien for the amount covered.

☒ Use once funds are deposited and confirmed.

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**3. Conditional Waiver and Release Upon Final Payment**

Used **prior to receiving your final payment** on a job. It conditionally waives all remaining lien rights **only if** the final payment is made.

☒ Use when final payment is on its way, but not yet received.

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#### 4. Unconditional Waiver and Release Upon Final Payment

Used **after the final payment has been received and cleared**. It permanently waives your right to file a lien or make any further claim regarding payment for the project.

☒ Use only when all work is complete and final funds are in hand.

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#### Quick Transportation Inc. Policy

If Quick Transportation issues a lien waiver for you to complete, it is **required** that you fill out, sign, and return it in a timely manner. These documents are critical to ensure that we can meet our own project payment and compliance obligations.

Please note:

- Forms must be completed accurately, reflecting the correct payment amounts, invoice references, and project details.
- Delays in returning a requested waiver form may result in a delay in processing your payment.

If you are unfamiliar with these forms or have any questions about which one applies to your payment, please don't hesitate to reach out. We are happy to walk you through the process to ensure everything is handled correctly.

Thank you for your attention to this matter and for your continued partnership.

Sincerely,

**Kristopher Quick**

President & CEO

Quick Transportation Inc.

Initial: \_\_\_\_\_

## Client-Specific Badging Requirements

In order to access certain jobsites and/or administrative offices maintained by one of Quick Transportation Inc.'s major clients, **all personnel—including Quick Transportation employees, subhaulers, and subhauler employees—must carry three separate badges** at all times while on any of this client's sites.

### Badge Requirements

#### 1. Primary Access Badge

- **Issued by:** Client
- **Cost:** *No charge* (first badge only)
- **Purpose:** General identification and initial jobsite access

#### 2. Security Clearance Badge

- **Issued by:** eRail
- **Cost:** \$52.00
- **Purpose:** Allows access through secure zones on designated jobsites

#### 3. BNSF Safety Credential Badge

- **Issued by:** BNSF Certification Provider
- **Cost:** \$50.00
- **Purpose:** Confirms completion of BNSF-required safety training

### Payment Responsibility

- For **direct employees of Quick Transportation Inc.**, all badging costs are covered by the company.
- For **subhaulers and their employees**, badging fees will be handled in one of the following ways:

- You may **pay Quick Transportation directly** in advance for each badge issued, **or**
- Quick Transportation will **cover the initial cost** and **deduct the total amount from your first settlement**, as agreed upon in advance.

### Badge Usage & Replacement

- All three badges **must be worn at all times** while on this client's jobsites—this applies to **both Quick Transportation employees and all subhauler personnel**.
- In the event a badge is lost, a replacement may be issued by contacting Quick Transportation Inc. Replacement fees will apply at the **full original cost** of the badge(s).

By signing below, you acknowledge and agree to the above terms regarding client-specific badging requirements and responsibilities.

\_\_\_\_\_  
Company Name: \_\_\_\_\_  
Authorized Representative Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_



## Badge Return Policy

As part of our operational requirements, Quick Transportation Inc. may obtain and issue access badges or identification credentials to subhaulers and/or their employees in order to fulfill jobsite security protocols, project access requirements, or compliance mandates set by certain clients.

All badges issued by Quick Transportation Inc.—whether obtained directly or on behalf of a client—remain the property of Quick Transportation Inc. and must be returned promptly under the following conditions:

- **Upon completion of a project**, if the badge is no longer required
- **Upon termination or expiration** of the subcontractor's relationship with Quick Transportation Inc.
- **Upon request** by Quick Transportation Inc. at any time

Badges issued through Quick Transportation are non-replaceable once the business relationship has ended. Therefore, **failure to return all issued badges within five (5) business days of the conclusion of the working relationship will result in the withholding of the subhauler's final payment** until full compliance with this policy is met.

By signing below, the subhauler acknowledges and agrees to this policy as a condition of doing business with Quick Transportation Inc.

**Company Name:** \_\_\_\_\_  
**Authorized Representative Name:** \_\_\_\_\_  
**Signature:** \_\_\_\_\_  
**Date:** \_\_\_\_\_