**General Employment Agreement**

This Employment Agreement (“Agreement”) is made effective as of this August 24, 2020, by and between Tri-Bros

Transportation, LLC ("Company”), of 221 Washington St., Binghamton, NY 13901 and Ray Decker (“Applicant”) for

Tri-Bros Transportation, LLC, with corporate offices operating in The State of New York.

1. The Company is engaged in the business of trucking and freight transportation. Primary job responsibilities

include any and all necessary office work, including but not limited to dispatching trucks, finding

shipments,acquiring additional clientele, or general office work as required by the supervisory staff of the

Company. Applicant agrees to perform the job duties to the best of their abilities, and advise their supervisor

if they are unable to comply with any requests.

2. Tri-Bros Transportation, LLC desires to have the services of Applicant.

3. By signing below, Applicant agrees to perform all duties assigned by the Company and is willing to be

employed by the Company, as well as make a diligent effort to comply with all policies in effect.

**Therefore, the parties agree as follows:**

1. **EMPLOYMENT:** The Company shall employ Applicant as a general office employee (“Employee”).

Employee accepts and agrees to such employment, and agrees to be subject to the general supervision,

advice and direction of the Company and the Company's supervisory personnel. Employee shall also

perform (i) such other duties as are customarily performed by an employee in a similar position, and (ii) any

number of unrelated services and duties as may be assigned to Employee from time to time by the

Company.

2. **BEST EFFORTS OF EMPLOYEE:** Employee agrees to perform faithfully, diligently, and to the best of

Employee’s ability, experience, and talents, all of the duties that may be required by the express and implicit

terms of this Agreement, to the reasonable satisfaction of the Company Such duties may and shall be

provided at such place(s) as the needs, business, or opportunities of the Company may require from time to

time. Employee acknowledges that two weeks advance notice will be given to the management team of the

Company for any extended vacation time requested. The Company acknowledges that Employees may

become ill during the duration of this Agreement. Employee acknowledges that two hours advance notice to

their direct supervisor is required before the assigned start of their shift. Should Employee be out for more

than two days at a time due to direct cause of illness, a doctor’s note signifying the safe return to work will

be required. The Company may also require a doctor's note if, in the sole discretion of one of the Company's

managers, sick leave becomes excessive, even if these sick days are less than two days at a time. Employee

agrees that they have resigned their position if Employee fails to appear for work without first providing

notice for three consecutive days.

3. **COMPANY EQUIPMENT:** Equipment will be given to Employee in proper condition for proper use such

as a computer, calculator and internet telephone. The amount of equipment will be provided in the estimated

exact amount for Employee to perform their assigned duties. Employee shall advise the Company if given

equipment is unusable by designated standards. Employee may elect to use any additional equipment to

perform assigned duties at any time. However, such additional equipment used to perform duties must be

removed if (i) it causes a nuisance to the work environment or (ii) is requested to be removed by the

supervisory staff. The Company will not be responsible for any personal belongings or items brought to the

office. Employee will be responsible to repair or replace any damaged equipment (company equipment) if it

is deemed unable to be of further use to the Company after any damage occurs by gross negligence. The

theft,carelessness or misuse of any company equipment is unacceptable, and disciplinary action including

but not limited to money penalties placed, termination of employment or pursuit of legal action may be

required as is necessary on a case-by-case basis. Any monies owed to the Company will first be deducted in

sequence from any bonuses or commissions earned, then hourly wages, and if necessary, settlement by a

third-party agency or a court of law including but not limited to liens placed on personal properties. The

deduction will not bring your wages to less then minimum wage.

4. **EMPLOYEE CHECK-IN:** Employee must sign in to their desk when arriving, leaving or going on a break

using the current method of check-in. Under any situation where you will be unable to make your assigned

time of work, it is your requirement to advise your supervisor as well as a member of upper management at

the earliest available moment.

5. **RETAINER OF CONTACT INFORMATION:** In compliance with other sections in this agreement, it is

the sole responsibility of the employee to obtain personal cell phone numbers of at least two members of

your direct management team. Following the requirement of Section 4, it is the employee’s responsibility to

contact (preferably by text message) at least two members of the management team to be viewed and

considered as suitable notice to satisfy our no-call/no-show policy.

6. **EMPLOYEE EXPENSE REIMBURSEMENT:** The Company will reimburse Employee for "out-ofpocket"

expenses that may be required for their employment with the Company. Prior written authorization

from management is required before incurring any purchase or expense on the Company's behalf.

7. **DRUG-FREE WORKPLACE:** The Company, actively maintains a Drug Free Workplace Policy requiring

all employees to report to work in a substance free condition. Employee accepts any and all consequences of

violating this policy, including any obligations under the Drug Free Workplace Act. If unclear with this law,

please ask your supervisor. The Employee understands that if injured on the job, and or refusal to be tested

or test positive for drugs or alcohol while on any duty assigned by the Company,Employee will forfeit

eligibility for all Worker’s Compensation Medical and Indemnity benefits, as well as an opportunity to

receive Unemployment Benefits. Employee accepts that as a condition of initial and or continued

employment, a routine, scheduled or immediately informed drug and alcohol testing will take place. This

test will be administered by a licensed facility as designed by the Company, and may take place using any

and all processes as designated by such institution. Employee furthermore consents to have such institution

forward any and all findings to the designated office of the Company’s Human Resources Department.

Employee should be aware that they are legally authorized to receive a copy of such finding, and may be

requested upon written request. Any results from such institution will not be released to any additional

parties without explicit written authorization; however, the Company, its agents, assignee's and partner

institutions may use such information freely and have access to such test results as well as disclose such

results to its attorney in connection with Workers’ Compensation proceedings, and may use the test results

when relevant to its defense in a court of law or other civil & administrative purposes.

8. **COMPUTER USE POLICY:** Employee recognizes a need to use a computer to perform assigned

duties.Employee agrees to use computer using a diligent and professional manner and to refrain from

visiting any site which may contain viruses or any site that will destabilize the company’s computer

network. Employee furthermore agrees to refrain from visiting any website which may depict pornography,

racism, sexism, may contain information which would be deemed offensive, or is restricted by state or

national law. An email account may be assigned to Employee for business purposes. Such an email address

must be used solely for business purposes, unless explicitly allowed with written authorization from a

supervisor. Employee agrees absolute approval of any additional stipulations that may be placed for

computer usage, as will be advised by a supervisor from time-to-time.

9. **24/7 CONTACT POLICY:** The Company requires all employees to have a way of being contacted 24

hours a day, 7 days a week, in case an incident arises. Such contact shall remain in a constant usable manner

at all times. The Company will not be responsible for such an expense, nor any additional expenses incurred

for any additional service such as Internet connection or text messaging. Under any situation where

Employee will not have available service or contact point at any required time, and service is not attained

within any 2 hour consecutive time-period, employee will make any and all reasonable efforts to contact the

Company's office by any means available.

10. **CODE OF CONDUCT:** The management and owners of the Company are committed to providing an

organizational structure and working environment that is based on compliance with the law and is

concurrent with the highest level of ethical conduct, taking into account such factors as integrity and

openness, sustainability, entrepreneurial spirit and teamwork support. The management will assure their

support of the legal and ethical conduct requirements set forth by communicating its compliance to the

company's employees. This communication will be handled on a case-by-case basis as is deemed

necessary.Any complaints or violation of any part of this code of ethics should be forwarded to your

supervisor as early as possible and will be reported to the management. The management will take steps to

readdress such issues,and disciplinary actions may be taken on a case-by-case basis to ensure the best

working environment possible.

11. **CONFLICT OF INTEREST:** Every employee shall avoid situations where private interest interferes in

anyway with the Company's interests and disclose the facts to his or her assigned supervisor. Employee

further recognizes that any business entertainment and gifts given or received are meant to create goodwill

and sound working relationships, not to gain unfair advantages. Gifts are not authorized to be given to any

person who can influence your position in the Company. Furthermore, gifts are not able to be accepted by

any individual or entity that shall become benefited by any action of the individual receiving a gift.

12. **RECOMMENDATIONS FOR IMPROVING OPERATIONS:** Employee(s) are encouraged to provide

the Company with all information, suggestions, and recommendations regarding the Company’s manner of

business, of which an Employee has knowledge that will be of benefit to the Company. Such

recommendations will not hinder your employment at the Company.

13. **CONFIDENTIALITY & UNAUTHORIZED DISCLOSURE OF INFORMATION:** Employee

recognizes that the Company owns unique and valuable information including, but not limited to: Trade

secrets, Copyrights, Customer lists, Business affairs, Future plans and other vital information which is

valuable, special and/or unique assets of the Company. Employee agrees that they will not at any time or in

any manner, either directly or indirectly, divulge, disclose, or communicate any Information to any third

party without the prior written consent of the Company.Employee will protect the Information and treat it as

strictly confidential. Any violation by Employee of this paragraph shall be a material violation of this

Agreement and will justify legal and equitable relief. If it appears that Employee has disclosed (or has

threatened to disclose) information in violation of this Agreement, the Company shall be entitled to an

injunction to restrain Employee from disclosing, in whole or in part, such information, or from providing

any services to any party to whom such Information has been disclosed or may be disclosed. The Company

shall not be prohibited by this provision from pursuing other remedies, including a claim or legal action for

foreseen, imminent or incurred losses and damages.

14. **NON-COMPETE AGREEMENT:** Employee recognizes that the various items of Information are special

and unique assets of the company and need to be protected from improper disclosure. In consideration of the

disclosure of the Information to employee, employee agrees and covenants that for a period of at least one

year following the termination of this Agreement, whether such termination is voluntary or

involuntary,employee will not directly or indirectly engage in any business competitive with the Company.

This covenant shall apply to the geographical area within 50 miles of the location of this business and all

customers in this area. You shall not directly or indirectly engage in any competitive business including, but

not limited to: (i)engaging in a business as owner, partner, or agent, (ii) becoming an employee of any third

party that is engaged in such business, (iii) becoming financially interested directly or indirectly in any such

business, or (iv)soliciting any customer, regardless of distance of the Company for the benefit of a third

party that is engaged in such business. Employee agrees that this non-compete provision will not adversely

affect Employee's livelihood, motivation or full engaged effort of providing service to the Company.

15. **EMPLOYEE'S INABILITY TO CONTRACT FOR EMPLOYER:** Employee shall not have the right to

make any contracts or commitments for or on behalf of the Company without first obtaining the express

written consent of the Company’s supervisory staff. The contracting that will be vital for your employment,

or contracting pertaining to any “management” issue, must first go through upper management before

submission.

16. **TERM/TERMINATION:** Applicant’s employment under this Agreement shall be for an unspecified term

on an "at will" basis. This Agreement may be terminated by the Company upon immediate written notice,

And by Applicant’s election upon 14 days written notice. Employee agrees that they have resigned their

position if Employee fails to appear for work without first providing notice for three consecutive days. If

Employee is in violation of any stipulation under this Agreement, the Company may terminate employment

without notice and with compensation to Employee only to the date of such termination. The compensation

paid under this Agreement shall be Employee’s exclusive remedy of release. If Employee is terminated due

to a breach of this Agreement, Employee will not be eligible for any bonuses or compensation above the

remainder of salary or hourly wages. Termination of employment does not constitute termination of other

provisions in this Agreement.

17. **WAGES, COMMISSIONS & BONUSES:** Employee understands that the Company will make a best

effort to ensure Employee can work throughout scheduled shift. From time-to-time, weather, third-party

services, force majure events & other situations outside the control of the Company will impair the proper

daily operation of the Company. Employee understands that regularly scheduled shifts may need to be

postponed or delayed based upon an individual basis as well as based upon the nature of the delay.The

Company does not pay commission as part of compensation. However, the Company may pay a bonus or

bonuses to employees based upon performance. Termination or resignation of employment during a

probationary period, extending up to 90 days after beginning employment with the Company is to be

considered a waiver of rights to any and all commission or bonus payout.Bonuses are generally dispersed to

eligible employee's with the payroll including the final day of a month for shipments booked by the final

day of the calendar month previous to the current month. All bonuses paid are subject to deduction against

future Bonus(es) if the shipment Invoices are not paid by the customer within 90 days of the date of invoice,

or if the shipment is not delivered correctly and claim is pending or likely to become pending. The Company

has the right to change any bonus rate or charge-back structure at any time during the term of this

agreement, and Employee's continued employment at the Company shall substantiate acceptance of the new

policy. The servicing of customer accounts is recognized to be vital in the retention,development and

expansion of the company's business, and the bonuses payable here under are intended to compensate

Employee not only for the procuring of sales, but also for the utmost diligence in the servicing of accounts.

Notwithstanding that an account executive may have been the principal procuring cause of a sale,if an

account is transferred thereafter from one account executive to another account executive, the Company

may apportion the bonuses payable on any sale between account executives in such manner as the

Company, in its sole judgment and discretion, deems fair and reasonable.

18. **COMPLIANCE WITH EMPLOYER'S RULES:** Any employment with the Company requires absolute

agreement to comply with any and all of the rules and regulations of the Company. Any violation of any

policy as stipulated by the Company may include consequences up to and including termination of

employment.

19. **RETURN OF PROPERTY:** Upon termination of this Agreement, Employee shall deliver to the

Company.all property which is the Company’s property or is related to the Company's conductive business

including,but not limited to, keys, records, notes, data, memoranda, models, and other assigned equipment

that is in Employee’s possession or under Employee’s control. Such obligation shall be governed by any

separate confidentiality or proprietary rights agreement signed by Employee.

20. **NOTICES:** All notices required or permitted under this Agreement shall be in writing and shall be deemed

delivered when delivered in person or on the fifth day after being deposited in the United States mail,

postage paid, addressed as follows: Employer, Safety Department & Dispatch Office: Tri-Bros

Transportation, LLC ; ATTN: Management ; 221 Washington Street, Binghamton, NY 13901 Employee:

Tri-Bros Transportation Employees ; C/O Tri-Bros Transportation LLC ; 221 Washington Street,

Binghamton, NY 13901 Such addresses may be changed from time to time by either party by providing

written notice in the manner set forth above.

21. **ENTIRE AGREEMENT:** This Agreement contains the entire agreement of the parties and there are no

other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any

prior written or oral agreements between the parties. This agreement can be superseded by any future

written agreements.

22. **AMENDMENT:** This Agreement may be modified or amended, if the amendment is made in writing and is

signed by both parties.

23. **SEVERABILITY:** If any provisions of this Agreement shall be held to be invalid or unenforceable for any

reason, the remaining provisions shall continue to be valid and enforceable. If a court of law finds that any

provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become

valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so

limited.

24. **WAIVER OF CONTRACTUAL RIGHT:** The failure of either party to enforce any provision of this

Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and

compel strict compliance with every provision of this Agreement.

25. **APPLICABLE LAW:** This Agreement shall be governed and exercised under the laws of the State of New

York.