Temporary Staffing Agreement

Valley Line LLC · 1 Corporate Drive, Suite 200, Atlantic Highlands, New Jersey 07716 · Attn: Legal
Helen Quinones, Eugene Lo Digital Review

Read together with the Rate Supplement Exhibit Amendment.

This Agreement governs staffing matters. The Rate Supplement governs pricing and payment mechanics. Both apply to every rental that includes a Leased Employee.

IMPORTANT: THIS TERM SHEET IS NOT AN OFFER OF EMPLOYMENT OR CONTRACT FOR EMPLOYMENT. EXECUTION OF THIS AGREEMENT DOES NOT GUARANTEE ANY WORK OR ANY MINIMUM OR MAXIMUM HOURS. THE PARTIES ACKNOWLEDGE THAT ALL WORK IS SUBJECT TO MUTUAL AGREEMENT AND THE SAME AGREEMENT MUTUAL AGREEMENT IS GOVERNED BY THIS AGREEMENT.

This Temporary Staffing Agreement governs all arrangements by Valley Line LLC to provide qualified Leased Employees to Client on a rental basis. It covers the scope of services, rates, hours, overtime, travel expenses, actual expenses, and other payments, substantiated expenses, fulfillment expenses, logistics, and ship-to locations — in connection with the Leased Employee's assignment. Read together with the Rate Supplement Exhibit Amendment.

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§1 Definitions

Key defined terms used throughout this Agreement:

- **"Leased Employee"** — a temporary worker sourced by the Staffing Provider and assigned to Lessee under a Rental Order, subject to Lessee's supervision and control.
- **"Staffing Provider"** — The Independent third party staffing or employee leasing company that employs, pays, and administers payroll for the Leased Employee, and that contracts with Valley Line.
- **"Lessee" / "Staffing Arrangement"** — Valley Line LLC, acting as the equipment lessee and the party that facilitates the staffing arrangement as an accommodation to Lessee. Valley Line LLC is not the employer of any Leased Employee.
- **"Assignment"** — The specific period during which a Leased Employee performs services for Lessee under a Rental Order, including any extensions or renewals.
- **"Assignment Coordinator"** — Written confirmation (via Equipment Order Form or separate documented agreement) by Lessee of Leased Employee's start date, hours, rate, and other assignment-specific terms.
- **"Combined Rate"** — The single invoice line item combining the Equipment rental rate and the Leased Employee rate, as confirmed on the Equipment Order Form.
- **"DOT Compliant Driver"** — A Leased Employee who meets the applicable qualification requirements, including disqualifying conditions, Hours of Service monitoring, MVR tracking, medical certification, and drug and alcohol testing requirements.
- **"Rental Agreement"** — The Valley Line LLC Rate Supplement Rental Agreement governing the lease of Equipment in connection with the Leased Employee's assignment.

§2 Scope of Staffing Services; Nature of Arrangement

2.1 Lessee's Control Rule. Valley Line LLC is not a staffing company and is not the employer, co-employer, or joint employer of any Leased Employee. Lessee facilitates the engagement of the Staffing Provider as an accommodation to Lessee. Lessee retains full supervisory control over the Leased Employee's qualifications, performance, or compliance with any law once the employee departs Lessee's facility.

2.2 No Guarantee of Availability. Lessee does not guarantee the availability of any Leased Employee. If a requested Leased Employee is unavailable, Lessee may substitute a comparable Leased Employee or cancel the assignment without liability.

2.3 Substituting in Rental Agreement. The provision of a Leased Employee is conditioned upon a Staffing Provider's signature under the Rental Agreement. This Agreement does not modify the Rental Agreement's terms, including its indemnification provisions, the equipment remedies, the Rental Agreement's terms.

§3 Position Classifications & Qualification Requirements

All Leased Employees must hold current, valid credentials for the specific position and Equipment type. The Staffing Provider verifies all credentials before assignment. Lessee must independently verify credentials before accepting a Leased Employee.

POSITION	EQUIPMENT / SCOPE	KEY REQUIREMENTS
RIGGER	RIGGER (type-specific) / CDL	RIGGER & Signal Person certification, valid CDL
Signal Person	RIGGER (type-specific) / CDL	RIGGER & Signal Person certification, valid CDL
Crane Operator	RIGGER (including Crane or equipment) / CDL	RIGGER & Crane Operator certification, valid CDL
Crane Operator Assistant	RIGGER (including Crane or equipment) / CDL	RIGGER & Crane Operator Assistant certification, valid CDL
Forklift Operator	Lift Class A or B with attachments / DOT medical card	Forklift Operator certification, DOT medical card
Aerial Lift Operator	Aerial Lift Class A or B / DOT medical card	Aerial Lift Operator certification, DOT medical card
Boom Truck Operator	Manufacturer-specific training / DOT medical card	Manufacturer-specific training, DOT medical card
Certified Welder	AWS/ASME/API qual., per JP Welding Procedure Specification (WPS)	AWS/ASME/API qualification, per JP WPS
Rigger Helper	RIGGER Equipment Class A or B / CDL	RIGGER Equipment Class A or B, valid CDL
Welder Helper	AWS/ASME/API Equipment Class A or B / CDL	AWS/ASME/API Equipment Class A or B, valid CDL

3.1 Staffing Provider Screening. Before every assignment the Staffing Provider must verify all credentials (current certification, valid card, and any required endorsements) and perform a pre-assignment MVR review for CDL positions; verify CDL, DOT medical certificate, and annual MVR for CDL positions; verify Equipment-specific training and current certification; and confirm the Leased Employee is fit for duty.

3.2 Lessee's Independent Verification. Lessee shall independently verify that each Leased Employee holds all required credentials before permitting Equipment operation. Lessee's failure to verify does not waive or limit Staffing Provider's or the Staffing Provider's.

§4 Employment Status; Lessee's Supervisory Responsibility

Supplemental Number: Upon the Leased Employee's departure from Lessee's facility, the Leased Employee is deemed a temporary transit employee of Lessee for all purposes of jobsite supervision, safety compliance, OSHA accountability, and workplace conduct. Lessee's supervisory control over the Leased Employee's conduct, safety, and performance is the operative standard for all purposes under this Agreement.

4.1 Exclusive Supervisory Control. Lessee has sole discretion, direction, supervision, and control over the Leased Employee's work at the jobsite, including work assignments, scheduling, safety compliance, and day-to-day supervision. Lessee retains the Leased Employee's work product and expertise throughout each assignment.

4.2 Jobsite Orientation. Before any Leased Employee commences work, Lessee must provide a site-specific safety orientation. Identification with the specific Equipment made, model, and configuration, and the Leased Employee's 30 days and 60 days experience on that Equipment.

4.3 EPR. Leased Employees are expected to arrive with their own EPR appropriate for the position. If a Leased Employee arrives without required EPR, Lessee may provide it and deduct actual cost from the Leased Employee's wages, or reject the Leased Employee for cause. Lessee's failure to provide EPR does not shift liability to Staffing Provider or Valley Line LLC.

4.4 Safety Workplace. Lessee shall maintain a safe work environment for Leased Employees in compliance with OSHA and applicable state safety regulations. Lessee shall not require Leased Employees to work in unsafe conditions. Lessee shall not require any Leased Employee to perform work that violates applicable law, regulation, or the terms of this Agreement.

4.5 Removal. Lessee may request removal of a Leased Employee at any time in writing. The Staffing Provider shall remove the Leased Employee promptly upon receipt of a qualified replacement. Removal does not excuse Lessee from payment obligations for time already worked.

§5 DOT Compliance; Operation Under Lessee's USDOT Authority

5.1 CDL Positions Requirements. For all CDL-required positions: Leased Employee must be enrolled in Lessee's DOT Compliance Program and pass all D.O.T. Parts and Regulations. Lessee shall provide all required endorsements and current DOT medical certificates; have a clean annual MVR maintained on file; and ensure the Leased Employee is fit for duty. Lessee's failure to provide any of the above does not shift liability to Staffing Provider or Valley Line LLC for any responsibility for all DOT compliance monitoring during the Assignment.

5.2 Operation Under Lessee's USDOT Authority. Lessee's DOT Compliance Program and Lessee's USDOT Authority.

5.3 Transfer of Responsibility. At the moment the Leased Employee's vehicle departs Lessee's facility under Lessee's USDOT authority, Lessee assumes all DOT compliance responsibility for the Leased Employee's operation, including HOS monitoring, MVR tracking, drug and alcohol testing, and all other DOT requirements applicable to the Leased Employee's operation.

5.4 Driver Indemnity. Lessee indemnifies the Leased Employee for any fines, penalties, and expenses arising from the Leased Employee's operation under Lessee's USDOT authority during transit, including FMCSA violations, HOS violations, accidents, or regulatory actions.

§6 Drug & Alcohol Testing

6.1 DOT Regulated Positions. All testing types required under 49 C.F.R. Parts 40 and 382 apply: pre-employment, random, post-accident, post-incident, post-accident, reasonable suspicion, and return-to-duty. Lessee must designate at least one DOT-reasonable suspicion-trained supervisor (per 382.603) at the jobsite.

6.2 Non-DOT Jobsite Sensitive Positions. The Staffing Provider maintains an ongoing program for non-DOT jobsite sensitive positions. Lessee may request random testing for non-DOT jobsite sensitive positions. Lessee shall provide written notice to the Staffing Provider. Lessee shall maintain documented standards for safety-sensitive occupations, and at least one drug screen per Leased Employee per calendar year. Lessee shall keep records for 5 years and make them available to the Staffing Provider upon request. Lessee must impose additional site-specific testing requirements by written notice to the Staffing Provider before assignment commencement.

6.3 Zero Tolerance. Any Leased Employee found to be under the influence of any controlled substance or alcohol, or testing positive for any prohibited substance, shall be immediately removed from the jobsite by Lessee. Lessee bears all costs of removal and replacement.

§7 Compensation, Billing & Payment

7.1 Combined Rate Billing. The Equipment rental rate and the Leased Employee rate are combined into a single invoice line item. Lessee shall remit payment within 30 days of invoice receipt. Late payment and early-pay discounts, if any, are governed by the Rate Supplement.

7.2 Payment Terms. All amounts are invoiced and paid in accordance with the Rental Agreement. Lessee's failure to pay when due gives Equipment owners, vendors exercising rent, work not invoiced within 30 days of completion, or Lessee's failure to provide required documentation, the right to suspend or terminate the Rental Agreement. Late payment bears interest at the lesser of 1.5% per month or the maximum rate permitted under Utah Code Ann. § 15-1-1.

7.3 Overtime. The Staffing Provider invoices Lessee for overtime at the rate Lessee compensated per the Fair Labor Standards Act (29 U.S.C. § 201 et seq.), the Utah Payment of Wages Act (Utah Code Ann. § 34-32-1 et seq.), and the Utah Minimum Wage Act (Utah Code Ann. § 34-40-1 et seq.). In addition to the statutory minimum, Lessee shall pay the Leased Employee the greater of the Staffing Provider's applicable overtime rate or the Leased Employee's contracted rate.

§8 Workers' Compensation & Insurance

**WORKER'S COMPENSATION INSURANCE AND PROPERTY DAMAGE COMPENSATION COVERAGE, GENERAL LIABILITY COVERAGE, OR ANY OTHER INSURANCE PAID BY LEASED EMPLOYEES, WORKERS' COMPENSATION AND ALL OTHER INSURANCE PAID BY LESSEE, AND ALL OTHER INSURANCE PAID BY LESSEE, WHICH COVERS LESSEE'S OPERATIONS, LESSEE'S ACTS, OMISSIONS, AND LIABILITY, LESSEE, ALSO, INCLUDES LESSEE'S OWNERSHIP, MAINTENANCE, OPERATION, OR USE OF EQUIPMENT, LESSEE'S ACTS OR OMISSIONS IN CONNECTION WITH LESSEE'S OWNERSHIP, MAINTENANCE, OPERATION, OR USE OF EQUIPMENT,