

## **Subcontractor Rules and Regulations**

These rules and regulations apply to Subcontractors providing services for Logistics Done Right Inc (referred to as “LDR” or “Company” elsewhere in this document). All Subcontractors are expected to understand and abide by these rules and regulations. This agreement is between Logistics Done Right and \_\_\_\_\_ (referred to as “Subcontractor” or collectively as “subcontractors”).

1. Posted Signs: LDR has numerous signs displaying rules, notices, and safety regulations. Subcontractors agree to abide by all such signage. It is the Subcontractor’s responsibility to bring to attention, in a timely manner, any signage they find confusing or don’t understand.
  
2. Tools and Equipment: Subcontractors are responsible for providing their own tools and equipment for any work performed. This includes proper attire and personal protective equipment. In the event any Subcontractor uses any tools, equipment, PPE, or attire owned or provided by LDR, with or without permission, the Subcontractor assumes full responsibility for any loss or damage of said property arising from Subcontractor’s usage.
  
3. Computers and internet: Subcontractors are not permitted to use any computers, mobile devices, tablets, printers, copiers, scanners, or other such electronics owned by LDR under any circumstances unless directly instructed to do so by a member of LDR’s management or subsequently authorized person. Subcontractors are not permitted to connect any personal device to LDR’s internet connection or wireless network. A guest network may be provided, named “LDR-Guest”, which Subcontractors are permitted to use with personal devices.

Company-owned devices the Subcontractor is permitted to use must not be used for personal usage, such as checking email, social media, or reading the news. Subcontractors are not allowed to change any settings or configuration options on Company-owned devices.

4. Customer property in inventory: Subcontractors are responsible for any loss or damage arising from handling or working around inventory stored in LDR’s warehouse. Subcontractors are discouraged from handling any warehoused inventory unless explicitly asked to do so within the course of providing the services outlined in Exhibit A.
  
5. Damage to the premises: Subcontractors accept full responsibility and liability for any harm or damage they cause to Company property, the building, or attached fixtures.
  
6. Permitted areas of the building: Subcontractors are not permitted in any area of the building unrelated to their assigned tasks, with the exception of the break room, lobby, and the bathrooms. Subcontractors found in unauthorized areas may be considered

trespassing and do so at their own risk.

7. Quality and performance of work: In the event Subcontractor fails to deliver requested work to LDR's satisfaction the Subcontractor is expected to remedy the situation at their own expense within five (5) business days. If the Subcontractor fails to do so, LDR may deduct related costs from any funds owed to the Subcontractor. LDR has no obligation to wait five days before fixing the issue itself if the failure to deliver satisfactory work is causing any kind of business disruption.

For example, imagine the Subcontractor agreed to remove all garbage from an area before Friday, but they don't finish the work. That causes a problem where LDR's employees can't efficiently work in the building because of the garbage. The Subcontractor would be expected to fix the issue at their own expense within five days. However, because the trash the subcontractor failed to remove as agreed is causing a business disruption, LDR could choose to remedy the issue itself sooner. In that case, whatever costs LDR incurred to finish the trash removal could be deducted from any compensation owed to the subcontractor.

8. Proper conduct in a workplace: Subcontractors are expected to conduct themselves in a professional and safe manner at all times. Unprofessional behaviors such as fighting, offensive language or gestures, sexual innuendos or advances, discussion of politics or religious views, illegal drug usage, or other actions of a disruptive, offensive, or confrontational manner concerning LDR's employees, property, or occurring around LDR's property may result in immediate termination of this agreement.
9. Invoices and records of work: Subcontractors are expected to provide LDR with timely invoices describing the work performed, the dates of the work, and amount due. For example, if the subcontractor is paid hourly, they are expected to provide LDR with an itemized list of days worked, hours on each day, and a description of the services rendered.
10. Termination & renewal: Either party reserves the right to terminate this agreement at any time for any reason or no reason at all. Upon termination each party shall make all reasonable efforts to return the other party's property in a timely manner. This agreement automatically terminates after 6 months from the effective date if not terminated prior to that date. From that point forward, the agreement can be renewed if both parties agree.
11. Employment relationship: Subcontractors are not employees of LDR and engaging with LDR to provide services should not be misconstrued to represent an employment relationship with LDR. Subcontractors are responsible for their own tax liabilities and related insurance. Under no circumstances may a Subcontractor represent themselves as an employee or business partner of LDR.

Subcontractor understands they are not an employee of LDR and therefore are not eligible for the benefits, privileges, or compensation policies LDR may provide to employees, including but not limited to paid time off, paid holidays, sick days, or vacation pay. The Subcontractor affirms they are properly classified as a contractor by their own desire, and they have not been misclassified by LDR.

Furthermore, the subcontractor understands that LDR cannot complete paperwork or forms such as employment verification or income verification on behalf of the subcontractor because LDR is not the subcontractor's employer. For example, if a subcontractor asks LDR to complete any paperwork that is supposed to be completed by an employer, LDR will not be able to do so. In the event a subcontractor wishes to become an employee of LDR they are expected to apply for a position and follow the normal interview and onboarding processes.

12. Services provided: Subcontractor has been engaged to perform services for or on behalf of LDR for agreed upon compensation, as described in Exhibit A. The Subcontractor affirms they are able to perform the requested services in a professional, workman-like manner.
13. Representation of Qualifications: Subcontractor agrees they are qualified and able to perform the services outlined in Exhibit A, without any additional assistance or special accommodations provided unless otherwise noted in writing.
14. Trade secrets and intellectual property: Subcontractor may be exposed to various trade secrets, confidential information, or intellectual property owned by LDR or in the care of LDR while providing services. Subcontractor agrees any such information will be held in strict confidence, will not be disclosed to 3rd parties or published, and will not be used in any fashion to financially benefit the Subcontractor outside the scope of services provided to LDR. This provision of the agreement remains in effect for five years after termination on the agreement.
15. No License: Subcontractor may be asked or required to use proprietary technology, inventions, processes, or software owned by LDR in the course of providing the services. Subcontractor understands this does not imply or grant any license for the Subcontractor to use such proprietary technology, inventions, or processes for their own purposes.
16. Non-disclosure: Through the course of providing services for LDR, Subcontractors may learn of internal business processes or plans, information about LDR's customers or business partners, or other information that is of a sensitive nature. Subcontractor agrees not to disclose or use such information in any way that is not to LDR's benefit during the period of this agreement and for a period of five years afterward.
17. Waivers are not perpetual: In the case LDR waives or fails to enforce any provision of

this agreement, such waiver does not constitute a perpetual waiver of that provision or term. LDR reserves the right to impose or enforce the waived provision in the future.

- 18. Non-disparagement: Subcontractors agree to refrain from making any public statements, press releases, or commentary about LDR which may negatively impact public perception of LDR, its employees, directors, officers, affiliates, or business partners.
- 19. Severability: In the event any term or provision of this agreement is found unenforceable the rest of the agreement shall remain in full effect to the extent of applicable law.
- 20. Jurisdiction: This agreement is entered into under the laws of the State of Ohio, and any disagreements, disputes, or legal action arising from this agreement must be handled within the court system of Hamilton County Ohio.

This agreement is a legal and binding agreement between Logistics Done Right Inc and the Subcontractor signed below, effective from the date signed.

**BY LOGISTICS DONE RIGHT INC:**

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

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

**BY SUBCONTRACTOR:**

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

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

**EXHIBIT A: Services provided and compensation**

This form must be completed and signed by both parties outlining the work Subcontractor will perform for LDR and the compensation which will be provided.

**Subcontractor is paid (check one):**

Same day       Weekly       As-invoiced

Other: \_\_\_\_\_

**Subcontractor's rate is:**

\_\_\_\_\_ per ( circle one: hour / day / week )      \_\_\_\_\_ flat rate

Other: \_\_\_\_\_

**Who should the subcontractor communicate with regarding work requirements and scheduling?**

Person: \_\_\_\_\_ Contact method: \_\_\_\_\_

**If the subcontractor cannot reach the primary person about work requirements or scheduling, who should they contact instead?**

Person: \_\_\_\_\_ Contact method: \_\_\_\_\_

**In which department or business unit will subcontractor's work primarily take place?  
Select all that apply.**

Warehouse       Refurbishment       Prep       Fulfillment

Sales/Marketing/Outreach       Research and Development

Other: \_\_\_\_\_

**What specific activities will the subcontractor assist with? Please check all which apply.**

**Checking an activity here implies the subcontractor is qualified and able to perform the required work, as detailed in section 12, Representation of Qualifications, of this agreement.**

Inventory control, counts, or audits

Trash removal, cleaning, or janitorial

Light assembly or packaging

Inspection or sorting of inventory

General labor

Other (please provide details):

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**Confirmation:**

By signing below Subcontractor and LDR agree this Exhibit A contains and full and accurate representation of the services Subcontractor will provide and the compensation for such services.

**BY LOGISTICS DONE RIGHT INC:**

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

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

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

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

**BY SUBCONTRACTOR:**

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

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

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