



7324 S Atwood, Suite 201 Mesa, Arizona 85212 • Ph (480) 591-5151 • Email dispatch@rockprosusa.com

SUBCONTRACTOR REQUIREMENTS

Welcome to Rock Pros USA & Kalamazoo!!

Attached is the paperwork needed to truck any material for our company. For all the documents in this packet **Rock Pros USA and Rock Pros USA, LLC will be the reference to identify both Rock Pros LLC and Kalamazoo Materials Inc.** Please review the document and make sure to complete them in their entirety. There are five sections contained in the trucking documents, they are as follows:

1. Contract – Subcontractor Hauling Agreement

- Return the signed Rock Pros USA, LLC Subcontractor Hauling agreement.

2. Liability Insurance Certificate

- Contact your insurance agent and have them either fax or mail us an original Certificate of Liability with **Rock Pros USA, LLC & Kalamazoo Materials Inc. listed as additional insured.**

3. Business Rules

- Read and sign

4. Workman’s Compensation Certificate

- Proof of Workers Compensation Insurance or Waiver file copies must be provided. Either of these documents is available through State Compensation Fund or your workers compensation insurance company.

5. W-9 Form

- Complete and return the W-9 form for tax purposes and to be used to prepare your 1099 at the end of the year. You must indicate a social security number or a tax identification number on the form as well as the name of your business (Payee name)

6. Non – Competition Agreement

- Return the signed Rock Pros USA, LLC Non - Competition agreement.

Company Name: _____

Address: _____

Phone: _____

Email: _____

I _____, of _____

certify that I and anyone driving for this company have read the following trucking packet, with all of the above-mentioned documents. Proper communication with Rock Pros USA dispatch is a vital component to alleviate any discrepancies in placing or delivery of orders. This acknowledgement holds my company responsible for any defaults in said agreement.

Signed: _____

Title: _____

Dated: _____

***All original copies must be signed and returned to Rock Pros USA before you can haul for our company.
If you have any questions, please contact the office at 480-591-5151***

1.

SUBCONTRACTOR HAULING AGREEMENT

This SUBCONTRACTOR HAULING AGREEMENT (this "Agreement") is entered into between Rock Pros USA, an Arizona limited liability company, Kalamazoo Materials Incorporated, an Arizona corporation (Rock Pros USA and Kalamazoo Materials are collectively referred to herein as "Company"), and _____ ("Subcontractor") as of the date set forth below. In consideration of the mutual covenants and agreements set forth herein, Company and Subcontractor agree as follows:

1. HAULING TERMS – Subcontractor will load, transport and offload designated materials ("Materials") on specified dates and, if applicable, at specified times in accordance with verbal or written dispatches received by Subcontractor from Company from time to time during the term of the Agreement. Subcontractor may accept or reject any such dispatch at the time it is issued by Company. Loading, transportation and offloading jobs dispatched by Company and accepted by Subcontractor are collectively referred to herein as the "Work". All Work shall be subject to the provisions of this Agreement, Company's Insurance Requirements, and Company's Business Rules.
2. MATERIALS & EQUIPMENT – For all purposes as between Company and Subcontractor, all Materials shall be deemed owned and/or generated by Company. Unless otherwise expressly agreed by Company and Subcontractor, Materials shall not include, and Company agrees not to direct Subcontractor to collect, transport or dispose of hereunder, radioactive, corrosive, volatile, explosive, highly flammable, biomedical, infectious, bio-hazardous, toxic, or other hazardous material as defined by applicable federal, state, or local laws, regulations, and ordinances. Subcontractor shall supply its own hauling equipment and personnel for the Work, including, without limitation, a suitable truck and properly licensed driver.
3. COMPLIANCE – Subcontractor agrees to conduct all aspects of the Work in good and workmanlike manner in compliance with all applicable laws, regulations, and ordinances, including, without limitation, the rules and regulations of the Environmental Protection Agency, Arizona Department of Transportation, federal highway authorities and the Occupational Safety and Health Administration. Subcontractor shall be responsible at all times for ensuring, and represents and warrants to Company, that its equipment is registered, licensed, operated, and maintained in accordance with all applicable laws, regulations and ordinances, and its operators are properly licensed with the Arizona Department of Transportation and any other governmental or administrative authority that requires such licensing. Subcontractor further represents and warrants that it has and shall maintain all federal, state, and local permits and licenses required for Subcontractor to lawfully perform the Work. Subcontractor agrees that its equipment and its conduct with respect to the Work shall be subject to inspection and approval of Company's engineers or designated representatives at any time and from time to time during the performance of the Work, and Subcontractor shall cooperate in all respects with such inspection and act diligently and with dispatch to correct any operational or equipment-related violations or deficiencies found by such inspection.
4. PAYMENT – Company shall pay Subcontractor for any day's Work within thirty-one (31) days after the day on which such Work was performed, provided the Subcontractor has submitted to Company appropriate records and other paperwork necessary to determine such payment within thirty (30) days of the date the Work was performed. Company shall communicate to Subcontractor the rates for each dispatch of Work on or before such dispatch, and such rates will be confirmed by written statement or invoice prepared by Company and issued to Subcontractor. If Subcontractor is late on providing Company with necessary paperwork related to Work completed, Company shall be entitled to withhold payment equal to the days delayed. If Company is

not paid any amount by customer of Company as a result of Subcontractor's failure to timely deliver to Company necessary records and paperwork related to any Work, Company may reduce payment to Subcontractor for such Work up to the amount unpaid by such Customer. If, for any reason other than Company's gross negligence or willful misconduct, any customer of Company fails to pay Company for Subcontractor's Work, Company may demand repayment from Subcontractor, and if Subcontractor fails to promptly comply with such demand, Company may offset and withhold against amounts payable by it to Subcontractor for other Work the amount of such prior payment. Subcontractor shall not be entitled to receive, and Company expressly disclaims responsibility to pay, any standby payment or other delay-related compensation in connection with any Work.

5. PAYMENT DISPUTES – Any dispute or disagreement by Subcontractor with respect to Company's payment or non-payment of any amount due or alleged to be due for any Work performed by Subcontractor must be raised in writing by Subcontractor within thirty (30) days after the date on which Company delivers to Subcontractor a statement or invoice for such Work, as provided in Section 3 of this Agreement. Subcontractor's failure to raise such written dispute or disagreement within such time period will automatically and irrevocably result in Subcontractor waiving its rights with respect to, and releasing and discharging Company, its affiliates, directors, officers, employees, agents, and representatives from any liability for, any amount contended by Subcontractor to be payable to it in respect of such Work. Subcontractor represents and warrants that as of the date set forth below its signature on this Agreement, Subcontractor does not have any outstanding payment dispute with Company and has been paid in full for all services performed by Subcontractor for Company and/or any of its affiliates prior to the date set forth below Subcontractor's signature, and Subcontractor hereby releases and forever discharges Company and its affiliates and waives any and all payment or compensation-related claims that Subcontractor has had, does have or may in the future have against Company or its affiliates with respect to any services provided by Subcontractor prior to such date.
6. INSURANCE – Subcontractor shall furnish to the Company or its representatives upon request, at any time and from time to time before or during the performance of any Work, certificates or other documents attesting to the existence of worker's compensation coverage, providing statutory limits and automobile and general liability insurance coverage with policy limits of not less than \$1,000,000.00 General Liability, \$2,000,000 General Aggregation, \$1,000,000 Automotive Liability, \$2,000,000 Excess Umbrella per occurrence for bodily injury and property damage liability, including, without limitation, coverage for sudden and accidental pollution of, or discharge of materials into, the environment and contractual coverage for the indemnification provisions contained in this Agreement and Appendix A. All of such policies shall be primary and non-contributing and shall be insurers reasonably acceptable to Company. **All of such policies shall be endorsed to name Company and its affiliates as additional insureds.** Each such certificate shall contain a statement of the insurer's obligation to notify the certificate holder at least thirty (30) days prior to cancellation of, or material change in coverage or limits on any policy covered in the certificate. If Subcontractor fails to furnish or deliver any certificate or policy, or renewal thereof, to Company as herein required, or if such policy is modified or canceled during the term hereof with Company's written consent, Company may, without limitation of same constituting a default of Subcontractor hereunder, purchase such insurance at Subcontractor's expense, and Subcontractor shall reimburse Company therefore on demand (with Company being entitled to withhold such reimbursable expense from any amounts payable by Company to Subcontractor for any Work). Company and Subcontractor waive all rights of recovery against the other and against the affiliates, directors, officers, partners, employees, agents and representatives of the other, on account of loss to the waiving party, to the extent that such loss or damage is insured against and proceeds of such insurance are promptly paid therefore; provided, however, that this waiver of subrogation shall not be valid if it would eliminate or substantially reduce the coverage provided by any insurance policy.

7. ACKNOWLEDGEMENT OF SUBCONTRACTOR RE SAFETY RISK – Subcontractor acknowledges and is aware that disposal sites may handle residential, commercial, industrial, and/or other waste materials, and Subcontractor knowingly and voluntarily assumes all risk of injury and damage to Subcontractor, its employees, subcontractors, and agents, and to its and their equipment and other property caused by exposure to such waste materials while at or about any disposal site. Subcontractor covenants and agrees to advise fully all of its employees, subcontractors, agents, and others working for Subcontractor at any disposal site of such risks and of all necessary environmental, safety and health procedures required by applicable state, federal or local laws, regulations and ordinances, and any rules, regulations or operating guidelines published or posted by Company or disposal site operators. In addition, Subcontractor agrees to fully acquaint itself with, and be responsible for its actions (including the actions of its employees) in respect of, all physical and non-physical conditions relevant to the performance of any Work, including Work site conditions. Subcontractor, for itself and its directors, officers, employees, agents, representatives, and subcontractors, assumes all risks associated with the performance of any Work, including, without limitation, Work site conditions and transportation-related hazards such as weather, road conditions and environmental contamination. Subcontractor agrees to defend, indemnify, keep indemnified and hold harmless Company, its affiliates and its and their respective officers, directors, employees, agents and representatives, from and against any and all claims, suits and actions by Subcontractor, its employees, subcontractors, agents and others working for or with Subcontractor based on, arising from or related or incidental to any such party's performance of any Work; provided, however, that such indemnification and hold harmless shall not apply to claims for loss, damage, injury or death (i) caused by the gross negligence or willful action of Company, or (ii) to the extent directly resulting from any breach of this Agreement by Company, or (iii) directly resulting from Company's failure to comply with applicable law.

8. INDEMNIFICATION – Subcontractor hereby agrees to defend, indemnify, keep indemnified and hold harmless Company, its affiliates and its and their respective officers, directors, employees, agents and representatives from and against any and all claims, amounts paid in settlement of claims, damages, judgments, obligations, losses, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses), interest, penalties, fines (including overweight tickets) and liabilities whenever arising or incurred based on, arising out of or related or incidental to any claim for loss or damage to property (be it of Company, Subcontractor or any other person or entity), personal injury or loss of life (including, without limitation, injury to or loss of life of any employee of Company or Subcontractor) or violation of law based on arising out of or incidental to Subcontractor's performance of the Work hereunder, and breach by Subcontractor of the Agreement or any other negligent or willful act or omission of Subcontractor or any of its employees, agents, representatives or subcontractors; provided, however, that such indemnification and hold harmless shall not apply to claims for loss, damage, injury or death (i) caused by the gross negligence or willful action of Company, or (ii) to the extent directly resulting from any breach of the Agreement by Company, or (iii) directly resulting from Company's failure to comply with applicable law. The foregoing indemnification includes, without limitation, claims, suits, actions, orders, and proceeding arising from actual or alleged damage or injury to the environment, or releases of pollutants into the environment, whether sudden or non-sudden, accidental, or deliberate, and all costs of studies, investigation, monitoring, remediation, clean-up, and compliance in connection therewith, and any claims of toxic tort or diminution in property value. Company may set-off and withhold against amounts payable by it to Subcontractor for any Work amounts equal to any indemnification claim made by Company hereunder in satisfaction of such claim.

9. INDEPENDENT SUBCONTRACTOR – Subcontractor acknowledges and agrees that the Work shall be performed and furnished by Subcontractor as an independent contractor and, except as expressly provided herein, under the

sole supervision, management, direction, and control of Subcontractor in accordance with the terms and conditions of this Agreement. No employer/employee, partnership, joint venture, agency, or other relationship shall exist, arise or be deemed to flow from or as a result of this Agreement or Subcontractor's performance of the Work.

10. TIME OF THE ESSENCE— Dates and times set forth in the Agreement for the performance of the respective obligations of the parties hereto shall be strictly construed, time being of the essence of this Agreement.
11. FORCE MAJEURE— Except for the obligation to pay for services rendered and to pay a valid claim for indemnification or reimbursement, neither party hereto shall be liable for its failure to perform any obligation hereunder to the extent that such failure is the direct result of contingencies or circumstances beyond such party's reasonable control, including, without limitation, strike, lock-out, or other labor disturbances (other than with the respect to Subcontractor or its employees), riot, war, terrorist act, sabotage, civil disturbance, fire, explosion, flood, act of God, injunction (other than an injunction obtained or initiated by the party seeking the protection of this Section). Such contingencies shall not include equipment failure of Subcontractor or any suspension, revocation, or termination of any permit or license of a party based on that party's failure to comply with applicable laws, regulations, or ordinances.
12. TERM— This Agreement shall become effective as of the latest date set forth below and shall continue indefinitely until Company or Subcontractor gives ten (10) days' written notice to the other of termination hereof. Notwithstanding any other provision hereof, the provisions of Sections 4, 5, 7, 8, 10 and 13 shall survive termination of this Agreement indefinitely.
13. GENERAL— This Agreement, including any exhibits, schedules, appendices, or amendments hereto, constitutes the entire final and complete agreement between Company and Subcontractor with respect to the matters expressly set forth herein, and supersedes all prior agreements, contracts, proposals, representations, negotiations, and other communications, whether written or oral, with respect to such matters. Neither party hereto shall be bound by or liable for any statement, representation, promise, inducement, or understanding of any kind whatsoever in respect of the matters set forth herein that is not expressly set forth in this Agreement. Any conflict or inconsistency between this Agreement and any other agreement relating the Work (including, without limitation, any terms of service, statement or invoice provided by Subcontractor before, in connection with or after the execution hereof) shall be determined in favor of and consistent with the provisions of this Agreement. Notwithstanding the absence of any conflict or inconsistency in provisions, any contract, invoice or other document or instrument presented by Subcontractor to Company as being enforceable against or binding upon Company in connection with the matters set forth herein shall be void and of no force or effect unless signed by an authorized representative of Company. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, without reference to conflicts of law principles. Any dispute arising with respect to or in connection with the Agreement or the Work shall be instituted only in the state or federal courts in Maricopa County in the State of Arizona. This Agreement may not be amended, modified, or supplemented except by written agreement of the parties hereto. Subcontractor may not assign, delegate, or subcontract its rights or obligation hereunder without the prior written consent of Company. Any provision hereof which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by law, the parties hereto waive any provision of law, which renders any such provision hereof prohibited or unenforceable in any respect. This Agreement will inure to the benefit of, and be binding upon, the parties

hereto and their respective successors and permitted assigns. Nothing expressed or implied in the Agreement is intended, or shall be construed, to confer upon or give to any person or entity other than the parties hereto and their successors and permitted assigns, any right, remedy, obligation, or liability under or by reason of this Agreement or result in any such person or entity being deemed a third-party beneficiary of this Agreement.

THE WITNESS WHEREOF, each party hereto has executed this Agreement as of the date set forth below:

Rock Pros USA, LLC & Kalamazoo Materials, Inc.

SUBCONTRACTOR:

Name: _____

Name: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

2. INSURANCE REQUIREMENTS

Subcontractor (and each of the sub-subcontractors) shall maintain (i) workers compensation insurance to fully protect against loss from personal injury, including death, to any of their employees, and (ii) comprehensive auto, general and contractual liability, and property damage insurance, written by insurers acceptable to Rock Pros USA, LLC. All insurance shall be written on an “occurrence” basis and not on a “claim made” basis. The required limits of insurance coverage are as follows:

- 1,000,000 General Liability per Occurrence
- 2,000,000 General Aggregation
- 1,000,000 Automotive Liability
- 2,000,000 Excess Umbrella

All policies, except for the employer’s liability policies, shall name “Rock Pros USA, LLC” and “Kalamazoo Materials Incorporated” as additional insureds, excluding workers compensation, for forms CG 20 10 10 01 and CG 20 37 07 04 or the equivalent. Coverage is primary & non-contributory (with any other third-party coverage provided for Rock Pros USA or Kalamazoo Materials, to be deemed as excess only) and shall indemnify, defend, and protect Rock Pros USA and Kalamazoo Materials from all claims, expenses and liabilities in any way connected with any act or omission of Subcontractor, its employees, or any person performing work directly or indirectly on behalf of Subcontractor regardless of whether Rock Pros USA or Kalamazoo Materials is wholly or partially at fault. **Waiver of Subrogation applies, per form CG 2404.** All insurance shall expressly provide that all the rights of subrogation against Rock Pros USA and Kalamazoo Materials are waived.

Before starting work on any of the Rock Pros USA project and/or jobsite, please forward to our main office certificates evidencing both general liability and workers’ compensation insurance for your company. **Please Note: The Additional Insured Forms and the waiver of Subrogation form must be attached to the required certificate of Insurance.** It is Subcontractor’s duty to maintain the required insurance. No Amendment or cancellation of any policy shall be effective until after thirty (30) days written notice is provided to Rock Pros USA and Kalamazoo Materials.

Please note the “Description of Operations” section on the certificate of insurance should be written as follows: Rock Pros USA, LLC and Kalamazoo Materials Incorporated are named as “Additional Insured”, excluding Workers Compensation, per forms CG 20 10 10 01 and CG 20 37 07 04. Coverage is primary & non-contributory. Waiver of subrogation applies, per form CG 2404.

Certificate Holder and Mailing address is:

Rock Pros USA, LLC and Kalamazoo Materials, Inc.
7324 S Atwood Suite 201
Mesa, Arizona 85212

If you have any questions, please do not hesitate to contact us at (480) 591-5151.

3. BUSINESS RULES

REQUIREMENTS

- Rock Pros USA terms are net 30
- Rates are per ton **delivered**
- No deliveries can be made without a written order from Rock Pros USA on official order form
- All receiver tickets must be signed and received within 3 days of shipment
- Must have a completed trucking packet on file in Rock Pros USA office

CONFIDENTIALITY

While trucking for Rock Pros USA, Subcontractor will have access to confidential business information and processes. While hauling for Rock Pros USA Subcontractor will be acting as our representative and as such Subcontractor will not:

- use any confidential information for anything other than the intended purposes of the intended work.
- share any processes, materials, programs, rates, names, or phone numbers with anyone other than Rock Pros USA.
- solicit, interfere with, or accept work from or endeavor to entice away from any customer Subcontractor is engaged with as a representative of Rock Pros USA.

Failure to comply with the confidentiality agreement while delivering for Rock Pros USA will result in immediate termination of Subcontractor's and Rock Pros USA's relationship. Any violation of copyright, trademarked or protected process may result in legal recourse, including litigation.

ORDERS

Rock Pros USA dispatch will be responsible to place all orders for delivery. Orders will be faxed or emailed only on the approved order form (see attached) prior to shipment. Upon receipt of an order, Subcontractor will need to confirm receipt of the order to Rock Pros USA by email at dispatch@rockprosusa.com or call dispatch at 480-591-5151. Unless otherwise notified, Rock Pros USA will assume receipt and acceptance of the order including but not limited to the stated delivery locations, delivery times and payment rate.

BIDS

Rock Pros USA dispatch may require a trucking price quote prior to awarding the order. A bid price does not ensure the order has been awarded. Rock Pros USA expects Subcontractor's best price for the job in question. Rock Pros USA bases trucking on a per ton delivered rate for a full load. Full load tonnage for Rock Pros USA is 21-25 tons per load.

CHANGES & CANCELLATIONS

Upon receipt of orders, Subcontractor has one (1) hour after receipt of order to change or amend the order. Rock Pros USA reserves the right to refuse the request and cancel the order request. No changes or amendments will be honored after delivery of the order has taken place. By delivering the material, Subcontractor agrees to the rate as seen on the order form.

RECEIVER TICKETS

At the job, receiver tickets must be signed. **Rock Pros USA will not pay for any load that does not have a signed ticket by the customer.** The only exception is for customer waived signing of receiver tickets with Rock Pros USA (see attached form) or by special permission by Rock Pros USA.

ERROR REPORTS

Any deviation from the business rules will result in an error report being issued to Subcontractor. If any costs are associated with the mistake, a credit notification will appear on the error report (see attached form) and an equivalent deduction from Subcontractor's check.

*By signing below, Subcontractor acknowledges that Subcontractor has read, understands and will comply with the rules listed above. Please return via email. If not signed and returned by _____, **checks will be held until we receive this form.***

Company Name

Signature

Title

Date

Printed Name

4.

WORKERS COMPENSATION CERTIFICATION

Subcontractor needs to provide proof of Workers Compensation Insurance on a "Certificate of Liability Insurance" form from your insurance agency or completed the form below as a waiver.

EMPLOYEE'S NOTICE OF REJECTION OF TERMS OF THE ARIZONA WORKERS' COMPENSATION LAW

POLICY NO. _____ DATE _____

To _____
(Full Name of Employer)

(Address of Employer in Full)

YOU ARE HEREBY NOTIFIED THAT THE UNDERSIGNED ELECTS TO REJECT THE TERMS, CONDITIONS AND PROVISIONS OF THE LAW FOR THE PAYMENT OF COMPENSATION, AS PROVIDED BY THE COMPULSORY COMPENSATION LAW OF THE STATE OF ARIZONA, AND ACTS AMENDATORY THERETO.

(Employee Print Name Here)

(Social Security Number of Employee)

(Address of Employee)

(Signature of Employee)

NOTE: This notice is of no effect unless it is filled out in duplicate and served upon the employer. The employer shall, in all cases, within five days of receipt of the notice, file a copy with the workers' compensation insurance carrier.

**Request for Taxpayer
Identification Number and Certification**

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number	
or	
Employer identification number	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filed-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

6.

NON-COMPETE AGREEMENT

This Non-Compete Agreement (“Agreement”) has been executed and delivered, effective _____ 202__, by _____ (“Subcontractor”), Rock Pros USA, LLC, and Kalamazoo Materials Incorporated (Rock Pros USA and Kalamazoo Materials are collectively referred to as “Company”).

RECITALS

A. Subcontractor has entered into a Subcontractor Hauling Agreement with Company. During the performance of that Agreement, Subcontractor will learn of confidential information, including information about Company’s customers, processes, procedures, materials, products, programs, and rates, that is not publicly available and would give a person possessing such information a competitive advantage over Company or its competitors.

B. As part of the consideration for the Subcontractor Hauling Agreement, Subcontractor must agree to keep Company’s confidential information confidential, and agree not to compete with Company using such information.

THEREFORE, IN CONSIDERATION of the foregoing Recitals, Subcontractor hereby agrees as follows:

1. Covenants Not to Compete. Subcontractor agrees not to, at any time during the term of the Subcontractor Hauling Agreement and for the one (1) year period immediately following the date of termination of the Subcontractor Hauling Agreement, directly or indirectly engage in, or have any interest in any entity (whether as an owner, employee, officer, director, agent, security holder, creditor, consultant, or otherwise) that directly or indirectly engages in, any activities in the states of Arizona, California, Nevada, Utah, Colorado, and New Mexico, and each county, city, town and unincorporated area therein (collectively and respectively, the “Covered Area”) that are the same as, similar to, or competitive with Company. This restriction includes, but is not limited to, the activities described in the Subcontractor Hauling Agreement, and specifically includes hauling materials for Company’s competitors.

The covenants contained in this Section 1 shall be construed as a series of separate covenants, one for each of the respective counties, cities, towns and unincorporated areas specified. Except for geographic coverage, such separate covenants will be considered identical in terms. If, in any legal action, a court refuses to enforce any of such separate covenants, or any portions thereof, the unenforceable covenants, or portions thereof, will be considered eliminated from these provisions for the purpose of such legal action to the extent necessary to permit the remaining separate covenants, or portions thereof, to be enforced.

The parties intend that the provisions of this Section 1 be valid and enforceable to the fullest extent possible under applicable law. If, in any legal action, a court determines by final judgment that any of the provisions of this Section 1 or any portions thereof, are invalid or unenforceable, then, at the option of Company, the same shall be deemed reformed and amended to the minimum extent necessary so that they would be valid and enforceable to the fullest extent permissible under applicable law. By way of example but not limitation, if any of the separate covenants, or portion thereof, described in the first paragraph of Section 1 above is determined by such a judgement to be invalid or unenforceable by virtue of its duration or scope, but may be made valid and enforceable by a reduction thereof, each party agrees that such separate covenant, or portion thereof, shall, at Company’s option, be deemed reformed and amended to reduce its duration or scope to the minimum extent necessary to make it valid and enforceable under applicable law.

2. Reasonableness. Subcontractor expressly acknowledges and agrees that: (a) the provisions of Section 1 are reasonable and do not place any unreasonable burden upon Subcontractor; and (b) the general public will not be harmed as a result of the provisions of Section 1 or any enforcement thereof.

3. Miscellaneous. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, it is the intent of the parties that, to the extent permitted by law, all other provisions of this Agreement be construed to remain fully valid, enforceable, and binding on the parties. Except as expressly provided to the contrary in this Agreement, this Agreement shall not confer any rights or remedies upon any person other than the parties and their respective successors and assigns. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. This Agreement may be executed in one or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument. This Agreement may be executed and delivered by email and on such delivery, the email signature will be deemed to have the same effect as if the original signature had been delivered to the other party. The original signature copy must be promptly delivered to the other party by regular mail. The failure to deliver the original signature copy or the nonreceipt of the original signature copy will have no effect on the binding and enforceable nature of this Agreement. This Agreement will be binding on, and will inure to the benefit of, the parties to it and their respective heirs, legal representatives, successors, and assigns. No assignment by a party, regardless of when it occurs, will relieve that party of any of its duties or obligations under this Agreement. If any legal action is brought for the enforcement or interpretation of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party or parties will be entitled to recover reasonable attorney fees and other costs incurred in that legal action, in addition to any other relief to which they may be entitled. This Agreement will be construed in accordance with, and governed by, the laws of the State of Arizona. Any legal action arising out of or related to this Agreement shall be brought before the Arizona Superior Court, in Maricopa County. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties as to the subject matter hereof. To the extent this Agreement and the Subcontractor Hauling Agreement conflict, this Agreement shall control. No supplement, modification, or amendment of this agreement will be binding unless executed in writing by all the parties. No waiver of any of the provisions of this Agreement will be considered, or will constitute, a waiver of any other provision, and no waiver will constitute a continuing waiver. No waiver will be binding unless executed in writing by the party making the waiver.

IN WITNESS WHEREOF, the undersigned have executed this Agreement effective as of the date first written above.

**ROCK PROS USA, LLC AND
KALAMAZOO MATERIALS, INC.**

SUBCONTRACTOR:

Name: _____

Name: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____