

CUSTOM STAFFING ADDITIONAL TERMS AND CONDITIONS OF SERVICE

1. PARTIES, SERVICES DEFINED AND OTHER TERMS. The relationship between any customer as described in any service instruments, purchase orders, or agreements entered (collectively, "Customer") with Custom Staffing Industrial Services, LLC, Evansville Employment Services, Inc., and their affiliated and related companies, subsidiaries, officers, directors, employees and agents (collectively "Custom Staffing") for the purchase of any labor services, mining, industrial or otherwise covered hereby is conditioned upon the terms and conditions contained in this instrument, and Custom Staffing's purchase order and subsequent purchase orders, as may be amended and supplemented from time to time (collectively "Purchase Order"). Upon Customer's acceptance of the Purchase Order by Customer's acknowledgment hereof, the commencement by Customer of any Services by any Assigned Employees, or the performance of any Service required under this Purchase Order, Customer shall be deemed to have agreed to all the terms and conditions contained in this Purchase Order. Custom Staffing specifically objects to the inclusion of and rejects any different or additional terms or conditions proposed by Customer in acknowledging or accepting Custom Staffing's pricing or Work (as defined below). Any additional or different terms proposed by Customer shall not be binding upon nor of force or effect on Custom Staffing unless specifically accepted in writing and signed by an authorized representative of Custom Staffing.

2. DUTIES OF CUSTOM STAFFING. Custom Staffing will recruit, interview, screen and assign Custom Staffing employees ("Assigned Employees") to perform general labor, mining, industrial work or other work as the parties may agree to from time to time (the "Work"). The Assigned Employees will perform the Work for Customer at the Customer's requested location ("Work Site"). Custom Staffing will provide Assigned Employees to perform the Work in accordance with the terms of this Purchase Order and specifically will assume responsibility for the following: maintaining personnel and payroll records, paying, withholding and transmitting payroll taxes, making unemployment contributions, handling unemployment and workers' compensation claims involving Assigned Employees. Custom Staffing will screen the Assigned Employees based on the specific checks and tests in accordance with Custom Staffing's standard procedures, unless otherwise agreed upon in writing. It is agreed that Assigned Employees are employees of Custom Staffing and not of Customer. Assigned Employees will not be entitled to holidays, vacations, disability, insurance, pensions or retirement plans, or any other benefits offered or provided by Customer to its staff employees.

3. DUTIES OF CUSTOMER. Customer will not offer or promise any Assigned Employee increased compensation or benefits under any Customer provided plan and Customer will exclude Assigned Employees from any Customer-provided plan whenever possible. Customer will supervise, control, safeguard and be responsible for the development, quality and implementation of the Work and any other activity on the Work Site. Customer agrees not make changes in the job duties of an Assigned Employee without Custom Staffing's prior written approval. Customer shall provide Assigned Employees with a safe Work Site and provide appropriate information, training, and safety equipment with respect to any hazardous substances or conditions to which the Assigned Employees may be exposed to at the Work Site including but not limited to Mine Safety and Health Administration training, as applicable. Customer shall train Assigned Employees with regard to all Customer policies and procedures that may be adopted or implemented from time to time which, in Customer's judgment, will allow Assigned Employees to successfully perform their specific job duties.

4. MUTUAL DUTIES. Custom Staffing shall maintain in effect during the term of this Purchase Order, any and all federal, state and/or local licenses and permits which may be required of staffing employers generally. Customer will at its expense maintain such licenses and permits as may be required by applicable authorities to engage in Customer's business, which includes but is not limited to maintaining a Mine Safety and Health Administration identification number, as applicable. If Custom Staffing is requested to obtain these types of permits and/or licenses on behalf of Customer, the cost thereof will be billed separately to Customer. Customer and Custom Staffing agree to promptly inform each other of all formal and informal complaints, allegations or incidents relating to any Assigned Employee misconduct or Assigned Employee workplace safety violation of which it becomes aware, regardless of the source, including, but not limited to, allegations of harassment, discrimination, violations of the Occupational Safety and Health Act, violations of the Mine Safety and Health Administration, violations of the Health Insurance Portability and Accountability Act, or threats of violence. To the extent commercially reasonable, Customer and Custom Staffing shall provide a complete and accurate disclosure of all circumstances surrounding such matters. Custom Staffing shall take immediate steps to investigate any such complaint or allegation and take appropriate action. Customer shall retain the right to conduct its own investigation and to request that Custom Staffing remove the Assigned Employee. The parties agree to cooperate fully and to provide assistance to each other in the investigation and resolution of any complaints, claims, actions or proceedings which may be brought by or involve any Assigned Employee. Custom Staffing will provide workers' compensation insurance coverage for Assigned Employees. The parties agree to immediately notify each other of any injury or accident occurring while Assigned Employees are performing Work for Customer and any claim for workers' compensation benefits involving Assigned Employees. Customer will provide information, training and safety equipment with respect to any hazardous substances or conditions to which Assigned Employees may be exposed at the worksite, whether or not required by law. Without limiting the generality of the foregoing, because Customer controls the Work Site and administration of the Work, Customer agrees that Customer is responsible for compliance with the Mine Safety and Health Act and comparable state and federal laws and regulations thereunder, to the extent those laws apply to Assigned Employees assigned to Customer's Work Site. Custom Staffing shall comply with all applicable federal, state and local laws and regulations governing the provision of staffing services and Custom Staffing's business generally including, but not limited to, local, state and federal equal employment and anti-discrimination laws. Customer shall comply with all applicable national, state, and local laws and regulations governing the Work product, the Work Site, performance of Work by Assigned Employees and the Customer's business generally.

5. COMPENSATION. Customer agrees to pay Custom Staffing for its performance hereunder at the rates agreed to in writing by the parties and also agrees to pay any additional costs and fees set forth in this Purchase Order. Custom Staffing will invoice Customer weekly at the address provided by Customer. Payment shall be due upon receipt of the invoice. If an invoice is not paid within fifteen (15) days from the date of the invoice, a late fee charge of one percent (1%) per month shall be assessed each month against unpaid balances and will continue to accrue each month on unpaid balances until paid in full. Amounts invoiced for Work performed by Assigned Employees will be calculated on the basis of hours shown on Custom Staffing time slips or on a report generated by Customer. Time slips will be in either paper or electronic format as determined by Custom Staffing. Customer or Customer's designated representative will approve Custom Staffing's time slips, certifying that the hours shown are correct and authorizing Custom Staffing to bill Customer for the hours worked by the named Assigned Employee.

a. Additional Payment Terms. If Custom Staffing is required to increase wage and/or payroll burden costs at any time during the term of this Purchase Order as a result of increases in worker's compensation premiums or any determination, order or action (legislative, regulatory or otherwise) by any applicable federal, state, or local governmental authority, including but not limited to the Affordable Care Act ("ACA"), the rates for the Work will increase at the cost for any such increase. In addition, Customer agrees to notify Custom Staffing immediately whenever any Assigned Employee performs any work under any contract or government contract, to comply with the Service Contract Act of 1965 and to pay to Custom Staffing the price differential due to any wage determinations under any government contract. On occasion, non-exempt Assigned Employees (as non-exempt employee is defined in the Fair Labor Standards Act or applicable state law as amended from time to time) may be required to work overtime. If such Assigned Employees work more than forty (40) hours in any one work week, Custom Staffing shall pay Assigned Employees for such hours in accordance with federal and state laws and Customer shall pay Custom Staffing for any additional hours at Custom Staffing's increased rates. The overtime rate will also apply, when required by a government contract or applicable law or regulation, for work in excess of forty (40) hours in a scheduled work week. In jurisdictions in which other overtime or double-time obligations are imposed by statute or regulation, Custom Staffing will bill at the bill rate for overtime that Custom Staffing must pay its employees. Hours, if any, required to be paid at premium rates will be included on time slips and approved in accordance with the terms stated in this Purchase Order. In the event that an Assigned Employee is required to incur business and/or travel expenses, such expenses will be paid by Custom Staffing and reimbursed to Custom Staffing by Customer at the actual cost incurred by the Assigned Employee. An Assigned Employee should not incur any expenses without obtaining prior written approval from Customer. Any sales, use, excise or other such tax levied as a result of performance hereunder will be paid by Customer.

b. Conversion of Assigned Employee. If Customer uses the services of any Assigned Employees as its direct employee, as an independent contractor, or through any person or firm other than Custom Staffing during or within ninety (90) days after any assignment of the Assigned Employee to Customer from Custom Staffing, Customer must notify Custom Staffing and (a) continue the Assigned Employee's assignment from Custom Staffing for his or her next nine hundred (900) consecutive work hours for Customer; or (b) pay Custom Staffing a fee in the amount of Three Thousand Dollars (\$3,000), whichever is higher.

6. TERM AND TERMINATION. Custom Staffing may terminate this Purchase Order for any reason upon ninety (90) days' written notice to the Customer. Notwithstanding any other provision of this Purchase Order, either party may terminate this Purchase Order immediately in the event the other party declares or becomes bankrupt or insolvent, dissolves or discontinues operations, fails to make any payments within the time periods specified in this Purchase Order or otherwise materially breaches the terms of this Purchase Order. In the event either party breaches this Purchase Order, the breaching party shall have a ten (10) day period to cure said breach. If the breaching party is unable to cure the breach within ten (10) days, the non-breaching party may terminate the Purchase Order and pursue any of its legal remedies under the law as set forth in this Purchase Order. Upon termination of this Purchase Order, Custom Staffing will promptly provide an invoice to Customer for all fees incurred by Customer under this Purchase Order. Customer will pay all amounts set forth on the invoice within thirty (30) days of receipt. Notwithstanding any other provision of this Purchase Order, if Customer terminates this Purchase Order but desires to have Assigned Employees continue to work at Customer's facilities, Customer may elect on or before the effective termination date to hire such Assigned Employee, engage such Assigned Employee as an independent contractor or transfer such Assigned Employee to another entity's payroll in order to perform services for Customer or at Customer's facilities only in accordance with provision 5(c) (Conversion of Assigned Employee) of this Purchase Order.

7. INDEMNIFICATION AND LIMITATION OF LIABILITY. To the fullest extent permitted by law, Customer agrees to defend, indemnify and hold Custom Staffing and its parent, subsidiaries, directors, officers, agents, representatives and employees ("Custom Staffing Indemnitees") harmless against any and all claims of employment discrimination and claims, losses, fines and liabilities to the extent caused by the negligence, recklessness or willful misconduct of Customer or Customer's officers, employees or authorized agents or by Customer's breach of this Purchase Order. Customer shall not be required to defend, indemnify and hold Custom Staffing and Custom Staffing Indemnitees harmless of and from any and all claims, losses and liabilities to the extent caused by the gross negligence or willful misconduct of Custom Staffing or Custom Staffing Indemnitees. Custom Staffing agrees to promptly inform the Customer of Custom Staffing's receipt of any claim, demand, or

notice for which indemnification hereunder may be sought, and to cooperate in the investigation and defense of any such claim, demand, or notice, provided, however, that the Custom Staffing shall have the right to approve the Customer's selection of counsel, such approval not to be unreasonably withheld. NOTWITHSTANDING ANYTHING HEREIN, NEITHER PARTY SHALL BE LIABLE FOR OR REQUIRED TO INDEMNIFY THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, REGARDLESS OF HOW CHARACTERIZED AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHICH ARISE FROM THE PERFORMANCE OF THIS PURCHASE ORDER OR IN CONNECTION WITH THIS PURCHASE ORDER, AND REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, CUSTOM STAFFING SHALL NOT IN ANY EVENT BE LIABLE FOR ANY CUMULATIVE AMOUNT OF CLAIMS, LOSSES, FINES AND LIABILITIES IN EXCESS OF THE TOTAL DOLLAR AMOUNT PAID BY CUSTOMER FOR ONE CALENDAR YEAR OF WORK.

8. INSURANCE. Within five (5) days after the execution of this Purchase Order, Customer will deliver to the Custom Staffing copies of certificates of insurance policies described below. All such certificates will be executed by authorized representatives of the insurers. Customer from the time of commencement of the Work hereunder until the termination of this Agreement, shall provide at its own expense and maintain in effect with an A.M. Best rated A insurance company, the types and minimum amounts of insurance as required by law and otherwise at limits in accordance with the risks associated with Customer's Work Site and Customer's business. Custom shall insure specifically the indemnity obligation contained herein above and shall include Custom Staffing as additional insureds by causing amendatory riders or endorsements to be attached to the insurance policies described in this Purchase Order. Said amendatory riders or endorsements shall indicate that with respect to Custom Staffing, there shall be severability of interest under said insurance policies for all coverages provided under said insurance policies. The certificate of insurance shall include (1) the certificate holder shall be: Custom Staffing, its subsidiaries, affiliates and related companies; (2) the certificate shall contain a provision that the policy shall not be cancelled or materially changed without 30 days' prior written notice to Custom Staffing; (3) all policies shall contain a waiver of subrogation by the insured and insurance company against the certificate holder (to the extent permitted by applicable state law); and (4) the certificate shall indicate that the certificate holder has been included as an additional insured under the policies (excluding workers' compensation and employers' liability).

9. CONFIDENTIALITY. The parties hereto shall maintain the contents of this Purchase Order, any exhibits thereto, any other agreements executed in connection with this Purchase Order and the negotiations leading thereto as confidential matters to be shared only by the parties, their boards of directors or managers, their attorneys, their accountants and those staff members and other agents whose knowledge hereof is essential to the implementation of this Purchase Order or the management of the parties' business affairs. Any person with whom the parties share knowledge hereof shall be instructed by the parties to keep such knowledge confidential and to take such steps as are necessary to insure confidentiality. Each party acknowledges and agrees that it shall not divulge to any other person or persons, either directly or indirectly, the financial and cost information, special methods, general methods or other business information related to the parties, their Assigned Employees and the leasing of Assigned Employees hereunder, except where such disclosure may be required under any federal, state or local laws, rules, ordinances, or regulations, or is required by any governmental agency, or is ordered by any judicial or regulatory body. Further, neither party shall make known or divulge any information acquired from the other party, either directly or indirectly, to any person or persons or firms or corporations in competition with or contemplating competition with either party or any of its affiliated entities. This section shall survive the termination of the Purchase Order.

10. GOVERNING LAW AND DISPUTE RESOLUTION. Any and all disputes, complaints, controversies, claims and grievances arising under, out of, in connection with, or in any manner related to this Purchase Order or the relationship of parties hereunder shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The obligation to arbitrate shall extend to any affiliate, subsidiary, officer, employee, shareholder, principal, agent, trustee in bankruptcy or guarantor of a party making or defending any claim hereunder. Any decision and award of the arbitrator shall be final, binding and conclusive upon all of the parties hereto and said decision and award may be entered as a final judgment in any court of competent jurisdiction. Notwithstanding said Rules, any arbitration hearing to take place hereunder shall be conducted in Evansville, Indiana, before one (1) arbitrator who shall be an attorney who has substantial experience in commercial law issues. This Purchase Order and the parties relationship shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of Indiana (not including the choice of law rules thereof). However, neither party shall institute an arbitration, or any other proceeding to resolve such disputes between the parties before that party has sought to resolve disputes through direct negotiation with the other party. If disputes are not resolved within three (3) weeks after a demand for direct negotiation, the parties shall attempt to resolve disputes through mediation conducted in Evansville, Indiana. If the parties do not agree on a mediator within ten (10) days, either party may request the American Arbitration Association to appoint a mediator who shall be an attorney who has substantial experience in commercial law issues. If the mediator is unable to facilitate a settlement of disputes within forty-five (45) days, the mediator shall issue a written statement to the parties to that effect and the aggrieved party may then seek relief through arbitration as provided above. The fees and expenses of the mediator shall be split and paid equally by each of the parties. In the event of any arbitration between the parties hereto involving this Purchase Order or the respective rights of the parties hereunder, the party who does not prevail in such arbitration shall pay all the prevailing party's reasonable attorneys' and experts' fees, costs and expenses incurred by the prevailing party in resolving said matter. As used herein the term "prevailing party" shall include, but not be limited to, a party who obtains legal counsel or brings an action against the other by reason of the other's breach or default and obtains substantially the relief sought whether by compromise, settlement, or judgment. Each party hereby consents to a single, consolidated arbitration proceeding of multiple claims, or claims involving two (2) or more parties. Either party may apply to any court of competent jurisdiction for injunctive relief or other interim measures as provided for elsewhere in this Purchase Order, in aid of the arbitration proceedings, or to enforce the arbitration award, but not otherwise. Any such application to a court shall not be deemed incompatible or a waiver of this provision. The arbitrator shall be required to make written findings of fact and conclusions of law to support its award. Except as may be required by law, neither a party nor an arbitrator(s) may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties. By accepting the Services, Customer consents to the jurisdiction of the American Arbitration Association and waives any objection which either party may have to any proceeding so commenced based upon improper venue or forum non conveniens.

11. NOTICES. Any notice or other communication will be deemed to be properly given only when sent via United States Postal Service, UPS, FED EX or a nationally recognized courier, addressed as shown on the first page of this Purchase Order and, in the case of Custom Staffing, sent to the attention of its Corporate Law department.

12. INDEPENDENT CONTRACTOR. The parties acknowledge that in performing their obligations hereunder, each party is acting as an independent contractor. Nothing contained in this Purchase Order will be construed to create the relationship of principal and agent, employer and employee, joint venture or partner between Custom Staffing and Customer. Custom Staffing does not have nor will Custom Staffing hold itself out as having any right, power, or authority to create a contract or obligation on behalf of Customer. Custom Staffing agrees to be solely responsible for all taxes, whether federal, state or municipal and all FICA costs which may be imposed or which accrue in relation to Assigned Employees hereunder.

13. MISCELLANEOUS. Neither party will be responsible for failure or delay in performance hereunder if the failure or delay is due to labor disputes, strikes (including, but not limited to strikes of Customer and/or Custom Staffing), fire, riot, war, terrorism, pandemic, acts of God or any other causes beyond the control of the non-performing party. This Purchase Order shall inure to the benefit of, and shall be binding upon, the respective legal representatives, successors, and assigns of each of the parties. In the event that any of the provisions of this Purchase Order shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision shall be enforced to the fullest extent permissible and the remaining portion of this Purchase Order shall remain in full force and effect. This Purchase Order represents a compromise between the parties and is a product of arms-length negotiations. These parties have read this Purchase Order completely and have had the opportunity to seek the advice and assistance of competent legal counsel. In the event that ambiguity exists or is deemed to exist in any provisions of this Purchase Order, said ambiguity is not to be construed by reference to any doctrine calling for such ambiguity to be construed against the drafter of this Purchase Order. No statement, action, or omission of either of the parties hereto shall be considered to be a waiver of any right, including, but not by way of limitation, any failure of either party to insist upon the strict performance of any agreement, term or condition hereof, or to exercise any right or remedy consequent upon a breach thereof nor during the continuation of any such breach, shall constitute a waiver of any such breach or any such agreement, term or condition. No remedy or election hereunder shall be deemed exclusive, but shall, whenever possible, be cumulative with all other remedies at law or in equity. All headings set forth herein are included for the convenience of reference only and shall not affect the interpretation hereof, nor shall any weight or value be given to the relative position of any part or provision hereof in relation to any other provision in determining such construction. The recitals set forth in the above preamble are incorporated herein by this reference and made a part of this Purchase Order. As used in this Purchase Order, the plural shall be substituted for the singular, and the singular for the plural, where appropriate; and words and pronouns of any gender shall include any other gender. Except as stated herein otherwise, this instrument is the final agreement, contains the entire, complete and exclusive agreement between the parties concerning this subject, and supersedes all prior oral or written understandings, agreements or contracts, formal or informal, between the parties. In the event of a conflict between this Purchase Order and the terms and conditions of a master services agreement executed by both parties' authorized representatives, the terms and conditions of the master services agreement shall be controlling and take precedence over this Purchase Order. THIS PROVISION, AND EACH AND EVERY OTHER PROVISION OF THIS PURCHASE ORDER MAY NOT UNDER ANY CIRCUMSTANCES BE MODIFIED, CHANGED, AMENDED OR PROVISIONS HEREUNDER WAIVED VERBALLY, BUT MAY ONLY BE MODIFIED, CHANGED, AMENDED OR WAIVED BY AN AGREEMENT IN WRITING EXECUTED BY ALL PARTIES HERETO.