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KOCH FREE APPLE IPAD® DRIVER PROMOTION GIVEAWAY TERMS AND CONDITIONS

In addition to STAN KOCH & SONS TRUCKING, INC. (“KOCH”) policies and procedures involving the use of a communication device while engaged in performing contractual services for KOCH as an independent contractor, these Terms and Conditions (“Agreement”) apply specifically to the use of Apple iPads® provided to eligible independent contractor drivers (“Contractors”) through the KOCH Free Apple iPad® Contractor Promotion Giveaway program (the “KOCH Giveaway” and “Terms and Conditions”):

1. **Apple iPad® Eligibility.** To be eligible to receive a free Apple iPad®, as chosen and provided by KOCH in the KOCH Giveaway, Contractor must be a commercial independent contractor driver that satisfies the following requirements: (a) successfully complete all pre-contractor obligations and requirements; and (b) be a new Contractor for KOCH under a fully executed Independent Contractor Agreement with KOCH; and (c) be fully cleared for dispatch.

If, for any reason, Contractor is not continuously providing services for KOCH for at least an uninterrupted period of one (1) year from the date of receipt of the iPad® as provided in Section 1 above, including without limitation, no cancellation, suspension or other interruption of Contractor’s Independent Contractor Agreement, voluntary or involuntary, within said time frame, Contractor agrees to forthwith return the Apple iPad® to KOCH in its original condition, less normal wear and tear. If Contractor fails to do so, Contractor agrees that KOCH may deduct the sum of \$200.00 from any payment or other amount due to Contractor by KOCH, which shall represent the Parties’ reasonable estimate of the Provider’s early termination fee(s), and not a penalty.

2. **Taxes and Other Obligations.** Contractor agrees to be solely responsible for any and all local, state or federal taxes generated or required to be paid by Contractor’s possession or ownership of the Apple iPad® and any related internet services.

3. **Responsibility of Apple iPad® after Receipt.** Under no circumstances shall KOCH be responsible or liable to Contractor or any other person or entity for any Apple iPad® and/or internet service or use once Contractor takes possession thereof including, without limitation, any repair or replacement of the Apple iPad® or any of its components, software or service, or involving any internet services.

4. **Contractor to Strictly Abide by all Laws.** Contractor agrees to strictly abide by any and all local, municipal, state or federal rules, regulations or other laws governing the ownership and/or use of the Apple iPad® and internet service, and to indemnify, defend and hold KOCH strictly harmless therefrom.

5. **Personal Information.** The Apple iPad® given to Contractor shall be the property of, and solely owned by, the Contractor subject to these Terms and Conditions. Contractor waives and releases KOCH from any right of privacy or restriction on the use, disclosure or transfer of any information contained in the KOCH Giveaway regarding the Contractor, and grants KOCH the right to use, disclose and transfer the Contractor’s information related to the KOCH Giveaway, for any purpose. Acceptance of the Apple iPad® by Contractor constitutes the Contractor’s consent to the use of his or her name, likeness, voice and/or biographical data for advertising and promotional purposes without limitation, without written permission, and without compensation.

6. **Applicable Law.** The KOCH Giveaway is subject to all applicable federal, state, provincial, territorial, municipal or other laws and regulations. Any dispute arising in relation to the KOCH Giveaway will be governed exclusively by the laws of the state of Minnesota, excluding its conflicts of law principles and without regard to any consideration of *forum non-conveniens*, which is hereby waived by the Parties. Contractor submits to the exclusive jurisdiction of the courts for Minneapolis, Minnesota, for the resolution of any dispute arising in relation to the KOCH Giveaway.

7. **Disclaimers.** KOCH reserves the right, at its sole discretion: (i) to disqualify any Contractor who does not strictly comply with these Terms and Conditions, or any applicable law or regulation; and (ii) to cancel, terminate, modify, alter or suspend the KOCH Giveaway with or without notice, at any time and for any or no reason. KOCH is not responsible for any problems or technical malfunction of any Apple iPad® or internet service, including any hardware or software components, functionality or other defect or shortcoming of any Apple iPad® or related services.

Apple Computer is not a sponsor of this KOCH Giveaway; iPad® is a trademark of Apple Computer

I have read the above, and have received a written copy of KOCH’s Terms and Conditions. I fully understand them, and agree to strictly abide by them. I understand that further terms and conditions may be found at www.kochcompanies.com.

Sign and print your name, date, and return this form to your supervisor.

Contractor Signature

Alpha Code

Printed Name

Date

Phone