

4. Insurance Requirements

4.1. You agree to ensure that both TRUX and the Customer shall be made additional insureds on all your liability policies, including without limitation automobile and general liability policies. Your insurance shall be primary to any other insurance available to TRUX and Customer, and any other insurance shall be noncontributory until your insurance is exhausted. TRUX may require proof thereof before you may use TRUX Services or any time thereafter. You guarantee and must provide proof of the insurer's obligation to notify TRUX at least thirty (30) days before cancelling your insurance. Upon receipt of such notice, you will no longer be permitted to use TRUX Services. You acknowledge and agree that TRUX may release your contact and/or insurance information to a Customer upon such Customer's reasonable request.

4.2. Insurance Coverage Levels.

- 4.2.1. Bronze Level. To be listed as a "Bronze Level" service provider you must maintain a minimum insurance policy of \$1 million in auto coverage. You agree to provide TRUX a copy of the insurance policy, policy declarations, proof of insurance identification card and proof of premium payment for the insurance policy required in this Paragraph upon request. Furthermore, you must provide TRUX with written notice of cancellation of any insurance policy required by TRUX. TRUX shall have no right to control your selection or maintenance of your policy. You must be a named insured or individually rated driver, for which a premium is charged, on the insurance policy required in this Paragraph at all times.
- 4.2.2. Silver Level. To be listed as a "Silver Level" service provider you must maintain a minimum insurance policy of \$1 million in auto coverage, \$1 million/\$2 million general liability coverage, and a statutory worker's compensation policy. You agree to provide TRUX a copy of the insurance policy, policy declarations, proof of insurance identification card and proof of premium payment for the insurance policy required in this Paragraph upon request. Furthermore, you must provide TRUX with written notice of cancellation of any insurance policy required by TRUX. TRUX shall have no right to control your selection or maintenance of your policy. You must be a named insured or individually rated driver, for which a premium is charged, on the insurance policy required in this Paragraph at all times.
- 4.2.3. Gold Level. To be listed as a "Gold Level" service provider you must maintain a minimum insurance policy of \$1 million in auto coverage, \$1 million/\$2 million general liability coverage, and a statutory worker's compensation policy. You must also provide All Risk Broad Form Motor Truck Cargo Legal Liability ("Cargo") insurance in an amount not less than \$50,000.00 (U.S. Dollars) per occurrence. (The coverage provided under the cargo policy shall have no exclusions or restrictions of any type that would foreseeably preclude coverage relating to cargo claims including, but not limited to, exclusions for unattended or unattached trailers, theft, commodities transported under this Agreement, refrigerator breakdown or lack of refrigerator fuel.) You agree to provide TRUX a copy of the insurance policy, policy declarations, proof of insurance identification card and proof of premium payment for the insurance policy required in this Paragraph upon request. Furthermore, you must provide TRUX with written notice of cancellation of any insurance policy required by TRUX. TRUX shall have no right to control your selection or maintenance of your policy. You must be a named insured or individually rated driver, for which a premium is charged, on the insurance policy required in this Paragraph at all times.