



We are very pleased that you are interested in becoming a carrier with J.B. Hunt Transport, Inc. J.B. Hunt is focused on forging long-term relationships with our contract carriers.

J.B. Hunt has opportunities for Dry Van, Refrigerated, Flatbed, Full Truckload, LTL, Delivery Services, Intermodal and more! As an approved carrier, some of the benefits you will receive include the following:

- ▶ Zero credit risk with customers
- ▶ Access to major national, Canadian & Mexican shippers
- ▶ Increased efficiency for sales staff and associated expenses

High-quality carriers are essential to our ability to meet the needs of our customers. We understand the challenges carriers face today. We have developed programs and forged relationships with vendors to provide services to give your company an edge in today's market. Available services include:

- |  |  |
|--|--|
| ▶ Quick Pay  | ▶ Insurance Discounts                    |
| ▶ Cash Advances  | ▶ Compliance and Drug Screening Services |
| ▶ J.B. Hunt Paycard                                    | ▶ Discounted 24-Hour Roadside Assistance |
| ▶ EDI – Automatic load tendering and post load updates | ▶ Direct Scanning                        |
| ▶ Automated Invoice Inquiry Line                       | ▶ Mobile Scanning                        |
| ▶ Wireless Discounts                                   |  |

We are constantly evaluating our carrier services, so please visit [www.jbhunt.com](http://www.jbhunt.com) for our current service offerings.

Whether your need is for an occasional backhaul or to keep your entire fleet rolling, J.B. Hunt Transport is here to support your needs. Our experience as a major motor carrier along with our access to major shippers in the U.S, Canada and Mexico allows us to be a valuable option to keep your fleet moving forward.

To get started, please review the information on the following pages outlining the requirements to qualify your company as a carrier for J.B. Hunt Transport, Inc. Sign where indicated and submit all required documents. You may submit documents through one of the following methods:

- ▶ Transflo \$Velocity Direct Scanning using fleet code JBHC for ICS carriers or JBHF for Power-Only carriers
- ▶ Transflo Now! for your Android or Iphone using fleet code JBHC for ICS carriers or JBHF for Power-Only carriers
- ▶ Email to [ics\\_carrier\\_relations@JBHunt.com](mailto:ics_carrier_relations@JBHunt.com)
- ▶ Fax to 479-820-1890

If you have any questions, please call 1-800-423-6892 or email [ics\\_carrier\\_relations@JBHunt.com](mailto:ics_carrier_relations@JBHunt.com).

***What's your next move?***™



**J.B. HUNT TRANSPORT, INC.**

**615 J.B. Hunt Corporate Drive**

**Lowell, AR 72745**

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January 1, 2013

Dear Motor Carrier,

As you know, your contract with J.B. Hunt Transport, Inc. ("J.B. Hunt") requires compliance with all applicable statutes and regulations. This includes the regulations promulgated by the California Air Resources Board (CARB) regarding refrigerated equipment (TRU regulation), the truck and bus equipment regulations (engine and particulate matter filter requirements), and greenhouse gas regulations. Certain CARB regulations and requirements were effective on January 1, 2013.

J.B. Hunt's contract with your company requires compliance with these regulations and requirements. If you have questions and/or need assistance regarding compliance with these regulations, you can visit the following website to get more information: <http://www.arb.ca.gov/msprog/truckstop/truckstop.htm>. If your company is not able to timely comply with these requirements, you have a contractual duty to inform J.B. Hunt that you are not able to comply with the regulations/requirements. If you are unable to comply, please call the following phone number immediately to notify J.B. Hunt: (800) 423-6892. By accepting the loads tendered to you by J.B. Hunt, you represent and warrant that your company is in compliance with these regulations and requirements.

Cordially,

Shelley Simpson  
Chief Marketing Officer and  
President of Integrated Capacity Solutions  
J.B. Hunt Transport, Inc.

**J.B. HUNT TRANSPORT, INC.  
CONSENT REQUEST**

New anti-spam legislation is effective in Canada as of July 1, 2014. Please provide your consent (by signing below) to receive commercial electronic messages about J.B. Hunt Transport, Inc., including messages related to equipment availability or needs, products, services, offers, and promotions.

By signing below, I consent as an authorized representative of the below company, for J.B. Hunt Transport, Inc. to send commercial electronic messages to any employee, representative, consultant or franchisee of said company (as listed below).

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

You may withdraw your consent at any time in the future by sending an email to: [Canadian\\_Carrier\\_Relations@jbhunt.com](mailto:Canadian_Carrier_Relations@jbhunt.com).

## Canadian Carrier Checklist

Please use this page as a guide to ensure you have completed all requirements

- ❑ Must meet insurance requirements
- ❑ May not have a DOT safety rating of Conditional or Unsatisfactory

### Documentation from this Carrier Packet:

Make sure all pages are fully completed.

- ❑ Carrier Profile (Page 4)
- ❑ Transportation/Carrier New Vendor Form (Pages 5-6)
- ❑ Signed IRS Form W-8BEN (Page 7)
- ❑ Outsource Carriage Agreement (Pages 8-14)
- ❑ Signed Hold Harmless Covenant for Workers' Compensation (Page 15)

### Documentation provided by you

- ❑ Copy of National Safety Code Certificate issued by all provinces where the carrier's vehicles are base plated and the current Safety Rating associated with each NSC number.
- ❑ US Operating Authority if applicable
- ❑ C-TPAT Membership Certification-may complete Customs-Trade Partnership Against Terrorism Security Self-Assessment Questionnaire in lieu.
- ❑ Certificate of Liability Insurance; All limits must be in U.S. Dollars or if in Canadian funds, must meet or exceed these limits in U.S. Dollars based upon the current exchange rate.
  - ❑ Must list J.B. Hunt Transport, Inc. as certificate holder:  
J.B. Hunt Transport, Inc  
P.O. Box 130  
Lowell, AR 72745
- ❑ Insurers affording coverage must have an A.M. Best rating of B+ or higher (ratings of B or higher will be accepted for worker's compensation coverage)\*
- ❑ Insurance company must provide thirty (30) days written notice of change or expiration of policy
- ❑ Deductibles and/or self-insured retentions for each coverage must be shown on certificate
- ❑ Minimum of \$1,000,000 in Auto Liability coverage – bodily injury and property damage (combined single limit per occurrence)
- ❑ Minimum \$100,000 in Cargo Liability – must be All Risk or Broad Form
- ❑ Worker's Compensation / Employer's Liability coverage per provincial requirements
- ❑ Owner Operators clause - Required in Description Box on insurance certificate for all coverages except Worker's Compensation, if you utilize owner operators, subcontractors or other agents in performing services for J.B. Hunt Transport. For this purpose, we consider any drivers who operate under your authority and are issued a 1099 for tax purposes to be an owner operator.  
"As respects the policies indicated above, coverage extends to the named insured's owner operators, sub-contractors, and agents as respects work being done under the order of the named insured on behalf of the certificate holder."

\* Ratings of insurers may be found at [www.ambest.com](http://www.ambest.com)



# J.B. Hunt Carrier Profile

## Basic Information

Company Name: \_\_\_\_\_

DOT: \_\_\_\_\_ Street Address: \_\_\_\_\_

MC: \_\_\_\_\_ City: \_\_\_\_\_ Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Total Number of Drivers: \_\_\_\_\_

Number of Company-Owned Tractors: \_\_\_\_\_

Do you own the company and operate your own truck? \_\_\_\_\_

Number of Non-Company-Owned Tractors: \_\_\_\_\_

Number of company drivers (issued a W-2): \_\_\_\_\_

Number of Trailers: \_\_\_\_\_

Number of non-company drivers: \_\_\_\_\_

Number of Female Drivers: \_\_\_\_\_

(includes independent contractors, owner-operators, leased drivers and any drivers who operate under your authority and are issued a 1099)

All NSC numbers held and the issuing province: \_\_\_\_\_

## Contacts

Position	Name	Office Phone	Cell Phone	Fax	Email

## Carrier Capabilities

### Types of Service (please check all that apply)

☐ TRUCKLOAD    ☐ LTL    ☐ INTERMODAL    ☐ SMALL PACKAGE    ☐ TEAM DRIVERS  
☐ DRY VAN    ☐ REFRIGERATED    ☐ FLATBED    ☐ AIR    ☐ COMMODITIES  
☐ AUTO-HAULER    ☐ STRAIGHT TRUCK    ☐ PUPS    ☐ PLATE TRAILERS    ☐ ESCORTS  
☐ TANKERS    ☐ SPECIALIZED-OSD    ☐ CURTAIN SIDES    ☐ E-TRACK    ☐ OD HAULS  
☐ OTHER

Do you have: ☐ An Active Permit that authorizes you to haul alcohol? Which states? \_\_\_\_\_

☐ An Active Permit to haul Hazardous Materials? (Please include copy of permit)

☐ Trucks that are TWIC compliant? How many? \_\_\_\_\_

☐ Trucks that are CARB compliant? How many? \_\_\_\_\_

☐ Any other permits that authorize the hauling of special freight?

Preferred Lanes:

ORIGIN		DESTINATION	
STATE	CITY	STATE	CITY

I certify that all of the above is true and correct to the best of my knowledge. I represent that I have been specifically authorized to execute contracts on behalf of the entity I represent.

Sign: \_\_\_\_\_ Name: \_\_\_\_\_ Date: \_\_\_\_\_



**CANADIAN TRANSPORTATION/CARRIER NEW VENDOR FORM  
(FOR USE ONLY BY CARRIERS BASED IN CANADA)**

**ALL FIELDS ARE REQUIRED UNLESS OTHERWISE NOTES. PLEASE COMPLETE THE ATTACHED IRS FORM  
W-8BEN CERTIFICATE OF FOREIGN STATUS OF BENEFICIAL OWNER FOR UNITED STATES TAX  
WITHHOLDING AND RETURN WITH THIS NEW VENDOR FORM**

☐ New Vendor

☐ Change to Existing Vendor

How will settlements be paid?   ☐ PayCard   ☐ Factoring Agent   ☐ Direct Deposit   ☐ Check

Direct Deposit is available Only to U.S. bank account. If Direct Deposit is checked, Vendor Direct Deposit Enrollment Form must be completed and attached.

How would you like to receive your settlement information?   ☐ Fax   ☐ Email   ☐ Mail

All approved carriers are eligible for cash advances. If you DO NOT want to receive cash advances check here: ☐

Would you like to receive advances by PayCard?   ☐ Yes   ☐ No

Are you requesting Quick Pay?   ☐ Yes   ☐ No

If you elect Quick Pay, please fax invoices and all required documents to (479) 820-2718. A fixed 1.5% processing fee for Quick Pay will be deducted for each final settlement. Each Cash Advance will incur a fee of \$10.00. There will be a \$2.00 charge for each final Settlement issued via Paycard. In the event a Cash Advance is issued and there is not enough PTE to cover it, a credit will be placed on your account.

**GENERAL INFORMATION**

NAME: \_\_\_\_\_

(Individual name if sole proprietor)

BUSINESS NAME: \_\_\_\_\_

(exactly as printed on invoice)

FACTORING AGENT NAME: \_\_\_\_\_

(if any)

PAYMENT ADDRESS: \_\_\_\_\_

(If factored, Factoring Agent Address)                      (Street)

\_\_\_\_\_  
(City)    (State)    (ZIP)

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

CONTACT: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

MC# or DOT#: \_\_\_\_\_ NSC#, CVOR#, or NIR# \_\_\_\_\_

SIGN HERE: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Print Name and Title Here: \_\_\_\_\_

## VENDOR DIRECT DEPOSIT ENROLLMENT FORM

**\*ALL FIELDS ARE REQUIRED IF REQUESTING DIRECT DEPOSIT**

Company Name: \_\_\_\_\_

☐ Elect Direct Deposit      Direct Deposit is available Only to U.S. bank account.

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### Checking/Savings Information

Bank Name: \_\_\_\_\_ Phone: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

Transit/Routing Number: \_\_\_\_\_ Account Number: \_\_\_\_\_

☐ Checking Account

☐ Savings Account

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

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### PLEASE READ CAREFULLY:

- ▶ For enrollment/change of checking account, you **must** attach a voided check that includes your bank account and nine digit transit number.
- ▶ For enrollment/change of savings account, you **must** attach a form from your bank showing your savings account number and nine digit transit number.
- ▶ Designated amounts will usually post to your account within 48 hours of transmission depending on your bank's posting procedures.
- ▶ J.B. Hunt Transport, Inc. cannot be responsible for overdrafts incurred before funds are deposited.
- ▶ Changes to direct deposit accounts may not necessarily take effect on your next settlement.

PLEASE ATTACH VOIDED CHECK HERE

**Certificate of Foreign Status of Beneficial Owner  
for United States Tax Withholding**

▶ Section references are to the Internal Revenue Code. ▶ See separate instructions.  
▶ Give this form to the withholding agent or payer. Do not send to the IRS.

OMB No. 1545-1621

**Do not use this form for:**

**Instead, use Form:**

- A U.S. citizen or other U.S. person, including a resident alien individual . . . . . W-9
  - A person claiming that income is effectively connected with the conduct of a trade or business in the United States . . . . . W-8ECI
  - A foreign partnership, a foreign simple trust, or a foreign grantor trust (see instructions for exceptions) . . . . . W-8ECI or W-8IMY
  - A foreign government, international organization, foreign central bank of issue, foreign tax-exempt organization, foreign private foundation, or government of a U.S. possession that received effectively connected income or that is claiming the applicability of section(s) 115(2), 501(c), 892, 895, or 1443(b) (see instructions) . . . . . W-8ECI or W-8EXP
- Note:** These entities should use Form W-8BEN if they are claiming treaty benefits or are providing the form only to claim they are a foreign person exempt from backup withholding.
- A person acting as an intermediary . . . . . W-8IMY

**Note:** See instructions for additional exceptions.

**Part I Identification of Beneficial Owner** (See instructions.)

<b>1</b> Name of individual or organization that is the beneficial owner		<b>2</b> Country of incorporation or organization																
<b>3</b> Type of beneficial owner: <table style="width: 100%; border: none;"><tr><td><input type="checkbox"/> Individual</td><td><input type="checkbox"/> Corporation</td><td><input type="checkbox"/> Disregarded entity</td><td><input type="checkbox"/> Partnership</td><td><input type="checkbox"/> Simple trust</td></tr><tr><td><input type="checkbox"/> Grantor trust</td><td><input type="checkbox"/> Complex trust</td><td><input type="checkbox"/> Estate</td><td><input type="checkbox"/> Government</td><td><input type="checkbox"/> International organization</td></tr><tr><td><input type="checkbox"/> Central bank of issue</td><td><input type="checkbox"/> Tax-exempt organization</td><td><input type="checkbox"/> Private foundation</td><td colspan="2"></td></tr></table>				<input type="checkbox"/> Individual	<input type="checkbox"/> Corporation	<input type="checkbox"/> Disregarded entity	<input type="checkbox"/> Partnership	<input type="checkbox"/> Simple trust	<input type="checkbox"/> Grantor trust	<input type="checkbox"/> Complex trust	<input type="checkbox"/> Estate	<input type="checkbox"/> Government	<input type="checkbox"/> International organization	<input type="checkbox"/> Central bank of issue	<input type="checkbox"/> Tax-exempt organization	<input type="checkbox"/> Private foundation		
<input type="checkbox"/> Individual	<input type="checkbox"/> Corporation	<input type="checkbox"/> Disregarded entity	<input type="checkbox"/> Partnership	<input type="checkbox"/> Simple trust														
<input type="checkbox"/> Grantor trust	<input type="checkbox"/> Complex trust	<input type="checkbox"/> Estate	<input type="checkbox"/> Government	<input type="checkbox"/> International organization														
<input type="checkbox"/> Central bank of issue	<input type="checkbox"/> Tax-exempt organization	<input type="checkbox"/> Private foundation																
<b>4</b> Permanent residence address (street, apt. or suite no., or rural route). <b>Do not use a P.O. box or in-care-of address.</b>																		
City or town, state or province. Include postal code where appropriate.		Country (do not abbreviate)																
<b>5</b> Mailing address (if different from above)																		
City or town, state or province. Include postal code where appropriate.		Country (do not abbreviate)																
<b>6</b> U.S. taxpayer identification number, if required (see instructions) <div style="text-align: right;"><input type="checkbox"/> SSN or ITIN    <input type="checkbox"/> EIN</div>		<b>7</b> Foreign tax identifying number, if any (optional)																
<b>8</b> Reference number(s) (see instructions)																		

**Part II Claim of Tax Treaty Benefits** (if applicable)

**9 I certify that (check all that apply):**

- a** ☐ The beneficial owner is a resident of \_\_\_\_\_ within the meaning of the income tax treaty between the United States and that country.
- b** ☐ If required, the U.S. taxpayer identification number is stated on line 6 (see instructions).
- c** ☐ The beneficial owner is not an individual, derives the item (or items) of income for which the treaty benefits are claimed, and, if applicable, meets the requirements of the treaty provision dealing with limitation on benefits (see instructions).
- d** ☐ The beneficial owner is not an individual, is claiming treaty benefits for dividends received from a foreign corporation or interest from a U.S. trade or business of a foreign corporation, and meets qualified resident status (see instructions).
- e** ☐ The beneficial owner is related to the person obligated to pay the income within the meaning of section 267(b) or 707(b), and will file Form 8833 if the amount subject to withholding received during a calendar year exceeds, in the aggregate, \$500,000.

**10 Special rates and conditions** (if applicable—see instructions): The beneficial owner is claiming the provisions of Article \_\_\_\_\_ of the treaty identified on line 9a above to claim a \_\_\_\_\_ % rate of withholding on (specify type of income): \_\_\_\_\_  
Explain the reasons the beneficial owner meets the terms of the treaty article: \_\_\_\_\_

**Part III Notional Principal Contracts**

**11** ☐ I have provided or will provide a statement that identifies those notional principal contracts from which the income is **not** effectively connected with the conduct of a trade or business in the United States. I agree to update this statement as required.

**Part IV Certification**

Under penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete. I further certify under penalties of perjury that:

**1** I am the beneficial owner (or am authorized to sign for the beneficial owner) of all the income to which this form relates.

**2** The beneficial owner is not a U.S. person.

**3** The income to which this form relates is (a) not effectively connected with the conduct of a trade or business in the United States, (b) effectively connected but is not subject to tax under an income tax treaty, or (c) the partner's share of a partnership's effectively connected income, **and**

**4** For broker transactions or barter exchanges, the beneficial owner is an exempt foreign person as defined in the instructions.

Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the income of which I am the beneficial owner or any withholding agent that can disburse or make payments of the income of which I am the beneficial owner.

**Sign Here**

Signature of beneficial owner (or individual authorized to sign for beneficial owner)      Date (MM-DD-YYYY)      Capacity in which acting

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 25047Z

Form **W-8BEN** (Rev. 2-2006)

## OUTSOURCE CARRIAGE AGREEMENT

This **Outsource Carriage Agreement** (hereinafter referred to as "OCA") is made and entered into between J.B. Hunt Transport, Inc., whose principal office is located at 615 J.B. Hunt Corporation Drive, Lowell, AR 72745, (hereinafter known as "JBHT") and \_\_\_\_\_, whose principal office is located at \_\_\_\_\_ (hereinafter known as "Transportation Service Provider" or "TSP" or "CARRIER") (hereinafter collectively known as the "Parties").

### RECITALS

WHEREAS, JBHT is a carrier duly authorized to transport or to arrange for the transportation of freight; and,  
WHEREAS, JBHT has received approval from certain of its customers (hereinafter "Customer" or "Customers") to tender freight to various transportation service providers for outsourced services; and,  
WHEREAS, CARRIER is duly authorized by appropriate federal, state or provincial agency or agencies of either the United States or Canada, or both, to provide transportation services (proof of such authority or authorities shall be provided to JBHT by TSP); and,  
WHEREAS, CARRIER wishes to supply its services to JBHT for outsourced services;  
NOW, THEREFORE, JBHT and TSP hereby agree to the following terms:

### 1. OCA and Other Documents.

- 1.1 **Applicability of 49 USC §14101 United States and Canadian Law and Priority of Documents.** This OCA is entered into in accordance with 49 USC §14101 United States and Canadian law as hereinafter set out. Except as may be otherwise provided herein or in any addenda hereto, this OCA, and the services provided hereunder, shall be subject to
    - 1.1.1 Titles 49 of the United States Code ("USC") and of the Code of Federal Regulations ("CFR") for all transportation services provided, or arranged to be provided, which have an origin and destination in the United States, or an origin in the United States with a destination in Canada; and
    - 1.1.2 Shall be subject to all applicable Canadian federal and/or provincial motor carrier regulations for all transportation services provided which have an origin and a destination in Canada, or an origin in Canada and a destination in the United States.Provided however, JBHT and TSP hereby waive any and all rights and remedies provided for under the aforementioned United States Code and Code of Federal Regulations (pursuant to 14101 (b)(1)) and the Canadian federal and/or provincial motor carrier regulations to the extent they are in conflict with the terms of this OCA and its addenda. Unless expressly stated otherwise in this OCA or its addenda, this OCA and any addenda shall govern the relationship between JBHT and TSP and all other documents shall be subordinate to them. In the event of a conflict between this OCA and an addendum or amendment the term of the addendum or amendment shall apply. This OCA and any attachments, exhibits, amendments or addenda hereto shall be the entire agreement between the parties and supersedes and cancels any and all prior written or oral agreements and understandings regarding the subject matter of this OCA between the Parties. No modifications or amendments to this OCA shall be binding upon JBHT unless initialed and signed by a JBHT authorized representative. This OCA may not be assigned by TSP in whole or in part without the prior written agreement of JBHT.
  - 1.2 **Contract Carriage/Standard Bill of Lading Terms.** Except as otherwise provided in this OCA and any addenda hereto, each and every shipment tendered to TSP by JBHT during the term of this OCA shall be deemed to be a tender to TSP:
    - 1.2.1 As a motor contract carrier (whether or not TSP is authorized to operate, or does operate, as a common carrier) for all shipments with an origin in the United States and shall be deemed to have been made on the Uniform Straight Bill of Lading.
    - 1.2.2 As a common carrier for all shipments having an origin in Canada and shall be subject to the federal Conditions of Carriage Regulations SOR/2005-404, pursuant to the federal Motor Vehicle Transportation Act, save and except that where such federal Conditions of Carriage as described aforesaid are in conflict with any of the terms and conditions set out in this OCA, the terms and conditions of this OCA shall prevail over any conflicting terms and conditions in said federal Conditions of Carriage Regulations.
    - 1.2.3 Sections 1.2.1 and 1.2.2 shall govern despite the bill of lading form or other shipping document that is supplied for any individual shipment.
  - 1.3 **Load Tender Form.** JBHT shall submit load tenders (hereinafter "Tender" or "Tenders") to TSP on the behalf of Customers. The transportation services provided by TSP shall be designed to meet the distinct transit, service and pricing requirements of JBHT and Customers, as set out in each Tender. The origins and destinations to be served, the commodities to be transported, and the rates and charges applicable to the transportation services shall be included in the Tender. Acceptance of the Tender and its terms shall be made by signature and return by TSP or by actual acceptance of the tendered shipment. All Tenders shall be deemed binding attachments to this OCA and shall be controlled hereby. Driving directions to or from a customer's location may be communicated to the TSP via the load tender document or other specified means. Directions are for informational purposes only. It shall be the TSP's sole responsibility to insure the directions are appropriate and JBHT makes no guarantee with respect to specified routes and the compatibility of those routes with regards to any type of equipment.
- ### 2. Relationship of the Parties.
- 2.1 **TSP Status.** TSP shall perform any and all services hereunder as an independent contractor. No provision of this OCA or any act or omission of either party shall be construed for any purpose to express or imply a joint venture, partnership, principal/agent, fiduciary, parent/subsidiary, employer/employee relationship or other such relationship implying a lack of independent operation by TSP. TSP shall provide sole supervision and liability for and shall have exclusive control over the operations of its personnel, contractors, subcontractors, and other agents, as well as any and all other vehicles, equipment and property, whether tangible or intangible, under the control of TSP. JBHT shall have no right to discipline or direct the performance of any personnel, contractors, subcontractors, and other agent of TSP. TSP agrees and warrants that it shall at no time and for no purpose represent any affiliation with JBHT other than that of an independent contractor and shall not, other than in that capacity, set itself out as having any power or authority to act on the behalf of or to bind JBHT. TSP shall at no time knowingly or willfully take any action that in any way reflects negatively on JBHT.
  - 2.2 **TSP Personnel.** TSP assumes full responsibility and liability for the payment of the following listed items and agrees to comply with the laws, and any rules and regulations promulgated thereunder, by any applicable federal, state, provincial or local jurisdiction (and, when applicable, shall provide periodic proof of such compliance): payroll taxes or contributions to taxes for unemployment insurance, old age pensions, worker's compensation, social security, or other related protection with respect to persons engaged in the performance of said transportation services. JBHT shall not be responsible for any act or omission of any personnel, contractors, subcontractors or other agents of TSP. TSP shall fully indemnify and hold JBHT harmless under the terms of indemnity, herein, for any claim brought against JBHT for any such employment obligation.

3. **Non-exclusivity.**

3.1 **OCA not Exclusive.** Unless otherwise agreed through a written amendment hereto, TSP and JBHT agree that this OCA is non-exclusive and that JBHT may utilize other Carriers to fulfill the transportation needs of the customers of JBHT. In addition, TSP shall be free to accept freight from customers other than JBHT. TSP is further notified, understands and agrees that all loads tendered are on an "as needed" basis and nothing contained herein, nor any course of dealing between the TSP and JBHT, shall guarantee any volume of any kind or constitute any commitment whatsoever to utilize the services of TSP.

4. **TSP Service Requirements.**

4.1 **Communications with JBHT.** TSP shall be responsible to give periodic updates on the status of any shipment for which it accepts tender. Such communication shall be to advise JBHT of information such as, but not limited to: TSP's arrival for loading and unloading at each stop; confirmation of completion of loading and unloading at each stop; any overage, shortage or damage information relating to cargo; notice of the location where any trailer is spotted, if JBHT or customer equipment is used; periodic check calls, and accident reporting. The method(s) TSP uses to provide such information to JBHT shall be approved by JBHT and may include: EDI, ELT, Draynet™ (a proprietary program designed by JBHT), facsimile, Internet, e-mail, telephone, or other agreed means. TSP acknowledges receipt of and agrees to follow the J.B. Hunt Cargo Claims and Accident Reporting procedures attached hereto as Attachment A.

4.2 **Covenant Not to Back Solicit.**

4.2.1 **No Back-Solicitation.** Except where mutual customers exist, TSP hereby agrees that neither it nor its independent contractors, subcontractors, owner operators or agents will, while this OCA is effective and for a period of one (1) year following termination of this OCA, directly or indirectly solicit or accept traffic from customers, shippers, or consignees initially introduced to it by JBHT or from customer-specific shipping origins and destination point-to-point lane combinations that were first tendered to TSP by JBHT (hereinafter "JBHT Traffic"). The term "mutual customers" includes any customers with whom TSP has provided transportation services within 6 months prior to TSP's execution of this OCA and who also do business with JBHT.

4.2.2 **Penalty for Breach.** If TSP, its independent contractors, subcontractors, owner operators or agents at any time while this OCA is effective or within one (1) year following termination of this OCA, directly or indirectly solicits or accepts JBHT Traffic as defined herein, JBHT shall be entitled to a commission of thirty-five (35%) of the linehaul revenue received by TSP on such JBHT Traffic.

4.3 **Prohibition Against Brokering.** Except as may be otherwise provided in this OCA or any addenda hereto, **TSP hereby agrees and acknowledges that it is strictly prohibited from using other motor carriers, or brokers, or "substituted services" for the services to be performed hereunder for JBHT and Customers.** Trip leasing shall not be allowed hereunder. Should TSP violate any of the prohibitions contained in this section, TSP agrees that it shall be fully liable for any payment due to such motor carriers or brokers or for substituted services. TSP further agrees that it shall be fully liable for any loss, damage or delay to the Commodities of JBHT's Customer(s), and any and all liabilities, losses, claims, costs, damages, and injuries (including death) incurred in transit to the same extent that TSP would be liable if it performed the transportation directly. Should TSP use other motor carriers / "substituted services" or broker out any movement tendered by JBHT, such action shall constitute a breach of this OCA. Each incident of such breach shall subject the TSP to immediate termination of this OCA, subject to the sole discretion of JBHT. Such penalty shall not be a limitation of remedies available to JBHT for any such breach.

4.4 **Hazardous Materials.**

4.4.1 All hazardous materials transported by TSP within the United States shall be transported subject to all applicable hazardous materials transportation and handling legislation and regulations which are applicable to the transportation and handling of such goods within the United States. All dangerous goods transported by TSP within Canada shall be transported subject to all applicable dangerous goods transportation and handling legislation and regulations which are applicable to the transportation and handling of such goods within Canada.

4.4.2 JBHT may tender hazardous material/dangerous goods shipments to TSP if TSP meets all requirements established in Attachment B to this OCA. TSP hereby acknowledges receipt of and agrees to be bound by the Extra Requirements for Hazardous Materials Shipments attached hereto as Attachment B. TSP shall be responsible to inspect all paperwork tendered by a shipper to insure its accuracy and the commodity being shipped. In the event JBHT tenders a load to TSP that is not designated as containing hazardous materials/dangerous goods and upon arrival at a shipper's location the TSP is informed or discovers that that shipper intends to load hazardous materials/dangerous goods, or similar other commodities for which special permits or authority is required and for which TSP has not been approved to transport for JBHT, then TSP shall be responsible to notify JBHT and to reject any such shipment. In the event TSP fails to reject a shipment containing hazardous materials/dangerous goods then TSP shall indemnify and hold JBHT harmless from all fines, penalties, claims, cleanup, environmental harm or any other associated costs that arise as a result of transporting such load.

4.4.3 If TSP properly notifies JBHT of the discovery of:

4.4.3.1 a hazardous materials shipment and can provide a current Hazardous Materials Certificate of Registration issued by the US DOT and, at its expense, insurance as required by 49 CFR 387.9; or

4.4.3.2 a dangerous goods shipment and can confirm in writing to JBHT that TSP is fully compliant with all federal and provincial transportation of dangerous goods regulations, including all insurance obligations as prescribed by federal and/or provincial regulations;

and TSP wishes to transport the hazardous material shipment, then TSP and JBHT may negotiate for such services on a load-by-load basis.

4.5 **Security Requirements.** JBHT is a participant in the Customs-Trade Partnership Against Terrorism ("C-TPAT", with U.S. Customs) and Partners in Protection ("PIP" with Canadian Customs). As such JBHT expects TSP to comply in order for JBHT to remain compliant with such programs.

4.6 **Equipment.**

4.6.1 TSP shall ensure that the transportation services shall be performed with equipment which is in good order, condition and repair and which meets with all applicable federal and state laws, rules and regulations, including but not limited to those of the DOT.

4.6.2 TSP acknowledges that JBHT deals in commodities requiring sanitary equipment that is in compliance with local, state and federal statutes and regulations. TSP agrees that it will provide only equipment which is in compliance with such statutes and regulations, and specifically agrees that no equipment will be supplied for transportation of shipments hereunder which has ever been utilized to haul garbage, industrial, municipal or residential refuse, solid or liquid hazardous waste or any similar materials.

4.7 **Receipts and Bills of Lading.** Each shipment hereunder shall be evidenced by a receipt, which shall be signed by an agent or employee of TSP and showing the kind and quantity of product received by TSP at origin, the name of TSP's employee and naming TSP as the carrier of

the shipment. Such receipt shall be presumptive evidence of TSP's receipt of such shipment in good order and condition unless the contents of such shipment are not readily observable or as may otherwise be noted on the face of such receipt. If the TSP, JBHT or Customer elects to use a bill of lading, manifest or other documents, any terms, conditions and provisions of such bill of lading, manifest or other documents shall not operate as an amendment to this OCA, but shall be subject and subordinate to the terms, conditions and provisions of this OCA and, in the event they conflict with this OCA, the terms, conditions and provisions of this OCA shall prevail and take precedence.

- 4.8 **Representations and Warranties Regarding Drivers and Equipment.** TSP represents and warrants that its drivers and equipment will meet the following requirements:
- a. Drivers will be qualified by TSP in accordance with all United States (49 CFR 391, 392 and 380 (as applicable)) and Canadian federal, state and provincial regulations as prescribed;
  - b. Drivers will have completed controlled substance and/or alcohol testing as required by United States law and regulations (49 CFR 382) for any driver service to be provided having an origin or destination in the United States;
  - c. Drivers will have no more than 3 moving violations in the past 3 years (from conviction date);
  - d. Drivers will have no impaired driving, DWI or DUI convictions in the past 5 years or a current charge pending (from conviction date);
  - e. Drivers will have no careless or reckless or dangerous driving violations in the past 5 years (from conviction date), or a current charge pending;
  - f. Drivers will have a valid CDL of the proper class with necessary endorsements;
  - g. Drivers will be properly rested and in compliance with all United States federal (49 CFR 395) or Canadian federal/provincial hours of service regulations as required;
  - h. TSP acknowledges that it satisfies its duty to monitor driver hours of service compliance in accordance with United States FMCSA, and Canadian federal and provincial hours of service regulations, as may be applicable;
  - i. Equipment provided by TSP will meet the requirements of all applicable United States federal (49 CFR 393 and 396) and Canadian federal and/or provincial regulations
  - j. Equipment provided by TSP will be in full compliance with all United States federal, and Canadian federal and/or provincial regulations, and the driver shall inspect and determine the equipment and be satisfied that the equipment is free of all defects likely to result in an accident or mechanical breakdown; and
  - k. TSP possesses all necessary authority, permits and other documents required for movement of the freight tendered.
- 4.9 **US/CANADA or US/MEXICO BORDER CROSSINGS.** The TSP in possession of a load when it crosses an international border is solely responsible for ensuring that they have proper paperwork and clearances to move the load across a border. Any penalties or fines imposed by Customs for failure to do this correctly are the responsibility of the TSP, and not JBHT.

5. **TSP Qualification**

- 5.1 **Authority.** As stated in the Recitals, TSP shall provide proof that it is duly authorized to perform the specified services it is to provide to JBHT. TSP shall not transport any tendered shipment and shall notify JBHT immediately in the event all or any part of such required authority is cancelled. If TSP performs any services for which it does not or no longer possesses proper authority, then it shall forfeit the right to payment for such services and shall hold JBHT and Customers harmless under the terms of Indemnification herein.
- 5.2 **Safety Rating.** TSP shall provide JBHT with a copy of the most recent safety rating for TSP. Unless otherwise approved, the safety rating for TSP must be Satisfactory. TSP shall immediately notify JBHT if TSP's safety rating becomes Conditional or Unsatisfactory. In the event of a Conditional or Unsatisfactory rating, JBHT may suspend all tender of all shipments until such rating is again acceptable and JBHT may exercise the right to immediate termination of the OCA
- 5.3 **Insurance.**
- 5.3.1 **Procurement.** TSP shall procure and maintain, at no cost to JBHT, and with reputable and financially responsible insurance underwriters with an AM best rating of "B+" or better, the following insurance coverages:
- 5.3.1.1 Cargo liability insurance, whether All-Risk or Broad Form, covering risks for loss of or damage to shipments, in the minimum amount not less than One Hundred Thousand Dollars (\$100,000) per shipment;
  - 5.3.1.2 Automobile liability insurance for bodily injury (including injury resulting in death) and loss of or damage to property, in the amount not less than One Million Dollars (\$1,000,000) combined single limit per occurrence, and extending to "Any Auto" or "All Owned, Hired and Non-Owned Autos." "Scheduled Autos" is acceptable providing the specific vehicle to be utilized is named on the carrier's insurance schedule.
  - 5.3.1.3 Workers' compensation insurance as required by applicable law (AM Best rating of "B" or better is acceptable for workers' compensation coverage);
  - 5.3.1.4 Any additional insurance requirements under any and all applicable United States, Canada and Mexico federal, state, provincial and local laws, regulations and rules.
- 5.3.2 **Certification.** TSP shall furnish to JBHT written certificates showing that the above insurance has been procured and is being maintained, the amount of any deductibles, self-insured retentions or the like applying to each policy, and specifying the name of the insurer, insurance underwriter, producer or issuing agency, the policy number or numbers, and the expiration date or dates. JBHT shall be a certificate holder on the policies described above and, as to each policy, in the event of cancellation or material modifications of any policy, written notice shall be given to JBHT at least thirty (30) days prior to the effective date of such cancellation or modification. Should TSP's insurance be cancelled at any time for any reason whatsoever then TSP must notify JBHT immediately and TSP shall not accept any further shipments.
- 5.3.3 **Applies to Independent Contractors.** Insurance provided by TSP hereunder shall also completely and unconditionally apply and extend to and cover losses or liabilities occasioned by any and all independent contractors, subcontractors, or owner operators of any tier utilized by TSP to transport freight tendered by JBHT. Certificates of insurance provided to JBHT shall specify such application to and coverage of such sub-/independent contractors and owner operators.
- 5.3.4 **Exclusions and Restrictions.** The coverage provided under the cargo policy and other policies required herein shall have no exclusions or restrictions of any type that would foreseeably preclude coverage relating to loss and damage claims, including reasonable cargo claims. TSP hereby agrees to provide directly to JBHT and grants permission to and requires its insurance producers and insurers to provide directly to JBHT upon JBHT's request a copy of all insurance policies of every coverage type, including a copy of all exclusions from the cargo policy. TSP's cargo insurance policies shall be primary and not contingent and shall not exclude coverage for infidelity, fraud, dishonesty, or criminal acts of TSP or of the personnel (including officers and directors), contractors, subcontractors, owner operators or other agents of TSP. If said policy contains such exclusions, TSP shall obtain and furnish a policy

extension or surety bond providing such coverage to the satisfaction of JBHT.

6. **Payment**

6.1 **Payment Terms.** TSP shall make a best effort to invoice JBHT within fourteen (14) days of a shipment's delivery. JBHT shall pay TSP for its services pursuant to the terms in the Tender, or as otherwise agreed in writing, and upon receipt by JBHT from TSP of (1) the original bill of lading or shipping order, (2) delivery receipt (such bills of lading, shipping orders and delivery receipts shall be referred to as "Shipment Documents"), (3) a copy of the Tender and (4) TSP's invoice. TSP shall write the JBHT load number on each such document for purposes of identification and cross-referencing. Failure by TSP to provide any Shipment Documents may, within the sole discretion of and to the satisfaction of JBHT, be grounds for withholding or delaying payment for services related to the subject shipment. JBHT shall have no responsibility to pay any invoice received more than one hundred eighty (180) days from the date of a shipment's delivery. The parties agree that any monies owed by JBHT to TSP may be withheld or offset by any claims or other amounts that TSP may owe to JBHT, including, but not limited to for any overpayments or payments made in error by JBHT. In addition, in the event that TSP ceases on-going operations, has its liability or cargo insurance coverages cancelled or revoked, otherwise breaches this OCA, is insolvent, files a petition in bankruptcy, or if a trustee is appointed to liquidate the assets of TSP, the parties agree that any monies owed by JBHT may be withheld and offset by any claims or other amounts that may be owed by TSP to JBHT.

6.2 **Responsibility for Payment.** TSP agrees that it shall look solely to JBHT for payment for any services rendered hereunder, and shall not, in any event whatsoever, contact the Customer, Shipper, Consignor or Consignee regarding payment of freight bills without the prior, express written consent of JBHT. In the event TSP or any of its independent contractors, subcontractors, owner operators or other agents violates this provision, then TSP shall be subject to a penalty of \$500 per occurrence.

7. **No Lien.** TSP shall have no lien and TSP hereby expressly waives its right to any lien on any cargo or other property of JBHT or its Customers. As such, TSP shall not withhold any freight due to a dispute with JBHT regarding any freight charges.

8. **Cargo Liability and Claims.**

8.1 **Liability.** TSP shall be liable to JBHT, and its Customers, as set forth in Title 49 United States Code §14706 (the Carmack Amendment) and applicable common law, for any and all loss of the shipment due to loss of or damage (injury) to cargo transported pursuant to this OCA, occurring while in the care, custody or control of TSP irrespective of where the loss, damage or delay occurs (in interstate, foreign, intrastate, domestic or trans-border commerce originating at a point in and/or destined to a point in the United States, Canada, or Mexico). Any attempt by TSP to limit their liability or amend this OCA by provisions contained in any bill of lading, delivery receipt or tariff (whether filed, published or independently determined), whether purported to be incorporated by reference into this OCA by an attachment or otherwise shall be deemed null and void.

8.2 **Claims.** JBHT shall act as the third party administrator for any claim brought by Customers. TSP hereby acknowledges receipt of and agrees to follow the J.B. Hunt Cargo Claims and Accident Reporting Procedures attached hereto as Attachment A. In the event that the receiver refuses to accept a load for delivery or any portion of a load, TSP agrees to cooperate with the JBHT in investigating and resolving the delivery of the load at issue, including, but not limited to, waiting at the receiver or other designated location until an adjuster arrives to inspect the load, the receiver is persuaded to accept the load, and/or the shipper provides other directions regarding the disposition of the load. TSP agrees to comply with any reasonable requests of JBHT, the shipper or receiver regarding the disposition of the load, including delivery of the load to another specified location. If TSP fails to cooperate, TSP shall be liable to JBHT for any additional costs or expenses incurred by JBHT in the investigation and resolution of the load at issue, including, but not limited to costs and expenses associated with employing the services of another carrier to complete delivery and disposition of the load. TSP agrees that JBHT shall be entitled to withhold and offset any such amounts against any amounts owed by JBHT to TSP. Except as specifically set forth to the contrary herein, all claims for overage, shortage, loss and damage and any salvage arising therefrom shall be submitted to TSP and handled and processed in accordance with 49 CFR Part 370. TSP shall acknowledge receipt of all such claims within thirty (30) days, and shall settle all claims within (120) days of receipt.

8.3 **Salvage.** In the event branded or labeled goods are damaged, JBHT (in conjunction with Customer) may determine, in its sole discretion, whether the goods may be salvaged and, if salvageable, the value of such salvage. TSP shall not sell, otherwise dispose of, or permit the sale, disposal or salvage of any goods bearing any trade name, trademark, logo or service mark without first obtaining the written consent of JBHT and then removing all such trade names, trademarks, logos or service marks prior to such sale or disposal.

8.4 **Time Limits.** Except as otherwise set out in this Article 8, the time limits for filing of loss and damage claims, and time limits for filing any action at law for disallowance of claims, shall be governed with respect to shipments originating in the United States by the provisions contained in 49 U.S.C. Sections 14705 & 14706; and with respect to shipments originating in Canada, notice of the loss, damage or delay setting out particulars of the origin, destination and date of shipment of the goods and the estimated amount claimed in respect of such loss, damage or delay is given in writing to the originating carrier or the delivering carrier within nine months after the date of shipment. The time limit for filing any action at law for disallowance of a claim on a shipment originating in Canada shall be governed by the applicable provincial limitation of actions legislation of the province in which the shipment originated.

9. **Undercharge and Overcharge Claims.** Except as otherwise expressly provided for herein, all claims for overcharge, undercharge and duplicate payment shall be processed as provided in 49 C.F.R. Part 378. The time for filing of initial claims for alleged undercharges, overcharges or duplicate payments under the terms of this OCA shall be one hundred and eighty (180) days from the date of receipt of the original invoice containing such disputed charges. Failure to file a claim challenging initial charges within said one hundred and eighty (180) day period shall forever bar any action at law for recovery of the same. Any action at law by either party to collect alleged undercharges or overcharges under the terms of this OCA shall be commenced not later than eighteen (18) months after delivery of the shipment. Expiration of said eighteen (18) month term shall be a complete and absolute defense against any such claim, regardless of any extenuating or mitigating circumstances or excuses of any nature whatsoever.

10. **Indemnity**

10.1 **Terms.** TSP shall defend, indemnify and hold JBHT and its Customers ("Indemnitee(s)") harmless from all fines, costs, penalties, liabilities and claims of every kind, including attorneys' fees, costs of suit, settlements, judgments, and all other expenses to which JBHT or its Customers may be subjected on account of bodily injury to persons (including injury resulting in death) and loss of or damage to any property whatsoever (including cargo), violation of Law, or any other claim arising out of or in connection with the transportation of property under this OCA by TSP or the personnel, contractors, subcontractors or any other agent of TSP. TSP's obligation to defend, indemnify and hold JBHT and its Customers harmless under this provision shall not in any manner be subject to any limitation on the amount or types of damages, compensation or benefits payable by TSP or the contractors, subcontractors or other agents of TSP under applicable worker's compensation acts, disability benefit acts or other employee benefit acts, and TSP hereby specifically waives, and shall cause its independent



contractors, subcontractors, and owner operators to waive any immunity any of them may have under such acts. JBHT shall defend, indemnify and hold harmless from all fines, costs, penalties, liabilities and claims of every kind including attorney's fees, costs of suit, settlements, judgments, and all other expenses to which TSP may be subjected on account of bodily injury to persons (including injury resulting in death) and loss of or damage to any property whatsoever (including cargo), violation of law, or any other claim caused by the sole gross negligence or intention wrongful acts or omissions of JBHT.

10.2 **Notice of Claims** JBHT shall give TSP notice of any claim or suit coming within the purview of the foregoing indemnity. TSP will assume the defense of any claim, demand or action against an Indemnatee and will, upon the request of the Indemnatee, allow the Indemnatee to participate in the defense thereof, such participation to be at the expense of the Indemnatee. Termination of this OCA shall not affect the continuing obligations of TSP hereunder with respect to those acts, breaches, failures or omissions falling within the purview of the foregoing indemnity and which shall have occurred prior to such termination.

11. **Compliance with Laws.** With respect to the transportation services provided herein, TSP shall comply, and cause its independent contractors, subcontractors, or owner operators to comply, with all applicable Federal, state and local laws, rules, regulations and ordinances, including, but not limited to all rules and regulations promulgated by the United States DOT and all other United States or Canadian federal, state or provincial agencies and departments having jurisdiction over the transportation services to be performed. TSP shall defend, indemnify, and hold JBHT and its Customers harmless from and against any and all fines, penalties, judgments, liabilities, expenses and costs of any nature whatsoever arising or resulting from TSP's or its independent contractors, subcontractors, or owner operators' failure to comply with all such laws, rules, regulations and ordinances.

12. **Force Majeure.** Non-performance caused by acts of God or government, fire, riots, wars, strikes, labor disturbances, major snow storms, natural catastrophes, or other circumstances beyond the control of the Parties shall be excused to long as the hindrance to performance exists. TSP will notify JBHT immediately upon incurring any Force Majeure condition which prevents their performance under this OCA.

13. **Notices.** Any notice required by this OCA shall be in writing and sent via certified mail, return receipt requested or by overnight courier to:

CARRIER:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_

JBHT:

J.B. Hunt Transport, Inc.

615 J.B. Hunt Corporate Dr

P.O. Box 130

Lowell, AR 72745

Attn: Sr. VP Legal & Litigation, General Counsel

14. **Term/Termination.** The term of this OCA shall begin on the last date it is executed by either of the parties or the acceptance of TSP of any Tender from JBHT pursuant to this OCA, whichever occurs first, and shall continue for a term of one year. The OCA shall be renewed automatically from year to year thereafter. Provided, however, that either party may terminate this OCA at any time during the initial term or any renewal term by giving the other party no less than thirty (30) days prior written notice. Termination of this OCA shall also constitute termination of any Amendment hereto. The obligations reflected in paragraphs 4.2, 6, 8, 9, 10 and 13 shall survive the termination of this OCA.

15. **Choice of Law and Forum/Savings Clause/English Language.** This OCA and any addenda and any conflict arising thereunder shall be subject to all applicable United States federal law and the laws of the State of Arkansas, without regard to its conflict of law rules. The parties agree that for all claims personal jurisdiction and venue shall be in the State of Arkansas and TSP agrees to waive any and all objections thereto. If any part of this OCA is deemed to be in violation of any law, such part shall be severed from this OCA and the remaining provisions of the OCA shall continue in full force and effect. TSP and JBHT confirm that it is their express wish that this OCA and all documents related to this OCA be drafted in English only. *Les parties aux présentes confirment qu'ils ont exigés que la présente convention de même que tous les documents s'y rattachant soient rédigées en anglais seulement.* If any translation of this OCA is made, the English language version shall, where conflicts or ambiguities arise due to such translation, govern.

16. **Confidentiality.** TSP acknowledges that any and all information emanating from JBHT's or its Customer's business, in any form, including any compilations or otherwise nonpublic information is "Confidential Information" and TSP shall not, during or after the term of the Agreement for five years, permit the duplication, use or disclosure of any such Confidential Information to any person (other than its own employees, agent or representative who must have such information for the performance of its obligations hereunder), unless such duplication, use or disclosure is specifically authorized by JBHT or its Customer. TSP shall be responsible for any unauthorized disclosure made by any of its employees, agents, or representatives and shall take reasonable precautions to prevent such disclosures. TSP acknowledges that the unauthorized disclosure or use of JBHT's or its Customer's Confidential Information would cause irreparable harm, the degree of, which may be difficult to ascertain. Accordingly, TSP agrees that JBHT or its Customer will as a matter of right be entitled to obtain an immediate injunction, without posting of bond, enjoining any actual or proposed breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.

This OCA is executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. By doing so, each signatory represents that it has been or is specifically authorized to execute contracts on behalf of the entity they represent.

**CARRIER:**

Sign: \_\_\_\_\_

Name: \_\_\_\_\_

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

**JBHT:**

Sign: \_\_\_\_\_

Name: Eric McGee

Title: EVP Highway Services

**ATTACHMENT A TO OCA**  
**J.B. HUNT CARGO CLAIMS AND ACCIDENT REPORTING PROCEDURES**

**I. ACCIDENTS**

All accidents/events, meeting the criteria outlined below, should be reporting to J.B. Hunt's safety/claims department (1-800-723-9029). The phones are staffed 24 hours per day 365 days per year. All reportable accidents/events should be reported to the safety/claims office within 2 hours of the occurrence. The only exception to that requirement is an accident/event that results in a fatality and that should be reported immediately.

Any accident/event that could potentially result in cargo damage

Any accident/event that results in a fatality

Any accident/event that results in a serious injury (defined as any life altering or life threatening injury). Examples of these would include but not necessarily be limited to amputations, loss of bodily functions, loss of eyesight, etc.

Any accident/event expected to result in losses totaling more than \$50,000

Any accident/event involving J.B. Hunt equipment (i.e. trailers or containers)

Any accident/event involving J.B. Hunt employees. (i.e. spotters)

**II. CARGO CLAIMS**

**Loss and Damage**

Cargo claims, whether they are caused by shortage or damage, are an expense that can be reduced with your assistance. Call JBHT Cargo Claims (OS&D Dept.) from the shipping or receiving dock, or anywhere in transit, when you have cargo damage, overage, shortage, or other discrepancy. JBHT Cargo (OS&D) can be reached at **800-723-7106** 24 hours per day, 7 days per week, 365 days per year.

Each load has its own JBHT load number, which is to be shown on all paperwork. It is to be placed in the top right hand corner of the Bill of Lading, or as close as possible to the top right hand corner.

**When to Call**

1. *Anytime there is an exception at the time of delivery; overage, shortage, damage, or simply seal exception.*
2. If a shipper refuses to seal the load or place the seal number on the paperwork.
3. Anytime during transit, while doing your regular equipment checks, if you notice a seal has been broken, or compromised.
4. When picking up a unit at a rail yard, call in if you see a different seal number than what is on the bills, or if you see any trailer damage. PLEASE MAKE SURE that you note these exceptions on the rail outgate report, as well as reporting to the rail police.
5. When picking up a unit at a drop yard, call in if seal is different than what is on the BOL, or if seal is missing.
6. Anytime there is any kind of mishap during transit that could affect cargo, such as an accident or incident.

If the cargo to be loaded is in poor condition or the count is wrong, tell the shipper. If a disagreement occurs, call JBHT Cargo/OS&D before loading or signing for the load. \*One important item to note is that these loads are being booked with JBHT Transport. As such, the Bill of Lading MAY list JBHT as the carrier, but that is incorrect. The carrier picking up the load should ensure that the proper carrier name and/or SCAC are listed on all BOL copies.

**Steps to Take to Avoid Cargo Claims**

1. **Shipper Load and Driver Count (SLDC)**: Check condition and count. It will take longer to ensure an accurate count, but take your time! Have the shipper seal the load and note the correct seal number on all copies of Bill of Lading.
2. **Shipper Load and Count (SLC)**: Be sure bills of lading show correct seal number and Shipper's responsibility by the statement "Shipper's Load and Count, or SLC".
3. **Driver Loads and Counts (DLC)**: Driver responsible for the cargo count, as well as ensuring proper loading, blocking, and bracing of the load for transit.
4. **Driver Unload (DU)**: Always break the seal in presence of receiver and have him/her sign "Seal # \_\_\_\_ intact" on BOL.
5. **Receiver Unload/Driver Assist (RUDA)**: If any damages, shortages, or overages are noted, call OSD at 800-723-7106 immediately before leaving the receiver.
6. **Receiver Unload (RU)**: When dropping a trailer, have the receiver, or receiver's agent, sign "Seal# \_\_\_\_ intact" on the BOL. If a Live unload, and any damages, shortages, or overages occur, call OSD immediately before leaving the receiver.

If a load shifts during transit and has to be corrected, the TSP in possession of the load at the time the load shift is discovered is responsible for any fees to get the load corrected. The Claims OS&D group can help the TSP find a vendor to help with this, but the TSP will be billed, not JBHT. The same will be true for instances of correcting overweight trailers, or transloading freight because of equipment problems.

**III. CARGO SECURITY**

TSP shall comply with generally accepted industry standards regarding cargo security and TSP's insurance policy requirements.

**ATTACHMENT B TO OCA**  
**EXTRA REQUIREMENTS FOR HAZARDOUS MATERIALS SHIPMENTS**

For any shipment arranged by JBHT to be transported by TSP involving the transportation of hazardous materials, the parties agree the following provisions shall apply, in addition to provisions in the OCA to which this Appendix is attached:

1. TSP represents and warrants that it holds all Federal and/or state permits and registrations necessary to transport hazardous materials and that its operation is in full compliance with provincial transportation for dangerous goods legislation and regulations necessary to permit TSP to transport dangerous goods. TSP shall provide JBHT copies of all appropriate documents upon JBHT's request.
2. TSP shall immediately notify JBHT of (a) any revocation or suspension of its permits and registrations described in section 1, above, and of (b) any change in its USDOT or NSC safety rating.
3. TSP also represents and warrants all of its drivers shall be, at the time they transport any hazardous material shipment, (a) properly trained under Federal and state laws, including, as example, 49 CFR §§172.700 and 177.800, and all provincial laws prescribed in the Federal and/or provincial transportation of dangerous goods legislation and regulations, and (b) have the proper endorsements on their Commercial Driver's License to transport such shipments.
4. TSP shall comply with all Federal, state, provincial, and local laws regarding the transportation of hazardous materials/dangerous goods, including, as example, 49 CFR Parts 172 and 397.
5. If TSP is tendered a shipment of hazardous materials it must maintain, at a minimum \$1 million (\$US) liability coverage under 49 CFR §387.9 and \$2 million (\$CDN) liability coverage. TSP shall ensure that it procures and maintains, at its sole expense, public liability and property damage insurance from a reputable and financially responsible insurance company insuring TSP for at least \$1 million United States and \$2million (\$CDN) per occurrence. Such insurance shall name TSP and JBHT as insureds for any and all liabilities for personal injuries (including death) and property damage, including environmental damage due to the release of a hazardous substance and/or hazardous/dangerous material, arising out of or in any way related to TSP's transportation operation. As evidence of this coverage, TSP shall provide JBHT a copy of the proper hazardous materials/dangerous goods endorsement evidencing such coverage.

## **HOLD HARMLESS COVENANT FOR WORKERS' COMPENSATION**

**This Hold Harmless Covenant for Workers' Compensation** (hereinafter referred to as "Agreement") is made by \_\_\_\_\_, whose principal office is located at \_\_\_\_\_ (hereinafter known as "Carrier") to J.B. Hunt Transport, Inc., whose principal office is located at 615 J.B. Hunt Corporate Drive, Lowell, AR 72745, (hereinafter known as "JBHT") (collectively referred to as the "Parties").

Carrier represents and warrants that it maintains workers' compensation as required by applicable provincial law, or shall maintain such workers' compensation insurance as is the equivalent or better than applicable provincial law.

Carrier hereby agrees that it will assume full and complete responsibility for compensation of any and all injuries, illnesses and deaths occurring to any of its employees arising out of or in connection with the transportation services provided under the terms of the Outsource Carriage Agreement ("OCA" between the Parties).

Carrier agrees that it shall fully indemnify, hold harmless and defend JBHT from and against all fines, costs, penalties, liabilities, losses, premiums, and claims of every kind, including attorneys' fees, costs of suit, settlements, judgments, and all other expenses to which JBHT or its Customers may be subjected (a) on account of any bodily injury, illness or death occurring to any of its employees, contractors, subcontractors, independent operators or their employees or any agent of Carrier arising out of or in connection with the transportation services provided under the terms of the OCA or (b) any failure to register with the applicable provincial workers' compensation authority, failure to file premium remittance forms and reconciliation forms, to pay all premiums owing to the workers compensation authority or to otherwise comply with applicable provincial law.

Further, Carrier shall defend, indemnify and hold JBHT harmless for all damages of any kind whatsoever that arise from any misrepresentation, change in status or revocation of Carrier's representation and warranties regarding exemption, coverage and/or its authority and stability to self-insure.

All terms of the OCA remain in full force and effect and shall be interpreted so as to supplement and compliment the terms of this Agreement as needed to afford the Company the greatest protection possible.

This Hold Harmless Covenant for Workers' Compensation is executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and the person signing represents that he/she has been or is specifically authorized to execute this document on behalf of Carrier.

### **CARRIER:**

Sign: \_\_\_\_\_

Name: \_\_\_\_\_

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

## **ADDENDUM A TO CANADIAN OUTSOURCE CARRIAGE AGREEMENT (“OCA”)**

### **Anti-Bribery and Anti-Corruption Compliance Provisions**

#### **1.0 Definitions**

For purposes of this Addendum A, the following definitions apply:

“**FCPA**” refers to the U.S. Foreign Corrupt Practices Act (15 U.S.C. Section 78dd-1, *et. seq.*). The FCPA makes it unlawful for JBHT or anyone acting on its behalf to offer, pay, promise, or authorize to pay any money, gift, or anything of value directly or indirectly to any Public Official with the intent of causing the Public Official to misuse such official’s position to obtain or retain business or to secure an improper business advantage for JBHT or one of its subsidiaries or affiliates.

“**Anti-Corruption Laws**” mean, collectively, (i) the FCPA and (ii) all other applicable U.S., local, or international laws, regulations, orders, judicial decisions, conventions and international financial institution rules regarding corruption, bribery, ethical business conduct, money laundering, political contributions, gifts and gratuities, or lawful expenses to public officials and private persons, agency relationships, commissions, lobbying, books and records, and financial controls.

“**Public Official**” means: (i) any officer, employee, agent, or representative of any government or military, or any department, agency, corporate entity, instrumentality, or political subdivision of any government or military; (ii) any officer, employee, agent, or representative of any company or entity owned or controlled, in whole or in part, by a government, state, or political party; (iii) any official of a foreign political party or any candidate for foreign political office; or (iv) any officer, employee, agent, or representative of any public international organization.

#### **2.0 Acknowledgment**

**2.1** Anti-Corruption Laws make it unlawful for JBHT or anyone acting on its behalf – including but not limited to CARRIER – to offer, pay, promise, or authorize to pay any money, gift, or anything of value directly or indirectly to any Public Official with the intent of causing the Public Official to misuse such official’s position to obtain or retain business or to secure an improper business advantage for JBHT or one of its subsidiaries or affiliates. CARRIER acknowledges and confirms its understanding of the FCPA and the applicable Anti-Corruption Laws of the United States and jurisdictions in which CARRIER may conduct business pursuant to the OCA, and CARRIER agrees to comply with the Anti-Corruption Laws and not to take or fail to take any action that might, in any way cause, JBHT and/or its subsidiaries or affiliates to be in violation of the Anti-Corruption Laws.

**2.2.** CARRIER acknowledges receipt of copies of, and confirms its understanding of, the FCPA and JBHT’s Anti-Bribery Policy.

#### **3.0 Representations, Warranties, and Covenants by CARRIER**

In addition to other representations, warranties, and covenants made by CARRIER in the OCA, CARRIER hereby represents, warrants, and covenants that:

- 3.1** CARRIER has not, and covenants and agrees that it will not, in connection with the transactions contemplated by the OCA or in connection with any other business transactions involving JBHT, make or promise to make any payment or transfer of anything of value, directly or indirectly, to any Public Official with the intent of causing the Public Official to misuse such official's position to obtain or retain business for JBHT or any of its subsidiaries or affiliates or for any other improper purpose that advantages JBHT. It is the intent of the Parties that no payments or transfers of value will be made which have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.
- 3.2** CARRIER will take all reasonable steps to ensure that no part of any payment, compensation, reimbursement, or fee paid by CARRIER pursuant to this OCA or otherwise will be used, directly or indirectly, as a corrupt payment, gratuity, emolument, bribe, kickback, or other improper benefit to a Public Official.
- 3.3** CARRIER represents and warrants to JBHT that no ownership interest, direct or indirect, in CARRIER or in the contractual relationship established by the OCA is held or controlled by any Public Official. CARRIER further agrees that it must notify JBHT immediately in writing if, during the term of this OCA, a Public Official acquires an interest of any sort or nature, direct or indirect, in CARRIER or in the OCA.
- 3.4** If CARRIER learns or has reason to know of: (i) any payment, offer, or agreement to make a payment to a Public Official for the purpose of obtaining or retaining business or to secure an improper advantage for JBHT under the OCA or otherwise, or (ii) any other development during the term of the OCA that in any way makes inaccurate or incomplete the representations, warranties, and certifications of CARRIER hereunder given or at any time during the term of the OCA, relating to the Anti-Corruption Laws, CARRIER must immediately advise JBHT in writing of such knowledge or suspicion and the entire basis known to CARRIER.
- 3.5** In the event that JBHT has a reasonable basis to believe that CARRIER has taken or failed to take any action that may subject JBHT or its subsidiaries or affiliates to liability under the Anti-Corruption Laws, CARRIER agrees that JBHT has the right, upon written notice to CARRIER, to conduct an investigation and audit of CARRIER to determine to JBHT's reasonable satisfaction whether or not any actions or failures to act on behalf of CARRIER may subject JBHT to liability under the Anti-Corruption Laws. CARRIER agrees to cooperate fully with such investigation, the scope, method, nature, and duration of which will be at the sole reasonable discretion of JBHT.
- 3.6** Notwithstanding any other provision of the OCA, to the extent permitted by applicable law, the OCA will terminate immediately and without notice and will become null and void without effect, or further liability or obligation on the part of JBHT if CARRIER violates any representation, warranty, or covenant in this Addendum A relating to compliance with the Anti-Corruption Laws or if JBHT has a reasonable belief, whether or not it has conducted an investigation, that CARRIER has acted in any way that may subject JBHT to liability under Anti-Corruption Laws; and in either case all payments, if any, made by the JBHT to CARRIER will be immediately refunded and no further amounts will be due to CARRIER.
- 3.7** In the event that JBHT concludes, in its sole opinion, in good faith, that CARRIER has violated an Anti-Corruption Law, JBHT may disclose the violations to any relevant

governmental authority, including, but not limited to, the U.S. Department of Justice or the U.S. Securities and Exchange Commission.

- 3.8** In connection with JBHT's selection of CARRIER, CARRIER provided JBHT with certain information and executed a Due Diligence Questionnaire (collectively, the "Due Diligence Information"). CARRIER represents and warrants to JBHT that the Due Diligence Information provided by CARRIER is accurate and complete, and contains no inaccuracies, misstatements, or omissions that would render any of the representations or warranties of CARRIER under this OCA incomplete or inaccurate in any material respect. CARRIER expressly understands that in entering into the OCA, JBHT is relying upon the accuracy and completeness of the Due Diligence Information provided by CARRIER and expects that CARRIER will maintain its ethical conduct and avoid any action or failure to act that might result in JBHT being subject to liability for a violation of the Anti-Corruption Laws.

- 3.9** CARRIER agrees that, at the periodic request of JBHT, CARRIER will provide JBHT with a certification in the form hereto attached as "*Certification of Compliance with the Foreign Corrupt Practice Act (FCPA) and J.B. Hunt's Anti-Bribery & Anti-Corruption Policy.*"

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Signature

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Date

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Name (Please Print)

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Title/Position

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Company Name ("CARRIER")

**CERTIFICATION OF COMPLIANCE WITH THE  
FOREIGN CORRUPT PRACTICES ACT (FCPA) AND  
J.B. HUNT'S ANTI-BRIBERY & ANTI-CORRUPTION (ABAC) POLICY**

I, on behalf of CARRIER, and after reasonable inquiry, hereby certify that:

1. CARRIER is presently in compliance with the FCPA and JBHT's ABAC Policy with respect to all agreements or matters relating to JBHT.
2. Except as explained below, CARRIER has no knowledge or information of any violations of the FCPA or JBHT's ABAC Policy with respect to the OCA or any other agreements or matters relating to JBHT.

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3. CARRIER is and will continue to be responsible for assuring that the FCPA and JBHT's ABAC Policy are understood and followed by directors, officers, employees, and agents of CARRIER who are involved with or otherwise engaged on matters relating to JBHT.
4. CARRIER will continue to comply with the FCPA and J.B. Hunt's ABAC Policy in the course of carrying out its contractual obligations or other matters relating to JBHT.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Title/Position

\_\_\_\_\_  
Company Name ("CARRIER")