



Dear Carrier, Broker or 3PL:

For consideration as a carrier, broker or 3PL for J. R. Simplot Company, the following information is required. If your company is non-asset based, not all information will be applicable; please complete/provide only those items that pertain to your company.

- Motor Carrier, broker or 3PL Qualification Survey
- Equipment Fleet Sheet (**owned fleet or fleet you have access to should be listed**)
- Transportation Agreement
- ACH Authorization Form
- W-9 and/or W 8BEN-E form (**most current published version required**)
- General Safety Regulations and Progressive Discipline Policy for Carrier, broker or 3PL form
- Transportation Security Plan Regulations form (applicable hazmat carriers, brokers and 3PL's only)

Please complete, sign and return these documents to: AB.Truck@simplot.com , or submit by US Mail:

J. R. Simplot Company
AgriBusiness Transportation
P.O. Box 70013
Boise, ID 83707

The following information is included for your records and does not need returned:

- Automated Clearing House (ACH) letter
- Auto-pay letter
- Simplot Contact List
- Fuel surcharge letter and matrix
- Personal Protective Equipment Notice
- General Safety Regulations for Carrier, broker or 3PL Notice
- Clean Truck Letter
- FSMA Letter
- Delay Time Policy Letter

The safety of your drivers is of paramount concern for J. R. Simplot Company. To avoid any accidents and injuries, all truck drivers who exit the cab of their truck while loading or who must exit the cab of their truck to secure truck/trailer equipment (tarps, hoses, etc.) must be clothed with full-length pants and long sleeve shirt. Closed-toed and heel shoes/boots required. No open toed shoes such as sandals permitted. A hard hat and safety glasses with the side shields are also required. Additional personal protective equipment is required in some areas. We appreciate your cooperation in reviewing with your drivers.

Thank you for your interest in providing transportation services to J. R. Simplot Company. If you have any questions, please feel free to contact our Truck Team at AB.Truck@simplot.com.

Sincerely,

J. R. Simplot Company
Agribusiness Transportation
AB.Truck@simplot.com



**J. R. SIMPLOT COMPANY
MOTOR CARRIER, BROKER AND 3PL QUALIFICATION SURVEY**

J. R. Simplot Company requires all motor carriers, brokers and 3PL's to provide the information requested below in order to be approved to haul for the Company. The information determines if a carrier, broker or 3PL's meets the minimum standards established by the Company. This document outlines transportation terms and conditions for potential carriers, brokers and 3PL's. After a carrier, broker or 3PL successfully meets the Company's qualification criteria and executes an agreement, the company will add the carrier, broker or 3PL to the Approved List for potential use. The company utilizes only carriers, brokers and 3PL's on the Approved List. **ALL** questions need answered and **ALL** required supporting documentation provided.

1. Company name: _____ DUNS number: _____
(If a subsidiary or affiliate of any other Company list parent company name: _____)
2. Mailing address: _____
(Street or PO Box, City, State, Zip)
3. Office address (if different than mailing address): _____
(Street or PO Box, City, State, Zip)
4. Web address of your home page (if applicable): _____
5. Email address(s) (Rate Quotes/Company Inquires): _____
6. Phone Number(s) (Rate Quotes/Company Inquires): _____
7. Preferred Method of Ship Tenders FAX EMAIL
8. Fax/Email (Receipt of Ship Tenders): _____
9. Telephone number: (Area Code/Number) _____ FAX (Area Code/Number): _____
10. Who is the principal contact at your headquarters? _____
11. What type of transportation provider is your company? Asset Based (Own Trailers) Brokerage 3PL Other: _____
12. Does your company offer drayage services? Yes No
13. Does your company offer less than truckload services? Yes No
14. Check the countries in which you hold authority (load/delivery options): Canada Mexico United States
a. If delivering to/from Canada or Mexico from United States, is this only available via cross border delivery? Yes No
15. What interstate authority do you hold: Contract Common Describe limits: _____
16. Check states in which you hold intrastate authority (load/delivery options): AL AZ AR CA CO CT DE FL GA ID IL IN IA KS
KY LA ME MD MA MI MN MS MO MT NE NV NH NJ NM NY NC ND OH OK OR PA RI SC SD
TN TX UT VT VA WA WV WI WY Western 11 States 48 States
17. What is your USDOT number? _____ Your MC number? _____ SCAC code? _____
18. Has your company or any predecessor company filed for bankruptcy? Yes No
19. Are you a corporation? Yes No ... In what state are you incorporated: _____
20. Do you haul hazardous materials? Yes No
a. Do you haul Molten Sulfur? Yes No
b. Do you haul NH3 (Ammonia)? Yes No
c. Do you have a Transportation Security Plan in place? Yes No
21. Please submit a copy of your current Motor Carrier Safety Measurement system (SMS) BASIC score.
22. Do you have a current and routinely maintain a Driver Qualification File? Yes No



EQUIPMENT: Please insert numbers of the below unit types in your fleet or indicate with a check mark the trailers you have access to:

| TRACTORS: | w/satellite or cell phone tracking | | w/o satellite or cell phone tracking | |
|-----------------|------------------------------------|-----------------|--------------------------------------|-----------------|
| | 3-axle | 4 or more axles | 3-axle | 4 or more axles |
| Company-owned | | | | |
| Owner operators | | | | |

| DRY BULK TRAILERS: | 2-axle | 3 or more axles |
|--------------------|--------|-----------------|
| Belt or chain flap | | |
| Bottom dump/hopper | | |
| End dump | | |
| Side dump | | |
| Pneumatic | | |
| Walking floor | | |

| LIQUID BULK TRAILERS: | 2-axle | 3 or more axles |
|------------------------------------|--------|-----------------|
| Chemical tanks DOT 406/407 | | |
| Compressed gas MC 330/331 | | |
| Corrosive (acid) tanks DOT 411/412 | | |
| Other non-spec tank Trailers | | |
| Food grade | | |

| OTHER TRAILERS: | 2-axle | 3-axle | 4 or more axles |
|-------------------------|--------|--------|-----------------|
| Container chassis | | | |
| Dry Van | | | |
| Flatbeds | | | |
| Flatbed (with Forklift) | | | |
| Refrigerated | | | |
| Other (list) | | | |

REQUIRED ATTACHMENTS:

- ✓ Copy of your interstate operating authority
- ✓ Copy of your liability, cargo, and workmen's compensation insurance certificates (for use until your insurance company provides originals)
- ✓ Copy of your hazardous material certificate (hazmat carriers, brokers and 3PL's only)
- ✓ Copy of your DOT safety rating notice (if rated)

WHEN COMPLETE, PLEASE RETURN THIS SURVEY ALONG WITH ALL REQUESTED DOCUMENTS TO:

J. R. SIMPLOT COMPANY
Agribusiness Transportation
P. O Box 70013

PLEASE COMMENT ON ANY SPECIAL SERVICES YOUR COMPANY CAN PERFORM, ANY LIMITATIONS, ANY RESTRICTIONS OF YOUR AUTHORITY, AND/OR PREFERRED GEOGRAPHIC TERRITORY (ATTACH SEPARATE SHEET)

SIGNATURE OF PERSON COMPLETING FORM

Signature: _____

Printed/Typed Name: _____

Title: _____

Date: _____



TRANSPORTATION AGREEMENT

This Agreement made and entered into this _____ day of _____, 20____ by and between J. R. Simplot Company, P.O. Box 70013, Boise, ID, 83707, "Shipper" herein and _____ " carrier, broker or 3PL " herein.

RECITAL:

WHEREAS, Shipper has, from time to time, certain commodities that need transporting;

WHEREAS, Carriers, brokers and 3PL's have or arrange the equipment, personnel, trucks and permits necessary for the purposes of this Agreement; and

WHEREAS, Simplot desires to contract with and engage Carriers, brokers and 3PL's as an independent contractor for the purposes set forth below.

NOW THEREFORE IT IS AGREED:

- 1. Purpose.** Carriers, brokers and 3PL's agree to transport or arrange transportation and deliver commodities in a reasonably expeditious manner in accordance with the shipping instructions issued by Shipper, and to have its driver(s) assist in the loading and unloading of all commodities tendered to it by Shipper under the terms and conditions hereinafter set forth. Carriers, brokers and 3PL's represent and warrant that Carriers, brokers and 3PL's own, lease, or has rights to use its trucks, trailers, and equipment (referred to as "Vehicles") and has the necessary licenses, permits or other requirements necessary to operate such Vehicles in accordance with all laws and regulation.
- 2. Rates.** In the event of duplicating authority and a conflict between contract and tariff rates, contract rates take precedence. Verbal rate quotes must be set in writing according to Section 3 of this Agreement. In the event a verbal rate quote is not set in writing, Carriers, brokers and 3PL's agree to apply the verbally quoted rate until changed in writing.
- 3. Rate Changes.** Commodities are to be transported at rates quoted in writing by Carrier, broker or 3PL to Shipper. Rates quoted by Carriers, brokers and 3PL's may be deleted/revised with (15) days written notice to the Shipper. Adding rates without advanced notice are required to be set in writing within (5) days of the day quoted and made effective.
- 4. Insurance.** Carriers, brokers and 3PL's shall procure and maintain through the duration of this Agreement, and provide Simplot with a certificate of insurance evidencing a policy that meets or exceeds the requirements set for in **Exhibit A**.



5. Terms and Conditions. Carriers, brokers or 3PL agrees to transport commodities subject to the terms and agreements of this Agreement and the terms specified on the back of a standard Uniform Bill of Lading (49 CFR Part 1035).

6. Licenses, Permits, and Safe Operation. Carrier, broker or 3PL agrees to comply with all federal, state and local laws, rules, regulations and conditions governing its activities hereunder, secure all permits, licenses, and certificates required by law at Carrier, broker or 3PL's expense. Carrier, broker or 3PL further agree that all Vehicles which are subject to this Agreement shall at all times be maintained and operated by Carriers in a safe manner, and will be kept in such condition at all times to meet all safety rules and regulations and all other maintenance and operational rules and regulations.

7. Indemnification. Carrier, broker or 3PL shall indemnify and hold harmless Shipper and its officers, directors, shareholders, agents, and employees from and against all loss, damage, expense (including court costs and attorney's fees), actions, and claims for injury to persons (including injury resulting in death) and damage to property to the extent arising out of or resulting from any act or omission of Carrier, broker or 3PL, its agents or employees that is connected in any way with the transportation services performed under this Agreement. Carrier, broker or 3PL shall also indemnify and hold harmless Shipper from and against any and all claims, damages, lawsuits, judgments, and expenses (including court costs and attorney's fees) for property damage, bodily injury, or death, made by or on behalf of Carrier, broker or 3PL's agents or employees as a result of such persons being on Shipper's premises, except to the extent that such property damage, bodily injury, or death arises out of or results from a negligent act or omission of Simplot, its agents or employees.

8. Independent Contractor. Nothing contained herein shall be constructed in such a manner as to deem the relationship between the Parties as that of principal-agent, master-servant, partners, or joint ventures. Rather, Carrier, broker or 3PL will be responsible for its own conduct and the employment, control, compensation and conduct of its agents and employees, and for any injury to such agents or employees or to others through its agents and employees. Carrier, broker or 3PL will hire and provide and supervise and pay its employees and any and all personnel required to perform the purposes of this Agreement. Carriers, brokers and 3PL's are an independent contractor and have no authority to make binding commitments for or on behalf of Shipper, and each Party shall be solely responsible for the acts and omissions of its own employees and agents and shall further be responsible for all wages, salaries, social security, unemployment insurance, and all other obligations, whether compulsory or in the nature of fringe benefits, due its own employees and agents.

9. Sub-Hauler Bonds. Carriers, brokers and 3PL's shall file a copy of its Sub-Hauler Bond, if Carrier, broker or 3PL uses sub-haulers, and always maintain a current copy of it with Shipper.

10. Reporting. Carrier, broker or 3PL will instruct and train its drivers, all other employees, all owner-operators; all lease drivers and/or sub-haulers in the proper method of reporting accidents, spills or any other incidents as prescribed by the U.S. Department of Transportation, and local Highway Patrol. Adequate insurance in excess of basic insurance described in Section 4, above, as required by appropriate federal or state statute, will always be maintained by hazardous material Carrier, broker or 3PL.



11. Personal Protective Equipment. Carrier, broker or 3PL will insure that all employees of Carrier, broker or 3PL will have in their possession the same personal safety equipment required by Shipper for its own employees performing similar duties, including but not limited to safety glasses, hard hats, respirators, protective clothing, safety vests, face shields, and gloves.

12. Non-Exclusive. This Agreement is not exclusive. Carrier, broker or 3PL may perform the service stated herein for multiple third parties, and the general public; and Shipper may procure the services stated herein from multiple third parties. In the event Carrier, broker or 3PL fails to render service satisfactory to Shipper and/or its customers, Shipper reserves the right to utilize other Carriers, brokers and 3PL's necessary to insure prompt and efficient service to its customers. Nothing contained herein or otherwise shall obligate Shipper to provide Carrier, broker or 3PL with a minimum number of hauls during the term hereof.

13. Term. The term of this Agreement shall be effective as of the Effective Date and continue in effect thereafter until terminated by either Party with a ten (10) day written notice. Termination shall not terminate any obligation by either Party to fulfill existing commitments with respect to product deliveries ordered prior to termination of this Agreement.

14. Liability. Carrier, broker or 3PL shall be liable to Shipper or its assigns for the full actual loss, damage, or injury to freight and other consequential and compensatory damages occurring while such freight was in possession and under control of Carrier, broker or 3PL, or resulting from Carrier, broker or 3PL's performance or failure to perform the services provided herein. Shipper assumes no responsibility or liability for payment of any rates and charges on product sold FOB origin with freight arranged by any other party other than J. R. Simplot Company.

15. Notices. Any notice to be given in connection with this Agreement shall be sufficiently given when deposited in the United States mail, registered, postage prepaid, and addressed to the other as follows:

| | |
|--|--|
| IF SHIPPER: J. R. Simplot Company P.O. Box 70013 Boise, ID 83707 | [INSERT Carrier, broker or 3PL Name] _____ [INSERT Address] _____ |
|--|--|

15. Assignments: This Agreement shall be binding upon the successors and assigns of the respective Parties hereto; provided, however, Carriers, brokers and 3PL's may not assign this Agreement without prior written consent of Shipper.

16. Governing Law. This Agreement shall be construed in accordance with, and any and all disputes arising under or out of this Agreement shall be governed by, the laws of the State of Idaho without regard to its conflict of law, rules, and principles.



17. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

18. Survival. The representations, warranties, covenants, liability, indemnification, and other obligations of Carrier, broker or 3PL shall survive termination of this Agreement.

19. Interpretation. This Agreement, including the Exhibits to this Agreement, have been negotiated by Carrier, broker or 3PL, and Simplot and no general rule of contract construction requiring an agreement to be more stringently construed against the drafter or proponent of any particular provision may be applied in the construction or interpretation of this Agreement. Unless otherwise expressly provided in this Agreement, the word "including" does not limit the preceding words or terms.

20. Modification. This Agreement shall not be modified or altered unless mutually agreed to in writing and signed by both Parties. Other than a senior executive of Shipper or the Shipper signatory to this Agreement, no other Shipper employee or representative has the authority to change or waive any provision of this Agreement or to create any legally binding commitment on behalf of Shipper. IN NO CASE SHALL ORAL COMMUNICATIONS BE EFFECTIVE TO CHANGE OR MODIFY THIS AGREEMENT.

21. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement. This Agreement shall become effective when each Party hereto shall have received a counterpart hereof signed by the other Party hereto. The exchange of a fully executed Agreement (in counterparts or otherwise) by electronic transmission in .PDF format or by facsimile shall be enough to bind the Parties to the terms and conditions of this Agreement.

22. Entire Agreement: It is agreed and understood that the provisions of this Agreement represent the entire understanding of the parties and if there is any inconsistency between the terms and conditions of this Agreement and any other document, the terms and provisions of this Agreement shall prevail.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date above.

J. R. Simplot Company
Name: _____
Title: _____

[INSERT CARRIER, BROKER or 3PL NAME]
By: _____
Name: _____
Title: _____



EXHIBIT A INSURANCE REQUIREMENTS

J.R. SIMPLOT COMPANY AND ITS SUBSIDIARIES INSURANCE REQUIREMENTS

Carrier shall, at its sole cost and expense, procure and maintain during the life of this Agreement (except as otherwise provided in this Agreement) the following insurance coverages. The insurance coverage and limits set forth below are designed to satisfy the minimum requirements of the J.R. Simplot Company and its Subsidiaries and its Subsidiaries are in no way intended to limit the liability of Carrier (or its employees, agents, and subcontractors) under this agreement. Further, the insurance coverage and limits set forth below are not intended to be a recommended insurance program for Carrier, the Carrier being solely responsible for the sufficiency of its own insurance program.

1. General Liability

- \$1,000,000 Each Occurrence - Bodily Injury and Property Damage
including Products and Completed Operations and Contractual Liability
- \$1,000,000 Each Occurrence - Personal and Advertising Injury
- \$2,000,000 General Aggregate
- Name as Additional Insured J.R. Simplot Company and its Subsidiaries
- Required Insurance shall be Primary and Noncontributory
- Include Waiver of Subrogation for J.R. Simplot Company and its Subsidiaries

2. Automobile Liability

- \$1,000,000 Each Accident - Bodily Injury & Property Damage
- All Owned, Hired & Non-owned vehicles
- \$80,000 Hired and Non-Owned Trailer Physical Damage Coverage if trailers are owned by J.R. Simplot Company and its Subsidiaries, deductible not to exceed \$1,000
- MCS-90 Motor Carrier Act Endorsement as required by the Federal Motor Carrier Safety Administration

3. Worker's Compensation

- Statutory All States in which work will be performed
- \$1,000,000 Employer's Liability – Each Accident
- \$1,000,000 Employer's Liability – Disease – Each Employee
- \$1,000,000 Employer's Liability – Disease – Policy Limit
- Include Waiver of Subrogation in favor of J.R. Simplot Company and its Subsidiaries

4. Cargo/Transit

- An amount equal to the value of the goods transported, but in no event, less than \$10,000 limit for bulk Fertilizer and \$50,000 limit for Agricultural chemicals. Cargo insurance deductible not to exceed \$1,000.
- Name as Additional Insured J.R. Simplot Company and its Subsidiaries

General Provisions

- General Liability Insurance must be written on an occurrence basis. Insurance written on claims made form is acceptable with prior approval of J.R. Simplot Company and its Subsidiaries in writing.
- Provide Certificate of Insurance evidencing required insurance prior to the commencement of work under this contract and provide an updated certificate within a reasonable period following renewal of each policy if this contract remains active.



- Coverage shall be provided by an insurance carrier(s) with financial ratings no lower than AM Best A- VII or as otherwise approved by J.R. Simplot Company and its Subsidiaries in writing.
- J.R. Simplot Company and its Subsidiaries shall be notified by the insured listed on the certificate as soon as practicable but no later than thirty (30) days prior to any insurance policy cancellation, nonrenewal or changes causing noncompliance with the requirements herein, and no later than ten (10) days prior to cancellation for nonpayment of premium.
- These same insurance requirements shall be required of any subcontractor(s) utilized to perform work related to this contract or as approved by the J.R. Simplot Company and its Subsidiaries.
- Total Liability Limits requested may be satisfied with any combination of primary and umbrella/excess insurance.
- J.R. Simplot Company and its Subsidiaries is not responsible for any damage, theft or loss of owned or non-owned property of Carrier used to carry out this Agreement.

Certificate Holder/Additional Insured Information:

J.R. Simplot Company and its Subsidiaries

P.O. Box 70013

Boise, ID 83707



ACH LETTER

Dear Valued Supplier,

J. R. Simplot Company can pay our suppliers electronically using ACH (Automated Clearing House). As processing checks is costlier than electronic payments, J.R. Simplot Company has selected ACH as the preferred method of payment. ACH provides immediately available funds to our suppliers, payment deposits automatically into your bank account on the due date so you will never have to worry about your check being lost, stolen or delayed. Terms of payment are defaulted to N30 terms unless explicitly stated otherwise.

We encourage you to take advantage of the benefits of ACH electronic payments from J. R. Simplot Company. If you would like to participate, please complete the enclosed EFT ACH Authorization Form and the Substitute W-9 and/or W 8BEN-E Form.

If you choose not to participate in ACH, we are encouraging our suppliers to help us update our records by completing and returning the enclosed Substitute W-9 and/or W 8BEN-E Form.

If you have any questions, please contact our Truck Team at AB.Truck@simplot.com.

Thank you,

J.R. Simplot Company
Enterprise Data Management
PO Box 27
Boise, ID 83707



Shared Services - EDM

ACH Authorization Form

Complete this form to request direct deposit of vendor payments to the bank account specified below:

Part 1: Payee Information

| | |
|---------------------------|--|
| Name | |
| Tax Identification Number | |
| Street Address | |
| City, State, Zip | |
| Phone Number | |
| Remittance Preference | <input type="checkbox"/> None Required or <input type="checkbox"/> Email or <input type="checkbox"/> Fax |
| Remittance Email or Fax # | |

Part 2: Bank Information

| | |
|--------------------------------|--|
| Bank Name | |
| Bank Routing Number (9 digits) | |
| Bank Account Number | |
| Bank Account Type | <input type="checkbox"/> Checking or <input type="checkbox"/> Savings |

Part 3: Authorization

I hereby authorize J.R. Simplot and/or one or more of its wholly owned subsidiaries, to initiate credit and, if necessary, debit entries and adjustments for any credit entries in error to my account, indicated above, at the depository financial institution named above, and to credit or debit the same from such account. I acknowledge that the authority will remain in effect until I have cancelled it in writing and that the origination of ACH transactions to my account must comply with the provisions of U.S. law.

Authorized Signature

Title

Date:

Send this completed form with a copy of a voided check via one of the below:

Fax# (208) 389-7237

Email: edmdocs@simplot.com

Global Support Portal for EDM

**Address: J.R. Simplot Company (EDM)
PO Box 27
Boise, ID 83707**



J R Simplot Company & Subsidiaries
Supplier Profile with Supplemental Data Request Form and IRS W-9

This form must be completed before Simplot personnel can place an order with or make payment to a supplier. Please complete and mail or fax this form to the requestor indicated on the top of page #1: (type or use blue or black ink only)

EDM Fax# (208) 389-7237

| | | |
|--|-----------------------------------|-------------------|
| JRS Requesting Location: | Requestor's Name / Email Address: | Date: / / |
| (For Agrvance users: only) Record needs to be pushed into the following instance of Agrvance: _____ SGS _____ Partners _____ SWS _____ SPS | | Telephone # () - |

| | | | |
|---|-------------------|--------------------|----------------|
| <i>Supplier Purchase Order Address:</i> | | | |
| Supplier Name: | | Dun & Bradstreet # | |
| Address: | | Telephone # () - | |
| City/State/Zip: / / | | Fax # () - | |
| Customer Service Contact: | Telephone # () - | Fax # () - | Email Address: |
| Sales Contact: | Telephone # () - | Fax # () - | Email Address: |

| | | | |
|--|---|-------------------|----------------|
| <i>Remit To Address: <input type="checkbox"/> check here if same as above and complete any additional information below:</i> | | | |
| Payee Name: | | | |
| Lien Holders: | | | |
| Remit-to Address: | | Telephone # () - | |
| City/State/Zip: / / | | Fax # () - | |
| Accounts Receivable Contact: | Telephone # () - | Fax # () - | Email Address: |
| Other Contact Name & Title: | Telephone # () - | Fax # () - | Email Address: |
| Default Payment Terms: | <input type="checkbox"/> Net 30 <input type="checkbox"/> Net 10 <input type="checkbox"/> 1% 10 / Net 30 <input type="checkbox"/> 2% 10 / Net 30 <input type="checkbox"/> Other: | | |
| Preferred Method of Payment: <input type="checkbox"/> Check <input type="checkbox"/> Direct Deposit Payments (ACH/EFT) | | | |
| ACH Bank Name and Location: | Bank Transit #: | Account #: | |

| | | |
|--|--|---|
| <i>Optional Business Classification Details (Check All that Apply)</i> | | |
| <p style="text-align: center;">Business Classification</p> <input type="checkbox"/> Large Business (501 or More Employees) <input type="checkbox"/> Small Business (500 or Fewer Employees) <input type="checkbox"/> Disadvantaged Business Enterprise (DBE) <input type="checkbox"/> Minority Business Enterprise (MBE) <input type="checkbox"/> Historically Underutilized Business Zone (HUBZONE) <small>Refer to Federal Regulation 13 CFR 121.9 and CFR 124</small> | <p style="text-align: center;">Ownership Status</p> <input type="checkbox"/> Woman Owned <input type="checkbox"/> Veteran Owned <input type="checkbox"/> Disabled Veteran <input type="checkbox"/> Other | <p style="text-align: center;">Ethnicity</p> <input type="checkbox"/> Asian Owned <input type="checkbox"/> Hispanic Owned <input type="checkbox"/> Black Owned <input type="checkbox"/> Caucasian Owned <input type="checkbox"/> Indian (subcontinent) Owned <input type="checkbox"/> Native American Owned |
| <p>The penalties for false certification under the preference programs of the Small Business Act are: (1) Punishment by imprisonment, fine, or both; (2) Subject to administrative remedies, including suspension and debarment; and (3) Ineligibility for participation in programs conducted under the Act.</p> | | |



AUTOPAY LETTER

Dear Valued Carrier, broker or 3PL,

The J.R. Simplot Company pays all Simplot arranged Invoices through our auto payment system. Do not submit freight bills, unless there is are unexpected charges for accessorial fees, such as drop charge, demurrage or washout fees, not included on the original shipment. The payment numbers will be a combination of your Bill of Lading number and your release number (e.g. 4787898_7055565.1). Terms of payment are defaulted to N30 terms unless explicitly stated otherwise.

Enclosed with this packet, you will also find documents for ACH Remittance of payments directly to your bank. Your freight payment deposits automatically into your bank account. You will receive a statement of payment with each deposit. This is the preferred method of payment for freight payments.

Sincerely,

J. R. Simplot Company
Agribusiness Transportation
AB.Truck@simplot.com



GENERAL SAFETY REGULATIONS FOR CARRIERS, BROKERS AND 3PL'S **SAFETY IS SERIOUS BUSINESS * SAFETY SAVES LIVES**

Plant Rails Crossing

Red flashing lights AND gates at a rail crossing means STOP and DO NOT proceed until the gates have lifted and the lights have stopped flashing.

Purpose:

To establish and define the safety regulations that all Carriers, brokers and 3PL's are to follow when performing transportation services for the J.R. Simplot Company. J.R. Simplot Company takes safety seriously. Our intention is to encourage all drivers to obey the law; the safety of drivers, employees, and visitors is at stake. Your life is important to us, to your employer, and your family.

Scope:

The intent is that these rules apply to all Carriers, brokers and 3PL's that provide services to the J.R. Simplot Company. It is the Carrier, broker or 3PL's responsibility to thoroughly orient and instruct its agents and employees as to the contents of this policy.

Responsibilities:

General: It is expected that the Carrier, broker or 3PL:

- i. Properly instruct all employees in the execution of their job;
- ii. Conform to all local, state and federal requirements;
- iii. Instruct employees that all vehicles or other motorized equipment operated at the Company site or within the plant or grounds must always be operated in a safe and proper manner;
- iv. Comply with all instructions from authorized Company representatives;
- v. Conform to all Company safety, health and sanitation requirements posted or otherwise communicated by Company to Carrier, broker or 3PL.



Procedure:

Access to Vehicular Traffic:

- i. Employees of the Carrier, broker or 3PL will enter and exit the plant premises by the entrances established by Company and shall follow assigned routes to and from their work area;
- ii. All drivers must observe parking and traffic regulations while on Company property;
- iii. Company is not responsible for damage to Carrier, broker or 3PL's vehicles, regardless of cause, while on company property. The company will however, make all reasonable attempts to assure the well-being of carrier, broker or 3PL's vehicles.

Entering and Within a Facility:

- i. Complete stop prior to crossing all railroad tracks;
- ii. Red flashing lights at railroad crossing and stop signs means EVERYONE must completely stop and not cross tracks or proceed until signals have stopped flashing and it is clear to proceed
- iii. Red flashing lights with gates means EVERYONE must completely stop when the signals begin and may not cross the tracks until the gates have raised AND the signals have stopped flashing;
- iv. There must always be enough space to clear the entire track before proceeding; at no time is it acceptable to block or foul an active rail line;
- v. All speed limit and posted signs within the plant must always be adhered to.

Other Rules:

Personal Protection Equipment:

- i. Carrier, broker or 3PL will provide its employees with approved safety equipment that may be required in the execution of the work. Employees are required to wear the following PPE when outside their vehicle on Company property:
 1. Hard hat
 2. Safety glasses wide side shield
 3. Long sleeve shirt
 4. Long pants
 5. Closed-toed and heel shoes/boots



Firearms:

Do not bring firearms onto Company property (including parking lot) either on a person or in a vehicle.

Personal Conduct:

The same rules of personal conduct governing Company employees shall also govern the Carrier, broker or 3PL's employees:

- i. No person under the influence of intoxicants or narcotics will be allowed on Company property, nor shall any person have in his/her possession any intoxicants or narcotics;
- ii. Unprofessional conduct such as horseplay, wrestling, fighting, gambling, etc., will not be permitted;
- iii. Carrier, broker or 3PL's employees must stay in their assigned areas and to the jobs at hand. In no case shall they tamper with or handle any equipment in the plant that does not pertain to their job.

REMINDER:

Violation will result in lost privileges and may result in a citation and fine for the driver!



1. Progressive Discipline Policy

- 1.1. The J. R. Simplot Company (“ Company”) expects and requires all Carrier’s and their workforce, which includes Carrier employees and subcontractors hired by Carrier (“Carrier Workforce”) to perform their services in a lawful, professional manner by following accepted industry practices and standards for workplace behavior and by adhering to all applicable Company policies and the terms of the contract between Carrier and Company.
- 1.2. Failure by Carrier or any Carrier Workforce member to meet these performance requirements may result in Company taking disciplinary action. Outlined below are the progressive disciplinary measures that may be made by the Company, at the sole discretion of the Company. These progressive steps are illustrative only, and any action or the progression of such actions is not required in every situation. Carrier acknowledges that disciplinary procedures and measures may vary depending on the nature of the incident giving rise to a disciplinary measure. Carrier further recognizes that some violations or deviations from the services requirements and expectations may result in a breach of contract between Carrier and Company or a request by Company for the immediate discharge of a Carrier Workforce member without Company having taken any preceding disciplinary action. Illustrative examples of offenses which may result in a breach or require the immediate discharge of a Carrier Workforce member include, but are not limited to 1) violations of safety policy; 2) unsafe work practices; 3) insubordination; 4) physical violence; 5) dishonesty; 6) violations of the Company’s Drug and Alcohol Policy; 7) violations of the Company’s policy titled “Preventing Workplace Harassment and Violence;” or 8) any material violation of Company or plant policies.
- 1.3. The following escalating progressive measures may be implemented at the sole discretion of the Company:
 - 1.3.1. Level 1 (Verbal Warning): Company’s security personnel and/or the shift supervisor for the impacted facility will document the incident giving rise to the verbal warning and contact Carrier as soon as practical, and Carrier will immediately communicate with the offending member of Carrier’s Workforce to verbally make performance expectations clear and provide necessary feedback through coaching regarding the inappropriate behavior. The goal is to gain an agreement from the Carrier and the offending Carrier Workforce member concerning the expectations, acknowledge the deviation from these expectations, and to correct the problem and avoid further issues. At this stage, the details of the incident will be documented in the Company’s incident management system.



- 1.3.2. Level 2 (30-day suspension or ban from Company loading): Where Carrier or any member of Carrier's Workforce has repeated a past safety or performance offense, including but not limited to, cleaning out their trailer or pup inside or outside the plant, it may be necessary for Company to temporarily ban the Carrier and/or Carrier Workforce member from Company loading and invite him/her to reflect on the issue of concern. In this case, Company shall require the offending Workforce member to leave any Company location and will promptly notify the Carrier of Company's decision to suspend the Workforce member. Carrier agrees to immediately notify the offending Carrier Workforce member of the suspension in writing, both Company and Carrier shall log the incident in their respective incident management system, and the written record of the suspension shall be signed by a representative of the Company and by the Carrier. If Carrier refuses to sign a record of suspension, such refusal should be noted on the document.
- 1.3.3. Level 3 (1-year ban from Company loading): This is a severe penalty, and the Company shall evaluate whether the seriousness of the offense warrants a ban. The Company shall consider whether the offender has repeat offenses, whether the behavior gives rise to gross negligence or otherwise constitutes severe personal misconduct. Documentation and notification guidelines listed under 1.3.2 Level 2 shall be followed. Upon banning a Carrier or Carrier Workforce Member for this period, a meeting will be held between the Company and the Carrier to review the incident. The parties shall cooperate to enable Carrier to develop a mitigation plan and a corrective action plan to prevent future offenses and submit to the Company for review and approval.
- 1.3.4. Level 4 (permanent ban from Company loading): Carrier or Carrier Workforce members may be permanently banned from Company loading at the discretion of the Company. A ban will only be implemented after thoroughly investigating the totality of the disciplinary history, including infraction(s), past discipline with the Carrier or Carrier Workforce Member, and overall Carrier performance with the Company. In the event a permanent ban is contemplated, a meeting will be held between the Company and the Carrier to determine a path forward. Notwithstanding, any final decision remains within the sole discretion of the Company.

This Progressive Discipline Policy ("Policy") supplements the terms and conditions of any existing contract between Carrier and Company. Nothing in this Policy shall be interpreted to prevent Company from exercising all rights and remedies under the contract or available under the law for any offenses giving rise to disciplinary measures under this Policy.



ATTACHMENT NO. 1

CARRIER, BROKER AND 3PL SAFETY INSTRUCTIONS / PROGRESSIVE DISCIPLINE POLICY

Carrier, broker or 3PL Name: _____

Carrier, broker or 3PL Representatives: _____

Date: _____

I hereby acknowledge that I have received a copy of the General Safety Regulations and Progressive Discipline Policy for Carriers, brokers or 3PL's. I have read and understand these rules and will follow them to the best of my ability. I have also ensured that each driver servicing Simplot has received a copy of these safety regulations and has read agreed to the same.

Carrier, broker or 3PL Representative: (Signature)

Carrier, broker or 3PL Representative: (Printed Name)



AgriBusiness Customer Service Contacts:

Feed Ingredients (All areas): 800-932-7467

Industrial Products (All areas): 800-832-8893

Ag Fertilizer:

Pacific Northwest, Montana, Northern Plains, Midwest: 800-331-6789

California: 800-742-2015

Idaho, Utah: 800-635-9446

Transportation e-mail address: AB.Truck@Simplot.com

Web site link: www.simplot.com



FUEL SURCHARGE LETTER

Dear Motor Carrier, broker or 3PL:

Regarding J. R. Simplot Company's AgriBusiness Group fuel surcharge program. The fuel surcharge is reviewed/updated monthly for all Simplot AgriBusiness truck shipments and shipments that roll to a time where fuel has been adjusted, the order will reflect the new fuel.

The basis of the diesel fuel price is the last Monday of each month's Rocky Mountain and California average diesel price published by the Energy Information Administration of the U.S. Department of Energy and is available at their website:

<https://www.eia.gov/petroleum/gasdiesel/>.

The fuel surcharge will become effective the first day of the following month. The surcharge will remain at 1% of the line haul charge for every 6 cents per gallon increase, above the base price per gallon. The base price will remain unchanged at \$1.51 per gallon for all locations.

Loads originating in California will use the California diesel price, while all other origins will use the Rocky Mountain diesel price, except for the Gulf Coast, which utilizes the Gulf Coast diesel price.

J. R. Simplot Company reserves the right to return to a weekly fuel surcharge structure based on future diesel fuel pricing and overall market conditions.

Please feel free to call if you have any questions.

Sincerely,

J. R. Simplot Company
Agribusiness Transportation
AB.Truck@simplot.com



The formula for diesel fuel surcharge below is applies to all J. R. Simplot AgriBusiness shipments. The surcharge is 1% of the line haul charge for every \$.06 per gallon increase, summarized in the table below:

| ALL LOCATIONS | | | |
|---------------|-----------|---------------|--|
| Base | | | |
| From | Through | Bracket Range | |
| \$ 1.5100 | \$ 1.5699 | \$ 0.0600 | |

| From | Through | Surcharge Percent of Line Haul |
|-----------|-----------|--------------------------------|
| \$ 1.3300 | \$ 1.3900 | -3% |
| \$ 1.3900 | \$ 1.4500 | -2% |
| \$ 1.4500 | \$ 1.5100 | -1% |
| \$ 1.5100 | \$ 1.5700 | 0% |
| \$ 1.5700 | \$ 1.6300 | 1% |
| \$ 1.6300 | \$ 1.6900 | 2% |
| \$ 1.6900 | \$ 1.7500 | 3% |
| \$ 1.7500 | \$ 1.8100 | 4% |
| \$ 1.8100 | \$ 1.8700 | 5% |
| \$ 1.8700 | \$ 1.9300 | 6% |
| \$ 1.9300 | \$ 1.9900 | 7% |
| \$ 1.9900 | \$ 2.0500 | 8% |
| \$ 2.0500 | \$ 2.1100 | 9% |
| \$ 2.1100 | \$ 2.1700 | 10% |
| \$ 2.1700 | \$ 2.2300 | 11% |
| \$ 2.2300 | \$ 2.2900 | 12% |
| \$ 2.2900 | \$ 2.3500 | 13% |
| \$ 2.3500 | \$ 2.4100 | 14% |
| \$ 2.4100 | \$ 2.4700 | 15% |
| \$ 2.4700 | \$ 2.5300 | 16% |
| \$ 2.5300 | \$ 2.5900 | 17% |
| \$ 2.5900 | \$ 2.6500 | 18% |
| \$ 2.6500 | \$ 2.7100 | 19% |
| \$ 2.7100 | \$ 2.7700 | 20% |
| \$ 2.7700 | \$ 2.8300 | 21% |
| \$ 2.8300 | \$ 2.8900 | 22% |
| \$ 2.8900 | \$ 2.9500 | 23% |
| \$ 2.9500 | \$ 3.0100 | 24% |



| | | |
|-----------|-----------|-----|
| \$ 3.0100 | \$ 3.0700 | 25% |
| \$ 3.0700 | \$ 3.1300 | 26% |
| \$ 3.1300 | \$ 3.1900 | 27% |
| \$ 3.1900 | \$ 3.2500 | 28% |
| \$ 3.2500 | \$ 3.3100 | 29% |
| \$ 3.3100 | \$ 3.3700 | 30% |
| \$ 3.3700 | \$ 3.4300 | 31% |
| \$ 3.4300 | \$ 3.4900 | 32% |
| \$ 3.4900 | \$ 3.5500 | 33% |
| \$ 3.5500 | \$ 3.6100 | 34% |
| \$ 3.6100 | \$ 3.6700 | 35% |
| \$ 3.6700 | \$ 3.7300 | 36% |
| \$ 3.7300 | \$ 3.7900 | 37% |
| \$ 3.7900 | \$ 3.8500 | 38% |
| \$ 3.8500 | \$ 3.9100 | 39% |
| \$ 3.9100 | \$ 3.9700 | 40% |
| \$ 3.9700 | \$ 4.0300 | 41% |
| \$ 4.0300 | \$ 4.0900 | 42% |
| \$ 4.0900 | \$ 4.1500 | 43% |
| \$ 4.1500 | \$ 4.2100 | 44% |
| \$ 4.2100 | \$ 4.2700 | 45% |
| \$ 4.2700 | \$ 4.3300 | 46% |
| \$ 4.3300 | \$ 4.3900 | 47% |
| \$ 4.3900 | \$ 4.4500 | 48% |
| \$ 4.4500 | \$ 4.5100 | 49% |
| \$ 4.5100 | \$ 4.5700 | 50% |
| \$ 4.5700 | \$ 4.6300 | 51% |
| \$ 4.6300 | \$ 4.6900 | 52% |
| \$ 4.6900 | \$ 4.7500 | 53% |
| \$ 4.7500 | \$ 4.8100 | 54% |
| \$ 4.8100 | \$ 4.8700 | 55% |
| \$ 4.8700 | \$ 4.9300 | 56% |
| \$ 4.8700 | \$ 4.9300 | 56% |
| \$ 4.9300 | \$ 4.9900 | 57% |
| \$ 4.9900 | \$ 5.0500 | 58% |
| \$ 5.0500 | \$ 5.1100 | 59% |
| \$ 5.1100 | \$ 5.1700 | 60% |



CLEAN TRUCK POLICY LETTER

Dear Valued Carrier, broker or 3PL:

J.R. Simplot Company requires trucks to be clean of residual amounts of foreign product prior to entering our facilities. It has come to our attention that trucks entering our facilities are sometimes disposing of the remains of their last commodity along public roadways prior to entering Simplot's gates. This practice is unacceptable, and needs addressed with your drivers. Simplot will cooperate with local authorities in the enforcement of each state's specific laws and may take action to bar individual drivers if found to be contributing to this issue.

We strive to be good neighbors in our local communities and ask that you, as an extension of our business, support us in this endeavor by keeping roadways clean of debris.

If you require further information or have any questions, please feel free to contact me directly.

Thanks in advance for your cooperation.

Sincerely,

J. R. Simplot Company
Agribusiness Transportation
AB.Truck@simplot.com



FSMA LETTER

Dear Valued Feed Carrier, broker or 3PL and/or Supplier:

In compliance with the Food and Drug Administration's (FDA) Food Safety Modernization Act (FSMA) Sanitary Transportation Rule (21CFR Part 1, Subpart O-*Sanitary Transportation of Human and Animal Food*), the J.R. Simplot Company ("*Simplot AgriBusiness*") requires that all trucking and rail companies engaged in the transport of our animal feed products will ensure product safety and quality.

Simplot additionally requires that trucks or railcars provide a manifest showing absence of the following prior cargoes: Fertilizer, Meat and Bone Meal, Animal Blood Meal, Animal Plasma and Medicated Feeds. The Carrier, broker or 3PL must confirm in writing that the previous load hauled does not contain any of the mentioned items. If these or like items are present on a manifest, the driver must provide a washout certificate to avoid rejection at our facility.

It is the responsibility of each Carrier, broker or 3PL to comply with all federal, state and local regulations as well as understand their equipment, operations, training, and records obligations under the Sanitary Transportation rule.

If you require further information or have any questions, please feel free to contact me directly.

Sincerely,

J. R. Simplot Company
Agribusiness Transportation
AB.Truck@simplot.com



DELAY TIME POLICY LETTER

Dear Carrier, broker or 3PL:

AgriBusiness Group of J. R. Simplot Company appreciates the crucial role Carriers, brokers and 3PL's provide to our Company's success. Meeting customer expectations is heavily reliant on carrier, broker and 3PL's performance. AgriBusiness Group strives to maintain good working relationships with Carriers, brokers and 3PL's who provide a critical service to our customers. Hours of service regulations issued by the U.S. Department of Transportation's Federal Motor Carrier Safety Administration restricts driver's hours. This ruling also considers loading delays as "on-duty" hours for the drivers. AgriBusiness Group shares Carrier, broker and 3PL's concerns that this may result in a driver running out of hours before completing deliveries.

Please be assured that each J.R. Simplot loading facility will do everything possible to expedite loading, without compromising safety, security, product quality, fairness and efficiency. Recognizing that agricultural business is seasonal, the following policy enforced when loading is delays beyond (2) hours.

Detention charges reviewed for payment if time exceeds (2) hours from the entry time noted on scale house ticket provided the following actions take place:

1. Carrier, broker, or 3PL immediately gets in loading line after crossing scale.
2. Carrier, broker or 3PL provides correct and complete load confirmation information to scale house.
3. Carrier, broker, or 3PL trailer is clean and dry.
4. Carrier, broker, or 3PL has made every effort to communicate with the scale house and Customer Service to determine best loading times and traffic flows.
5. Delays confirmed and documented by a J.R. Simplot employee.

Detention charges not paid if the loading stations are operating steadily and the delay is due to the number of trucks arriving at similar times burdening the loading stations beyond capacity. Detention charges will also not be considered should a driver chose to wait for an "out of stock" product to be produced.

Again, AgriBusiness Group of J.R. Simplot Company appreciates the excellent working relationships enjoyed with Carriers, brokers and 3PL's.

Sincerely,

J. R. Simplot Company
Agribusiness Transportation
AB.Truck@simplot.com



TRANSPORTATION SECURITY PLAN REGULATIONS

(Applicable Hazmat Carrier, broker or 3PL's Only)

If you meet any of the criteria indicated in the DOT regulations as found in 49 CFR 172.802 that require that a Security Plan be in place, please sign below to confirm this is in place for your company.

I hereby acknowledge that I have read and understand the DOT regulations for carriers, brokers and 3PL's and have a Transportation Security Plan in place. I have also ensured that each driver servicing Simplot has received a copy of DOT regulations and Transportation Security plan and understands the same. All drivers trained on the elements of the security plan within the last 3 years and will remain up to date; and the security plan reviewed annually to ensure all remains in compliance.

Carrier, broker or 3PL Representative: (Signature)

Carrier, broker or 3PL Representative: (Printed Name)