

E&B Bulk Transportation, Inc.  
12447 12th Avenue.  
Hanford, CA 93230  
Phone (559) 582-9135 Fax: (559) 585-4773

## SUB HAULER CHECK LIST

### 1. Insurance Requirements:

Auto Liability .....\$ 1,000,000

Cargo-All Risk.....\$ 10,000

Walnuts and Pistachios .....\$ 50,000

Unidentified Trailer Endorsement .....\$ 25,000 *Each*

E&B Bulk Transportation, Inc. to be named as additionally insured

Certificate of Workers Compensation Insurance

\*Signed release form only if no employees

2. Completed and Signed Sub Hauler Agreement
3. Copy of Motor Carrier Permit
4. Copy of BIT Inspection
5. Copy of Certificate of Compliance – Drug and Alcohol Program
  - 5A. Consortium Motor Carrier to Motor Carrier Agreement (Company)
  - 5B. Authorization for Release of Confidential Information (Owner Operator)
6. Copy of Vehicle Registration
7. Copy of Valid California Commercial Drivers License
8. Copy of Medical Card
9. Copy of Current DMV Printout. (Less than 30 Days Old)
10. Federal ID Number or Social Security Number (Form W-9)
11. California Air Resource Board Certificate

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**E&B Bulk Transportation, Inc.**  
**SUBHAUL AGREEMENT**

E&B Bulk Transportation, Inc., hereinafter referred to as "Carrier" desires to secure the services of \_\_\_\_\_ hereinafter referred to as "Subhauler", for the transportation of general commodities and or other similar materials, and Subhauler desires, as an independent contractor, to so act and perform. Now therefore, in consideration of the mutual promises herein contained the Carrier and Subhauler agree as follows:

**I. Subhauler Representations and Warranties:**

Subhauler represents and warrants as follows:

- A. Subhauler is engaged in the trucking business and owns \_\_\_ truck(s) (as per Schedule of Vehicles listed below) and used in the conduct of Subhauler's business, and Subhauler will maintain and operate said equipment in compliance with the requirements of all regulatory bodies at all times while providing services covered by this agreement. Carrier's policy is to comply with all applicable laws. Carrier will not accept responsibility for any violation(s) of law by Subhauler or Subhauler employees.
- B. Subhauler is the holder of all State, Federal, County, or City certificates, permits registrations, authorizations, and licenses which are required or necessary for the conduct of business as a hauling contractor and for the performance of services covered by this contract; and Subhauler will continue to hold such certificates, permits, and licenses in full force and effect at all times while providing services covered by this Agreement.
- C. Subhauler has Workers' Compensation coverage and medical insurance for Subhauler's employees, if any and public liability and property damage insurance to the extent required by law, and will continue such coverage and insurance in effect while providing services covered by this agreement. Subhauler will furnish to Carrier satisfactory evidence of such coverage upon reasonable request by Carrier and a list of all identified equipment covered by said insurance.
- D. Subhauler is an independent contractor and shall provide services covered by the Agreement only as an independent contractor, and not as an employee of Carrier. Carrier may at his sole option require Subhauler, as an independent contractor, to obtain Workers Compensation Insurance for His or Herself.
- E. Subhauler recognizes that neither Subhauler nor Subhauler's employees are eligible for coverage under Worker's Compensation policy held by Carrier and Subhauler recognizes that they are not entitled to make any claim with respect to any Worker's Compensation policy held by Carrier.
- F. Subhauler shall obtain all insurance coverage's required by law for the services performed pursuant to this Agreement. In addition, the Subhauler shall obtain "combined single limit of bodily injury and property damage insurance" based on minimum insurance coverage required by law for the services performed, shall have Carrier named as an additional insured on a statewide basis, and shall produce evidence thereof to Carrier upon Carrier's request, and, Subhauler shall insure that said insurance coverage may not be canceled by any party thereto for any reason without ten (10) days prior notice to Carrier.

- G. By agreeing to provide requested by Carrier, or by undertaking such services, Subhauler warrants that all conditions precedent in paragraph I of the Subhauler's Agreement and have been satisfied and remain effective for the duration of Subhauler's provision of services pursuant to this Agreement. Subhauler shall indemnify Carrier for any damages resulting from a breach of this warranty.

### II. Terms and Conditions of Transportation Service:

- A. From time to time Carrier shall request Subhauler to provide service and upon said request Carrier shall notify Subhauler of product to be transported and of the time and location of the place to load same all within a reasonable time prior to the required delivery time, and thereafter Subhauler will without delay cause said property to be transported to the place designated by the Carrier, or its representative.
- B. Carrier shall have no control over the persons operation of equipment used or employed by Subhauler in providing services under this agreement.
- C. Subhauler will employ capable and responsible persons to operate Subhauler's equipment safely and expeditiously, will maintain Subhauler's equipment so as to efficiently perform the services required, and will supply at Carrier's request, his own "MVR" record and the "MVR" records of any employee that he engages.
- D. Subhauler shall maintain and operate Subhauler's equipment at Subhauler's sole expense and shall pay any and all charges arising therefrom including, but not restricted to labor, fuel, repairs, and any and all insurance, permits, and taxes levied or assessed; that if Carrier pays such expenses on behalf of Subhauler, Carrier may deduct the amount of such expense(s) owed by Subhauler.
- E. Subhauler authorizes Carrier to withhold from any moneys due to Subhauler any amount due and payable to Carrier.
- F. Subhauler agrees and understands that Carrier requires that billing accompanied by the signed copies of the shipping documents be submitted to Carrier on a Daily Basis.
- G. Sub hauler accepts full responsibility for the safe operating condition of any trailing equipment owned by the Prime Carrier and being pulled by Sub hauler, his agents, or employees.
- H. Sub hauler agrees to stand responsible for any and all repair fees for damage done to trailers and/or all trailing equipment used, as shown in Attached B, Item 1, Setoffs.
- I. Sub hauler is liable for any and all loss or damage or delay to property transported while such property is in the possession of Sub hauler, and shall obtain and deliver to Prime Carrier a receipted shipping document covering each shipment transported. In view of this agreement on any receipt which included exceptions for shortage or damage, the claim value of such losses will be deducted from the Sub hauler's settlement. Because PUC regulations allow customers of Prime Carrier up to nine months to file a formal claim, upon termination of this agreement, Prime Carrier reserves the right to either deduct an estimated claim amount or await final settlement to Sub-hauler for up to nine month period.

### III. Effective Date of Agreement:

This agreement will commence on the date that it is signed by the parties and shall continue until terminated by either party upon a ten (10) day written notice.

**IV. Amendments:**

This agreement can only be amended or changed in writing executed by all parties.

**V. Indemnification:**

Subhauler shall and does hereby indemnify, and save harmless, Carrier from any loss, liability, damage, or expense including reasonable attorney fees which Carrier may suffer or incur from any act or omission of Subhauler, or because of the failure of Subhauler's insurance carrier to defend any action against Carrier or settle any judgment against Carrier arising out of any action, incident or other happening. This hold harmless agreement shall apply as a separate and distinct agreement and shall not be limited by the provisions of any insurance policy held by or for Subhauler.

**SUBHAULER'S SCHEDULE OF DEDUCTIONS (SETOFFS)**

All rates and charges paid by Prime Carriers to Subhauler in accordance with Attachment A are subject to the following deductions;

1. In the event of damage or theft of any trailers and/or trailing equipment not owned by subhauler, Prime Carrier reserves the right to have said equipment repaired or replaced at a location of Prime Carriers choice and deduct an amount equal to the amount paid for repair or replacement.
2. In the event that cargo is damaged or missing, Prime Carrier reserves the right to deduct from Subhauler the amount claimed by the customer, or in lieu of a formal claim, the estimated cost of any claims pending.
3. In the event of damage to Prime Carrier, shipper, or consignee equipment or facilities, Prime Carrier reserves the right to deduct an amount equal to the amount paid for repair of said damage.
4. Any advance or payment made to connecting carriers or outside firms furnishing transportation, loading, unloading, or related services shall be deducted.

**Acknowledgment & Acceptance of Contract Terms:**

Please sign below if you agree to the terms of this contract.

X  
 Subhauler's Signature \_\_\_\_\_ Print First Name, Last Name \_\_\_\_\_ Date: \_\_\_\_\_

X  
 E&B Bulk Transportation, Inc. \_\_\_\_\_ Print First Name, Last Name \_\_\_\_\_ Date: \_\_\_\_\_  
 Prime Carrier-Representative

**Subhauler Information: (please print clearly - all sections must be completed)**

\_\_\_\_\_  
 First Name Middle Initial Last Name dba:

\_\_\_\_\_  
 Mailing Address City State Zip

\_\_\_\_\_  
 Home Phone (include area code) Mobile Phone (include area code) Nextel ID #

\_\_\_\_\_  
 CDL # CDL Expiration (MM/DD/YYYY) CA# MCP#

E & B Bulk Transportation, Inc.  
12447 12<sup>th</sup> Avenue  
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Business 559.582.9135 Fax 559.585.4773

**WORKERS COMPENSATION DECLARATION FORM**

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

CA Number: \_\_\_\_\_

PLEASE CHECK (A) OR (B) AND SIGN THE CERTIFICATION, INCLUDE YOUR CAL-T NUMBER IN THE SPACE PROVIDED BELOW AND RETURN AT ONCE TO THE ADDRESS STATED ABOVE.

A. I Certify that the above California Department of Transportation (DOT) regulated highway carrier DOES NOT EMPLOY any person in person in any manner so as to become subject to workers compensation laws of CA, and that if in the future the carrier does employ any person(s) in any manner so as to become subject to the workers compensation laws of CA I shall promptly file with the Commission and Broker a Certificate of Workers Compensation Insurance coverage or a certificate of consent to self-insure issued by the Director of Industrial Relations.

B. I Certify that the above California Department of Transportation (DOT) regulated highway carrier DOES EMPLOY person(s) in a manner as to become subject to the workers compensation laws of CA and I shall promptly file with the Commission and Broker a Certificate of Workers Compensation Insurance coverage or a certificate of consent to self-insure issued by the Director of Industrial Relations.

**Certification**

I certify that I have read and understand the above requirement regarding workers compensation and that I and the above named carrier are able to and will comply with it; and that the information I have provided on this form are true and correct to the best of my knowledge and belief. I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

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

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

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

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

CA#: \_\_\_\_\_

**E & B BULK TRANSPORTATION, INC.**

**12447 12<sup>TH</sup> AVENUE**

**HANFORD, CALIFORNIA 93230**

**PHONE: (559)582-9135 FAX: (559)585-4773**

**OWNER OPERATOR CERTIFICATION**

**THIS IS TO CERTIFY THAT I, \_\_\_\_\_ AM AN INDEPENDENT CONTRACTOR, AND OPERATE MY BUSINESS AS AN OWNER OPERATOR FIRM. I DO NOT EMPLOY ANY DRIVERS ON MY TRUCK(S). I AM NOT REQUIRED TO CARRY WORKER'S COMPENSATION ON MYSELF. I UNDERSTAND THAT I AM NOT INSURED FOR WORKER'S COMPENSATION BENEFITS UNDER THE POLICY OF E & B BULK TRANSPORTATION, INC., NOR UNDER THE POLICES OF ANY OF THE CONTRACTORS WHOSE JOBSITES I MAY ENTER IN THE COURSE OF MY PERFORMING SUB HAUL SERVICES FOR E & B BULK TRANSPORTATION, INC. SHOULD I HIRE EMPLOYEES IN THE FUTURE, I WILL OBTAIN WORKER'S COMPENSATION TO COVER THOSE EMPLOYEES, AND I WILL PROVIDE A CERTIFICATE OF SUCH INSURANCE TO E & B BULK TRANSPORTATION, INC. PRIOR TO ASSIGNING ANY DRIVERS TO MY VEHICLE(S) UNDER THIS SUB HAUL AGREEMENT BETWEEN MYSELF AND E & B BULK TRANSPORTATION, INC.**

**SIGNED \_\_\_\_\_ DATE \_\_\_\_\_**

**COMPANY NAME \_\_\_\_\_**

**ADDRESS \_\_\_\_\_**

**CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_**

**CA/MC# \_\_\_\_\_**

E & B Bulk Transportation Inc.  
12447 12<sup>th</sup> Avenue  
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Business 559.582.9135 Fax 559.585.4773

TRUCK AND DRIVER INFORMATION

Please complete the following for EACH of your drivers and tractor/trucks which you will be using under our Sub Haul Agreement. Please fill out each form completely.

TRUCK INFORMATION:

Sub Hauler Name: \_\_\_\_\_

Truck Number: \_\_\_\_\_

License Number: \_\_\_\_\_

Make: \_\_\_\_\_ Year: \_\_\_\_\_ Model: \_\_\_\_\_

Tare Weight: \_\_\_\_\_ Color: \_\_\_\_\_

DRIVER INFORMATION:

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

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

California Drivers License Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

<b>Print or type. See Specific Instructions on page 3.</b>	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	Exempt payee code (if any) _____
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	Exemption from FATCA reporting code (if any) _____
	<input type="checkbox"/> Other (see instructions) ▶ _____	(Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

<b>Social security number</b>																					
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**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

## Part II Certification

- Under penalties of perjury, I certify that:
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
  2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
  3. I am a U.S. citizen or other U.S. person (defined below); and
  4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

**a. Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

**b. Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

**c. Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

**d. Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

**e. Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABL accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

### What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

\*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

### Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**CONFIDENTIALITY AGREEMENT**

THIS CONFIDENTIALITY AGREEMENT (the "Agreement") dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

**BETWEEN:**

E & B Bulk Transportation, Inc. of 12447 12th Avenue, Hanford Ca 93230

("E&B")

OF THE FIRST PART

- AND -

of

\_\_\_\_\_  
(the "Contractor")

OF THE SECOND PART

**BACKGROUND:**

1. The Contractor is currently or may be retained as an independent contractor with E & B Bulk Transportation, Inc for the position of: Sub Hauler/Sub Contractor. In addition to this responsibility or position (the "Retainer"), this Agreement also covers any position or responsibility now or later held with E & B Bulk Transportation Inc.
2. The Contractor will receive from E & B Bulk Transportation, Inc., or develop on the behalf of E&B, Confidential Information as a result of the Retainer (the 'Permitted Purpose').

**IN CONSIDERATION OF** and as a condition of E&B retaining the Contractor and E&B providing the Confidential Information to the Contractor in addition to other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

**Confidential Information**

1. The Contractor acknowledges in any position the Contractor may hold, in and as a result of the Contractor's retainer by E&B, the Contractor will, or may, be making use of, acquiring or adding to information about certain matters and things which are confidential to E&B and which information is the exclusive property of E&B, including, without limitation:
  - a. 'Confidential Information' means all data and information relating to the business and management of E&B, including proprietary and trade secret technology and accounting records to which access is obtained by the Contractor, including Work Product, Production Processes, Other Proprietary Data, Business Operations,

Marketing and Development Operations, and Customers. Confidential Information will also include any information that has been disclosed by a third party to E&B and governed by a non-disclosure agreement entered into between the third party and E&B. Confidential Information will not include information that:

- i. is generally known in the industry of E&B;
  - ii. is now or subsequently becomes generally available to the public through no wrongful act of the Contractor;
  - iii. the Contractor rightfully had in his possession prior to receiving the Confidential Information from E&B;
  - iv. is independently created by the Contractor without direct or indirect use of the Confidential Information; or;
  - v. the Contractor rightfully obtains from a third party who has the right to transfer or disclose it.
- b. 'Work Product' means work product resulting from or related to work or projects performed or to be performed for E&B or for clients of E&B, of any type or form in any stage of actual or anticipated research and development;
- c. 'Production Processes' means processes used in the creation, production and manufacturing of the Work Product, including but not limited to formulas; patterns, molds, models, methods, techniques, specifications, processes, procedures, equipment, devices, programs, and designs;
- d. 'Other Proprietary Data' means information relating to E&B's proprietary rights prior to any public disclosure of such information, including but not limited to the nature of the proprietary rights, production data, technical and engineering data, technical concepts, test data and test results, simulation results, the status and details of research and development of products and services, and information regarding acquiring, protecting, enforcing and licensing proprietary rights (including patents, copyrights and trade secrets);
- e. 'Business Operations' means internal personnel and financial information, vendor names and other vendor information (including vendor characteristics, services and agreements), purchasing and internal cost information, internal services and operational manuals, and the manner and methods of conducting E&B's business;
- f. 'Marketing and Development Operations' means marketing and development plans, price and cost data, price and fee amounts, pricing and billing policies, quoting procedures, marketing techniques and methods of obtaining business, forecasts and forecast assumptions and volumes, and future plans and potential strategies of E&B which have been or are being discussed; and

- g. 'Customers' means names of customers and their representatives, contracts and their contents and parties, customer services, data provided by customers and the type, quantity and specifications of products and services purchased, leased, licensed or received by clients of E&B.

### Confidential Obligations

2. Except as otherwise provided in this Agreement, the Contractor must keep the Confidential Information confidential.
3. Except as otherwise provided in this Agreement, the Confidential Information will remain the exclusive property of E&B and will only be used by the Contractor for the Permitted Purpose. The Contractor will not use the Confidential Information for any purpose that might be directly or indirectly detrimental to E&B or any of its affiliates or subsidiaries.
4. The obligations to ensure and protect the confidentiality of the Confidential Information imposed on the Contractor in this Agreement and any obligations to provide notice under this Agreement will survive the expiration or termination, as the case may be, of this Agreement and those obligations will last indefinitely.
5. The Contractor may disclose any of the Confidential Information:
  - a. to such of his employees, agents, representatives and advisors that have a need to know for the Permitted Purpose provided that:
    - i. the Contractor has informed such personnel of the confidential nature of the Confidential Information;
    - ii. such personnel agree to be legally bound to the same burdens of confidentiality and non-use as the Contractor;
    - iii. the Contractor agrees to take all necessary steps to ensure that the terms of this Agreement are not violated by such personnel; and
    - iv. the Contractor agrees to be responsible for and indemnify E&B for any breach of this Agreement by his personnel.
  - b. to a third party where E&B has consented in writing to such disclosure; and
  - c. to the extent required by law or by the request or requirement of any judicial, legislative, administrative or other governmental body.

### Non-Solicitation

6. Any attempt on the part of the Contractor to induce others to leave E&B's employ, or any effort by the Contractor to interfere with E&B's relationship with its other employees and contractors would be harmful and damaging to E&B. The Contractor agrees that during the



term of the Retainer and for a period of five (5) years after the end of term of the Retainer, the Contractor will not in any way, directly or indirectly:

- a. induce or attempt to induce any employee or contractor of E&B to quit employment or retainer with E&B;
- b. otherwise interfere with or disrupt E&B's relationship with its employees and contractors;
- c. discuss employment opportunities or provide information about competitive employment to any of E&B's employees or contractors; or
- d. solicit, entice, or hire away any employee or contractor of E&B.

This obligation will be limited in scope to those persons that were employees or contractors of E&B at the same time that the Contractor was retained by E&B.

#### Ownership and Title

7. The Contractor acknowledges and agrees that all rights, title and interest in any Confidential Information will remain the exclusive property of E&B. Accordingly, the Contractor specifically agrees and acknowledges that the Contractor will have no interest in the Confidential Information, including, without limitation, no interest in know-how, copyright, trademarks or trade names, notwithstanding the fact that the Contractor may have created or contributed to the creation of the same.
8. The Contractor does hereby waive any moral rights that the Contractor may have with respect to the Confidential Information.
9. This Agreement will not apply in respect of any intellectual property, process, design, development, creation, research, invention, know-how, trade names, trademarks or copyrights for which:
  - a. no equipment, supplies, facility or Confidential Information of E&B was used,
  - b. was developed entirely on the Contractor's own time, and
  - c. does not:
    - i. relate to the business of E&B,
    - ii. relate to the Contractor's actual or demonstrably anticipated processes, research or development or
    - iii. result from any work performed by the Contractor for E&B.
10. The Contractor agrees to immediately disclose to E&B all Confidential Information developed in whole or in part by the Contractor during the term of the Retainer and to assign

to E&B any right, title or interest the Contractor may have in the Confidential Information. The Contractor agrees to execute any instruments and to do all other things reasonably requested by E&B (both during and after the term of the Retainer) in order to vest more fully in E&B all ownership rights in those items transferred by the Contractor to E&B.

### Remedies

11. The Contractor agrees and acknowledges that the Confidential Information is of a proprietary and confidential nature and that any failure to maintain the confidentiality of the Confidential Information in breach of this Agreement cannot be reasonably or adequately compensated for in money damages and would cause irreparable injury to E&B. Accordingly, the Contractor agrees that E&B is entitled to, in addition to all other rights and remedies available to it at law or in equity, an injunction restraining the Contractor and any agents of the Contractor, from directly or indirectly committing or engaging in any act restricted by this Agreement in relation to the Confidential Information.

### Return of Confidential Information

12. The Contractor agrees that, upon request of E&B, or in the event that the Contractor ceases to require use of the Confidential Information, or upon expiration or termination of this Agreement, or the expiration or termination of the Retainer, the Contractor will turn over to E&B all documents, disks or other computer media, or other material in the possession or control of the Contractor that:
  - a. may contain or be derived from ideas, concepts, creations, or trade secrets and other proprietary and Confidential Information as defined in this Agreement; or
  - b. is connected with or derived from the Contractor's services to E&B.

### Notices

13. In the event that the Contractor is required in a civil, criminal or regulatory proceeding to disclose any part of the Confidential Information, the Contractor will give to E&B prompt written notice of such request so E&B may seek an appropriate remedy or alternatively to waive the Contractor's compliance with the provisions of this Agreement in regards to the request.
14. If the Contractor loses or fails to maintain the confidentiality of any of the Confidential Information in breach of this Agreement, the Contractor will immediately notify E&B and take all reasonable steps necessary to retrieve the lost or improperly disclosed Confidential Information.
15. Any notices or delivery required in this Agreement will be deemed completed when hand-delivered, delivered by agent, or seven (7) days after being placed in the post, postage prepaid, to the parties at the addresses contained in this Agreement or as the parties may later designate in writing.

16. The address for any notice to be delivered to any of the parties to this Agreement is as follows:

a. E & B Bulk Transportation, Inc:  
12447 12th Avenue, Hanford Ca 93230

b. \_\_\_\_\_:

### Representations

17. In providing the Confidential Information, E&B makes no representations, either expressly or impliedly as to its adequacy, sufficiency, completeness, correctness or its lack of defect of any kind, including any patent or trademark infringement that may result from the use of such information.

### Termination

18. This Agreement will automatically terminate on the date that the Contractor's Retainer with E&B terminates or expires, as the case may be. Except as otherwise provided in this Agreement, all rights and obligations under this Agreement will terminate at that time.

### Assignment

19. Except where a party has changed its corporate name or merged with another corporation, this Agreement may not be assigned or otherwise transferred by either party in whole or part without the prior written consent of the other party to this Agreement.

### Amendments

20. This Agreement may only be amended or modified by a written instrument executed by both E&B and the Contractor.

### Governing Law

21. This Agreement will be construed in accordance with and governed by the laws of the State of California.

### General Provisions

22. Time is of the essence in this Agreement.

23. This Agreement may be executed in counterparts.

24. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

25. The clauses, paragraphs, and subparagraphs contained in this Agreement are intended to be read and construed independently of each other. If any part of this Agreement is held to be invalid, this invalidity will not affect the operation of any other part of this Agreement.
26. The Contractor is liable for all costs, expenses and expenditures including, and without limitation, the complete legal costs incurred by E&B in enforcing this Agreement as a result of any default of this Agreement by the Contractor.
27. E&B and the Contractor acknowledge that this Agreement is reasonable, valid and enforceable. However, if a court of competent jurisdiction finds any of the provisions of this Agreement to be too broad to be enforceable, it is the intention of E&B and the Contractor that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable, bearing in mind that it is the intention of the Contractor to give E&B the broadest possible protection to maintain the confidentiality of the Confidential Information.
28. No failure or delay by E&B in exercising any power, right or privilege provided in this Agreement will operate as a waiver, nor will any single or partial exercise of such rights, powers or privileges preclude any further exercise of them or the exercise of any other right, power or privilege provided in this Agreement.
29. This Agreement will inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns, as the case may be, of E&B and the Contractor.
30. This Agreement constitutes the entire agreement between the parties and there are no further items or provisions, either oral or otherwise.

IN WITNESS WHEREOF E & B Bulk Transportation, Inc and \_\_\_\_\_ have  
 duly affixed their signatures under hand and seal on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

E & B Bulk Transportation, Inc (E&B)

Witness: \_\_\_\_\_ (Sign)  
 \_\_\_\_\_ (Print)

Per: \_\_\_\_\_ (SEAL)

Witness: \_\_\_\_\_ (Sign)  
 \_\_\_\_\_ (Print)

\_\_\_\_\_  
 \_\_\_\_\_ (Contractor)

# MOTOR CARRIER TO MOTOR CARRIER AGREEMENT

## AUTHORIZATION FOR RELEASE OF CONFIDENTIAL INFORMATION

### "PARTS 382 AND 40, TITLE 49, CODE OF FEDERAL REGULATIONS"

As an employee, I hereby authorize my company, \_\_\_\_\_, Designated Employer Representative to release any verified positive substance abuse test result and/or positive alcohol misuse test administered in accordance with Part 382, Title 49, Federal Regulations, including any refusal to submit to test as defined in §382.107, or any disqualifying violation of the Federal Motor Carrier Safety Administration's drug and alcohol testing regulations.

The release of this confidential information shall be to the Designated Employer Representative (Section 40.3) of:

E+B Bulk Transportation, Inc  
(Lessee/Prime Carrier Name)

12447 12<sup>th</sup> Ave. Hanford, CA 93230  
(Address)

Janette Martin  
(Designated Employer Representative)

(559) 582-9135  
(Phone Number)

X \_\_\_\_\_  
(Employee Print Name)

X \_\_\_\_\_  
(Employee's Signature)

N/A  
(Driver's License Number)

X \_\_\_\_\_  
(Date)

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I HEREBY REVOKE MY AUTHORIZATION TO RELEASE THE CONFIDENTIAL INFORMATION INDICATED ABOVE.

\_\_\_\_\_  
(Employee's Signature)

\_\_\_\_\_  
(Date)

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Distribution: Driver Qualification File/Personnel File  
Prime Carrier

# AUTHORIZATION FOR RELEASE OF CONFIDENTIAL INFORMATION

## Part 382, Title 49, Code of Federal Regulations

I HEREBY GRANT AUTHORITY TO THE MANAGEMENT OF \_\_\_\_\_ FOR RELEASE OF THE INFORMATION INDICATED BELOW TO:

NAME OF CONTACT: Janette Martin

COMPANY: E+B Bulk Transportation, Inc.

MAILING ADDRESS: 12447 12<sup>th</sup> Ave., Hanford, CA 93230

TELEPHONE NUMBER: (559) 582-9135 FAX: (559) 582-3423

### CONSORTIUM MEMBER INFORMATION:

COMPANY NAME: \_\_\_\_\_ ACCT No.: \_\_\_\_\_

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_

### CONSORTIUM VERIFICATION OF ACCOUNT / RECEIPT OF AUTHORIZATION

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_

CHECK (✓) APPROPRIATE BOX(ES) FOR INFORMATION TO BE RELEASED:

- (✓) ANY CANCELLATION OF MY MEMBERSHIP IN THE SUBSTANCE ABUSE/ALCOHOL MISUSE TESTING CONSORTIUM.
- (✓) AS AN INDEPENDENT CONTRACTOR OR OWNER/OPERATOR AS DEFINED IN SECTION 34624, CALIFORNIA VEHICLE CODE, ANY REPORTED POSITIVE TEST RESULTS AND/OR REFUSAL TO TEST.