



# DODATKOWE WYMAGANIA DOTY- CZĄCE USŁUG TRANSPORTOWYCH DLA AMAZON

2019-05-01 redakcja



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**ADDITIONAL REQUIREMENTS OF TRANSPORTATION SERVICES  
FOR AMAZON**

These **Additional Requirements of Transportation Services for Amazon** shall constitute an integral part of each Forwarding order (contract) signed (concluded) between the Supplier (transport company, providing transportation services) and the Client (company UAB "Girteka cargo"), if particular Forwarding order (contract) is concluded in respect of transportation services for Client's customer Amazon EU s.a.r.l. and / or its affiliated companies.

The Supplier with accepting particular Forwarding order (contract) in respect of transportation services for Client's customer Amazon EU s.a.r.l. and / or its affiliated companies confirms that the Supplier is well familiar with all provisions of these Additional Requirements of Transportation Services for Amazon, had the opportunity to get acquainted with them, understands them, accepts them, confirms the compliance with them, agrees to fulfil all the requirements of them, when performing transportation services to Client's customer Amazon EU s.a.r.l. and / or its affiliated companies, and this is confirmed by Supplier accepting the particular Forwarding order (contract) with link to these Additional Requirements of Transportation Services for Amazon.

Additional Requirements of Transportation Services for Amazon consists of following parts:

- INSURANCES (page 2)
- EXHIBIT A. Services, Performance Standards and Reports (page 3)
- EXHIBIT B. Service Levels (pages 4-6)
- EXHIBIT C. Physical Security Standard Operating Procedure for Suppliers (pages 7-12)
- EXHIBIT D. Security Policy (pages 13-14)

## **INSURANCES**

The Supplier will obtain and maintain in force (at its own expense) for the term of this Agreement suitable insurance policies including: a) employers' liability insurance in the amount prescribed by applicable law, and (b) for each of the following policies, the amount prescribed by law but not less than \$ 1,000,000 per occurrence: (i) public liability, (ii) business auto liability, and (iii) cargo legal liability for any Inbound or Middle Mile Carriage, (iv) such other insurances as would be appropriate at the insurance levels that are appropriate as would be maintained by a similar reputable business providing services similar to the Services. In each case the Supplier will maintain insurances with suitable indemnity limits to cover potential loss and damage that could be incurred by the Client in connection with the provision of the Services under this Agreement. The insurance policies referred to above shall be with reputable insurers, shall be on usual market terms and shall not include unreasonable excesses. Within fourteen (14) days of a request by the Client, the Supplier shall provide reasonable evidence of the insurance that it is obliged to maintain in accordance with this Agreement. Supplier shall as soon as practicable also provide the Client with written notice of any material change to any insurance policy or any termination, lapse, cancellation, renewal or placing of new insurance. The Client's approval of any of the Supplier's insurance policies does not relieve or limit any of the Supplier's obligations under this Agreement. The Supplier shall be responsible for insuring any equipment that it brings onto the Premises. The Client shall have no responsibility for any loss of or damage to this equipment, except for loss or damage caused by the wilful negligent acts of the Client.

## **WAIVERS**

Supplier waives any lien upon (or other right with respect to) the products transported, regardless of whether Supplier would otherwise be entitled to such lien or other rights pursuant to contract or applicable law; and waives any claim (including, without limitation, for amounts owed for delivery services) against the customer of the Client, i.e. against Amazon and its Affiliates.

**EXHIBIT A**Services, Performance Standards and Reports

1. **Services.** Supplier's transportation service, including but not limited to receiving, loading, storing, transporting, unloading and related transportation services.
2. **Performance Standards.** Supplier will design and implement programs (i) for measuring performance to statistically determine variability in delivery quality, shipment integrity, transit-time, loss / damage history, invoice accuracy, and accuracy, availability and speed in communicating shipment data and status; and (ii) for continuous improvement along such benchmarks. Client and Supplier will meet periodically to review strategies and timelines for continuous improvement, with the joint goal of reducing variability in Supplier performance and to meet or exceed the target Services Levels specified in **Exhibit B**. Supplier will dedicate account resources to measuring and improving performance.
3. **Reports and Electronic Communications**
  - 3.1 The Supplier must be completely integrated with the GPS tracking system ("Tracking System") notified by Client before operating on Client's loads. Every tractor and/or trailer (as applicable) must be traceable using the Tracking System when operating on Client's loads. Minimum Service Levels for traceability of tractors and / or trailers using the Tracking System are set out in **Exhibit B**.
  - 3.2 The Supplier should supply a daily report incorporating the following: (OTC) On time collection validation which shows actual day & time of collection verses planned collection day & time and (OTD) On time delivery validation which shows actual day & time of delivery versus planned delivery day & time. Furthermore, the report should include root-cause for any delay, responsibility (Supplier / Client), comments, collecting point, Client's site & location, delivery point, company & location. The commentary and details regarding collecting point, site & location, delivery point, company & location is to be provided to Client by e-mail. The daily report will be sent to Client via email ([amazon@girteka.eu](mailto:amazon@girteka.eu)) every day by latest 08:00 am. Info from this report should then be summarized and provided on a monthly basis to Client showing number of shipments completed by lane and number of failures and who these are attributable to.
  - 3.3 The Supplier will have visibility over trucks that have been identified as late in arrival and should respond to these delay notifications via above mentioned e-mail, providing an updated ETA (estimated time of arrival) and the root cause for the delay.
  - 3.4 Proactive daily pre-alerts will be required to be sent to Client advising about pick-up, delivery delays, any incidents impacting the scheduled collections or deliveries where exceeding 15 minutes or any incidents related to the operated line hauls. These delays are to be communicated via e-mail.
  - 3.5 The Supplier will be required to send or upload a weekly schedule of its truck runs in a pre-defined format if so required by Client.
  - 3.6 Overall operational day-to-day communication between the Supplier and Client should be conducted via e-mail. The Supplier agrees to use this way of communication as instructed.
  - 3.7 Weekly line haul cost report is required to be sent to Client via email [amazon@girteka.eu](mailto:amazon@girteka.eu) each Monday by latest 11:00am. For the purpose of the Reporting Periods (i) a week shall be each Sunday to Saturday.

**EXHIBIT B**

Service Levels

For the purposes of this Agreement, each delivery of goods shall be referred to as a “Line Haul movement”.

Key Performance Indicator	Minimum Service Level	Measurement Period	Reporting Period
Consignments delivered on time	98 %	Quarterly	Weekly, Monthly and Quarterly
GPS compliance	95 %	Quarterly	Weekly

Supplier’s performance against the Key Performance Indicators above (“KPIs”) shall be measured across the relevant Measurement Period as specified above. Supplier’s obligation for each Key Performance Indicator is to achieve at least the Minimum Service Level agreed in the table in each Measurement Period.

For the purposes of the Measurement Periods and Reporting Periods (i) a week shall be each Sunday to Saturday, (ii) a month shall be each calendar month, and (iii) a quarter shall be each period of January to March, April to June, July to September and October to December.

Supplier shall provide Client with accurate reports on each KPI within 1 day of the end of each Measurement Period.

If Supplier falls below the agreed Minimum Service Levels for each KPI, Supplier will submit a detailed recovery plan to Client in writing within 7 days and will recover performance to achieve at least the Minimum Service Level by the end of the next Measurement Period.

**1. Consignments positioned and delivered on time**

- 1.1 Consignments will be deemed to have been positioned and delivered on time if:
- The Supplier is positioned within 5 min of the scheduled time at the origin
  - The Supplier is departed within 30 min of the planned dock departure from the origin
  - The Supplier delivers the goods within 5 min of the scheduled arrival at the destination

**2. GPS compliance**

- a. Supplier commits to integrating its tractors and trailers with the Tracking System, in accordance with Client's instructions and prior to operating on Client's loads.
- b. Supplier will ensure GPS compliance for all tractors and trailers used to perform the Services in a Quarter is at least 95 %.
- c. A truck or trailer is "GPS compliant" if the relevant truck or trailer can be successfully traced using the Tracking System.
- d. If Supplier falls below the agreed Minimum Service Level for GPS compliance (in aggregate) in any given Quarter, Client reserves the right, in its sole discretion, to review Supplier’s awarded lanes or terminate the Agreement without penalty upon giving written notice to Supplier.

**3. Exceptions to Performance Measurement**

- 3.1 To the extent that delays or failures (not controllable delays) to meet the KPIs are caused by the following events (provided not caused by or contributed to by the Supplier) they shall not be counted as delays for purposes of performance measurement KPIs under Exhibit B above:

1. Customs inspection\*
2. Delays to channel crossing
3. Extreme weather conditions preventing normal circulation (heavy snow, high winds, excessive rainfall)
4. Traffic restrictions imposed by the relevant official authorities (a.o. road- and tunnel closures, temporary and permanent truck bans)\*
5. Road Accident\*
6. Airline delays
7. Airline handling agent delays
8. Strike (excluding strikes by employees of Supplier and Personnel)\*
9. Local authority spot checks of vehicles\*
10. National fuel shortage
11. National holiday
12. Act of God

*\*subject to reasonable evidence promptly adduced by the Supplier to Client*

**3. Waiting charges**

3.1 For example, Supplier may be eligible to charge waiting charges to Client in the following scenarios:

Supplier Positioning	FC Departure	Supplier Arrival	FC Unloading	Supplier Waiting Applicable
On time	On time	On time	Late	Yes
On time	Late	On time	Late	Yes
On time	Late	Late	Late	Yes
Late	On time	On time	Late	Yes
Late	Late	On time	Late	Yes
On time	On time	On time	On time	No
On time	On time	Late	On time	No
On time	On time	Late	Late	No
On time	Late	On time	On time	No
On time	Late	Late	On time	No
Late	On time	On time	On time	No
Late	On time	Late	On time	No
Late	On time	Late	Late	No
Late	Late	On time	On time	No
Late	Late	Late	On time	No
Late	Late	Late	Late	No

3.2 Supplier may not charge waiting charges in the event that waiting is caused is any event that is beyond the reasonable control of Client, including but not be limited to acts of God or war or terrorism,

fire, floods, earthquakes, storms, default by suppliers, strikes, lock-outs, industrial disturbances, riots, civil commotion or unrest, interference by civil or military authorities and compliance with the acts, regulations or orders of any local, governmental or other regulatory authorities insofar as these have been implemented or modified since the date of the Agreement.

**4. Technical Line Haul Incident SOP**

Supplier shall provide Client with a comprehensive Standard Operation Procedure (SOP) in the event of any technical truck incidents e.g. truck breakdown which might arise. The Supplier commits to update regularly the technical line haul incident SOP and to communicate any changes directly to the Client in a timely manner. **(SOP to be included by the Supplier).**

**5. Supplier Fleet Maintenance SOP**

Supplier shall provide Client with a comprehensive Standard Operation Procedure (SOP) for Supplier fleet maintenance e.g. regularly technical truck controls. The Supplier commits to update regularly the Supplier fleet maintenance SOP and to communicate any changes directly to the Client in a timely manner. **(SOP to be included by the Supplier).**

**EXHIBIT C**Physical Security Standard Operating Procedure for Suppliers**INTRODUCTION**

This Exhibit sets out the physical security requirements that each Supplier must comply with and the information that Supplier must provide to Client.

This Exhibit does not cover all of Client's physical security requirements and additional details of such requirements may be set out in an agreement between Client and each Supplier ("Agreement").

Defined terms will have the meaning given to them in the Agreement, or as otherwise defined by industry standards.

If Client wishes to make any changes to this Exhibit, it will notify the Supplier in writing. The parties will implement that change within thirty (30) days or such shorter period if reasonable. If such a change would have a material cost impact on Supplier, the parties will subsequently discuss and agree (acting reasonably and in good faith) on a reasonable allocation of the relevant costs.

**CONTACT DETAILS**

Client Loss Prevention Team. Email: [amazon@girteka.eu](mailto:amazon@girteka.eu)

**PART A****GENERAL OBLIGATIONS**

This Part A sets out the general physical security obligations that the Supplier must comply with.

**1. General Security Standards of Care**

- a. Suppliers will ensure the safety and security of (i) all Client personnel and Supplier personnel while present at the Supplier's premises, and (ii) all Client Goods (as defined below) while in its care and custody, in accordance with good industry practice and globally recognized published standards.
- b. Where Goods owned by Client, or intended for but not necessarily received yet by Client ("Client Goods") are processed or stored or otherwise handled at Supplier's premises, the Supplier will within ninety (90) days of the effective date of the Agreement (the "Effective Date") ensure that the Supplier's premises have security standards that at least equal the standards published by the Transported Asset Protection Association ("TAPA") as its Freight Security Requirements ("TAPA-FSR") for a Level B warehouse as published at [www.tapaemea.com](http://www.tapaemea.com), evidenced by either (i) issued certification, or (ii) the Supplier having completed compliance with Section 2 of this Exhibit in respect of Supplier's premises.
- c. During overland (truck) transportation, the Supplier shall exercise due care for Client Goods in accordance with industry common practices and Part C of this Exhibit, specifically as regards the use of TIR cords, locks, seals, and secure parking areas on-route. The Supplier shall ensure that any subcontracted Supplier exercises the same level of care.
- d. Based on any independent risk assessment by Client, Client may require a higher level of security such as "TAPA FSR Level A" and/or "TAPA TSR Levels 2 or 1" standards and official TAPA FSR/TSR certification. The Supplier may be asked to provide certification as evidence of meeting these standards.

**2. Compliance with Security Standards of Care**

- a. For the purpose of self-assessing and documenting its level of TAPA compliance, Supplier shall use the FSR Audit Form (open excel format), FSR Scoring Matrix, and Corrective Action Form, published by TAPA.
- b. If required under Section 1(b) above, the Supplier will within ninety (90) days of the Effective Date, and on each anniversary of the Effective Date, complete a self-assessment for each facility at Supplier's premises processing or storing or otherwise handling Client Goods, and will provide the results of



each assessment to the Client Loss Prevention Team by email with the subject line "Site Self Compliance of [NAME OF SUPPLIER], located at (insert physical address)".

- c. If the Supplier is aware that a Supplier facility is not compliant with all the physical security requirements described in the FSR Audit Form, the Supplier will provide the Client Loss Prevention Team with a corrective action plan by email for each item where the facility is not compliant, as follows:
  - i. audit item failure;
  - ii. alternative compensating actions implemented or planned to contain or reduce inherent risk(s);
  - iii. action owner's name and email address;
  - iv. corrective action to be taken to correct failure; and
  - v. date of anticipated corrective action deployment.
- d. The Supplier will fully implement all corrective action plans with permanent and stable solutions within 30 days of the date on which non-compliance was identified.
- e. In exceptional circumstances, the Supplier may request a waiver of one or more requirements. For this purpose, the Supplier shall use the Waiver Request Form published by TAPA and email it to the Client Loss Prevention team. The Supplier will include in its request details of the equal and reasonable compensating control(s) which are in place. If granted, the waiver will be valid for one year only. Prior to expiry, the Supplier must either re-submit a waiver request or achieve compliance with the relevant requirement in the FSR Audit Form.

**3. Audit and Material Changes to Physical Security**

- a. Following compliance with Section 1(b) of this Exhibit, Supplier will not make any material changes to its physical security standards without the prior written approval of the Client Loss Prevention Team (and such approval not to be unreasonably withheld). Supplier will request any such approvals from the Client Loss Prevention team via email.
- b. The Client Loss Prevention Team may verify information provided by Supplier about its physical security standards (including in respect of any proposed material changes) by carrying out an audit by giving at least 36 hours written notice.

**4. Information to be provided by Supplier**

- a. As soon as possible and no later than thirty (30) days after the Effective Date, the Supplier will provide the Client Loss Prevention Team with the following information:
  - i. where Client Goods are processed or stored or otherwise handled at the Supplier's premises: a list of the Supplier's security contacts, including contact information for local site management, in an email with subject matter line "NAME OF SUPPLIER: Security POC";
  - ii. a copy of the Supplier's security standard operating procedures in an email with subject matter line "NAME OF SUPPLIER: Security SOP"; and
  - iii. the locations of all Supplier-authorized truck parking places and the results of the self-assessment required in accordance with TAPA TSR / FSR for all Supplier trucks used in the provision of the Services, in an email with subject matter line "NAME OF SUPPLIER: TAPA TSR/FSR."
- b. No later than the date of each anniversary of the Effective Date, and as needed (for example, in the event of any material changes), the Supplier will provide the Client Loss Prevention Team with:
  - i. an updated version of the information described in Section 4(a);
  - ii. where Client Goods are processed or stored or otherwise handled at the Supplier's premises, details of the Supplier's storage facilities and their security certifications as described in Section 1(b)(i), along with copies of supporting documents; or

- iii. the FSR Audit Form described in Section 2(b) and, where applicable, the information required under Section 3.

**5. Supplier Personnel**

- a. To the extent permitted by local law, the Supplier will:
  - i. ensure that all Supplier personnel who have access to Client Goods and information, or who are otherwise involved in the provision of the Services:
    - 1. are appropriately vetted, including education and employment history, criminal conviction history, illegal drug testing and references, and in accordance with TAPA Level B and TSR Level 2; and
    - 2. have no previous history of criminal wrongdoing (including drug offences).

**6. Operational Security Standards**

- a. The Supplier will designate:
  - i. a specific employee to be responsible for the administration and maintenance of each site security program;
  - ii. a loss investigator to be responsible for leading and coordinating investigations into the damage, loss, and theft of Client Goods; and
  - iii. a single security representative to liaise with the Client Loss Prevention Team and monitor the effectiveness of the Supplier's security program.

**7. Physical Security Standards**

- a. The Supplier will maintain the physical security of Client Goods within the Supplier's storage facilities as follows:
  - i. All Supplier storage facilities must be designed to guard against forced and unauthorized entry, theft, property damage, and injury to personnel. Techniques will include but not be limited to:
    - 1. intrusion detection system operating during non-working hours;
    - 2. interior motion detection devices in the Supplier storage facilities which do not have security personnel on-site after operational hours;
    - 3. protective fencing for utilities, electrical substations, chemical storage, communication equipment and other vital areas;
    - 4. adequate exterior protective lighting;
    - 5. exterior doors equipped with door alarm monitoring devices; and
    - 6. exit search metal detectors located where required.
  - ii. All Supplier storage facilities must display appropriate notices identifying the premises as Supplier storage facilities.
  - iii. Access to all Supplier storage facilities must be controlled and monitored by security personnel, a receptionist, or an electronic access control system.
  - iv. Photographic identification badges must be displayed by everyone who accesses Supplier storage facilities, unless prohibited by local law.
  - v. The Supplier must develop and implement procedures to govern the access and movement of visitors to Supplier storage facilities and must require such persons to

sign non-disclosure or confidentiality agreements where they are not escorted by Supplier personnel.

- vi. All Supplier storage facilities must prominently display notices that Supplier reserves the right to inspect hand-carried items, including briefcases and handbags, unless prohibited by local law. Inspection procedures will be determined by Supplier's local management.

## **8. Packaging of Goods**

- a. Where the Supplier is responsible for packaging the Client Goods, it will use secure and tamper resistant containers and materials, so that it is obvious when there has been any tampering with the packages containing Client Goods.
- b. The Supplier will inspect each package containing Client Goods (electronically and/or physically) to assure that it is complete and that none of the Client Goods are missing or have been stolen.
- c. The Supplier will ensure that no over-packaging bears Client's name or any Client trademark unless such over-packaging has been required by Client in writing or is required by applicable law.

## **9. Transportation and Logistics**

If the Supplier undertakes one or more of the following activities, the corresponding requirements shall apply:

- a. General
  - i. The Supplier will assure that all vehicles (whether on air, sea or land) and Supplier storage facilities in which Client Goods are transited meet or exceed security standards as published by TAPA.
- b. Overland Shipping (Truck) of Goods.
  - i. The Supplier will ensure its drivers comply with Client's "Golden Driver Rules", set out in Part C of this Exhibit.
  - ii. The Supplier will comply with the requirements described in Section 1(c) and (d).
- c. Shipment by Air.
  - i. The Supplier will ensure that all airports warehouses in which Client Goods are transited meet or exceed security standards as published by TAPA, as set out in this Exhibit or as separately communicated by Client.
  - ii. The Supplier will not substitute agreed modes of transportation (overland trucking as opposed to air) without Client's prior written approval.

## **10. Investigation and Reporting of Loss, Damage or Theft of Goods**

- a. The Supplier will immediately (within 1 hour of identification) report all criminal activity involving the Client Goods to the local police authority and the Client Loss Prevention team.
- b. The Supplier will provide a weekly report to the Client Loss Prevention Team (in such format as may be required) in relation to all loss, theft and damage which has occurred whilst Client Goods are under the control or possession of the Supplier or any of its subSuppliers.
- c. The Supplier will promptly investigate all incidents of loss, damage and theft of Client Goods to identify the root cause, responsible parties, whether recovery of the Client Goods is possible, and future corrective and preventative actions.
- d. The Supplier will report to the Client Loss Prevention Team on the status of open investigations into incidents of loss, theft or damage every 24 hours or in accordance with such alternative schedule as may be agreed by regional Client Loss Prevention representatives in writing.
- e. In respect of each incident of loss, theft or damage to Client Goods, the Supplier will provide the Client Loss Prevention Team with a written report within 30 days of the incident occurring:

- i. setting out the future corrective and preventative actions the Supplier will take to prevent such type of incident occurring again; and
  - ii. where the incident is due to the Supplier itself being in breach of a transportation agreement with Client, or otherwise at fault, setting out the full root cause analysis in respect of the incident.
- f. Where permitted by local law, the Supplier will also fully disclose all supporting evidence in respect of the incident within 24 hours of written request by the Client Loss Prevention team.

## **PART B**

### **PHYSICAL SECURITY INFORMATION**

This Part B sets out the information and actions that each Supplier needs to provide to Client or carry out with respect to the physical security of the Supplier's premises where Client Goods are processed or stored or otherwise handled.

All information to be provided by the Supplier to Client should be emailed to the Client Loss Prevention Team.

#### **1. Information and actions to be completed prior to execution of an agreement with Client:**

- a. a list of Supplier's premises where Client Goods will be processed or stored or otherwise handled;
- b. details of which Supplier premises hold private (e.g. TAPA, ISO9001:2015, ISO 28000:2008) or governmental (e.g. C-TPAT, TSA, or AEO) certifications, along with copies of supporting documents;
- c. If Supplier premises are TAPA Certified, a certification from any TAPA recognized auditing firm attesting that each Supplier location equals or exceeds TAPA FSR Level B security standards. The subject of the email will be "NAME OF SUPPLIER: TAPA Certification for (Location)"; or
- d. If Supplier premises are not TAPA Certified, in respect of each Supplier location which does not equal or exceed TAPA FSR Level B security standards, Supplier will either request Client to grant a ninety (90) day grace period during which Supplier will obtain TAPA FSR Level B certification or
  - i. the Supplier shall comply with Part A of this Exhibit, Section 2, Compliance with Security Standards of Care;
  - ii. provide the results of the self- assessment to Client with the subject line "Site Self Compliance of <NAME OF SUPPLIER>, located at (insert physical address)";
  - iii. If the Supplier is aware that Supplier's premises or facilities are not compliant with Client's physical security requirements, having completed the self-assessment, the Supplier must comply with Part A of this Exhibit, Section 2(c), Compliance with Security Standards of Care, or alternatively follow the request for waiver process described in Part A, Section 2(e) of this Exhibit.

#### **2. Information to be provided as soon as possible after, and in any event within 30 days of, execution of an agreement with Client**

The information described in Part A of this Exhibit, Section 4(a)(i) – (iii), Information to be provided by Supplier.

#### **3. Information to be provided every 6 months, and as needed (for example, in the event of any material changes)**

A list of Supplier premises and /or facilities in an email with a subject of "NAME OF SUPPLIER: Facility List".

#### **4. Information / actions to be completed no later than the date of each anniversary of the date of execution of an agreement with Client, and as needed (for example, in the event of any material changes)**

The information described in Part A of this Exhibit, Section 4(b), Information to be provided by Supplier.

## **PART C**

### **CLIENT GOLDEN DRIVER RULES**

You are transporting high value and high-risk goods. This freight is frequently the target of criminal organizations and enterprises and you are advised to use the utmost caution during your travels to reduce the likelihood of diversion and loss.

1. Use major highways, freeways, & expressways for long distance journeys to major destinations. If possible, avoid the use of secondary roads or short cuts. Do not divert from pre-planned routes.
2. Drivers and attendants are advised not to relate, discuss, or release any information regarding their consignment to anyone that does not need to know.
3. Always secure your vehicle, even while driving.
4. Do not leave the vehicle unattended and park only in approved secure locations, toll plazas or at police stations in smaller townships. If the transport requires two drivers then one must always be with the vehicle at all times, so that meal and restroom breaks are done in rotation.
5. In the unlikely event that the consignee cannot accept the delivery upon your arrival – you must contact your dispatcher to determine where the load should be staged and secured until the consignee is able to accept delivery. Do not accept any changes that are not confirmed with your dispatcher.
6. Use escalated security protocols and common sense to raise awareness levels and report any suspicious activity to your dispatcher or the police.
  - a. Do not carry unauthorized passengers. Never pick up hitchhikers.
  - b. Watch your mirrors for vehicles trailing you or your convoy.
  - c. Treat signals that something is wrong with your equipment or unsolicited offers for assistance with caution.
  - d. Do not stop to assist other drivers unless required by local legislation.
  - e. Be aware that in some areas, criminals may pose as police. Be prepared to only stop at police stations or well-populated areas such as truck stops and rest areas.
7. Always insist on clear POD (proof of delivery) signatures. Driver should check the identification of the person accepting the consignment for FTL (full trailer load) shipments.
8. Always maintain dual methodologies of communication between driver and dispatcher as well as to police.

**EXHIBIT D**Security Policy**1. SECURITY; SYSTEM PROTECTION.**

**1.1 Security Policy.** For the Service(s) provided under this Agreement, Supplier will comply in all respects with Client's "Security Policy" set forth in this Exhibit D.

**1.2 Client Information.** "Client Information" means collectively, (a) all information and data relating to Client and/or its affiliates, and (b) all information and data acquired by Supplier or its affiliates from Client or its affiliates, or otherwise as a result of this Agreement, the Services, or the parties' performance under or in connection with this Agreement. Supplier agrees to safeguard Client's Information in accordance with the Security Policy. Supplier will not disclose, transfer or use any such information for any purpose other than to perform its obligations under this Agreement.

**1.3 System Protection & Recovery.** Supplier will protect its computer and operations systems against outages using standard industry methods designed to prevent outages and minimize impacts during any unavoidable service interruptions, including ensuring that (a) its computer system is UPS protected, backed up automatically, and protected by fire suppression systems, and (b) it has implemented and regularly tests a disaster recovery or business continuity plan for the Facilities.

**2. SECURITY POLICY.****2.1 Basic Security Requirements.**

2.1.1 Install and maintain a working network firewall to protect data accessible via the Internet.

2.1.2 Keep security patches up-to-date.

2.1.3 Encrypt data sent across open networks.

2.1.4 Use and regularly update anti-virus software.

2.1.5 Don't use Supplier-supplied defaults for system passwords and other security parameters.

2.1.6 Mandate the use of "strong passwords" on all systems, or, in the absence of a mandatory (system enforced) password quality checker, enforce account lockout after no more than 10 consecutive incorrect password attempts.

2.1.7 Maintain a policy that addresses information security for employees and Suppliers.

2.1.8 Restrict remote access to the entire network and employ remote access controls to verify the identity of users connecting.

2.1.9 In the event of "Recovery" (reverting to a backup) for the purposes of disaster recovery, all Client's Information that is required to be deleted pursuant to this Agreement will be deleted or overwritten within 24 hours.

**2.2 Security Audits.**

2.2.1 If requested by Client, Supplier will undergo an initial Security Audit, including the completion of a Risk Assessment Questionnaire.

2.2.2 Client reserves the right to periodically audit the systems that Supplier uses to store the Client's Information, upon prior written notice to Supplier and during Supplier's normal business hours; provided, that, no more than one (1) such audit shall be made during any twelve (12) month period during the term of the Agreement; provided further that the foregoing restriction will not apply in the event of any security breach related to or in connection with Amazon Information.

**2.3 Data Retention.**

2.3.1 Client has no obligation to provide any data to Supplier.

2.3.2 Supplier will retain Client's Information only for as long as is necessary to perform the Services.

**2.4 Subcontract.**

Supplier will not subcontract or delegate any of its obligations under this Security Policy to any subSuppliers, affiliates, or delegates ("SubSuppliers") without Client's prior written consent. Notwithstanding the existence or terms of any subcontract or delegation, Supplier will remain responsible for the full performance of its obligations under this Security Policy. The terms and conditions of this Security Policy will be binding upon

Supplier's SubSuppliers and Personnel. Supplier (a) will ensure that its SubSuppliers and Personnel comply with this Security Policy, and (b) will be responsible for all acts, omissions, negligence and misconduct of its SubSuppliers and Personnel.

**2.5 Security Incidents.**

Supplier will inform Client within 24 hours of detecting any actual or suspected unauthorized access, collection, acquisition, use, transmission, disclosure, corruption or loss of Client's Information, or breach of any environment containing Client's Information (a "**Security Incident**"). Supplier will remedy each Security Incident in a timely manner and provide Client written details regarding Supplier's internal investigation regarding each Security Incident. Supplier agrees not to notify any regulatory authority, nor any customer, on behalf of Client unless Client specifically requests in writing that Supplier do so and Client reserves the right to review and approve the form and content of any notification before it is provided to any party. Supplier will cooperate and work together with Client to formulate and execute a plan to rectify all confirmed Security Incidents.

**2.6 Change in Scope.**

Any change in the scope of the Agreement or the data shared will require a review as to whether additional security measures are appropriate.