Non-Disclosure Agreement re:

Participation in ATA 2023 Safety Spend Survey

This Agreement is made effective as of the date last executed by you and is between your company (as set forth below) and American Trucking Associations, Inc. (“ATA”), a D.C. nonprofit corporation with principal offices at 80 M Street SE Suite 800, DC 20003.

In exchange for your company’s participating in and completing the ATA Safety Spend Survey, ATA agrees, except as set forth further herein, to keep your company’s responses, including but not limited to company name and data, confidential and refrain from disclosing those responses to outside third parties not similarly bound to ATA by a nondisclosure agreement. ATA agrees to exercise the same standard of care by which ATA protects its own confidential information; however, in no event shall ATA exercise less than a commercially reasonable standard of care. ATA’s obligation of confidentiality shall be for a period of three years from first publication of the Safety Investment Study.

You agree that ATA shall be free to report your company’s responses in an aggregated manner with responses from other companies, without specific company-identifying information. If the foregoing comports with your understanding of how your company’s responses will be used by ATA, please indicate your acceptance by signing below. By signing, you warrant and represent that you are authorized to enter into this Agreement on behalf of your company.

ACCEPTED AND AGREED TO BY:

American Trucking Associations, Inc.

Company Participant

By: \_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By;\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Richard Pianka Its:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Executive Vice President,

Legal Affairs and General Counsel

American Trucking Associations [print title]

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

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