CONTRACTS AND COMMITMENTS

PURPOSE

The purpose of this policy is to ensure: (1) reasonable and appropriate documentation exists for all transactions to protect Schneider (as defined below) from contract-related claims or liability; (2) that proper corporate entities are designated as contract counter parties and that appropriate and authorized executives are designated as contract signers; (3) appropriate business, risk and legal reviews of any proposed terms and conditions of contracts has occurred before contracts are executed; and (4) clarity exists within Schneider on which contracts require formal review and which do not. By following this policy, we mitigate risks, protect our interests, and maintain compliance with legal requirements.

SCOPE

This policy governs the execution, review and approval of contractual commitments entered into on behalf of Schneider National, Inc., and its wholly owned, and fully integrated subsidiaries (all collectively referred to as "Schneider"). This policy should be read in conjunction with Delegation of Authority (DOA) Policy.

For purposes of this policy, a "contract" means any agreement, written, oral or electronic, that is intended to be legally enforceable including transportation or logistics (revenue) agreements, purchase agreements, leases, renewals, statements of work, purchase or service orders, engagement letters, EULAs (defined below), and insurance policies.

WRITTEN CONTRACT REQUIREMENT

In general, a written contract (or written acknowledgment of an oral agreement) is required, *unless* a transaction that includes any form of commitment or obligation by Schneider falls into one of the exceptions listed below:

1) Individual transactions which are covered under a master agreement where no additional documentation other than a Schneider-issued Purchase Order (P.O.) or receipt is required (provided that the master agreement was approved per this policy). For example, a routine purchase of office supplies from a Schneider-authorized vendor;
2) Routine, point of sale, purchases of consumable items, materials, or services in the ordinary course of business using either petty cash or a company credit or debit card (e.g., meals, travel or entertainment expenses, registration fees, etc.);
3) The provision of transportation services to Schneider's customers under Schneider's general tariff rules and regulations (but a rate confirmation sheet and/or applicable tender documentation should still be executed). Any variation from the general rules and regulations requires a written contract; and.
4) Transactions where a Schneider Senior Vice President (or higher) approves or authorizes the transaction without the execution of a written contract.

CONTRACTS REQUIRING LEGAL REVIEW

A contract which meets one or more of the following requirements is required to be reviewed by the Legal Department before execution or finalization:

1) The contract anticipates or requires an annual spend by Schneider of $1,000,000 or more, *or* anticipates a spend *over the term* of $1,000,000 or more (e.g., 2-year contract with a $600,000 annual spend);
2) The contract is a transportation or logistics revenue contract (i.e., a contract where Schneider is providing services to a customer), and the contract is not on a standard form that has been pre-approved by Legal (e.g., Schneider Transportation Management's Master Transportation Contract). Rate sheets that do not contain high-risk items or high-risk areas do not require review by Legal;
3) The contract is a High Risk Contract or contains a High Risk Term or Condition, as defined below;
4) The contract is an "evergreen" contract (i.e., the contract is of an indefinite duration or automatically renews from period-to-period without any action by the parties); or
5) If the contract will be presented to the CEO or a Schneider Senior Vice President (or higher) for signature.

For purposes of this policy, purchasing contracts that are initiated or reviewed by Corporate Purchasing's Contract Administrator, and transportation or logistics revenue contracts that are reviewed by a Contract Administrator, will be deemed to have been reviewed by the Legal Department. Contracts that are reviewed by other authorized procurement areas (e.g., fuel contracts, etc.) will be subject to review by the Legal Department if the contract meets the above requirements.

Associates must remember to exercise caution and diligence when interacting with software or digital platforms that present

End User License Agreements (EULAs) (or similar terms, regardless of name), especially those accepted via "click-through" mechanisms. By clicking "Accept," "Agree," or similar prompts, associates may be entering into legally binding agreements that commit Schneider to specific terms and conditions. For the sake of clarity, the terms of this policy apply to EULAs and, as such, the terms of such EULAs may require Legal, Tech, and Corporate Purchasing review. **Unauthorized acceptance of such agreements may result in non-compliance with Schneider's procurement and legal standards.**

CONTRACT REVIEW PROCESSES AND OBJECTIVES

In general, the Legal Department will review contracts which require its review for: (i) designation of the appropriate Schneider entity as the contract counter party; (ii) designation of an appropriate Schneider leader or executive as the contract signer; (iii) alignment with company/appropriate business segment standard terms and conditions or commercial positions; (iv) alignment with the company's/appropriate business segment's risk appetite; (v) general risk assessment; and (vi) legal compliance. The Legal Department will communicate any issues, concerns or suggestions to the appropriate contact person within Schneider or the requesting business segment for ultimate resolution and, if requested, will negotiate acceptable terms and conditions with the appropriate counter party(ies) to the contract.

Additional reviews of a contract by other internal departments (e.g., Tax, Accounting, Tech, etc.) may also be required depending on the proposed contract terms, risks presented and other Schneider policies.

CONTRACT EXECUTION PROCESSES AND PRINCIPLES

For a contract to be properly executed:

1. All parties to the contract must have the final version to sign, not a draft.
2. The appropriate and duly authorized signatory for Schneider and each other counterparty must sign the contract (or, separate, identical copies of the agreement if the contract is being signed using counterparts).
3. Each party should be provided its own copy of the signed agreement, with signatures on it.

It is the responsibility of either the corporate function (e.g., Human Resources, Purchasing, Finance) or, as appropriate, the business segment, who is accountable for operational execution of the contract terms to ensure that the contract has been properly executed and, thereafter, to maintain signed copies of each contract for which it is the accountable "owner".

HIGH-RISK CONTRACTS AND HIGH-RISK TERMS AND CONDITIONS

For purposes of this policy, a "High Risk Contract" and "High Risk Term or Condition" means any transaction or agreement, or any term or condition in a transaction or agreement, to which Schneider is party that has the potential to have an adverse, material, impact to Schneider's financial results (for example, operating income, operating cash flow, revenues, cost of goods sold, operating profit, etc.) in any given quarter including the following transactions, agreements, terms and conditions:

- Schneider National, Inc. (as opposed to one of its operating subsidiaries) is a party (i.e., signer) to the contract
- Sales, purchases or leases of real estate
- Acquisition, sale or lease or disposal of equipment or assets
- Equipment Use Agreements
- Facility Access Agreements
- Employment Contracts
- Intellectual Property Licenses
- Grants of access to, or integration with, Schneider's computer systems
- Grants of access or use of Company data
- Utilization of cloud-based services or products (e.g., Software as a Service, Infrastructure as a Service)
- Election, modification or termination of Schneider benefits (e.g., health and welfare benefits, insurance)
- Grants of access / audit rights to Schneider books or records
- Indemnification by Schneider
- Waiver of rights by Schneider
- Special damages payable by Schneider (e.g., liquidated, consequential, punitive damages)
- Insurance requirements applicable to Schneider

- Waivers of subrogation by Schneider
- Any terms which may require Schneider to be a government contractor

SIGNING AND APPROVAL AUTHORITY LEVELS

The Company's Delegation of Authority Policy generally prescribes signing and approval authority levels for transactions involving Schneider, including contracts, financial commitments and other transactions. If a leader or executive has approval authority under the Delegation of Authority Policy which is at or higher than the amount of the proposed contract commitment (or potential legal liability if appropriate), the leader or executive is authorized to sign the proposed contract under this policy. Further, transportation or logistics (revenue) contracts may be signed solely by a Vice President or above with operational accountability for the proposed contract, provided that rate sheets, rate confirmations, and tender documents which are not High-Risk Contracts or do not contain High-Risk Terms or Conditions may be signed by a designee of a Vice President or above with operational accountability.

APPROVAL OF SPECIALTY CONTRACTS

Authorization to sign or execute certain capital contracts or leases may also be subject to other Schneider policies, such as the Capital / Lease / Expenditure Request Policy.

EMERGENCY EXCEPTION(S)

Where immediate action is necessary due to a pressing need or emergency, the requirements of this policy may be waived by an Executive Vice-President (or higher) to permit the Company to validly or lawfully enter into binding contracts; however, such contracts must undergo post-execution review by the appropriate corporate function or business segment.

FOR MORE INFORMATION

For questions or comments please contact the Legal Department, Corporate Purchasing or your assigned Contract Administrator.

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