

**EXHIBIT D TO THE UIIA
BINDING ARBITRATION PROCESS GUIDELINES
(Added to UIIA on 8/1/08) (Last Revised 04/28/25)**

1. This **binding arbitration** process is **exclusively administered by IANA** and **governs disputed transactions between Parties relating to the types of charges identified in the Supplement to Exhibit D** but may involve any amount in controversy. [Revised 04/28/25]
2. The number of disputed invoices that may be consolidated under a single arbitration claim is limited to five (5) provided that they involve the same or related charges or unlimited if they involve identical facts and argument based on UIIA language.
3. The **Party initiating the arbitration process (the “Moving Party”)** against another Party (the “Responding Party”) shall pay to IANA the designated filing fee and shall submit a “Notice of Intent to Seek Arbitration” accompanied by evidence and arguments supporting the **Moving Party’s position**, including evidence that the applicable dispute resolution process **has** been followed, as set forth under Section H.1. (**collectively, the “Moving Party’s Position”**). The Moving Party has the initial burden of proof to establish the **Moving Party’s Position**, including whether or not it was a Party to the Interchange in question. The **Moving Party’s Position** may be submitted to IANA electronically [Revised 04/28/25]
4. IANA shall review the **Moving Party’s Position**. If IANA determines that the submitted claim(s) has already been addressed and resolved in a prior arbitration case, the claim(s) shall be dismissed and the precedent in the former proceeding shall be sent to the Parties. The decision from the former proceeding shall apply to the current claim(s). The Parties shall then have **fourteen (14) calendar** days to provide additional information on why either the precedent does not apply to its claim or why the precedent is in conflict with the language of the **UIIA**, upon which IANA shall commence the arbitration process. [Revised 04/28/25]
5. The Parties shall each have the opportunity to establish their respective positions relating to a given dispute as follows:
 - a) IANA shall promptly transmit the **Moving Party’s Position** to the Responding Party.
 - b) The Responding Party may submit evidence and arguments (the “**Responding Party’s Position**”) to IANA in response to the **Moving Party’s Position** within fourteen (14) calendar days from the date on which IANA transmits the **Moving Party’s Position**. IANA shall then promptly transmit the **Responding Party’s Position** to the Moving Party.
 - c) The **Moving Party** may then submit to IANA any additional evidence or arguments in reply to the **Responding Party’s Position** within seven (7) calendar days. IANA shall promptly transmit any such submission by the Responding Party.
 - d) The Responding Party may then submit to IANA any additional evidence or arguments in support of **Responding Party’s Position** within seven (7) calendar days. IANA shall promptly transmit any such submission to the Moving Party, but IANA shall not accept any further submissions by either Party.

The record of the Parties’ respective positions shall be deemed complete upon the expiration of the time periods above, regardless of whether or not a Party has submitted any further evidence or arguments. [Revised 04/28/25]
6. IANA shall appoint a two-member arbitration panel to arbitrate the dispute. The panel shall consist of one IIEC member from each mode involved in the dispute. In the event that the arbitrators from the involved modes cannot agree on a resolution of the dispute, a decision shall be rendered by a majority of a senior panel consisting of the longest tenured IIEC member or alternate from each mode, as determined by the Chairperson.
7. The arbitration panel shall have **forty-five (45) calendar** days from the date on which IANA transmits the **complete record to them in order** to render a written decision indicating the basis for its conclusions. Arbitrators have broad discretion, and their findings shall address the **merits** of the **Parties’ respective arguments** and **identify** the Party, **if any**, responsible for payment or satisfaction thereof. The determinations are to be based solely on the specific facts and circumstances associated with the claim, the

Exhibit D of the UIIA (continued)

evidence provided by the Parties, the **language** in the UIIA and the **language** and charges in the Provider's Addendum. **[Revised 04/28/25]**

8. If during an arbitration panel's deliberations, it appears that further clarification or explanation is needed from a Party or the Parties, the panel may request that IANA obtain such additional information from the Parties via e-mail. The Party to whom the panel's request is directed **shall** have **seven (7) calendar** days to respond. Upon receipt of the response, any additional information **shall** be forwarded to the other Party, and that Party **shall** have **seven (7) calendar** days to provide additional **information**, after which no further **submissions shall** be accepted, and IANA **shall** transmit the information submitted by both Parties to the arbitration panel. Requests for additional information may extend the **time afforded for the** arbitration panel's decision for up to **fourteen (14) calendar** days. **[Revised 04/28/25]**
9. The decision of the arbitration panel **shall** be transmitted to IANA which **shall**, in turn, forward the decision to the Parties by e-mail. The decision of the arbitration panel is final, and no appeal is permitted. **The arbitrators shall award the amount of the filing fee to the prevailing Party as part of their decision. The Parties must comply with the decision by paying amounts due or canceling invoices within fourteen (14) calendar days from the date of receipt of the arbitrators' decision.** **[Revised 04/28/25]**
10. If any part of an invoice submitted for arbitration is not disputed that part must be timely paid and cannot be withheld during the arbitration process. **[Revised 04/28/25]**
11. Once the arbitration process has been initiated, no suspension, cancellation, termination or any type of interruption of **a Party's** interchange privileges **related to** claims may occur. The **Parties'**, nevertheless, retain all their rights and remedies for the enforcement of the binding arbitration decision. **[Revised 04/28/25]**

Initiation of the arbitration process by a Motor Carrier does not preclude a Provider from suspending, cancelling, or terminating the interchange privileges of this Motor Carrier for reasons not related to the subject of the disputed claim and that are governed by the provisions of the UIIA or the Provider's Addendum. **[Revised 09/01/09]**
12. Invoices submitted for arbitration **of types of charges (other than those for Per Diem, maintenance and repair, and Equipment use/rental charges) identified on the Supplement to Exhibit D** must arise on or after **April 28, 2025.** **[Revised 04/28/25]**
13. Except for the decision by the arbitration panel, all documents, including e-mails, and oral and written communications **submitted or** generated under the Binding Arbitration Process are confidential, and **shall** not be released by IANA to any other person without the express written consent of all Parties to the arbitration. **[Revised 04/28/25]**

**Supplement to Exhibit D of the UIIA
Added to the UIIA 04/28/25**

Types of Charges Acceptable for Binding Arbitration

Admin. Fee for Failure to Provide Notice of Accident
Adverse Movement Fee
Chassis Provision Charge
Crossover Fee
Equipment Cleaning Fee
Equipment Use/Rental Charges
Lost/Stolen DRV Charges
Maintenance & Repair Charges
Mis-Delivery Fees
Misuse Fees
Non-Origination Fee
Out of Service Reimbursement Fee
Per Diem Charges
Refrigerated Equipment Refueling Fees
Removal of Hazardous/Municipal Waste Fee
Street Turn Fee
Storage Charges
Surcharge for Breach of Addendum Terms
Surcharge for Equipment Interchanged to Incorrect Party
Surcharge for Failure to Respond to Equipment Deposition Request