

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

FORM 8-K

**CURRENT REPORT
Pursuant to Section 13 OR 15(d)
of The Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): May 27, 2026

HUB GROUP, INC.
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

0-27754
(Commission
File Number)

36-4007085
(I.R.S. Employer
Identification No.)

2001 Hub Group Way
Oak Brook, Illinois 60523
(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code: (630) 271-3600

NOT APPLICABLE
(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Class A Common Stock	HUBG	NASDAQ

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Appointment of Interim Chief Financial Officer; Departure of Chief Financial Officer

On May 27, 2026, the Board of Directors of Hub Group, Inc. (the “Company”) appointed Todd Heeter to serve as interim Chief Financial Officer and Treasurer of the Company, effective May 28, 2026, replacing Kevin Beth, who departed the Company on May 27, 2026.

In connection with the appointment of Mr. Heeter as interim Chief Financial Officer and Treasurer, on May 27, 2026, the Company entered into a consulting agreement (the “Consulting Agreement”) with The Heeter Group, LLC (the “Consultant”) for the provision of Mr. Heeter’s services in such capacity. The Consulting Agreement has an initial six-month term, which term may be extended for additional six-month periods at the Company’s election. During the term of the Consulting Agreement, the Company has agreed to pay the Consultant a monthly cash consulting fee of \$125,000. The foregoing description of the Consulting Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Consulting Agreement, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Mr. Heeter, age 53, is the founder of The Heeter Group, a finance, accounting and strategic advisory firm that provides executive-level advisory engagements for public and private companies, where he has served as Chief Executive Officer since 2016. During his tenure, he has been engaged by clients across a variety of industries to serve in finance and accounting leadership roles on a permanent and consulting basis, including as Chief Financial Officer and Chief Accounting Officer.

Mr. Heeter does not have any family relationships with any director, executive officer or person nominated or chosen by the Company to become a director or executive officer of the Company. The Company is not aware of any related party transactions or relationships between Mr. Heeter and the Company that would require disclosure under Item 404(a) of Regulation S-K. Other than the Consulting Agreement, there are no arrangements or understandings between Mr. Heeter and any other person pursuant to which Mr. Heeter was appointed as an officer of the Company.

The Company expects to enter into a separation agreement with Mr. Beth at a later date and will disclose the terms of such separation agreement by an amendment to this Current Report on Form 8-K.

Departure of Chief Operating Officer

On May 27, 2026, Brian Meents, Executive Vice President and Chief Operating Officer, departed the Company. The Company has not appointed a successor, and at this time, the responsibilities of the Chief Operating Officer role will be assumed by other members of the Company’s leadership team.

Item 7.01 Regulation FD Disclosure.

On May 28, 2026, the Company issued a press release announcing, among other things, the executive officer changes described in Item 5.02. The press release is furnished as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated herein by reference.

The information furnished in Item 7.01 of this Current Report on Form 8-K and Exhibit 99.1 attached hereto shall not be deemed to be filed for the purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to liabilities of that Section or Sections 11 and 12(a)(2) of the Securities Act of 1933, as amended (the "Securities Act"), and shall not be deemed to be incorporated by reference into any registration statement or other document filed pursuant to the Securities Act.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
10.1	Consulting Agreement, dated as of May 27, 2026, by and among Hub Group, Inc., The Heeter Group, LLC and Todd Heeter.
99.1	Press release issued on May 28, 2026.
104	The cover page from this Current Report on Form 8-K, formatted in Inline XBRL.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Hub Group, Inc.

Date: June 2, 2026

By: /s/ Eric A. Braun
Name: Eric A. Braun
Title: Executive Vice President, Chief Legal Officer and Corporate Secretary

CONSULTING AGREEMENT

This Consulting Agreement (this “**Agreement**”) is made and entered into as of May 27, 2026, by and among **HUB GROUP, INC.** (the “**Company**”), The Heeter Group, LLC (the “**Consultant**”) and **TODD HEETER** (“**HEETER**”) (for purposes of Sections 2(a), 2(c)(7), 2(f), 2(g) 4, 5, 6, 7, 8(g) and 8(k)).

1. Term. The Company agrees to engage the Consultant, effective as of May 28, 2026 (the “**Effective Date**”), and the Consultant agrees to be engaged by the Company, upon the terms and conditions set forth in this Agreement for a six month period beginning on the Effective Date (such six-month period, the “**Initial Term**”), provided that the Company may elect to extend such term for an additional six months following the Initial Term (any such renewal term, the “**Renewal Term**”), unless earlier terminated in accordance with Section 3 (the duration of the Consultant’s service hereunder, the “**Term**”).

2. Terms of Consulting Arrangement.

(a) Agents. Heeter will provide the services hereunder personally, and use of the term “Consultant” shall be deemed to refer to Heeter in his capacity as the service provider under this Agreement. The Consultant will obtain the Company’s prior written consent before using any other agent to perform the services hereunder.

(b) Location. The Consultant acknowledges that the Consultant’s primary work location will be in the Company’s offices in Oak Brook, Illinois.

(c) Positions; Description of Services; Reporting.

(1) During the Term and until the Company appoints a Chief Financial Officer, the Consultant will make Heeter available to serve as the Company’s Interim Chief Financial Officer, and Heeter will so serve. In the event that the Company appoints a Chief Financial Officer prior to the expiration of the Initial Term or any Renewal Term, the Consultant will make Heeter step down as the Interim Chief Financial Officer and the Consultant will serve in an advisory capacity with such duties as to be determined by the Company.

(2) In the capacity as Interim Chief Financial Officer, the Consultant will have the duties, authorities, and responsibilities commensurate with the duties, authorities, and responsibilities of persons in similar capacities in similarly sized companies. In the capacity as Interim Chief Financial Officer, the Consultant will have the duties and responsibilities customarily associated with such position, including, without limitation, performing the function of “principal financial officer” and providing the certifications required by Section 302 and 906 under the Sarbanes-Oxley Act of 2002, and such other related duties and responsibilities reasonably assigned to the Consultant from time to time by the Chief Executive Officer of the Company (the “**CEO**”).

(3) In providing the services in the capacity as Interim Chief Financial Officer, the Consultant will report directly and exclusively to the CEO.

(4) The Company shall consider, in good faith, Heeter's candidacy in its search for a permanent Chief Financial Officer.

(5) During the Term, the Consultant agrees to devote substantially a full-time working schedule to the business and affairs of the Company to properly complete the services hereunder, and when so doing shall use his reasonable best efforts to faithfully, effectively, and efficiently perform such services. The specific days and hours during which the Consultant will perform the services hereunder will be determined by the Consultant, subject to alteration dependent on the reasonable business needs of the Company, but generally expected to be consistent with normal business hours, and the Consultant agrees to use reasonable best efforts to be available when requested by the Company with reasonable notice. Nothing herein shall prohibit the Consultant from engaging in other for-profit activities during the Term, so long as such activities do not materially interfere or conflict with the Consultant's performance of his services hereunder or create (or are not reasonably likely to create) an actual business or fiduciary conflict.

(6) Upon the termination of the Term, the Consultant's services hereunder will cease, and the Consultant will promptly deliver to the Company, and not keep in the Consultant's possession, recreate, or deliver to any other person or entity, any and all property that belongs to the Company or its affiliates or that belongs to any other third party and is in the Consultant's possession as a result of the consulting relationship with the Company, whether created by the Consultant or another person. For the avoidance of doubt, property that is covered by this paragraph includes information and files in electronic form. Notwithstanding anything to the contrary in the foregoing, if the Term terminates but the Consultant continues providing services to, or otherwise becomes employed by, the Company (in either case, in a position expressly agreed by the Company), this subsection 2(c)(6) shall not apply and shall have no force or effect.

(7) Each of the Consultant and Heeter will comply in all material respects with the Company's policies for executive officers of the Company, including (but not limited to) the Company's Code of Business Conduct and Ethics, in each case, to the extent, and in the form, provided to the Consultant.

(d) Compensation.

(1) *Consulting Fee.* During the Term, the Consultant shall receive a monthly consulting fee of US\$125,000 ("**Consulting Fee**"), paid on the first day of each month after completing one month of work.

(2) *Expenses.* The Consultant is authorized to incur reasonable business expenses that, in his reasonable business judgment, are necessary or appropriate to carry out his services under this Agreement. The Consultant shall be entitled to reimbursement for such expenses upon submission of receipts and subject to the Company's standard procedures and policies for consultant expenses. The Consultant will reasonably promptly remit invoices for expenses incurred hereunder, which shall be paid within 30 days of receipt of such invoice.

(e) *No Benefits.* Neither the Company nor any of its affiliates will provide the Consultant with any benefits, nor will the Consultant be entitled to participate in any benefit plan or arrangement of the Company or any of its affiliates (the “**Company Group Benefit Plans**”). If for any reason any government agency, court, or other entity determines that the Consultant is entitled to participate in any Company Group Benefit Plan for the period during which the Consultant is providing services to the Company, then the Consultant hereby waives his right to receive any benefits under such Company Group Benefit Plan. Further, if for any reason the waiver contained in the immediately preceding sentence is determined to be invalid or unenforceable and a determination is made that the Consultant is entitled to any benefits under any such Company Group Benefit Plan for the period during which the Consultant is providing services to the Company, then the Consultant agrees to irrevocably waive any such benefits (and will promptly complete and return any documents reasonably specified by the Company for such purpose). For the avoidance of doubt, the Consultant is not entitled to participate in any executive cash incentive bonus plan or equity incentive plan, unless otherwise determined by the Company.

(f) *Independent Contractor Status; Tax Consequences.* The Consultant and Heeter acknowledge that, during the Term, the Consultant’s relationship with the Company will be that of an independent contractor, and neither the Consultant nor Heeter will be an employee of the Company. The Consultant represents and warrants that it is customarily engaged in an independently established trade, occupation, or business of the same or similar nature as the services to be performed hereunder. The Company makes no representations or warranties with respect to the tax consequences of the payments and any other consideration provided to the Consultant or made on the Consultant’s behalf under the terms of this Agreement. The Consultant and Heeter agree and understand that the Consultant is responsible for payment, if any, of local, state, and/or federal taxes on the payments made hereunder by the Company. The Consultant and Heeter represent and agree that the Company is not required to withhold or pay any income, payroll, social security, or other federal, state, or local taxes; make any insurance contributions, including for unemployment or disability; or obtain workers’ compensation insurance on behalf of the Consultant or Heeter. However, the Company reserves the right to withhold payroll taxes and other amounts to the extent required by applicable law. For the avoidance of doubt, the Consultant has requested and will receive an IRS Form 1099-MISC or Form 1099-NEC, as appropriate, from the Company for the services under this Agreement. The Consultant acknowledges and agrees that the Consultant is obligated to report as income all compensation received by the Consultant pursuant to this Agreement.

(g) *No Prior Restrictions.* The Consultant and Heeter represent and warrant that the Consultant’s and Heeter’s service relationship with the Company will not violate, or cause the Consultant or Heeter to be in breach of, any obligation or covenant made to any former employer or other third party, and each agrees that, during the course of the Consultant’s and Heeter’s service relationship with the Company, the Consultant and Heeter will not take any action that would violate or breach any legal obligation that the Consultant or Heeter may have to any former employer or other third party.

3. Termination of Service.

(a) Death. The Consultant’s service hereunder shall terminate automatically upon the Consultant’s death during the Term.

(b) **Cause.** The Company may terminate the Consultant's services hereunder for Cause at any time during the Term, including, for the avoidance of doubt, during the Initial Term or any Renewal Term, without advance written notice. For purposes of this Agreement, "**Cause**" shall be limited to the Consultant's (i) refusal to perform any material services hereunder (other than as a result of the Consultant's physical or mental incapacity) that continues after written notice and opportunity to cure from the Company; (ii) commission of an intentional and material act of fraud, embezzlement, misappropriation, willful misconduct, or breach of fiduciary duty against the Company as reasonably determined by the Company; (iii) conviction of, or plea of no contest or nolo contendere to, any felony or any crime that involves fraud, dishonesty, or moral turpitude or that causes material harm, financial or otherwise, to the Company; (iv) willful failure to reasonably cooperate (other than due to the Consultant's death or disability) in any audit or investigation of the business or financial practices of the Company that continues after written notice from the Company and 30 days to cure; or (v) willful and material violation of any federal, state, or local law or regulation applicable to the Company or its business that demonstrably and materially adversely affects the Company and that is not promptly (i.e., within 30 days) cured after written notice from the Company.

(c) **Notice of Termination.** Following the expiration of the Initial Term, the Company may terminate the Consultant's services hereunder without Cause during any Renewal Term with three months' advance written notice, and the Consultant may terminate the Consultant's services hereunder for any or no reason with three months' advance written notice. Any termination hereunder, whether by the Company for Cause or without Cause, shall be communicated by Notice of Termination to the other party hereto given in accordance with Section 8(c). For purposes of this Agreement, a "**Notice of Termination**" means a written notice that (i) indicates the specific termination provision in this Agreement relied upon; (ii) to the extent applicable, sets forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the services hereunder under the provision so indicated; and (iii) if the date of termination is other than the date of receipt of such notice, specifies the termination date. For the avoidance of doubt, no Notice of Termination is needed for a termination of service that occurs at the end of the Initial Term or any Renewal Term.

4. Obligations of the Company upon Termination. Upon a termination of the Consultant's service hereunder, the Company shall have no further payment obligations to the Consultant, his agents, or any of their legal representatives, other than for the payment in a lump sum in cash within 30 days after the termination date (or such earlier date as required by applicable law) of that portion of the Consulting Fee accrued through the termination date to the extent not previously paid, and any expense reimbursement accrued and unpaid.

5. Confidential Information.

(a) The Consultant acknowledges that the Company has trade, business, and financial secrets and other confidential and proprietary information (collectively, the "**Confidential Information**") that have been and will be provided to the Consultant during the Consultant's service relationship with the Company. Confidential information includes, but is not limited to, sales materials, technical information, strategic information, business plans, processes, and compilations of information; records, specifications, and information concerning customers or vendors; customer lists; and information regarding methods of doing business.

(b) The Consultant is aware that the Company has implemented policies to keep its Confidential Information secret, including those policies limiting the disclosure of information on a need-to-know basis, requiring the labeling of documents as “confidential,” and requiring the keeping of information in secure areas. The Consultant acknowledges that the Confidential Information has been developed or acquired by the Company through the expenditure of substantial time, effort, and money and provides the Company with an advantage over competitors who do not know or use such Confidential Information. The Consultant acknowledges that all such Confidential Information is the sole and exclusive property of the Company and its affiliates.

(c) During, and at all times following, the Consultant’s service relationship with the Company, the Consultant and Heeter shall hold in confidence and not directly or indirectly disclose, use, copy, or make lists of any Confidential Information, except (i) to the extent determined appropriate by the Consultant or Heeter in his reasonable discretion to provide services hereunder to the Company; (ii) where such information is, at the time of disclosure by the Consultant or Heeter, generally available to the public other than as a result of any direct or indirect act or omission of the Consultant or Heeter in breach of this Agreement; or (iii) where the Consultant or Heeter is compelled by legal process. The Consultant and Heeter agree to use reasonable efforts to give the Company prompt written notice of any and all attempts to compel disclosure of any Confidential Information, to the extent that it or he is legally permitted to do so. Such written notice shall include either (A) the subpoena(s) or order(s) (or other similar documents) compelling such disclosure or (B) a reasonable description of the information to be disclosed; the court, government agency, or other forum through which the disclosure is sought; the date by which the information is to be disclosed; and a copy of the subpoena, order, or other process used to compel disclosure, in each case to the extent legally permitted to do so.

(d) The Consultant and Heeter will take such precautions as deemed reasonable to prevent disclosure of Confidential Information in it or his possession or control to any unauthorized individual or entity. The Consultant and Heeter further agree not to use, whether directly or indirectly, any Confidential Information for the benefit of any person, business, corporation, partnership, or any other entity other than the Company.

(e) In accordance with the Defend Trade Secrets Act of 2016, the Consultant and Heeter are hereby notified by the Company that the Consultant and Heeter will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (i) is made (A) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney and (B) solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding. The Consultant and Heeter are further notified by the Company that, if the Consultant or Heeter files a lawsuit for retaliation by an employer for reporting a suspected violation of law, then the Consultant or Heeter may disclose the employer’s trade secrets to the Consultant’s or Heeter’s attorney, as applicable, and use the trade secret information in the court proceeding if the Consultant or Heeter, as applicable, (I) files any document containing the trade secret under seal and (II) does not disclose the trade secret, except pursuant to court order.

Nothing in this paragraph shall be interpreted to mean that the Consultant or Heeter is an employee of the Company or that the Company is the Consultant’s or Heeter’s employer.

(f) Notwithstanding anything to the contrary contained herein, no provision of this Agreement shall be interpreted so as to impede any individual from reporting possible violations of federal law or regulation to any governmental agency or entity, including (but not limited to) the Department of Justice, the Securities and Exchange Commission, the United States Congress, and any agency inspector general, or making other disclosures under the whistleblower provisions of federal law or regulation. Further, nothing herein prohibits, prevents or otherwise restricts the Consultant or Heeter from (i) reporting any good faith allegation of unlawful employment practices to any federal, state or local government agency enforcing discrimination laws; (ii) reporting any good faith allegation of criminal conduct to any appropriate federal, state or local official; (iii) participating in a proceeding related to unlawful employment practices, including any litigation brought by any federal, state or local government agency or any other person who alleges that the Company has violated any state federal, or local law, regulation or rule; (iv) making any truthful statement of disclosures required by law, regulation or legal process; (v) requesting or receiving confidential legal advice; (vi) engaging in concerted activity to address work-related issues; or (vii) making truthful statements or disclosures about alleged unlawful employment practices. For purposes of this Agreement, “unlawful employment practices” means any practice made unlawful that is actionable under Article 2 of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, or any other State or federal rule or law governing employment, including those that are enforced by the Illinois Department of Human Rights, Illinois Department of Labor, Illinois Labor Relations Board, Equal Employment Opportunity Commission, United States Department of Labor, Occupational Safety and Health Administration, or National Labor Relations Board.

(g) The Consultant and Heeter may each, and each is expected to, provide the Company with advice, suggestions, or feedback (collectively, the “**Feedback**”) relating to the Company’s business, products, and services (and improvements, enhancements, and improvements thereto), including in written or tangible form (collectively, the “**Materials**”). The Company may use such Feedback and Materials, and to the extent that the Consultant or Heeter has any intellectual or proprietary rights in such Feedback and Materials, the Consultant and Heeter hereby grant the Company a nonexclusive, worldwide, perpetual, transferable, sublicensable, irrevocable, royalty-free license under such rights to use and exploit such Feedback and Materials for any purpose, including in connection with developing, maintaining, and improving its products and services. The Consultant and Heeter will not disclose to the Company, or use for the benefit of the Company, any materials or technology that the Consultant and/or Heeter do not own; that are subject to any restrictions on use by the Company, the Consultant, or Heeter; or that infringe, or if used or implemented by the Company, would infringe, any third party’s intellectual property rights.

(h) As used in this Section 5, “**Company**” shall include the Company and any of its affiliates.

6. Non-Disparagement. Subject to Sections 5(e) and (f), during the Term and for three years thereafter, the Consultant and Heeter each agrees not to intentionally make, or intentionally cause any other person to make, any public statement that is intended to criticize or disparage the Company, any of its affiliates, or any of their respective officers, managers, or directors. This Section 6 shall not be construed to prohibit any person from responding publicly to incorrect public statements; from making truthful statements when required by law, subpoena, court order, or the like; or from enforcing this Agreement or making internal (i.e., nonpublic) statements while discharging duties to the Company.

7. Employee Non-Solicit. During the Term, the Consultant and Heeter agree that the Consultant and Heeter shall not, except in the furtherance of the Consultant's duties hereunder, solicit, aid, or induce any employee or individual service provider of the Company or any of its subsidiaries to leave such employment or service or to accept employment with or render services to or with any other person, firm, corporation, or other entity unaffiliated with the Company and its subsidiaries or hire or retain any such employee or individual service provider. An employee or individual service provider shall be deemed covered by this Section 7 while so employed or engaged by the Company or any of its subsidiaries and for three months thereafter. An individual service provider shall be deemed covered by this Section 7 if such service provider is a natural person providing consulting services to the Company. For the avoidance of doubt, entity service providers will not be deemed to be covered by this Section 7. Notwithstanding the foregoing, the provisions of this Section 7 shall not be violated by (a) general advertising or solicitation not specifically targeted at Company-related persons or entities, or (b) during the three-month period described in this Section 7, with respect to an employee or other service provider who was first engaged by the Company specifically to assist the Consultant in its duties for the Company.

8. Miscellaneous.

(a) Survival and Construction. The Consultant's obligations under this Agreement will be binding upon the Consultant's administrators and will inure to the benefit of the Company and its subsidiaries, successors, and assigns. The language of this Agreement shall in all cases be construed as a whole according to its fair meaning and not strictly for or against any of the parties. The section and paragraph headings used in this Agreement are intended solely for the convenience of reference and shall not in any manner amplify, limit, modify, or otherwise be used in the interpretation of any of the provisions hereof.

(b) Definitions. As used in this Agreement, "**affiliate**" means, with respect to a person, any other person controlling, controlled by or under common control with the first person; the term "**control**" (and correlative terms) means the power, whether by contract, equity ownership, or otherwise, to direct the policies or management of a person; and "**person**" means an individual, partnership, corporation, limited liability company, trust or unincorporated organization, or a government or agency or political subdivision thereof.

(c) Notices. All notices and other communications hereunder shall be in writing and shall be given by hand delivery to the other party, by electronic mail, or by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the Consultant:

Rogge Dunn
Rogge Dunn Group, PC
500 N. Akard Street, Suite 1900
Dallas, Texas 75201-6629
@.com

If to the Company:

Hub Group, Inc.
Attn: EVP, Chief Legal Officer & Corporate Secretary
2001 Hub Group Way
Oak Brook, IL 60523
Legal@hubgroup.com

or to such other address as either party shall have furnished to the other in writing in accordance herewith. Notice and communications shall be effective when actually received by the addressee if delivered by hand, on the next business day following sending if delivered (sent) by electronic mail, and on the second business day following posting if delivered by registered or certified mail, return receipt requested, postage prepaid.

(d) Enforcement. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never constituted a portion of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable. A court or arbitrator is authorized hereunder to construe, judicially modify, or “blue pencil” any such provision in any such jurisdiction so as to thereafter be limited or reduced to the extent required to be enforceable in such jurisdiction in accordance with applicable law.

The parties acknowledge that the remedy at law for a breach by the other party of any of Sections 5 and 6 will be inadequate and that the damages flowing from such breach will not be readily susceptible to being measured in monetary terms. Accordingly, upon a violation or threatened violation of any part of such sections, the applicable party shall be entitled to immediate injunctive relief (or other equitable relief) without having to demonstrate special or unique damages and, notwithstanding Section 8(h) below, may obtain a temporary order from any court having proper jurisdiction restraining any future or further violation. Nothing in this paragraph shall be deemed to limit any remedies at law or in equity for any breach by a party hereto of any of the parts of such sections that may be pursued or availed of by a party hereto.

(e) Section 409A Compliance. This Agreement is intended to comply with (or be exempt from, including as a “short-term deferral” under) Internal Revenue Code Section 409A (“**Section 409A**”), and the provisions of this Agreement shall be construed accordingly. To the extent that any in-kind benefits or reimbursements pursuant to this Agreement are taxable and constitute deferred compensation subject to Section 409A, any reimbursement payment due shall be paid on or before the last day of the Consultant’s taxable year following the taxable year in which the related expense was incurred. In addition, any such in-kind benefit or reimbursement is not subject to liquidation or exchange for another benefit, and the amount of such benefit or reimbursement that the Consultant receives in one taxable year shall not affect the amount of such benefits and reimbursements that the Consultant receives in any other taxable year. The Consultant agrees to promptly submit and document any reimbursable expenses in accordance with the Company’s reasonable expense reimbursement policies for consultants in order to facilitate the timely reimbursement of such expenses.

Notwithstanding any other provision of this Agreement, (i) the Company makes no representation to the Consultant about the effect of Section 409A on the provisions of this Agreement or any other compensation arrangement of the Consultant, and the Company will have no liability to the Consultant in the event that either of them becomes subject to taxation (including taxes, penalties, and interest) under Section 409A (other than any reporting and/or withholding obligations that the Company may have under applicable tax law) or in the event that either of them incurs other expenses on account of noncompliance or alleged noncompliance with Section 409A; (ii) if any other payments of money or provision of other benefits due to the Consultant hereunder could cause the application of an accelerated or additional tax under Section 409A, such payments or other benefits shall be deferred if deferral will make such payment or other benefits compliant under Section 409A, or otherwise, such payment or other benefits shall be restructured, to the extent possible, in a manner determined by the Company that does not cause such an accelerated or additional tax; (iii) to the extent required in order to avoid accelerated taxation and/or tax penalties under Section 409A, the Consultant will not be considered to have terminated services with the Company for purposes of this Agreement, and no payment shall be due to the Consultant under this Agreement until the Consultant would be considered to have incurred a "separation from service" from the Company within the meaning of Section 409A; (iv) each amount to be paid or benefit to be provided to the Consultant pursuant to this Agreement, which constitutes deferred compensation subject to Section 409A shall be construed as a separate identified payment for purposes of Section 409A; and (v) if the Consultant is a "specified employee" within the meaning of Section 409A at the time of the Consultant's separation from service, to the extent the Consultant agrees it is required in order to avoid accelerated taxation and/or tax penalties under Section 409A, amounts otherwise payable upon the Consultant's separation from service shall be delayed until the date six months and one day after the Consultant's separation from service.

(f) No Waiver. No waiver by either party at any time of any breach by the other party of, or compliance with, any condition or provision of this Agreement to be performed by the other party shall be deemed a waiver of similar or dissimilar provisions or conditions at any time.

(g) Complete Agreement. The provisions of this Agreement constitute the entire and complete understanding and agreement between the parties with respect to the subject matter hereof, and this Agreement supersedes all prior and contemporaneous oral and written agreements, representations, and understandings of the parties, which are hereby terminated. Other than expressly set forth herein, the Consultant and the Company acknowledge and represent that there are no other promises, terms, conditions, or representations (oral or written) regarding any matter relevant hereto. This Agreement may be executed electronically and in two or more counterparts.

(h) Arbitration. The Company, on the one hand, and the Consultant and Heeter, on the other hand, agree to the resolution by binding arbitration of all claims, demands, causes of action, disputes, controversies, or other matters in question ("**claims**"), whether or not arising out of this Agreement or the Consultant's or Heeter's service (or termination thereof), whether

sounding in contract, tort, or otherwise and whether provided by statute or common law, that the Company may have against the Consultant or Heeter, or that the Consultant or Heeter may have against the Company or its parents, subsidiaries, and affiliates, and each of the foregoing entities' respective officers, directors, employees, or agents in their capacity as such or otherwise; except that this agreement to arbitrate shall not limit the Company's right to seek equitable relief, including injunctive relief and specific performance, and damages and any other remedy or relief (including the recovery of attorney's fees, costs, and expenses) in a court of competent jurisdiction for an alleged breach of Section 5 or 6 of this Agreement, and the Consultant and Heeter each expressly consent to the nonexclusive jurisdiction of the district courts of Illinois for any such claims. Subject to the preceding sentence, claims covered by this agreement to arbitrate also include claims by the Consultant and/or Heeter for breach of this Agreement, wrongful termination, discrimination, and retaliation. In the event of any breach of this Agreement by the Company, it is expressly agreed that, notwithstanding any other provision of this Agreement, the only damages to which the Consultant and Heeter shall be entitled is lost compensation in accordance with Section 2 and reimbursement of costs and expenses incurred by the Consultant and Heeter in such dispute, as set forth below. The Company, the Consultant, and Heeter agree that any arbitration shall be in accordance with the Federal Arbitration Act ("FAA") and, to the extent an issue is not addressed by the FAA, with the then-current Employment Arbitration Rules of the American Arbitration Association ("AAA") or such other rules of the AAA as applicable to the claims being arbitrated. If a party refuses to honor its obligations under this agreement to arbitrate, the other party may compel arbitration in either federal or state court. The arbitrator shall apply the substantive law of Illinois (excluding, to the extent applicable, choice-of-law principles that might call for the application of some other state's law) or federal law or both, as applicable to the claims asserted. The arbitrator shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this agreement to arbitrate, including any claim that all or part of this Agreement is void or voidable and any claim that an issue is not subject to arbitration. The parties agree that venue for arbitration will be in Chicago, Illinois, and that any arbitration commenced in any other venue will be transferred to Chicago, Illinois, upon the written request of any party to this Agreement. Any and all of the arbitrator's orders, decisions, and awards may be enforceable in, and judgment upon any award rendered by the arbitrator may be confirmed and entered by, any federal or state court having jurisdiction. All proceedings conducted pursuant to this agreement to arbitrate, including any order, decision, or award of the arbitrator, shall be kept confidential by all parties. **THE COMPANY, THE CONSULTANT, AND HEETER EACH ACKNOWLEDGES THAT, BY SIGNING THIS AGREEMENT, EACH PARTY IS WAIVING ANY RIGHT THAT SUCH PARTY MAY HAVE TO A JURY TRIAL OR, EXCEPT AS EXPRESSLY PROVIDED HEREIN, A COURT TRIAL OF ANY CLAIM THAT SUCH PARTY MAY ALLEGE.**

(i) Survival. Sections 5 and 6 of this Agreement and the agreement to arbitrate in Section 8(h) of this Agreement shall survive the termination of this Agreement.

(j) Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of Illinois without reference to principles of conflict of laws of Illinois or any other jurisdiction and, where applicable, the laws of the United States.

(k) Amendment. This Agreement may not be amended or modified at any time, except by a written instrument executed by the Company and the Consultant.

(l) Assignment. This Agreement is personal as to the Consultant, and accordingly, the Consultant's obligations hereunder may not be assigned by it. This Agreement shall be assigned by the Company to any entity which is a successor in interest to all or substantially all of the Company's business.

(m) Acknowledgment. The Consultant acknowledges that he has read and understands this Agreement, is fully aware of its legal effect, has not acted in reliance upon any representations or promises made by the Company other than those contained in writing herein, and has entered into this Agreement freely based on his own judgment.

(n) Reimbursement of Consultant's Attorneys' Fees. The Company shall pay or reimburse reasonable attorneys' fees the Consultant incurred in receiving advice from his attorney regarding the evaluation, negotiation and finalization of this Agreement, up to a maximum of \$10,000, provided that the Consultant's attorney provides an itemized bill to Company.

(o) D&O Insurance. During the Term, the Consultant will be covered on any D&O Insurance policies to the same extent as any of the other officers of the Company.

[Signature Page Follows]

IN WITNESS WHEREOF, the Consultant and Heeter each has hereunto set his hand, and pursuant to the authorization from the Board of Directors, the Company has caused this Agreement to be executed, all as of the day and year first above written.

CONSULTANT:

THE HEETER GROUP, LLC

/s/ Todd Heeter

HEETER (for purposes of Sections 2(a), 2(c)(7), 2(f), 2(g), 4, 5, 6, 7, 8(g) and 8(k)):

TODD HEETER

/s/ Todd Heeter

HUB GROUP, INC.

By: /s/ Phillip D. Yeager

Name: Phillip D. Yeager

Title: President, CEO & Vice Chairman

[Signature Page to Consulting Agreement]

Hub Group Announces Leadership Changes

Todd Heeter Appointed Chief Financial Officer and Treasurer on Interim Basis

Kevin Beth and Brian Meents Have Departed the Company

OAK BROOK, Ill., May 28, 2026 — Hub Group, Inc. (Nasdaq: HUBG) today announced the following changes to its leadership team.

Todd Heeter has been appointed Chief Financial Officer and Treasurer on an interim basis, effective immediately. Mr. Heeter brings over 30 years of experience in finance and accounting. He founded The Heeter Group which provides Chief Financial Officer, Chief Accounting Officer, and strategic advisory services to public and private companies. He has served as Chief Financial Officer and in other finance roles on a permanent and consulting basis across a variety of industries including distribution, financial services, healthcare, technology, manufacturing, SaaS, and other industries.

Concurrent with Mr. Heeter's appointment, Kevin Beth has departed from his position as Executive Vice President, Chief Financial Officer and Treasurer of the Company. In addition, Brian Meents has departed from his position as Executive Vice President and Chief Operating Officer of the Company. Both Mr. Beth and Mr. Meents will be available to the Company on a consulting basis for a transition period.

"The Hub Group Board of Directors views the integrity of the Company's financial statements as a key pillar of our ongoing success," said Peter McNitt, Lead Director, and Gary Yablon, Chair of the Audit Committee. "In connection with the review conducted under the direction of the Audit Committee, we are taking corrective actions, including enhancing our financial reporting processes and making changes to the Company's leadership team. We will continue to prioritize finalizing our financial statements and becoming current with the filing of our periodic reports with the SEC."

"The Board appreciates Todd joining Hub Group and taking on the role of CFO and Treasurer on an interim basis as we work through the restatement of our financial statements and implement enhancements to our internal accounting controls," added David Yeager, Executive Chairman. "Todd is a seasoned finance and accounting executive with many years of experience stepping into roles such as this one. I look forward to working closely with him, Phil and the rest of the team as we continue to focus on delivering for the Company's customers and shareholders. We remain confident in Hub Group's opportunities ahead."

Mr. Heeter's appointment as Chief Financial Officer is for an initial term of six months and may be extended at the Company's election. The Company has initiated a search for a permanent Chief Financial Officer with the assistance of a leading national search firm. At this time, the Chief Operating Officer responsibilities will be absorbed by other senior leaders.

Accounting Review and Second Quarter 2026 Business Performance Updates

Hub Group continues to work diligently to complete the restatement of its previously issued financial statements for the years ended December 31, 2024 and 2023 and the quarterly periods ended March 31, 2025, June 30, 2025, and September 30, 2025. The Company expects to file its Form 10-K for the year ended December 31, 2025, which will include restated results for the years ended December 31, 2024 and 2023, as well as its Form 10-Q for the quarter ended March 31, 2026, on or prior to September 14, 2026.

“As we take the necessary steps to complete our accounting review and enhance our financial reporting processes, we remain focused on executing our strategy and serving our customers. In the second quarter of 2026 to date, we executed a successful bid season and saw balanced demand trends and stronger pricing as well as increased opportunity for over the road conversion. We continued to onboard significant new business in Logistics, while Brokerage volumes reflected our ongoing focus on improving profitability and expanding revenue per load. With our strong customer relationships and leading market position, our team continues to work to drive growth, improve profitability and increase operating cash flows,” said Phil Yeager, President, Chief Executive Officer and Vice Chairman.

Certain Forward-Looking Statements

Statements in this press release that are not historical facts are forward-looking statements, provided pursuant to the safe harbor established under the Private Securities Litigation Reform Act of 1995, including statements regarding the timing of the Company’s filing of its Form 10-K for the year ended December 31, 2025 and its Form 10-Q for the quarterly period ended March 31, 2026, the effect of Hub Group’s actions to drive growth, improve profitability, expand revenue per load and increase operating cash flows, and any other statements regarding Hub Group’s future expectations, beliefs, plans, objectives, financial conditions, assumptions or future events or performance that are not historical facts. These forward-looking statements are not guarantees of future performance and involve risks, uncertainties and other factors that might cause the actual performance of Hub Group to differ materially from those expressed or implied by such forward-looking statements. These risks and uncertainties include, but are not limited to: the Company’s ability to complete the previously-announced restatement of its financial statements; the impact that further delays in the financial close process or the related audit may have on Hub Group’s business, financial condition and results of operations, and other risks discussed under the “Risk Factors” section in Hub Group’s most recently filed periodic reports on Form 10-K and Form 10-Q and subsequent filings. These forward-looking statements speak only as of the date hereof, and Hub Group assumes no obligation to update any such forward-looking statements.

About Hub Group

Hub Group offers comprehensive transportation and logistics management solutions. Keeping our customers’ needs in focus, Hub Group designs, continually optimizes, and applies industry-leading technology to our customers’ supply chains for better service, greater efficiency, and total visibility. As an award-winning, publicly traded company (Nasdaq: HUBG), our approximately 6,000 employees and drivers across the globe are always in pursuit of “The Way Ahead” – a commitment to service, integrity and innovation. For more information, visit hubgroup.com.

CONTACT: Garrett Holland, InvestorRelations@hubgroup.com