Proficient Auto Transport, Inc.
Non Driver Employee Handbook

09/17/2024

AL| AZ| AR| FL| GA| IL| IN| KS| KY| MI| OK| TN| TX| UT| WI

ABOUT THIS HANDBOOK/DISCLAIMER

We prepared this handbook to help employees find the answers to many questions that they may have regarding their employment with Proficient Auto Transport, Inc. Please take the necessary time to read it.

We do not expect this handbook to answer all questions. Supervisors and Human Resources also serve as a major source of information.

Neither this handbook nor any other verbal or written communication by a management representative is, nor should it be considered to be, an agreement, contract of employment, express or implied, or a promise of treatment in any particular manner in any given situation, nor does it confer any contractual rights whatsoever. Proficient Auto Transport, Inc. adheres to the policy of employment at will, which permits the Company or the employee to end the employment relationship at any time, for any reason, with or without cause or notice.

Many matters covered by this handbook, such as benefit plan descriptions, are also described in separate Company documents. These Company documents are always controlling over any statement made in this handbook or by any member of management.

This handbook states only general Company guidelines. The Company may, at any time, in its sole discretion, modify or vary from anything stated in this handbook, with or without notice, except for the rights of the parties to end employment at will, which may only be modified by an express written agreement signed by the employee and President and Chief Operating Officer.

This handbook supersedes all prior handbooks.

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Section 1 - GOVERNING PRINCIPLES OF EMPLOYMENT

1-1. INTRODUCTION

For employees who are beginning employment with Proficient Auto Transport, Inc. ("Proficient Auto Transport, Inc." or "the Company"), let me extend a warm and sincere welcome.

For employees who have been with us, thank you for your past and continued service.

I extend my personal best wishes for success and happiness here at Proficient Auto Transport, Inc. We understand that it is our employees who provide the services that our customers rely upon, and who will enable us to create new opportunities in the years to come.

Amy Rice, President & COO

1-2. EQUAL EMPLOYMENT OPPORTUNITY

Proficient Auto Transport, Inc. is an Equal Opportunity Employer that does not discriminate on the basis of actual or perceived race, creed, color, religion, alienage or national origin, ancestry, citizenship status, age, disability or handicap, sex, marital status, veteran status, sexual orientation, genetic information, arrest record, or any other characteristic protected by applicable federal, state or local laws. Our management team is dedicated to this policy with respect to recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, employee activities and general treatment during employment.

Any employees with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of Senior Management or Human Resources Manager. The Company will not allow any form of retaliation against individuals who raise issues of equal employment opportunity. If employees feel they have been subjected to any such retaliation, they should contact Human Resources Manager. To ensure our workplace is free of artificial barriers, violation of this policy including any improper retaliatory conduct will lead to discipline, up to and including discharge. All employees must cooperate with all investigations.

1-3. AT-WILL EMPLOYMENT

Your employment with Proficient Auto Transport, Inc. is at will. This means your employment is for an indefinite period of time and it is subject to termination by you or Proficient Auto Transport, Inc. (or its subsidiaries), with or without cause, with or without notice, and at any time. Nothing in this policy or any other policy of Proficient Auto Transport, Inc. shall be interpreted to be in conflict with or to eliminate or modify in any way, the at will employment status of Proficient Auto Transport, Inc. employees.

The at will employment status of an employee of Proficient Auto Transport, Inc. may be modified only in a written employment agreement with that employee which is signed by the President and COO of Proficient Auto Transport, Inc.

You acknowledge your understanding that your employment with Proficient Auto Transport, Inc. is at will, and that nothing in this handbook is intended to constitute a contract of employment, express or implied.

1-4. NON-HARASSMENT

It is Proficient Auto Transport, Inc.'s policy to prohibit intentional and unintentional harassment of any individual by another person on the basis of any protected classification including, but not limited to, race, color, national origin, disability, religion, marital status, veteran status, sexual orientation or age. The purpose of this policy is not to regulate our employees' personal morality, but to ensure that in the workplace, no one harasses another individual.

If the employee feels that he or she has been subjected to conduct which violates this policy, he or she should immediately report the matter to his or her Manager. If the person toward whom the complaint is directed is one of the individuals indicated above, the employee should contact any Senior level manager in his or her reporting hierarchy. Every report of perceived harassment will be fully investigated and corrective action will be taken where appropriate. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. In addition, the Company will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. Violation of this policy including any improper retaliatory conduct will result in disciplinary action, up to and including discharge. All employees must cooperate with all investigations.

1-5. DRUG-FREE AND ALCOHOL-FREE WORKPLACE

To help ensure a safe, healthy and productive work environment for our employees and others, to protect Company property, and to ensure efficient operations, Proficient Auto Transport, Inc. has adopted a policy of maintaining a workplace free of drugs and alcohol. This policy applies to all employees and other individuals who perform work for the Company.

The unlawful or unauthorized use, abuse, solicitation, theft, possession, transfer, purchase, sale or distribution of controlled substances (including medical marijuana), drug paraphernalia or alcohol by an individual anywhere on Company premises, while on Company business (whether or not on Company premises) or while representing the Company, is strictly prohibited. Employees and other individuals who work for the Company also are prohibited from reporting to work or working while they are using or under the influence of alcohol or any controlled substances, which may impact the employee's ability to perform their job or otherwise pose safety concerns, except when the use is pursuant to a licensed medical practitioner's instructions and the licensed medical practitioner authorized the employee or individual to report to work. However, this exception does not extend any right to report to work under the influence of medical marijuana or to use medical marijuana as a defense to a positive drug test, to the extent the employee is subject to any drug testing requirement, except as permitted by and in accordance with applicable law.

Violation of this policy will result in disciplinary action, up to and including discharge.

The Company maintains a policy of non-discrimination and will endeavor to make reasonable accommodations to assist individuals recovering from substance and alcohol dependencies, and those who have a medical history which reflects treatment for substance abuse conditions. However, employees may not request an accommodation to avoid discipline for a policy violation. We encourage employees to seek assistance before their substance abuse or alcohol misuse renders them unable to perform the essential functions of their jobs, or jeopardizes the health and safety of any Company employee, including themselves.

Employees must notify the Company within five (5) calendar days if they are convicted of a criminal drug violation in the workplace. Within ten (10) days of such notification or other actual notice, the Company will

advise the contracting agency of such conviction.

All employees are hereby advised that full compliance with the foregoing policy shall be a condition of employment at the Company.

Any employee who violates the foregoing drug-free workplace policy described above shall be subject to discipline up to and including immediate discharge.

In the discretion of the Company, any employee who violates the drug-free workplace policy may be required, in connection with or in lieu of disciplinary sanctions, to participate to the Company's satisfaction in an approved drug assistance or rehabilitation program.

In order to maintain a drug-free workplace, the Company has established a drug-free awareness program to educate employees on the dangers of drug abuse in the workplace, our drug-free workplace policy, the availability of any drug-free counseling, rehabilitation and employee assistance programs and the penalties that may be imposed for violations of our drug-free workplace policy. (Such education may include: (1) distribution of our drug-free workplace policy at the employment interview; (2) a discussion of our policy at the new employee orientation session; (3) distribution of a list of approved drug assistance agencies, organizations, and clinics; (4) distribution of published educational materials regarding the dangers of drug abuse; (5) reorientation of all involved employees in cases in which a drug-related accident or incident occurs; (6) inclusion of the policy in employee handbooks and any other personnel policy publications; (7) lectures or training by local drug abuse assistance experts; (8) discussion by the Company's safety experts on the hazards associated with drug abuse; and (9) video tape presentations on the hazards of drug abuse.)

1-6. WORKPLACE VIOLENCE

Proficient Auto Transport, Inc. is strongly committed to providing a safe workplace. The purpose of this policy is to minimize the risk of personal injury to employees and damage to Company and personal property.

Proficient Auto Transport, Inc. does not expect employees to become experts in psychology or to physically subdue a threatening or violent individual. Indeed, Proficient Auto Transport, Inc. specifically discourages employees from engaging in any physical confrontation with a violent or potentially violent individual. However, Proficient Auto Transport, Inc. does expect and encourage employees to exercise reasonable judgment in identifying potentially dangerous situations.

Prohibited Conduct

Threats, threatening language or any other acts of aggression or violence made toward or by any Company employee WILL NOT BE TOLERATED. For purposes of this policy, a threat includes any verbal or physical harassment or abuse, any attempt at intimidating or instilling fear in others, menacing gestures, flashing of weapons, stalking or any other hostile, aggressive, injurious or destructive action undertaken for the purpose of domination or intimidation. To the extent permitted by law, employees and visitors are prohibited from carrying weapons onto Company premises.

Procedures for Reporting a Threat

All potentially dangerous situations, including threats by co-workers, should be reported immediately to any member of management with whom the employee feels comfortable. Reports of threats may be maintained confidential to the extent maintaining confidentiality does not impede Proficient Auto Transport, Inc.'s ability to investigate and respond to the complaints. All threats will be promptly investigated. All employees must cooperate with all investigations. No employee will be subjected to retaliation, intimidation or disciplinary action as a result of reporting a threat in good faith under this policy.

If the Company determines, after an appropriate good faith investigation, that someone has violated this policy, the Company will take swift and appropriate corrective action.

1-7. COMPLIANCE WITH IMMIGRATION LAW

Proficient Auto Transport, Inc. complies with the Immigration Reform and Control Act, employing only those persons who are legally eligible to work in the United States.

All employees are asked to provide original documents, either prior to or on their first date of employment, verifying the right to work in the United States. Employees are asked to sign a verification form required by Federal law (USCIS Form I-9). If an individual cannot verify his or her right to work, Proficient Auto Transport, Inc. will have no choice but to immediately cease the on-boarding process and terminate the employee.

Please contact the Human Resources Department with any questions or concerns.

Proficient Auto Transport, Inc.

Section 2 - OPERATIONAL POLICIES

2-1. EMPLOYEE CLASSIFICATIONS

For purposes of this handbook, all Proficient Auto Transport, Inc. employees fall within one of the classifications below.

Full-Time Employees - Employees who regularly work at least 30 hours per week who were not hired on a short-term basis. Generally, these employees are eligible for the full benefits package, subject to the terms, conditions and limitations of each benefits program.

Part-Time Employees - Employees who are not in a temporary status and who are regularly scheduled to work less than the full-time schedule of 30 hours each week. Regular, part-time employees may be eligible for some of the benefits offered by the company subject to the terms, conditions and limitations of each benefits program.

Temporary, full time: Employees who are hired as interim replacements to temporarily supplement the workforce or to assist in the completion of a specific project and who are temporarily scheduled to work the company's full-time schedule for a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status.

Temporary, part time: Employees who are hired as interim replacements to temporarily supplement the workforce or to assist in the completion of a specific project and who are temporarily scheduled to work less than the company's full-time schedule for a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status.

In addition to the above classifications, employees are categorized as either "**exempt**" or "**non-exempt**" for purposes of federal and state wage and hour laws. Employees classified as exempt do not receive overtime pay; they generally receive the same weekly salary regardless of hours worked. Such salary may be paid less frequently than weekly. The employee will be informed of these classifications upon hire and informed of any subsequent changes to the classifications.

2-2. PROBATIONARY PERIOD

For all employees hired by Proficient Auto Transport, the first 90 days of employment are considered to be an introductory or probationary period. During this time, the employee will undergo training and orientation as directed by the employee's supervisor. The employee's supervisor will also monitor the employee's performance during this time period.

During the first 90 days of employment, the employee is encouraged and expected to ask questions concerning his or her job responsibilities, and to determine if he or she is satisfied with the position. If the employee's job performance is found to be unsatisfactory by his or her supervisor at any time during the first 90 days of employment, the employment may be terminated.

2-3. OVERTIME

Like most successful companies, Proficient Auto Transport, Inc. experiences periods of extremely high activity. During these busy periods, additional work is required from all of us. Supervisors are responsible for monitoring business activity and requesting overtime work if it is necessary. Effort will be made to provide employees with adequate advance notice in such situations.

Any non-exempt employee who works overtime will be compensated at the rate of one and one-half times (1.5) their normal hourly wage for all time worked in excess of 40 hours each week, unless otherwise required by law.

Employees may work overtime only with prior management authorization.

2-4. YOUR PAYCHECK

Employees will be paid bi-weekly for all the time worked during a given pay period.

Payroll stubs itemize deductions made from gross earnings. By law, Proficient Auto Transport, Inc. is required to make deductions for Social Security, federal income tax and any other appropriate taxes. These required deductions also may include any court-ordered garnishments. Payroll stubs also will differentiate between regular pay received and overtime pay received.

If there is an error in any employee's pay, the employee should bring the matter to the attention of Human Resources Manager immediately so the Company can resolve the matter quickly and amicably.

All employees are provided necessary instructions so that they can access their pay stub information on a phone application. The Company does not generate paper stubs. However, upon request, employee can request printouts from the Payroll or HR department.

2-5. COMPANY CREDIT CARD & COMPANY EXPENSE ACCOUNT

Proficient Auto Transport, Inc. may offer company credit cards or accounts for certain employees who travel frequently for their duties, purchase large volumes of goods for use by the company or incur frequent business expenses that can be paid by credit accounts.

Corporate credit cards cannot be used to obtain cash advances, bank checks or electronic cash transfers. Under no circumstances is the company account to be used for personal expenses of the employee.

Misuse of a company credit card or account will result in cancellation of the account, and may result in corrective action, up to and including separation of employment. If the account is inadvertently used for personal expenses, Proficient Auto Transport, Inc. has the right and will seek to recover these expenses from the cardholder.

2-6. BACKGROUND CHECKS

Background and reference checks may be conducted to ensure that individuals who join Proficient Auto Transport are well qualified and to ensure the company meets all Department of Transportation (DOT) Federal Motor Carrier Safety Administration (FMCSA) regulations and requirements for Commercial Drivers and safety sensitive positions at Proficient as designated by the Department of Transportation. As such it is our policy to conduct pre-employment background checks on all applicants who accept an offer of employment. Background checks may include verification of any information on the applicant's resume or application form such as previous employment history as well as education and training certification.

All offers of employment are conditioned on receipt of a background check report that is acceptable to Proficient Auto Transport. All background checks are conducted in conformity with the Federal Fair Credit Reporting Act, the Americans with Disabilities Act and state and federal privacy and anti discrimination laws. Reports are kept confidential and are only viewed by individuals involved in the hiring process.

2-7. PROGRESSIVE CORRECTIVE ACTION

Every employee has the duty and the responsibility to be aware of and abide by existing rules and policies. Employees also have the responsibility to perform his/her duties to the best of his/her ability and to the standards as set forth in his/her job description or as otherwise established.

Proficient Auto Transport supports the use of progressive corrective action to address issues such as poor work performance, attendance, or misconduct. Our progressive corrective policy is designed to provide a corrective action process to improve performance and prevent a recurrence of undesirable behavior and/or performance issues and is consistent with our organizational values, HR best practices and employment laws.

Outlined below are the steps of our progressive corrective policy and procedures. Proficient Auto Transport reserves the right to combine or skip steps in this process depending on the facts of each situation and the nature of the offense. The level of intervention may also vary. Some of the factors that will be considered are whether the offense is repeated despite coaching, counseling and/or training; the employee's work record; and the impact the conduct and performance issues have on our organization.

The following outlines Proficient Auto Transport's progressive corrective action process:

- Verbal warning: A supervisor verbally counsels an employee about an issue of concern, and a written record of the discussion is placed in the employee's file for future reference.
- Written warning: Written warnings are used for behavior or violations that a supervisor considers serious or in situations when a verbal warning has not helped change unacceptable behavior. Written warnings are placed in an employee's personnel file. Employees should recognize the grave nature of the written warning.
- Termination: The employer terminates the employee removing the employee from his or her job.
- Proficient Auto Transport reserves the right to determine the appropriate level of corrective action for any inappropriate conduct, including oral and written warnings, suspension with or without pay, demotion and discharge.

2-8. SEPARATION OF EMPLOYMENT

Separation of employment from Proficient Auto Transport can occur for several different reasons.

- Resignation: Resigning employees are encouraged to provide two weeks' notice, preferably in writing, to facilitate a smooth transition out of the organization. If an employee provides less notice than requested, the employer may deem the individual to be ineligible for rehire depending on the circumstances regarding the notice given.
- Retirement: Employees who wish to retire are required to notify their department director and the Human Resource department in writing at least three (3) months before the planned retirement date.
- Job abandonment: Employees who fail to report to work or contact their supervisor for three (3) consecutive workdays shall be considered to have abandoned the job without notice, effective at the end of their normal shift on the third day. The supervisor shall notify the Human Resource department at the expiration of the third workday and initiate the paperwork to terminate the employee. Employees who are separated due to job abandonment are ineligible to receive accrued benefits and are ineligible for rehire.
- Termination: Employees of Proficient Auto Transport are employed on an at-will basis, and the company retains the right to terminate an employee at any time.
- Return of Company Property

The separating employee must return all company property at the time of separation, including cell phones and keys. Additionally, if applicable, EFS fuel card, hotel card, height sticks, tie down bar, tire pressure gauge, PrePass, EZ Pass, accordion, log book, delivery receipts, all trip paperwork and Truck Keys. Failure to return all items will result in deductions from the final paycheck. Employees are liable for any expenses that are not covered by the final check. Proficient also reserves the right to pursue legal action for any expenses owed by the employee.

As a driver you are required to return the company truck to the Jacksonville terminal at the time of resignation or termination of employment. Any costs that result from recovery fees from failure to return the truck to the Jacksonville office, will be deducted from the employee's final check.

Any unpaid accrued PTO will be paid in the last paycheck, if applicable. Any employee who is terminated for job abandonment or any other reason with cause, unpaid accrued PTO may NOT be paid, where allowed by law.

Health insurance terminates on employees last day of employment. Information for Consolidated Omnibus Budget Reconciliation (COBRA) continued health coverage will be provided.

Rehire

Former employees who left Proficient Auto Transport in good standing and were classified as eligible for rehire may be considered for reemployment. An application must be submitted to the Human Resource department, and the applicant must meet all minimum qualifications and requirements of the position, including any qualifying exam and agility test, when required.

Supervisors must obtain approval from Human Resource or Management prior to rehiring a former employee. Rehired employees begin benefits just as any other new employee. Previous tenure will not be considered in calculating longevity, leave accruals or any other benefits.

An applicant or employee who is terminated for violating policy or who resigned in lieu of termination from

employment due to a policy violation will be ineligible for rehire.

2-9. OPEN DOOR POLICY

All employees have the opportunity to express ideas and opinions to management. The Company believes that open communication is essential to a successful work environment, as well as to the Company's success. All employees may express ideas and opinions directly to Company management. Employees who would like to bring an idea or suggestion to the Company's attention, or just simply wishes to discuss an issue not covered by a separate reporting procedure, are always welcome to send an email or make a call to Human Resources.

Section 3 - BENEFITS

3-1. BENEFITS OVERVIEW

In addition to good working conditions and competitive pay, it is Proficient Auto Transport, Inc.'s policy to provide a combination of supplemental benefits to all eligible employees. In keeping with this goal, each benefit program has been carefully devised. These benefits include time-off benefits, insurance and other plan benefits. We are constantly studying and evaluating our benefits programs and policies to better meet present and future requirements. These policies have been developed over the years and continue to be refined to keep up with changing times and needs.

The descriptions of the insurance and other plan benefits merely highlight certain aspects of the applicable plans for general information only. The details of those plans are spelled out in the official plan documents, which are available for review upon request from Human Resources Manager. Additionally, the provisions of the plans, including eligibility and benefits provisions, are summarized in the summary plan descriptions ("SPDs") for the plans (which may be revised from time to time). In the determination of benefits and all other matters under each plan, the terms of the official plan documents shall govern over the language of any descriptions of the plans, including the SPDs and this handbook.

Further, Proficient Auto Transport, Inc. (including the officers and administrators who are responsible for administering the plans) retains full discretionary authority to interpret the terms of the plans, as well as full discretionary authority with regard to administrative matters arising in connection with the plans and all issues concerning benefit terms, eligibility and entitlement.

While the Company intends to maintain these employee benefits, it reserves the absolute right to modify, amend or terminate these benefits at any time and for any reason.

If employees have any questions regarding benefits, they should contact Human Resources Manager.

3-2. HOLIDAY SCHEDULE

The Company recognizes seven (7) paid holidays during the year for eligible employees. Eligible employees must work a minimum of 30-hours per week. The company observes and allows time off with pay for the following holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas

If one of these holidays falls on a Sunday, it will be observed on the following Monday. If the holiday falls on a Saturday, the company will observe the holiday on the prior Friday as a substitute holiday.

3-3. PAID TIME OFF

Proficient Auto Transport, Inc. appreciates how hard employees work and recognizes the importance of providing time for rest and relaxation. Proficient Auto Transport, Inc. fully encourages employees to get this rest by taking paid time off. Time off under this policy includes extended time off, such as for a vacation, and incidental time due to sickness or to handle personal affairs.

Full-time employees earn paid time off as follows:

Year 1	10 days Prorated Based on Date of Hire to be used by 12/31
Years 2-4	10 days granted on January 1
Years 5-9	15 days granted on January 1
Years 10-24	20 days granted on January 1
Years 25+	25 days granted on January 1

Part-time employees are defined as those working less than 30 hours/week on a regular basis. All part time employees are awarded 1/2 of the PTO awarded to full time employees.

Your PTO allowance will increase incrementally from 2-5 weeks on January 1 of the year in which your milestone anniversary date occurred.

Paid time off should be taken during the year received, unless otherwise required by law. PTO not used by the end of the calendar year due to Company business can be carried over with the approval of the Department Manager. The maximum number of PTO days that can be carried over from year to year is 5 and must be used by March 31st of the following year. Any carried-over yet unused time will be surrendered after March 31st of each year.

If employees wish to use three (3) or more full days of paid time off consecutively, they must submit a request to their manager in advance of the requested time off. Similar notice should be provided for planned time off of shorter duration. Every effort will be made to grant requests, consistent with operating schedules. However, if too many people request the same period of time off, the Company reserves the right to choose who may take time off during that period. Individuals with the longest length of service generally will be given preference.

If employees will be out of work due to illness or any other emergency for which notice could not be provided, they must call in and notify their supervisor as early as possible, but at least by the start of their workday. If they call in sick for three (3) or more consecutive days, they may be required to provide their supervisor with a doctor's note on the day they return to work.

Paid time off may be used only in full and half-day increments.

Up to 10 days of earned, unused paid time off can be paid out upon separation, unless otherwise required by law.

3-4. WORKERS' COMPENSATION

On-the-job injuries are covered by Proficient Auto Transport, Inc.'s Workers' Compensation Insurance Policy, which is provided at no cost. If employees are injured on the job, no matter how slightly, they should report the incident immediately to their supervisor. Failure to follow Company procedures may affect the ability of employees to receive Workers Compensation benefits.

This is solely a monetary benefit and not a leave of absence entitlement. Employees who need to miss work due to a workplace injury must also request a formal leave of absence. See the Leave of Absence sections of this handbook for more information.

3-5. JURY DUTY

Proficient Auto Transport, Inc. realizes that it is the obligation of all U.S. citizens to serve on a jury when summoned to do so. All employees will be allowed time off to perform such civic service as required by law. Employees are expected, however, to provide proper notice of a request to perform jury duty and verification of their service.

Employees also are expected to keep management informed of the expected length of jury duty service and to report to work for the major portion of the day if excused by the court. If the required absence presents a serious conflict for management, employees may be asked to try to postpone jury duty.

Employees on jury duty leave will be paid for their jury duty service in accordance with state law; however, exempt employees will be paid their full salary for any week in which time is missed due to jury duty if work is performed for the Company during such week.

3-6. GROUP INSURANCE

Proficient Auto Transport, currently offers group health, dental, vision, long term disability and life insurance plans to all full-time employees. Insurance coverage typically begins on the first day of the month following 60 days of full-time employment. Employees have 45 days from the date of hire to make online elections. Once made, elections remain in place for the remainder of the plan year. Qualifying events or change in status, as defined by the Plan document, allow employees to make changes consistent with the change of status.

3-7. RETIREMENT PLAN

The Company offers a 401K Plan in which regular, full-time employees are automatically enrolled for a 3% Pre-Tax Deduction beginning the first pay of the month following their 6-month anniversary of full-time employment. Plan participants may make contributions to a retirement account while employed by the Company. Further details of the Plan may be obtained from the Human Resources Department and the Plan Document.

Section 4 - LEAVE OF ABSENCE AND ACCOMMODATIONS

4-1. TIME AWAY FROM WORK OVERVIEW

It's our goal to ensure a healthy balance between work and life for our employees. To support this, Proficient Auto Transport, Inc. offers Paid Time Off to all full-time employees. We understand there may be circumstances that require extended time away from work, beyond the standard Paid Time Off request. If an employee requires extended time away, they should notify their manager 2 weeks in advance of the requested time off, when possible. Proficient Auto Transport, Inc. will make every effort to accommodate requests for extended time away from work when needed under one of the leave of absences types described in this section.

- Please note that Paid Time Off will run concurrently with any company approved leave.
- Employees on leave are expected to maintain their portion of the employee's benefit premiums for any week they are not receiving pay directly from the company.
    - If payments are more than 30 days late, the Company will send a letter notifying the employee that coverage will be dropped on a specified date unless premiums are received in full before that date.

4-2. FAMILY AND MEDICAL LEAVE

The Leave Policy

Employees may be entitled to a leave of absence under the Family and Medical Leave Act (FMLA). This policy provides employees information concerning FMLA entitlements and obligations employees may have during such leaves. If employees have any questions concerning FMLA leave, they should contact Human Resources Manager.

I. Eligibility

FMLA leave is available to "eligible employees." To be an "eligible employee," the employee must: 1) have been employed by the Company for at least 12 months (which need not be consecutive); 2) have been employed by the Company for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave; and 3) be employed at a worksite where 50 or more employees are located within 75 miles of the worksite.

II. Entitlements

As described below, the FMLA provides eligible employees with a right to leave, health insurance benefits and, with some limited exceptions, job restoration.

A. Basic FMLA Leave Entitlement

The FMLA provides eligible employees up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12-month period. The 12-month period is determined based on the calendar year. Leave may be taken for any one, or for a combination, of the following reasons:

- To care for the employee's child after birth or placement for adoption or foster care;

- To care for the employee's spouse, son, daughter or parent (but not in-law) who has a **serious health condition**;
- For the employee's own serious health condition (including any period of incapacity due to pregnancy, prenatal medical care or childbirth) that makes the employee unable to perform one or more of the essential functions of the employee's job; and/or
- Because of any **qualifying exigency** arising out of the fact that the employee's spouse, son, daughter or parent is a military member on covered active duty or called to covered active duty status (or has been notified of an impending call or order to covered active duty) in the Reserves component of the Armed Forces for deployment to a foreign country in support of contingency operation or Regular Armed Forces for deployment to a foreign country.

A **serious health condition** is an illness, injury, impairment or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents employees from performing the functions of their job, or prevents the qualified family member from participating in school or other daily activities.

B. Additional Military Family Leave Entitlement (Injured Servicemember Leave)

In addition to the basic FMLA leave entitlement discussed above, an eligible employee who is the spouse, son, daughter, parent or next of kin of a **covered servicemember** is entitled to take up to 26 weeks of leave during a single 12-month period to care for the servicemember with a serious injury or illness. Leave to care for a servicemember shall only be available during a single-12 month period and, when combined with other FMLA-qualifying leave, may not exceed 26 weeks during the single 12-month period. The single 12-month period begins on the first day an eligible employee takes leave to care for the injured servicemember.

A "**covered servicemember**" is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status or is on the temporary retired list, for a serious injury or illness. These individuals are referred to in this policy as "current members of the Armed Forces." **Covered servicemembers** also include a veteran who is discharged or released from military services under condition other than dishonorable at any time during the five years preceding the date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation or therapy for a serious injury or illness. These individuals are referred to in this policy as "covered veterans."

The FMLA definitions of a "serious injury or illness" for current Armed Forces members and covered veterans are distinct from the FMLA definition of "serious health condition" applicable to FMLA leave to care for a covered family member.

C. Intermittent Leave and Reduced Leave Schedules

FMLA leave usually will be taken for a period of consecutive days, weeks or months. However, employees also are entitled to take FMLA leave intermittently or on a reduced leave schedule when medically necessary due to a serious health condition of the employee or covered family member or the serious injury or illness of a covered servicemember. Qualifying exigency leave also may be taken on an intermittent basis.

D. No Work While on Leave

The taking of another job while on family/medical leave or any other authorized leave of absence is grounds for immediate discharge, to the extent permitted by law.

E. Protection of Group Health Insurance Benefits

During FMLA leave, eligible employees are entitled to receive group health plan coverage on the same

terms and conditions as if they had continued to work.

F. Restoration of Employment and Benefits

At the end of FMLA leave, subject to some exceptions including situations where job restoration of "key employees" will cause the Company substantial and grievous economic injury, employees generally have a right to return to the same or equivalent positions with equivalent pay, benefits and other employment terms. The Company will notify employees if they qualify as "key employees," if it intends to deny reinstatement, and of their rights in such instances. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee's FMLA leave.

G. Notice of Eligibility for, and Designation of, FMLA Leave

Employees requesting FMLA leave are entitled to receive written notice from the Company telling them whether they are eligible for FMLA leave and, if not eligible, the reasons why they are not eligible. When eligible for FMLA leave, employees are entitled to receive written notice of: 1) their rights and responsibilities in connection with such leave; 2) Company's designation of leave as FMLA-qualifying or non-qualifying, and if not FMLA-qualifying, the reasons why; and 3) the amount of leave, if known, that will be counted against the employee's leave entitlement.

The Company may retroactively designate leave as FMLA leave with appropriate written notice to employees provided the Company's failure to designate leave as FMLA-qualifying at an earlier date did not cause harm or injury to the employee. In all cases where leaves qualify for FMLA protection, the Company and employee can mutually agree that leave be retroactively designated as FMLA leave.

III. Employee FMLA Leave Obligations

A. Provide Notice of the Need for Leave

Employees who take FMLA leave must timely notify the Company of their need for FMLA leave. The following describes the content and timing of such employee notices.

1. Content of Employee Notice

To trigger FMLA leave protections, employees must inform their Manager and/or Human Resources Manager of the need for FMLA-qualifying leave and the anticipated timing and duration of the leave, if known. Employees may do this by either requesting FMLA leave specifically, or explaining the reasons for leave so as to allow the Company to determine that the leave is FMLA-qualifying. For example, employees might explain that:

- a medical condition renders them unable to perform the functions of their job;
- they are pregnant or have been hospitalized overnight;
- they or a covered family member are under the continuing care of a health care provider;
- the leave is due to a qualifying exigency caused by a military member being on covered active duty or called to covered active duty status to a foreign country; or
- if the leave is for a family member, that the condition renders the family member unable to perform daily activities or that the family member is a covered servicemember with a serious injury or illness.

Calling in "sick," without providing the reasons for the needed leave, will not be considered sufficient notice for FMLA leave under this policy. Employees must respond to the Company's questions to determine if absences are potentially FMLA-qualifying.

If employees fail to explain the reasons for FMLA leave, the leave may be denied. When employees seek leave due to FMLA-qualifying reasons for which the Company has previously provided FMLA-protected leave, they must specifically reference the qualifying reason for the leave or the need for FMLA leave.

2. Timing of Employee Notice

Employees must provide 30 days' advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, or the approximate timing of the need for leave is not foreseeable, employees must provide the Company notice of the need for leave as soon as practicable under the facts and circumstances of the particular case. Employees who fail to give 30 days' notice for foreseeable leave without a reasonable excuse for the delay, or otherwise fail to satisfy FMLA notice obligations, may have FMLA leave delayed or denied.

B. Substitute Paid Leave for Unpaid FMLA Leave

Employees must use any accrued paid time while taking unpaid FMLA leave.

The substitution of paid time for unpaid FMLA leave time does not extend the length of FMLA leave and the paid time will run concurrently with the employee's FMLA entitlement.

Leaves of absence taken in connection with a disability leave plan or workers' compensation injury/illness shall run concurrently with any FMLA leave entitlement. Upon written request, the Company will allow employees to use accrued paid time to supplement any paid disability benefits.

C. Pay Employee's Share of Health Insurance Premiums

During FMLA leave, employees are entitled to continued group health plan coverage under the same conditions as if they had continued to work. Unless the Company notifies employees of other arrangements, whenever employees are receiving pay from the Company during FMLA leave, the Company will deduct the employee portion of the group health plan premium from the employee's paycheck in the same manner as if the employee was actively working.

If FMLA leave is unpaid, employees must pay their portion of the group health premium through a method determined by the Company upon leave.

The Company's obligation to maintain health care coverage ceases if the employee's premium payment is more than 30 days late. If the employee's payment is more than 15 days late, the Company will send a letter notifying the employee that coverage will be dropped on a specified date unless the co-payment is received before that date. If employees do not return to work within 30 calendar days at the end of the leave period (unless employees cannot return to work because of a serious health condition or other circumstances beyond their control), they will be required to reimburse the Company for the cost of the premiums the Company paid for maintaining coverage during their unpaid FMLA leave. This premium will be due on the 1st of each month that the employee is out on FMLA leave.

4-3. MILITARY LEAVE

If employees are called into active military service or enlist in the uniformed services, they will be eligible to receive an unpaid military leave of absence. To be eligible for military leave, employees must provide management with advance notice of service obligations unless they are prevented from providing such notice by military necessity or it is otherwise impossible or unreasonable to provide such notice. Provided the absence does not exceed applicable statutory limitations, employees will retain reemployment rights and accrue seniority and benefits in accordance with applicable federal and state laws. Employees should ask management for further information about eligibility for Military Leave.

If employees are required to attend yearly Reserves or National Guard duty, they can apply for an unpaid temporary military leave of absence not to exceed the number of days allowed by law (including travel). They

should give management as much advance notice of their need for military leave as possible so that Proficient Auto Transport, Inc. can maintain proper coverage while employees are away.

4-4. PERSONAL LEAVE

If employees are ineligible for any other Company leave of absence, Proficient Auto Transport, Inc., under certain circumstances, may grant a personal leave of absence without pay. A written request for a personal leave should be presented to management at least two (2) weeks before the anticipated start of the leave. The request will be considered on the basis of staffing requirements and the reasons for the requested leave, as well as performance and attendance records. Normally, a personal leave of absence will be granted for a period of up to four (4) weeks. However, a personal leave may be extended if, prior to the end of leave, employees submit a written request for an extension to management and the request is granted. During the leave, employees will not earn PTO. Proficient Auto Transport, Inc. will continue health insurance coverage during the leave if employees submit their share of the monthly premium payments to the Company in a timely manner, subject to the terms of the plan documents.

When the employees anticipate returning to work, they should notify management of the expected return date. This notification should be made at least one (1) week before the end of the leave.

Upon completion of the personal leave of absence, the Company will attempt to return employees to their original job or a similar position, subject to prevailing business considerations. Reinstatement, however, is not guaranteed.

Failure to advise management of availability to return to work, failure to return to work when notified or a continued absence from work beyond the time approved by the Company will be considered a voluntary resignation of employment.

Personal leave runs concurrently with Paid Time Off as well as any Company-provided Short-Term Disability Leave of Absence.

4-5. NON FMLA ELIGIBLE MEDICAL LEAVE UNDER ADAAA

Proficient Auto Transport, Inc. recognizes there may be times when an employee requires medical leave for their own serious medical condition or disability that is not covered under FMLA. For this reason, Proficient Auto Transport, Inc. will attempt to accommodate reasonable requests for medical leave under the Americans with Disabilities Act Amendments Act (ADAAA).

Employees requiring medical time off should discuss their need with Human Resources, who will begin an interactive discussion process with the employee to determine what type of accommodation is required. Medical documentation may be required to be completed by the employee's healthcare provider to include:

- The specific reason(s) the employee needs leave (for example, pregnancy and delivery, surgery and recuperation, treating mental health conditions, recovery from an injury, adjustment to a new medication regimen, training of a new service animal, doctor visits, or physical therapy);
- Documentation should include the expected length of time the individual may need to be away from work.

An employee requesting leave as a reasonable accommodation under the ADAAA should respond to questions from the Company as part of the interactive process, and work with his or her health care provider to obtain requested medical documentation as quickly as possible, but no more than 21 days.

Proficient Auto Transport, Inc. will consider the employee's request, and all reasonable efforts will be made to accommodate an individual's leave of absence, except when the leave would cause an undue hardship on the organization. Initial requests for medical leave under ADAAA will typically be granted for periods of up to 30 days, while requests longer than 30 days may require review every 30 days to determine if Proficient Auto Transport, Inc. is able to continue accommodating the employee without causing an undue hardship to the Company.

4-6. REASONABLE ACCOMMODATIONS & INTERACTIVE DIALOGUE

Proficient Auto Transport, Inc. is committed to complying with applicable federal, state, and local laws governing reasonable accommodations of individuals, including, but not limited to, the Americans with Disabilities Act (ADA). To that end, we will endeavor to make a reasonable accommodation to applicants and employees who have requested an accommodation or for whom Proficient Auto Transport, Inc. has notice may require such an accommodation, without regard to any protected classifications, related to an individual's:

- Disability, meaning any physical, medical, mental, or psychological impairment, or a history or record of such impairment;
- Sincerely held religious beliefs and practices;
- Needs as a victim of domestic violence, sex offenses, or stalking;
- Needs related to pregnancy, childbirth, or related medical conditions; and/or
- Any other reason required by applicable law, unless the accommodation would impose an undue hardship on the operation of our business.

Any individual who would like to request an accommodation based on any of the reasons set forth above should contact Human Resources Manager. Accommodation requests can be made in writing to Human Resources Manager. If an individual who has requested an accommodation has not received an initial response within five (5) business days, the employee should contact Human Resources Manager.

After receiving a request for an accommodation or learning indirectly that the employee may require such an accommodation, Proficient Auto Transport, Inc. will engage in an interactive dialogue with the employee.

Even if employee has not formally requested an accommodation, Proficient Auto Transport, Inc. may initiate an interactive dialogue under certain circumstances, such as when Proficient Auto Transport, Inc. has knowledge that employee's performance at work has been negatively affected and a reasonable basis to believe that the issue is related to any of the protected classifications set forth above, in compliance with applicable law. In the event Proficient Auto Transport, Inc. initiates an interactive dialogue with an employee, it should not be construed as Proficient Auto Transport, Inc.'s belief an individual requires an accommodation, but will serve as an invitation for the employee to share with Proficient Auto Transport, Inc. any information the employee desires to share, or to request an accommodation.

The interactive dialogue may take place in person, by telephone, or by electronic means. As part of the interactive dialogue, Proficient Auto Transport, Inc. will communicate openly and in good faith with the employee in a timely manner in order to determine whether and how Proficient Auto Transport, Inc. may be able to provide a reasonable accommodation. To the extent necessary and appropriate based on the request, Proficient Auto Transport, Inc. will attempt to explore the existence and feasibility of alternative accommodations as well as alternative positions for the employee. Proficient Auto Transport, Inc. is not required to provide the specific accommodation sought by the employee, provided the alternatives are reasonable and either meet the specific needs of the employee or specifically address the employee's limitations.

As part of the interactive dialogue, Proficient Auto Transport, Inc. reserves the right to request supporting documentation to the maximum extent permitted by applicable law.

Proficient Auto Transport, Inc. will endeavor to keep confidential all communications regarding requests for reasonable accommodations and all circumstances surrounding the employee's underlying reason for needing an accommodation.

Proficient Auto Transport, Inc. will not allow any form of retaliation against employees who have requested an accommodation, for whom Proficient Auto Transport, Inc. has notice may require such an accommodation, or who otherwise engage in the interactive dialogue process.

Employees with questions regarding this policy should contact Human Resources Manager.

Section 5 - GENERAL STANDARDS OF CONDUCT

5-1. WORKPLACE CONDUCT

Proficient Auto Transport, Inc. endeavors to maintain a positive work environment. Each employee plays a role in fostering this environment. Accordingly, we all must abide by certain rules of conduct, based on honesty, common sense and fair play.

Because everyone may not have the same idea about proper workplace conduct, it is helpful to adopt and enforce rules all can follow. Unacceptable conduct may subject the offender to corrective action, up to and including discharge, in the Company's sole discretion. The following are examples of some, but not all, conduct which can be considered unacceptable:

1. Obtaining employment on the basis of false or misleading information.
2. Stealing, removing or defacing Proficient Auto Transport, Inc. property or a co-worker's property, and/or disclosure of confidential information.
3. Completing another employee's time records.
4. Violation of safety rules and policies.
5. Violation of Proficient Auto Transport, Inc.'s Drug and Alcohol-Free Workplace Policy.
6. Fighting, threatening or disrupting the work of others or other violations of Proficient Auto Transport, Inc.'s Workplace Violence Policy.
7. Failure to follow lawful instructions of a supervisor.
8. Failure to perform assigned job duties.
9. Violation of the Punctuality and Attendance Policy, including but not limited to irregular attendance, habitual lateness or unexcused absences.
10. Gambling on Company property.
11. Willful or careless destruction or damage to Company assets or to the equipment or possessions of another employee.
12. Wasting work materials.
13. Performing work of a personal nature during working time.
14. Violation of the Solicitation and Distribution Policy.
15. Violation of Proficient Auto Transport, Inc.'s Harassment or Equal Employment Opportunity Policies.
16. Violation of the Communication and Computer Systems Policy.
17. Unsatisfactory job performance.
18. Any other violation of Company policy.

Obviously, not every type of misconduct can be listed. Note that all employees are employed at-will, and Proficient Auto Transport, Inc. reserves the right to impose whatever discipline it chooses, or none at all, in a particular instance. The Company will deal with each situation individually and nothing in this handbook should be construed as a promise of specific treatment in a given situation. However, Proficient Auto Transport, Inc. will endeavor to utilize progressive discipline but reserves the right in its sole discretion to terminate the employee at any time for any reason.

The observance of these rules will help to ensure that our workplace remains a safe and desirable place to work.

5-2. EMPLOYEE DRESS AND PERSONAL APPEARANCE

Employees are expected to report to work well groomed, clean, and dressed according to the requirements of their position. Some employees may be required to wear uniforms or safety equipment/clothing. Employees should contact their supervisor for specific information regarding acceptable attire for their position. If employees report to work dressed or groomed inappropriately, they may be prevented from working until they return to work well groomed and wearing the proper attire.

5-3. PUNCTUALITY AND ATTENDANCE

Employees are hired to perform important functions at Proficient Auto Transport, Inc. As with any group effort, operating effectively takes cooperation and commitment from everyone. Therefore, attendance and punctuality are very important. Unnecessary absences and lateness are expensive, disruptive and place an unfair burden on fellow employees and supervisors. We expect excellent attendance from all employees. Excessive absenteeism or tardiness will result in disciplinary action up to and including discharge.

We do recognize, however, there are times when absences and tardiness cannot be avoided. In such cases, employees are expected to notify supervisors as early as possible, but no later than the start of the work day. Asking another employee, friend or relative to give this notice is improper and constitutes grounds for disciplinary action. Employees should call, stating the nature of the illness and its expected duration, for every day of absenteeism.

Unreported absences of three (3) consecutive work days generally will be considered a voluntary resignation of employment with the Company.

5-4. USE OF COMMUNICATIONS AND COMPUTER SYSTEMS

Proficient Auto Transport, Inc.'s communication and computer systems are intended primarily for business purposes; however limited personal usage is permitted if it does not hinder performance of job duties or violate any other Company policy. This includes the voice mail, e-mail and Internet systems. Users have no legitimate expectation of privacy in regard to their use of the Proficient Auto Transport, Inc. systems.

Proficient Auto Transport, Inc. may access the voice mail and e-mail systems and obtain the communications within the systems, including past voice mail and e-mail messages, without notice to users of the system, in the ordinary course of business when the Company deems it appropriate to do so. The reasons for which the Company may obtain such access include, but are not limited to: maintaining the system; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; complying with legal and regulatory requests for information; and ensuring that Company operations continue appropriately during the employee's absence.

Further, Proficient Auto Transport, Inc. may review Internet usage to ensure that such use with Company property, or communications sent via the Internet with Company property, are appropriate. The reasons for which the Company may review employees' use of the Internet with Company property include, but are not limited to: maintaining the system; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; complying with legal and regulatory requests for information; and ensuring that Company operations continue appropriately during the employee's absence.

The Company may store electronic communications for a period of time after the communication is created. From time to time, copies of communications may be deleted.

The Company's policies prohibiting harassment, in their entirety, apply to the use of Company's communication and computer systems. No one may use any communication or computer system in a manner that may be construed by others as harassing or offensive based on race, national origin, sex, sexual orientation, age, disability, religious beliefs or any other characteristic protected by federal, state or local law.

Further, since the Company's communication and computer systems are intended for business use, all employees, upon request, must inform management of any private access codes or passwords.

Unauthorized duplication of copyrighted computer software violates the law and is strictly prohibited.

No employee may access, or attempt to obtain access to, another employee's computer systems without appropriate authorization.

Violators of this policy may be subject to disciplinary action, up to and including discharge.

5-5. PET & PASSENGER POLICY

Pets are not allowed in company vehicles. There are many safety issues with allowing pets to ride in a vehicle, therefore, Proficient Auto Transport, Inc. has a NO Pet policy.

Passengers are not allowed in company vehicles, unless specific permission is granted by Human Resources in writing. Drivers of company vehicles are liable for his/her actions and any injuries sustained to the passenger. Should the unauthorized passenger become injured, the insurance coverage for their injuries may not be available, depending on the circumstances of the accident.

Employees using a company vehicle that want to request a passenger exception should do so in writing via email to Human Resources, and must list the name of the individual, the specific date and purpose you're requesting the exception for. Unless specifically authorized in writing to do so by Proficient Auto Transport, Inc Human Resources, no employee shall transport any person or permit any person to be transported in any company motor vehicle.

5-6. ARTIFICIAL INTELLIGENCE

The Company recognizes that the use of AI tools can potentially assist employees with the performance of job duties. However, there are many risks. To ensure the protection of confidential information and the integrity of our operations, as set forth below, all employees who wish to use AI tools must receive management approval and, if granted, comply with the below best practices.

Evaluation of AI tools. Employees must evaluate the utility and security of any AI tool before using it. This includes reviewing the tool's security features, terms of service, and privacy policy. Employees should also review the reputation of the tool developer and any third-party services used by the tool. But most importantly, employees **must** receive management approval prior to using any AI tool after explaining the manner in which it will be used and the benefits to the business.

Protection of confidential data. In using any AI tool, employees must not upload or share any confidential, proprietary, or protected data without prior written approval from Human Resources Manager. This includes data related to customers, employees, or partners. Similarly, employees must ensure any AI tool does not utilize confidential or copyrighted information of a third party.

Access control. Employees must not give access to any AI tools approved for business use to anyone

outside the company without prior approval from Human Resources Manager and implementation of processes as required to meet security compliance requirements. This includes sharing login credentials or other sensitive information with third parties.

Compliance with security policies. Employees must apply the same security best practices we use for all company and customer data. This includes using strong passwords, keeping software up-to-date, and following the Company's data retention and disposal policies.

5-7. USE OF SOCIAL MEDIA

Proficient Auto Transport, Inc. respects the right of any employee to maintain a blog or web page or to participate in a social networking platform, Twitter or similar site, including but not limited to Facebook, LinkedIn and Instagram. However, to protect Company interests and ensure employees focus on their job duties, employees must adhere to the following rules:

Employees may not post on a blog or web page or participate on a social networking platform, during work time or at any time with Company equipment or property.

All rules regarding confidential and proprietary business information apply in full to blogs, web pages and social networking platforms. Any information that cannot be disclosed through a conversation, a note or an e-mail also cannot be disclosed in a blog, web page or social networking platform. The Company takes very seriously the abuse of social networking platforms and Social Media by employees. Because of this, the Company strictly prohibits any potentially harmful, offensive or incriminating commentary related to the Company, its' employees and/or Customers. Any employee who violates this policy will be subject to discipline up to and including termination.

Whether the employees are posting something on their own blog, web page, social networking platform or on someone else's, if the employee mentions the Company and also expresses either a political opinion or an opinion regarding the Company's actions or those of the Company's customers that could pose an actual or potential conflict of interest with the Company, the poster must include a disclaimer. The poster should specifically state that the opinion expressed is his/her personal opinion and not the Company's position. This is necessary to preserve the Company's good will in the marketplace. Additionally, it is strictly prohibited for employees to post any material on Social Media that includes but is not limited to text, photos, memes or the like related to the Company or the Company's customers. Such violations could result in disciplinary actions up to and including discharge.

Any conduct that is impermissible under the law if expressed in any other form or forum is impermissible if expressed through a blog, web page or any social networking platform. For example, posted material that is discriminatory, obscene, defamatory, libelous or violent is forbidden. Company policies apply equally to employee social media usage.

Proficient Auto Transport, Inc. encourages all employees to keep in mind the speed and manner in which information posted on a blog, web page, and/or social networking site is received and often misunderstood by readers. Employees must use their best judgment. Employees with any questions should review the guidelines above and/or consult with their manager. Failure to follow these guidelines may result in discipline, up to and including discharge.

5-8. PERSONAL COMMUNICATION DEVICES

Proficient Auto Transport, Inc.-provided portable communication devices (PCDs), including cell phones and tablets, should be used primarily for business purposes. Employees have no reasonable expectation of privacy in regard to the use of such devices, and all use is subject to monitoring, to the maximum extent permitted by applicable law. This includes, as permitted, the right to monitor personal communications as necessary.

Some employees may be authorized to use their own PCD for business purposes. These employees should work with the IT department to configure their PCD for business use. Communications sent via a personal PCD also may subject to monitoring if sent through the Company's networks and the PCD must be provided for inspection and review upon request.

All conversations, text messages and e-mails must be professional. When sending a text message or using a PCD for business purposes, whether it is a Company-provided or personal device, employees must comply with applicable Company guidelines, including policies on sexual harassment, discrimination, conduct, confidentiality, equipment use and operation of vehicles. Using a Company-issued PCD to send or receive personal text messages is prohibited at all times and personal use during working hours should be limited to emergency situations.

If employees who use a personal PCD for business resign or are discharged, they will be required to submit the device to the IT department for resetting on or before their last day of work. At that time, the IT department will reset and remove all information from the device, including but not limited to, Company information and personal data (such as contacts, e-mails and photographs). The IT department will make efforts to provide employees with the personal data in another form (e.g., on a disk) to the extent practicable; however, the employee may lose some or all personal data saved on the device.

Employees may not use their personal PCD for business unless they agree to submit the device to the IT department on or before their last day of work for resetting and removal of Company information. This is the only way currently possible to ensure that all Company information is removed from the device at the time of termination. The removal of Company information is crucial to ensure compliance with the Company's confidentiality and proprietary information policies and objectives.

Please note that whether employees use their personal PCD or a Company-issued device, the Company's electronic communications policies, including but not limited to, proper use of communications and computer systems, remain in effect.

Portable Communication Device Use While Driving

Employees who drive on Company business must abide by all state or local laws prohibiting or limiting PCD (cell phone or personal digital assistant) use while driving. Further, even if usage is permitted, employees may choose to refrain from using any PCD while driving. "Use" includes, but is not limited to, talking or listening to another person or sending an electronic or text message via the PCD.

Regardless of the circumstances, including slow or stopped traffic, if any use is permitted while driving, employees should proceed to a safe location off the road and safely stop the vehicle before placing or accepting a call. If acceptance of a call is absolutely necessary while driving, and permitted by law, employees must use a hands-free option and advise the caller that they are unable to speak at that time and will return the call shortly.

Under no circumstances should employees feel that they need to place themselves at risk to fulfill business needs.

Since this policy does not require any employee to use a cell phone while driving, employees who are charged with traffic violations resulting from the use of their PCDs while driving will be solely responsible for all liabilities that result from such actions.

Proficient Auto Transport, Inc. expects that all employees should not be doing business while driving. Additionally, employees, while driving for work related business, are expected to enable the "do not disturb while driving" feature on their cell phones and tablets. Texting and e-mailing while driving is prohibited in all circumstances. In Florida, it is illegal to use your cell phone or tablet while driving unless your device is equipped for hands-free use. In this case, hands-free use is permissable and the Employee should always adhere to laws and regulations related to the same.

5-9. CONFIDENTIAL COMPANY INFORMATION

During the course of work, employees may become aware of confidential information about Proficient Auto Transport, Inc.'s business, including but not limited to information regarding Company finances, pricing, products and new business development, software and computer programs, marketing strategies, customers and potential customers. Employees also may become aware of similar confidential information belonging to the Company's clients. It is extremely important that all such information remain confidential, and particularly not be disclosed to Proficient Auto Transport, Inc.'s competitors. Any employee who improperly copies, removes (whether physically or electronically), uses or discloses confidential information to anyone outside of the Company may be subject to disciplinary action up to and including termination. Employees may be required to sign an agreement reiterating these obligations.

5-10. CONFLICT OF INTEREST AND BUSINESS ETHICS

It is Proficient Auto Transport, Inc.'s policy that all employees avoid any conflict between their personal interests and those of the Company. The purpose of this policy is to ensure that the Company's honesty and integrity, and therefore its reputation, are not compromised. The fundamental principle guiding this policy is that no employee should have, or appear to have, personal interests or relationships that actually or potentially conflict with the best interests of the Company.

It is not possible to give an exhaustive list of situations that might involve violations of this policy. However, the situations that would constitute a conflict in most cases include but are not limited to:

1. holding an interest in or accepting free or discounted goods from any organization that does, or is seeking to do, business with the Company, by any employee who is in a position to directly or indirectly influence either the Company's decision to do business, or the terms upon which business would be done with such organization;
2. holding any interest in an organization that competes with the Company;
3. being employed by (including as a consultant) or serving on the board of any organization which does, or is seeking to do, business with the Company or which competes with the Company; and/or
4. profiting personally, e.g., through commissions, loans, expense reimbursements or other payments, from any organization seeking to do business with the Company.

A conflict of interest would also exist when a member of the employee's immediate family is involved in situations such as those above.

This policy is not intended to prohibit the acceptance of modest courtesies, openly given and accepted as part of the usual business amenities, for example, occasional business-related meals or promotional items of nominal or minor value.

It is the employee's responsibility to report any actual or potential conflict that may exist between the employee (and the employee's immediate family) and the Company.

5-11. NEPOTISM, EMPLOYMENT OF RELATIVES AND PERSONAL RELATIONSHIPS

Proficient Auto Transport wants to ensure that practices that involve employee hiring, promotion and transfer do not create a situation of a conflict of interest. Close relatives as defined by the Company, partners and those in a dating relationship or members of the same household are not permitted to be in positions that have a reporting responsibility to each other. If two employees are engaged in a relationship or become relatives, partners or members of the same household, those employees are required to inform management and Human Resources of the relationship. At that time Human Resources will assess the degree to which the employee's positions require interaction that could potentially result in a conflict of interest and will present a recommendation to management. Solutions could include, but are not limited to, the re-assignment of one or both of the employees to other positions or responsibilities. Although the Company would make its best effort to offer a workable solution for all parties, termination of one or both parties may be a consideration if re-assignment of position(s) and/or responsibilities is not an option. Proficient Auto Transport reserves the right to apply this policy to situations where we believe there is or could be a conflict of interest due to the relationship between the two employees, even if there is no direct reporting relationship or authority involved.

5-12. USE OF FACILITIES, EQUIPMENT AND PROPERTY, INCLUDING INTELLECTUAL PROPERTY

Equipment essential in accomplishing job duties is often expensive and may be difficult to replace. When using property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards and guidelines.

Employees should notify their supervisor if any equipment, machines, or tools appear to be damaged, defective or in need of repair. Prompt reporting of loss, damages, defects and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. Supervisors can answer any questions about the employees' responsibility for maintenance and care of equipment used on the job.

Employees also are prohibited from any unauthorized use of the Company's intellectual property, such as audio and video tapes, print materials and software.

Improper, careless, negligent, destructive, or unsafe use or operation of equipment can result in discipline, up to and including discharge.

Further, the Company is not responsible for any damage to employees' personal belongings unless the employee's supervisor provided advance approval for the employee to bring the personal property to work.

5-13. HEALTH AND SAFETY

The health and safety of employees and others on Company property are of critical concern to Proficient Auto Transport, Inc. The Company intends to comply with all health and safety laws applicable to our business. To this end, the Company must rely upon employees to ensure that work areas are kept safe and free of hazardous conditions. Employees are required to be conscientious about workplace safety, including proper operating methods, and recognize dangerous conditions or hazards. Any unsafe conditions or potential hazards should be reported to management immediately, even if the problem appears to be corrected.

Periodically, the Company may issue rules and guidelines governing workplace safety and health. The Company may also issue rules and guidelines regarding the handling and disposal of hazardous substances and waste. All employees should familiarize themselves with these rules and guidelines as strict compliance will be expected.

Any workplace injury, accident, or illness must be reported to the employee's supervisor as soon as possible, regardless of the severity of the injury or accident.

5-14. INSPECTIONS

To the maximum extent permitted by applicable law, Proficient Auto Transport, Inc. reserves the right to require employees while on Company property, or on client property, to agree to the inspection of their persons, personal possessions and property, personal vehicles parked on Company or client property, and work areas. This includes lockers, vehicles, desks, cabinets, work stations, packages, handbags, briefcases and other personal possessions or places of concealment, as well as personal mail sent to the Company or to its clients. Employees are expected to cooperate in the conduct of any search or inspection.

5-15. PERSONAL VISITS AND TELEPHONE CALLS

Disruptions during work time can lead to errors and delays. Therefore, personal telephone calls must be kept to a minimum, and only be made or received after working time, or during lunch or break time.

For safety and security reasons, employees are prohibited from having personal guests visit or accompanying them anywhere in Proficient Auto Transport, Inc. facilities other than the reception areas.

5-16. SOLICITATION AND DISTRIBUTION

To avoid distractions, solicitation by the employee of another employee is prohibited while either employee is on work time. "Work time" is defined as the time the employee is engaged, or should be engaged, in performing their work tasks for Proficient Auto Transport, Inc. Solicitation of any kind by non-employees on Company premises is prohibited at all times.

Distribution of advertising material, handbills, printed or written literature of any kind in working areas of the Company is prohibited at all times. Distribution of literature by non-employees on Company premises is prohibited at all times.

5-17. BULLETIN BOARDS

Important notices and items of general interest are continually posted on Proficient Auto Transport, Inc. bulletin boards. Employees should make it a practice to review bulletin boards frequently. This will assist employees in keeping up with what is current at Proficient Auto Transport, Inc. To avoid confusion, employees should not post or remove any material from the bulletin board.

Proficient Auto Transport uses an online bulletin, the Employee Hub, located at https://proficientautotransport.com/dashboard/ to post handbook, required notices, policy and more. Employees are expected to visit the Employee Hub for the most up-to-date versions of company news and documents.

5-18. OPERATION OF VEHICLES

All employees authorized to drive Company-owned or leased vehicles or personal vehicles in conducting Company business must possess a current, valid driver's license and an acceptable driving record. Any change in license status or driving record must be reported to management immediately.

Employees must have a valid driver's license in their possession while operating a vehicle off or on Company property. It is the responsibility of every employee to drive safely and obey all traffic, vehicle safety, and parking laws or regulations. Drivers must demonstrate safe driving habits at all times.

Company-owned or leased vehicles may be used only as authorized by management.

Portable Communication Device Use While Driving

Employees who drive on Company business must abide by all state or local laws prohibiting or limiting portable communication device (PCD) use, including cell phones or personal digital assistants, while driving. Further, even if use is permitted, employees may choose to refrain from using any PCD while driving. "Use" includes, but is not limited to, talking or listening to another person or sending an electronic or text message via the PCD.

Regardless of the circumstances, including slow or stopped traffic, if any use is permitted while driving, employees should proceed to a safe location off the road and safely stop the vehicle before placing or accepting a call. If acceptance of a call is absolutely necessary while the employees are driving, and permitted by law, they must use a hands-free option and advise the caller that they are unable to speak at that time and will return the call shortly.

Under no circumstances should employees feel that they need to place themselves at risk to fulfill business needs.

Since this policy does not require any employee to use a PCD while driving, employees who are charged with traffic violations resulting from the use of their PCDs while driving will be solely responsible for all liabilities that result from such actions.

Texting and e-mailing while driving is prohibited in all circumstances.

5-19. REFERENCES

Proficient Auto Transport, Inc. will respond to reference requests through the Human Resources Department. The Company will provide general information concerning the employee such as date of hire, date of discharge, and positions held. Requests for reference information must be in writing, and responses will be in writing. Please refer all requests for references to the Human Resources Department.

Only the Human Resources Department may provide references.

5-20. A FEW CLOSING WORDS

This handbook is intended to give employees a broad summary of things they should know about Proficient Auto Transport, Inc. The information in this handbook is general in nature and, should questions arise, any member of management should be consulted for complete details. While we intend to continue the policies, rules and benefits described in this handbook, Proficient Auto Transport, Inc., in its sole discretion, may always amend, add to, delete from or modify the provisions of this handbook and/or change its interpretation

of any provision set forth in this handbook. Employees should not hesitate to speak to management if they have any questions about the Company or its personnel policies and practices.

Proficient Auto Transport, Inc.

Section 6 - ARIZONA ADDENDUM

6-1. NOTIFICATION OF CONSTRUCTIVE DISCHARGE

Any employee is encouraged to communicate to the Company by contacting the employee's Manager whenever the employee believes working conditions may become intolerable to the employee and may cause the employee to resign. Under Ariz. Rev. Stat. § 23-1502, the employee may be required to notify the Company in writing that a working condition exists that the employee believes is intolerable, that will compel the employee to resign, or that constitutes a constructive discharge, if the employee wants to preserve the right to bring a claim against the Company alleging that the working condition forced the employee to resign.

Under the law, the employee may be required to wait 15 calendar days after providing written notice before the employee may resign if the employee desires to preserve the right to bring a constructive discharge claim against the Company. The employee may be entitled to a paid or unpaid leave of absence of up to 15 calendar days while waiting for the Company to respond to the employee's written communication about the employee's working condition.

If employees have any questions regarding this policy, they should contact Human Resources Manager.

6-2. EARNED PAID SICK TIME

Eligibility

The Company complies with Arizona earned paid sick time laws for employees who work in Arizona. These hours are issued to employees as standard PTO, and can be used for Arizona paid sick time, or any other purpose the employee desires.

Section 7 - FLORIDA ADDENDUM

7-1. DOMESTIC VIOLENCE LEAVE

Employees who have worked for the Company for at least three (3) months may be granted up to three (3) days of unpaid leave in any 12-month period if the employee or a family or household member of the employee is the victim of domestic violence.

Leave may be used to:

- seek an injunction for protection against domestic violence or an injunction for protection in cases of repeat violence, dating violence or sexual violence;
- obtain medical care or mental health counseling, or both, for the employee or a family or household member to address physical or psychological injuries resulting from the act of domestic violence;
- obtain services from a victim-services organization, including, but not limited to, a domestic violence shelter or program or a rape crisis center as a result of the act of domestic violence;
- make their home secure from the perpetrator of the domestic violence or to seek new housing to escape the perpetrator; or
- seek legal assistance in addressing issues arising from the act of domestic violence.

"Family or household member" means spouses, former spouses, persons related by blood or marriage, persons who are presently residing together as if a family or who have resided together in the past as if a family, and persons who are parents of a child in common regardless of whether they have been married. With the exception of persons who have a child in common, the family or household members must be currently residing or have in the past resided together in the same single dwelling unit.

Except in cases of imminent danger to the health or safety of the employees or their family or household member, three (3) days advance notice of the need for leave is required. Sufficient documentation of the act of domestic violence, such as a restraining order, police report or order to appear in court, is also required. Requests for leave and documents in connection with this leave will be kept confidential to the extent permitted by law.

All paid time off available must be exhausted before receiving this leave.

Section 8 - GEORGIA ADDENDUM

8-1. LACTATION ACCOMMODATIONS

Proficient Auto Transport, Inc. supports the legal right and necessity of employees who choose to express milk in the workplace. The Company promotes a breastfeeding-friendly work environment and supports lactating employees.

The Company will provide break time of reasonable duration to employees who wish to express breast milk at the worksite during working hours. Any break time provided under the law will be paid at the employee's regular rate of compensation.

The Company will provide the use of a private location, other than a restroom, for the employee to express milk in private at the worksite.

Employees can contact Human Resources Manager with questions regarding this policy.

Section 9 - ILLINOIS ADDENDUM

9-1. DISCRIMINATION AND NON-HARASSMENT (INCLUDING SEXUAL HARASSMENT)

In compliance with the Illinois Human Rights Act (Act) and any other related federal or local law/ordinance, all employees have the right to be free from unlawful discrimination or harassment (including sexual harassment). This means that employers may not treat people differently based on race, age, gender, pregnancy, disability, sexual orientation or any other protected class named in the Act or any other related federal or local law/ordinance. This applies to all employer actions, including hiring, promotion, discipline and discharge.

It is Proficient Auto Transport, Inc.'s policy to prohibit intentional and unintentional discrimination or harassment (including sexual harassment) of or against job applicants, contractors, interns, volunteers or employees by another employee, supervisor, vendor, customer or any third party on the basis of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, genetic information or any other characteristic protected by applicable federal, state or local laws (referred to as "protected characteristics"). The Company also prohibits retaliation. All such conduct will not be tolerated by Proficient Auto Transport, Inc.

The purpose of this policy is not to regulate our employees' personal morality, but to ensure that no one engages in discrimination or harassment (including sexual harassment) of another individual in the workplace, including while on Company premises, while on Company business (whether or not on Company premises) or while representing the Company. In addition to being a violation of this policy, discrimination, harassment or retaliation based on any protected characteristic as defined by applicable federal, state or local laws also is unlawful. For example, sexual harassment and retaliation against an individual because the individual reported or filed a complaint of discrimination or harassment (including sexual harassment) or because an individual aided, assisted or testified in an investigation or proceeding involving a complaint of discrimination or harassment (including sexual harassment) as defined by applicable federal, state or local laws or helped others exercise their right to complain about discrimination or harassment (including sexual harassment) as defined by applicable federal, state or local laws are unlawful.

Reasonable Accommodation

Employees also have the right to reasonable workplace accommodations based on pregnancy, disability, religious beliefs or any other reason required by applicable federal, state or local laws. This means employees can ask for reasonable changes to their job if needed because they are pregnant or disabled or because of their religious beliefs or any other reason required by applicable federal, state or local laws.

Discrimination Defined

Discrimination under this policy generally means treating an individual differently or denying or granting a benefit to an individual because of any actual or perceived protected characteristic as defined under federal, state or local law/ordinance.

Harassment Defined

Harassment generally is defined in this policy as unwelcome verbal, visual or physical conduct that denigrates or shows hostility or aversion towards an individual because of any actual or perceived protected characteristic or has the purpose or effect of unreasonably interfering with an individual's work performance

or creating an intimidating, hostile or offensive working environment.

Harassment can be verbal (including slurs, jokes, insults, epithets, gestures or teasing), visual (including offensive posters, symbols, cartoons, drawings, computer displays, text messages, social media posts or e-mails) or physical conduct (including physically threatening another, blocking someone's way, etc.). Such conduct violates this policy, even if it does not rise to the level of a violation of applicable federal, state or local laws. Because it is difficult to define unlawful harassment, employees are expected to behave at all times in a manner consistent with the intended purpose of this policy.

Sexual Harassment Defined

Sexual harassment can include all of the above actions, as well as other unwelcome conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities and other verbal, visual or physical conduct of a sexual nature when:

- submission to that conduct or those advances or requests is made either explicitly or implicitly a term or condition of an individual's employment; or
- submission to or rejection of the conduct or advances or requests by an individual is used as the basis for employment decisions affecting the individual; or
- the conduct or advances or requests have the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Examples of conduct that violate this policy include:

1. unwelcome flirtations, leering, whistling, touching, pinching, assault or blocking normal movement;
2. requests for sexual favors or demands for sexual favors in exchange for favorable treatment;
3. obscene or vulgar gestures, posters or comments;
4. sexual jokes or comments about a person's body, sexual prowess or sexual deficiencies;
5. propositions or suggestive or insulting comments of a sexual nature;
6. derogatory cartoons, posters and drawings;
7. sexually-explicit e-mails, text messages or voicemails;
8. uninvited touching of a sexual nature;
9. unwelcome sexually-related comments;
10. conversation about one's own or someone else's sex life;
11. conduct or comments consistently targeted at only one gender, even if the content is not sexual; and
12. teasing or other conduct directed toward a person because of the person's gender.

Company Reporting Procedures

If the employee has been subjected to or witnessed conduct which violates this policy, the employee should immediately report the matter to the Manager. If the employee is unable for any reason to contact this person, or if the employee has not received an initial response within five (5) business days after reporting any incident of what the employee perceives to be harassment, the employee should contact Human Resources Manager. If the person toward whom the complaint is directed is one of the individuals indicated above, the employee should contact any higher-level manager in the reporting hierarchy.

Investigation Procedures

Every report of perceived harassment will be fully investigated, and corrective action will be taken where appropriate. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. Employees must cooperate with all investigations conducted pursuant to this policy.

Retaliation Prohibited

In addition, the Company will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. If the employee has been subjected to any such retaliation, the employee should report it in the same manner in which the employee would report a claim of perceived harassment under this policy.

Violation of this policy including any improper retaliatory conduct will result in disciplinary action, up to and including termination.

Additional Reporting Procedures

Aside from the internal complaint process at the Company described above, employees may choose to file a charge/complaint of discrimination or harassment (including sexual harassment) with the Illinois Department of Human Rights (IDHR).

The charge process for violations of the law can be initiated by completing the form at www.illinois.gov/dhr or by contacting the IDHR at IDHR.Intake@illinois.gov, or either of these offices:

Chicago Office
555 West Monroe Street, Suite 700
Chicago, IL 60661
Tel: (312) 814-6200
TTY: (866) 740-3953
(312) 814-6251
(FAX - Charge Processing)

Springfield Office
524 S. 2nd Street, Suite 300
Springfield, IL 62701
Tel: (217) 785-5100
TTY: (866) 740-3953
Fax: (217) 785-5106

Employees also can contact the Illinois Sexual Harassment and Discrimination Helpline at 1-877-236-7703.

9-2. LACTATION ACCOMMODATIONS

Proficient Auto Transport, Inc. provides employees who are nursing with reasonable break time to express breast milk after the birth of a child.

The break time provided must run concurrently with any other break time provided to employees, but to the extent the lactation break does not occur during an otherwise unpaid break, such time is paid.

The Company will make reasonable efforts to provide a private location in close proximity to the employee's work area. The Company will not retaliate against employees for exercising their rights under this policy.

The Company may not be able to provide additional break time if doing so would seriously disrupt the Company's operations, subject to applicable law.

Employees should advise management if they need break time and an area for this purpose. Employees can consult Human Resources Manager with questions regarding this policy.

9-3. JURY DUTY LEAVE

Proficient Auto Transport, Inc. realizes that it is the obligation of all U.S. citizens to serve on a jury when summoned to do so. All employees will be allowed time off to perform such civic service as required by law. Employees are expected, however, to provide proper notice of any request to perform jury duty as noted below and provide verification of their service, including fees received for jury duty service.

Employees also are expected to keep management informed of the expected length of jury duty service and to report to work for the major portion of the day if excused by the court. If the required absence presents a serious conflict for management, employees may be asked to try to postpone jury duty.

The Company is not obligated to compensate employees for time taken off for jury duty. However, exempt employees will be paid their full salary less jury duty fees for any week in which they performed work for the Company and missed work due to jury service.

Employees summoned for jury duty must deliver a copy of the summons to the Company within 10 days of the date of issuance of the summons to the employee.

9-4. WITNESS LEAVE

Employees called to serve as a witness in a judicial proceeding must notify their supervisor as soon as possible.

Employees will not be compensated for time away from work to participate in a court case, but may use available vacation and personal time to cover the period of absence.

Employees attending judicial proceedings in response to a subpoena will not be disciplined for their absence.

9-5. FAMILY BEREAVEMENT LEAVE

An employee who is eligible for leave under the federal Family and Medical Leave Act (FMLA) may take up to two (2) weeks (10 workdays) of unpaid bereavement leave for any or all of the following purposes:

1. To attend the funeral or alternative to a funeral of the employee's family member;
2. To make arrangements necessitated by the death of the employee's family member;
3. To grieve the death of the employee's family member; or
4. To be absent from work due to:

    1. A miscarriage,
    2. An unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure,
    3. A failed adoption match or an adoption that is not finalized because it is contested by another party,
    4. A failed surrogacy agreement,
    5. A diagnosis that negatively impacts pregnancy or fertility, or
    6. A stillbirth.

For purposes of this policy, "family member" means an employee's child, stepchild, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent. "Child" includes an employee's biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing *in loco parentis.*

Leave under this policy is available only to employees who have not exhausted their FMLA leave entitlement at the time bereavement leave is requested. In the event of the death of more than one (1) covered family member in a 12-month period, an employee may take up to a total of six (6) weeks of bereavement leave during the 12-month period.

Bereavement leave must be completed within 60 days of the date on which the employee received notice of the death of the employee's family member or the occurrence of an event listed in reason number four (4) above.

An employee requesting leave under this policy generally must provide the Company with at least 48 hours' advance notice of the intention to take bereavement leave, unless providing such notice is not reasonable and practicable under the circumstances.

Employees may substitute available paid time off while taking unpaid leave under this policy, but this substitution does not extend the length of the leave.

The Company may require reasonable documentation in connection with leave taken under this policy. Documentation may include a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or government agency. For leave resulting from an event listed under reason four (4) above, reasonable documentation shall include a form, to be provided by the Illinois Department of Labor, to be filled out by a health care practitioner who has treated the employee or the employee's spouse or domestic partner, or surrogate, for an event listed under reason four (4), or documentation from the adoption or surrogacy organization that the employee worked with related to an event listed under reason four (4), certifying that the employee or employee's spouse or domestic partner has experienced an event listed under reason four (4). The Company will not require that the employee identify which category of event the leave pertains to as a condition of exercising rights under this policy.

Employees will not be subject to adverse action for exercising rights or attempting to exercise rights under this policy, opposing practices that they believe to be in violation of this policy, or supporting the exercise of rights of another under this policy.

9-6. VOTING LEAVE

Employees who are eligible to vote in an election may request up to two (2) hours with pay to vote while polls are open.

Employees must notify Proficient Auto Transport, Inc. of their intention to vote at least one (1) week prior to Election Day.

9-7. VOLUNTARY EMERGENCY WORKERS LEAVE

Proficient Auto Transport, Inc. will not discharge employees who serve as volunteer emergency workers and are absent from or late to work due to their participation in an emergency situation. Employees will be permitted unpaid time off from work to perform emergency duty as a volunteer emergency work. Volunteer emergency workers include volunteer firefighters, emergency medical technicians, ambulance drivers or attendants, first responders, members of county municipal emergency services and disaster agencies, and auxiliary policemen or deputies. Employees must make a reasonable effort to notify the Company that they may be absent from or late to work.

9-8. PREGNANCY ACCOMMODATIONS

In compliance with Illinois law, Proficient Auto Transport, Inc. will not discriminate against employees because of pregnancy; will engage in a timely, good faith, and meaningful exchange with employees affected by pregnancy, childbirth, or related conditions; and will endeavor to provide a reasonable accommodation unless doing so will impose an undue hardship on the ordinary operation of the Company business.

Such accommodations include modifications or adjustments to the work environment or circumstances

under which the employee's position is customarily performed, including but not limited to more frequent or longer bathroom, water intake, or rest breaks; private non-bathroom space for expressing breast milk and breastfeeding; seating accommodations or acquisition or modification of equipment; assistance with manual labor, light duty, or a temporary transfer to a less strenuous or non-hazardous position; job restructuring or a part-time or modified work schedule; appropriate adjustment or modifications of examinations or training materials; assignment to a vacant position; or providing leave to recover from childbirth, or pregnancy.

Employees will not be required to accept an accommodation that they did not request or to which they did not agree, nor will they be forced to take leave if another reasonable accommodation is available.

The employee may be required to provide certification from a health care provider concerning the need for a reasonable accommodation to the same extent such a certification is required for other conditions related to a disability. A certification should include:

- Medical justification for the requested accommodation(s);
- A description of the reasonable accommodation(s) medically advisable;
- The date the accommodation(s) became advisable; and
- The probable duration of the reasonable accommodation(s).

The Company will not deny employment opportunities or take adverse employment action against employees if such decision is based on the Company's need to make a reasonable accommodation, and the Company will not retaliate against employees who request an accommodation or otherwise exercise their rights under the Illinois Human Rights Act.

The Illinois Human Rights Act is enforced by the Illinois Department of Human Rights ("IDHR"). The charge process for violations of the law can be initiated by contacting the IDHR at any of the offices shown below or by completing the form at https://www2.illinois.gov/DHR/Pages/default.aspx.

Chicago Office

555 West Monroe Street, Suite 700

Chicago, IL 60661

Tel: (312) 814-6200

TTY: (866) 740-3953

(312) 814-6251
(FAX - Charge Processing)

Springfield Office

524 S. 2nd Street, Suite 300

Springfield, IL 62701

Tel: (217) 785-5100

TTY: (866) 740-3953

Fax: (217) 785-5106

Employees with questions or concerns regarding this policy or who would like to request an accommodation should contact Human Resources Manager.

9-9. LEAVE FOR DOMESTIC, SEXUAL AND GENDER VIOLENCE OR OTHER CRIMES OF VIOLENCE

In accordance with the Illinois Victims' Economic Security and Safety Act (VESSA), employees who are the victims of domestic violence, sexual violence, gender violence, or any other crime of violence or who have family or household members who are the victims of domestic violence, sexual violence, gender violence, or any other crime of violence whose interests are not adverse to the employee as it relates to the domestic violence, sexual violence, gender violence, or any other crime of violence, may be eligible for up to 12 weeks of unpaid leave within any 12-month period, except a employee may be eligible for up to a cumulative total of not more than two (2) weeks (10 work days) of unpaid leave for the purposes described in reasons F, G,

or H below which must be completed within 60 days after the date on which the employee receives notice of the death of the victim.

If the employee is also entitled to take unpaid bereavement leave under the Family Bereavement Leave Act (FBLA) as a result of the death of the victim, VESSA does not create a right for the employee to take unpaid bereavement leave that exceeds, or is in addition to, the unpaid bereavement leave the employee is entitled to take under the FBLA. If the employee is also entitled to take unpaid bereavement leave under the FBLA as a result of the death of the victim, leave taken under VESSA for the purposes described in reasons F, G, or H in the list below or leave taken under the FBLA will be in addition to, and will not diminish, the total amount of leave time of up to 12 weeks of unpaid leave within any 12-month period.

If the employee is not entitled to unpaid bereavement leave under the FBLA as a result of the death of the victim, leave taken for the purposes described in reasons F, G, or H in the list below will be deducted from, and is not in addition to, the total amount of leave time of up to 12 weeks of unpaid leave within any 12-month period.

Leave under this policy also runs concurrently with Family and Medical Leave when the reason for the leave qualifies for Family and Medical Leave, such as for a serious health condition. In these situations, the leave does not extend any unpaid time available to the employee under Family and Medical Leave.

Employees may elect to substitute any or all annual or vacation leave, personal leave and sick leave during the otherwise unpaid leave. This substitution of paid leave does not extend the total allowed leave period but runs concurrently with it.

Reasons for Leave

Eligible employees may take leave under this policy so that they or a member of their family or household may take part in one or more of the following actions:

A. Seek **medical attention** for or recover from physical or psychological injuries caused by domestic violence, sexual violence, gender violence, or any other crime of violence;
B. Obtain services from a **victim's services** organization;
C. Obtain **psychological or other counseling**;
D. Participate in **safety planning**, including temporary or permanent relocation, or other actions to increase their physical safety or economic security;
E. Seek **legal assistance** or remedies to ensure their health and safety, including preparing for or participating in any civil or criminal legal proceeding related to or derived from domestic violence, sexual violence, gender violence, or any other crime of violence;
F. Attend the funeral or alternative to a funeral or wake of a family or household member who is killed in a crime of violence;
G. Make arrangements necessitated by the death of a family or household member who is killed in a crime of violence; or
H. Grieve the death of a family or household member who is killed in a crime of violence.

For purposes of this policy, "family or household member" means a spouse or party to a civil union, parent, grandparent, child, grandchild, sibling, or any other person related by blood or by present or prior marriage or civil union, other person who shares a relationship through a child, or any other individual whose close association with the employee is the equivalent of a family relationship as determined by the employee and persons jointly residing in the same household.

Notice of Need for Leave

Eligible employees must provide Human Resources Manager with at least 48 hours advance notice of the need for leave, unless such notice is not practicable.

Certification of the Need for Leave

To request leave, the employee must supply Human Resources Manager with a sworn statement from the employee that the employee or a family or household member is a victim of domestic violence, sexual violence, gender violence, or any other crime of violence and that leave is necessary for one of the reasons described above.

The employee seeking leave also must provide supporting documentation from one of the following sources if the employee has possession of such document:

- An employee, agent, or volunteer of a victim's services organization, an attorney, a member of the clergy, or a medical or other professional from which the employee or family or household member has sought assistance in addressing domestic violence, sexual violence, gender violence, or any other crime of violence and the effects of the violence;
- A police, court, or military record;
- A death certificate, published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or government agency, documenting that a victim was killed in a crime of violence; or
- Other corroborating evidence.

Employee Benefits

During an approved leave, the Company will maintain the employee's health benefits as if the employee continued to be actively employed.

If paid time off is substituted for unpaid leave, the Company will deduct the employee's portion of the any applicable health plan premium as a regular payroll deduction.

If the employee's leave is unpaid, the employee must make arrangements with Human Resources Manager prior to taking leave to pay their portion of any applicable health insurance premiums each month.

If the employee elects not to return to work at the end of the leave period, the employee will be required to reimburse the Company for the cost of the health benefit premiums paid by the Company for maintaining coverage during the unpaid leave period, unless the employee cannot return to work because of continuation, recurrence or onset of domestic violence, sexual violence, or gender violence or other circumstances beyond the employee's control.

Intermittent and Reduced Schedule Leave

Unpaid leave may be taken consecutively, intermittently (in separate blocks of time), or on a reduced leave schedule (reducing the usual number of hours the employee works per work week or work day).

Periodic Reports

During a leave, the employee must provide periodic reports (at least every 30 days) regarding the employee's status and any change in the employee's plans on returning to work.

Returning From Leave

Upon returning from leave, employees will be restored to the same or an equivalent position.

Enforcement and Retaliation

Employees will not be subject to discharge, harassment, or discrimination for exercising rights or attempting to exercise rights under this policy, opposing practices that they believe to be in violation of this policy, or

supporting the exercise of rights of another under this policy.

If employees have any questions regarding this policy, they should contact Human Resources Manager.

9-10. BUSINESS EXPENSE REIMBURSEMENT

This policy establishes the procedures all employees must follow when they are required to incur business-related expenses on behalf of Proficient Auto Transport, Inc.

Employees are expected to use good judgment regarding all expenses incurred while conducting business for Proficient Auto Transport, Inc. Expenses must be reasonable in the circumstances, necessary and incidental to the performance of the business involved and for the primary benefit of Proficient Auto Transport, Inc. rather than the employee.

Expense Reporting

Employees must properly substantiate all business expenses submitted for reimbursement in accordance with this policy.

Employees are responsible for properly substantiating all charges incurred on behalf of the Company. All expense reports should be submitted in a timely manner, no later than 30 calendar days from the date the expense was incurred. Expenses submitted more than 30 calendar days after being incurred may be denied for reimbursement, at the Company's discretion.

Employees are expected to submit original receipts or other supporting documentation for all business expenses incurred on behalf of the Company in accordance with this policy. However, if a receipt or other supporting documentation is missing, lost or nonexistent, employees should contact Amy Rice, President and COO to discuss whether reimbursement may still be available.

Reimbursement

There are limits on the types and amounts of expenses that will be reimbursed, as follows:

1. the Company will not reimburse employees for any of the following types of expenses: unreasonable expenses.
2. the Company will not reimburse employees for any single expense of more than $1000 without prior written authorization from Amy Rice, President and COO. The Company also will not reimburse employees for expenses that attempt to evade this maximum amount, for example, where employees artificially split a single expense into two transactions so that both are under the limit.
3. the Company will not reimburse employees for any expenses that are not required or that primarily benefit employees, rather than the Company. This includes, but is not limited to, expenses employees incur by purchasing smartphones or other electronic devices that the employees own, voice or data plans on such devices, Internet service at employees' residence, other home-office equipment or furniture, and like expenses. Even if items or services such as these are used for business purposes at times, employees are generally not required to purchase them in order to perform their job duties, and they are primarily for the employee's benefit rather than for the Company's. Accordingly, expenses for items or services of this nature will not be reimbursed by the Company.
4. any other expenses that, in the Company's discretion, are unreasonable, extravagant, or not business-related, will not be reimbursed by the Company.

Expenses that violate any of the four guidelines above will not be reimbursed unless the employee received approval from Amy Rice, President and COO, in writing, prior to incurring the expense.

The Company assumes no responsibility to reimburse employees for expenses that are not in compliance with this policy.

9-11. RECEIPT OF NON-HARASSMENT POLICY

In compliance with the Illinois Human Rights Act (Act) and any other related federal or local law/ordinance, all employees have the right to be free from unlawful discrimination or harassment (including sexual harassment). This means that employers may not treat people differently based on race, age, gender, pregnancy, disability, sexual orientation or any other protected class named in the Act or any other related federal or local law/ordinance. This applies to all employer actions, including hiring, promotion, discipline and discharge.

It is Proficient Auto Transport, Inc.'s policy to prohibit intentional and unintentional discrimination or harassment (including sexual harassment) of or against job applicants, contractors, interns, volunteers or employees by another employee, supervisor, vendor, customer or any third party on the basis of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, genetic information or any other characteristic protected by applicable federal, state or local laws (referred to as "protected characteristics"). The Company also prohibits retaliation. All such conduct will not be tolerated by Proficient Auto Transport, Inc.

The purpose of this policy is not to regulate our employees' personal morality, but to ensure that no one engages in discrimination or harassment (including sexual harassment) of another individual in the workplace, including while on Company premises, while on Company business (whether or not on Company premises) or while representing the Company. In addition to being a violation of this policy, discrimination, harassment or retaliation based on any protected characteristic as defined by applicable federal, state or local laws also is unlawful. For example, sexual harassment and retaliation against an individual because the individual reported or filed a complaint of discrimination or harassment (including sexual harassment) or because an individual aided, assisted or testified in an investigation or proceeding involving a complaint of discrimination or harassment (including sexual harassment) as defined by applicable federal, state or local laws or helped others exercise their right to complain about discrimination or harassment (including sexual harassment) as defined by applicable federal, state or local laws are unlawful.

Reasonable Accommodation

Employees also have the right to reasonable workplace accommodations based on pregnancy, disability, religious beliefs or any other reason required by applicable federal, state or local laws. This means employees can ask for reasonable changes to their job if needed because they are pregnant or disabled or because of their religious beliefs or any other reason required by applicable federal, state or local laws.

Discrimination Defined

Discrimination under this policy generally means treating an individual differently or denying or granting a benefit to an individual because of any actual or perceived protected characteristic as defined under federal, state or local law/ordinance.

Harassment Defined

Harassment generally is defined in this policy as unwelcome verbal, visual or physical conduct that denigrates or shows hostility or aversion towards an individual because of any actual or perceived protected characteristic or has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Harassment can be verbal (including slurs, jokes, insults, epithets, gestures or teasing), visual (including offensive posters, symbols, cartoons, drawings, computer displays, text messages, social media posts or e-mails) or physical conduct (including physically threatening another, blocking someone's way, etc.). Such conduct violates this policy, even if it does not rise to the level of a violation of applicable federal, state or local laws. Because it is difficult to define unlawful harassment, employees are expected to behave at all times in a manner consistent with the intended purpose of this policy.

Sexual Harassment Defined

Sexual harassment can include all of the above actions, as well as other unwelcome conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities and other verbal, visual or physical conduct of a sexual nature when:

- submission to that conduct or those advances or requests is made either explicitly or implicitly a term or condition of an individual's employment; or
- submission to or rejection of the conduct or advances or requests by an individual is used as the basis for employment decisions affecting the individual; or
- the conduct or advances or requests have the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Examples of conduct that violate this policy include:

1. unwelcome flirtations, leering, whistling, touching, pinching, assault or blocking normal movement;
2. requests for sexual favors or demands for sexual favors in exchange for favorable treatment;
3. obscene or vulgar gestures, posters or comments;
4. sexual jokes or comments about a person's body, sexual prowess or sexual deficiencies;
5. propositions or suggestive or insulting comments of a sexual nature;
6. derogatory cartoons, posters and drawings;
7. sexually-explicit e-mails, text messages or voicemails;
8. uninvited touching of a sexual nature;
9. unwelcome sexually-related comments;
10. conversation about one's own or someone else's sex life;
11. conduct or comments consistently targeted at only one gender, even if the content is not sexual; and
12. teasing or other conduct directed toward a person because of the person's gender.

Company Reporting Procedures

If the employee has been subjected to or witnessed conduct which violates this policy, the employee should immediately report the matter to the Manager. If the employee is unable for any reason to contact this person, or if the employee has not received an initial response within five (5) business days after reporting any incident of what the employee perceives to be harassment, the employee should contact Human Resources Manager. If the person toward whom the complaint is directed is one of the individuals indicated above, the employee should contact any higher-level manager in the reporting hierarchy.

Investigation Procedures

Every report of perceived harassment will be fully investigated, and corrective action will be taken where appropriate. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. Employees must cooperate with all investigations conducted pursuant to this policy.

Retaliation Prohibited

In addition, the Company will not allow any form of retaliation against individuals who report unwelcome

conduct to management or who cooperate in the investigations of such reports in accordance with this policy. If the employee has been subjected to any such retaliation, the employee should report it in the same manner in which the employee would report a claim of perceived harassment under this policy.

Violation of this policy including any improper retaliatory conduct will result in disciplinary action, up to and including termination.

Additional Reporting Procedures

Aside from the internal complaint process at the Company described above, employees may choose to file a charge/complaint of discrimination or harassment (including sexual harassment) with the Illinois Department of Human Rights (IDHR).

The charge process for violations of the law can be initiated by completing the form at www.illinois.gov/dhr or by contacting the IDHR at IDHR.Intake@illinois.gov, or either of these offices:

Chicago Office
555 West Monroe Street, Suite 700
Chicago, IL 60661
Tel: (312) 814-6200
TTY: (866) 740-3953
(312) 814-6251
(FAX - Charge Processing)

Springfield Office
524 S. 2nd Street, Suite 300
Springfield, IL 62701
Tel: (217) 785-5100
TTY: (866) 740-3953
Fax: (217) 785-5106

Employees also can contact the Illinois Sexual Harassment and Discrimination Helpline at 1-877-236-7703.

I have read and I understand Proficient Auto Transport, Inc.'s Non-Harassment Policy.

Employee's Printed Name: _____

Employee's Signature: _____

Position: _____

Date: _____

The signed original copy of this receipt should be given to management - it will be filed in your personnel file.

Section 10 - INDIANA ADDENDUM

10-1. FAMILY MILITARY LEAVE

Employees who have been employed by Proficient Auto Transport, Inc. for at least 12 months, have worked at least 1,500 hours during the 12-month period immediately preceding the day the leave begins, and are the spouse, parent, grandparent, child or sibling of an individual ordered to active duty, are eligible for an unpaid leave of absence for up to 10 days each calendar year.

Leave may be taken during any of the following periods:

- during the 30 days before active duty orders are in effect;
- during a period in which the military family member ordered to active duty is on leave while active duty orders are in effect;
- during the 30 days after the active duty orders are terminated.

Employees may elect to substitute any accrued paid time off (except for paid medical or sick leave) for leave provided under this policy. If applicable, health care benefits will be continued at the employee's expense during the period of leave.

Employees must provide written notice to the Company at least 30 days in advance; notice must include a copy of the active duty orders (if available) and an indication of the date the leave will begin. If the active duty orders are issued less than 30 days before the date the requested leave is to begin, written notice must be provided as soon as possible under such circumstances. The Company reserves the right to require verification of eligibility for this leave. Failure to provide such verification within a reasonable time after it was requested may result in the absence from employment being considered unexcused.

Upon returning from leave, in most cases the employee will be restored to the position they held before the leave began or to an equivalent position.

Section 11 - KENTUCKY ADDENDUM

11-1. ADOPTION LEAVE

Subject to limited exceptions and consistent with Kentucky law, Employees are entitled to an unpaid leave of absence of up to six (6) weeks for the purposes of adopting a child under the age of ten. Advance written notice is required. The Company may require verification of adoption. Leave runs concurrently with any other leave provided by the Company.

Employees may use accrued time off for this purpose.

Section 12 - MICHIGAN ADDENDUM

12-1. SOCIAL SECURITY NUMBER PRIVACY ACT

It is the policy of Proficient Auto Transport, Inc. to ensure to the extent practicable the confidentiality of employees' Social Security Numbers in accordance with Michigan law.

The Company will not intentionally do any of the following acts which result in a prohibited disclosure of employees' Social Security Numbers. Violation of this policy will result in discipline up to and including discharge.

1. Publicly display more than four (4) sequential digits of a Social Security Number
2. Use more than four (4) sequential digits of a Social Security Number as a primary account number or use more than 4 sequential digits of a Social Security Number on any identification badge or card, membership card, permit or license, except where permitted by law.
3. Require employees to use or transmit more than four (4) sequential digits of their Social Security Numbers over the internet or on a computer system or network or to gain access to the internet, computer system or network unless the connection is secure or the transmission is encrypted. Similarly, the Company will not require employees to use or transmit more than four (4) sequential digits of their Social Security Numbers to gain access to the internet or a computer system unless the connection is secure, the transmission is encrypted, or a password or other unique personal identification or authentication device is also required.
4. Include more than four (4) sequential digits of Social Security Numbers on the outside of envelopes or packages or visible internal areas.
5. Include more than four (4) sequential digits of Social Security Numbers in documents or information mailed to individuals, except as permitted by law.

The Company limits access to Social Security Numbers to those employees and outside consultants whose job duties require that they use this information in connection with Company business. The individuals who have access to Social Security Numbers are those who work in the following areas:

Human Resources
Benefits Administration
Computer and Information Technology
Executive Management
Legal Department
Individuals who, though not employed by the Company provide legal, tax, benefits, management or other consulting services for the Company.

The Company will properly dispose of documents containing Social Security Numbers by ensuring that all such materials are shredded or otherwise destroyed prior to discarding such information. Data stored in electronic format will be rendered irretrievable before computers are discarded or destroyed.

12-2. VICTIMS OF CRIME LEAVE

Employees who are a victim or victim's representative, called to serve as a witness in a judicial proceeding, must notify their supervisor as soon as possible.

Employees will not be compensated for time away from work to participate in a court case, but may use available vacation and personal time to cover the period of absence.

Employees testifying as the victim or representative of a victim in a judicial proceeding will not be disciplined for their absence.

12-3. PAID MEDICAL LEAVE

Eligibility

Proficient Auto Transport, Inc. provides Paid Medical Leave (PML) to eligible non-exempt employees who work in Michigan. For employees who work in Michigan who are eligible for sick time under the general Sick Days policy and/or any other applicable sick time/leave law or ordinance, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than the general Sick Days policy and/or any other applicable sick time/leave law or ordinance.

Grant

Employees receive a grant of 40 hours of PML at the start of each benefit year. Employees hired after the start of the benefit year will receive a prorated grant based on day of hire. For purposes of this policy, the benefit year is the consecutive 12-month period beginning January 1 and ending on December 31.

Usage

Employees may begin using accrued PML after the 90th calendar day of employment. PML must be used in one (1) hour increments. Employees may not use more than 40 hours of PML in any benefit year.

Eligible employees may use PML for the following:

1. their mental or physical illness, injury or health condition; medical diagnosis, care or treatment of their mental or physical illness, injury or health condition; or preventative medical care;
2. their family member's mental or physical illness, injury or health condition; medical diagnosis, care or treatment of the family member's mental or physical illness, injury or health condition; or preventative medical care for a family member;
3. if they or their family members are a victim of domestic violence or sexual assault: the medical care or psychological or other counseling for physical or psychological injury or disability; to obtain services from a victim services organization; to relocate due to domestic violence or sexual assault; to obtain legal services; or to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault; or
4. for closure of their primary workplace by order of a public official due to a public health emergency; for their need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency; or if it has been determined by the health authorities having jurisdiction or by a health care provider that employees or their family members' presence in the community would jeopardize the health of others because of exposure to a communicable disease, whether or not eligible employees or their family members have actually contracted the communicable disease.

For purposes of this policy, family member means: biological, adopted or foster child, stepchild or legal ward or a child to whom employees stand in loco parentis; biological parent, foster parent, stepparent or adoptive parent or employees' legal guardian or the legal guardian of the employee's spouse or an individual who stood in loco parentis when the employee was a minor child; individual to whom the employee is legally married under the laws of any state; grandparent; grandchild; or a biological, foster, or adopted sibling.

Unless advised otherwise, Proficient Auto Transport, Inc. will assume, subject to applicable law, that employees want to use available PML for absences for reasons set forth above and they will be paid for such absences to the extent they have PML available.

Notice and Documentation

When requesting to use PML, employees must comply with the usual and customary notice, procedural, and documentation requirements for requesting leave as outlined in the Punctuality and Attendance policy. Where documentation is requested, employees will have at least three (3) days, upon request, to provide documentation. Those who fail to comply with notice and documentation requirements may be subject to discipline, up to and including discharge.

Employees using PML for reason #3 above may be required to provide documentation that the PML has been used for that purpose. The following types of documentation are:

- a police report indicating that employees or their family members were victims of domestic violence or sexual assault;
- a signed statement from a victim and witness advocate affirming that employees or their family members are receiving services from a victim services organization; or
- a court document indicating that employees or their family member are involved in legal action related to domestic violence or sexual assault.

The documentation should not explain the details of the violence or disclose details relating to domestic violence or sexual assault or the details of any medical condition.

Payment

PML will be paid at a pay rate equal to the greater of either normal hourly wage or base wage or the applicable minimum wage. Use of PML is not considered hours worked for purposes of calculating overtime.

Carryover and Payout

Unused PML may not be carried over into the following year.

Unused PML under this policy will not be paid at separation.

Questions

Employees with questions concerning this policy should contact Human Resources Manager.

Section 13 - TENNESSEE ADDENDUM

13-1. PREGNANCY ACCOMMODATIONS

In compliance with Tennessee Pregnant Workers Fairness Act, Proficient Auto Transport, Inc. will make reasonable accommodations for medical needs arising from pregnancy, childbirth or related medical conditions of an applicant for employment or an employee, unless the accommodation would impose an undue hardship on business operations.

The Company will not take adverse action against employees in terms, conditions or privileges of employment for requesting or using a reasonable accommodation to the known limitations for medical needs arising from pregnancy, childbirth or related conditions, including, but not limited to, counting an absence related to pregnancy under the attendance policy. The Company will not require employees to take leave if another reasonable accommodation can be provided to the known limitations for medical needs arising from pregnancy, childbirth or related conditions.

Reasonable accommodations include but are not limited to:

1. making existing facilities used by employees readily accessible and usable;
2. providing more frequent, longer or flexible breaks;
3. modifying food or drink policy;
4. providing modified seating or allowing employees to sit more frequently if the job requires standing;
5. providing assistance with manual labor and limits on lifting;
6. authorizing a temporary transfer to a vacant position;
7. providing job restructuring or light duty, if available;
8. acquiring or modifying equipment, devices or work stations;
9. modifying work schedules;
10. allowing flexible scheduling for prenatal visits; and
11. providing a private place, other than a bathroom stall, for the purpose of expressing milk.

The Company reserves the right, to the maximum extent permitted by applicable law, to request medical certification from a healthcare professional if an individual is requesting a reasonable accommodation related to temporary transfer to a vacant position, job restructuring, light duty or accommodations that require time away from work. The Company will engage in an interactive process with the individual to determine if a reasonable accommodation can be provided, absent undue hardship, while the individual is making a good faith effort to obtain the medical certification. The Company will not take adverse action against employees related to their need for accommodation while they are engaging in good faith efforts to obtain medical certification.

Any questions about or requests for a reasonable accommodation pursuant to this policy, should be directed to Human Resources Manager.

Section 14 - WISCONSIN ADDENDUM

14-1. ORGAN AND BONE MARROW DONOR LEAVE

Employees may take up to six (6) weeks of unpaid leave in a 12-month period for the purpose of serving as bone marrow or organ donors. Leave may only be taken for the period necessary to undergo and recover from the bone marrow or organ donation procedure.

In order to take leave to serve as a bone marrow or organ donor, employees must provide the Company with advance notice of the bone marrow or organ donation in a reasonable and practicable manner. Employees must make a reasonable effort to schedule the bone marrow or organ donation procedure so that it does not unduly disrupt the Company's operations (subject to the approval of the bone marrow or organ recipient's health care provider).

Employees may substitute paid time off while taking otherwise unpaid leave under this policy, and the substitution of paid time does not extend the length of leave under this policy. If applicable, this leave also will run concurrently with FMLA and/or applicable state law.

If applicable, the Company will maintain group health insurance coverage under the conditions that applied immediately before the leave began. In these cases, the Company reserves the right to require the employee to have in escrow with the Company an amount equal to the entire premium or similar expense for eight (8) weeks of the employee's group health insurance coverage (which may be paid in equal installments at regular intervals over at least a 12-month period and which the Company will deposit in an interest-bearing account).

The Company may require certification issued by a health care provider (of either the employee or the bone marrow/organ recipient, as appropriate) which indicates:

- the recipient has a serious health condition that necessitates a bone marrow or organ transplant;
- the employee is eligible and has agreed to serve as a bone marrow or organ donor for the recipient; and
- the amount of time expected to be necessary for the employee to recover from the bone marrow or organ donation procedure.

When employees return from bone marrow and organ donation leave, the Company will return them to the position they held immediately before going on leave or, if that position is not available, to an equivalent position with equivalent compensation, benefits, working shift, hours of employment and other terms and conditions of employment. If the employee wishes to return to work before the end of the leave as scheduled, the Company will return the employee to the same or a similar position (as described above) within a reasonable time (not to exceed the duration of the originally-scheduled leave).

When employees end their employment with the Company, any payments in escrow (as described above) will be returned to them. If employees end their employment during or within 30 days after taking bone marrow and organ donation leave, the Company reserves the right to deduct from the amount returned to the employee any premium or similar expense paid for the employee's group health insurance coverage while the employee was on leave under this policy.

14-2. FAMILY AND MEDICAL LEAVE

Employees may be entitled to a leave of absence under the Family and Medical Leave Act ("FMLA") and/or the Wisconsin Family and Medical Leave Act ("WFMLA"). This policy provides employees information concerning FMLA and/or WFMLA entitlements and obligations employees may have during such leaves. Whenever permitted by law, the Company will run FMLA leave concurrently with WFMLA and any other leave provided under state or local law. If employees have any questions concerning FMLA and/or WFMLA leave, they should contact Human Resources Manager.

I. Eligibility

FMLA leave is available to "FMLA eligible employees." To be an "FMLA eligible employee," the employee must: 1) have been employed by the Company for at least 12 months (which need not be consecutive); 2) have been employed by the Company for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave; and 3) be employed at a worksite where 50 or more employees are located within 75 miles of the worksite.

Special hours of service eligibility requirements apply to airline flight crew employees.

WFMLA leave is available to "WFMLA eligible employees." To be a WFMLA eligible employee, the employee must: 1) have worked for the Company for at least 52 consecutive weeks and have worked at least 1,000 hours in the 52 weeks preceding the commencement of leave; **and** 2) be employed by an employer that has 50 or more employees.

II. Entitlements

As described below, the FMLA and WFMLA provide eligible employees with a right to leave, health insurance benefits and, with some limited exceptions, job restoration.

A. Basic FMLA and WFMLA Leave Entitlement

The FMLA provides eligible employees up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12-month period. The WFMLA provides eligible employees up to six (6) weeks of unpaid leave during a calendar year if the leave is due to childbirth or adoption, an additional two (2) weeks of leave for the employee's serious health condition, and an additional two (2) weeks to care for a parent, spouse, son or daughter with a serious health condition (employees, however, are entitled to no more than a total of eight (8) weeks of family/medical unpaid leave, not to exceed 10 weeks within the 12-month period under the WFMLA - see further information below).

For WFMLA the 12-month period is measured by a calendar year from January 1 to December 31.

Leave may be taken for any one, or for a combination, of the following reasons:

- To care for the employee's child after birth, or placement for adoption (or foster care - FMLA only);
- To care for the employee's spouse (or domestic partner WFMLA only), son, daughter or parent (and under the WFMLA parent-in-law) who has a **serious health condition**;
- For the employee's own **serious health condition** (including any period of incapacity due to pregnancy, prenatal medical care or childbirth) that makes the employee unable to perform one or more of the essential functions of the employee's job); and/or
- Because of any **qualifying exigency** arising out of the fact that the employee's spouse, son, daughter or parent is a military member on covered active duty or called to covered active duty status (or has been notified of an impending call or order to covered active duty) in the Reserve component of the Armed Forces for deployment to a foreign country in support of contingency operation or Regular

Armed Forces for deployment to a foreign country. (FMLA only).

Under the FMLA, a **serious health condition** is an illness, injury, impairment or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Under the WFMLA, a **serious health condition** means a disabling physical or mental illness, injury, impairment or condition involving inpatient care in a hospital, nursing home or hospice, or out-patient care that requires continuing treatment or supervision by a health care provider.

Qualifying exigencies for FMLA leave may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, caring for the parents of the military member on covered active duty and attending post-deployment reintegration briefings.

B. Additional Military Family Leave Entitlement (Injured Servicemember Leave) (FMLA only)

In addition to the basic FMLA leave entitlement discussed above, an eligible employee who is the spouse, son, daughter, parent or next of kin of a **covered servicemember** is entitled to take up to 26 weeks of leave during a single 12-month period to care for the servicemember with a serious injury or illness. FMLA leave to care for a servicemember shall only be available during a single 12-month period and, when combined with other FMLA-qualifying leave, may not exceed 26 weeks during the single 12-month period. The single 12-month period begins on the first day an eligible employee takes leave to care for the injured servicemember.

A **"covered servicemember"** is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status or is on the temporary retired list, for a serious injury or illness. These individuals are referred to in this policy as "current members of the Armed Forces." **Covered servicemembers** also include a veteran who is discharged or released from military service under conditions other than dishonorable at any time during the five year period preceding the date the eligible employee takes FMLA leave to care for the covered veteran, and who is who is undergoing medical treatment, recuperation or therapy for a serious injury or illness. These individuals are referred to in this policy as "covered veterans".

The FMLA definitions of a "serious injury or illness" for current Armed Forces members and covered veterans are distinct from the FMLA definition of "serious health condition" applicable to FMLA leave to care for a covered family member.

C. Intermittent Leave and Reduced Leave Schedules

FMLA and/or WFMLA leave usually will be taken for a period of consecutive days, weeks or months. However, employees also may be entitled to take leave intermittently or on a reduced leave schedule when medically necessary due to a serious health condition of the employee or covered family member (both FMLA and WFMLA) or the serious injury or illness of a covered servicemember (FMLA only) or birth or adoption (WFMLA only).

D. No Work While on Leave

The taking of another job while on FMLA/WFMLA or any other authorized leave of absence is grounds for immediate termination, to the extent permitted by applicable law.

E. Protection of Group Health Insurance Benefits

During FMLA/WFMLA leave, eligible employees are entitled to receive group health plan coverage on the same terms and conditions as if they had continued to work.

F. Restoration of Employment and Benefits

At the end of FMLA leave, subject to some exceptions, including situations where job restoration of "key employees" will cause the Company substantial and grievous economic injury, employees generally have a right to return to the same or equivalent positions with equivalent pay, benefits and other employment terms. The Company will notify employees if they qualify as "key employees," if it intends to deny reinstatement and of their rights in such instances. A "key employee" is defined under the FMLA as the employee among the highest paid 10 percent of all employees who are employed within 75 miles of the worksite. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee's FMLA leave.

As with FMLA leave, at the end of WFMLA leave, subject to some exceptions, employees generally have the right to return to the same or equivalent position with equivalent pay, benefits and other terms. There is no key employee exception under WFMLA.

G. Notice of Eligibility for, and Designation of, FMLA and WFMLA Leave

Employees requesting FMLA leave are entitled to receive written notice from the Company telling them whether they are eligible for FMLA leave and, if not eligible, the reasons why they are not eligible. When eligible for FMLA leave, employees are entitled to receive written notice of: 1) their rights and responsibilities in connection with such leave; 2) the Company's designation of leave as FMLA-qualifying or non-qualifying, and if not FMLA-qualifying, the reasons why; and 3) the amount of leave, if known, that will be counted against the employee's leave entitlement.

The Company may retroactively designate leave as FMLA and/or WFMLA leave with appropriate written notice to employees provided the Company's failure to designate leave as FMLA- or WFMLA-qualifying at an earlier date did not cause harm or injury to the employee. In all cases where leaves qualify for FMLA and/or WFMLA protection, the Company and employee can mutually agree that leave be retroactively designated as FMLA and/or WFMLA leave. **[Note: There is always risk with retroactive designations.]**

III. Employee FMLA and/or WFLA Leave Obligations

A. Provide Notice of the Need for Leave

Employees who wish to take FMLA and/or WFMLA leave must timely notify the Company of their need for FMLA and/or WFMLA leave. The following describes the content and timing of such employee notices

1. Content of Employee Notice

To trigger FMLA and/or WFMLA leave protections, employees must inform their Manager and/or Human Resources Manager of the need for FMLA/WFMLA-qualifying leave and the anticipated timing and duration of the leave, if known. Employees may do this by either requesting FMLA and/or WFMLA leave specifically, or explaining the reasons for leave so as to allow the Company to determine that the leave is FMLA/WFMLA-qualifying. For example, employees might explain that.

- a medical condition renders them unable to perform the functions of their job;
- they are pregnant or have been hospitalized overnight;
- a covered family member (including domestic partner and parent-in-law under WFMLA) are under the continuing care of a health care provider or a condition renders the family member unable to perform daily activities;
- the leave is due to a qualifying exigency cause by a military member being on covered active duty or

called to covered active duty status to a foreign country (FMLA only); or
- a family member is a covered servicemember with a serious injury or illness (FMLA only).

Calling in "sick," without providing the reasons for the needed leave will not be considered sufficient notice for leave under this policy. Employees must respond to the Company's questions to determine if absences are potentially leave-qualifying.

If employees fail to explain the reasons for leave, the leave may be denied. When employees seek leave due to FMLA/WFMLA-qualifying reasons for which the Company has previously provided FMLA/WFMLA-protected leave, employees must specifically reference the qualifying reason for the leave or the need for FMLA and/or WFMLA leave.

2. Timing of Employee Notice

Employees must provide 30 days' advance notice of the need to take FMLA and/or WFMLA leave when the need is foreseeable. When 30 days' notice is not possible, or the approximate timing of the need for leave is not foreseeable, employees must provide the Company notice of the need for leave as soon as practicable under the facts and circumstances of the particular case. Employees who fail to give 30 days' notice for foreseeable leave without a reasonable excuse for the delay, or otherwise fail to satisfy FMLA and/or WFMLA notice obligations, may have leave delayed or denied.

B. Cooperate in the Scheduling of Planned Medical Treatment (Including Accepting Transfers to Alternative Positions) and Intermittent Leave or Reduced Leave Schedules

When planning medical treatment, employees must consult with the Company and make a reasonable effort to schedule treatment so as not to unduly disrupt the Company's operations, subject to the approval of the employee's health care provider. Employees must consult with the Company prior to the scheduling of treatment to work out a treatment schedule that best suits the needs of both the Company and the employees, subject to the approval of the employee's health care provider. If employees providing notice of the need to take leave on an intermittent basis for planned medical treatment neglect to fulfill this obligation, the Company may require employees to attempt to make such arrangements, subject to the approval of the employees' health care provider.

When employees take intermittent or reduced work schedule leave for foreseeable planned medical treatment for the employee or a family member, including during a period of recovery from a serious health condition or to care for a covered servicemember, the Company may temporarily transfer employees, during the period that the intermittent or reduced leave schedules are required, to alternative positions with equivalent pay and benefits for which the employees are qualified and which better accommodate recurring periods of leave, to the extent permitted by law.

When employees seek intermittent leave or a reduced leave schedule for reasons unrelated to the planning of medical treatment, upon request, employees must advise the Company of the reason why such leave is medically necessary. In such instances, the Company and employee shall attempt to work out a leave schedule that meets the employee's needs without unduly disrupting the Company's operations, subject to the approval of the employee's health care provider.

C. Submit Medical Certifications Supporting Need for Leave (Unrelated to Requests for Military Family Leave)

Depending on the nature of leave sought, employees may be required to submit medical certifications supporting their need for FMLA/WFMLA-qualifying leave. As described below, there generally are three types of medical certifications: an **initial certification**, a **recertification** and a **return to work/fitness for duty certification**.

It is the employee's responsibility to provide the Company with timely, complete and sufficient medical certifications. Whenever the Company requests employees to provide medical certifications, employees must provide the requested certifications within 15 calendar days after the Company's request, unless it is not practicable to do so despite the employee's diligent, good faith efforts. The Company will inform employees if submitted medical certifications are incomplete or insufficient and provide employees at least seven (7) calendar days to cure deficiencies. The Company will deny leave to employees who fail to timely cure deficiencies or otherwise fail to timely submit requested medical certifications.

With the employee's permission, the Company (through individuals other than the employee's direct supervisor) may contact the health care provider to authenticate or clarify completed and sufficient medical certifications. If the employee chooses not to provide the Company with authorization allowing it to clarify or authenticate the certification with the health care provider, the Company may deny leave if the medical certification is unclear.

Whenever the Company deems it appropriate to do so, it may waive its right to receive timely, complete and/or sufficient medical certifications.

1. Initial Medical Certifications

Employees requesting leave because of their own, or a family member's serious health condition, or to care for a covered servicemember, must supply medical certification supporting the need for such leave from their health care provider or, if applicable, the health care provider of their covered family or service member. If employees provide at least 30 days' notice of medical leave, they should submit the medical certification before leave begins. A new initial medical certification will be required on an annual basis for serious medical conditions lasting beyond a single leave year.

If the Company has reason to doubt initial medical certifications, it may require employees to obtain a second opinion at the Company's expense. If the opinions of the initial and second health care providers differ, the Company may, at its expense, require employees to obtain a third, final and binding certification from a health care provider designated or approved jointly by the Company and the employee, to the extent permitted by applicable law.

2. Medical Recertifications

Depending on the circumstances and duration of FMLA leave, the Company may require employees to provide recertification of medical conditions giving rise to the need for leave. The Company will notify employees if recertification is required and will give employees at least 15 calendar days to provide medical recertification.

3. Return to Work/Fitness for Duty Medical Certifications

Unless notified that providing such certifications is not necessary, the employee returning to work from leave that was taken because of their own serious health conditions that made the employee unable to perform their job must provide the Company medical certification confirming the employee is able to return to work and the employee's ability to perform the essential functions of the employee's position, with or without reasonable accommodation, to the extent permitted by law. The Company may delay and/or deny job restoration until the employee provides a return to work/fitness for duty certification, subject to applicable law.

D. Submit Certifications Supporting Need for Military Family Leave

Upon request, the first time employees seek leave due to qualifying exigencies arising out of the covered active duty or call to covered active duty status of a military member, the Company may require employees to provide: 1) a copy of the military member's active duty orders or other documentation issued by the military indicating the military member is on covered active duty or call to covered active duty status and the

dates of the military member's covered active duty service; and 2) a certification from the employee setting forth information concerning the nature of the qualifying exigency for which leave is requested. Employees shall provide a copy of new active duty orders or other documentation issued by the military for leaves arising out of qualifying exigencies arising out of a different covered active duty or call to covered active duty status of the same or a different military member.

When leave is taken to care for a covered servicemember with a serious injury or illness, the Company may require employees to obtain certifications completed by an authorized health care provider of the covered servicemember. In addition, and in accordance with the FMLA regulations, the Company may request that the certification submitted by employees set forth additional information provided by the employee and/or the covered servicemember confirming entitlement to such leave.

E. Substitute Paid Leave for Unpaid FMLA and WFMLA Leave

Employees may use any accrued paid time while taking unpaid FMLA leave. Employees may elect to use any accrued paid time while taking unpaid WFMLA leave. The substitution of paid time for unpaid FMLA and/or WFMLA leave time does not extend the length of FMLA and/or WFMLA leaves and the paid time will run concurrently with the employee's FMLA and/or WFMLA entitlement.

During the leave, employees may be eligible for compensation, such as temporary disability benefits, family leave benefits or workers' compensation benefits. Any compensation or leave taken in connection with any other policy/plan shall run concurrently with any FMLA/WFMLA leave entitlement. Upon **[written]** request, the Company will allow employees to use accrued paid time to supplement any paid disability benefits and workers' compensation benefits.

F. Pay Employee's Share of Health Insurance Premiums

During FMLA/WFMLA leave, employees are entitled to continued group health plan coverage under the same conditions as if they had continued to work. Unless the Company notifies employees of other arrangements, whenever employees are receiving pay from the Company during leave, the Company will deduct the employee portion of the group health plan premium from the employee's paycheck in the same manner as if the employee was actively working. If leave is unpaid, employees must pay their portion of the group health premium through a method determined by the Company upon leave.

The Company's obligation to maintain health care coverage ceases if the employee's premium payment is more than 30 days late. If the employee's payment is more than 15 days late, the Company will send a letter notifying the employee that coverage will be dropped on a specified date unless the co-payment is received before that date. If employees do not return to work within 30 calendar days at the end of the leave period (unless employees cannot return to work because of a serious health condition or other circumstances beyond their control), they will be required to reimburse the Company for the cost of the premiums the Company paid for maintaining coverage during their unpaid FMLA leave.

IV. Coordination of FMLA/WFMLA Leave with Other Leave Policies

The FMLA and WFMLA do not affect any federal, state or local law prohibiting discrimination, or supersede any State or local law that provides greater family or medical leave rights. However, whenever permissible by law, the Company will run FMLA leave concurrently with WFMLA and any other leave provided under state or local law. For additional information concerning leave entitlements and obligations that might arise when FMLA/WFMLA leave is either not available or exhausted, please consult the Company's other leave policies in this handbook or contact Human Resources Manager.

V. Questions and/or Complaints about FMLA/WFMLA Leave

If you have questions regarding this FMLA/WFMLA policy, please contact Human Resources Manager. The Company is committed to complying with the FMLA and, whenever necessary, shall interpret and apply this

policy in a manner consistent with the FMLA/WFMLA.

The FMLA makes it unlawful for employers to: 1) interfere with, restrain or deny the exercise of any right provided under FMLA; or 2) discharge or discriminate against any person for opposing any practice made unlawful by FMLA or involvement in any proceeding under or relating to FMLA. If employees believe their rights have been violated, they should contact Human Resources Manager immediately. Company will investigate any complaints and take prompt and appropriate remedial action to address and/or remedy any violation. Employees also may file FMLA complaints with the United States Department of Labor or may bring private lawsuits alleging FMLA violations.

14-3. LEAVE FOR EMERGENCY RESPONDERS

Eligible employees who are volunteer firefighters, emergency medical technicians, first responders or ambulance drivers for a volunteer fire department, a public agency or a nonprofit corporation ("volunteer provider") are eligible for unpaid leave to respond to an emergency prior to the time they are to report to work.

Employees who become a member of a volunteer provider must notify Proficient Auto Transport, Inc. in writing within 30 days that they are a volunteer firefighter, emergency medical technician, first responder or ambulance driver. Additionally, if the employee's status changes, including termination of that status, the employee must notify the Company of the change in status.

Employees who are going to be late or absent from work due to an emergency that involves their service as a volunteer firefighter, emergency medical technician, first responder or ambulance driver, must make every effort to notify the Company that they may be late or absent from work due to the emergency. If prior notification is not possible, the employee must provide a written statement from the chief of the volunteer fire department or person in charge of the ambulance service explaining why prior notification was not possible. Following being late or absent from work due to responding to an emergency, employees must provide a written statement from the chief of the volunteer fire department or person in charge of the ambulance service certifying that they were responding to an emergency and indicating the date and time of the response to the emergency.

GENERAL HANDBOOK ACKNOWLEDGMENT

This Employee Handbook is an important document intended to help employees become acquainted with Proficient Auto Transport, Inc. This document is intended to provide guidelines and general descriptions only; it is not the final word in all cases. Individual circumstances may call for individual attention.

Because the Company's operations may change, the contents of this Handbook may be changed at any time, with or without notice, in an individual case or generally, at the sole discretion of management.

Please read the following statements and sign below to indicate your receipt and acknowledgment of this Handbook.

I have received and read a copy of Proficient Auto Transport, Inc.'s Employees Handbook. I understand that the policies, rules and benefits described in it are subject to change at the sole discretion of the Company at any time.

I further understand that my employment is terminable at will, either by myself or the Company, with or without cause or notice, regardless of the length of my employment or the granting of benefits of any kind.

I understand that no representative of Proficient Auto Transport, Inc. other than President and Chief Operating Officer may alter "at will" status and any such modification must be in a signed writing.

I understand that my signature below indicates that I have read and understand the above statements and that I have received a copy of the Company's Employee Handbook.

Employee's Printed Name: _____

Employee's Signature: _____

Position: _____

Date: _____

The signed original copy of this acknowledgment should be given to management - it will be filed in your personnel file.

RECEIPT OF NON-HARASSMENT POLICY

It is Proficient Auto Transport, Inc.'s policy to prohibit intentional and unintentional harassment of any individual by another person on the basis of any protected classification including, but not limited to, race, color, national origin, disability, religion, marital status, veteran status, sexual orientation or age. The purpose of this policy is not to regulate our employees' personal morality, but to ensure that in the workplace, no one harasses another individual.

If the employee feels that he or she has been subjected to conduct which violates this policy, he or she should immediately report the matter to his or her Manager. If the person toward whom the complaint is directed is one of the individuals indicated above, the employee should contact any Senior level manager in his or her reporting hierarchy. Every report of perceived harassment will be fully investigated and corrective action will be taken where appropriate. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. In addition, the Company will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. Violation of this policy including any improper retaliatory conduct will result in disciplinary action, up to and including discharge. All employees must cooperate with all investigations.

I have read and I understand Proficient Auto Transport, Inc.'s Non-Harassment Policy.

Employee's Printed Name: _____

Employee's Signature: _____

Position: _____

Date: _____

The signed original copy of this receipt should be given to management - it will be filed in your personnel file.