



BTK Rush Inc.

EMPLOYEE HANDBOOK

September 2024

This employee handbook supersedes all previously issued employee handbooks, and all previously issued employee handbooks are hereby revoked.

IMPORTANT NOTICE – DISCLAIMER

WELCOME! AS AN EMPLOYEE OF BTK RUSH INC. (THE “COMPANY”), THIS EMPLOYEE HANDBOOK (“HANDBOOK”) IS YOUR GUIDE TO THE COMPANY’S GENERAL EMPLOYMENT PROCEDURES AND POLICIES OF. THE HANDBOOK IS FOR INFORMATION PURPOSES ONLY, AND IS NOT A CONTRACT OF EMPLOYMENT. ANY COMPANY PROCEDURE OR POLICY, INCLUDING ANY POLICY, PROCEDURE, OR PROVISION IN OR REFERRED TO IN THIS HANDBOOK, MAY BE MODIFIED, AMENDED, OR DELETED BY THE COMPANY AT ANY TIME, WITH OR WITHOUT NOTICE EXCEPT FOR THE AGREEMENT TO ARBITRATE.

THIS HANDBOOK DOES NOT AND IS NOT INTENDED TO ADDRESS EVERY POSSIBLE EMPLOYER/EMPLOYEE SITUATION. THE COMPANY RESERVES THE RIGHT TO TAKE ACTION OR MAKE A DECISION WHICH IS INCONSISTENT WITH THE PROVISIONS OF THIS HANDBOOK TO ADDRESS UNIQUE SITUATIONS, ON A CASE-BY-CASE BASIS, IN THE COMPANY’S SOLE DISCRETION.

THIS HANDBOOK DOES NOT IN ANY WAY ALTER THE EMPLOYMENT STATUS OF EMPLOYEES, WHICH IS “AT-WILL.” THIS MEANS THAT EITHER YOU OR THE COMPANY CAN TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME, FOR ANY OR NO REASON, WITH OR WITHOUT CAUSE, AND WITH OR WITHOUT NOTICE. NO CONTRARY STATEMENT BY ANY COMPANY EMPLOYEE, MANAGER, OR AGENT SHALL HAVE ANY FORCE OR EFFECT, UNLESS IT IS IN WRITING, STATES THAT IT IS A “CONTRACT OF EMPLOYMENT,” AND IS SIGNED BY OWNER OF THE COMPANY.

EMPLOYEES ARE NOT REQUIRED TO SIGN OR OTHERWISE BIND THEMSELVES TO ANY NON-COMPETE OR SIMILAR AGREEMENT THAT RESTRICTS THEIR ABILITY TO SEEK OR ACCEPT EMPLOYMENT FROM ANY OTHER PERSON OR ENTITY.

EMPLOYEE ACKNOWLEDGMENT

BY MY SIGNATURE I ACKNOWLEDGE RECEIPT OF THE HANDBOOK AND ANY STATE LAW NOTICES THAT MAY BE ATTACHED TO AND/OR PROVIDED WITH THIS HANDBOOK. I ALSO UNDERSTAND THE HANDBOOK IS NOT AN EMPLOYMENT CONTRACT, AND I KNOW THAT MY EMPLOYMENT IS “AT WILL” AS DEFINED ABOVE.

Employee Signature

Employee Name (please print)

Date

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EEO AND NON-DISCRIMINATION AND NON-HARASSMENT POLICIES

Equal Employment

The Company bases all employment decisions, including selection of employees and the job advancement of employees, on an individual's qualifications, aptitude, and experience for the position, as well as satisfactory references. The Company does not discriminate with respect to terms and conditions of employment on the basis of a person's race, creed, color, religion, age, migrant status, sex, sexual orientation, gender, gender identity or expression, genetic information, national origin, political opinion, caste, marital or family status, uniform service, veteran status, protected disability, pregnancy, childbirth and related medical conditions, and any other category protected under federal, state, or local law. This policy of equal employment opportunity applies to all policies and procedures relating to recruitment and hiring, compensation, benefits, and all other terms and conditions of employment.

Accommodating Applicants and Employees with Disabilities

The Company complies with the Americans with Disabilities Act (ADA) and applicable state and local laws in ensuring equal opportunity and employment for qualified persons with disabilities. All employment practices, terms, and conditions of employment and privileges of employment are conducted on a non-discriminatory basis. All employment decisions are based on qualifications and merits, not the disability of any individual.

An applicant or employee needing reasonable accommodation should inform Management, Human Resources or the Owner. On receipt of an accommodation request, the Company will engage in an interactive process with the applicant or employee to view possible reasonable accommodation options consistent with the ADA. Reasonable accommodations which do not result in an undue hardship on the operation of the Company will be considered for all applicants and employees with physical or mental disabilities where their disabilities affect their ability to apply for employment or perform the essential functions of their job.

An applicant or employee who has questions regarding this policy or believes that they have been discriminated against based on a disability should notify Management, Human Resources or the Owner. All such inquiries will be treated as confidential.

Reasonable Accommodations for Disabilities Due to Pregnancy, Childbirth and Related Medical Conditions

Eligibility

This policy applies to all applicants or employees of the Company in the State of Illinois, and controls where it may conflict with the Company's other policies.

General Provisions

The Company complies with employment laws, including the Family and Medical Leave Act, the Pregnant Workers Fairness Act (PWFA), Title VII of the Civil Rights Act of 1964, the Pregnancy Discrimination Act, the PUMP for Nursing Mothers Act, the Americans with Disabilities Act and applicable state and local laws, including the Illinois Human Rights Act and the Illinois Nursing Mothers in the Workplace Act. The Company will consider reasonable accommodations for pregnancy, childbirth and medical and common conditions related to pregnancy and childbirth if requested by an applicant or employee and agreed upon by the Company.

Procedure for Requesting Accommodations

If an applicant or employee requests a reasonable accommodation, the Company will make temporary reasonable accommodations to the known limitations of qualified employees related to pregnancy, childbirth, or related medical conditions, unless the accommodation would create undue hardship for the Company. Please note that the Company has no obligation to provide a requested reasonable accommodation if it would impose an undue hardship on the Company. If you request a transfer to a less strenuous or less hazardous position because of your pregnancy, childbirth or related medical condition, we will provide you with a transfer for the duration of your pregnancy, childbirth or related medical condition to the same extent that we provide such transfers to employees with other temporary disabilities. Applicants and employees that require accommodation(s) for pregnancy, childbirth, or medical or common conditions related to pregnancy or childbirth must make the request to an immediate supervisor, management, owner or Human Resources who will work with the applicant or employee to determine any effective reasonable accommodation(s). Reasonable accommodations may include a transfer to a temporary position if available. Leave may also be a part of the reasonable accommodation process if other accommodations cannot be made.

When reasonable under the circumstances, the applicant or employee may be required to provide reasonable documentation from her physician or other healthcare provider to support the need for the reasonable accommodation(s). Reasonable documentation means the minimum information to confirm a physical or mental condition caused or affected by pregnancy, childbirth or related conditions and that a change or adjustment at work is needed for that reason. No specific form is required. Documentation may include the medical justification for the requested accommodation(s), a description of the reasonable accommodation(s) that is/are medically advisable, the date the reasonable accommodation(s) became medically advisable, and the probable duration of the reasonable accommodation(s).

Certain accommodations do may not require supporting documentation, which are:

- Allowing an employee to carry or keep water near and drink, as needed
- Allowing an employee to take additional restroom breaks, as needed
- Allowing an employee whose work requires standing to sit and whose work requires sitting to stand, as needed
- Allowing an employee to take breaks to eat and drink, as needed.

Employees have the right to reject any unsolicited accommodation offered by the Company. Additionally, teammates have the right to continue working during a pregnancy if a reasonable accommodation is available that would allow the teammate to continue to perform her job.

Enforcement

The Company prohibits discrimination, harassment, and retaliation against applicants and employees for requesting and/or using accommodation(s). If an applicant or employee experiences such prohibited conduct, they must file a complaint with the Company as set forth in the Company's policies. Employees also have the right to file a charge with IDHR and/or the EEOC within 300 days of the conduct.

Illinois Department of Human Rights (IDHR)

Chicago: 312-814-6200 or
800-662-3942

U.S. Equal Employment Opportunity Commission (EEOC)

Chicago: 800-669-4000
Chicago TTY: 800-869-8001

Chicago TTY: 866-740-3953

Springfield: 217-785-5100

Springfield TTY: 866-740-3953

The Company prohibits discrimination, harassment, and retaliation against applicants and employees for requesting and/or using accommodation(s). If an applicant or employee experiences such prohibited conduct, they must file a complaint with the Company as set forth in the Company's policies.

The Company will comply with any applicable state or local pregnancy accommodation laws.

If you have any questions regarding this policy, please contact your immediate supervisor, Management, Human Resources or Owner.

Religious Accommodations

The Company complies with Title VII of the Civil Rights Act of 1964 in ensuring equal opportunity in employment regardless of an employee's religious beliefs. If an employee needs a reasonable accommodation due to a work requirement or restriction that interferes with a sincerely held religious belief, the employee should contact his/her supervisor, Management, Owner, or Human Resources. Upon receipt of an accommodation request, the Company will review reasonable accommodation options and will consider accommodations for employees with sincerely held religious beliefs that do not create an undue hardship on the Company. Any employee who has questions regarding this policy should contact his/her supervisor, Management, Owner, or Human Resources.

NON-HARASSMENT POLICY

Pursuant to federal law and applicable state law, it is the policy of the Company that all employees shall have the opportunity to work in an atmosphere and environment free from any form of harassment or retaliation on the basis of any protected category, including, but not necessarily limited to, race, creed, color, religion, age, migrant status, sex, sexual orientation, gender, gender identity or expression, national origin, political opinion, caste, marital or family status, uniform service, veteran status, protected disability, pregnancy, childbirth and related medical conditions, or any other category protected under federal, state, or local law. In keeping with that policy, the Company will not tolerate harassment of any kind by or of any employees or applicants for employment.

"Harassment" is defined as verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his or her race, creed, color, religion, age, migrant status, sex, sexual orientation, gender, gender identity or expression, national origin, political opinion, caste, marital or family status, uniform service, veteran status, protected disability, or pregnancy, childbirth and related medical conditions, or any other category protected under federal, state, or local law, or that of his or her relatives, friends, or employees, and that:

1. Has the purpose or effect of creating an intimidating, hostile, or offensive working environment; or
2. Has the purpose or effect of unreasonably interfering with an individual's work performance; or
3. Otherwise adversely affects an individual's employment opportunities.

Examples of harassing conduct can include, but are not limited to, the following:

1. Use of epithets, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to race, creed, color, religion, age, migrant status, sex, sexual

- orientation, gender, gender identity or expression, national origin, political opinion, caste, marital or family status, uniform service, veteran status, protected disability, or pregnancy, childbirth and related medical conditions, or any other category protected under federal, state, or local law;
2. Written or graphic material that denigrates or shows hostility or aversion toward an individual or group because of race, creed, color, religion, age, migrant status, sex, sexual orientation, gender, gender identity or expression, national origin, political opinion, caste, marital or family status, uniform service, veteran status, protected disability, or pregnancy, childbirth and related medical conditions, or any other category protected under federal, state, or local law and that is placed on walls, bulletin boards, or elsewhere on Company premises, or circulated in the workplace; and
 3. Verbal or nonverbal innuendoes that relate to or reflect negatively upon someone because of their race, creed, color, religion, age, migrant status, sex, sexual orientation, gender, gender identity or expression, national origin, political opinion, caste, marital or family status, uniform service, veteran status, protected disability, or pregnancy, childbirth and related medical conditions, or any other category protected under federal, state, or local law.

Similarly, sexual harassment involves:

1. Making as a condition of employment unwelcome sexual advances, requests for sexual favors, or other offensive verbal or physical conduct directed toward an individual because of his or her sex.
2. Making submission to or rejection of such conduct the basis for employment decisions.
3. Creating an intimidating, offensive, or hostile work environment by such conduct.
4. Sexual misconduct, which means any behavior of a sexual nature which also involves coercion, abuse of authority, or misuse of an individual's employment position.

Conduct which could rise to the level of sexual harassment can include, but is not limited to:

1. Verbal: sexual innuendo, suggestive comments, insults, threats, jokes about gender-specific traits, or sexual propositions.
2. Nonverbal: making suggestive or insulting noises, leering, whistling, or making obscene gestures.
3. Physical: touching, pinching, brushing the body, coercing sexual intercourse, or assault.

Such forms of harassment or retaliation may constitute discrimination under various state and federal laws and will not be tolerated by the Company. Any employee who is found to have engaged in such conduct will receive disciplinary action up to and including termination, depending upon the circumstances.

Any employee who feels that he or she has suffered any form of discrimination, harassment, or retaliation by anyone must immediately report the alleged conduct to his or her supervisor, Management, Owner, or Human Resources so that an investigation of the complaint can be undertaken. The Company will undertake a prompt and thorough investigation. If your complaint concerns your supervisor, you should immediately report any concerns to Management, Owner, or Human Resources. Employees may also report any violation of this policy through the Drive Hotline at 1-877-781-2416. Any employee who observes conduct by another employee that he or she believes to be harassing, retaliatory, or discriminatory must report such conduct as outlined above.

Reports will be treated confidential to the extent possible, without impeding the ability of the Company to conduct a discrete and thorough investigation. A Representative of Management, Human Resources, or Owner will notify the complaining party of the outcome of the investigation. Any person employed by the Company who is found to have violated this policy will be subject to appropriate corrective action, including disciplinary action up to and including termination of employment. Further, any employee who engages in conduct that violates this policy, or whose conduct would violate this policy if allowed to continue, is subject to disciplinary action, up to and including termination of employment. Retaliation or discrimination against an employee for reporting harassment or complaining about harassment is prohibited. Such misconduct will result in disciplinary action up to and including termination of employment. Any employee who knowingly makes a false report of harassment or discrimination will be subject to disciplinary action up to and including termination of employment.

The Company hopes that any incident of sexual harassment can be resolved through the internal Reporting Procedure outlined above. However, in Illinois, employees have the right to file formal charges with the Illinois Department of Human Rights (IDHR) and/or the U.S. Equal Employment Opportunity Commission (EEOC). A charge with IDHR must be filed within 300 days of the incident of sexual harassment. A charge with EEOC must be filed within 300 days of the incident.

The State of Illinois also has created a Sexual Harassment Helpline: 1-877-236-7703 which is administered by IDHR.

In compliance with Chicago law, and as part of the Company's commitment to a safer and more supportive workplace to prevent and reduce sexual harassment, all employees who work in Chicago will participate in sexual harassment prevention training annually.

Administrative Contacts

Chicago Commission on Human Relations

740 N. Sedgwick, 4th Floor
Chicago, IL 60654
312-744-4111
cchr@cityofchicago.org

Illinois Department of Human Rights (IDHR)

Chicago: 312-814-6200 or 800-662-3942
Chicago TTY: 866-740-3953
Springfield: 217-785-5100
Springfield TTY: 866-740-3953

Illinois Human Rights Commission (IHRC)

Chicago: 312-814-6269
Chicago TTY: 312-814-4760
Springfield: 217-785-4350

Springfield TTY: 217-557-1500

U.S. Equal Employment Opportunity Commission (EEOC)

Chicago: 800-669-4000

Chicago TTY: 312-869-8001

OPEN DOOR POLICY

The Company is committed to maintaining a good working relationship with its employees. However, in any work environment there will be occasions when problems and complaints arise. It is important that these problems and complaints be discussed so that a resolution can be reached. Most problems can be solved; but if they are not freely discussed, they can become more serious. Therefore, it is the responsibility of everyone to help maintain a good working atmosphere.

We have adopted the following procedure for handling suggestions, problems, and complaints:

1. Any employee who has a suggestion, problem, or complaint should discuss the matter with their supervisor.
2. If the suggestion, problem, or complaint is not satisfactorily resolved by the immediate supervisor, or the problem or concern involves the employee's supervisor, the employee may discuss it with a member of Management, Human Resources, or Owner.
3. Employees may also call the Drive Hotline at 1-877-781-2416.

Employees may bring issues to Management, Human Resources, or Owner at any time.

When you use this Open Door Policy, you will receive an answer promptly. While the Company may not be able to provide the solution that you desire, we will listen to your concerns and have frank and open communication with you regarding any issue you feel needs to be brought to Management's attention.

Employees are encouraged to use the above procedures.

TIME KEEPING AND PAY POLICY

Overtime

Overtime shall be paid to non-exempt employees at the rate of 1½ times the non-exempt employees' regular rate of pay for all compensable work performed in excess of 40 hours during a workweek, or as otherwise required under applicable state law. Non-exempt employees must have advance authorization from their supervisor before working any overtime, or working outside of scheduled work hours. Employees who work unauthorized overtime will be paid for such time worked; however, working overtime or during unscheduled hours without receiving advance

approval from a supervisor is a violation of Company policy and will result in disciplinary action, up to and including termination of employment.

Certain positions at the Company have been designated as exempt under the Fair Labor Standards Act (FLSA). The Company prohibits deductions from an exempt employees' salary except as allowed by the FLSA. If an employee is aware of improper deductions from their salary, this violation should be reported immediately to their supervisor. All reported or suspected improper deductions from any exempt employees' pay will be promptly and thoroughly investigated. If the Company determines that improper deductions were made from an exempt employee's salary, the Company will promptly reimburse the employee the amounts improperly deducted. The Company also will ensure that improper deductions from pay do not occur in the future.

Recording Time Worked

Non-exempt employees are required to be ready to work and report to their job at the commencement of their scheduled work time and are not authorized to leave their job until their supervisor gives them permission to leave the job or at the end of their scheduled shift.

Under no circumstances should an employee record another employee's time. Such an offense will be grounds for immediate disciplinary action, up to and including termination of employment. Non-exempt employees are required to accurately record all hours worked, including the starting and ending times of all work hours and uninterrupted meal breaks. Non-exempt employees are prohibited from working "off-the-clock." Any non-exempt employee who is asked to work "off-the-clock" by a manager must immediately report the incident to the Owner or Human Resources so that a proper investigation can be conducted.

Non-exempt employees must record all time worked electronically using the Company's time recording system.

Employment Categories and Classifications

These employment categories and classifications are designed to allow employees to understand their employment status and their eligibility for corresponding benefits. All employment remains "at-will," however, and these classifications do not alter that status, guarantee employment for any specified period of time, or guarantee any number of work hours per week. Accordingly, the right to terminate the employment relationship at will, at any time, for any reason, with or without notice, is retained by both the employee and the Company.

Full-time employees are those who are regularly scheduled to work (up to 40 hours per workweek) and who are not temporary employees. Generally, they are eligible for the Company's benefits package, subject to the terms, conditions, and limitations of each benefit program.

Part-time employees are those who are regularly scheduled to work less than 40 hours per workweek and who are not temporary employees. Part-time employees receive all legally mandated benefits such as social security and workers' compensation insurance. Part-time employees may not qualify for all benefits offered by the Company depending on the number of hours worked per week.

Temporary employees are those who are working on a short-term basis to perform a particular project and will remain employed until that project is completed. Temporary employees are ineligible for most of the Company's benefits programs.

Bonuses

Employees may be eligible to receive a bonus at the complete and sole discretion of the Company. Specifically, the Company reserves complete and sole discretion to determine whether any bonuses will be paid, and if so, to set any eligibility criteria, the amount of bonuses (if any), and the timing of bonus payments (if any).

Absenteeism, Tardiness, and Early Departures

See SUPPLEMENTAL ATTENDANCE POLICY for full attendance guidelines.

Reliable attendance is an essential function of your job. To maintain a safe and productive work environment, the Company expects employees to be reliable and punctual in reporting for scheduled work. Absenteeism, tardiness, and early departures place a burden on other employees and on the Company and its customers. Any two missed scheduled shifts without proper notice to your supervisor will be considered a voluntary resignation of employment. Non-exempt employees will not be paid for any time during which they are late or not performing compensable work.

Poor attendance, excessive tardiness, and excessive early departures are disruptive to productivity and negatively impact customer service. Poor attendance and tardy violations may lead to disciplinary action up to and including termination of employment.

Call-In/Call-Off Procedures

See SUPPLEMENTAL ATTENDANCE POLICY for full attendance guidelines.

Employees are expected to follow the call-off procedures in the Supplemental Attendance Policy when they are unable to make their scheduled shift or have to report to work late. Failure to follow the appropriate call-in/call-off procedures may lead to disciplinary action, up to and including termination of employment. Failure to report to work for any two scheduled shifts without proper notice to a supervisor will be considered job abandonment and the employee will be deemed to have voluntarily resigned employment.

Day of Rest

Employees will be allowed at least 24 consecutive hours of rest in every consecutive 7-day period. This provision does not apply to part-time employees who work less than 20 hours during the consecutive 7-day period.

Meal and Rest Breaks

The Company complies with all applicable state meal and rest break laws.

Non-exempt employees who work a shift of 7.5 hours or longer will receive 2 paid 15-minute rest breaks and an unpaid and uninterrupted meal break of at least 30 minutes. Employees must take their initial meal break no later than 5 hours after the start of the work period, and will receive an additional 20-minute meal break for every additional 4.5 continuous hours worked.

Rest breaks cannot be combined with each other or with the meal break.

However, we understand that not all employees want to take an unpaid meal period, and would rather voluntarily remain on the clock and work through their shift.

As permitted by Illinois state law, you may elect to waive your meal periods by using the Meal Waiver form. This is a personal choice and is voluntary. The Company does not have a preference one way or another. You may revoke this waiver at any time simply by completing and submitting an Illinois Meal Period Waiver Revocation Form. You can obtain a waiver revocation form from your manager. The Meal Waiver will remain in effect even if you periodically take an unpaid meal period.

Rest breaks are paid breaks. The initial meal break is unpaid if the employee performs no compensable work for 30 minutes in duration, and any additional meal period is unpaid if the employee performs no compensable work for 20 minutes in duration. Nonexempt employees provided unpaid meal breaks are required to record the starting and ending time of all meal breaks in the Company's electronic timekeeping system. Nonexempt employees should immediately inform their supervisor, Management, Owner, or Human Resources if their meal break is interrupted.

For employees subject to Federal Motor Carrier Safety Administration (FMCSA) hours of service regulations, drivers must take a 30-minute break when they have driven for a period of 8 cumulative hours without at least a 30-minute interruption. The break may be satisfied by any non-driving period of 30 consecutive minutes (i.e. on-duty not driving, off-duty, sleeper berth, or any combination of these taken consecutively).

For more information regarding meal and rest breaks, please see your supervisor.

UNIFORM POLICY

Drivers are required to wear Company-issued uniforms while working, the components of which will be determined by Management or Owner, and must include non-specialty protective footwear. To be compliant with this policy, non-specialty protective footwear must be closed-toed, closed-heeled, and slip-resistant (any brand). Footwear with ankle support is recommended but not required. If drivers will be (a) delivering packages greater than 50 pounds in weight, or that have one dimension longer than 36 inches, or (b) operating out of a rural/super-rural station, the driver also must wear shoes that have a reinforced toe made of either steel or steel composite. Employees are permitted to take their non-specialty protective footwear offsite and wear the footwear outside of work; however, employees are responsible for maintaining their safety footwear in good condition at all times. If a driver reports to work wearing shoes that do not meet these requirements, they will be found in violation of Amazon's Uniform Policy, and will be subject to discipline, up to and including termination of employment.

Employees are required to be properly dressed and to present themselves in a neat and clean appearance while on duty. Uniforms will be provided by the Company. If the Company issues Amazon-branded uniforms, drivers must wear at least Amazon branded polo shirts and bottoms while working, and an Amazon branded uniform piece must be the outer layer at all times. (e.g. If a jacket is worn, and is the outermost layer, it must be the Amazon branded jacket). Shirts and pants

should fit appropriately. Pants may not fall beyond the heel of the shoe, shorts may not be more than two inches above the knee, and clothing items may not be worn in a revealing way (e.g. exposing bare midriffs). With the exception of non-specialty protective footwear, which drivers may wear offsite and outside of work, uniforms may not be worn outside of work or traveling to and from work. Uniforms may not be altered from their original state. Any personal protective equipment (PPE, e.g. masks and gloves) and/or any non-Amazon branded clothing underneath Amazon-branded uniforms that is work while working must be plain and may not contain any slogan, flags, symbols, advertising patterns or logos that could be visible to customers. If hats are worn, they must be forward facing. Any non-Amazon branded hats are not permitted, except head covers required for religious purposes or to honor cultural traditions are permitted. In the event a uniform needs replacing due to normal wear and tear, the employee must return the current uniform to receive a replacement uniform. Normal wear and tear is expected, but employees should refrain from intentionally damaging Company uniforms.

For the safety of both drivers and customers:

- All uniform personalization must comply with the Company's policy against harassment and discrimination (e.g., no vulgar messaging).
- Tattoos or body markings (e.g. henna or marker) which are potentially offensive (e.g. profanity, nudity, exclusionary language/ideology) must not be visible.
- Company-branded, Amazon-branded and/or network issued/approved pins, buttons, badges and insignia or those that identify support for, or opposition to, a labor organization, or otherwise legally protected, are permitted so long as pins do not interfere with Amazon branding, are visibly clean, securely fastened, and not distracting. Pins must not be larger than an employee's nametag. All uniform personalization must comply with the Company's policy against harassment and discrimination (e.g., no vulgar messaging).

Drivers who terminate employment must return their uniform, and any other Company-issued property, at the time of termination. Uniforms are Company property and the failure to return uniforms at termination will be deemed to constitute theft of Company property for which the driver may be prosecuted.

VIOLENCE IN THE WORKPLACE POLICY

It is Company policy to maintain a work environment that is safe for employees, clients, and the general public, and which provides efficient and stable working conditions. The Company policy hereby prohibits certain types of conduct at the worksite or outside of the workplace directed at other employees, customers, or others. Engaging in prohibited behaviors may result in disciplinary action including immediate termination of employment. The Company has a zero tolerance policy for workplace violence.

Such prohibited behaviors include, but are not limited to:

- Carrying/possessing a weapon or items that can be perceived as weapons on Company property
- Carrying a concealed weapon
- Carrying/possessing explosives and/or explosive devices on Company property
- Threatening and/or attempting to cause, or causing physical harm to employees and others
- Maliciously harassing or threatening telephone calls, e-mails, texts, or notes
- Maliciously harassing surveillance or stalking

- Threatening and/or attempting to cause, or causing physical harm or sabotage to Company or customer property
- Threatening and/or attempting to cause, or causing harm to other employees

When threats and/or attempts to harm another individual or customer or customer's property are discovered, Management will take appropriate disciplinary action, up to and including termination of employment. The Company also will use any legal means available to prevent violence in the workplace. Employees discharged for violation of this policy will not be eligible for rehire.

Employees should bring any threats of violence or any violent activity to the attention of their supervisor, Management, Owner, or Human Resources. The Company will not retaliate against any employee for alerting the Company to the potential for any violence or threatened violence in the workplace.

Employees are not permitted to carry (either openly or in a concealed manner) any firearms while on the Company's premises or property, while in Company vehicles, or while acting as a Company representative at any work-related activities, meetings, or functions. This prohibition against the possession or carrying of firearms applies even if the employee is licensed to carry a handgun under state law. Employees licensed to carry a handgun, or who otherwise lawfully possess a firearm, are permitted to transport and store in a safe and discrete manner a lawfully possessed firearm and/or ammunition in his or her locked, privately-owned vehicle while the vehicle is in the Company parking lot, garage, or other parking area provided by the Company for employees. This policy is intended to comply with all applicable state laws concerning employee rights to possess and carry firearms and shall be interpreted and enforced accordingly.

Under no circumstances may an employee remove a concealed firearm from a personal vehicle on Company property. Employees who are driving a personal vehicle or Company vehicle to deliver Amazon packages are strictly prohibited from having a firearm or any other weapon in the car while delivering packages on behalf of Amazon.

Any employee who carries a firearm onto the Company's premises will be considered to be committing a trespass and the proper authorities may be notified.

Any violation of this policy may lead to discipline up to and including termination of employment.

WORKPLACE SAFETY, SAFE DRIVING, AND ACCIDENT/INCIDENT REPORTING POLICIES

Delivery Station Safety Standards

While on Amazon property, employees must meet the following safety requirements:

- At all times wear a reflective safety vest and display their Amazon issued identification badge;
- Never wear headphones;
- Use proper bending and lifting technique when loading heavy packages; and
- When operating motor vehicles or electric bicycles (if applicable):
 - Have the hazard lights ("flashers") turned on;
 - Do not exceed 5 miles per hour;
 - Honk the horn to alert bystanders when entering or exiting the Amazon facility or while accelerating from a stopped position within the facility;
 - Never leave a vehicle "idling" within the facility;

- Always use a spotter when operating a vehicle in reverse; and
- Always follow locally posted safety instructions.
- When handling packages marked as “Heavy” or “Team Lift”:
 - Always use a dolly to transport/move packages and do not leave packages unattended on a dolly;
 - Always push the dolly; and
 - Ask for assistance in transporting/moving packages that you cannot safely move yourself.

Any employee with questions regarding these safety standards should contact his/her supervisor, Management, or Owner. Any employee who witnesses a safety concern or unsafe working condition in an Amazon facility should immediately notify his/her supervisor, Management, or an onsite Amazon manager.

On-The-Job Injury

Any injury or illness, no matter how minor, suffered in the course of employment, must be reported immediately to your supervisor. You will receive prompt, appropriate treatment for your condition. If the injury or illness qualifies under applicable state workers' compensation law, the Company will pay the medical costs. If time is lost from work, compensation also will be in accordance with applicable state workers' compensation laws. The cost of this benefit is borne entirely by the Company. Failure to adequately report on-the-job injuries may impact an employee's entitlement to benefits under applicable state workers' compensation laws.

On-Road Safety Standards

Employees are required to abide by the following safety and compliance requirements:

- Drivers should comply with all applicable laws pertaining to motor vehicle operation, health, and safety (including with respect to speed, seatbelts, and distracted driving);
- Immediately, and no later than 24 hours after the incident, notify your supervisor or Management (who will notify Amazon) in the event of a significant safety incident or any other sensitive incidents that may impact customer trust of the Company or Amazon, including any incidents involving any fatalities, injuries, damage to vehicles resulting in the need of a tow, assault, robbery, vehicle/package theft, physical or verbal threats, harassment, dog bites, trailing or following, and property damage;
- Under certain circumstances, you may be required by federal regulations to undergo a post-accident drug and alcohol test. The requirements for this post-accident testing are set out in the drug and alcohol testing provisions below. You must make yourself available and cooperate in the administration of such tests; and
- Notify your supervisor or Management (who will notify Amazon's Dangerous Goods Compliance department) promptly (and in any event within 24 hours) after becoming aware of any (a) injury to persons, property damage, environmental damage, fire, breakage, spillage, leakage, or any other accident or incident involving any product defined, designated, or classified as hazardous material, hazardous substance, or dangerous good (including limited and excepted quantities, consumer commodity, ORM-D, lithium batteries, and radioactive and magnetic materials) under any applicable law and transported by Company under the Program Agreement (collectively, “Hazardous Materials”), (b) event or circumstance involving Hazardous Materials that

violates or is reasonably likely to violate any applicable law, rule, or regulation, or (c) investigation of any shipment containing Hazardous Materials by any governmental agency or authority.

Employees are expected to abide by all federal, state, and local driving laws. In the event the accident is subject to DOT/FMCSA regulations, the Company will maintain an accident register for 3 years after the date of each accident. The accident register will contain accidents meeting the definition in 49 CFR Part 390.15. In the event an accident is subject to OSHA regulation, the Company will report the incident to OSHA if it results in the employee's fatality, amputation, loss of an eye, or in-patient hospitalization.

Use of Cell Phones/Other Electronic Devices While Driving

This policy provides standards for safe use of cell phones and other electronic communication devices (mobile phones and other handheld devices) by employees when operating Company vehicles, leased or rented vehicles, or personal vehicles while conducting Company business. Employees must adhere to all federal, state, and local rules and regulations regarding the use of cell phones and other handheld electronic devices when driving on Company time, for Company purposes, and/or within a Company vehicle. Employees must not use cell phones or other handheld electronic devices if such conduct is prohibited by state or local law. Please check with your supervisor, Management, Owner, or Human Resources if you are unsure as to whether cell phones or other handheld electronic devices may be used in your particular state.

Employees should not use handheld cell phones or other handheld electronic devices for any purpose when driving on Company time, for Company purposes, and/or within a Company vehicle. If an employee needs to make or receive a call while driving, the employee should make or receive the call only after parking in a lawfully designated area. If an employee has a hands-free device that allows the employee to talk on a cell phone or other electronic device, the employee may make and receive calls using the hands-free device, but such calls should be limited to 5 minutes or less. Employees are strictly prohibited from texting, e-mailing, surfing the internet, or otherwise using any other electronic communication device while driving on Company time, for Company purposes, and/or within a Company vehicle. Employees are further prohibited from taking notes or writing when talking on a cell phone while operating a Company vehicle or private vehicle while conducting Company business.

Texting

No driver shall engage in texting while driving. Driving means operating a commercial motor vehicle, with the motor running, including while temporarily stationary because of traffic, a traffic control device, or other momentary delays. Driving does not include operating a commercial motor vehicle with or without the motor running when the driver moved the vehicle to the side of, or off, a highway, as defined in 49 CFR 390.5, and halted in a location where the vehicle can safely remain stationary.

Emergency exception: Texting while driving is permissible by drivers of a commercial motor vehicle when necessary to communicate with law enforcement officials or other emergency services.

Cell Phone

No driver shall use a handheld mobile telephone while driving a commercial motor vehicle (CMV). Driving means operating a commercial motor vehicle on a highway, including while temporarily

stationary because of traffic, a traffic control device, or other momentary delays. Driving does not include operating a commercial motor vehicle when the driver has moved the vehicle to the side of, or off, a highway and has halted in a location where the vehicle can safely remain stationary.

Emergency exception: Using a hand-held mobile telephone is permissible by drivers of a CMV when necessary to communicate with law enforcement officials or other emergency services.

License Status Notification Policy

The Company requires all employees whose job duties involve operation of any motor vehicle to notify the employee's supervisor or Management within 24 hours of any change to an employee's driver's license status after the employee's employment hire date. In no event may an employee operate a motor vehicle on behalf of the Company without an active, valid, and unrestricted driver's license for the type of motor vehicle the employee operates on behalf of the Company. Failure to timely notify the Company of a change in an employee's driver's license status, or operation of a motor vehicle on the Company's behalf without an active, valid, and unrestricted driver's license for the type of motor vehicle the employee operates on behalf of the Company may result in discipline, up to and including termination of employment.

RULES OF CONDUCT AND DISCIPLINE

It is Company policy to expect all employees to abide by certain work rules of general conduct and performance at all times. Managers are expected to monitor and enforce these work rules on a consistent basis. Employees are subject to disciplinary action for any of the offenses listed below and for failing to perform their job duties in a satisfactory manner.

It is not possible to list all forms of behavior that are considered unacceptable in the workplace; however, conduct deemed to be unacceptable behavior may result in disciplinary action up to and including termination of employment. Management, in its sole discretion, reserves the right to determine when an employee's behavior is unacceptable and when and what disciplinary action is necessary under a given circumstance. Similarly, employees may be subject to discipline for poor performance and violation of other policies and procedures. The type of disciplinary action that may be imposed may vary depending on the facts and circumstances surrounding each case. Violations of any Company policy or procedure, may lead to disciplinary action up to and including termination of employment.

The type of disciplinary action that may be imposed may range from a verbal warning, to a written warning, to a suspension, and/or termination of employment. Nothing in this policy creates an obligation to follow any particular disciplinary procedure. Management retains the right and absolute discretion to discipline employees based on the facts of each case. Management may skip certain disciplinary steps or repeat certain disciplinary steps depending on particular facts of each situation.

Prohibited Conduct

- Falsification of employment, personnel, or other records. This includes, but is not limited to, applications, all reports, time records, and statements under the responsibility of the employee
- Making false or fraudulent workers' compensation claims

- Working or being on the clock outside of scheduled work hours without advance manager approval
- Clocking in or out on behalf of another employee
- Disclosing Confidential Information to outsiders as defined in the Company's Confidentiality and Non-Disclosure Agreement
- Stealing or intentionally mishandling customer packages
- Gambling, fighting, threatening or intimidating individuals, or otherwise engaging in violations of the Company's Violence in the Workplace Policy
- Allowing someone other than your Company's employees to ride along inside a Company vehicle while performing services (including friends, family members, and pets)
- Unethical conduct or conduct that creates a conflict of interest
- Failure to wear required uniform items, including protective footwear
- Insulting, unprofessional, or offensive behavior toward a Company or Amazon station employee, customer, or general public
- Gross misconduct while off-duty, such as theft, fraud, physical violence, bullying, and damaging property, subject to applicable law
- Stealing the Company's property, a client's or customer's property, or the property of any employee
- Misappropriation of Company property or the property of other employees or Company partners
- Reporting to work under the influence of alcohol or illegal drugs
- Possession, sale, or use of marijuana or illegal drugs or chemicals or consumption of alcohol while working on Company business, while on Company premises, or while in Company vehicles
- Using the Amazon account login credentials of another individual or disclosing their account information to a third party
- Gross negligence in performance of duties
- Willful acts in the performance of duties, resulting in damage to the property of or injury to employee or others
- Insubordination
- Violation of the Company's equal opportunity or harassment policies
- Failing to perform assigned work, including working overtime or performing rescues when requested
- Failing to comply with work/safety rules and procedures
- Misuse of Company electronic equipment
- Failing to immediately report a personal injury resulting from an on-the-job work situation
- Excessive or patterns of absenteeism or tardiness
- Two missed scheduled shifts without notice
- Failing to properly scan packages for delivery
- Any serious safety violation
- Unsafe driving, including failure to wear a seatbelt or receiving a citation for any moving violation
- Receiving tickets for parking violations
- Failing to promptly report the receipt of a moving violation citation or parking ticket to a supervisor

- Failing to immediately report any vehicle accident to a supervisor
- Failing to protect and respect customer expectations, packages, and property
- Failing to immediately report customer complaints, incidents, or property damage issues to a supervisor
- Failure to promptly report an unsafe situation encountered during delivery routes
- Violating any Company policy
- Violating any safety procedure communicated by a supervisor or Amazon employee

Management reserves the right to take any form of disciplinary action at any time. While the circumstances of a particular case may result in employment termination for a first offense, other cases may result in other forms of disciplinary action. This policy in no way implies any kind of contract or obligation to follow any particular disciplinary procedure. This policy does not alter the employment at-will relationship.

Employees are expected to be professional at all times in their dealing with customers and the general public. Employees must protect and respect customer expectations, packages, and property. Employees should report to their Manager any interaction, incident, or occurrence that could affect customer satisfaction or the overall Amazon experience.

Upon termination of employment, employees will receive their final pay check in accordance with applicable state and local law.

NO SOLICITATION

Non-employees are prohibited from soliciting or distributing literature on Company property or Amazon property.

Solicitation by employees is prohibited when the person soliciting or the person being solicited is on working time. "Working time" is the time employees are expected to be working and does not include rest, meal, or other authorized breaks.

Distribution of literature by employees is prohibited when the person distributing literature or the person to whom literature is being distributed is on working time, as defined above.

Distribution of literature by employees is prohibited in working areas at all times.

The above limitations do not preclude or limit employees, whether on Company property, Amazon property or elsewhere, from soliciting any individual for potential employment with the Company.

SOCIAL MEDIA POLICY

At the Company, we understand that social media can be a fun and rewarding way to share your life and opinions with family, friends, and co-workers around the world. However, use of social media also presents certain risks and carries with it certain responsibilities. To help you make responsible decisions about your use of social media, we established these guidelines for appropriate use of social media.

Guidelines

In the rapidly expanding world of electronic communication, social media can mean many things. Social media includes all means of communicating or posting information or content of any sort on

the Internet, including to your own or someone else's web log or blog, journal or diary, personal website, social networking website, and/or web bulletin board or chat room, whether or not associated or affiliated with the Company. Ultimately, you are solely responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved. Keep in mind that any of your conduct that adversely affects your job performance, the performance of fellow employees, or otherwise adversely affects customers, suppliers, people who work on behalf of the Company, or the Company's legitimate business interests may result in disciplinary action, up to and including termination of employment.

Know and Follow the Rules

Your postings must not violate any of the Company's applicable policies including our Rules of Conduct Policy, and EEO, Non-Discrimination and Non-Harassment Policy. Carefully read these guidelines and ensure your postings are consistent with these policies. Specifically:

- Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated.
- Maintain the confidentiality of the Company, its clients', and its customers' trade secrets, data, and private or confidential business information, and of Amazon, its clients', and its customers' trade secrets, data, and private or confidential business information. Trade secrets may include information regarding the development of systems, processes, products, know-how, and technology. Do not post internal reports, data, policies, procedures, recordings of internal meetings, or other internal business-related confidential communications of the Company, its clients, or its customers.
- Violation of this Social Media Policy may subject you to disciplinary action, up to and including termination of employment.

Be Respectful

Always be fair and courteous to fellow employees, customers, team members, suppliers, or other people who work on behalf of the Company. Avoid postings on social media that are maliciously false. Also, keep in mind that you are more likely to resolve work-related complaints by speaking directly with your co-workers or by utilizing our Open Door Policy than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video, or audio that reasonably could be viewed as malicious, obscene, threatening, or intimidating, that disparage customers, members, employees, or suppliers, or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion, or any other status protected by law or Company policy.

Respect Laws and Intellectual Property

The Company does not condone the use of social media for any illegal purpose. Respect copyright, trademark, and all other laws. Posting other people's materials without their permission – such as videos, photographs, articles, or music – may violate such laws. Employees may not create any materials that incorporate the Company's logos or its customers' logos, other than as expressly approved by the Company in writing.

Do Not Make Representations on Behalf of the Company Absent Express Permission

The Company respects the rights of its employees to express themselves through social media on matters of interest to themselves and the general public. However, in order to avoid implication that anything you post represents the views of the Company itself, we maintain the following requirements:

- Employees should not speak to the media on the Company's behalf – or on behalf of any clients or customers – without contacting Management, Owner, or Human Resources. All media inquiries should be directed to the Owner.
- Express only your personal opinions. Never represent yourself as a spokesperson for the Company or its clients and customers. If the Company is a subject of the content you are creating, be clear and open about the fact that you are an employee and make it clear that your views do not represent those of the Company, customers, or suppliers. If you do publish a blog or post online related to the work you do or subjects associated with the Company (including but not limited to linking to a Company or customer website), make it clear that you are not speaking on behalf of the Company. It is best to include a disclaimer such as “The postings on this site are my own and do not necessarily reflect the views of the Company.”

Using Social Media at Work

Refrain from using social media while on work time or on equipment we provide, unless it is work-related as authorized by your manager or consistent with the Company Equipment Policy. Do not use the Company e-mail addresses to register on social networks, blogs, or other online tools utilized for personal use.

Retaliation Is Prohibited

The Company prohibits taking negative action against any employee for reporting a possible deviation from this policy or for cooperating in an investigation. Any employee who retaliates against another employee for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination of employment.

For More Information

If you have questions or need further guidance, please contact Management, Owner, or Human Resources.

FAMILY MEDICAL LEAVE ACT POLICY

Under the Family and Medical Leave Act of 1993, as amended (FMLA), employees may be eligible for a period of job-protected unpaid leave for certain family and medical reasons as described below. This Family Medical Leave Act Policy (“Policy”) provides an overview of employees’ rights and responsibilities under the FMLA, as well as the Company’s own policies regarding FMLA Leave. The Company has posted notices of the FMLA at all Company facilities. The information in those posters is incorporated into this policy by reference.

General Eligibility

To be eligible for FMLA Leave under this Policy, an employee must have worked at the Company for at least 12 months and must have worked at least 1,250 hours during the 12-month period prior to the commencement date of any leave requested under this Policy. Eligibility will be determined as

of the date the FMLA leave commences. Employees who work at a site at which fewer than 50 employees are employed within a 75-mile radius are not eligible for leave under this Policy. When a request for FMLA is made, the Company will advise of the employee's eligibility and the employee's rights and responsibilities.

Types and Duration of FMLA Leave

A. Bonding Leave; Serious Health Condition Leave; Leave to Care for a Family Member with a Serious Health Condition; Active Duty Leave

An eligible employee may take up to 12 weeks of unpaid leave during a rolling 12-month period (measured backward from the date an employee uses FMLA leave) for the following reasons:

1. the birth of the employee's child and to bond with the child; or for placement through adoption or foster care and to bond with the newly placed child. Such leave must be concluded no later than 12 months after the birth or placement of the child with the employee;
2. to care for an immediate family member (spouse, child under 18 years of age, child over the age of 18 who is incapable of self-care because of a disability, or parent) with a serious health condition;
3. because of a serious health condition which renders the employee unable to perform the functions of his/her job; or
4. because of any qualifying exigency arising out of the fact that an employee's spouse, son (of any age), daughter (of any age), or parent, who is serving in any branch of the US military (including the National Guard or Reserves), has been deployed or called to active duty in a foreign country ("Active Duty Leave").

B. Military Caregiver Leave

An employee also may be eligible for Military Caregiver Leave to care for a spouse, son (of any age), daughter (of any age), parent, or next of kin who is: (1) a current member of the Armed Forces, including the National Guard or Reserves, and who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list for a serious injury or illness, which is incurred in the line of duty (or for a pre-existing injury or illness which is aggravated in the line of duty) and that renders the service member medically unfit to perform the duties of his or her office, grade, rank, or rating; or (2) a veteran who was a member of any branch of the Armed Forces, including the National Guard or Reserves, and who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness that occurred in the line of duty (or for a pre-existing injury or illness which was aggravated in the line of duty) at any time within 5 years preceding the treatment, recuperation or therapy. A covered veteran incurs a serious illness or injury for purposes of this paragraph when one of the following occurs:

1. The injury or illness makes him or her medically unfit to perform the duties of his or her office, grade, rank, or rating.
2. It causes the service member to have a VA Service Disability Rating that is at 50% or greater.

3. It is a mental or physical condition that substantially impairs his or her ability to obtain gainful employment.
4. The VA enrolls the employee in the Department of Veteran Affairs Program of Comprehensive Assistance for Family Caregivers.

Eligible employees are entitled to a total of 26 weeks of unpaid Military Caregiver Leave during a single 12-month period. This single 12-month period begins on the first day an eligible employee takes Military Caregiver Leave (as long as it is within 5 years of the covered service member's active duty) and ends 12 months after that date. Military Caregiver Leave applies on a per-covered service member, per-injury basis, so that an employee may be eligible to take more than one 26-week period of Military Caregiver Leave, but no more than 26 weeks of leave may be taken during any one 12-month period.

An eligible employee is entitled to a combined total of 26 workweeks of leave for all FMLA qualifying reasons during the single 12-month period described above. For example, if an employee takes 10 weeks of FMLA leave due to his/her own serious health condition, the employee may take only 16 weeks of Military Caregiver Leave during that same 12-month period.

Definitions

- A. A "serious health condition" as referred to above means an illness, injury, impairment, or physical or mental condition that involves:
 1. in-patient care (*i.e.*, an overnight stay) in a hospital or other medical care facility (including any period of incapacity or any subsequent treatment in connection with such in-patient care);
 2. a period of incapacity of more than 3 consecutive, full calendar days and any subsequent treatment or period of incapacity relating to the same condition that also involves (i) treatment 2 or more times by a health care provider or under the supervision of a health care provider, the first being within 7 days of the onset of the incapacity and the second being within 30 days of the start of the incapacity, or (ii) treatment by a health care provider on at least one occasion within 7 days of the start of the incapacity, which results in a regimen of continuing treatment under the supervision of a health care provider;
 3. any period of incapacity or treatment due to pregnancy, or for prenatal care;
 4. any period of incapacity or treatment due to a chronic serious health condition requiring periodic visits at least twice a year for treatment by a health care provider;
 5. a period of incapacity or treatment which is permanent or long-term due to a condition for which treatment may not be effective, during which the employee (or family member) must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider; or
 6. any period of absence to receive multiple treatments by a health care provider or under the supervision of a health care provider, either for restorative surgery after an accident or other injury, or for a condition that will likely result in a period of incapacity of more than 3 consecutive calendar days in the absence of medical intervention or treatment.
- B. A "qualifying exigency" referenced above under "Active Duty Leave" refers to the following circumstances:
 1. Short-notice deployment: to address issues arising when the notification of a call or order to active duty is 7 days or less;

2. Military events and related activities: to attend official military events or family assistance programs or briefings;
3. Childcare and school activities: for qualifying childcare and school related reasons for a child, legal ward, or stepchild of a covered military member;
4. Care of the covered military member's parent if the parent is incapable of self-care;
5. Financial and legal arrangements: to make or update financial or legal affairs to address the absence of a covered military member;
6. Counseling: to attend counseling provided by someone other than a health care provider for oneself, for the covered military member, or child, legal ward, or stepchild of the covered military member;
7. Rest and recuperation: to spend up to 15 calendar days for each period in which a covered military member is on a short-term rest leave during a period of deployment; or
8. Post-deployment activities: to attend official ceremonies or programs sponsored by the military for up to 90 days after a covered military member's active duty terminates or to address issues arising from the death of a covered military member while on active duty.

When Spouses Work Together

If both spouses are employed by the Company and are eligible for leave under this policy, they are eligible for a combined total of 12 weeks of leave within the applicable 12-month period when the leave is due to the birth or placement of a child or to care for a parent who has a serious health condition, or a combined total of 26 weeks within the applicable 12-month period when the leave is due to the birth or placement of a child or to care for a parent who has a serious health condition and for Military Caregiver Leave. (However, in no event shall the spouses take more than a combined total of 12 weeks of leave within the applicable 12-month period for the birth or placement of a child or to care for a parent who has a serious health condition).

Notice of Need for FMLA Leave

An employee who wants to take FMLA must follow normal call-in policies and notify the person an employee would normally notify for an absence. Failure to adhere to normal Company call-in procedures can result in discipline, as with any other type of leave.

If FMLA applies or is believed to possibly apply, the employee will be required, thereafter, to contact their supervisor, Management, Owner, or Human Resources to complete a request for leave. The employee will be required to fill out prescribed forms requesting leave.

To avoid a delay in FMLA protection, the employee must give notice as soon as possible and practicable under the circumstances of enough facts to advise the person receiving the call that FMLA may apply. Employees are always required to give notice as soon as practicable and possible, but, except for instances of active duty leave, an employee is not required to provide more than 30 days of advance notice.

If an employee fails to give the required notice with no reasonable excuse, FMLA coverage may be delayed for a period of time. This can result in discipline for absences taken prior to FMLA coverage commencing.

Employees should make every reasonable effort to schedule foreseeable medical treatments so as not to disrupt the ongoing operations of the Company.

Substitution of Paid Leave for Unpaid FMLA Leave

Employees must concurrently exhaust any short-term disability benefits, workers' compensation benefits, accrued vacation time, or any other form of applicable paid leave while on FMLA leave. All substituted paid leave that is being concurrently exhausted will be counted against an eligible employee's FMLA leave entitlement.

Intermittent FMLA Leave

Intermittent or reduced schedule leave is leave at varying times for the same qualifying condition. Intermittent leave or reduced schedule leave may be available if the need for leave is due to an employee's serious health condition or an employee's immediate family member's serious health condition and when the need for intermittent or reduced schedule leave is certified by a health care provider. Intermittent or reduced schedule leave is not available for the birth or placement of a child for adoption or foster care, unless the Company agrees. Military Caregiver Leave may be taken intermittently or on a reduced leave schedule when medically necessary. Active Duty Leave may also be taken on an intermittent or reduced leave schedule.

Employees who take foreseeable intermittent or reduced schedule leave must attempt to schedule their intermittent or reduced schedule leaves so as not to disrupt the operations of the Company and in some instances, the Company may require employees taking foreseeable intermittent or reduced schedule leaves to transfer temporarily to an alternative position for which the employee is qualified and which better accommodates the employee's leave schedule. Pay and shifts would not be affected by a change to an alternate position. Time worked in the alternate position would not count towards the employee's FMLA leave entitlement.

Employees taking unforeseeable intermittent leaves must follow the Company's standard call-in procedures absent unusual circumstances.

Documentation Supporting FMLA Leave

An employee requesting leave for a serious health condition must provide a completed FMLA Certification of Health Care Provider Form supporting the need for the leave. A request for reasonable documentation of family relationship verifying the legitimacy of a request for FMLA Leave may also be required.

The employee will have 15 days in which to return a completed Certification form following the Company's request for the certification. If the employee fails to provide timely certification after being required to do so, covered leave may be delayed moving forward until the certification form is finally submitted. Absences counted against the employee for a late certification will not be reversed absent exceptional circumstances. If an employee never returns the completed form, the FMLA will be denied and the absences will be unprotected. If the Certification form is incomplete or insufficient, an employee will be given written notification of the information needed and will be given a period of 7 days to provide the necessary information.

In some circumstances, a second opinion, at the expense of the Company, related to the health condition may be required. If the original certification and the second opinion differ, a third opinion, at the expense of the Company, may be required. The opinion of the third health care provider, which the Company and the employee jointly select, will be the final and binding decision.

A request for Active Duty Leave must be supported by the Certification of Qualifying Exigency for Military Family Leave form as well as appropriate documentation, including the covered military member's active duty orders.

A request for Military Caregiver Leave must be supported by the Certification for Serious Injury or Illness of Covered Service Member form or Certification for Serious Injury or Illness of a Veteran for Military Caregiver Leave form as well as any necessary supporting documentation.

Providing false information to the Company in an attempt to obtain FMLA leave will result in no FMLA protection, and it may also constitute a policy violation and result in discipline up to and including discharge.

Once the Company has received a complete and sufficient certification form from the employee, the Company will advise the employee whether he or she has been approved or denied FMLA and, if possible, will advise how much FMLA will be used.

Recertification

In the following circumstances, the Company may, in its sole discretion, require recertification of the qualifying reason for FMLA: (1) where the employee needs more leave than the original certification justified; (2) where circumstances and facts cast doubt on the employee's need for FMLA; or (3) when the need for FMLA extends beyond 6 calendar months. In these situations, the employee will have 15 days in which to provide a completed Recertification form.

Restoration to Position and Benefits

Healthcare benefits will be maintained while an employee is on FMLA, subject to the payment of premiums as explained in this paragraph. For all other benefits, they will be maintained similarly to others on similar forms of leave (paid/unpaid). Employees on paid FMLA (because they are concurrently exhausting a paid leave benefit) will continue to have their premium payments deducted from their paycheck as if they were on non-FMLA paid leave. Employees on an unpaid FMLA leave (for which no paid leave is substituted or after all paid leave has been exhausted) will need to maintain the benefits they accrued prior to commencement of the leave by making premium payments. If the payment is not received on the due date or thereafter, the Company will provide the employee written notice of non-payment and provide 15 days to make the payment. If the payment is not made within the 15-day window, and at least 30 days have passed from the due date, then coverage under the benefit plan will lapse, retroactively, to the original due date.

Employees are permitted to return to whatever position they would have held had they not taken FMLA leave. Generally, this means employees returning from FMLA leave within 12 weeks will be returned to the job position that they held when they went on leave, or a substantially similar one. If the employee would have lost their position even if they had not taken the leave, then there exists no reinstatement right. For example, if the employee's position is eliminated because of a reduction in force, then no reinstatement right exists.

If an eligible employee fails to pay his or her portion of the required premium payments for benefit coverage, and the Company elects to make the employee's portion of premium payments to keep benefit coverage in effect during a period of paid or unpaid FMLA leave for medical and dental benefits, and/or a period of unpaid FMLA leave for other benefits, the Company may recover the amount of the premium payment from the employee regardless of whether the employee returns to work. The Company may recover its own share of the premiums paid for maintaining an employee's medical and dental benefit coverage during any period of unpaid FMLA leave if the employee fails to return from leave after entitlement has expired, provided the employee's failure to return to work is for a reason other than the continuation, recurrence, or onset of a serious health condition and is unrelated to the qualifying reason the employee took FMLA leave.

Return to Work

FMLA leave must be used for its intended purpose. If the qualifying reason for taking leave ends, then the employee must contact the Company and make arrangements to return to work. Employees on FMLA leave must periodically inform their supervisor, Management, Owner, or Human Resources of their status and intent to return to work while on FMLA leave. Employees returning from FMLA leave must be able to assume all of the essential functions of their jobs upon return. The Company will provide time for the employee to learn of any changes or new technology implementations. As a condition to restoring an employee whose leave was based on the employee's own serious health condition, the employee must provide certification from the employee's health care provider stating that the employee is able to resume work. This return to work statement is required for all serious health conditions unless the employee has previously provided one for that condition within the past year. If safety issues exist, the Company may require a return to work statement every 30 days.

Failure to Return from Leave

Unless required otherwise by law, an employee granted a leave of absence under these provisions who fails to return to work upon expiration of the leave will no longer have protected absences. Further absences would count against the attendance policy.

Key Employees

An employee who qualifies as a "key employee" may be denied restoration of employment after a period of FMLA leave if holding the employee's position would cause the Company grievous economy injury. A "key employee" is an employee who is salaried and is among the highest paid 10% of the work force within 75 miles of the place where the employee reports to work. Upon requesting FMLA leave, an employee will be notified by the Company of his/her status as a "key employee" if there is a possibility that the Company may deny reinstatement after leave.

Interaction with State Leave Laws

Certain states require employers to provide greater or different job-protected leave. When applicable, the Company complies with all such leave laws. When leave provided under one of these laws is covered under the federal FMLA, it also shall count toward the employee's federal FMLA entitlement and as FMLA Leave under this Policy. These leave laws vary by state, and you should contact Human Resources if you have questions about them.

OTHER LEAVES OF ABSENCE

Reasonable Accommodation Medical Leave

The Company complies with the reasonable accommodation obligations under the ADA and other federal, state and local laws governing the provisions of reasonable accommodations, and will engage in the interactive process to discuss accommodations to perform the essential functions of the job. If the Company cannot provide an at-work accommodation, the Company will offer an unpaid leave of absence as a reasonable accommodation with employees who are unable to perform the essential functions of their job due to a physical or mental disability. Leave under this policy will be considered in accordance with the reasonable accommodation obligations of the law. A reasonable accommodation leave of absence may be provided to employees who are unable to perform the essential functions of their job due to physical or mental disability and are not eligible

for FMLA. Similarly, leave under this policy may be granted as a reasonable accommodation for employees who have exhausted FMLA but are unable to return to work due to a disability that prohibits them from performing the essential functions of their job. Leaves of absence under this policy will be handled on a case-by-case basis in accordance with the ADA. The duration of any leave of absence under this policy will vary depending on the particular circumstances of each employee's need and whether additional leave would create an undue hardship for the Company.

Illinois Paid Leave for All Workers Act

The Illinois Paid Leave for All Workers Act (PLFAW) allows eligible employees to earn and use up to 40 hours of paid time off during a 12-month period to be used for any reason. The Company's Paid Time Off (PTO) Policy complies with this law by meeting the minimum amount of leave required by the PLFAW (i.e., 40 hours in a 12-month period) and by allowing employees to take that amount of leave for any reason in accordance with the Act and the Company's PTO Policy. As such, the Company is not required to provide additional paid leave on top of PTO leave, which is compliant with PLFAW.

PLFAW only applies to employers that are not already covered by a local paid leave/paid sick leave ordinance (e.g., the Cook County Paid Leave Ordinance or the Chicago Paid Leave and Paid Sick and Safe Leave Ordinances). Employees should speak to their manager/Human Resources with questions about rights and obligations related to PLFAW leave, including coordinating such leave with the Company's PTO Policy.

Cook County Paid Leave Ordinance

The Cook County Paid Leave Ordinance (CCPLO) allows eligible employees who work in Cook County to earn and use up to a minimum of 40 hours of paid time off during a 12-month period to be used for any reason. The Company's Paid Time Off (PTO) Policy complies with this law by meeting the minimum amount of leave required by the CCPLO (i.e., 40 hours in a 12-month period) and by allowing employees to take that amount of leave for any reason in accordance with the Ordinance and the Company's PTO Policy. As such, the Company is not required to provide additional paid leave on top of PTO leave, which is compliant with CCPLO.

Procedure for Requesting Leave

Use. Requests for leave must be in accordance with the Ordinance and the Company's PTO notification requirements. An employee is not required to provide the Company with a reason for the leave and is not be required to provide documentation or certification as proof or in support of the leave. Paid leave taken under the CCPLO will be charged to an employee's PTO bank.

Notice. If use of paid leave is foreseeable, the employee is required to provide the Company with 7 calendar days' notice before the date the leave is to begin. If use of paid leave is not foreseeable, the employee must provide notice as soon as is practicable after the employee is aware of the necessity of the leave by calling, texting or emailing their manager, Human Resources or the Owner at their known work phone number or email address, and communicating the request for leave and length of the leave time if known. Employees are not required to search for or find a replacement worker to cover the hours during which the employee takes paid leave.

Health Care Coverage. The Company will maintain coverage for the employee under any group health plan for the duration of such leave at no less than the level and conditions of coverage that would have been provided if the employee had not taken the leave. The employee, however, is still responsible for paying the employee's share of the cost of the health care coverage.

The CCPLO only applies to employers that are not already covered by a local paid leave/paid sick leave ordinance (e.g., the Chicago Paid Leave and Paid Sick and Safe Leave Ordinances). Employees should speak to their manager/Human Resources with questions about rights and obligations related to CCPLO leave, including coordinating such leave with the Company's PTO Policy.

Chicago Paid Leave and Paid Sick and Safe Leave Ordinance

The Company's Paid Time Off (PTO) Policy allows employees to accrue no fewer than 80 hours of PTO per year and take PTO in accordance with the Chicago Paid Leave and Paid Sick and Safe Leave Ordinance ("Chicago Ordinance"). The Chicago Ordinance gives eligible employees the ability to earn 40 hours of paid leave (PL) and 40 hours of paid sick leave (PSL) every 12 months. Because the Company's PTO policy allows employees to accrue no fewer than 80 hours of PTO per year, the Company is not required to provide additional paid sick leave on top of PTO leave.

The guidelines in this policy are intended to comply with, and not supersede, federal, state or local laws regarding leaves of absence, including but not limited to leave taken under the federal and any applicable state or local Family and Medical Leave Act (FMLA), leave taken as a reasonable accommodation under the Americans with Disabilities Act (ADA) or any other applicable federal, state or local law, including those prohibiting discrimination and harassment.

Eligibility. Full time, part-time and temporary employees who work at least 80 hours for the Company within any 120-day period within the City of Chicago, are eligible to accrue both PL and PSL.

Reasons for Leave.

PL may be used for any reason.

PSL may be used for the following reasons:

- the employee's own illness or injury, or to receive professional care, including preventive care, treatment, or diagnosis, for medical, mental, or behavioral issues, including substance abuse disorders;
- the employee's family member's illness or injury or quarantine order, or to care for a family member receiving professional care, including preventive care, treatment, or diagnosis, for medical, mental, or behavioral issues, including substance abuse disorders;
- the employee or the employee's family member is a victim of domestic violence, a sex offense (which includes stalking, aggravated stalking, or cyber stalking), or trafficking;
- the Company's closure, by order of a public official due to a public health emergency;
- the employee needs to care for a family member whose school, class, or place of care has been closed; or
- the employee is following an order of the Mayor, Governor of Illinois, Chicago Department of Public Health, or a treating health care provider, requiring the employee to:
 - remain home to minimize the transmission of a communicable disease;
 - remain at home while experiencing symptoms or sick with a communicable disease;
 - follow a quarantine order; or
 - follow an isolation order.

Eligible family members include an employee's: child (including biological, adopted, step, or foster child, or a child to whom the employee stands in loco parentis); spouse or domestic partner; parent (biological, foster, step, or adoptive parent, or legal guardian, or a person who stood in loco parentis to the employee); spouse's/domestic partner's parent; sibling; grandparent; grandchild; or any other blood relative or person whose close association is equivalent to a family relationship.

Accrual and Use. Eligible employees begin to accrue PL and PSL on their first day of employment. Employees accrue one hour of PL and one hour of PSL for every 35 hours worked in Chicago, Illinois, up to a maximum of 40 hours of PL and 40 hours of PSL in a calendar year. IN ACCORDANCE WITH THE CHICAGO ORDINANCE, ONLY HOURS WORKED WITHIN THE CITY OF CHICAGO COUNT TOWARDS ACCRUAL OF PL AND PSL.

The Company's PTO Policy complies with the Chicago Ordinance by meeting the minimum amount of leave required (i.e., Employees working 40 hours a week should accrue no fewer than 80 hours of PTO per year) and by allowing employees to take that amount of leave for any reason, including sick and safe leave reasons. The Company is not required to provide additional paid leave to eligible Chicago employees on top of PTO.

Employees may begin to use accrued PL and PSL upon the completion of the first payroll period.

Employees may not use of PL or PSL when an employee has been suspended or otherwise placed on leave for disciplinary or investigatory reasons.

Employees should speak to their manager/Human Resources with questions about rights and obligations related to Chicago PL and PSL, including coordinating such leave with the Company's PTO Policy and attendance policies.

Use Increments. Employees who want to use PL incrementally must use PL in no less than 4-hour increments, meaning you must take at least 4 hours of PL. Employees who want to use PSL incrementally must use PSL in no less than 2-hour increments, meaning you must take at least 2 hours of PSL.

Carryover. Employees may carry over up to 16 hours of PL and up to 80 hours of PSL from one year to the next. Accrual of PL and PSL in the subsequent year is in addition to the hours that were accrued and unused in the previous year and carried over. However, the total amount of accrued and unused time, including any carryover, may not exceed 56 hours of PL or 120 hours of PSL.

Requesting Leave and Documentation. When requesting PL, employees must provide at least 7 calendar days' notice to the manager or supervisor designated in any supplemental attendance policy, or if no manager or supervisor has been designated in any supplemental attendance policy, then notice must be given to Management, Owner or Human Resources.

When the need for PSL is foreseeable (e.g., vacation, birthdays, holidays, prescheduled appointments with health care providers; court dates in domestic violence cases, etc.), employees must provide at least 7 calendar days' notice to the manager or supervisor designated in any supplemental attendance policy, or if no manager or supervisor has been designated in any supplemental

attendance policy, then notice must be given to Management, Owner or Human Resources. If the need for PSL is unforeseeable, employees must (1) notify the Company that the leave is for PSL reasons; (2) show the need was not reasonably foreseeable; and (3) give notice as soon as practicable on that day (i.e., the day the employee intends to take paid sick leave).

In all circumstances, the employee is responsible for specifying that the requested time off is for acceptable PL or PSL reasons so the Company is able to designate the leave accordingly.

Employees taking PL in accordance with the Chicago Ordinance and this Policy are not required to provide a reason for such leave or to provide documentation or certification as proof or in support of the leave, but the employee must still specify that the requested time off is for PL reasons.

Employees taking PSL for more than 3 consecutive days are required to provide supporting documentation that the PSL was used for a covered purpose. Employees are not required to provide documentation before their third consecutive day of absence. If PSL is used for the employee's or the employee's family member's medical condition, documentation signed by a health care professional is sufficient documentation of the covered purpose. If PSL is used because the employee or their family member is a victim of domestic violence, sexual violence or stalking, the following documentation is sufficient: (1) a police report, (2) a court document, (3) a signed statement from an attorney, a member of clergy, or a victim services advocate, or (4) any other evidence that supports the employee's claim, including a written statement from the employee or any other individual with knowledge of the circumstances.

Employees are not required to find an employee to cover their work when they take PL or PSL. Qualified use of PL or PSL will not result in disciplinary action, the assignment of points, or be counted as an unexcused absence.

Denial of Request. The Company provides a need and service that is critical to the welfare of the people of Chicago. As such, operational needs may result in a denial of a leave request. The Company considers the following relevant factors when a request for leave conflicts with operational needs:

- Whether granting paid leave during a particular time period would significantly impact business operations;
- Whether similarly situated employees are treated the same for the purposes of reviewing, approving, and denying paid leave.
- Whether granting paid leave during a particular time period would significantly impact business operations.
- Whether the covered employee has meaningful access to use all paid leave time over the established benefit year. "Meaningful access" means that a covered employee has a reasonable ability to utilize accrued PL and PSL during the year. A leave request may be denied, even with 7 calendar days' notice, if the leave day(s) is/are the busiest day(s) of the Company's operations.

If the Company denies a request for paid leave, it will do so in writing stating the rationale for the denial.

Health Insurance Continuation and Employee Obligations. For employees enrolled in the Company's health insurance plan, the Company will maintain group health plan coverage for the duration of leave permitted under the Chicago Ordinance and will continue paying its portion of the premiums so long as the employee timely pays their monthly portion of the premiums. Employees are still responsible for paying their share of the health care coverage while on leave. If an employee loses medical coverage, they may not be able to reinstate it mid-year unless the employee has a specific qualifying event that would allow for a mid-year election change. Otherwise, the employee will have to wait until open enrollment to elect to enroll in the plan (assuming the employee meets the eligibility requirements for coverage at that time). Please also note that the loss of coverage due to an employee's failure to pay the premium may not constitute an event that would create COBRA rights.

Confidentiality. In accordance with the Chicago Ordinance and any applicable federal, state and local law, the Company will treat as confidential health information or information pertaining to domestic violence, sexual assault or stalking pertaining to the employee or the employee's family member. Such information will not be released without the employee's express permission, unless otherwise required by law or by a court or administrative agency.

Effect on Other Rights and Policies. The Company provides PTO leave for employees to use for PSL reasons or for issues related to domestic violence under certain federal, state and local laws. In certain situations, leave under this policy may run at the same time as leave available under another federal, state or local law, provided eligibility requirements for that law are met. The Company is committed to complying with all applicable laws. Employees should contact their supervisor, Management, Owner or Human Resources for information about other federal, state and local medical, domestic violence or family leave rights.

No Discrimination or Retaliation. The Company will not retaliate or discriminate against, tolerate retaliation or discrimination against, or restrain or interfere with any employee who in good faith exercises or attempts to exercise their rights under the Chicago Ordinance.

Bereavement Leave

Family Bereavement Leave

Under the Illinois Family Bereavement Leave Act ("FBLA"), eligible employees are entitled to unpaid bereavement time following the death of a child or covered family member. To be eligible for this leave, an employee must have worked at least 12 months for the Company and 1,250 hours during the prior 12-month period (i.e., an employee eligible under the federal FMLA).

Eligible employees are entitled to a maximum of two work weeks, or 10 work days, of unpaid bereavement time following the death of a child or covered family member as defined under FBLA. Eligible employees may be entitled to up to six weeks of unpaid bereavement time in the event of the death of more than one child or covered family member during a 12-month period.

Bereavement leave may not be taken in addition to unpaid leave permitted under the federal FMLA and may not exceed unpaid leave time allowed under the FMLA. An employee may elect to substitute part or all of any paid or unpaid leave (including sick leave, personal leave, or other similar leave) to

which the employee is entitled pursuant to any applicable law or benefits program. Any paid and unpaid leave will run concurrent.

Employees must provide employers with 48 hours of notice before the leave, unless not reasonable and practicable. The Company will not require that the employee identify which category of event the leave pertains to as a condition of exercising rights under the FBLA.

Child Extended Bereavement Leave

In addition to the leave above, the Chicago Extended Bereavement Leave Act (CEBLA) provides additional unpaid leave, beyond that provided in the Family Bereavement Leave Act (FBLA), for an employee who experiences the loss of a child by suicide or homicide. Unlike the FBLA, in order to be eligible, employees must be full-time and must have worked for the employer for at least two weeks. The duration of leave depends on the size of the employer, so please contact your manager, owner or the appropriate person at the Company if you need to request this leave. CEBLA leave may be taken continuously or intermittently (in increments no smaller than four hours). Leave must be completed within one year after the employee notifies the Company of the loss.

Bereavement leave may not be taken in addition to unpaid leave permitted under the federal FMLA and may not exceed unpaid leave time allowed under the FMLA. An employee may elect to substitute part or all of any paid or unpaid leave (including sick leave, personal leave, or other similar leave) to which the employee is entitled pursuant to any applicable law or benefits program. Any paid and unpaid leave will run concurrent.

Victim's Economic Security and Safety Act (VESSA) Leave

Policy Overview

Under the Illinois Victims' Economic Security and Safety Act of 2003 (VESSA), each eligible employee in Illinois is entitled to 12 weeks of unpaid leave during any 12-month period. If VESSA leave also qualifies for leave under the Family and Medical Leave Act (FMLA), then it will run concurrently (meaning, at the same time) with leave under the FMLA. Therefore, each time an employee takes leave under either the FMLA or VESSA for an FMLA qualifying reason, the remaining leave entitlement is any balance of the 12 weeks that has not been used during the immediately preceding 12-month period. An employee may take VESSA leave if the employee or a family or household member (which includes a spouse, parent, son, daughter, other person related by blood or by present or prior marriage, other person who shares a relationship through a son or daughter, and persons jointly residing in the same household) was a victim of a sexual assault, stalking, or domestic violence and requires the leave for one or more of the following reasons:

1. To seek medical attention for, or recovery from, physical or psychological injuries caused by domestic or sexual violence to the employee or the employee's family or household member;
2. To obtain services from a victim services organization for the employee or the employee's family or household member;
3. To obtain psychological or other counseling for the employee or the employee's family or household member;
4. To participate in safety planning, temporarily or permanently relocating, or to take other action to increase the employee's safety;
5. To seek legal assistance or remedies to ensure health and safety of the employee or employee's family or household member, including preparing for or participating in any civil or criminal legal proceeding related to or derived from the domestic or sexual violence;

6. To attend the funeral or alternative to a funeral or wake of a family or household member who is killed in a crime of violence;
7. To make arrangements necessitated by the death of a family or household member who is killed in a crime of violence; or
8. To grieve the death of a family or household member who is killed in a crime of violence.

Please note that leave for reasons 6 through 8 above, relating to the death of a victim, may be limited to a total of no more than 2 workweeks (10 days), and must be completed within 60 days after the date on which the employee receives notice of the death of the victim. Whether this 2 workweeks of leave is in addition to or is deducted from the total amount of other VESSA leave depends on whether the employee is entitled to take unpaid leave under the FBLA. Employees should contact Human Resources to discuss the amount of VESSA leave allowed.

An employee's health insurance coverage, including family coverage, will be continued during the leave, provided that the employee was covered under such policy prior to the leave and provided that the employee continues to pay his or her portion of the premiums, if applicable. An employee is not guaranteed that he or she will be returned to his or her exact position; however, an employee will be returned to the same or an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment unless the position was eliminated for legitimate business reasons. Employees will not forfeit benefits they have already earned, such as paid time off pay, but will not accrue additional employment benefits during any period of leave. An employee may use any paid time off that has accrued.

Eligibility

For purposes of VESSA, an employee is eligible if he or she is employed by the Company on either a full-time or part-time basis in the state of Illinois.

Notice and Certifications

If an employee wishes to take leave because the employee or a family member was a victim of domestic or sexual violence, the employee must provide the Company with at least 48 hours of advance notice of the employee's intention to take leave, unless providing such notice is not practicable. When an unscheduled absence occurs, the Company will not take any action if the employee, within a reasonable time after the leave commences, notifies the Company as soon as practicable. In addition, the Company may require the employee to submit a certification that that the employee or a member of the employee's family or household was a victim of domestic or sexual violence and that the leave is for one of the eligible purposes under VESSA. If requested, certification is a sworn statement from the employee and a copy of: (i) documentation from an employee, agent, or volunteer of a victim services organization; an attorney; a member of the clergy; or a member or other professional from whom the employee or the employee's family or household member has sought assistance to address the effects of the violence; (ii) a police or court order; (iii) 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 (iv) other corroborating evidence.

Timing of Leave

An employee may take leave intermittently or on a reduced schedule basis when the leave is taken because the employee or a household member is seeking assistance due to domestic or sexual violence. When leave is taken intermittently or on a reduced schedule basis, the total amount of the

leave will not be reduced. An employee may be required to transfer temporarily to a position that has equivalent pay and benefits and that better accommodates recurring periods of leave.

Intermittent or reduced schedule leave for medical reasons will not be permitted unless the employee, in the case of foreseeable treatment, makes a reasonable effort to schedule the treatment so as not to disrupt unduly the Company's operations and the employee provides 30 days' notice, or as much notice as the required treatment permits. In addition, employees must provide the Company with a doctor's certification setting forth the medical necessity of the intermittent or reduced schedule leave and duration of such leave.

Returning from Leave

If an employee fails to return after VESSA leave for reasons within the control of the employee, the Company is entitled to recover the cost of any premium that was paid for maintaining health coverage for the employee. If an employee fails to return to work after a VESSA leave due to: (i) the continuation, reoccurrence, or onset of domestic or sexual violence that qualified for VESSA leave; or (ii) other circumstances beyond the control of the employee, the Company is not entitled to recover the cost of any premiums paid and the Company may require the employee to provide certification of the reason for his or her inability to return to work. If the Company requests such certification, it shall include a sworn statement from the employee and documentation from an employee, agent, or volunteer of a victim services organization; an attorney; a member of the clergy; or a medical or other professional from whom the employee has sought assistance in addressing domestic or sexual violence and the effects of that violence; a police or court record; or other corroborating evidence. COBRA continuation rights will commence at the time the employee's health coverage terminates for failure to return to work.

Non-Discrimination Under VESSA

The Company will not fail to hire, refuse to hire, discharge, constructively discharge, harass, retaliate against, or otherwise discriminate against any individual in any form or manner, because:

1. The individual:
 - a. Is or is perceived to be a victim of domestic or sexual violence;
 - b. Attended, participated in, prepared for, or requested leave to attend, participate in, or prepare for a criminal or civil court proceeding relating to an incident of domestic or sexual violence of which the individual or a family or household member of the individual was a victim, or requested or took VESSA leave;
 - c. Requested an accommodation in the workplace in response to actual or threatened domestic or sexual violence, regardless of whether the request was granted; or
 - d. Exercised any rights provided for under VESSA or this policy, or opposed any practice made unlawful by VESSA (including filing charges or proceedings under VESSA, providing information in connection with any proceeding under VESSA, or testifying or preparing to testify in any proceeding under VESSA); or
2. The workplace is disrupted or threatened by the action of a person whom the individual states has committed or threatened to commit domestic or sexual violence against the individual or the individual's family or household member.

Requests for Accommodation (VESSA)

The Company will provide reasonable accommodations to the known limitations resulting from circumstances relating to an employee being a victim of domestic or sexual abuse or an employee's

family or household member being a victim of domestic or sexual abuse, so long as the individual is an otherwise qualified individual as defined in Section 30(b)(2) of VESSA, and who is (a) an applicant or employee of the Company; and (b) a victim of domestic or sexual abuse, or with a family or household member who is a victim of domestic or sexual abuse (provided the employee is not the perpetrator). The Company is not required to provide such accommodations if it would impose an undue hardship on the Company's operations.

Military/Uniformed Service Leave

Employees may be entitled to certain rights and benefits, and may have certain obligations, related to service in the uniformed services pursuant to the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA") or related state laws. It is the Company's intent to comply with the requirements provided by USERRA and similar state laws with respect to leaves of absence, continuation of health coverage, reemployment, disabilities incurred or aggravated during uniformed service, non-discrimination and non-retaliation, and other covered matters. Specifically, the Company will not deny employment, reemployment, retention in employment, promotion, or any benefit of employment to an individual due to uniformed service, and will not tolerate discrimination or retaliation due to uniformed service.

Employees should notify their supervisor, Management, Owner, or Human Resources of any need for leave to perform service in the uniformed services as far in advance as possible, preferably at least 30 days in advance and in writing where feasible. Employees are asked to provide a copy of applicable orders, training calendar, and/or similar documentation, if at all possible, in time to ensure continued business operations during absences. Unless the law requires paid military leave, employees will be granted unpaid leaves of absence for qualifying periods of uniformed service; however, employees may elect to use any accrued but unused paid leave during such absences. Barring any exception outlined in USERRA, employees will be eligible for reemployment after uniformed service as long as they return to work or apply for reinstatement within the following timeframes:

- For service of less than 31 days, at the beginning of the next regularly scheduled work period after release, and subject to an 8-hour rest period;
- For service of more than 30 days but less than 181 days, within 14 days of release; or
- For service of more than 180 days, within 90 days of release.

To retain reinstatement rights, employees must not have been separated from uniformed service with a disqualifying discharge or under other than honorable conditions. Reinstatement rights are not guaranteed for any absence beyond 5 years unless an exception stated in USERRA applies.

If an employee meets these requirements, and depending upon length of service, an employee will be reemployed in the position he or she would have had if continuously employed (i.e. the "escalator position), the job he or she had upon commencement of uniformed service, a position comparable to the escalator or pre-service position, or the nearest approximation to the escalator position. Consistent with USERRA's "escalator principle," employees will be compensated upon reinstatement at the rate of pay they would have obtained with reasonable certainty if such employment had not been interrupted due to uniformed service.

Employees who are members of the uniformed services should speak to their supervisor, Management, Owner, or Human Resources concerning any questions regarding rights and obligations related to uniformed service leave, advanced notice of uniformed service, benefits during uniformed service, or related issues.

Lactation Leave

In addition to other reasonable pregnancy-related accommodations, the Company will provide reasonable lactation break time for employees who need to express breast milk at work. The Illinois Nursing Mothers in the Workplace Act provides paid break time to nursing mothers to express milk as needed during work hours. During at least the first year after their child is born, a nursing mother may take lactation breaks whenever she needs, for a reasonable time. Employers must provide a private location in close proximity to the employee's workspace, other than a bathroom stall, for this purpose. The Company will make reasonable efforts such that the private location has electricity, appropriate seating, and is reasonably close to a sink and source of refrigeration for storing milk.

The employee's compensation may not be reduced for the time used for expressing milk or nursing a baby. However, if possible, the break time should be taken concurrently with other breaks already provided to the employee.

Employees should notify their supervisor, Management, Human Resources, or Owner if requesting time to express breast milk under this policy.

The Company prohibits discrimination, harassment, and retaliation against applicants and employees for requesting and/or using lactation leave. If an employee experiences such prohibited conduct, they should file a complaint with the Company as set forth in the Company's policies.

The Company will comply with any applicable state or local lactation leave and accommodation laws.

Blood and Organ Donation Leave

The Company has not established a policy of paid leave for blood or organ donation. Any leave taken to donate blood or an organ, whether taken under the Illinois Employee Blood and Organ Donation Leave Act or not, is unpaid unless the employee is permitted to use accrued, unused paid time off (PTO) under the Company's PTO Policy or any paid leave laws.

Other Legally Protected Absences

In addition to the leaves described contact Management, Owner, or Human Resources.

PAID TIME OFF (PTO)

The Company provides paid time off (PTO), which combines vacation, sick days, a family member's illness, personal business, weather problems, and any other personal time off under one policy for employees to use for illness or personal time away from work. PTO benefits are available to regular part-time and full-time employees. The amount of accrued PTO is based on hours actually worked with the Company.

To the extent applicable, this policy is designed to comply with all applicable state and local paid sick leave laws. Eligible employees who work in a jurisdiction that mandates paid sick leave may use PTO for paid sick leave reasons

Employees will accrue PTO during each pay period, starting with the first day of regular employment. Although employees will begin to accrue PTO immediately, newly hired employees are not eligible to use PTO until completion of the first payroll period, unless otherwise permitted by applicable law. Employees will continue to accrue PTO each pay period during each subsequent year of employment.

Employees working 40 hours a week should accrue no fewer than 80 hours of PTO per year. For employee who do not work within the city of Chicago, PTO accrues at rate of 1 hour for every 25 hours worked (0.04 hours for every hour worked, including overtime hours worked for all hourly employees), unless a different rate of accrual is required by applicable law. Employees who work within the city of Chicago will accrue PTO at a rate of 1 hour of PL and 1 hour of PSL for every 35 hours worked within the City of Chicago (0.06 hours for every hour worked within Chicago, including overtime hours worked for all hourly employees), unless a different rate of accrual is required by applicable law. PTO will not accrue while an employee is on a leave of absence. Employees may not accrue more than 120 hours at any time, unless otherwise provided by law. Employees may carryover unused PTO from year to year up to the maximum carryover cap of 120 hours, unless otherwise required by law. Once an employee reaches the maximum cap of 120 hours, an employee will not accrue any additional PTO until the employee uses PTO and drops below the maximum cap. The rules in this policy regarding accrual, carryover and maximum cap apply unless otherwise required by applicable law.

All requests for PTO should be made to the employee's supervisor or Management as soon as possible. The Company will try to accommodate requests as long as operations are not affected. Normally, at least a 7-day advanced notice is expected and necessary for foreseeable requests to be approved. If the PTO is needed for unforeseen illness or emergency situations or if being used for paid sick leave reasons in paid sick leave jurisdictions, then employees should provide as much notice as reasonably possible or as required by law. PTO cannot be used on a day you call off of work, unless (1) the PTO is being used for paid sick leave reasons; (2) the need was not reasonably foreseeable; and (3) the employee gave notice as soon as practicable on that day (i.e., the day the employee intends to use PTO for paid sick leave reasons).

Employees generally will not be approved to take PTO during high volume periods such as the months of November, December, and January and Prime Days unless the employee works in a paid sick leave jurisdiction and the PTO is needed for a recognized paid sick leave reason.

Employees are responsible for accurately recording all PTO in the Company's timekeeping system. When a full-time employee scheduled to work 40 hours per week takes an entire day off as PTO, 10 hours of PTO should be recorded.

Employees are encouraged to use their available PTO. Management retains the discretion to require PTO to be used for any scheduled hours that an employee was unable to work due to tardiness, being absent, or leaving work early, unless otherwise prohibited by law. PTO is intended for personal time off and is not intended to be used to make up for hours not worked in a given week in order to bring time up to weekly standard hours.

If all PTO is exhausted, unpaid time off may not be taken without prior approval of the employee's supervisor, Management, and/or Human Resources. Employees may not borrow PTO that has not yet accrued.

PTO taken during a given workweek will not be included as hours worked for purposes of calculating overtime. Upon separation of employment, the Company will pay out any accrued but unused PTO subject to the maximum accrual cap.

PTO Use for Paid Sick Leave Reasons

To the extent applicable state or local laws mandate the accrual and use of paid sick leave and an employee works in a paid sick leave jurisdiction, this policy is intended to ensure that employees who work in those jurisdictions are provided with paid sick leave in accordance with the rules and definitions of the applicable law. Employees who regularly work in a state or local jurisdiction that requires paid sick leave may use paid time off consistent with any applicable state or local paid leave requirements, including the following:

- To attend appointments or receive care for the employee's own physical or mental illness, injury, or medical condition, including conditions requiring home care, professional medical diagnosis or treatment, or preventive care; or
- To attend appointments or provide care for an eligible family member's physical or mental illness, injury, or medical condition, including conditions requiring home care, professional medical diagnosis or care, or preventive care; or
- To address the psychological, physical, or legal effects of domestic violence, sexual assault, or stalking for the employee and, where applicable, the employee's family member or "household member" (including stepparents and stepchildren, grandchildren, current and former spouses and domestic partners, persons who have a child in common, adult persons related by blood or marriage, adult persons who have resided or are residing together, and persons 16 years of age or older who are or were residing together and who are or were in a dating relationship); or
- To take time off when an employee's place of business or a child's school or place of care has been closed by order of a public official due to a public health emergency; or
- Any other reason allowed under applicable paid sick leave law.

For purposes of this policy only, "family member" means the employee's spouse or registered domestic partner; a child of the employee (regardless of age, and including biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis); a parent of the employee or the employee's spouse/registered domestic partner (including biological, adoptive, or foster parent; stepparent or legal guardian; or a person who stood in loco parentis when the employee was a minor child); a grandparent of the employee; a grandchild of the employee; a sibling of the employee; a designated person of the employee's choice; or any other individual required under applicable law.

Other Paid Sick Leave Laws

There are some state/local paid sick leave laws that impose additional or different paid sick leave requirements, including:

Colorado, Illinois, Minnesota, New Mexico, and New York (including New York City) – Eligible employees working in these locations are entitled to use paid sick leave as it is accrued and are not required to wait until their first payroll period.

To the extent anything in this Policy contradicts or fails to satisfy state or local paid sick leave laws, the Company will comply with the applicable state and local law.

No Retaliation

The Company prohibits discrimination or retaliation against employees because of an employee's request for, or use of, PTO as legally-mandated paid sick leave under federal, state, or local law. If Resources so the matter may be reviewed and appropriate corrective action may be taken.

EMPLOYEE EXPENSE POLICY

Our Employee Expense Policy outlines how we will reimburse employees for work-related expenses. This policy applies to all of our employees who must spend money for work-related activities. BTK Rush Inc. will reimburse all reasonable business expenses, after they are approved. Before incurring any business expenses, however, please confirm with your Manager that you are entitled to receive the reimbursement (these are on a case by case basis and not for all employees).

Expenses may include but are not limited to:

- Travel expense accommodations
- Travel expense transportation (air, car, etc.)
- Local transportation during trips (ride share fares, rental cars, taxi fares, etc.)
- Other minor expenses that have been approved by an employee's manager (i.e. cell phones and other tools required by BTK Rush Inc. to perform the job).

All expenses must, if possible, be pre-approved by your manager and all expenses must be accompanied by a receipt. Failure to obtain pre-approval or to provide a receipt may result in your expenses being denied. Expenses deemed to be excessive in nature or non-business related also may be denied.

Approved expenses need to be submitted no later than 30 days from the date the purchase was made. Any expenses older than 30 days from the date the purchase was made will not be reimbursed unless required by applicable law.

PRIVACY POLICY FOR VEHICLE CAMERA TECHNOLOGY

Amazon Logistics, Inc. ("Amazon") makes vehicles available to the Company, which is a Delivery Service Partner ("DSP"), for Delivery Associates to use in connection with the pick-up, delivery, and related services ("Services") that the Company provides to Amazon. These vehicles may be equipped with camera technology (the "Technology"). The primary purposes of the Technology are to assist in the protection and safety of drivers and property, prevention of criminal offenses, and defenses of potential legal claims. This Privacy Policy describes the information collected by the Technology, and how that information is used, shared, and protected by Amazon and the Company. All drivers are required to review this policy and consent to the use of the Technology in DSP vehicles.

What Personal Information About Delivery Associates Does the Technology Collect?

Depending on what Technology the vehicle is equipped with, it may collect the following information:

- Delivery Associate identification information, such as full name, email address, face image, and biometric information. To learn more about use of face images and biometric information, please see the **Vehicle Technology and Biometric Consent** form (which will be provided to you during the onboarding process), and the **Photos Use and Biometric Information Retention Policy** below.
- Video camera recordings of the vehicle interior (including occupants of the driver and passenger seats) and external views to the front, right, and left of the vehicle. Portions of this footage may be uploaded from the device to Amazon or the Technology's third party secure servers, for example, in the following circumstances:
 - Immediately when you tell the camera to record and upload;
 - Immediately when the camera detects that a potential safety incident has occurred;
 - If still available, when requested by Amazon or your Company; and
 - Immediately when information useful to improve maps and routing is detected.
- Information related to your operation of the vehicle, including the following:
 - Vehicle location and movements, such as miles driven, speed, acceleration, braking, turns, following distance;
 - Contextual factors outside the vehicle, such as traffic lights and stop signs, proximity to other vehicles, whether the vehicle is in a construction or school zone;
 - Potential traffic violations, such as speeding, seatbelt non-compliance, and failure to stop at a stop sign; and
 - Potentially risky driver behavior, such as distracted driving or drowsy driving.

How Does Amazon Use the Information Collected?

Amazon uses the collected information for the following purposes:

- To verify your identity
- To promote your safety and the safety of Amazon personnel and others, including by providing real-time in-vehicle alerts via the Technology when potentially dangerous conditions or behavior are detected
- To assess your ongoing eligibility to perform services under your DSP's contract with Amazon, in accordance with Delivery Associate eligibility requirements and service standards agreed to with the Company
- To manage Amazon's contractual relationship with the Company, including assessing the Company's compliance with Amazon policies and service standards
- To support DSP operations, safety programs, and incident investigations by making the Technology available to the Company via a secure portal
- To troubleshoot and improve Amazon's services and the delivery experience
- To improve the accuracy of mapping, routing, and navigation data
- To support insurance claims or disputes
- In legal proceedings and/or to defend Amazon's legal position in legal proceedings

With Whom Will Amazon Share the Information Derived from the Technology?

- Your Employer DSP: The data is available to the Company through a secure portal.
- Amazon Group Companies: Your personal information may be disclosed by Amazon to other Amazon affiliates. All Amazon entities we share your information with are either subject to this Privacy Policy or follow practices that are at least as protective as those described in this Privacy Policy. We only share your information with Amazon entities that have a need to know or have access to it and where lawful to do so.
- Third-Party Service Providers: Third-party providers may be permitted to access, use, and retain your personal information only for the purpose of providing services to Amazon as described in this Privacy Policy and only in a manner consistent with this Privacy Policy. Except for the purposes set forth above, Amazon does not otherwise share the information derived from the Technology with any third parties and does not sell the information.

How Does Amazon Secure Your Personal Information?

Amazon will use appropriate and reasonable technical and organizational security measures to protect the information from loss, misuse, unauthorized access, disclosure, alteration, and destruction, and will restrict access to those who need to know the information.

How May We Use the Information Collected?

A DSP may use the information for employment purposes, including as part of an investigation of suspected misconduct or violation of safety or other Company policies based on the reasonable belief of management or litigation requirements. Where the information is used in disciplinary proceedings, it will be retained and the employee will be permitted access to the information within one month of the request. Under appropriate circumstances, the information may be provided to law enforcement. In defenses of legal claims, or in pursuance of civil recovery, the information may also be provided to the Company's legal representatives and may be used as evidence in legal proceedings.

How May Your Company Secure Your Personal information?

To the extent that the Company may access your personal information, it will use appropriate and reasonable technical and organizational security measures to protect your personal information from unauthorized access or disclosure and will restrict access at the Company to those managers and supervisors who need to know the information.

PHOTOS USE AND BIOMETRIC INFORMATION RETENTION POLICY

Amazon Logistics, Inc. and its affiliates ("Amazon") require that users of the Amazon delivery application provide a photo for identification purposes. Amazon may derive from your stored photo a scan of your face geometry or similar biometric data ("Biometric Information"). Amazon uses your stored photos (including your photos that we already have on file or photos we may obtain from delivery vehicle cameras and technology), driver's license, or government-issued ID and Biometric Information from such photos for identification and driver account login purposes. This can include making sure it is you who is doing the delivery and using your photo to identify you to customers and Amazon personnel. The photo is also used on your in-app ID card. Additionally, drivers of fleet vehicles equipped with safety technology, including technology provided by Netradyne, Inc. ("Netradyne"), may have their photos

taken by onboard cameras for identity verification and account login purposes. Amazon may derive from your photo Biometric Information to compare to Biometric Information from photos Amazon has on file.

This policy governs our retention of users' photos and Biometric Information. Amazon generally retains a user's Biometric Information only for as long as it takes to complete the verification of your identity, but may retain Biometric Information for up to 30 days after it is generated. Thereafter, Amazon will promptly delete the Biometric Information. Note that this means Amazon may need to retain your Biometric Information after you stop using the Amazon delivery application for purposes of ongoing fraud detection and investigation. Amazon will retain your photos while you use the Amazon delivery application and thereafter for so long as permitted by law or until you request that Amazon delete your photo. You may request deletion of your photo by contacting support, but deleting your photo will block your access to the Amazon delivery application until you replace it and it is checked for validity.

Amazon may disclose your photos to third party providers of Amazon or have such third party providers collect your photo directly via use of their technology, including Netradyne, but such third party providers shall be permitted to access, use, and retain Biometric Information only for the purpose of providing services to Amazon as described herein and only in a manner consistent with this policy. Amazon does not otherwise share your photos or Biometric Information with any third parties and does not sell your photos or Biometric Information, and all such third party providers (including Netradyne) are contractually obligated to comply with this policy.

BIOMETRIC POLICY

During your employment with BTK Rush Inc. ("the Company"), you may use biometric equipment ("Equipment") for various business purposes, which may include recording your time worked, to enter or exit rooms, or to access equipment, items, or information. This policy explains how the Company may collect, store, use, disclose, and destroy a scan of your finger, hand, face, retina, iris, or voiceprint in compliance with the Biometric Information Privacy Act or applicable law, and supplements any prior communications and policies that relate to this subject.

Conversion of Your Scan Into an Unrecognizable Mathematical Representation

The first time you use the Equipment, it scans your finger, hand, face, retina, iris or voiceprint and converts the image into an unrecognizable mathematical representation ("Mathematical Representation") such as 72!E7fad4CAB?532B4%D6A\$386B3ka8C#947369. Each subsequent scan is compared to your initial stored Mathematical Representation to confirm your identity.

Retention and Destruction of Your Mathematical Representation; Prohibition on Unauthorized Disclosure

Depending on the Equipment used, your Mathematical Representation is housed on Equipment and/or servers ("Servers") that are maintained and secured by the Company or third-party vendors ("Vendors"). The Company and its Vendors treat your Mathematical Representation as confidential and sensitive information and exercise reasonable care to store, transmit, and protect your Mathematical Representation from disclosure to unauthorized third-parties.

The Company and its Vendors will not sell, lease, trade, or otherwise profit from your Mathematical Representation. The Company and its Vendors will not disclose your Mathematical Representation

unless required by law, the disclosure completes a financial transaction authorized by you or your authorized representative, or you otherwise consent to the disclosure.

If the Company or its Vendors service the Equipment, Server, or software, you must consent to disclosing your Mathematical Representation or otherwise giving them access to it to make the repair, maintenance, upgrade, or change, or to destroy your Mathematical Representation. Your Mathematical Representation will be timely destroyed within 90 days of the earlier of when your use of the Equipment ends or your employment ends, or in accordance with applicable law, unless a longer retention period is required.

If you have any questions or concerns regarding this policy and consent form, you will promptly communicate them in writing to your manager or Human Resources, who will address them. This policy is available to you and the public at any time upon request.

CONSENT TO AUTOMATED CALLS AND TEXT MESSAGES POLICY

During your employment, the Company may want to communicate with you relating to your job via automated and/or prerecorded telephone calls and/or text messages. By accepting and maintaining employment with the Company, you consent to receiving automated and/or prerecorded calls and/or text messages at any number you provide to the Company. You consent to receiving such communications sent from the Company and any Company employees, agents or vendors who are authorized to call and send text messages on behalf of the Company.

Message frequency varies. Message and data rates may apply.

To ensure the Company has your current information on file, you are required to promptly notify tina@btkrush.com of any change in your telephone number(s). This consent covers any and all updated telephone numbers.

You have the right to revoke your consent at any time by emailing tina@btkrush.com and stating that you wish to revoke your consent to receiving automated calls or texts on your personal mobile telephone.

INTRODUCTORY PERIOD AND ORIENTATION

The first 3 months (90 days) of employment will be an introductory period designed for you to determine if the Company is a good fit for you and for the Company to assess your skills and ability to perform the essential job functions. Your job performance will be reviewed by your supervisor/manager during this time. If an employee is not performing well during the introductory period, the employee may be terminated or the introductory period may be extended. Successful completion of the introductory period does not guarantee employment for any specific duration or otherwise alter your at-will employment relationship.

MOBILE DEVICE AND COMPANY EQUIPMENT POLICY

The Company will provide to employees mobile devices and other equipment necessary to perform the essential functions of their job. Mobile devices and other equipment provided by the Company are property of the Company. Employees who misuse or damage Company property may be subject

to disciplinary action, up to and including termination of employment. The following are guidelines applicable to use of the Company's mobile devices and other Company-issued property.

Mobile Devices

Drivers will be provided a Company mobile device each shift for use during their deliveries. Company mobile devices may be equipped with software that might allow the Company and the third-party software administrator visibility into applications used by employees on the Company-owned device. The Company mobile device is strictly for business purposes and employees are prohibited from any personal use of the mobile device. The mobile device may only be used for business purposes. Employees are prohibited from downloading any apps or any other programs on the mobile device. The mobile device is Company property and employees have no reasonable expectation of privacy when using the mobile device. Employees are prohibited from using the mobile device to store personal photos, pictures, videos, text messages, or any other non-business related information. Violations of this policy may result in disciplinary action, up to and including termination of employment.

Employees are prohibited from talking on the mobile device, surfing the internet, or texting on the mobile device while driving. This is a violation of Company policy. If employees have a hands-free device, they may be able to use the mobile phone feature while driving. However, employees must follow all state and local driving laws. Employees needing to use the mobile device for business reasons should pull over and use the device after being safely parked, including if the device will be used for any texting or internet searches. The mobile device must be returned at the end of the employee's shift, or as otherwise specified by the employee's supervisor. Any employee who fails to return a mobile device upon request by the Company, intentionally damages a mobile device, or violates any other provision of this policy may be subject to disciplinary action, up to and including termination of employment.

Other Company-Provided Equipment and Business Communications

The Company may provide drivers with other equipment and access to Company communication systems for business use only. Company equipment and communication systems may be equipped with software that might allow the Company and the third-party software administrator visibility into applications used by employees on the Company-owned equipment and communication systems. All equipment issued to an employee, or communications shared over business accounts (including email, instant messaging, group chat, and similar systems) by the Company is Company property and must be used only in a manner authorized by the Company. Any Company-issued equipment must be returned when specified by an employee's supervisor. Employees have no reasonable expectation of privacy when using Company-issued equipment or when utilizing the Company's communication systems. Employees who misuse, misappropriate, or damage any Company-issued property, including using Company-provided equipment for non-business reasons, will be subject to disciplinary action up to and including termination of employment.

Employees also must adhere to Company policies, including the Company's Rules of Conduct Policy, Social Media Policy guidelines, and EEO, Non-Discrimination and Non-Harassment Policy, when utilizing the Company's communication systems. Violations of any Company policy when utilizing Company equipment and/or communication systems may lead to discipline, up to and including termination of employment.

Employees are advised that any and all telephone conversations or transmissions, electronic mail or transmissions, or internet access or usage by an employee by any electronic device or system, including but not limited to the use of a computer, telephone, wire, radio or electromagnetic, photo-electronic or photo-optical systems may be subject to monitoring at any and all times and by any lawful means. By acknowledging receipt of the Company's Employee Handbook, an employee acknowledges receipt of this notice.

TOBACCO USE, SMOKING, AND VAPING POLICY

The Company is committed to providing a safe and healthy workplace and to promoting the health and well-being of its employees. As such, the following policy has been adopted and applies to all employees.

Employees are prohibited from smoking, vaping, or using tobacco or tobacco-related products, including oral tobacco products or "spit" tobacco, in any Company vehicles. Tobacco use is also prohibited on Company and Amazon property, except in designated areas.

Smoking is defined as the act of lighting, smoking, or carrying a lighted or smoldering cigar, cigarette, or pipe of any kind. Vaping refers to the use of electronic nicotine delivery systems or electronic smoking devices such as e-cigarettes, e-pipes, e-hookahs, and e-cigars.

Smoking and vaping is permitted only in designated outdoor areas. Employees who violate this policy may be subject to disciplinary action up to and including immediate termination of employment.

ROMANTIC RELATIONSHIPS POLICY

Romantic relationships that develop among coworkers are potentially disruptive to Company business.

Romantic relationships between management employees and subordinates can create conflicts of interest that adversely impact the Company. Therefore, management employees are expressly prohibited from dating or engaging in a romantic relationship with any subordinate employee. Additionally, all employees are prohibited from becoming romantically involved with other employees when, in the opinion of the Company, their personal relationship may create a conflict of interest, cause disruption, create a negative or unprofessional work environment, or otherwise affect morale. Employees must inform the Company of all dating or romantic relationships with coworkers so that the Company can determine whether a potential conflict exists.

Any employee who violates this policy, including failing to disclose a romantic relationship, will be subject to disciplinary action, up to and including termination.

TERMINATION OF EMPLOYMENT POLICY

Employees who wish to voluntarily terminate their employment relationship are urged to provide notice to the Company at least 2 weeks in advance of their intended termination. Such notice should preferably be given in writing to the Company's Owner or Human Resources Department.

As mentioned throughout this handbook, all employment relationships with the Company are on an at-will basis. The Company reserves the right to terminate the employment relationship of any employee at any time, with or without cause, reason, or notice.

The Company reserves the right to accept an employee's notice of resignation effective immediately, or to accelerate the notice period, as the Company deems appropriate. In such instances, the employee will be paid only until his or her last day of active employment. Final wages will be paid in accordance with applicable law.

An employee whose employment terminates either voluntarily or involuntarily must return all property owned by the Company and all other items in his or her possession or control issued to them by the Company.

PERSONAL LEAVE OF ABSENCE

If you are full-time employee with at least 90 days of service, you may request an unpaid personal leave of absence under this policy. Management, at its discretion, may allow employees an unpaid leave of absence for up to 30 days for non-medical personal reasons. This policy is not available to employees who need a leave of absence for their own medical reason. Employees are not entitled to an unpaid personal leave of absence under this policy. Any personal leave is at the discretion of management. Employees may use personal leave for non-medical reasons, family reasons, or medical reasons relating to a family member. Employees on an unpaid personal leave of absence under this policy have no guaranteed rights to job protection or re-employment. The Company will make every effort to return an employee to his/her same job or an equivalent job position. With the approval of Human Resources or Owner, under extenuating circumstances, an unpaid personal leave of absence may be extended for a duration greater than 30 days. However, such exceptions will be rare and based on the particular circumstances and need of the particular employee. Any employee who does not return to work upon completion of a personal leave of absence will be terminated and considered to have voluntarily quit employment.

Request for personal leave of absence will be evaluated based upon the extenuating circumstances of the need for leave, as well as your performance, prior attendance, and the effect the leave would have on the business/workload if the request is approved. Personal leaves are approved at the sole discretion of the Company.

NEXT MILE PROGRAM

Overview

The Company provides eligible employees with the opportunity to voluntarily enroll in the Next Mile Program. Employees are not required to enroll in the Next Mile Program and employees are not required to enroll in any courses through the Next Mile Program. The Next Mile Program is simply

a benefit provided by the Company to eligible employees. Participation is strictly voluntary and an employee's decision to participate will not impact employment eligibility.

The Next Mile Program is an education and tuition assistance program, with both upfront tuition coverage and tuition reimbursement options, which enables enrolled employees to advance their education with high school diplomas, English language learning, undergraduate and graduate degrees, skills courses, CDL programs, and professional certificates. Through this program, eligible enrolled employees will receive up to \$5,250 in tuition coverage each calendar year to support their academic and professional growth. The upfront tuition option is available for in-network courses that are offered through the Next Mile Program. Tuition reimbursement is available for courses completed at out-of-network institutions.

Eligibility

To be eligible to enroll for the Next Mile Program, an employee must have worked for the Company for at least 90 days and must work an average of three days per week as a driver, as reported in the Flex App. In order to remain eligible to enroll in additional courses through the Next Mile Program after having reached 90 days, the employee must continue to work at least an average of three days per week as a driver. In addition, for tuition reimbursement, employees must pay tuition and fees out-of-pocket and submit a request for reimbursement within 60 days of successful completion of a course, along with all documentation of the coursework completion with a final grade of C or better.

All employees who elect to enroll in the Next Mile Program must create an account on the Next Mile platform and apply or enroll in programs via the Next Mile website.

Costs

If an employee chooses to enroll in in-network courses, the learning institution will be paid directly up to \$5,250 in tuition costs per calendar year by the Company. If an employee were to exceed the \$5,250 limit in a calendar year, the employee will be billed directly by the learning institution for any costs above that limit. Unless expressly agreed to in writing by the Company, the Company will not cover, and is not be responsible for, Next Mile tuition costs in excess of \$5,250 per year.

If an employee chooses to enroll in out-of-network courses, the employee can submit for tuition reimbursement upon successful (i.e., C or better) course completion within 60 days of completing the course. Tuition reimbursement requests will be reviewed and approved in accordance with the Next Mile Program's tuition reimbursement policy and rules. Employee with approved tuition reimbursement requests will be reimbursed through payroll.

Employees are responsible for paying any application fees, any remaining tuition above what is covered under the Next Mile Program each calendar year (i.e. any tuition costs over \$5,250), and any additional expenses, such as books and supplies.

Course Activities

If an employee chooses to enroll in courses through the Next Mile Program, the expectation is that the employee will complete any and all courses and coursework outside of working time. Employees

are prohibited from attending courses and/or completing coursework while on the clock and performing work for the Company.

Effect of Employment Termination

An employee's eligibility to participate in the Next Mile Program ends at termination of employment. At that time, an employee would no longer be eligible for tuition reimbursement for an out-of-network course that has not been successfully completed at the time of termination of employment. An employee would be able to complete any in-network classes for which the employee is currently enrolled, but the employee would not be eligible to receive reimbursement for any additional classes.

Program Modification or Termination

This Policy may not contain all of the terms and conditions of the Next Mile Program, which are available on the Next Mile website. The Company's participation in the Next Mile Program is subject to change or termination at any time, at the sole discretion of the Company. The Next Mile Program is also subject to change or termination at any time.

DRUG AND ALCOHOL-FREE WORKPLACE POLICY AND PROCEDURE

Policy

The Company is committed to maintaining a work environment that is free from the influence of both illegal drugs and alcohol. This commitment is designed to help protect the health, safety, and wellbeing of our employees, visitors, customers, and applicants for employment, temporary/contingent workers, and the like. This policy applies to all employees and applicants for employment (hereinafter collectively "Covered Persons"). In support of this effort, Company has adopted this Drug and Alcohol-Free Workplace Policy (the "Policy") for all full-time, part-time, hourly, salaried, temporary and contingent workers at all Company locations, including managers and supervisors.

To this end, Company has adopted a comprehensive list of guidelines designed to maintain a drug and alcohol free workplace and to ensure compliance with all applicable regulations and requirements. Facets of this program may also extend to contractors and other persons conducting work on behalf of the Company.

Company will enforce this Policy in a manner that is consistent with applicable federal, state, and local law.

This Policy supersedes any prior policy as well as other written or oral statements or representations by Company that are inconsistent with this Policy.

Please note: This Policy in no way guarantees employment for a certain period of time or otherwise alters the at-will employment relationship with Company, nor does it create an express or implied contract of employment.

Definitions: For purposes of this Policy, the following capitalized words and terms mean:

1. **Illegal Drug:** means any drug or controlled substance that is not legally obtainable under both applicable state and federal law without a valid prescription, including but not limited to amphetamines, barbiturates, benzodiazepines, cocaine, designer drugs, hallucinogens, marijuana, methaqualone, opioids (opiates, such as heroin, codeine, morphine, and semi-synthetic/synthetic opioids, such as hydrocodone, hydromorphone, oxycodone, oxymorphone,

and methadone), phencyclidine (PCP), propoxyphene, and/or any substances and/or materials that are prohibited by federal or applicable state regulations.

2. **Premises or Property:** means buildings, parking lots, vehicles owned or leased by Company or Amazon or used for Company purposes, work facilities and plants, warehouses, equipment, or land used by Company or Amazon or its customers or suppliers.
3. **Safety-Sensitive Positions:** means positions that require tasks involving a potential risk of injury to self or others, or creates a direct threat or risk to the health and safety of self or others, or as otherwise defined by applicable federal, state, or local law. Any Covered Persons responsible for the health, safety, and welfare of Company employees are also considered to work in a Safety-Sensitive Position. All driving positions are considered Safety-Sensitive Positions. *See* Appendix A.
4. **Unauthorized Substances:** means over-the-counter or prescription drugs used, possessed, purchased, obtained, transferred, dispensed, trafficked, sold, or distributed in violation of this Policy. *See* "Prohibitions," sections 4(a)-(d) below. Unauthorized substances also includes substances that cause drug-like effects, but which may not necessarily be illegal under applicable laws, used for a purpose other than their intended purpose, and specifically includes the inhalation of an intoxicating substance (*e.g.* nitrous oxide, glue, cleaning products) and used in an unsafe manner or quantity so as to impair the employee's ability to safely and adequately perform their job responsibilities.

Prohibitions: Covered Persons are prohibited from engaging in the conduct outlined in this section:

1. Covered Persons are prohibited from reporting to work, being on Company Premises or Property, or performing work (on or off Company Premises or Property) while under the influence of alcohol, Illegal Drugs, and/or Unauthorized Substances.
2. Covered Persons are prohibited from applying for employment, reporting to work, being on Company Premises or Property, or performing work (on or off Company Premises or Property) with alcohol in their system sufficient to yield a positive alcohol test result and/or with Illegal Drugs (and/or drug metabolites) in their system which meets or exceeds nationally accepted standards for determining detectable levels of controlled substances as adopted by the federal Substance Abuse and Mental Health Services Administration or applicable state law.
3. Covered Persons are prohibited from using, possessing, purchasing, selling, manufacturing, transferring, dispensing, trafficking, or distributing (or attempting to use, possess, purchase, transfer, dispense, traffic or distribute) alcohol, Illegal Drugs, and/or Unauthorized Substances, including related paraphernalia, in any amount, in any manner, or at any time, on Company Premises or Property, or while performing work (on or off Company Premises or Property).
4. Covered Persons are prohibited from using, possessing, purchasing, transferring, dispensing, trafficking, or distributing (or attempting to use, possess, purchase, transfer, dispense, traffic, or distribute) over-the-counter, or prescription drugs on Company Premises or Property or while performing work, as set forth below. Specifically, Covered Persons are prohibited from using, possessing, purchasing, transferring, dispensing, trafficking, or distributing (or attempting to use, possess, purchase, transfer, dispense, traffic, or distribute):
 - (a) prescription drugs that are not prescribed to the Covered Person and/or prescribed on an invalid or non-current prescription;

- (b) prescription drugs that are prescribed to the Covered Person at non-therapeutic levels or used in a manner or quantity other than as set forth in the prescription;
 - (c) over-the-counter drugs in a manner or quantity other than set forth in the directions;
or
 - (d) over-the-counter or prescription drugs in an unsafe manner.
5. Covered Persons are prohibited from refusing to provide an adequate drug or alcohol test sample/specimen without a valid medical basis, refusing to cooperate during collection or testing, or failing to report (or report promptly) to the collection site without a legitimate reason.
 6. Covered Persons are prohibited from providing an altered, adulterated, diluted, or substituted drug or alcohol test sample or specimen. Covered Persons are prohibited from using a device or substance to interfere or attempt to interfere with a drug or alcohol test.
 7. Excepting the need for first-aid or emergency medical care (or where otherwise provided by law), Covered Persons asked to submit to a post-accident or reasonable suspicion alcohol or drug test are prohibited from using alcohol or drugs (including over-the-counter or prescription drugs) for 8 hours following the accident or determination of reasonable suspicion, or until the Covered Person undergoes an alcohol or drug test, whichever occurs first.
 8. Covered Persons are prohibited from failing or refusing to report a conviction for a drug-related offense within 5 days of such conviction, even if the activities giving rise to the conviction did not occur on Company Premises or Property, or while performing work for Company.

Marijuana: Note that it is Company's intention to comply with all applicable federal, state, and local laws. Where state and federal law differ, however, Company will comply with federal law, except where otherwise provided. In the absence of state law to the contrary, Company considers marijuana to be an Illegal Drug for purposes of this Policy in *all* states – even those states that allow for medical and/or non-medical use.¹ Moreover, even if an individual's use of marijuana may otherwise be permissible under state law, the use or possession of marijuana or being under the influence or impaired by marijuana on Company Premises or Property or while performing work for Company is strictly prohibited.

Alcohol Use at Company Events: Alcohol is served at certain Company-sponsored events and/or business-related activities. At those events, alcohol consumption by Covered Persons (in moderation) does not violate the terms of this Policy so long as the Covered Person exercises good judgment and so long as the Covered Person acts in a lawful, safe, professional, and responsible manner at all times.

Appropriate Use of Prescription Medication

Covered Persons' proper and legal use of over-the-counter medication or medication that has been prescribed by a physician for that Covered Person is not prohibited by this Policy. It is each Covered Person's responsibility to check with a physician or other licensed medical provider regarding

¹ Company will not discriminate against **Arizona, Arkansas, Connecticut, Delaware, Illinois, Massachusetts, Missouri, Nevada, New Jersey, New Mexico, New York, Oklahoma, Pennsylvania, Rhode Island, South Dakota, Virginia, or West Virginia** Covered Persons based on their status as a patient enrolled in a medical cannabis registry program. In **Connecticut, Illinois, Montana, New Jersey, New York, or Rhode Island**, the Company will not discriminate against applicants/employees for the off-duty, off-premises use of marijuana, but may still be subject to disciplinary action for any positive test for marijuana in accordance with applicable state law. In **California**, the Company will not discriminate against applicants/employees for the off-duty, off-premises use of marijuana, nor will the Company discriminate against applicants/employees for a drug screening test that found the person to have non-psychoactive cannabis metabolites in hair, blood, urine, or other bodily fluids. Employees are prohibited from using, possessing, or being impaired by marijuana on Company premises or during working hours (on or off Company premises), including breaks, or in **Illinois**, while on-call after being given at least 24 hours' notice to be on standby or otherwise responsible for performing tasks related to the person's employment.

whether the use of any medication may adversely affect performance or safety at work. Company does not unlawfully discriminate against employees or applicants on the basis of disability. *Covered Persons who seek a reasonable accommodation due to an underlying disability are encouraged to submit any requests to Management, Human Resources, or Owner.*

A Covered Person who is using or tests positive for a prescription drug for which they have a valid prescription, but which drug use may pose a direct threat to the employee or others in the workplace (or which otherwise adversely affects the employee's job performance), may be subject to further assessment. In such cases, Company will conduct an individualized assessment of the individual's ability to perform the essential functions of the job in question while utilizing such drug without posing a direct threat to the health or safety of the employee or others in the workplace, before taking any further action related to the employee's employment.

Medication Disclosure

Covered Persons in Safety-Sensitive Positions who are taking a drug or medication which adversely effects, or which may reasonably be expected to adversely effect, the Covered Person's ability to perform work in a safe and productive manner, are required to promptly report the use of such drug and/or medication to Management, Human Resources, or Owner using the Medications Disclosure Form and Authorization for Release of Information attached hereto. *See Appendix B.* When making such a disclosure, Covered Persons need not disclose any underlying medical condition unless specifically requested by safety personnel or Management, Human Resources, or Owner for purposes of evaluating reasonable accommodations while the employee uses the medication. Such disclosures will be, to the extent appropriate, treated confidentially by Company. This Medications Disclosure Form is job-related and consistent with business necessity.

Upon receipt of the completed Medications Disclosure Form, Management, Human Resources, or Owner, and where appropriate, the Covered Person, the Covered Person's physician and/or the Covered Person's supervisor(s), will determine the appropriate response consistent with applicable law.

Non-Discrimination

In accordance with the Americans with Disabilities Act and state anti-discrimination laws, Company does not discriminate against any Covered Person who is a qualified individual with a disability, who is not currently using Illegal Drugs and who has either successfully completed a rehabilitation program, or who may be currently participating in a supervised rehabilitation program and is no longer using Illegal Drugs. A current disability of any kind, however, does not entitle an employee and/or job applicant to violate any provisions of this policy.

Drug and Alcohol Testing Procedures

Testing: Company will perform drug and alcohol testing on Covered Persons in a manner consistent with applicable law.² Company may test for the presence of some or all of the substances defined above as Illegal Drugs and/or alcohol.³ Covered Persons have the right to refuse to undergo drug or alcohol testing. However, refusal to undergo drug or alcohol testing as set forth in this Policy, will result in discipline up to and including termination of employment. Applicants for employment who refuse to undergo drug and alcohol testing as set forth in this policy, will be ineligible for hire. The following are the types of testing that Company may employ:

1. **Pre-Employment/Post-Offer Testing:** Individuals extended a conditional offer of employment may, as a prerequisite to their employment with Company, be required to submit to a drug test. Individuals who fail a pre-employment drug test will be ineligible to reapply for 120 days following the date the Company becomes aware of the failed drug test result.
2. **Post-Accident Testing:** Covered Persons will be drug/alcohol tested (where permitted by applicable law)⁴ within 2 hours (unless not otherwise practicable) following an automobile (or delivery bicycle) accident (a) that results in (i) human fatality, (ii) bodily injury to any party that requires treatment away from the scene, (iii) disabling damage to any motor vehicle that requires a tow away, (b) at Amazon's request, or (c) to the extent required by the Company's workers' compensation insurance carrier. Drug/alcohol testing under this section will be undertaken within 2 hours (unless not otherwise practicable) after the reported injury or accident. Drug/alcohol testing under this section will be applied in a neutral fashion, to foster a safe work environment, and will only be undertaken to identify drug/alcohol use in the recent past. Testing under this section will not be undertaken to retaliate against employees for reporting workplace injuries. Employees who have been required to submit to a drug /alcohol test as a result of an accident will not be allowed to drive themselves to a clinic for drug/alcohol testing, or return to work, until the results of the drug/alcohol test become available to Company.
3. **Reasonable Suspicion/For Cause Testing:** Covered Persons will be drug/alcohol tested when there is a reasonable belief based on specific facts and rational inferences drawn from those facts that a Covered Person is engaged in the inappropriate or illegal use of drugs/alcohol and/or has violated this Policy (where permitted by applicable law). Such specific facts and reasonable inferences would include, but are not limited to, contemporaneous, articulable observations or suspicions concerning the use of Illegal Drugs, any unauthorized substance, or alcohol; performance decline; an individual's appearance, behavior, speech, or an odor of drugs or alcohol that suggest the employee has been using or has recently used drugs or alcohol in violation of the company's policy body odor (e.g., smell of alcohol), which suggest that the individual has abused a controlled substance or misused alcohol; the presence of suspected Illegal Drugs, alcohol, or drug paraphernalia on the individual's person or in the individual's workspace; or other indications that the individual may be in violation

of the Policy. Reasonable suspicion determinations may be based on supervisor observations, as well as credible reports from co-workers and third parties. Such specific facts and reasonable inferences should, when possible, be observed by two or more people. Such persons will not be allowed to drive themselves to a clinic for drug/alcohol testing, or return to work until the results of the drug/alcohol test become available to Company.

Testing Procedures:

Drug or alcohol test samples/specimens (typically breath⁵ in the case of alcohol and typically urine, oral fluid, or hair in the case of drugs) will be collected in private by a certified collector approved by Company. The collector will maintain appropriate chain of custody procedures and documentation. All reasonable attempts will be made to protect the privacy of individuals providing drug/alcohol samples/specimens and sample collection shall be conducted in accordance with applicable federal, state, or local law.

Immediately after Company determines that a Covered Person shall be tested, a Company representative will direct or escort the Covered Person to a collection site or certified collector to facilitate the collection of the appropriate specimen.

Company will pay the full cost of any testing it has requested or required of a Covered Person, with employees being reimbursed for the reasonable cost of any transportation to and from the designated collection facility. (Job applicants will not be reimbursed for the cost of transportation to and from the designated collection facility.)

Company will normally schedule testing of currently employed Covered Persons during, or immediately before or after, a regular work period. Time spent complying with testing required by Company under this policy is considered work time for purposes of compensation and benefits.

Testing Results:

For a drug screen that has been determined by the Company's Medical Review Officer (MRO) to be "negative but diluted," the Covered Person will immediately be sent back or transported to the collection site for a retest. The last test will be the test of record for purposes of Company policy. Covered Persons will not be retested when results are positive, nor when the sample is substituted. Refusal to cooperate in any retest is considered a violation of this policy and will be grounds for termination of employment. If the second specimen after testing is deemed "negative but diluted," the test will be considered "negative" for purposes under this policy.

A Covered Person shall not be deemed to be positive on a drug or alcohol test until the Covered Person's sample/specimen has been subject to confirmatory testing; the confirmatory test will be by gas chromatography mass spectrometry where required by applicable law or by another comparably reliable analytical method. Confirmatory testing will be conducted by a laboratory certified in accordance with applicable federal, state, or local law.

A drug test will be considered positive when the screening levels established by the testing laboratory are exceeded. Information regarding the screening cutoff levels for various drugs will be made available upon request.

Positive test results (including results determined to be adulterated or substituted) will be communicated to Company's MRO. On receipt of positive test results, the MRO will inform the Covered Person of the positive test results and discuss the results with the Covered Person. In this discussion, the MRO will provide the Covered Person with an opportunity, in confidence, to provide a medical explanation for the result (including the opportunity to identify prescription and non-prescription drug use), the opportunity to contest/rebut the positive test result, and/or the opportunity to provide any information the Covered Person feels is relevant. After speaking with the Covered Person, the MRO will report the results to Company as appropriate.^{6&7} Company will then make a determination regarding the appropriate response to the positive test results, which may include discipline, up to and including termination of employment, except where prohibited by law.⁸ Covered Persons who are discharged due to a positive test result for Illegal Drugs or alcohol will be ineligible for rehire.

The results of any and all drug or alcohol tests will be maintained in secure (locked), confidential medical files, separate from personnel files. Company will not release any information regarding the test results outside of Company without the written consent of the individual tested, except as otherwise authorized or required by law. Covered Persons may obtain copies of all information and records relating to the Covered Persons' drug or alcohol testing results, and may submit written information explaining such results.

Covered Persons are hereby on notice that refusal to submit to a test or a positive test result for Illegal Drugs or alcohol could result in an employee being denied or receiving reduced unemployment benefits, workers' compensation benefits, or both.

Education and Training

To help employees and supervisors better understand the nature of the substance abuse problem and how it affects the workplace, as well as the terms and conditions of this policy, Company makes available educational materials and training sessions on an as-needed basis and provides training in accordance with applicable laws.

Notification of Policy

Company will notify Covered Persons of this Policy by: (a) statements in all recruiting ads; (b) notices posted at all hiring locations; (c) notices in all online career pages; (d) distributing this Policy; and/or (e) making copies of this Policy available for inspection by Covered Persons during regular business hours.⁹

Acknowledgment and Consent

Any Covered Person subject to testing under this Policy will be asked to sign a form acknowledging the procedures governing testing, and consenting to (1) the test for the purpose of determining the presence of alcohol or drugs, and (2) the release to Company of medical information regarding the test results. See Appendix C. Refusal to sign the agreement and consent form, or to submit to the drug test, will result in the revocation of an applicant's job offer, or will subject an employee to discipline up to and including termination.

Reservation of Rights

Company reserves the right to administer this policy and interpret, change or rescind the policy in whole or in part, with or without notice or consideration. In addition, changes to the applicable state and federal laws or regulations may require Company to modify or supplement the policy.

Questions

Covered Persons shall direct any questions about this Policy to Management, Human Resources, or Owner.

APPENDIX A – Safety Sensitive Positions

Safety-Sensitive Positions at Company include, but are not limited to, the following positions:

All driver positions

All sorting and packing positions

APPENDIX B - Medications Disclosure Form for Safety-Sensitive Positions

You are required to disclose information about prescription drugs or over-the-counter medications you are taking which adversely effect, or which may reasonably be expected to adversely effect, your ability to safely and effectively perform your job. This disclosure will be kept confidential and will only be released to others on a need-to-know basis.

Employee Name: _____

Supervisor's Name: _____

Prescribing Physician's Name: _____

Name of Drug: _____

Date of Prescription: _____ Length of Time on Prescription: _____

Over-the-Counter Medication Name: _____

Describe the safety-related side-effects you have been warned about or you have had as a result of using this drug or over-the-counter medication: _____

AUTHORIZATION FOR RELEASE OF INFORMATION TO BE COMPLETED BY COVERED PERSONS WHO SUBMIT A MEDICATION DISCLOSURE FORM

To: Custodian of Records

I hereby authorize the use or disclosure of my health information as described below.

Name: _____

Last four digits of SSN: _____

Date of Birth: _____

Persons authorized to provide information: Any HIPAA-covered entity including, but not limited to, any doctor, hospital, pharmacy, or other medical service provider, health plan, health maintenance organization, or insurer.

Persons authorized to receive information: Company's Management, Human Resources, or Owner.

Specific description of information (including date(s) of service): Regarding the Medications Disclosure Form for Safety-Sensitive Positions that I completed for my work with Company, I hereby authorize and request you to permit Company's Management, Human Resources, or Owner to examine any and all information, documents, files, records, charts, progress notes, diagnoses, and the like, in your possession, custody, or control, concerning your care, evaluation, treatment, and billing pertaining to me, including, but not limited to, any and all information concerning matters of a physical, mental, emotional, psychological, and psychiatric nature, but shall exclude any or all psychotherapy notes kept and maintained separately from other medical records. I further authorize and request you to permit said representative to copy or reproduce the desired portions of your documents, files, records, charts, progress notes, evaluations, and the like pertaining to such care, evaluation, treatment, and billing. Records obtained pursuant to this authorization will be used for purposes of determining my ability to undertake safety-sensitive work for Company only.

I understand that I have the right to examine any mental health records that are disclosed pursuant to this authorization at any time upon request to Company.

A photocopy of this authorization is to be treated as an original.

Purpose of the use or disclosure: Determining the ability to undertake safety-sensitive work for Company.

I understand that I am entitled to a copy of this form when I sign it. Initials: _____

I understand that this authorization will expire thirty (30) days from the date it is signed below.

I understand that I have the right to revoke this authorization at any time by notifying any covered entity in writing. The revocation will be effective only from the date it is received, will not apply retroactively, and will not be effective to the extent the covered entity has already relied on this authorization.

I understand that this authorization is voluntary and that the plan or service provider will not condition treatment or other services, enrollment in a group health plan, eligibility for benefits, or payment of claims on giving this authorization.

I understand this authorization may allow the information specified herein to be disclosed to persons or organizations that are not health plans, covered healthcare providers, or healthcare clearinghouses subject to federal privacy laws governing health information. I understand that the information authorized to be disclosed pursuant to this authorization may be subject to further disclosure by the recipient(s) and is no longer protected by federal privacy regulations.

By signing this form, I authorize the disclosure of the information specified to the person or persons identified above.

Signature of Individual or Legal Representative

Date

Printed Name of Legal Representative: _____

Relationship to Individual: _____

APPENDIX C - Acknowledgement and Consent

I acknowledge that I have received and understand Company's Drug Free Workplace Policy (the "Policy").

I agree to comply with Company's Policy on drugs and alcohol and understand that failure to comply is grounds for disciplinary action, up to and including termination.

I voluntarily consent to submit to drug and/or alcohol testing as outlined in Company's Policy.

I consent to provide specimens at the assigned collection site(s) and further consent to have urine, breath, saliva/oral fluid, and/or hair specimens tested for drugs, alcohol and/or controlled substances (and their metabolites) at a certified laboratory in accordance with applicable state law. I understand that submission to such testing is a condition of my employment and that immediate disciplinary action, up to and including discharge, will result from a violation of the Policy. I understand that I have the right to refuse drug and/or alcohol testing, however, any such refusal is a violation of the Policy and shall result in immediate termination of employment.

I further consent to and hereby authorize the release of such test results to the Company's personnel who have a business need to know the results (as permitted under the ADA and applicable state law), and to use such results for the purpose of the Company's drug and alcohol testing program. In order to provide information to the Company, I agree to execute authorizations, release forms, or other documentation as may be required under federal, state, or local law, including but not limited to, the Substance Abuse regulations codified at 42 C.F.R. Part 2 and the Privacy Regulations promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996.

I understand and agree that nothing contained in this Acknowledgement and Consent or in the Company's Drug Free Workplace Policy shall be considered an employment contract for a definite term or otherwise alter the at will relationship.

I have freely and voluntarily signed this Acknowledgment and Consent with full knowledge of its significance. I acknowledge this Acknowledgment and Consent shall have and be in full force and effect unless and until I revoke this Acknowledgment and Consent in writing.

Print Employee Name

Date

Employee Signature

Employee Privacy Notice

Last revised: February 13, 2024

This Employee Privacy Notice (“Notice”) describes how we collect, use, retain, secure, and disclose personal information about you. We have contractual relationships with third parties to provide transportation and related services to them, including with Amazon. The personal information we collect from you helps us manage our working relationship with you and the companies we provide services to. We also use your personal information to support our safety programs and operations, for incident investigations, for employment purposes, and for other purposes as described in this Notice.

Who does this Notice cover?

This Notice covers all employees of BTK Rush Inc., temporary and permanent. Unless stated otherwise, our current Notice applies to all personal information we have about you, including information we collect about you through third parties we work with or provide services to, such as Amazon. You should review this Notice frequently to see recent updates.

What personal information do we collect about you?

We may collect the following categories of personal information about you:

- Applicant information, including qualifications, employment history, reference and background check information, demographic information, and drug test results
- Personal and emergency contact information
- Government-issued identification information such as identification card or driver's license
- Time and attendance records
- Financial and bank account information
- Employee benefits and beneficiary information
- Route data and road safety data
- Performance and operational workplace data, including data related to your compliance with road safety standards or requirements
- Health data including workplace accident and illness information
- Facial recognition information, such as using face geometry to verify your identity
- Geolocation information

- Internet or other electronic network activity information, such as browsing history and any other information you store on our electronic communications equipment and systems
- Video and/or audio recordings and photographs
- Information automatically collected through technologies you use when providing delivery services
- Inferences drawn from the personal information collected

We collect personal information directly from you and through technologies we ask you to use (including technologies provided by third parties we work with, such as Amazon). We may also receive information about you from other sources, including from service providers, customers, and government authorities such as law enforcement or local councils enforcing speeding or parking fines or investigating accidents.

To the extent we collect or receive your personal information from a third party, the third party's practices will be governed by its own privacy notice. Amazon's data collection and use practices are described in its privacy notice. You can request a copy of Amazon's privacy notice from us, or access it directly through the Amazon application you use to provide delivery services to Amazon.

For what purposes do we use your personal information?

We use your personal information to manage our employment relationship with you, to operate our business, to support and manage our working relationship with the companies we provide services to and their customers, to help ensure your safety and the safety of others, to facilitate and improve the services we provide, to comply with our legal and contractual obligations, and to protect us, you, and others.

These purposes include:

- Human resources administration, administering benefits programs, compensation, and collecting taxes
- Recordkeeping and reporting legal obligations
- Training and performance management (including to assess your compliance with policies, service standards, and safety standards)
- Enabling you to interact with your colleagues, our customers, delivery recipients, and other external parties, for example, using communication tools like in-app chat, text messaging, or email
- Some information, such as performance-related and geolocation data, is used to operate our business and to support the companies we provide services to, including to provide status updates to shippers or delivery recipients

With whom do we share your personal information?

We share your personal information only as described below and with subsidiaries or affiliates that BTK Rush Inc. controls that are either subject to this Notice or follow practices at least as protective as those described in this Notice.

- Third parties who provide services to us or to our customers, such as the companies that install or manage the technologies we ask you to use, survey companies, financial institutions,

background check providers, and other service providers including payroll, occupational health, IT services, benefits administrators, insurance companies, and human resources.

- Companies we provide services to, including Amazon.
- Shippers and delivery recipients to support or improve the shipping or delivery experience.

These third-parties may use, share, and process your personal information in accordance with this Notice, but may not use it for other purposes except with your consent or as permitted or required by law.

We may share some of your personal information when we believe it is appropriate to comply with the law, to enforce or apply our contract with you or others, or to protect the rights, property, or safety of us, you, or others. For example, we may release some of your personal information to law enforcement, governmental agencies, or administrative authorities (including tax or social security authorities) for insurance claims, law enforcement requests, or in connection with investigations or legal proceedings.

Do we transfer your personal information to countries outside the country or region in which you work?

We may transfer your personal information to countries outside the country or region where you work, for example, when we or one of our service providers or customers uses employees or equipment in other countries.

How is your personal information secured?

We have implemented reasonable safeguards and controls consistent with applicable law. We are committed to: (i) safeguarding all personal information that you provide to us; (ii) ensuring that it remains confidential and secure; and (iii) taking all reasonable steps to ensure that personal privacy is respected. All our data is stored in written or electronic form in various physical locations, including on the equipment and systems of the companies we work with. We restrict access to personal information to our staff members, service providers, and authorized companies who need to know that information for the purposes identified in this Notice.

How long do we store your personal information?

We will only retain your personal information for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements. In some circumstances we may anonymize your personal information so that it can no longer be associated with you, in which case we may use such information without further notice to you.

What are my rights under applicable data protection laws?

To the extent required by applicable law, you may have the right to request access to, correction, or deletion of your personal information. If you wish to do any of these things, or if you wish to make a complaint relating to the Company's privacy practices, please contact us in accordance with the "Questions" section below.

Questions

If you have any questions about this Notice, or wish to access this Notice in an alternate format or require an accommodation to access this privacy notice, please contact us at: admin@btkrush.com.