ProStar Flight Services, LLC Employee Handbook

10/19/2026

ABOUT THIS HANDBOOK/DISCLAIMER

Your Resource for Success

This handbook is your go-to guide for navigating your journey with ProStar Flight Services, LLC. We've designed it to answer your questions and help you soar in your role here. Take the time you need to review it thoroughly—knowledge is power, and understanding these guidelines will set you up for success.

Where to Find Answers

While we've worked hard to make this handbook comprehensive, we know it won't cover every scenario you'll encounter. That's why your supervisors and our Human Resources team stand ready as additional resources. Think of them as your co-pilots—here to help you navigate any questions or situations that arise.

Understanding Our Working Relationship

Let's be clear about the nature of this handbook and your employment:

• **This handbook is a guide, not a contract.** Nothing in these pages—or in any conversation with management—creates an employment contract, whether express or implied. It doesn't promise specific treatment in particular situations or create any contractual rights.

• **Employment at ProStar is at-will.** This means both you and ProStar Flight Services, LLC maintain the freedom to end the employment relationship at any time, for any reason, with or without cause or advance notice. This fundamental principle guides our working relationship.

• **Authority for special arrangements rests at the top.** Only our President and/or CEO can modify your at-will employment status or create special employment terms. Any such modifications must be documented in writing and signed by both you and the authorized executive.

When Documents Conflict

Several topics in this handbook are also covered in separate company documents (like our Travel and Expense Policy). When differences arise, those specific company documents take precedence over this handbook or any verbal communication from management.

Living Document, Consistent Foundation

This handbook reflects our current general guidelines and best practices. ProStar Flight Services, LLC reserves the right to modify or adapt these guidelines at our sole discretion, with or without notice—except for one unchangeable foundation: the at-will nature of employment. That cornerstone can only be modified through a written agreement signed by you and our President and/or CEO.

Fresh Start

This handbook supersedes all previous employee handbooks, ensuring everyone operates from the same current playbook.

Remember: We're all on the same team here at ProStar, working together to build and enhance our aviation community. This handbook helps ensure we're all flying in formation toward that shared mission.

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ProStar FLIGHT SERVICES

SECTION 1 - GOVERNING PRINCIPLES OF EMPLOYMENT

1.1 Welcome to Prostar Flight Services!

We are truly excited to have you join our team! Starting a new job is both exciting and challenging, and we want you to know that everyone here is committed to helping you succeed.

At ProStar Flight Services, we believe that our employees are our greatest asset. Your skills, dedication, and unique perspective will contribute to our continued success and growth. We're confident that you'll find your work here both rewarding and fulfilling.

This handbook has been designed to introduce you to our company, answer many of your initial questions, and serve as a reference throughout your employment with us. We encourage you to read it carefully and refer back to it whenever needed. Should you have questions that aren't addressed here, please don't hesitate to reach out to your supervisor or our Human Resources team—we're here to support you.

Learn it. Love it. Live it.

Our Vision: To build and enhance an aviation community through providing both exceptional flight services and the opportunity for emerging aviators to grow their skills, abilities and confidence.

Our Mission: ProStar affords unique and challenging flying opportunities requiring aviators to be industrious and steadfast to accomplish the mission. We are loyal to each other and our clients, fostering an exceptional work environment. A principled approach to business operations creates a work product that exceeds expectations, and all ProStar team members conduct themselves with integrity, both toward themselves and others.

Our Core Values:

- **Integrity -** We maintain the trust and respect of our colleagues and clients by doing the right thing even when no one is looking.
- **Industrious -** Diligent hard work is the cornerstone of everything we do. Whether in the cockpit or on the ground, our work ethic drives us to consistently deliver an exceptional work product.
- **Loyal -** We are faithful to our commitments and obligations to each other and our clients.
- **Principled -** Our decision-making processes and actions are ethically and morally rooted.
- **Steadfast -** We are unwavering in our dedication, discipline, and drive in pursuit of the mission.

We're thrilled to have you on board and look forward to working alongside you. Welcome to the ProStar family!

I extend my personal best wishes for success and happiness here at ProStar Flight Services, LLC. Your talents and dedication will help us serve our clients and build our future together.

Thank you for choosing to be part of our team. I look forward to your success here.

Dusty Brailsford, President/CEO

1.2 Equal Employment Opportunity

ProStar Flight Services, LLC is an Equal Opportunity Employer that does not discriminate on the basis of any characteristic protected by applicable federal, state, or local laws and ordinances. ProStar Flight Services, LLC's management team is dedicated to this policy with respect to recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, employee activities, access to facilities and programs, and general treatment during employment.

Any employees with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of the President and/or the CEO and/or the Head of Human Resources. ProStar Flight Services, LLC will not allow any form of retaliation against employees who raise issues of equal employment opportunity. If employees feel they have been subjected to any such retaliation, they should contact the President and/or the CEO and/or the Head of Human Resources. To ensure the workplace is free of artificial barriers, violation of this policy including any improper retaliatory conduct will lead to discipline, up to and including discharge. All employees must cooperate with all investigations conducted pursuant to this policy.

1.3 Reasonable Accommodations & Interactive Dialogue

ProStar Flight Services, LLC is committed to complying with applicable federal, state, and local laws governing reasonable accommodations of individuals, including, but not limited to, the Americans with Disabilities Act (ADA) and the Pregnant Workers Fairness Act (PWFA). To that end, ProStar Flight Services, LLC will endeavor to make a reasonable accommodation to applicants and employees who have requested an accommodation or for whom ProStar Flight Services, LLC has notice may require such an accommodation, related to an individual's:

- Disability, meaning any physical, medical, mental, or psychological impairment, or a history or record of such impairment;
- Sincerely held religious beliefs and practices;

- Needs as a victim of domestic violence, sex offenses, or stalking;
- Needs related to pregnancy, childbirth, or related medical conditions; and/or
- Any other reason required by applicable law, unless the accommodation would impose an undue hardship on the operation of our business.

Reasonable accommodations can take many forms. For example, reasonable accommodations for pregnancy, childbirth, or related medical conditions include but are not limited to things such as the ability to carry or keep water near and drink, as needed; allowing the employee additional restroom breaks; allowing the employee whose work requires standing to sit and whose work requires sitting to stand; allowing the employee breaks, as needed, to eat and drink; accommodations related to lactation; time off to recover from childbirth; modification of equipment; appropriate seating; temporary transfer to a different position that the employee is able to perform; restructuring job duties; light duty; or a modified work schedule. ProStar Flight Services, LLC will work with the employee to determine what accommodation is appropriate for the employee, given the employee's unique circumstances, that does not impose an undue hardship on ProStar Flight Services, LLC.

Any employee who would like to request an accommodation based on any of the reasons set forth above should contact the President and/or the CEO and/or the Head of Human Resources. Accommodation requests can be made in writing using a form which can be obtained from the President and/or the CEO and/or the Head of Human Resources. If the employee who has requested an accommodation has not received an initial response within five (5) business days, they should contact the President and/or the CEO and/or the Head of Human Resources.

Unless otherwise required by law, ProStar Flight Services, LLC may request that the employee provide supporting documentation. Cooperating with ProStar Flight Services, LLC by returning requested information in a timely fashion is required.

After receiving a request for an accommodation or learning indirectly that the employee may require such an accommodation, ProStar Flight Services, LLC will engage in an interactive dialogue with the employee.

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

The interactive dialogue may take place in person, by telephone, or by electronic means. As part of the interactive dialogue, ProStar Flight Services, LLC will communicate openly and in good faith with the employee in a timely manner in order to determine whether and how ProStar Flight Services, LLC may be able to provide

a reasonable accommodation. To the extent necessary and appropriate based on the request, ProStar Flight Services, LLC will attempt to explore the existence and feasibility of alternative accommodations as well as alternative positions for the employee. ProStar Flight Services, LLC is not required to provide the specific accommodation sought by the employee, provided the alternatives are reasonable and either meet the specific needs of the employee or specifically address the employee's limitations.

ProStar Flight Services, LLC will endeavor to keep confidential all communications regarding requests for reasonable accommodations and all circumstances surrounding the employee's underlying reason for needing an accommodation.

ProStar Flight Services, LLC will not allow any form of retaliation against employees who have requested an accommodation, for whom ProStar Flight Services, LLC has notice may require such an accommodation, or who otherwise engage in the interactive dialogue process.

Employees with questions regarding this policy should contact the President and/or the CEO and/or the Head of Human Resources.

1.4 Colorado: Pregnancy Accommodations

In compliance with Colorado law, ProStar Flight Services, LLC will not discriminate against employees because of pregnancy, childbirth, or related conditions. If employees request reasonable accommodation due to health conditions related to pregnancy or the physical recovery from childbirth, the Company will endeavor to provide a reasonable accommodation to enable applicants and employees to perform the essential functions of the job, unless the accommodation would impose an undue hardship on the operation of the business. The Company will engage in a timely, good faith, and interactive process with the employee to determine effective, reasonable accommodations for conditions related to pregnancy, physical recovery from childbirth, or a related condition.

Reasonable accommodations may include, but are not limited to more frequent or longer break periods; more frequent restroom, food, and water breaks; acquisition or modification of equipment or seating; limitations on lifting; temporary transfer to a less strenuous or hazardous position if available, with return to the current position after pregnancy; job restructuring; light duty, if available; assistance with manual labor; or modified work schedules.

The Company will not require employees affected by pregnancy, physical recovery from childbirth, or a related condition to accept an accommodation that they choose not to accept if they did not request an accommodation or if the accommodation is not necessary for the employees to perform the essential functions of the job, nor will the Company require a pregnant employee to take leave if another reasonable accommodation is available which will permit the employee to continue working.

The Company reserves the right to require employees to provide a note stating the necessity of a reasonable accommodation from a licensed health care provider before providing a reasonable accommodation.

The Company will not take adverse action against pregnant employees who request or use a reasonable accommodation related to pregnancy, physical recovery from childbirth, or a related condition. The Company will not deny employment opportunities to employees based on the need to make a reasonable accommodation related to pregnancy, physical recovery from childbirth, or a related condition.

If employees have any questions about this policy or would like to request a reasonable accommodation, they should contact the Head of Human Resources.

1.5 Non-Harassment

It is ProStar Flight Services, LLC's policy to prohibit intentional and unintentional harassment of or against job applicants, contractors, interns, volunteers or employees by another employee, supervisor, vendor, customer or any third party on the basis of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex, sexual orientation, marital status, military service and veteran status, physical or mental disability, genetic information or any other characteristic protected by applicable federal, state or local laws (referred to as “protected characteristics”). Such conduct will not be tolerated by ProStar Flight Services, LLC.

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

Harassment Defined

Harassment generally is defined in this policy as unwelcome verbal, visual or physical conduct that denigrates or shows hostility or aversion towards an individual because of any actual or perceived protected characteristic or has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile or offensive working environment. Harassment does not have to be severe or pervasive to violate this policy or the law. A single incident can be enough.

Reporting Procedures

If you have experienced or witnessed conduct that violates this policy, report it immediately to your Supervisor. If you cannot contact your Supervisor, are uncomfortable doing so, or do not receive an initial response within five (5) business days, contact the President. If the report concerns your Supervisor or the President, you may report to any other member of management. You are not required to report to the person engaging in the conduct. You also have the right to file a complaint with the Colorado Civil Rights Division (CCRD) or the U.S. Equal Employment Opportunity Commission (EEOC) at any time. Using the Company's process is not required first.

Investigation Procedures

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

Retaliation Prohibited

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

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

1.6 Lactation Accommodations

ProStar Flight Services, LLC will provide a reasonable amount of break time to accommodate employees desiring to express breast milk for their child, in accordance with and to the extent required by applicable law. The break time, if possible and permitted by applicable law, must run concurrently with rest and meal periods already provided. If the break time does not run concurrently with rest and meal periods already provided, the break time will be unpaid for non-exempt employees, subject to applicable law.

The Company may not be able to provide additional break time if doing so would pose an undue hardship on the Company's operations due to significant difficulty or expense, subject to applicable law.

The Company will make reasonable efforts to provide employees with the use of a room or location shielded from view and free from intrusion in close proximity to the employee's work area, other than a bathroom, to express milk in private. This location may be the employee's private office, if applicable. Employees should consult the Head of Human Resources with questions regarding this policy.

Employees should advise management if they need break time and an area for this purpose. Employees will not be discriminated against or retaliated against for exercising their rights under this policy.

1.7 Workplace Violence

ProStar Flight Services, LLC is strongly committed to providing a safe workplace. The purpose of this policy is to minimize the risk of personal injury to employees and damage to Company and personal property.

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

Experts in the mental health profession state that prior to engaging in acts of violence, troubled individuals often exhibit one or more of the following behaviors or signs: over-resentment, anger and hostility; extreme agitation; making ominous threats such as bad things will happen to a particular person, or a catastrophic event will occur; sudden and significant decline in work performance; irresponsible, irrational, intimidating, aggressive or otherwise inappropriate behavior; reacting to questions with an antagonistic or overtly negative attitude; discussing weapons and their use, and/or brandishing weapons in the workplace; overreacting or reacting harshly to changes in Company policies and procedures; personality conflicts with co-workers; obsession or preoccupation with a co-worker or supervisor; attempts to sabotage the work or equipment of a co-worker; blaming others for mistakes and circumstances; or demonstrating a propensity to behave and react irrationally.

Prohibited Conduct

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

Procedures for Reporting a Threat

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

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

If the employee is the recipient of a threat made by an outside party, that employee should follow the steps detailed in this section. It is important for the Company to be aware of any potential danger in its offices. Indeed, the Company wants to take effective measures to protect everyone from the threat of a violent act by employees or by anyone else.

1.8 Open Door Policy

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

SECTION 2 - EMPLOYMENT AND JOB STATUS

2.1 Employee Classifications

The Company has a policy of maintaining appropriate classifications of employees to make sure that all legal requirements are maintained so that there is no discrimination in terms of benefit plan eligibility and payment of compensation in accordance with federal and state laws. The purpose of this procedure is to define the Company employee classifications for benefit plan eligibility.

Human Resources will classify employees in accordance with the following procedures to ensure that all appropriate employees are offered the appropriate benefit enrollment opportunities.

Operating department managers are responsible for advising Human Resources and requesting changes in status as well as extensions in employment situations where specified periods are being exceeded.

For purposes of this handbook, all employees fall within one of the classifications below.

ProStar FLIGHT SERVICES

Full-time Classifications

Temporary (TFT) - Employed on a regularly scheduled basis of at least 40 hours per workweek for a period not to exceed 90 days. A TFT employee may be continued in this class for one additional 90-day extension period upon request of the operating manager of the department with the concurrence of Human Resources. After the 180-day period, the employee will either be converted to regular status or released.

Regular (RFT) - Employed on a regularly scheduled 40-hour basis for a nonspecified period.

Salary (SFT) - Employed on a regularly scheduled 40-hour basis for a nonspecified period. Generally in a Leadership position. A Salary Full-time employee is exempt from overtime.

Benefit Plan Participation - RFT and SFT employees are eligible to participate in all benefit plans the company offers once eligibility requirements have been met. Temporary full-time employees (TFT) are ineligible for participation in company benefit plans. Colorado employees are eligible for HFWA Paid Sick Leave.

Part-time Classifications

Temporary (TPT) - Employed on a regularly scheduled basis which is less than 40 hours per workweek but equals or exceeds 20 hours per week for a period not to exceed 90 days. A TPT employee may be continued in

this class for one additional 90-day extension period upon request of the operating manager of the department with the concurrence of Human Resources. After the 180- day period, the employee will either be converted to regular part-time status or released.

Regular20+ (RPT+) - Employed on a regularly scheduled basis which is less than 40 hours per workweek but equals or exceeds 20 hours per week for a nonspecified period.

Regular (RPT-) - Employed on a regularly scheduled basis which is between 1 and 19 hours per workweek for a nonspecified period.

Benefit Plan Participation - RPT+ employees are eligible to participate in the Vacation and Personal Leave and Holiday pay plan the company offers once eligibility requirements have been met. However, all leave accrual programs and holiday pay will be provided to regular part-time 20+ employees on a pro rata basis in accordance with the employee's regularly scheduled hours for the workweek in question. Employees who work fewer than 20 hours in a week (RPT-) as well as Temporary part-time employees are ineligible for participation in company benefit plans. Colorado employees are eligible for HFWA Paid Sick Leave.

Special Classes

Interns (INT) - Performing work in a special status for a specified period, i.e., summer, academic semester.

Variable (VAR) - Employed on an unpredictable and varied basis which is less than 30 hours per workweek for a nonspecified period.

Seasonal (SEAS) - Employed into a position that will last 8 or fewer months of the year.

Benefit Plan Participation - INT, VAR, and SEAS personnel are ineligible for participation in company benefit plans. Colorado special case employees are eligible for HFWA Paid Sick Leave.

Following the completion of the benefit waiting period, employees may be eligible for employee benefits as defined by the benefit plan policy.

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

2.2 Employee Service Credit

"Length of service" refers to the length of time that employees spend as active full-time or part-time employees with ProStar Flight Services, LLC. Service begins on the day they become full-time or part-time employees.

Length of service may be used in determining certain employee benefits, such as time-off benefits. Employees will not lose credit for service with the Company provided their last day of service was within 90 days of again becoming an active employee. Or they are a pilot returning for the immediate consecutive flight capture season. Human Resources will discuss this issue with any rehired employees upon hire.

2.3 Your Employment Records

In order to obtain their position, employees provided us with personal information, such as address and telephone number. This information is contained in the employee's personnel file and on our HRIS system, BambooHR.

The employee should keep his or her personnel file up to date by informing the Head of Human Resources of any changes, and updating their information in BambooHR. Please report any of the following changes as they occur (and update BambooHR in Employee Self-Service:

- Name
- Address
- Telephone Number
- Marital Status
- Dependants
- Education (courses completed and other training or skills required)
- Emergency contact person(s)

The employee also should inform the Head of Human Resources of any specialized training or skills he or she may acquire in the future, as well as any changes to any required visas. Unreported changes of address, marital status, etc. can affect withholding tax and benefit coverage. Further, an "out of date" emergency contact or an inability to reach the employee in a crisis could cause a severe health or safety risk or other significant problem.

Please keep your personal and emergency contact information in your BambooHR account up-to- date.

You have a right to inspect certain documents in your personnel file, as provided by law, in the presence of an authorized Company representative at a mutually convenient time. No copies of documents in your file may be made, with the exception of documents that you have previously signed.

ProStar will restrict disclosure of your personnel file to authorized individuals within ProStar. Any request for information contained in personnel files must be directed to the Human Resources Department at ProStar. Disclosure of personnel information to outside sources will be limited.

However, the Company will cooperate with requests from authorized law enforcement or local, state, or federal agencies conducting official investigations and as otherwise legally required. Falsification of any employment records, personnel information, or employment information is cause for termination.

2.4 Remote Work/Telecommuting - Non-Pilots

ProStar Flight Services, LLC may allow non-pilot employees to work remotely if their job duties and work performance are determined to be eligible for remote work. Eligibility will be decided on a case-by-case basis by the Company. Employees also may be required to work remotely during periods of public health emergencies if government orders and mandates recommend such work.

This policy provides general information regarding remote work/telecommuting. Employees who are approved to work remotely should consult their individual agreement for specific details of their remote work/telecommuting arrangement, such as expected work hours, equipment provided, and other important information.

Any remote work/telecommuting arrangement may be discontinued by the Company at any time and at the discretion of the Company. Employees also may discontinue the arrangement but may not be guaranteed office space at the Company's location.

At-Will Employment

This policy and any individual agreement addressing this work arrangement do not create a contract of employment and are not intended to be considered or construed as a promise of continued employment. Employment is at will and may be discontinued at any time by the Company or employee without notice, cause, or liability.

Hours of Work

Each remote employee's work schedule and location are stated in the employee's remote work agreement. Scheduled hours of work will be set by the employees' manager or supervisor. Employees should maintain regular contact with their supervisors and managers.

Nonexempt employees must accurately record all hours worked pursuant to the Company's timekeeping system and take rest and meal breaks as if in the Company's workplace and as required by law. Nonexempt employees

may not work beyond scheduled working hours (including working more than 40 hours in a workweek) without prior, written authorization from their manager or supervisor.

Location

Employees will provide, at their expense, a secure, dedicated work area. Employees are responsible for maintaining the work area in a safe, secure, and nonhazardous condition at all times. Employees will maintain security devices and procedures necessary to prevent use by unauthorized persons, including by preventing the connection of any Company-furnished computer system, network, or database to any computer, network, or database other than a computer, network, or database to which connections are provided or authorized by the Company.

Duties

Employees are expected to follow all existing Company policies and procedures. The duties, obligations, responsibilities, and conditions of employment with the Company remain unchanged. Employees must stay engaged with work throughout the workday and be fully available during normal business hours. If employees do not successfully perform their job duties remotely, this arrangement will be revoked. Employees are expected to follow existing Company policies with respect to scheduled and unscheduled time off, including the obligation to speak with their manager or supervisor before the scheduled start time in the event of an unscheduled absence, tardy, or early departure.

Accidents and Injuries

Employees agree to maintain safe conditions in the remote work space and to practice the same safety habits and rules applied on Company premises. If employees incur an injury arising out of the course and scope of the assigned job duties while working in the remote work space, the workers' compensation provisions in place for the state in which the employees are working will apply. Employees must notify their supervisors or manager immediately and complete all necessary and/or requested documents regarding the reported injury. The Company assumes no responsibility for injuries occurring in the remote work space outside normal working hours or for injuries that occur as a result of a reasonably recognizable unsafe remote work space.

Equipment

Employees agree to use electronic equipment that has been encrypted and meets all of the Company's security requirements. If the Company provides equipment for home use, employees agree to provide a secure location for Company-owned equipment and will not use, or allow others to use, such equipment for purposes other than Company business. Employees have no expectation of ownership in such equipment, linkages, property, or other items installed or provided by the Company. The Company will bear the expense of removal of any such equipment, linkages, and installations provided by the Company upon the termination of the remote work/telecommuting arrangement but not modification of or repairs to the work location. Employees hereby

release the Company from any damage or liability incurred in the installing or removal of the equipment provided by the Company.

Return of Company Property

All equipment, records, and materials provided by the Company will remain Company property. Employees agree to return Company equipment, records, and materials upon request. All Company equipment will be returned by employees for inspection, repair, or replacement as needed or requested or immediately upon termination of the remote work/telecommuting arrangement. All equipment must be returned within five (5) business days of written notice to the employees.

Expenses

Upon presentment of receipts and in accordance with the Business Expense Reimbursement policy, the Company will reimburse employees for certain preapproved expenses.

Regular household utility charges, such as electricity, water, phone, Internet service, auto, homeowners' insurance, etc., are not reimbursable unless state law requires reimbursement.

Confidentiality

Employees agree that they are subject to the Company's policies prohibiting the nonbusiness use or dissemination of the Company's confidential business information. Employees will take all appropriate steps to safeguard the Company's confidential business information, including segregating it from personal papers and documents, not allowing nonemployees to access such information, and keeping such information in locked drawers or file cabinets when not in use. Employees will maintain confidential information, including, but not limited to, information regarding the Company's products or services, processing, marketing and sales, client lists, client e-mail addresses and mailing addresses, client data, orders, memoranda, notes, records, technical data, sketches, designs, plans, drawings, trade secrets, research and development data, experimental work, proposals, new product and/or service developments, project reports, sources of supply and material, operating and cost data, and corporate financial information.

Contact

If employees have any questions concerning this policy or would like to apply to work remotely, they should contact the Head of Human Resources.

2.5 Hiring Relatives/Employee Relationships

A familial relationship among employees can create an actual or at least a potential conflict of interest in the employment setting, especially where one relative supervises another relative. To avoid this problem, ProStar

Flight Services, LLC may refuse to hire or place a relative in a position where the potential for favoritism or conflict exists.

In other cases, such as personal relationships where a conflict or the potential for conflict arises, even if there is no supervisory relationship involved, the parties may be separated by reassignment or discharged from employment, at the discretion of the Company. Accordingly, all parties to any type of intimate personal relationship must inform management.

If two employees marry, become related, or enter into an intimate relationship, they may not remain in a reporting relationship or in positions where one individual may affect the compensation or other terms or conditions of employment of the other individual. The Company generally will attempt to identify other available positions, but if no alternate position is available, the Company retains the right to decide which employee will remain with the Company.

For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

2.6 Performance Review

Depending on the employee's position and classification, ProStar Flight Services, LLC endeavors to review performance annually. However, a positive performance evaluation does not guarantee an increase in salary, a promotion or continued employment. Compensation increases and the terms and conditions of employment, including job assignments, transfers, promotions, and demotions, are determined by and at the discretion of management.

In addition to these formal performance evaluations, the Company encourages employees and supervisors to discuss job performance on a frequent and ongoing basis.

Pilots will receive an end of season performance review. All secondary actions will fall in line with non-pilot performance review actions.

2.7 If You Must Leave Us

Mid-season departures of aerial survey pilots greatly affect our flight scheduling and workload. All pilots are encouraged to stay for the entire capture season, barring disciplinary action or termination initiated by ProStar.

Should any employee decide to leave, we ask for at least two (2) weeks' advance notice to a Supervisor. Thoughtfulness will be appreciated.

All Company property, including keys, security cards, parking passes, laptop computers, uniforms, and equipment, must be returned at separation, along with all of the Company's Confidential Information.

Final pay is issued as Colorado law requires and includes all accrued, unused Vacation and Personal Leave (see Section 4.2). ProStar makes deductions from pay only as Colorado law permits and as the employee has authorized in writing. ProStar will not deduct for breakage or ordinary wear and tear.

As noted previously, all employees are employed at-will and nothing in this handbook changes that status.

2.8 Exit Interviews

Employees who resign are requested to participate in an exit interview with President/CEO, if possible.

2.9 References

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

Only the Human Resources Department may provide references.

SECTION 3 - HOURS, PAY AND TIMEKEEPING

3.1 Colorado: Overtime

Non-Pilot Non-exempt Colorado employees are entitled to overtime pay at one and one-half (1.5) times their regular rate of pay for all hours worked in excess of 12 hours in a day, 12 hours consecutively (without regard to the starting and ending time of the workday), or 40 hours per workweek, whichever calculation results in the greater payment of wages. Time paid but not worked, such as sick time or vacation, will not be counted as hours worked in calculating hours worked for purposes of determining if overtime pay is due.

Please review the Colorado Overtime and Minimum Pay Standards (COMPS) Order for information regarding your rights under Colorado law, available below.

Please contact the Head of Human Resources if you have any questions about overtime requirements or the COMPS Order.

Both the COMPS Order poster, provided by the Colorado Department of Labor and Employment, as well as the text of that poster, are included in the policy to ensure that employees have access to all the required information. A copy of the poster is included at the end.

This poster is from the Colorado Department of Labor and Employment, online at https://cdle.colorado.gov/sites/cdle/files/2026_comps_order_poster_english_%5Baccessible%5D.pdf

Colorado Department of Labor and Employment

Colorado Wage & Hour Rights & Responsibilities

The COMPS Order (Colorado Overtime & Minimum Pay Standards) Poster & Notice

Effective 1/1/26; Use new version released by each December.

Colorado Minimum Wage: $15.16 per hour, updated yearly (COMPS Rule 3)

- Must pay at least minimum wage for all time worked, whether by hour, salary, commission, piece rate, etc.
- Use the highest minimum wage applicable; ColoradoLaborLaw.gov lists all local minimum wages
- 15% lower is allowed for unemancipated minors — but not for some local minimum wages.

Overtime: 1½ regular rate after 40 weekly hours, or 12 daily or consecutive (Rule 4)

- Can't give time off instead of overtime pay; can't average overtime and non-overtime weeks (or days)
- Agriculture: Overtime after 48 hours (56 at some highly seasonal sites); extra breaks and pay on long days
- Some (not all) jobs in health, ski, and heavy vehicles are partly or fully exempt (Rules 2.3-2.4)

Meal Periods: 30 minutes uninterrupted & duty-free, in shifts over 5 hours (Rule 5.1)

- Can be unpaid only for employees completely relieved of duty and allowed to do personal activities
- If work doesn't allow uninterrupted meal periods: must allow eating on duty, on paid time
- As much as practical, meal periods must be at least 1 hour after starting shifts, and 1 hour before ending

Rest Periods: 10 minutes, paid, every 4 hours (Rule 5.2)

#Work Hours:	Up to 2	>2, up to 6	>6, up to 10	>10, up to 14	>14, up to 18	>18, up to 22	>22
#Rest Periods:	0	1	2	3	4	5	6

- Need not be off-site, but must not include work, and should be in the middle of the 4 hours if practical
- Rest periods count as time worked, including for minimum wage and overtime
- Extra pay is owed for rest period time not authorized or permitted, including for employees not paid hourly
- Break rules differ for some agricultural work (Rule 2.3 and the Agricultural Labor Conditions Rules)

Deductions, Credits, Charges, & Withheld Pay (Rule 6 and Colorado Wage Act)

- Final pay: Owed promptly (if a termination by employer) or at next pay date (if employee resigned)
- Unused vacation: Must pay to departing employees, even if fired for cause or resigned without notice
- Tip credit: Can lower hourly pay up to $3.02 if tips (not service charges) aren't diverted to untipped staff
- Meals: Can charge cost or value (without profit) of voluntarily accepted meals
- Lodging: Can charge $25-$100 weekly (by housing type) if voluntary and primarily for employee benefit
- Uniforms: Can't charge or require deposits for special uniforms, special cleaning, or ordinary wear and tear
- Other deductions: Only for items in CRS 8-4-105; not for poor work, breakage, quitting without notice, etc.

Time Worked: All on-duty or on-premises time that must be paid (Rule 1.9)

- Cleanup or setup (examples: put on or remove clothes, or gear, worn only at work)
- Checking in or out (timeclock, security or safety screening, etc.), or waiting to do so
- Receiving or sharing work information, or wait for tasks – but not just off-duty time on premises

- Travel for employer benefit – but not normal commuting (Rule 1.9.2)
- Sleep time required to be on-site – but not if lengthy and uninterrupted (Rule 1.9.3)

Exemptions from COMPS (Rule 2.2 lists all; highlights are below)

- Executive/supervisor, administrator, or professional: $57,784 (updated yearly) in salary (not hourly pay)
- Other high-level work: non-manual jobs paid 2¼ times the above salary; $^{1}/_{5}$ owners who actively manage
- Some (not all) salespeople, computer professionals, drivers, camp/outdoor ed staff, or property managers
- Duties to pay wages, including most limits on deductions, still apply if exempt from COMPS

Employer Responsibilities (Rule 7)

- Give employees pay statements (total pay, rate, tips, credits, and time worked), and keep for 3 years
- Display this poster/notice where easily seen (or give to employees); also include in any handbook/manual
- Use translations (available from this Division) of this poster/notice for employees with limited English
- Not giving (or undercutting) posters or notices may disallow employer credits, deductions, or exemptions
- Individuals with control over work may be liable for wages and violations, even at incorporated employers

Complaint & Anti-Retaliation Rights (Rule 8)

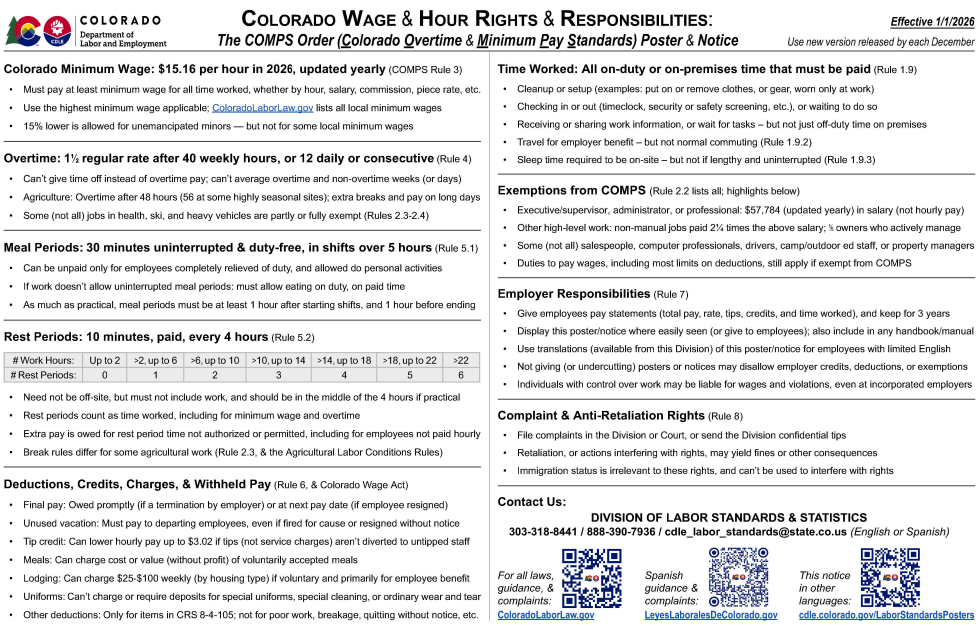
- File complaints in the Division or Court, or send the Division confidential tips
- Retaliation, or actions interfering with rights, may yield fines or other consequences
- Immigration status is irrelevant to these rights, and can't be used to interfere with rights

Contact Us:

DIVISION OF LABOR STANDARDS & STATISTICS

303-318-8441 / 888-390-7936 / cdle_labor_standards@state.co.us*(English or Spanish)*

ColoradoLaborLaw.gov	LeyesLaboralesDeColorado.gov	cdle.colorado.gov/LaborStandardsPosters



COLORADO
Department of Labor and Employment

COLORADO WAGE & HOUR RIGHTS & RESPONSIBILITIES:
The COMPS Order (Colorado Overtime & Minimum Pay Standards) Poster & Notice

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# Rest Periods:	0	1	2	3	4	5	6

- Need not be off-site, but must not include work, and should be in the middle of the 4 hours if practical
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- Receiving or sharing work information, or wait for tasks – but not just off-duty time on premises
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Employer Responsibilities (Rule 7)

- Give employees pay statements (total pay, rate, tips, credits, and time worked), and keep for 3 years
- Display this poster/notice where easily seen (or give to employees); also include in any handbook/manual
- Use translations (available from this Division) of this poster/notice for employees with limited English
- Not giving (or undercutting) posters or notices may disallow employer credits, deductions, or exemptions
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DIVISION OF LABOR STANDARDS & STATISTICS
303-318-8441 / 888-390-7936 / cdle_labor_standards@state.co.us *(English or Spanish)*

For all laws, guidance, & complaints: ColoradoLaborLaw.gov
Spanish guidance & complaints: LeyesLaboralesDeColorado.gov
This notice in other languages: cdle.colorado.gov/LaborStandardsPosters

3.2 Colorado: Breaks

All non-pilot employees:

Rest Breaks. Non-exempt employees are authorized and permitted paid ten- (10-) minute rest periods for each four (4) hours of work, or major fraction of that time. For purposes of this policy, "major fraction" means any time greater than two (2) hours. An additional rest period is required for any period that rounds up to four (4) hours. For example, a shift of two (2) hours or fewer requires no rest periods, a two (2) hour and one- (1-) minute shift requires a single rest period, and a six- (6-) hour shift also requires a single rest period, but a six- (6-) hour and one (1) minute shift requires two (2) rest periods.

Rest breaks should be taken as close to the middle of each work period of four (4) hours or major fraction thereof as is practical. Shorter or longer shifts and other factors that make such scheduling impractical may alter this general timing. Employees do not need to obtain approval from or notify their supervisor when taking a rest break. Employees are encouraged to take their rest breaks; they are not expected to and should not work during their rest breaks. Employees are paid for all rest break periods and do not need to clock out when taking a rest break.

Rest breaks may not be combined with each other or with the meal period. In addition, rest breaks may not be taken at the beginning or end of the workday to arrive late or leave early. Each rest break must be a separate break, meeting the requirements described above. If any work is performed during a rest break, or if the rest

break is interrupted for any work-related reason, the employee is entitled to another uninterrupted paid rest break.

Meal Periods. Non-exempt employees who work more than five (5) hours in a workday are provided an unpaid, off-duty and uninterrupted meal period of at least 30 minutes. Employees are responsible for scheduling their own meal period, but should confirm them with their supervisor(s). To the extent practical, meal periods must be at least one (1) hour after starting and one (1) hour before ending shifts.

If an employee's type of work makes an uninterrupted, duty-free meal period impractical, the employee will be permitted to eat while working and paid for such time. Employees will be informed by their supervisor if they will be provided with on-duty meal periods.

When scheduling meal periods, employees should try to anticipate their workflow and deadlines. During a meal period, employees are relieved of all duties and should not work during this time. When taking a meal period, employees should completely stop working for at least 30 minutes. Employees are prohibited from working "off the clock" during their meal periods.

Those employees who use a time clock must clock out for their meal periods. Employees are required to clock back in and promptly return to work at the end of any meal period. Employees who record their time manually must accurately record their meal periods by recording the beginning and end of each work period. Unless otherwise directed by their supervisor in writing, employees are not required to get approval from or notify their supervisor when taking a meal period. Employees are to immediately notify the Head of Human Resources and/or their supervisor if they believe that they are prevented by the nature of their work from taking a timely and/or complete meal period.

No Working During Rest Breaks and Meal Periods. Non-exempt employees are completely relieved of all work duties and responsibilities during their rest breaks and meal periods. All rest breaks and meal periods must be taken outside employees' work areas, such as in a break room. Employees may leave the premises during meal periods, but may not leave the premises during rest periods. Employees should not visit or socialize with employees who are working while taking their rest break or meal period. Employees are required to notify the Head of Human Resources immediately if they believe they are being pressured or coerced by any manager, supervisor, or other employee to forego any portion of a provided rest break or meal period. Additionally, employees are required to notify the Head of Human Resources immediately if they believe their workload, schedule, deadline, or other quota make rest break or meal periods infeasible.

Pilot employees

Pilots should take their meal and rest breaks as needed to ensure and balance both safety of flight AND accomplishing the image capture goals for the day.

Summary Chart. Below is a chart that generally summarizes the number of rest breaks and meal periods provided to non-exempt employees (these figures may vary depending on the timing of an employee's breaks).

Hours of Work	Rest Breaks	Meal Breaks
2 or fewer hours	0	0
Over 2 and up to 5 hours	1	0
Over 5 and up to 6 hours	1	1
Over 6, and up to 10 hours	2	1
Over 10, and up to 14 hours	3	1
Over 14, and up to 18 hours	4	1
Over 18, and up to 22 hours	5	1
Over 22 hours	6	1

3.3 Timekeeping Procedures

Employees must record their actual time worked for payroll and benefit purposes, for Pilots, this includes recording the Hobbs start and end times every day flown. Non-exempt employees must record the time work begins and ends, as well as the beginning and ending time of any departure from work for any non-work-related reason, on forms as prescribed by management.

Altering, falsifying or tampering with time records is prohibited and subjects the employee to discipline, up to and including discharge. If falsification or fabrication of Hobbs time or logbook pilot logbook entries is found, ProStar Flight Services reserves the right to notify the appropriate FAA representative.

Exempt employees are required to record their daily work attendance and report full days of absence from work for reasons such as leaves of absence, sick leave or personal business.

Non-exempt employees may not start work until their scheduled starting time.

It is the employee's responsibility to sign time records to certify the accuracy of all time recorded. Any errors in the time record should be reported immediately to a supervisor, who will attempt to correct legitimate errors.

3.4 Travel Time for Non-Exempt Employees

For non-Pilot employees

Overnight, Out-of-Town Trips

Non-exempt employees will be compensated for time spent traveling (except for meal periods) during their normal working hours, on days they are scheduled to work and on unscheduled work days (such as weekends). Non-exempt employees also will be paid for any time spent performing job duties during otherwise non-compensable travel time; however, such work should be limited absent advance management authorization.

Out-of-Town Trips for One Day

Non-exempt employees who travel out of town for a one-day assignment will be paid for all travel time, except for, among other things: time spent traveling between the employee's home and the local railroad, bus or plane terminal; and meal periods.

Local Travel

Non-exempt employees will be compensated for time spent traveling from one job site to another job site during a workday. The trip home, however, is non-compensable when the employee goes directly home from the final job site, unless it is much longer than the regular commute home from the regular worksite. In such case, the portion of the trip home in excess of the regular commute is compensable.

Commuting Time

Under the Portal to Portal Act, travel from home to work and from work to home is generally non-compensable. However, if a non-exempt employee regularly reports to a worksite near their home, but is required to report to a worksite farther away than the regular worksite, the additional time spent traveling is compensable.

If compensable travel time results in more than 40 hours worked by a non-exempt employee, the employee will be compensated at an overtime rate of one and one-half (1-1/2) times the regular rate.

To the extent that applicable state law provides greater benefits, state law applies.

For Pilot employees

For Pilots, travel pay is as stated in the Pilot Employment Contract and the Company Travel & Expense Policy.

3.5 Safe Harbor Policy for Exempt Employees

It is ProStar Flight Services, LLC's policy and practice to accurately compensate employees and to do so in compliance with all applicable state and federal laws. To ensure proper payment and that no improper deductions are made, employees must review pay stubs promptly to identify and report all errors.

Those classified as exempt salaried employees will receive a salary which is intended to compensate them for all hours they may work for ProStar Flight Services, LLC. This salary will be established at the time of hire or classification as an exempt employee. While it may be subject to review and modification from time to time, such as during salary review times, the salary will be a predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work performed.

Under federal and state law, salary is subject to certain deductions. For example, unless state law requires otherwise, salary can be reduced for the following reasons:

- full-day absences for personal reasons;
- full-day absences for sickness or disability if the deduction is made in accordance with a bona fide plan, policy or practice of providing wage replacement benefits for such absences (deductions also may be made for the exempt employee's full-day absences due to sickness or disability before the employee has qualified for the plan, policy or practice or after the employee has exhausted the leave allowance under the plan);
- full-day disciplinary suspensions for infractions of our written policies and procedures;
- Family and Medical Leave Act absences (either full- or partial-day absences);
- to offset amounts received as payment from the court for jury and witness fees or from the military as military pay;
- the first or last week of employment in the event the employee works less than a full week; and
- any full work week in which the employee does not perform any work.

Salary may also be reduced for certain types of deductions such as a portion of health, dental or life insurance premiums; state, federal or local taxes; social security; or voluntary contributions to a 401(k) or pension plan.

In any work week in which the employee performed any work, salary will not be reduced for any of the following reasons:

- partial day absences for personal reasons, sickness or disability;
- an absence because the Company has decided to close a facility on a scheduled work day;
- absences for jury duty, attendance as a witness, or military leave in any week in which the employee performed any work (subject to any offsets as set forth above); and
- any other deductions prohibited by state or federal law.

However, unless state law provides otherwise, deductions may be made to accrued leave for full- or partial-day absences for personal reasons, sickness or disability.

If employees believe they have been subject to any improper deductions, they should immediately report the matter to a supervisor. If the supervisor is unavailable or if the employee believes it would be inappropriate to contact that person (or if the employee has not received a prompt and fully acceptable reply), they should immediately contact the Head of Human Resources or any other supervisor in ProStar Flight Services, LLC with whom the employee feels comfortable.

3.6 Your Paycheck

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

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

ProStar will NOT deduct taxes for states other than Colorado and only for the time a Pilot worked in Colorado. All pilot employees need to be prepared to pay their respective state taxes as applicable. Deductions for out-of-policy airfare are governed by the Travel & Expense Policy and require the employee's written authorization.

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

Paychecks are direct deposited to the employee's account as set up in BambooHR and directed by the employee. Employees may update this account and direct deposit disbursement amounts in their BambooHR portal.

3.7 Direct Deposit

ProStar Flight Services, LLC strongly encourages employees to use direct deposit. Please set up this feature in BambooHR. For help or for authorization forms, please contact the Head of Human Resources.

3.8 Salary Advances

ProStar does not permit advances on paychecks, against accrued Vacation and Personal Leave, or against HFWA Paid Sick Leave

3.9 Business Expense Reimbursement

Employees are reimbursed for reasonable, approved business expenses. Employees who travel for work follow the Company Travel & Expense Policy (the T&E), which governs booking, per diem, lodging, rental cars, mileage and reimbursement.

Submit every expense in Expensify, with receipts, by Saturday for expenses incurred the previous Sunday through Saturday, and in no case more than 7 days after the expense date. Expenses or mileage submitted 30 days or more after the expense date are treated as taxable income and subject to withholding. This 30-day rule is a ProStar company rule.

Book flights, lodging and rental cars through Engine and pay with the Company P-Card, as the T&E requires. A REAL ID-compliant license or state ID, or a valid passport, is required for every flight. Flights outside policy require DOO and President approval and are handled as the T&E states.

For Pilots, the T&E governs travel pay, per diem and reimbursement and takes precedence if it differs from this Handbook, except where Colorado or federal law gives the employee greater rights. Employees should ask their Supervisor in advance if they are unsure whether an expense will be reimbursed.

SECTION 4 - TIME OFF

4.1 Colorado: Sick and Safe Time (HFWA)

This policy complies with the Colorado Healthy Families and Workplaces Act (C.R.S. § 8-13.3-401 et seq.) and the Colorado Wage Protection Rules, 7 CCR 1103-7.

Eligibility

ProStar Flight Services, LLC provides paid sick leave to all employees in Colorado, in every classification, without regard to scheduled hours, length of service, or eligibility for any other benefit. HFWA Paid Sick Leave is maintained as a leave bank separate from Vacation and Personal Leave under Section 4.2, and accrues in addition to it.

For employees who work in Colorado who are eligible for sick leave under another policy and/or any other applicable sick time/leave law or ordinance, this policy applies solely to the extent it provides greater benefits or rights on any specific issue or issues than any other policy and/or any other applicable sick time/leave law or ordinance.

Accrual

Employees begin accruing paid sick leave pursuant to this policy at the start of employment. Employees accrue one (1) hour of paid sick leave for every thirty (30) hours worked, up to a maximum accrual of forty-eight (48) hours each year, inclusive of any hours carried over from the prior year.

Non-exempt employees accrue paid sick leave on all hours worked, including overtime hours. Exempt employees are assumed to work forty (40) hours in each workweek unless their normal workweek is less than 40 hours, in which case paid sick leave accrues based on that normal workweek.

For purposes of this policy, the year is the consecutive 12-month period beginning January 1 and ending December 31.

Availability

Paid sick leave is available for use immediately as it is earned. There is no waiting period, probationary period, or minimum length of service before an employee may use accrued paid sick leave.

An employee may use paid sick leave based on hours worked to date in the current pay period, even where the accrual has not yet posted in BambooHR. Where a posted balance is later found to be incorrect, the Company

will correct it in good faith within one month of the work and will notify the employee of the correction in writing.

Usage

Paid sick leave is used in increments of one (1) hour, as provided by C.R.S. § 8-13.3-404(3). An employee who is absent for part of a scheduled shift uses paid sick leave in whole hours; any partial hour of absence is charged as a full hour of paid sick leave. Employees may not use more than forty-eight (48) hours of accrued paid sick leave in any year.

Employees may begin using accrued paid sick leave immediately. Paid sick leave may be used in hourly increments. Employees may not use more than 48 hours of accrued paid sick leave in any year.

Employees may use accrued paid sick leave for the following reasons:

1. 1. Mental or physical illness, injury, or health condition that prevents the employee from working; the need to obtain a medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition; the need to obtain preventive medical care; or the need to grieve, attend funeral services or a memorial, or deal with financial and legal matters that arise after the death of a family member;
2. 2. To care for a family member who has a mental or physical illness, injury, or health condition; needs to obtain a medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or needs to obtain preventive medical care;
3. The employee or a family member has been the victim of domestic abuse, sexual assault, or harassment and the use of leave is to:
    - Seek medical attention to recover from a mental or physical illness, injury, or health condition caused by the domestic abuse, sexual assault, or harassment;
    - Obtain services from a victim services organization;
    - Obtain mental health or other counseling;
    - Seek relocation due to the domestic abuse, sexual assault, or harassment; or
    - Seek legal services, including preparation for or participation in a civil or criminal proceeding relating to or resulting from the domestic abuse, sexual assault, or harassment;
4. Due to a public health emergency, a public official has ordered closure of the employee's place of business or the school or place of care of the employee's child and the employee needs to be absent from work to care for the child.
5. The employee needs to care for a family member whose school or place of care has been closed due to inclement weather, loss of power, loss of heating, loss of water, or other unexpected occurrence or event that results in the closure of the family member’s school or place of care; or
6. The employee needs to evacuate the employee’s place of residence due to inclement weather, loss of power, loss of heating, loss of water, or other unexpected occurrence or event that results in the need to evacuate the employee's residence.

For purposes of this policy, "family member" means a person who is related to the employee by blood, marriage, civil union or adoption; a child to whom the employee stands in loco parentis or a person who stood in loco parentis when the employee was a minor; or a person for whom the employee is responsible for providing or arranging health- or safety-related care.

Use of paid sick leave will not be conditioned upon the employee searching for or finding a replacement worker. An employee is not required to refer to this policy or to the Healthy Families and Workplaces Act when requesting leave; a request for leave for any reason listed above is sufficient.

Unless advised otherwise, the Company will assume, subject to applicable law, that employees want to use available paid sick leave for the reasons set forth above. Employees will be paid for such absences to the extent they have paid sick leave available. An employee may instead elect to use Vacation and Personal Leave under Section 4.2. Where an employee's paid sick leave is exhausted, a qualifying absence is charged to Vacation and Personal Leave if the employee has a balance available and elects to use it, and is otherwise unpaid.

Requesting Paid Sick Leave

Paid sick leave is requested through BambooHR, in the same way employees already request Vacation and Personal Leave. When possible, employees should include the expected duration of the absence, and should notify their Supervisor promptly if that duration changes.

A request made orally, in writing, electronically, or by any other reasonable means is equally valid and will be honored. BambooHR is how the Company records leave, not a condition of taking it. Paid sick leave will not be denied, delayed, reduced, or recorded as an unexcused absence because a request was made by another means, or because an employee was unable to reach BambooHR before or during the absence. Where a request is made by another means, the employee should enter it in BambooHR on returning to work, or as soon as practicable afterward.

Notice Procedure

The procedures in this subsection are the Company's written notice policy under C.R.S. § 8-13.3-404(2). They exist so that the shop can plan coverage. Paid sick leave will not be denied, delayed, reduced, or recorded as an unexcused absence because an employee did not follow them.

When the need for paid sick leave is foreseeable — a scheduled procedure, a planned appointment, ongoing treatment, or a family member's scheduled care — the employee should:

- **Send a Microsoft Teams message to their Supervisor, the Director of Operations, and the Head of Human Resources,** as far in advance as the circumstances allow and, where possible, at least seven (7) days before the first day of leave. For maintenance personnel the Supervisor is the Maintenance Operations Manager; for office personnel the Supervisor is the Office Manager;
- State the first day of leave and the expected duration;

- Make a reasonable effort to schedule the leave so as not to unduly disrupt Company operations, consistent with C.R.S. § 8-13.3-404(5); and
- Record the leave in BambooHR against the HFWA Paid Sick Leave bank.

When the need for paid sick leave is not foreseeable, the employee should send the same Teams message to the same three recipients as soon as practicable — before the start of the scheduled shift where circumstances allow, and otherwise as soon as the employee is able. No advance notice is expected for leave that was not foreseeable.

Where an employee is unable to send the Teams message personally, notice given by any other reasonable means, or by another person on the employee's behalf, is sufficient. A single Teams message covering the full expected duration satisfies this subsection; employees are not required to report again on each successive day of a continuing absence, but should notify the same recipients if the absence extends beyond the duration originally stated.

Documentation

Where an employee uses paid sick leave for four (4) or more consecutive work days, the Company may require reasonable documentation that the leave was used for a purpose permitted by this policy, as provided by C.R.S. § 8-13.3-404(6). The Company will not require documentation for any absence shorter than four consecutive work days, and will not require documentation for Public Health Emergency Supplemental Paid Sick Leave.

Where documentation is required, any one of the following is sufficient, and the choice among them belongs to the employee:

- A document signed by a health care professional indicating that the paid sick leave was necessary;
- For leave relating to domestic abuse, sexual assault, or harassment: a document from a victim services organization, an attorney, a health care professional, a clergy member, or a police or court record; or
- The employee's own written statement that the leave was used for a purpose permitted by this policy, where the employee cannot obtain a document described above in reasonable time or without added expense.

Documentation is provided to the Head of Human Resources, and may be provided within a reasonable period after the employee returns to work, or upon separation if the employee does not return. The Company will not require documentation before the employee returns, and will not delay, deny, or withhold pay for paid sick leave while documentation is outstanding.

The Company will not require that documentation be signed, notarized, or provided in any particular format, and will accept documentation submitted by any reasonable method, including electronically.

If the Company reasonably considers documentation deficient, it will notify the employee within seven (7) days of receiving the documentation or of the employee's return to work, whichever is later, and will give the employee at least seven (7) days to cure the deficiency before paid leave is denied.

The Company will not require an employee to explain the nature of an illness, injury, or health condition, and will not require the disclosure of details relating to domestic abuse, sexual assault, or harassment, as a condition of taking or being paid for paid sick leave. Any health or safety information the Company receives is treated as a confidential medical record, kept in a file separate from other personnel documents, and is not disclosed to anyone without the employee's advance written consent.

Payment

Paid sick leave will be paid at the same hourly rate or salary and with the same benefits, including health care benefits, as the employee normally earns during hours worked, and on the same payday as regular wages. Use of paid sick leave is not considered hours worked for purposes of calculating overtime.

Carryover and Payout

Employees may carry over up to forty-eight (48) hours of accrued, unused paid sick leave to the following calendar year. If the employee carries over accrued, unused paid sick leave from the prior year, the employee will be eligible to accrue only enough hours of paid sick leave in the following year to bring the employee to the 48 hours maximum, regardless of how much paid sick leave the employee used in the previous year and when it was used. Accrued but unused paid sick leave will not be paid at separation.

Advances, Offsets, and Payout

Colorado law permits, but does not require, an employer to loan paid sick leave in advance of accrual. The Company has elected not to offer sick leave advances. An employee may use paid sick leave only as it is accrued.

Accrued HFWA Paid Sick Leave will not be offset against any amount an employee owes the Company, including any payroll advance under Section 4.10 or vacation advance under Section 5.3, and will not be deducted from any final paycheck.

Leave Balances and Records

The Company retains records for each employee for two (2) years documenting hours worked, paid sick leave accrued, and paid sick leave used. An employee may request a written or electronic statement of their current available paid sick leave and the amount used during the benefit year. Requests may be made once per month, and additionally at any time a need for paid sick leave arises.

Good Faith and Non-Retaliation

Using paid sick leave for a purpose not permitted by this policy, or knowingly providing false documentation, may result in discipline up to and including termination. Failing to follow the notice procedure above is not misuse of paid sick leave and will not be treated as such.

Paid sick leave will not be counted as an absence that may lead to discipline or any other adverse action. The Company will not retaliate against any employee for requesting or using paid sick leave, for informing another person of their rights, or for filing a complaint or participating in any investigation or proceeding under the Healthy Families and Workplaces Act. Employees may file a complaint with the Colorado Department of Labor and Employment or bring a civil action if paid sick leave is denied or retaliation occurs.

Additional Public Health Emergency Paid Sick Leave

In addition to accrued paid sick leave explained above, on the date a public health emergency is declared, the Company will supplement each employee's accrued paid sick leave as necessary to ensure that the employee may take paid sick leave as follows:

- Employees who normally work 40 or more hours in a week may take at least 80 hours of paid sick leave in a public health emergency;
- Employees who normally work fewer than 40 hours in a week may take at least the greater of either the amount of time the employee is scheduled to work in a 14-day period or the amount of time the employee actually works on average in a 14-day period.

The Company may count unused accrued paid sick leave, as explained above, toward the supplemental paid sick leave required for a public health emergency. Employees may use public health emergency paid sick leave until four (4) weeks after the official termination or suspension of the public health emergency. Employees may use public health emergency paid sick leave for the following absences related to a public health emergency:

1. To self-isolate and care for oneself when diagnosed with a communicable illness that is the cause of a public health emergency; self-isolate and care for oneself when experiencing symptoms of a communicable illness that is the cause of a public health emergency; seek or obtain medical diagnosis, care, or treatment if experiencing symptoms of a communicable illness that is the cause of a public health emergency; seek preventive care concerning a communicable illness that is the cause of a public health emergency;
2. To care for a family member who is self-isolating after being diagnosed with a communicable illness that is the cause of a public health emergency; is experiencing symptoms of a communicable illness that is the cause of a public health emergency; needs medical diagnosis, care, or treatment if experiencing symptoms of a communicable illness that is the cause of a public health emergency; or is seeking preventive care concerning a communicable illness that is the cause of a public health emergency;
3. With respect to a communicable illness that is the cause of a public health emergency:
    - A local, state, or federal public official or health authority having jurisdiction over the location in which the Company is located or the Company determines that the employee's presence on the job or in the community would jeopardize the health of others because of the employee's exposure to the communicable illness or because the employee is exhibiting symptoms of the

communicable illness, regardless of whether the employee has been diagnosed with the communicable illness; or

- Care of a family member after a local, state, or federal public official or health authority, having jurisdiction over the location in which the family member's place of employment is located, or the family member's employer determines that the family member's presence on the job or in the community would jeopardize the health of others because of the family member's exposure to the communicable illness, or because the family member is exhibiting symptoms of the communicable illness, regardless of whether the family member has been diagnosed with the communicable illness;

4. Care of a child or other family member when the individual's child care provider is unavailable due to a public health emergency, or if the child's or family member's school or place of care has been closed by a local, state, or federal public official or at the discretion of the school or place of care due to a public health emergency, including if a school or place of care is physically closed but providing instruction remotely;
5. Inability to work because the employee has a health condition that may increase susceptibility to or risk of a communicable illness that is the cause of the public health emergency.

Employees must notify the Company of the need for public health emergency paid sick leave as soon as practicable when the need for paid sick leave is foreseeable and the Company's place of business has not been closed. Documentation is not required to take public health emergency paid sick leave.

Public health emergency paid sick leave in the amount described above may be taken once during the entirety of a public health emergency even if such public health emergency is amended, extended, restated, or prolonged.

If employees have any questions regarding this policy, they should contact the Head of Human Resources.

4.2 Vacation and Personal Leave

ProStar recognizes that employees have diverse needs for time away from work. Vacation and Personal Leave provides paid time for rest, travel, appointments, personal affairs, and other absences taken at the employee’s discretion. We know how hard employees work and recognize the importance of providing time for rest and relaxation. We fully encourage employees to take it.

This policy complies with the Colorado Healthy Families and Workplaces Act (C.R.S. § 8-13.3-401 et seq.) and the Colorado Wage Protection Rules, 7 CCR 1103-7.

Two leave banks

Paid leave is maintained in two separate banks, which accrue independently and are shown separately in BambooHR:

1. **Vacation and Personal Leave**, governed by this Section. Usable at the employee's discretion, subject to scheduling approval. Treated as wages under Colorado law and paid out on separation.
2. **HFWA Paid Sick Leave**, governed by Section 4.1. Usable only for the purposes listed in that Section. Not paid out on separation. Never advanced and never carried at a negative balance.

An absence is charged to the bank that matches its reason. An employee taking a vacation day uses Vacation and Personal Leave; an employee absent for a reason listed in Section 4.1 uses HFWA Paid Sick Leave. Employees may elect to use Vacation and Personal Leave for an absence that would qualify under Section 4.1.

Eligibility

Regular Full-time employees scheduled to work at least 40 hours per week, and Regular Part-time+ (RPT+) employees scheduled to work between 20 and 40 hours per week, accrue Vacation and Personal Leave. Employees scheduled fewer than 20 hours per week, on-call employees, temporary employees, interns, variable employees, and seasonal employees (including seasonal pilots) do not accrue Vacation and Personal Leave. All employees, in every classification, accrue HFWA Paid Sick Leave under Section 4.1. The ninety-day waiting period in this Section does not apply to paid sick leave. Paid sick leave accrues from the first day of employment and is available immediately as earned.

Seasonal Pilots

Seasonal pilots do not accrue Vacation and Personal Leave. Time away from the aircraft is arranged with the Director of Operations as described in the pilot's employment agreement and the Travel & Expense Policy, and is unpaid except as HFWA Paid Sick Leave or other law requires. A seasonal pilot who is later reclassified to a Regular Full-time or Regular Part-time+ position begins accruing under the rules for that classification. Service for the accrual bands is measured under Section 3.2 (Employee Service Credit).

Availability

Vacation and Personal Leave accrues each pay period based on paid hours in that period, and posts to the employee's balance in BambooHR when the pay period closes. Posted accruals are available for use from that point forward.

Accrual

- Full-time employees do not accrue Vacation and Personal Leave during their first ninety (90) days of employment. Accrual begins on the ninety-first (91st) day. Service for purposes of the accrual rate bands is measured from the employee's date of hire, not from the date accrual begins.

    - For Full-time employees, accruals are based upon paid hours up to 2,080 hours per year, excluding overtime.
- Regular Part-time+ employees do not accrue Vacation and Personal Leave during their first year of employment. Accrual begins on the first day of their second year. Service for purposes of the accrual rate bands is measured from the employee's date of hire, not from the date accrual begins.
    - Regular Part-time+ employees earn Vacation and Personal Leave on a prorated basis, accruals are based upon paid hours up to 1560 hours per year, excluding overtime.
- Length of service and level of responsibility determine the accrual rate.
- Leave does not accrue during unpaid leave of absence.
- Employees become eligible for a higher accrual rate on the first day of the pay period following the eligibility date.
- Service bands are measured from the employee's anniversary date.

Employees accrue paid time off as follows:

Employees (Full Time, Non-Exempt and Non-Supervisory)

After months completed	Accrual hours per year
Date of hire – one (1) year	48 hours = 0.023 per hour worked
After one (1) – two (2) years	64 hours = 0.031 per hour worked
After two (2) – five (5) years	80 hours = 0.039 per hour worked
After five (5) or more years	120 hours = 0.058 per hour worked

Supervisors SFT (oversight of 2 or more employees, Exempt):

After months completed	Accrual hours per year
Date of hire – one (1) year	80 hours (6.67 hours per month)

After one (1) – five (5) years	120 hours (10 hours per month)
After five (5) or more years	160 hours (13.33 hours per month)

***Salary employees (Exempt, non-supervisory)*:**

After months completed	**Accrual hours per year**
Date of hire – one (1) year	64 hours (5.33 hours per month)
After one (1) – five (5) years	80 hours (6.67 hours per month)
After five (5) or more years	120 hours (10 hours per month)

***Regular part-time (RPT+)* employees (non-exempt) maximum accrual Vacation and Personal Leave hours:**

After months completed	**Accrual hours per year**
Date of hire – one (1) year	None
After one (1) – two (2) years	16 hours = 0.010 per hour worked
After two (2) – five (5) years	32 hours = 0.021 per hour worked
After five (5) or more years	72 hours = 0.046 per hour worked

Use and Scheduling

Employees are ***required*** to use available Vacation and Personal Leave when taking discretionary time off. Leave **may be taken in increments as small as *one half (0.5) hour***, and is used in the number of hours the employee would otherwise have worked. For example, an employee who works a ten-hour day requests ten hours of leave when taking that day off. Leave is paid at the employee's straight-time base rate and is not part of any overtime calculation.

Whenever possible, leave must be scheduled in advance and is subject to supervisory approval, department staffing needs, and established departmental procedures. An employee who wishes to use three (3) or more consecutive scheduled workdays — defined as three consecutive days on which the employee would ordinarily have worked, not three consecutive calendar days — must submit a request through BambooHR at least two (2) weeks in advance. Similar notice should be given for shorter planned absences. Every effort will be made to grant requests consistent with our operating schedule. If too many employees request the same period, the Company reserves the right to choose who may take leave during that period. All things being equal, individuals with the longest length of service will be given preference.

Unscheduled absences charged to this bank will be monitored, and an employee may be counseled where the frequency of unscheduled absences adversely affects the operations of the department. A supervisor may request a statement from a health care provider concerning an unscheduled absence charged to this bank only. No such request will be made regarding an absence charged to HFWA Paid Sick Leave, which is governed exclusively by the notice and documentation provisions of Section 4.1.

Except for military commitments, ***employees must use available Vacation and Personal Leave before unpaid time off is allowed***. Leave does not accrue while an employee is on unpaid leave of absence.

Carryover and caps

Accrued, unused Vacation and Personal Leave carries over from year to year. The Company does not operate a "use it or lose it" policy, and accrued Vacation and Personal Leave is never forfeited.

There is a maximum, or cap, on the amount of Vacation and Personal Leave an employee can accumulate. This encourages the use of Vacation and Personal Leave and allows ProStar to manage its financial obligations responsibly. Accrual stops once an employee's balance reaches the cap for their service band, and resumes automatically once the balance falls below the cap through use or cash-out. Hours that would have accrued while the employee was at the cap are not earned and are not recovered later. Caps are:

Service band	Supervisory SFT	Salary, Non-supervisory	Hourly, Non-supervisory FT	RPT+
Hire – 1 year	80 hours	64 hours	48 hours	None
1 – 2 years	120 hours	80 hours	64 hours	16 hours

2 – 5 years	120 hours	80 hours	80 hours	32 hours
5+ years	160 hours	120 hours	120 hours	72 hours

Carryover of HFWA Paid Sick Leave is governed by Section 4.1, is mandatory up to forty-eight (48) hours, and is not subject to this Section.

Cash-Out

If an employee reaches the Vacation and Personal Leave cap, they may request a one-time cash-out of up to twenty (20) hours of accrued Vacation and Personal Leave at the employee's current standard rate, to be paid during the same accumulation year in which the cap was reached, measured from the employee's anniversary hire date. If the employee reaches the cap again within that same twelve-month period, no additional cash-out is available; the employee will simply stop accruing until some leave is used.

To request a cash-out, the employee must submit the Vacation and Personal Leave Cash Out Request Form found in BambooHR.

Separation

Upon separation from ProStar for any reason, employees will have their accrued, unused Vacation and Personal Leave paid out at their current straight-time base rate of pay. Accrued HFWA Paid Sick Leave and Public Health Emergency Supplemental Paid Sick Leave are not paid out.

4.3 Paid Holidays

Full-time employees are eligible to be paid for the following holidays:

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

When holidays fall or are celebrated on what otherwise would be a regular workday for the eligible employee, eligible employees will receive one (1) day's pay at their regular straight-time rate. Eligible employees who are called in to work on a holiday will receive 1.5 times their regular straight-time rate unless otherwise required by applicable law. If a holiday falls within an approved vacation period, the employee is paid for the holiday.

Regular part-time (RPT+) employees receive holiday pay pro rata to their regularly scheduled hours. Employees must complete 90 days of employment to be eligible. Eligible employees who are called in to work on a holiday receive 1.5 times their regular straight-time rate for hours worked, instead of holiday pay, unless applicable law requires more.

Seasonal pilots are not eligible for holiday time off. If the conditions are right for capture, Pilots will be flying. Flight time logged on a holiday is paid at 2 times the normal flight hour rate, in addition to the Daily Base.

4.4 Bereavement Leave

The death of a family member is a time when employees wish to be with their families. If the employee is full-time and loses a close relative, the employee will be allowed paid time off of up to three (3) workdays to assist in attending to obligations and commitments. For the purposes of this policy, a close relative includes a spouse, domestic/civil union partner, parent, sibling, Grandparent, In-Laws, Cousin, Aunt, Uncle, or any other relation required by applicable law. Paid leave days may be taken only on regularly scheduled, consecutive workdays following the day of death. Employees must inform their supervisor prior to commencing bereavement leave. In administering this policy, ProStar Flight Services, LLC may require verification of death.

Employees may also use HFWA Paid Sick Leave to grieve, attend funeral services or a memorial, or handle financial and legal matters after the death of a family member, as described in Section 4.1. That leave is not limited to the days above.

4.5 Jury Duty

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

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

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

4.6 Voting Leave

In the event employees do not have sufficient time outside of working hours to vote in a statewide election, if required by state law, the employee may take off enough working time to vote. Such time will be paid if required by state law. This time should be taken at the beginning or end of the regular work schedule. Where possible, supervisors should be notified at least two (2) days prior to the voting day.

4.7 Colorado: Paid Family and Medical Leave 1

Colorado's Family and Medical Leave Insurance (FAMLI) program provides partial wage replacement, paid by the State, when an employee is away from work for a qualifying reason. FAMLI benefits are paid by the FAMLI Division, not by ProStar. This Section describes how the program works alongside Company policies.

ProStar participates in the state FAMLI plan. The Company will provide each employee with the official FAMLI Required Program Notice published by the Colorado Department of Labor and Employment at hire, on request, and within five days of learning of an event that may qualify an employee for FAMLI leave. That notice is also posted in the workplace. This Section is a summary and does not replace the official notice.

Eligibility

Colorado employees who have a qualifying condition and who earned $2,500 over the previous year for work performed in Colorado are eligible for FAMLI leave and for family and medical leave insurance benefits while taking that leave. There is no minimum length of service with ProStar required to qualify for benefits.

Premiums

FAMLI is funded by a premium on wages, shared between employer and employee. The FAMLI Division sets the premium rate each year; the current rate is posted at famli.colorado.gov. Employers with ten or more employees nationwide pay half, and the remaining half is deducted from employee wages; employers with nine or fewer employees remit only the employee share. The FAMLI Division sets the rate annually, so this figure changes from time to time. The employee share appears as a line item on the employee's regular paycheck, and the Company remits both shares to the FAMLI Division quarterly.

Entitlement

Eligible employees are entitled to up to 12 weeks of paid leave per year, except that benefits are payable up to:

1. An additional four (4) weeks to an eligible employee with a serious health condition related to pregnancy complications or childbirth complications; and

2. For claims arising on or after January 1, 2026, an additional 12 weeks to an eligible employee who has a child receiving inpatient care in a neonatal intensive care unit, for the duration that the child is receiving care in the neonatal intensive care unit.

For FAMLI purposes, a "year" means the employee's application year — the twelve-month period measured forward from the first day of the employee's FAMLI leave, not the calendar year. The next application year begins twelve months later, or on the next date the employee takes FAMLI leave, whichever is later. An employee may have only one application year open at a time

Colorado’s FAMLI leave is available for the following circumstances:

- Caring for a new child during the first year after the birth, adoption, or foster care placement of that child;
- Caring for a family member with a serious health condition;
- For the employee’s own serious health condition;
- Because of any qualifying exigency leave; or
- For safe leave.

"Family member" means:

1. Regardless of age, a biological, adopted, or foster child; stepchild or legal ward; a child of a domestic partner; a child to whom the covered employee stands in loco parentis; or a person to whom the covered employee stood in loco parentis when the person was a minor;
2. A biological, adoptive, or foster parent, stepparent, or legal guardian of a covered employee or covered employee's spouse or domestic partner or a person who stood in loco parentis when the covered employee or covered employee's spouse or domestic partner was a minor child;
3. A person to whom the covered employee is legally married under the laws of any state, or a domestic partner of a covered individual as defined in Colo. Rev. Stat. § 24-50-603(6.5);
4. A grandparent, grandchild, or sibling (whether a biological, foster, adoptive, or step-relationship) of the covered employee or covered employee's spouse or domestic partner; or
5. As shown by the covered employee, any other individual with whom the covered employee has a significant personal bond that is or is like a family relationship, regardless of biological or legal relationship.

"Caring for a new child" means caring, bonding, and providing the basic needs of a child that is younger than 18 and sometimes up to the age of 21 if still under jurisdiction of the juvenile court. Leave can be used once during the fostering and adopting of the same child. When using leave to "care for a new child," benefits are limited to parents and individuals standing in loco parentis to the child.

"Qualifying exigency leave" means leave based on a need arising out of a covered employee's family member's active-duty service or notice of an impending call or order to active duty in the armed forces. This type of leave includes things like providing for the care or other needs of the military member's child or other family member, making financial or legal arrangements for the military member, attending counseling, attending military events

or ceremonies, spending time with the military member during a rest and recuperation leave or following return from deployment, or making arrangements following the death of the military member.

A "serious health condition" means an illness, injury, impairment, pregnancy, recovery from childbirth, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility, or continuing treatment by a health care provider.

"Safe leave" means any leave needed because the covered employee or the employee's family member is the victim of domestic violence, the victim of stalking, or the victim of sexual assault or abuse if the covered employee is using the leave from work to protect the covered individual or the covered employee's family member by:

1. Seeking a civil protection order to prevent domestic violence;
2. Obtaining medical care or mental health counseling or both for them or for their children to address physical or psychological injuries resulting from the act of domestic violence, stalking, or sexual assault or abuse;
3. Making their home secure from the perpetrator of the act of domestic violence, stalking, or sexual assault or abuse, or seeking new housing to escape said perpetrator; or
4. Seeking legal assistance to address issues arising from the act of domestic violence, stalking, or sexual assault or abuse, or attending and preparing for court-related proceedings arising from said act or crime.

Use of Leave

Leave may be taken continuously, intermittently, or as a reduced schedule. An employee may take intermittent leave in increments of one (1) hour, or in shorter periods consistent with the increments the Company uses to measure leave, except that benefits are not payable until the employee accumulates at least eight (8) hours of family and medical leave insurance benefits.

FAMLI wage replacement benefits are paid at a rate of up to 90% of the employee’s average weekly wage, with lower wage earners receiving a higher percentage. Benefits are calculated on a sliding scale using the employee’s average weekly wage from the previous five (5) calendar quarters in relation to the average weekly wage for the State of Colorado. Employees may estimate benefits using the calculator at famli.colorado.gov.

Relationship to Company Leave

FAMLI leave is unpaid by the Company; wage replacement comes from the FAMLI Division. Employees may choose to use HFWA Paid Sick Leave under Section 4.1 or Vacation and Personal Leave under Section 4.2 before using FAMLI benefits, but are not required to do so. Where the Company and the employee mutually agree, an employee may supplement FAMLI benefits with either leave bank in order to reach full wage replacement.

Because FAMLI leave is unpaid by the Company, neither HFWA Paid Sick Leave nor Vacation and Personal Leave accrues during periods of FAMLI leave in which no hours are worked. Any balance an employee has already accrued in either bank remains available on their return.

Employee Notice to the Company

When the need for leave is foreseeable, employees must provide not less than 30 days' notice before the start of planned leave, where practicable, and must make a reasonable effort to schedule leave so as not to unduly disrupt Company operations. When the need for leave is unforeseeable, or providing 30 days' notice is not possible, employees must provide notice as soon as possible, and have up to 30 days after the leave has begun to apply for FAMLI benefits.

Notice should be given to the Head of Human Resources. The Company will provide the employee with the official FAMLI Required Program Notice within five days of learning of the event.

Employee Application to the FAMLI Division

Employees or their designated representatives apply for FAMLI benefits by submitting an application directly to the FAMLI Division, together with the documentation the Division requires to support the need for leave. The Company cannot make an employee apply for FAMLI benefits, and does not receive or review the medical documentation supporting a claim. Instructions are available at famli.colorado.gov.

Applications may be submitted in advance when the need for leave is foreseeable. Approved applications are paid by the FAMLI Division within two (2) weeks after the claim is properly filed, and every two weeks thereafter. Employees may appeal claim determinations to the FAMLI Division. Employees who attempt to defraud the FAMLI program may be disqualified from receiving benefits.

A claim must be opened with the FAMLI Division within thirty (30) days after the first date of absence. A claim filed between thirty-one (31) and ninety (90) days after that date will be considered only if the employee establishes good cause for the delay.

Job Benefits and Protection

The Company will maintain health care benefits for an employee on FAMLI leave on the same terms as before the leave began. The employee remains responsible for their share of premiums during the leave, and should make arrangements with the Head of Human Resources for payment before the leave begins.

An employee who has worked for the Company for at least 180 days is entitled to return to the same position, or an equivalent position, upon return from FAMLI leave. An employee with less than 180 days of service is not guaranteed reinstatement under FAMLI, but remains entitled to any reinstatement rights available under other applicable law, including a reasonable accommodation under Section 1.3.

Interaction with Other Leave Policies

Where FAMLI leave is taken for a reason that also qualifies under another leave law that applies to the Company, the leave runs concurrently and counts against both entitlements. The federal Family and Medical Leave Act applies only to employers with 50 or more employees, and Colorado Family Care Leave under C.R.S. § 8-13.3-203 extends that federal entitlement; neither currently applies to ProStar.

Non-Retaliation

FAMLI makes it unlawful for an employer to discriminate, retaliate, threaten to retaliate, or interfere with the exercise of any right under the program. The Company will not retaliate against any person who files a complaint, causes a complaint to be filed, participates or testifies in a proceeding relating to a violation, or provides information connected to such a proceeding.

Employees with questions about this policy should contact the Head of Human Resources. Questions about eligibility determinations, entitlement, or benefit amounts should be directed to the FAMLI Division. If employees believe their FAMLI rights have been violated, they should contact the Head of Human Resources immediately. The Company will investigate and take prompt and appropriate remedial action. Employees may also file a complaint with the FAMLI Division, or file suit in court.

4.8 Personal Leave

If employees are ineligible for any other Company leave of absence, ProStar Flight Services, LLC, under certain circumstances, may grant a personal leave of absence without pay. A written request for a personal leave should be presented to management at least two (2) weeks before the anticipated start of the leave. If the leave is requested for medical reasons, ProStar may request reasonable supporting documentation, except where the absence qualifies for HFWA Paid Sick Leave under Section 4.1 or for leave under the Colorado FAMLI program, in which case the documentation provisions of those policies govern. The request will be considered on the basis of staffing requirements and the reasons for the requested leave, as well as performance and attendance records. Normally, a leave of absence will be granted for a period of up to eight (8) weeks. However, a personal leave may be extended if, prior to the end of leave, employees submit a written request for an extension to management and the request is granted. Vacation and Personal Leave does not accrue during an unpaid personal leave of absence. HFWA Paid Sick Leave accrues on hours worked, so it does not accrue during unpaid leave, but any balance the employee has already accrued remains available on return. ProStar Flight Services, LLC will continue health insurance coverage during the leave if employees submit their share of the monthly premium payments to the Company in a timely manner, subject to the terms of the plan documents.

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

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

Failure to advise management of availability to return to work, failure to return to work when notified or a continued absence from work beyond the time approved by the Company will be considered a voluntary resignation of employment. This does not apply to any absence protected by law, including absences covered by Section 4.1, the Colorado FAMLI program, or a reasonable accommodation under Section 1.3.

Personal leave runs concurrently with any Company-provided Short-Term Disability Leave of Absence.

4.9 Military Leave

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

If employees are required to attend yearly Reserves or National Guard duty, they can apply for an unpaid temporary military leave of absence not to exceed the number of days allowed by law (including travel). They should give management as much advance notice of their need for military leave as possible so that ProStar Flight Services, LLC can maintain proper coverage while employees are away.

SECTION 5 - BENEFITS

5.1 Benefits Overview

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

The next few pages contain a brief outline of the benefits programs ProStar Flight Services, LLC provides employees and their families. Of course, the information presented here is intended to serve only as guidelines.

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

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

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

If employees have any questions regarding benefits, they should contact the Head of Human Resources.

5.2 Insurance and Supplemental Programs

Regular Full-time employees may participate in the Company's insurance programs. Under these plans, eligible employees may participate in comprehensive health and other insurance coverage for themselves and their families, as well as other benefits.

Upon becoming eligible to participate in these plans, you will receive summary plan descriptions (SPDs) describing the benefits in greater detail. Please refer to the SPDs for detailed plan information. Of course, feel free to speak to Human Resources if you have any further questions.

Medical, Dental, and Vision Insurance

Full-time employees working 40 hours or more per week (RFT) are eligible for medical, dental, and/or vision insurance on the first of the month following 60 days of service. To keep coverage in force, every insured employee must work a minimum of 35 hours per week.

The Company pays a portion of Employee Only premium for the medical insurance. The dental and vision are voluntary, are not paid by ProStar, but are offered as pre-tax deductions to the employee. Inactive employees are not eligible to have their premiums paid by the company.

Employees on FAMLI leave keep their health coverage on the same terms as before the leave and remain responsible for their share of premiums. See Section 4.7.

AFLAC

Different AFLAC Voluntary options are available to regular full-time employees who work a minimum of 40 hours per week (RFT). RFT employees are eligible for this benefit on the first of the month following 60 days of service.

HealthShare and Direct Primary Care Options

In lieu of traditional medical insurance, an employee may opt for membership of a HealthShare network and a Direct Primary Care network. If this is the case, ProStar Flight Services, LLC will pay a portion of the employee's monthly membership contribution to these programs. To keep coverage in force, every covered employee must work a minimum of 35 hours per week. Inactive employees are not eligible to have their memberships paid by the company.

5.3 Retirement Plan

Eligible employees are able to participate in ProStar Flight Services, LLC's SEP IRA retirement plan.

Upon becoming eligible to participate in this plan, employees will receive an SPD describing the plan in greater detail. Please refer to the SPD for detailed plan information. Of course, feel free to speak to the Head of Human Resources if there are any further questions.

5.4 Workers' Compensation

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

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

SECTION 6 - HEALTH, SAFETY AND SECURITY

6.1 Health and Safety

The health and safety of employees and others on Company property are of critical concern to ProStar Flight Services, LLC. The Company intends to comply with all health and safety laws applicable to our business. To this end, the Company must rely upon employees to ensure that work areas are kept safe and free of hazardous conditions. Employees are required to be conscientious about workplace safety, including proper operating methods, and recognize dangerous conditions or hazards. Any unsafe conditions or potential hazards should be reported to management immediately, even if the problem appears to be corrected. Any suspicion of a concealed danger present on the Company's premises, or in a product, facility, piece of equipment, process, or business practice for which the Company is responsible should be brought to the attention of management immediately.

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

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

6.2 Drug-Free as Well as Alcohol-Free Workplace

To assure worker fitness for duty and to protect employees, customers, and the public from the risks posed by employee use of alcohol and controlled substances., the Company has adopted a policy of maintaining a workplace free of drugs and alcohol. This policy applies to all employees and other individuals who perform work for the Company.

The unlawful or unauthorized use, abuse, solicitation, theft, possession, transfer, purchase, sale or distribution of controlled substances, drug paraphernalia or alcohol by an individual anywhere on Company premises / property, while on Company business (whether or not on Company premises / property) or while representing the Company, is strictly prohibited.

Use of these substances, whether on or off the job, can detract from an employee's work performance, efficiency, safety, and health, and therefore seriously impair the employee's value to ProStar.. In addition, the use or possession of these substances on the job constitutes a potential danger to the welfare and safety of employees and exposes ProStar to the risks of property loss or damage or injury to other persons.

The use of prescription and over-the-counter medication can also affect job performance and safety. An employee who is taking a medication that may impair their ability to work safely must tell their Supervisor that they may be unable to perform some duties safely. The employee does not have to say what the medication is or why it is taken. The Company will discuss reasonable accommodations in line with Section 1.3 - Reasonable Accommodations.

Pilots must also follow the Federal Aviation Regulations. Under 14 CFR 91.17, no person may act as a crew member within 8 hours after consuming any alcoholic beverage, while under the influence of alcohol, with a blood alcohol level of 0.04 or more, or while using any drug that affects the person's faculties in a way contrary to safety. Under 14 CFR 61.53, a pilot may not act as pilot in command or crew while they know of, or have reason to know of, a medical condition that makes them unable to meet the requirements for their medical certificate. Pilots are responsible for checking with their Aviation Medical Examiner before flying while taking any medication.

Employees and other individuals who work for the Company are also prohibited from reporting to work or working while they are using or under the influence of alcohol or any controlled substances, which may impact an employee's ability to perform his or her job or otherwise pose safety concerns. This restriction does not apply to responsible drinking of alcohol at business meetings and related social outings. Alcohol at business events and while traveling is also subject to the limits in the Travel & Expense Policy. Employees under 21 may not consume alcohol at work events. Pilots may not fly in violation of 14 CFR 91.17.

ProStar will encourage and reasonably accommodate employees with alcohol or drug dependencies to seek treatment and/or rehabilitation. Employees desiring such assistance should request a treatment or rehabilitation leave. ProStar is not obligated, however, to continue to employ any person whose performance of essential job duties is impaired because of drug or alcohol use, nor is ProStar obligated to re-employ any person who has participated in treatment and/or rehabilitation if that person's job performance remains impaired as a result of dependency.

Additionally, employees who are given the opportunity to seek treatment and/or rehabilitation, but fail to successfully overcome their dependency or problem, will not automatically be given a second opportunity to seek treatment and/or rehabilitation. This policy on treatment and rehabilitation is not intended to affect ProStar’s treatment of employees who violate the regulations described previously. Rather, rehabilitation is an option for an employee who acknowledges a chemical dependency and voluntarily seeks treatment to end that dependency.

The following rules and standards of conduct apply to all employees either on company property or when on business for ProStar (including during off shift time). Behavior that violates ProStar policy includes:

- Possession or use of an illegal or controlled substance, or being under the influence of an illegal or controlled substance while on the job - including marijuana;
- Driving a company vehicle or rental vehicle while under the influence of alcohol, marijuana, or an illegal or controlled substance; and
- Distribution, sale, or purchase of marijuana, or an illegal or controlled substance while on the job.

Violation of these rules and standards of conduct will not be tolerated. ProStar may also bring the matter to the attention of appropriate law enforcement authorities.

An employee's conviction on a charge of illegal sale or possession of any illegal or controlled substance while off company property will not be tolerated because such conduct, even though off duty, reflects adversely on ProStar . In addition, ProStar must keep people who sell or possess illegal or controlled substances off company premises / property and away from company material in order to keep the illegal or controlled substances themselves off the premises / property.

In order to enforce this policy, ProStar reserves the right to conduct searches of company property or employees and/or their personal property, and to implement other measures necessary to deter and detect abuse of this policy.

A blood test, urinalysis or other drug/alcohol test will be required where circumstances or workplace conditions justify it and in conformance with applicable state law. Your consent to submit to such a test is required as a condition of employment. Refusal to consent will result in disciplinary action, including termination, for a first refusal or any subsequent refusal.

Testing

ProStar may require drug and/or alcohol testing of all prospective new hires. ProStar requires drug and/or alcohol testing of current employees:

- When a reasonable suspicion exists that an employee is under the influence of any controlled substance, drug or alcohol while on the job, or is otherwise in violation of this policy.
- When an employee is found in possession of any controlled substance, drug or alcohol in violation of this policy, or when such items are found in an area controlled or used by the employee, such as the employee's workstation.

- When an accident, near miss, or incident occurs in which safety precautions are violated or careless acts are performed.
- All employees may be subject to random, unannounced testing.

6.3 Operation of Vehicles

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

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

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

Portable Communication Device Use While Driving

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

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

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

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

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

Rental vehicles

Employees who rent a vehicle for Company business follow the rental car rules in the Travel & Expense Policy. Only the employee named on the rental agreement may drive. Fines, tickets and administrative fees are the

driver's responsibility. Do not use a handheld phone while driving. Report any accident, damage, theft or citation the same day.

6.4 Smoking

Smoking and Tobacco Use Policy

Smoking, vaping, e-cigarette use, and all forms of smokeless tobacco (including chew and snuff) are strictly prohibited on all Company premises, in all Company vehicles, and on all Company equipment without exception.

Critical Safety Requirement: Smoking, vaping, and tobacco use of any kind are absolutely prohibited within 50 feet of any ProStar aircraft or refueling equipment. This is a non-negotiable safety standard that protects lives and property.

Violations of this policy will result in immediate disciplinary action, up to and including termination of employment.

6.5 Inspections

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

SECTION 7 - GENERAL STANDARDS OF CONDUCT

7.1 Workplace Conduct

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

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

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

Obviously, not every type of misconduct can be listed. Note that all employees are employed at-will, and ProStar Flight Services, LLC reserves the right to impose whatever discipline it chooses, or none at all, in a particular instance. The Company will deal with each situation individually and nothing in this handbook should be construed as a promise of specific treatment in a given situation.

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

7.2 Punctuality and Attendance

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

We do recognize, however, that there are times when absences and tardiness cannot be avoided. In such cases, employees are expected to notify their Supervisor as early as possible, but no later than the start of the work day, and to say how long they expect to be out. Employees do not have to give the nature of an illness. Asking another employee, friend or relative to give this notice is improper unless the employee is unable to call. Notice for leave covered by Colorado Paid Sick Leave is handled under that policy (Section 4.1).

Absences protected by law, including paid sick leave, FAMLI, FMLA, jury duty, military leave, and approved accommodations, are not counted against an employee under this policy.

A failure to report for three (3) consecutive scheduled work days, with no notice and no protected reason, may be treated as a voluntary resignation.

7.3 Employee Dress and Personal Appearance

At ProStar Flight Services, we ask that employees wear company-branded logo clothing whenever it is available and provided. When ProStar apparel is not available or appropriate for your specific duties, we expect all employees to dress in professional attire that reflects well on you, our company, and the aviation industry as a whole.

Remember that you are a representative of ProStar Flight Services in everything you do. Your appearance should convey professionalism, competence, and pride in your work.

All employees are expected to report to work well-groomed and clean. Some positions may require uniforms or safety equipment/clothing for operational or safety reasons. Please consult with your supervisor for specific guidance regarding acceptable attire and grooming standards for your particular role.

Employees who report to work dressed or groomed inappropriately may be asked to return home to change before resuming their duties.

ProStar pays for required uniforms, special apparel, and personal protective equipment (PPE), and will not deduct their cost from wages.

7.4 Conflict of Interest and Business Ethics

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

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

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

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

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

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

7.5 Solicitation and Distribution

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

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

7.6 Personal Communications and Visitor Policy

Personal Telephone Calls

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

Visitor Restrictions

For safety and security reasons, employees are prohibited from having personal guests visit or accompany them in any ProStar Flight Services, LLC facilities beyond the reception areas.

Aircraft Access

Personal visits to ProStar aircraft by friends and family members are strictly prohibited unless expressly authorized in advance by the President or Director of Operations. This policy ensures the safety and security of our aircraft, operations, and compliance with aviation regulations.

Violations of these policies may result in disciplinary action.

7.7 Electronic Bulletin Boards

Important notices and items of general interest are continually posted on ProStar Flight Services, LLC electronic bulletin boards (MS Teams Channels and BambooHR Announcements). Employees should make it a practice to

review these bulletin boards frequently. This will assist employees in keeping up with what is current at ProStar Flight Services, LLC.

SECTION 8 - TECHNOLOGY, PROPERTY AND INFORMATION

8.1 Use of Communications and Computer Systems

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

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

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

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

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

Each employee is issued individual credentials and is responsible for everything done under them. Employees must not share passwords with anyone, including coworkers and supervisors, must not use another employee's credentials, and must not attempt to access another employee's account or files without authorization. Where the Company enables multi-factor authentication, employees must use it. Company data must not be stored in a personal cloud account, personal email, or a personal AI tool.

The Company administers its own systems and does not need an employee's password to obtain access. The Company will not ask any employee to disclose the password to a personal email account, personal social media account, or other personal online account, and will not ask an employee to add anyone to their personal accounts or to change privacy settings on them.

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

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

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

8.2 Artificial Intelligence

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

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

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

Access control. Employees must not give access to any AI tools approved for business use to anyone outside the company without prior approval from President/CEO and implementation of processes as required to meet security compliance requirements. This includes sharing login credentials or other sensitive information with third parties.

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

AI in employment decisions. Only the President may approve the use of any AI or automated tool to screen, rank, assess, or make recommendations about applicants or employees, including for hiring, promotion, compensation, scheduling, discipline, or termination. Colorado law imposes specific notice, transparency, and review obligations on employers that use these tools, and no such tool may be used at ProStar without confirming those obligations have been met.

8.3 Social Media and Online Communications Policy

ProStar Flight Services, LLC respects employees' rights to maintain personal blogs, websites, and social media accounts. However, to protect the Company's proprietary information, reputation, and operational security, all employees must adhere to the following policy:

Your Rights

Nothing in this policy limits an employee's rights under Section 7 of the National Labor Relations Act. Employees may discuss wages, hours, working conditions, and other terms of employment with coworkers and others, including on social media, and this policy will not be interpreted or applied to interfere with that right. Nothing in this policy prevents an employee from reporting a suspected violation of law to a government agency, or from discussing conduct they reasonably believe to be unlawful.

Prohibited Use During Work Hours

Employees may not post to blogs, websites, or social media platforms (including but not limited to Facebook, X, LinkedIn, Instagram, TikTok, or similar sites) during work time or using Company equipment, devices, internet connections, or property at any time. This prohibition includes posting flight schedules, aircraft locations, client information, or operational details.

Protection of Confidential and Proprietary Information

All Company policies regarding confidential, proprietary, and sensitive business information apply fully to all online communications and social media activity. This includes, but is not limited to:

- Client names, contracts, and business relationships
- Flight schedules, routes, and operational details
- Aircraft specifications, maintenance records, and technical information
- Financial data, pricing, and business strategies
- Employee information and internal communications
- Trade secrets and proprietary processes
- Security procedures and protocols
- Any information not available to the general public

If information cannot legally or ethically be shared in person, via email, or in writing, it cannot be shared online or through social media under any circumstances.

Identifying Yourself

If an employee mentions the Company and also expresses a political opinion or an opinion about the Company's actions that could pose an actual or potential conflict of interest, the post must include a statement that the opinion is the employee's own and not the Company's position: *"The views expressed here are my own and do not represent the opinions or positions of ProStar Flight Services, LLC."* This disclaimer must be prominently displayed and clearly visible.

Professional Conduct Standards

All conduct that is impermissible under law or Company policy in any other context remains impermissible online. This includes, but is not limited to, content that is:

- Discriminatory, harassing, or hostile
- Obscene, defamatory, or libelous
- Threatening, violent, or intimidating
- Disparaging to the Company, clients, coworkers, or competitors
- In violation of intellectual property rights
- Contrary to Company values or professional standards

Company Monitoring and Consequences

ProStar Flight Services, LLC reserves the right to monitor publicly available social media content that references the Company or its employees. The Company may take appropriate action in response to posts that violate this policy, damage the Company's reputation, compromise security, or breach confidentiality obligations.

Violations of this policy will result in disciplinary action, up to and including termination of employment. Employees may also be held personally liable for damages caused by unauthorized disclosures or inappropriate online conduct.

Guidance and Questions

Employees should exercise sound judgment and consider whether their online activity could negatively impact ProStar Flight Services, LLC, its clients, or the aviation industry. When in doubt, do not post. Employees with questions about this policy should consult their supervisor or Human Resources before posting.

8.4 Personal and Company-Provided Mobile Devices

This policy covers mobile phones, tablets, laptops, smart watches, and similar devices (portable communication devices, or PCDs), whether provided by the Company or personally owned and used for Company work.

Company-provided devices

Company-provided PCDs are for business use. Limited personal use is permitted on the same terms as Section 8.1. Employees have no reasonable expectation of privacy in their use of a Company device, and all use is subject to monitoring to the extent permitted by law.

Using a personal device for work

An employee may use a personal device for Company work only with approval from the DOO or President. Approval requires the employee to agree to the following:

- Company email and files are accessed only through Company-approved applications, not by forwarding to a personal account or copying to personal storage.
- The device is protected by a passcode or biometric lock and receives security updates.
- Loss or theft of the device is reported to [the Head of Human Resources] immediately.
- On separation, or on request, the employee will make the device available so that Company information can be removed. Removal will be limited to Company applications and data. The Company will not delete personal photographs, contacts, messages, or other personal content, and will not perform a full factory reset of a personally owned device.

Communications sent through Company systems on a personal device are subject to the same monitoring and retention as any other Company communication. Company information on a personal device remains Company property.

Professional use

All calls, messages, and email sent for business purposes must be professional, whether from a Company or personal device, and must follow Company policies on harassment, discrimination, conduct, confidentiality, and equipment use.

Use while driving

Do not use a handheld device while driving. See Section 6.3 (Operation of Vehicles).

8.5 Confidential Company Information

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

Nothing in this policy or in any agreement with the Company prohibits employees from discussing or disclosing their own wages, hours, or working conditions; from discussing or disclosing information about unlawful or discriminatory workplace practices; or from reporting a suspected violation of law to, filing a charge with, or participating in an investigation by any government agency, in each case without notice to the Company.

Under the Defend Trade Secrets Act (18 U.S.C. 1833(b)), an individual will not be held criminally or civilly liable under any federal or state trade secret law for disclosing a trade secret (a) in confidence to a federal, state, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law, or (b) in a complaint or other document filed under seal in a lawsuit or other proceeding. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the individual's attorney and use the trade secret information in the court proceeding if the individual files any document containing the trade secret under seal and does not disclose the trade secret except under court order.

8.6 Use of Facilities, Equipment and Property, Including Intellectual Property

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

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

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

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

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

8.7 Publicity/Statements to the Media

All media inquiries seeking the Company's official position as to any issue of the Company must be referred to the President. Only the President is authorized to make or approve public statements on behalf of the Company. No employees, unless specifically designated by the President, are authorized to make those statements on behalf of the Company. Any employee wishing to write and/or publish an article, paper, or other publication on behalf of the Company must first obtain approval from the President.

8.8 Record Retention

ProStar Flight Services, LLC acknowledges its responsibility to preserve information relating to litigation, audits and investigations. Failure on the part of employees to follow this policy can result in possible civil and criminal sanctions against the Company and its employees and possible disciplinary action against responsible individuals (up to and including discharge of the employee). Each employee has an obligation to contact the President to inform them of potential or actual litigation, external audit, investigation or similar proceeding involving the Company that may have an impact on record retention protocols.

8.9 Electronic Records and Signatures

ProStar delivers and collects many employment documents electronically, primarily through BambooHR. These include this handbook and its revisions, policy notices, acknowledgment forms, leave and advance forms, benefit enrollment materials, and other Company communications.

Consent to electronic delivery

By accepting employment and using the Company’s systems, employees consent to receive Company documents and notices electronically, at the email address on file or through BambooHR. Employees are

responsible for keeping a current email address on file and for reviewing documents delivered electronically.

An employee may request a paper copy of any document delivered electronically, at no cost, by contacting the Head of Human Resources. Requesting a paper copy does not withdraw consent. An employee may withdraw consent to electronic delivery entirely by notifying the Head of Human Resources in writing, after which documents will be provided on paper.

Electronic signatures

Where an employee signs a document electronically — by typing a name, clicking to accept, entering credentials to approve, or using an electronic signature feature in BambooHR or another Company system — that signature has the same force and effect as a handwritten signature on paper, and the electronic record has the same force and effect as a paper original.

Employees must not sign electronically on behalf of another person, and must not allow another person to use their credentials to sign anything.

The Company maintains electronic records in a form that can be retained and reproduced, and will provide a copy of any document an employee has signed on request.

Scope

This Section does not apply where a law or regulation requires a handwritten signature, a specific form of consent, or paper delivery. Certain tax documents, including annual wage statements, require separate consent to electronic delivery, which is collected separately.

Nothing in this Section alters the at-will nature of employment or converts any electronically delivered document into a contract.

8.10 A Few Closing Words

This handbook provides a comprehensive overview of ProStar Flight Services, LLC's policies, procedures, and benefits. It is designed to serve as a helpful resource throughout your employment with us.

Using This Handbook:

The information contained in this handbook is general in nature and intended to provide guidance for common situations. If you have questions or need clarification about any policy or procedure, please reach out to your supervisor, Human Resources, or any member of management for complete details and specific guidance.

Policy Changes:

ProStar Flight Services, LLC reserves the right to amend, add to, delete, or modify any provision of this handbook at any time, at its sole discretion. The Company also reserves the right to change its interpretation of any policy set forth in this handbook. While we intend to maintain the policies and benefits described here, business needs and circumstances may require adjustments.

Open Communication:

We encourage open communication and want you to feel comfortable asking questions. Please do not hesitate to speak with your supervisor or management team if you have questions about the Company, its policies, or employment practices.

Thank you for taking the time to read and familiarize yourself with this handbook. We look forward to working with you and supporting your success at ProStar Flight Services, LLC.

SECTION 9 - ACKNOWLEDGMENTS

9.1 General Handbook Acknowledgment

This Employee Handbook is designed to help you understand ProStar Flight Services, LLC's policies, procedures, and expectations. It provides general guidelines and descriptions to support your success here.

Important Notice:

The information in this Handbook is subject to change at any time, with or without notice, at the sole discretion of management. Individual circumstances may require individual consideration beyond what is described in these pages.

Your Acknowledgment:

By signing below, I acknowledge and confirm the following:

Receipt and Understanding:

- I have received and read a copy of the ProStar Flight Services, LLC Employee Handbook.
- I understand that the policies, rules, benefits, and procedures described in the Handbook are subject to change at the Company's sole discretion at any time.

At-Will Employment:

- I understand that my employment with ProStar Flight Services, LLC is at-will, meaning that either the Company or I may terminate the employment relationship at any time, for any reason, with or without cause or notice, regardless of the length of my employment or benefits received.
- I understand that only the President and/or CEO may modify my at-will employment status, and any such modification must be in a signed written agreement.

No Contract:

- I understand that this Handbook does not constitute an employment contract, express or implied, or a guarantee of employment for any specific period.

Compliance:

- I agree to read, understand, and comply with all policies and procedures outlined in the Handbook and any subsequent updates.

My signature below confirms that I have read and understand these statements and have received a copy of the Employee Handbook.

Employee's Printed Name: _____

Employee's Signature: _____

Position: _____

Date: _____

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

9.2 Colorado: COMPS Order Acknowledgment Form

I acknowledge that I have received the Colorado Overtime and Minimum Pay Standards Order ("COMPS Order") 2026 poster.

Employee's Printed Name: _____

Employee's Signature: _____

Position: _____

Date: _____

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

9.3 DRUG-FREE AND ALCOHOL-FREE WORKPLACE POLICY ACKNOWLEDGMENT

I acknowledge that I have received, read, and understand ProStar Flight Services, LLC's Drug-Free and Alcohol-Free Workplace Policy as outlined in Section 6.2 of the Employee Handbook.

I understand and agree to comply with the following:

Prohibited Conduct:

- The use, possession, sale, distribution, or being under the influence of alcohol, marijuana, illegal drugs, or controlled substances is strictly prohibited on Company premises/property, while conducting Company business, or while representing the Company.
- I will not drive any Company or rental vehicle while under the influence of alcohol, marijuana, or any illegal or controlled substance.

Medications:

- Any use of prescription medication must be approved by an FAA Aviation Medical Examiner (AME).
- I will immediately notify my supervisor if I am using any prescription or over-the-counter drugs that may impair my ability to safely perform my job.
- I understand that if a medication I take may impair my ability to work safely, I must tell my Supervisor that I may be unable to perform some duties safely, and that I do not have to say what the medication is or why I take it.
- I understand that if I am a Pilot, I must follow 14 CFR 91.17 and 61.53 and check with my Aviation Medical Examiner before flying while taking any medication.

Testing Requirements:

- I consent to drug and/or alcohol testing as a condition of employment, including:
    - Pre-employment testing
    - Reasonable suspicion testing
    - Post-accident/incident testing
    - Random, unannounced testing
- **I understand that refusal to consent to testing will result in disciplinary action, up to and including termination.**

Consequences:

- I understand that violations of this policy will result in disciplinary action, up to and including termination, and may be reported to law enforcement authorities.

- I understand that ProStar reserves the right to conduct searches of Company property and personal property to enforce this policy.

By signing below, I acknowledge that I have read and fully understand this policy and agree to abide by all its terms as a requirement of my employment.

Employee's Printed Name: _____

Employee's Signature: _____

Position: _____

Date: _____

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

9.4 NON-HARASSMENT POLICY ACKNOWLEDGMENT

I acknowledge that I have received, read, and understand ProStar Flight Services, LLC's Non-Harassment Policy and agree to abide by all its terms.

Employee's Printed Name: _____

Employee's Signature: _____

Position: _____

Date: _____

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