

HSE Management System

Motor Vehicle Safety Policy

Prepared	Reviewed	Approved	Effective Date	Version No.
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Important Notice:

1. This procedure is a Controlled Document and shall not be amended without the authority of the Safety Specialist – North America.
2. Any queries or feedback concerning the contents of this Procedure should be addressed to the Safety Specialist – North America.
3. This document is rendered null and void upon print.

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1.0 INTRODUCTION

During your assignment with Airswift, Airswift's Client (hereinafter "Client") may provide you ("Contractor") with a vehicle to be used within the scope of your assignment or may authorize you to drive your personal vehicle on behalf of Airswift or the Client. This Client and Personal Automobile Policy (the "Policy") describes the terms and conditions under which you are provided the vehicle or authorization to use your personal vehicle on behalf of Airswift or the Client. As the driver of a Client vehicle or the driver authorized to operate your personal vehicle on behalf of Airswift or the Client, you are responsible for reading this Policy and having a complete understanding of your responsibilities as they are described herein. Airswift, in its sole discretion, may change, terminate, amend or otherwise alter the policies and procedures contained herein at any time with or without notice. The Client may also have their own company vehicle policy which you must follow, if applicable.

A Client car or an authorization to use your personal vehicle on behalf of Airswift or the Client is hereby assigned to contractors under the following conditions:

- All drivers shall be properly licensed to operate the type of vehicle assigned, and they must carry valid license and proof of insurance at all times.
- The vehicle shall be used for its purpose.
- The vehicle shall be maintained in safe working order.
- Client vehicles must stay parked at the Client on-site lots in the evenings.
- Client vehicles must not be driven for non-work-related activities.
- Personal vehicles must not be driven for non-work-related-activities while being operated on behalf of Airswift or the Client.
- Non-Airswift contractors are prohibited from driving or riding in the vehicle, unless Client gives written approval or in an emergency situation.
- Only authorized Airswift contractors and Client employees can ride in or operate Client vehicles when being utilized on behalf of Airswift or the Client.
- Only authorized Airswift contractors can ride in or operate Personal vehicles when being utilized on behalf of Airswift or the Client.
- It is your responsibility to make sure that the vehicle doors remain locked while not in use to prevent theft. Airswift and Client will not be liable for any lost/stolen items.
- The contractor's spouse is not allowed to operate Client vehicles at any time and is not allowed to operate Personal vehicles while being utilized on behalf of Airswift or the Client.
- The children of the contractors are not allowed to operate Client vehicles at any time and are not allowed to operate a Personal vehicle while being utilized on behalf of Airswift or the Client.
- Hitchhikers are not permitted at any time.
- Loads shall be secure and shall not exceed the manufacturer's specifications and legal limits for the vehicle.

- The driver must immediately report any changes to his/her driver's license, including provisional conditions, suspensions, restrictions or permits to his/her supervisor. These changes are all encompassing and not limited to alcohol or drug related situations.
- The driver must always obey all traffic laws and speed limits.

2.0 PROOF OF AUTOMOBILE INSURANCE AND VALID DRIVER'S LICENSE

Contractors who use their personal vehicles for approved Company or Client business purposes may operate their personal vehicles based on the terms and conditions below.

Contractors are required to maintain personal automobile insurance coverage and are responsible for maintaining and carrying their own personal auto insurance card with them at all times. Company does not provide liability insurance.

The minimum liability coverage amounts are outlined below:

- \$100,000 Bodily Injury limit per occurrence
- \$300,000 Liability limit per occurrence
- \$100,000 Property Damage limit per occurrence

OR

- Combined Single Limit of at least \$300,000

A Statement of Insurance (Insurance Policy Declaration Page) and completed Exhibit B must be received and reviewed by the Account Manager before employee operates a vehicle on Company business. If the coverage changes throughout the course of contractor assignment, a new insurance statement must be completed as soon as possible.

Contractors must report any accident, theft, or damage involving a vehicle used on Company business to their Account Manager and to their own insurance company, regardless of the extent of damage or lack of injuries. These reports must be made as soon as possible, but no later than twenty-four (24) hours after the incident. However, they should not make any statements other than in reply to questions of investigating officers. Contractor is personally responsible for any damage caused to the vehicle or third party vehicles.

Contractors who drive a vehicle on Company business must, in addition to meeting the approval of the requirements above, exercise due diligence to drive safely and maintain the security of the vehicle and its contents. Contractors are responsible for any driving infractions or fines/fees that result from their driving.

Contractors are not permitted, under any circumstances, to operate a vehicle, or a personal vehicle for Company or Client business, when any physical or mental impairment causes the contractor to be unable to drive safely. This prohibition includes circumstances in which the contractor is temporarily unable to operate a vehicle safely or legally because of illness, medication, or intoxication. The driver and the passengers are required to wear seatbelts while the vehicle is in motion. Company may terminate driving privileges at any time, for any reason. Driving while under the influence of alcohol, and or drugs is strictly prohibited.

3.0 DAMAGE TO THE CLIENT VEHICLE

If contractors cause physical damage to the client vehicle, contractors are expected to reimburse Airswift for the first \$1,000.00 USD of damage. If contractors are involved in an accident, contractors will be expected to reimburse Airswift as follows:

- **1st accident:** Contractors will pay the first \$1000.00 USD in damages
- **2nd accident:** The first \$1,000.00 USD in damages and a written warning
- **3rd accident:** Automatic termination*

*Contractors can be terminated after the 1st or 2nd accident based on the results of the investigation.

Contractors are responsible for reporting all accidents, no matter how minor, immediately to your Service Consultant, Client Service Manager, or Supervisor within 24 hours.

An injury sustained from an accident during the contractor's commute will not be considered work-related.

For clarity, when commuting to work in a personal vehicle, contractors are personally responsible for any damage caused to your vehicle or third-party vehicles, as well as any medical costs resulting from injuries suffered.

4.0 FEES AND FINES

Airswift will review and evaluate this standard practice instruction on an annual basis, or when changes occur to 29 CFR 1910.146, that prompt revision of this document, or when facility operational changes occur that require a revision of this document. Additionally, this company will review the permit-required confined space program, using the canceled permits retained within one (1) year after each entry and revise the program as necessary, to ensure that employees participating in entry operations are protected from permit space hazards.

5.0 VEHICLE SAFETY

- The driver and the passengers are required to wear seatbelts while the vehicle is in motion, secure all loose objects in the vehicle at all times during operation.
- Airswift may terminate driving privileges at any time, for any reason.
- Use of cell phones or headphones is prohibited while driving. Please see **Exhibit A** for more information.
- Drivers are always to remain focused, have required items to hand, avoid eating or drinking, talking on the phone, adjusting radio, etc.
- It is prohibited to smoke in company motor vehicles.
- Weapons or illegal drugs are prohibited in the vehicle at any time.
- Perform 360° walk around your vehicle to be aware of any obstacles.

- Whenever possible, back into a parking space or driveway to increase visibility when departing. If you must stop or park the vehicle in a position that requires backing, the vehicle should be positioned to maximize visibility to the rear and critical areas adjacent to the vehicle.
- Contractors are not permitted, under any circumstances, to operate a vehicle, or a personal vehicle for Company business, when any physical or mental impairment causes the contractor to be unable to drive safely. This prohibition includes circumstances in which contractors are temporarily unable to operate a vehicle safely or legally because of illness, medication, or intoxication.
- The driver is required to follow company motor vehicle regulations, posted speed limits and operate the vehicle in a safe and controlled manner for all road and weather conditions. Vehicles shall not exceed the authorized or safe speed, always maintaining a safe distance from other vehicles, keeping the vehicle under positive control at all times and all established traffic regulations shall be observed. For vehicles traveling in the same direction, a safe distance may be considered to be approximately three (3) vehicle lengths or preferably a time lapse – three (3) seconds - passing the same point.
- Vehicles traveling in the same direction shall not be passed at intersections, blind spots, or dangerous locations.
- Vehicles must be in a safe working condition. Always carry out a 360 walkaround prior to operating your motor vehicle.
- Operate company motor vehicles with daytime running lights and/or headlights on at all times.
- Ensure all safety devices are in place and functioning.
- Ensure all cargo/tools are properly secured at all times Visually inspect all loads secure prior to every trip, include in your 360° walkaround.
- Engage the parking brake and the transmission in park or first gear (manual transmission).
- The driver may not leave the vehicle unattended and idling unless approved in writing by the area manager or equivalent.
- It is strictly prohibited to operate the vehicle under the influence of alcohol, narcotics, other substances, and/or medicine that may affect driving ability.
- When driving long-distance the driver will have scheduled sufficient breaks to prevent fatigue from setting in. When driving alone and the driver is having trouble staying awake, the driver should pull over in a well-lit or populated area to take in fresh air and or take a power nap.
- The driver may not park your vehicle within 10 feet of wells or fixed equipment, unless it is specifically required to be that close to perform the required work; if necessary, stop such vehicle outside the 10-foot radius, exit such vehicle and check for gas or fluid leaks before moving the vehicle closer.

6.0 DRIVER ELIGIBILITY

In order to make an accurate determination of your eligibility, Airswift will conduct a Motor Vehicle Report (“MVR”) check with the applicable authorities in the state or jurisdiction of your residence prior to, and annually during your engagement with Airswift. Contractors must pass an MVR check according to Airswift’s standards during the onboarding process in order to be hired by Airswift. All job offers from Airswift are conditional on the applicant meeting the onboarding requirements which includes passing an

MVR and a criminal background check. Airswift will not proceed with a conditional job offer if a candidate's driving record, reviewed during the onboarding process, indicates he or she is ineligible to drive an Airswift vehicle, a Client vehicle, or a Personal vehicle on behalf of Airswift or the Client.

6.1 MVR GUIDELINES

Contractor must maintain an acceptable Motor Vehicle Report ("MVR") according to Company standards and MVR guidelines below:

1. No more than three (3) moving violations and/or accidents in the past three (3) years.
2. No more than two (2) moving violations and or/accidents in the current year.
3. None of the following major convictions within the last five (5) years.
 - DWI/DUI
 - Leaving the scene of an accident
 - Reckless driving
 - Homicide or assault with a motor vehicle
 - Attempting to elude a police officer
 - Three or more license suspensions as a result of moving violations

At the company discretion and subject to applicable to state laws, Airswift may find contractors ineligible to drive due to major convictions older than five (5) years.

Driving records that are determined ineligible will result in a referral to the Service Consultant or Client Service Manager and the Human Resources department for appropriate action which may result in disciplinary action up to and including termination.

Airswift may in its sole discretion require the following actions if the MVR check determines contractors are ineligible for a Client Vehicle or authorization to use a Personal vehicle on behalf of Airswift or the Client:

- Driver training through an approved third party like the National Safety Council
- Place additional requirements or restrictions on your Vehicle use
- More frequent MVR checks and/or Vehicle Spot Checks

Contractors must report any accident, theft, or damage involving a vehicle used on Airswift business to your Service Consultant or Client Service Manager, regardless of the extent of damage or lack of injuries. These reports must be made as soon as possible, but no later 24 hours after the incident. However, contractors should not make any statements other than in reply to questions of investigating officers. Contractors are personally responsible for any damage caused to the vehicle or third-party vehicles. When contractors drive a vehicle on Airswift business, contractors must, in addition to meeting the approval of the requirements above, exercise due diligence to drive safely and maintain the security of the vehicle and its contents.

This Policy is not meant to, nor does it create an employment contract between Airswift, Airswift's Client, and contractors. The policies and procedures contained herein do not guarantee employment for any period of time, nor do they guarantee any particular terms and/or conditions of employment. The employment relationship between Airswift and contractors is "at will" and completely voluntary for all parties. Airswift may terminate the employment relationship at any time, in its sole discretion, subject to applicable law.

Exhibit A

CELL PHONE USE POLICY

If contractors have access to a cellular telephone while operating a vehicle, contractors must remember that the number one priority is driving safely and obeying the rules of the road. To ensure that contractors arrive to your destination safely, Airswift is requiring contractors do the following:

1. Find a safe place to pull off of roadway and place the call, even if contractors have hands-free capability.
2. If contractors receive a call while driving, they must allow the call go to the voice mail, and answer when safe.
3. Absolutely no texting while driving or phone use (i.e. surfing the web, answering emails, taking photos) is permitted while operating the vehicle.

Violations of this policy may result in loss of driving privileges and disciplinary action up to and including termination.

I, _____ (print name), have read and understood the above cellular telephone policy.

Signature: _____

Date: _____

Exhibit B

PROOF OF AUTOMOBILE INSURANCE AND VALID DRIVER'S LICENSE ACKNOWLEDGEMENT

I, _____ (print name), acknowledge that I received, read, and understand my responsibilities related to the use of motor vehicles for Company business, and will adhere to all requirements as a term and condition of my employment with Company and/or its affiliates. I also attest to the fact that the information listed below is complete and factual to the best of my knowledge, and I will update this form, within 30 days, of any changes to the required information.

Signature: _____

Date: _____

I. PROOF OF INSURANCE (Attach Copy of Insurance Declaration):

- A. \$100,000 Bodily Injury limit per occurrence
- B. \$300,000 Liability limit per occurrence
- C. \$100,000 Property Damage limit per occurrence

OR

- D. Combined Single-Limit Coverage \$300,000

II. PERSONAL VEHICLE:

- A. Make: _____
- B. Model/Year: _____
- C. State of Registration: _____
- D. License Plate Number: _____
- E. Mileage on Vehicle: _____

Exhibit C

EMPLOYEE AUTHORIZATION FOR MVR REVIEW

I, _____ (print name), acknowledge that the information contained in the Company's Vehicle Fleet Safety Policy has been reviewed with me, and a copy of the policy and driver rules have been furnished to me. As a driver of a company vehicle, I understand that it is my responsibility to operate the vehicle in a safe manner and to drive defensively to prevent injuries and property damage. I also understand that my employer will periodically review my Motor Vehicle Record to determine continued eligibility to drive a company vehicle. In accordance with the Fair Credit Reporting Act, I have been informed that a Motor Vehicle Record will be periodically obtained on me for continued employment purposes. I acknowledge the receipt of the above disclosure and authorize my employer or its designated agent to obtain a Motor Vehicle Record report. This authorization is valid as long as I am an employee or employee candidate and may only be rescinded in writing.

PRINT - EMPLOYEE'S NAME

DRIVER'S LICENSE NUMBER

Signature

Date

Reviewer's Signature

Date

*Retain signed original in employee's file