

NOTIFICATION AND RELEASE TO CONDUCT BACKGROUND CHECKS

In connection with your employment or application for employment and in accordance with pertinent laws, TransForce, Inc. may obtain or assemble consumer reports and/or investigative consumer reports (collectively, "Reports" related to information concerning your: previous employment (including employers, dates of employment, reasons for termination, etc.), academic history, verification of references and verification of other information supplied by you, professional credentials, drug/alcohol use in violation of law and/or company policy, driving record, accident history, workers compensation claims, criminal history records and information about your character, general reputation, and personal characteristics (collectively, "Information"). Information may be obtained from government agencies, educational institutions, TransForce clients, personal references, personal interviews and other Information sources (collectively, "Suppliers"). These reports will be obtained from HireRight, Asurint and other credit/consumer reporting agencies.

Upon providing proper identification and subject to applicable legal requirements and restrictions, you have the right to request the nature and substance of all Information in TransForce, HireRight and Asurint files pertaining to you, as well as information including, but not limited to: (i) whether any Reports have been provided by TransForce, HireRight or Asurint to other parties; (ii)identification of any Suppliers utilized by TransForce, HireRight or Asurint in compiling such Reports; and (iii) identification of any recipients of Reports furnished by TransForce, HireRight or Asurint within certain statutorily-prescribed time periods preceding your request. TransForce may be contacted by mail at 5520 Cherokee Ave Ste. 200, Alexandria, VA 22312, or by phone at (800) 308-698.



AUTHORIZATION FOR RELEASE OF INFORMATION

I hereby authorize TransForce to obtain information and disclose Information to its customers ("Customers"), if applicable, for the purpose of making a determination as to my eligibility for employment, promotion, retention or other lawful purpose. If hired, I authorize TransForce and TransForce Customers, if applicable, to retain this document on file to act as ongoing authorization for the procurement and assembly of Reports at any time during my employment or contract period. As permitted by law, I fully release TransForce, TransForce Customers and Suppliers from all claims of damages related to the investigation of my background and provision of Information as set forth in this document. I agree that if hired by TransForce, information in TransForce's possession may be supplied by TransForce to TransForce Customers for legally permissible purposes which maybe required by the Federal Motor Carrier Safety Regulations.

By signing below, I certify that: (i) all information provided herein is complete and accurate; (ii) I have read and fully understand this disclosure and authorization for release; (iii) prior to signing I was given an opportunity to ask questions and to have those questions answered to my satisfaction; (iv) I execute this authorization voluntarily and with the knowledge that the Information obtained pursuant to this authorization could affect my eligibility for employment, independent contractor status, promotion, retention or other lawful purpose: (v) I understand I may review this document with legal counsel prior to signing; (vi) I authorize TransForce and any person or entity contracted by TransForce to furnish the above-mentioned Information; and (vii) facsimile or e-mail copies of this authorization are as valid as an original.

AUTHORIZATION FOR RELEASE OF MEDICAL INFORMATION

I hereby authorize Concentra Medical Networks, Clinical Reference Laboratory and any other laboratory or medical facilities used by TransForce to release to TransForce, Inc. ("the Company" and its designated agents, including Medical Review Officers, Substance Abuse Professionals, and rehabilitation personnel, the results of laboratory tests and the fitness determination findings from the medical examination report, to which I have consented for the purpose of determining the presence of drugs and/or alcohol in my body or my medical fitness to operate a commercial vehicle. I expressly understand and agree that the Company will review the results of these tests in connection with making a decision concerning my employment.

I understand that consistent with guidance issued by the Federal Motor Carrier Safety Administration, TransForce shares ownership and responsibility for ensuring that the Part 382 & 391.41-53 testing regulations are followed with its clients and customers who perform regulated functions. Therefore, I hereby authorize TransForce to release the results of any of any drug, alcohol or medical test that I submit which are required by Part 382 & 391.41-53 of the Federal Motor Carrier Safety Regulations, to any of its motor carrier customers to whom I am assigned or for whom I may perform work, meet the for the purpose of permitting those customers to ensure that they can meet the obligations imposed upon them by Part 382 & 391.41-53.

This authorization shall become effective immediately. I understand that I have the right to receive a copy of this authorization upon request.



IMPORTANT DISCLOSURE REGARDING BACKGROUND REPORTS FROM THE PSP Online Service

In connection with your application for employment with TransForce, Inc. ("Prospective Employer"), Prospective Employer, its employees, agents or contractors may obtain one or more reports regarding your driving, and safety inspection history from the Federal Motor Carrier Safety Administration (FMCSA).

When the application for employment is submitted in person, if the Prospective Employer uses any information it obtains from FMCSA in a decision to not hire you or to make any other adverse employment decision regarding you, the Prospective Employer will provide you with a copy of the report upon which its decision was based and a written summary of your rights under the Fair Credit Reporting Act before taking any final adverse action. If any final adverse action is taken against you based upon your driving history or safety report, the Prospective Employer will notify you that the action has been taken and that the action was based in part or in whole on this report.

When the application for employment is submitted by mail, telephone, computer, or other similar means, if the Prospective Employer uses any information it obtains from FMCSA in a decision to not hire you or to make any other adverse employment decision regarding you, the Prospective Employer must provide you within three business days of taking adverse action oral, written or electronic notification: that adverse action has been taken based in whole or in part on information obtained from FMCSA; the name, address, and the toll free telephone number of FMCSA; that the FMCSA did not make the decision to take the adverse action and is unable to provide you the specific reasons why the adverse action was taken; and that you may, upon providing proper identification, request a free copy of the report and may dispute with the FMCSA the accuracy or completeness of any information or report. If you request a copy of a driver record from the Prospective Employer who procured the report, then, within 3 business days of receiving your request, together with proper identification, the Prospective Employer must send or provide to you a copy of your report and a summary of your rights under the Fair Credit Reporting Act.

Neither the Prospective Employer nor the FMCSA contractor supplying the crash and safety information has the capability to correct any safety data that appears to be incorrect. You may challenge the accuracy of the data by submitting a request to https://dataqs.fmcsa.dot.gov. If you challenge crash or inspection information reported by a State, FMCSA cannot change or correct this data. Your request will be forwarded by the DataQs system to the appropriate State for adjudication.

Any crash or inspection in which you were involved will display on your PSP report. Since the PSP report does not report, or assign, or imply fault, it will include all Commercial Motor Vehicle (CMV) crashes where you were a driver or co-driver and where those crashes were reported to FMCSA, regardless of fault. Similarly, all inspections, with or without violations, appear on the PSP report. State citations associated with Federal Motor Carrier Safety Regulations (FMCSR) violations that have been adjudicated by a court of law will also appear, and remain, on a PSP report.

The Prospective Employer cannot obtain background reports from FMCSA without your authorization.

AUTHORIZATION

If you agree that the Prospective Employer may obtain such background reports, please read the following and sign below:

I authorize TransForce, Inc. ("Prospective Employer") to access the FMCSA Pre-Employment Screening Program (PSP) system to seek information regarding my commercial driving safety record and information regarding my safety inspection history. I understand that I am authorizing the release of safety performance information including crash data from the previous five (5) years and inspection history from the previous three (3) years. I understand and acknowledge that this release of information may assist the Prospective Employer to make a determination regarding my suitability as an employee.

I further understand that neither the Prospective Employer nor the FMCSA contractor supplying the crash and safety information has the capability to correct any safety data that appears to be incorrect. I understand I may challenge the accuracy of the data by submitting a request to https://dataqs.fmcsa.dot.gov. If I challenge crash or inspection information reported by a State, FMCSA cannot change or correct this data. I understand my request will be forwarded by the DataQs system to the appropriate State for adjudication.

I understand that any crash or inspection in which I was involved will display on my PSP report. Since the PSP report does not report, or assign, or imply fault, I acknowledge it will include all CMV crashes where I was a driver or co-driver and where those crashes were reported to FMCSA, regardless of fault. Similarly, I understand all inspections, with or without violations, will appear on my PSP report, and State citations associated with FMCSR violations that have been adjudicated by a court of law will also appear, and remain, on my PSP report. I have read the above Disclosure Regarding Background Reports provided to me by Prospective Employer and I understand that if I sign this Disclosure and Authorization, Prospective Employer may obtain a report of my crash and inspection history. I hereby authorize Prospective Employer and its employees, authorized agents, and/or affiliates to obtain the information authorized above.



Consent for Limited Queries of the Federal Motor Carrier Safety Administration (FMCSA) Drug and Alcohol Clearinghouse

I hereby provide consent to TransForce, Inc. to conduct a limited query of the FMCSA Commercial Driver's License Drug and Alcohol Clearinghouse to determine whether drug or alcohol violation information about me exists in the Clearinghouse. I understand this consent shall remain on file and shall serve as ongoing consent for TransForce, Inc. to conduct multiple limited queries of the Clearinghouse at any time during my employment or contract period without asking me for additional consent.

I understand that if I refuse to provide consent for TransForce, Inc. to conduct a limited query of the Clearinghouse, TransForce, Inc. is required to prohibit me from performing safety-sensitive functions, including operating a commercial motor vehicle.

I understand that if the limited query conducted by TransForce, Inc. indicates that drug or alcohol information exists about me in the Clearinghouse, the FMCSA will not disclose that information to TransForce, Inc. unless I give additional specific consent within the Clearinghouse. However, I understand that TransForce, Inc. will be required to conduct a full query of the Clearinghouse within 24 hours after a limited query indicates that drug or alcohol information exists and that if I do not grant consent within the Clearinghouse for that full query I will be removed from performing safety-sensitive functions, including operating a commercial motor vehicle.



ACKNOWLEDGEMENT OF COMPLIANCE RESPONSIBILITIES

Section 1

TransForce acts as the agent for its customers in helping them meet the Federal Motor Carrier Safety Regulations (FMCSRs) for each driver that they use. Hence, we may be required to share employment records with them. I hereby release and permit TransForce to provide copies of any records regarding my employment to the motor carriers to whom I am assigned or to any other client or party deemed relevant by TransForce.

Section 2

Section 383.21 of the FMCSRs states that no person who operates a commercial motor vehicle requiring a Commercial Driver's License (CDL) may have more than one license at any time. I certify that I have only one license.

Section 3

Section 383.31 of the FMCSRs requires that any time you are convicted of violating a state or local traffic law (other than parking) you must report the conviction to your employing motor carrier and the state that issued your license within 30 days. The report to the state need not be made if the violation occurred in your state of licensure. A form has been provided to you to facilitate your compliance with this requirement. Also, Sections 383.33 and 391.15 of the FMCSRs require that you notify your employer of any revocation or suspension of your driver's license by the end of the next business day. I promise to comply with these requirements.

Section 4

Section 395.8(j)(2) of the FMCSRs requires that each time you begin work for a new motor carrier, or resume work for a motor carrier for whom you drive intermittently, you must provide a signed statement giving your total time on-duty for the immediately preceding seven days. Alternatively, you may furnish a copy of your daily record of duty status (log) for each of the seven preceding days. Because any work done at the direction of a motor carrier or any compensated time for a non-motor carrier is considered on-duty time, we require that you notify us if you work for any other person or company while in the employment of TransForce. I promise to comply with these requirements.

Section 5

Section 395.3 of the FMCSRs prohibits you from driving more than 11 hours (following 10 consecutive hours off-duty), from driving for any period after having been on-duty following the 14th consecutive hour after first coming on duty (following 10 consecutive hours off-duty), from driving after having been on-duty for 60 hours in any 7 consecutive days (if the motor carrier does not operate every day of the week) or 70 hours in any period of 8 consecutive days (if the motor carrier operates every day of the week). You may not accept an assignment from TransForce or any of its customers without having the available hours to complete the assignment within the legal time limits. No motor carrier may require or permit you to violate these rules. I certify that I understand and will comply with these requirements.

Section 6

Section 390.3(e)(2) requires that every driver and employee be instructed in and shall comply with all applicable regulations. The driver orientation process discusses relevant rules and regulations applicable to you. Training and informational materials will be provided to you throughout your employment with TransForce. In addition, the Federal Motor Carrier Safety Regulations (FMCSRs) are available to you upon request. By initialing here, you are indicating that you will comply with all applicable Federal and State regulations, and will seek guidance from TransForce operations staff for any regulations you are unfamiliar with.

Section 7

TransForce provides each driver with a copy of our Work Rules that set forth our performance and attendance requirements. I acknowledge that I have received a copy of TransForce's Work Rules.

Section 8

Any applicant who does not have a current, valid medical examiners certificate, or who is required by TransForce to obtain a new medical examiners certificate because there is doubt as to his physical qualification, must successfully complete and pay for a physical exam before beginning work with TransForce and furnish a copy of such certificate accompanied with the medical examination report for filing under FMCSR 391.43(f), 391.45, 391.51 & 391.53. I will comply with this requirement if applicable.

Section 9

Section 382.601 of the Federal Motor Carrier Safety Regulations requires motor carriers to provide drivers with educational materials that explain the drug and alcohol testing requirements and the motor carrier's policies and procedures with respect to meeting those requirements. I certify that I have received a copy of these materials.

Section 10

Part 392.82 of the Federal Motor Carrier Safety Regulations state that no driver shall use a hand-held mobile telephone while driving a CMV. In addition, section 392.80 states that no driver shall engage in texting while driving. The term driving includes stopped at an intersection, traffic signal, or any other time that the vehicle is not in the 'parked' position. I certify that I understand and will comply with these requirements set forth in section 392.

Section 11

All workplace injuries and accidents, including those that appear to be minor, regardless of fault, must be reported to TransForce by the end of your shift, no exceptions. In addition, you must follow the reporting procedures of the customer you are assigned to. I certify that I understand the accident and injury reporting procedures.

Section 12

Part 392.3 prohibits a driver from operating a commercial motor vehicle while the driver's ability or alertness is so impaired, or so likely to become impaired, through fatigue, illness, or any other cause, as to make it unsafe for him/her to begin or continue to operate a commercial motor vehicle. I certify that I understand the requirements of part 392.3, and will not operate a commercial motor vehicle while impaired by fatigue or illness



Conditional Offer Letter

PERSONAL & CONFIDENTIAL

We are pleased to extend this conditional offer to you for the position of driver with TransForce, Inc. (TFI), reporting to the Branch Operations Supervisor/General Manager. Please make note of the following:

Compensation will vary depending on the customer and duties to which you are assigned.

We are a staffing company and, as such, will not always have paid assignments available for you.

Assignments are temporary in nature and may change or end at any time.

Benefits are available to all employees on the first of the month following 60 days of employment. A 401K plan is available to all employees on the first of the month following six months of service. Full-time driver employees are eligible for bonus pay, which allows for time off, depending on your years of service.

Please be advised that, in compliance with the Federal Motor Carrier Safety Regulations, 49 C.F.R 391.41, your employment is conditional upon your ability to provide TFI with a current/valid medical examiner's certificate, which must be validated by the original certificate and/or the medical examination report.

Pursuant to 49 C.F.R. 391.11, your employment is conditional upon meeting the minimum qualifications set forth by the Federal Motor Carrier Safety Administration. In addition, employment is conditional upon successfully completing our background screening process. This process includes, but is not limited to, a review of your motor vehicle record, your criminal background report, and inquiries to your past employers. We make an individualized determination with respect to each applicant to ensure that we hire only those individuals who would fulfill our promise to provide our customers with highly skilled, safe, professional drivers.

Please be advised that, in compliance with the Immigration Reform and Control Act of 1986, your employment is conditional upon your ability to provide TFI with documents establishing that you are legally authorized to work in the United States. We will require appropriate document(s) listed on the I-9 form.

Your employment is contingent upon your ability to pass a pre-employment drug test and your continued participation in our random drug-testing program. The TransForce Work Rules (which will be provided to you) will apply to your new position. We look forward to your acceptance of this offer and your participation in the growth and success of TransForce. If you have any questions, please do not hesitate to contact TransForce's Human Resources Department.



A Summary of Your Rights Under the Fair Credit Reporting Act

Para informacion en espanol, visite <u>www.consumerfinance.gov/learnmore</u> o escribe a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.

A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. For more information, including information about additional rights, go to www.consumerfinance.gov/learnmore or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.

- You must be told if information in your file has been used against you. Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment or to take another adverse action against you must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- You have the right to know what is in your file. You may request and obtain all the information about you in the files of a consumer reporting agency (your "file disclosure"). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
 - a person has taken adverse action against you because of information in your credit report;
 - you are the victim of identity theft and place a fraud alert in your file;
 - your file contains inaccurate information as a result of fraud;
 - you are on public assistance;
 - you are unemployed but expect to apply for employment within 60 days.

In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.consumerfinance.gov/learnmore for additional information.

- You have the right to ask for a credit score. Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- You have the right to dispute incomplete or inaccurate information. If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See www.consumerfinance.gov/learnmore for an explanation of dispute procedures.
- Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information. Inaccurate, incomplete, or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- Consumer reporting agencies may not report outdated negative information. In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- Access to your file is limited. A consumer reporting agency may provide information about you only to people with a valid need usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- You must give your consent for reports to be provided to employers. A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.consumerfinance.gov/learnmore.
- You may limit "prescreened" offers of credit and insurance you get based on information in your credit report.

 Unsolicited "prescreened" offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address form the lists these offers are based on. You may opt out with the nationwide credit bureaus at 1-888-5-OPTOUT (1-888-567-8688).

• The following FCRA right applies with respect to nationwide consumer reporting agencies:

CONSUMERS HAVE THE RIGHT TO OBTAIN A SECURITY FREEZE

You have a right to place a "security freeze" on your credit report, which will prohibit a consumer reporting agency from releasing information in your credit report without your express authorization. The security freeze is designed to prevent credit, loans, and services from being approved in your name without your consent. However, you should be aware that using a security freeze to take control over who gets access to the personal and financial information in your credit report may delay, interfere with, or prohibit the timely approval of any subsequent request or application you make regarding a new loan, credit, mortgage, or any other account involving the extension of credit.

As an alternative to a security freeze, you have the right to place an initial or extended fraud alert on your credit file at no cost. An initial fraud alert is a 1-year alert that is placed on a consumer's credit file. Upon seeing a fraud alert display on a consumer's credit file, a business is required to take steps to verify the consumer's identity before extending new credit. If you are a victim of identity theft, you are entitled to an extended fraud alert, which is a fraud alert lasting 7 years.

A security freeze does not apply to a person or entity, or its affiliates, or collection agencies acting on behalf of the person or entity, with which you have an existing account that requests information in your credit report for the purposes of reviewing or collecting the account. Reviewing the account includes activities related to account maintenance, monitoring, credit line increases, and account upgrades and enhancements.

- You may seek damages from violators. If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- Identity theft victims and active duty military personnel have additional rights. For more information, visit www.consumerfinance.gov/learnmore.

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For information about your federal rights, contact:

TYPE OF BUSINESS:	CONTACT:
1.a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the CFPB:	a. Consumer Financial Protection Bureau 1700 G Street, N.W. Washington, DC 20552 b. Federal Trade Commission Consumer Response Center 600 Pennsylvania Avenue, N.W. Washington, DC 20580 (877) 382-4357
2. To the extent not included in item 1 above: a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and Insured State Branches of Foreign Banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act. c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations d. Federal Credit Unions	a. Office of the Comptroller of the Currency Customer Assistance Group 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050 b. Federal Reserve Consumer Help Center P.O. Box 1200 Minneapolis, MN 55480 c. FDIC Consumer Response Center 1100 Walnut Street, Box #11 Kansas City, MO 64106 d. National Credit Union Administration Office of Consumer Financial Protection (OCFP) Division of Consumer Compliance Policy and Outreach 1775 Duke Street Alexandria, VA 22314
3. Air Carriers	Asst. General Counsel for Aviation Enforcement & Proceedings Aviation Consumer Protection Division Department of Transportation 1200 New Jersey Avenue, S.E. Washington, DC 20590
4. Creditors Subject to the Surface Transportation Board	Office of Proceedings, Surface Transportation Board Department of Transportation 395 E Street, S.W. Washington, DC 20423
5. Creditors Subject to the Packers and Stockyards Act, 1921	Nearest Packers and Stockyards Administration area supervisor
6. Small Business Investment Companies	Associate Deputy Administrator for Capital Access United States Small Business Administration 409 Third Street, S.W., Suite 8200 Washington, DC 20416
7. Brokers and Dealers	Securities and Exchange Commission 100 F Street, N.E. Washington, DC 20549
8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations	Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090
9. Retailers, Finance Companies, and All Other Creditors Not Listed Above	Federal Trade Commission Consumer Response Center 600 Pennsylvania Avenue, N.W. Washington, DC 20580 (877) 382-4357