

Automobile Operation Manual



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WELCOME

As an OEM, we at Hyundai Motor America ("HMA") have the unique ability to develop and offer a program for employees and affiliates to drive our cutting-edge vehicles. At the same time, *operation of an HMA vehicle is a privilege*, and we depend on the policies and procedures outlined here to manage liability risks and keep the program viable. More importantly, we are concerned about your safety. Whenever there is a conflict between this Automobile Operation Manual ("AOM" or the "Manual"), other agreements and the law, you are required to follow the most strict application. This Manual has been developed in accordance with California law. If California law and the requirements of this Manual are more strict than the laws of the state in which you reside, you must follow California law. HMA reserves the right, in its sole discretion, to withdraw, suspend or limit vehicle operation privileges from any driver whenever it believes such privileges are not in HMA's

best interests or safety concerns are raised. HMA reserves the right to change this AOM at any time without notice.

All drivers of HMA vehicles are required to comply with all terms of the current Manual and any related documentation.

All references to "HMA vehicles" shall include Genesis and Hyundai vehicles owned or insured by HMA or Genesis Motor America ("GMA"), including, but not limited to, lease vehicles, pool vehicles, Field Demo/UVP vehicles, HMA and GMA department cars and other model vehicles borrowed or leased by HMA or GMA from third parties. References to HMA "employee(s)" or "driver(s)" shall include employees or drivers of GMA as well as HMA's affiliate companies specifically permitted access to HMA vehicles unless otherwise noted. Where the application of rules differs for affiliates, such differences will be noted. References to the "Program" refer to HMA's Vehicle Lease Program, governed in part by the Vehicle Lease

Agreement or Affiliate Lease Agreement executed by the employee.

These policies and procedures are administered jointly by HMA's Vehicle Administration Department ("Vehicle Admin") and HMA Risk Management/Legal ("Risk Mgmt") in their sole discretion.

The policies within the AOM will be strictly enforced. Be sure to read it completely.



WHO MAY DRIVE AN HMA VEHICLE?

Only persons who possess a valid driver's license or permit and who are preapproved in writing by Vehicle Admin are authorized to drive HMA vehicles. Authorization is revocable based upon the rules and point system detailed in this Manual.

Any person not preapproved in writing by HMA is an unauthorized driver under this Manual.

Immediate Family

"Immediate family" is defined as a current employee's spouse, parents, parents-in-law, siblings, siblings-in-law, grandparents, grandparents-in-law, children, stepchildren, daughters-in-law and sons-in-law. Aunts, uncles, nieces, nephews, and cousins do not qualify as immediate family. Immediate family members must be preapproved by Vehicle Admin before they can drive an HMA vehicle.

The sponsoring HMA employee is responsible for all HMA vehicle driver actions and liabilities, regardless of where

the family member lives. If Vehicle Admin requests proof of residency and/or proof of relationship, it must be provided within three (3) business days of the request.

Driving Permits

Employees may allow their immediate family members or minors for whom they are legal guardians with DMV permits to practice driving or take a DMV driving test in an HMA vehicle if:

- Vehicle Admin is notified and is provided a copy of the official permit to review and approve before he/she drives the car; and
- The employee or his/her spouse, who must be an authorized driver in the Program, is in the vehicle at all times. No other adult is allowed to supervise the practice even if he/she lives in the household and is an authorized driver.

Who May Drive My Vehicle?

Only those specifically authorized in writing by Vehicle Admin as a principal or authorized driver for a particular vehicle may drive it. Immediate family members living in the same household may be authorized, as well as college students who live away from home for school but who still use your home as their primary residence. Each authorized driver must have his/her own active Driver ID number with Vehicle Admin with which to track points. Visiting immediate family members authorized to drive a pool vehicle may not drive an employee's lease vehicle unless they currently have an HMA lease vehicle in their name.

Who May Lease a Vehicle?

The maximum number of permitted leases will be stated in an HMA employee's offer letter unless later modified in writing by HMA. Immediate family members must reside permanently in the United States and must possess a valid driver's

WHO MAY DRIVE AN HMA VEHICLE?

license in the U.S. state in which they reside. Immediate family members of HMA employees need not reside with the employee.

For affiliate companies, immediate family members must live in the same residence as the employee. College students not residing in an affiliate employee's household must provide a copy of transcripts or of current college registration in order to qualify.

What If Someone Who Is Not Approved By Vehicle Admin Drives My Car?

The listed principal driver will have his/her HMA vehicle operation privileges suspended for a minimum of one (1) year. The employee may be permanently excluded from use of HMA vehicles or may even have his/her employment terminated. Further, whether unauthorized access to your vehicle was purposeful or accidental, the sponsoring employee will be fully responsible financially for the unauthorized person's actions, up to

the full cost of the loss, damage, repairs, tickets, tolls, fines or injuries not paid by insurance, including deductibles. If a family member is suspended from use of HMA vehicles and then drives an HMA vehicle, the entire family will be suspended from the Program and any use of HMA vehicles for one (1) year; if it happens twice, the entire family will be permanently removed from the Program and any use of HMA vehicles, not just the offending driver.

Valet drivers may be utilized, but you are fully responsible for all financial consequences such as citations, injuries or damage, so please use these services with caution.

Who May Rent a Pool Vehicle?

Employees and immediate family members specified on a current Program lease document as an approved principal or authorized driver may rent an HMA-owned pool vehicle, if available, utilizing the Program's insurance coverage. Visiting

immediate family members of HMA employees staying in the employee's home or within a fifty (50) mile radius of the home may rent an HMA-owned pool vehicle, if available, utilizing their own automobile liability and collision insurance coverage at limits specified by HMA.

All renters not currently participating in the Program must permit a current (within fifteen (15) days of rental start date) copy of their Motor Vehicle Record ("MVR") for evaluation and preapproval by Vehicle Admin. A waiver authorizing access to an MVR from the DMV must be executed by the renter at least seven (7) business days prior to the rental start date if HMA's assistance is requested to run an MVR.

Proof of current individual automobile liability and collision insurance, when required as specified above, must be submitted to Vehicle Admin prior to the start of any rental.

The employee is responsible for any accident reporting, damage or deductible

WHO MAY DRIVE AN HMA VEHICLE?

charges, fines, tickets, abuse or missing items related to the use of the pool vehicle. **Further, any damages or liability not paid in full by a renter's personal insurance, when required as specified above, will be the sponsoring employee's responsibility to pay.**

HMA employees are eligible for maximum cumulative total of sixty (60) chargeable pool vehicle rental days per calendar year, subject to pool vehicle availability, to be allocated between themselves and their authorized immediate family members.

Who May Drive Distributor/Special Plated Vehicles?

Distributor/special-plated ("Field Demo/UVP") vehicles are subject to rules and restrictions imposed by state law. Further, if these vehicles are pre-production cars, additional legal requirements apply. Questions regarding usage should be directed to Risk Mgmt.

The following applies to production

vehicles in California; remember, if your state is more restrictive, you must follow the law of your state.

Field Demo/UVP vehicles may only be operated by the person to whom the vehicle is assigned, or by an authorized employee at the direction of the manager to whom the vehicle is assigned, with the approval of Vehicle Admin if the vehicle is needed to perform official business. Please ensure the employee driving the vehicle is currently authorized to drive by Vehicle Admin. If points are incurred they will be assigned to the driver of the vehicle, and the registered user will remain financially responsible.

A Field Demo/UVP vehicle may not be loaned for personal use, even to authorized family members, but it may be driven by an authorized driver only if accompanied in the vehicle by the assigned employee.

The employee is responsible for any accident reporting, damage or deductible charges, fines, tickets, abuse or missing

items related to the use of the Field Demo/UVP vehicle.

Can Foreign Nationals Drive Our Vehicles?

Foreign nationals, including coordinators, immediate family members of coordinators, and international students, must have a valid driver's license from his/her country of origin to apply for privileges to drive an HMA vehicle. International Driving Permits are not recognized as a valid driver's license. Only the coordinators themselves, not spouses or other immediate family members, may drive Field Demo/UVP vehicles.

Coordinators and their spouses have thirty (30) days following access to an HMA vehicle to obtain a United States driver's license from the state in which they reside. An extension is only permitted if the individual's foreign license is still valid and the applicable Department of Motor Vehicles denies permission to test due to the fact that the individual's U.S. legal

WHO MAY DRIVE AN HMA VEHICLE?

presence documentation is still pending. After legal presence documentation is approved or deemed unavailable to the applicant, the individual has fifteen (15) business days to obtain his/her United States driver's license, or he/she must turn in the HMA vehicle.

Family members of coordinators other than spouses have no grace period and must obtain a United States driver's license prior to driving any HMA vehicle.

Points will be assigned for noncompliance in accordance with the table in the "Points System" section in this Manual; noncompliant drivers under 21 years old will incur immediate suspension of driving privileges for one (1) year if they drive without a U.S. driver's license.

Am I Insured Under the Program?

HMA's liability arising out of the ownership and/or use of any HMA vehicle is adequately insured. HMA reserves the right, in its sole discretion,

to revise insurance coverage as it deems appropriate.

For HMA corporate driving events, please contact Risk Mgmt at RiskManagement@hmausa.com at least three (3) business days before your event begins to ensure that the event meets all legal and insurance requirements.

Physical proof of insurance must be maintained in your HMA vehicle. Please contact Vehicle Admin or HMA's Regional Distribution Department personnel if you need an updated automobile insurance identification card for your HMA vehicle.

Drivers are insured by HMA for commercial rental car (Avis, Hertz, etc.) use only in the course of HMA business. Rental car use is not covered for personal use, for affiliates' business, or for lease vehicle replacement. Dealer loaner vehicles are not covered for personal use, for affiliates' business, for HMA business, or for lease vehicle replacement.

Affiliate employees should inquire with

their affiliate legal or human resources representative to see if they are covered before renting a vehicle, and affiliates should contact their insurance brokers to ensure appropriate coverage is in place. Risk management costs for HMA affiliates are assumed by those affiliates. HMA does not cover commercial rental vehicles used in the course of your business, such as rentals by affiliate employees on business trips, or other vehicles borrowed for corporate use, such as pool cars, for affiliate employees.

HMA insurance does not cover commercial rentals during vacations, for personal business, or for lease vehicle replacement.

HMA employees renting a car for business use are advised to sign the commercial rental agreement "Hyundai Motor America by (driver's name)" and to decline all additional charges for collision or damage protection on the commercial rental agreement.

WHO MAY DRIVE AN HMA VEHICLE?

If your lease or demo vehicle is not drivable for any reason, including accidents, maintenance or repairs, you may seek access to a pool vehicle, but if one is not available, rental of a replacement vehicle is not reimbursable by this Program. You are free to seek reimbursement from your HMA department if your use of a commercial rental is for HMA business. Affiliates must separately fund any rentals.

Umbrella insurance is available at employee cost for coverage of certain personal risks not covered by HMA insurance, such as personal commercial rental car use. HMA offers such coverage to its employees through payroll deduction, but it is also available from your local insurance agent.

Anything stowed in your HMA vehicle is done so at your own risk. Theft or damage to your personal effects is NOT insured by HMA. Please always lock your vehicle and remove or conceal all valuables. Accident Report, deductible

and point assignment rules apply if the vehicle is vandalized or for damages on a recovered stolen vehicle.



VEHICLE OPERATION POLICIES

Notice Obligations

The employee has an affirmative duty to notify Vehicle Admin within one (1) business day of any accident, arrest, suspension of driver's license or ticketing for any major moving violations A through E as specified on page 33 of this Manual for any authorized driver, including such employee or his/her family. New employees must provide such written notice at the time of request to lease or use HMA vehicles, even if a hearing or conviction on a pending ticket has not occurred. Failure to provide such notice within three (3) business days from the date of accident, arrest, suspension or ticketing may, in addition to other points, penalties or costs specified in this Manual or otherwise incurred, result in the permanent revocation of the driver's privilege to operate HMA vehicles.

Medical or Health Conditions

If you have a medical or health condition

which may affect your ability to operate an HMA vehicle, you must provide medical documentation to HMA's Human Resources Department indicating that the condition will not impair your ability to drive safely. This information will be kept confidential. Being under the influence of medical marijuana in any form is not permitted while operating the vehicle. Additionally, if you are on leave or otherwise not able to pay for your HMA vehicle lease charges by payroll deduction, you must make arrangements to timely make all applicable payments or your HMA vehicle operation privileges for yourself and your family will be suspended. All reporting, maintenance and usage requirements must be timely met even if the employee is on leave of absence or vacation.

Privacy

The Driver's Privacy Protection Act governs a driver's personal information gathered by a vehicle. HMA, as the owner

of the vehicle, retains this right. Drivers of HMA vehicles waive their right to privacy of personal information gathered by any HMA vehicle. The employee is responsible for clearing personal information which may be stored in the vehicle, such as map destinations and Bluetooth connections. HMA recommends restoring factory default settings to accomplish this; consult Vehicle Admin for assistance if needed.

Maintenance

The vehicle must be serviced in accordance with the Owner's Manual maintenance schedule or as otherwise indicated by Vehicle Admin, including, but not limited to, maintaining proper fluid levels, tire pressure and regular exterior and interior cleaning to maintain surface finishes and preserve vehicle value.

The vehicle should be operated only when it is in safe mechanical condition.

Both license plates, front and back, must

VEHICLE OPERATION POLICIES

Seatbelts

be installed by the principal driver or assigned user department when they arrive. If your state only provides one license plate, please install it according to state law and keep a letter from Vehicle Admin regarding the legally-permitted use of the single plate in the vehicle glove compartment. If a plate is lost, the principal driver or assigned user department is responsible to immediately notify Risk Mgmt and Vehicle Admin and pay the replacement fee.

Hyundai or Genesis genuine parts from an authorized Hyundai or Genesis dealer or our National Service Garage must be used for every service or repair. For clarification, use of any service that does not use OEM parts may result in increased damage cost. Service charges using non-OEM parts will not be reimbursed, and further, you will have to pay to re-perform the service with the correct parts and for any repair costs of damage done in performing this service.

Firearms

Firearms in an HMA vehicle or any non-HMA vehicle when used for HMA business must be:

- In a fully enclosed container
- Which is locked with a padlock, key lock, combination lock or similar locking device
- With the firearm unloaded

The locked container must be placed in the trunk of a vehicle or the tire compartment of an SUV but not the open hatch of an SUV or the utility or glove compartments.

The ammunition should also be in a locked container.

This applies even if you have a concealed weapon permit.

Accessories

You cannot modify the vehicle, including stickers, decals, window tinting, bicycle racks or other accessories, without prior consent from Vehicle Admin. You will be

VEHICLE OPERATION POLICIES

responsible for the entire cost of restoring vehicle to its original condition, not just a deductible, if the vehicle is damaged and also shall incur points if you violate this rule.

Exceptions to this rule are stickers or other adhered items issued for parking, college and community access, or window clings leaving no adhesive residue. If at all possible, these should be placed in the lower left corner of the vehicle's windshield.

You may put on snow tires at your own expense if the installation is performed by a Hyundai or Genesis dealer only. Your HMA vehicle must be returned to HMA at lease end with its original tires re-installed.

Stolen Vehicles

If your vehicle is stolen, please contact the police and obtain a police report. Vehicle Admin and Risk Mgmt will also require an Accident/Incident Report to be submitted immediately. Please submit

the completed report to Vehicle Admin as described in "AFTER THE ACCIDENT" at the Accidents tab of this Manual. This will record the time and date you reported the theft.

Outside Business or Charitable Use

You are not permitted to use any HMA vehicle to conduct business for other companies, charities or employment. Examples include pizza delivery, real estate agent showings, volunteer shuttle van for church or school, as transportation for hire, such as an Uber or a Lyft driver, or personal delivery service such as Instacart, Amazon, or DoorDash. Proof of Insurance, if requested for such purposes, will not be provided. The restrictions above do not apply to commuting to and from work or school.

Towing

Nothing may be towed by the HMA vehicle even if a tow hitch is installed on the vehicle.

Off-roading

No off-roading on unpaved roads at unsafe speeds is permitted. "Off-roading" shall mean the operation of the vehicle in any area which is not a designated and maintained public or private road, either dirt or hard surface.

If the undercarriage of an HMA vehicle is damaged by your use of unpaved roads, you will be responsible for the full cost of repairs, not just a deductible.

Racing

No racing is permitted in HMA vehicles.

Canada/Mexico

The HMA vehicle may be operated in the continental United States and for travel to Canada. You are not permitted to live in Canada and commute to the United States. Travel to Mexico or any country other than Canada is not permitted without the prior written consent of Risk Mgmt.

VEHICLE OPERATION POLICIES

Hitchhikers

No driver of an HMA vehicle or a non-HMA vehicle when used for HMA business is permitted to pick up hitchhikers.

Unsafe Use

Abuse, misuse or unsafe use of any HMA vehicle or any non-HMA vehicle used for HMA business, as determined by HMA in its sole discretion, will result in the individual's immediate suspension of driving privileges for at least one (1) year. You may be subject to a higher deductible, vehicle suspension or lease surcharges if you drive recklessly or are excessively negligent.

Training

HMA reserves the right to require any person operating an HMA vehicle to periodically attend HMA-sponsored or paid defensive driving training sessions or AOM training sessions.

Travel Medical Insurance for Foreign Nationals

We encourage foreign nationals visiting for thirty (30) days or longer to obtain travel medical insurance from another source, such as the airline, for their protection.

Conditions of the Vehicle Upon Return

Upon returning to Vehicle Admin or regional drop off locations or bringing in for repair or maintenance a pool, lease, demo or other HMA-owned vehicle, you will need to follow the specific guidelines set forth by Vehicle Admin, particularly regarding the amount of gas in the tank and cleanliness.

SAFE DRIVING

Defensive Driving

The HMA vehicle should be operated in conformity with all traffic laws and with appropriate consideration of weather and traffic conditions.

Drivers should drive courteously and defensively at all times. A defensive driver makes no driving errors, does not drive inebriated or distracted, takes road conditions into account, allows for the lack of skill or improper driving practices of others, allows a margin for unanticipated events and is not drawn into an accident by unsafe actions of pedestrians, other drivers or passengers.

HMA vehicles should be legally parked with valuables removed or concealed and kept locked when not occupied.

Accidents do happen, even if you follow all the rules, but you can minimize damage to yourself, your passengers, the vehicle and others if you keep alert and observant.

Failure to drive defensively will contribute

to HMA deciding whether a driver is negligent or reckless for purposes of retaining his/her driving privileges or incurring points.

Inebriated Driving

HMA has zero tolerance for driving under the influence of drugs or alcohol. Do not drive if you are at all impaired by any substance, legal or illegal, including, but not limited to, medication such as prescription pills and medical marijuana.

If you are ticketed for driving under the influence, your driving privileges will be immediately suspended until your ticket becomes final. If you are convicted for driving under the influence, your driving privileges will be suspended **for three (3) years from the date of conviction**. Two (2) DUI or DWI convictions within five (5) years shall result in permanent revocation of all HMA vehicle operation privileges. Moreover, you will be assigned eight (8) points for a DUI or DWI, which will stay on your record for three (3) years.

The Alcohol Impairment Chart based on California law on the last page of the "Safe Driving" section may assist you in determining whether it is safe to drive. However, this is a general guide, and actual results will vary based on the individual; please exercise caution and conservative judgment when facing this issue.

Distracted Driving

Distracted driving is usually thought of as texting or talking on the phone, but it could also include eating, chatting with passengers, grooming, reading, opening texts or smartphone applications, using navigation systems or other dashboard technology and changing the radio station. Any activity that takes your eyes off the road while driving is unsafe and significantly increases the likelihood that you will be involved in an accident. If your distracted driving is found to have contributed to an accident, HMA will take that into consideration in determining whether an individual was driving

SAFE DRIVING

negligently or recklessly.

Wireless Usage

Drivers age 21 and older must use a speaker phone, Bluetooth or other hands-free method to utilize a mobile phone in any fashion while driving, including talking, texting, dialing, accessing smartphone applications and navigation. Under California law and for purposes of this Manual, the phone must be mounted; you are not permitted to hold the phone in your hand while the vehicle is being operated. Additionally, you may only tap or swipe your phone once while driving; any other interaction is illegal and not permitted under this Manual.

HMA vehicles are now equipped with Apple Car Play and Android Auto, which bring the mobile phone interface to the dashboard screen. Nonetheless, the rules set forth above and principles of distracted driving still apply.

Drivers under age 21 may not use any electronic communication devices at all,

not even hands-free, as long as the engine is on, even if the vehicle is not moving.

Safer Communication Alternatives

HMA employees and their family members have Blue Link services provided for free in a lease vehicle. Users can press the Blue Link button and have a representative send a location and driving directions to the dashboard screen for hands-free navigation.

Our vehicles are all equipped with Bluetooth technology. Before driving for the first time, take a moment to link your mobile phone with the HMA vehicle. Controls for the hands-free phone operation are on the steering wheel.

If a call is very important and a hands-free method is prohibited or not available, you must pull over to the side of the road and park, turning off the car. Alternatively, a passenger may use your mobile phone on your behalf.

Recalls

If there is a recall on an HMA-owned vehicle, you will be notified via email by Vehicle Admin. You must follow the instructions within the given time frame or points will be assigned and/or your lease privileges may be terminated.

SAFE DRIVING

Alcohol Impairment Chart

Driving Under The Influence Of Alcohol And/Or Drugs Is Illegal

There is no safe way to drive while under the influence. Even one drink can make you an unsafe driver.

		Body Weight in Pounds								Driving Condition
		100	120	140	160	180	200	220	240	
Number of Drinks	M	.00	.00	.00	.00	.00	.00	.00	.00	Only Safe Driving Limit
	F	.00	.00	.00	.00	.00	.00	.00	.00	
1	M	.06	.05	.04	.04	.03	.03	.03	.02	Driving Skills Impaired
	F	.07	.06	.05	.04	.04	.03	.03	.03	
2	M	.12	.10	.09	.07	.07	.06	.05	.05	Driving Skills Impaired
	F	.13	.11	.09	.08	.07	.07	.06	.06	
3	M	.18	.15	.13	.11	.10	.09	.08	.07	Legally Intoxicated
	F	.20	.17	.14	.12	.11	.10	.09	.08	
4	M	.24	.20	.17	.15	.13	.12	.11	.10	Legally Intoxicated
	F	.26	.22	.19	.17	.15	.13	.12	.11	
5	M	.30	.25	.21	.19	.17	.15	.14	.12	Legally Intoxicated
	F	.33	.28	.24	.21	.18	.17	.15	.14	

Subtract .01% for each 40 minutes of drinking.
1 drink = 1.5 oz. 80 proof liquor, 12 oz. 5% beer, or 5 oz. 12% wine.
Fewer than 5 persons out of 100 will exceed these values.

It is illegal to drive with a blood alcohol content (BAC) of .08% or more (.04% for commercial vehicle drivers and .01% if under 21). Other factors, such as fatigue, medications or food may affect your ability to legally operate a vehicle. The table below gives an estimate of blood alcohol levels based on the number of drinks consumed, gender, and body weight. REMEMBER: Even one drink is likely to affect your ability to drive safely!



POINT ASSIGNMENT OVERVIEW

A driver 21 through 75 years old must have less than six (6) HMA points over a rolling three (3) year period to qualify to drive HMA vehicles.

Drivers under 21 years old or over 75 years old must have less than three (3) HMA points accrued over a rolling three (3) year period to qualify to drive HMA vehicles.

If a driver exceeds HMA's Point System limitations, HMA vehicle operation privileges will be suspended for a minimum period of one (1) year. Please be advised that a DUI violation will result in suspension for three (3) years. No point reduction or change in age will reduce the length of any suspension.

Vehicle Admin will review the MVR for each driver seeking permission to drive HMA vehicles. The review will look back three (3) years. After the initial review, later point determinations will be based upon both MVR and Vehicle Admin records, including accidents and vehicle damage.

The HMA Point System is unique and does not rely on state DMV point calculations. HMA point assignment is discussed later in this Manual.

The policies and procedures discussed in the Manual must be strictly followed. To enforce this, point values are assigned to different types and severity of offenses as outlined throughout the Manual in the relevant sections. Vehicle Admin and Risk Mgmt reserve the right to assign point values as deemed appropriate for HMA.

Individuals are responsible for tracking their own points. You may inquire with Vehicle Admin to find out your current point accumulation. Failure to receive notice shall not operate as a defense against any HMA action to suspend, revoke or otherwise limit driving privileges.

A family member who rents or drives a pool car and incurs any points will have those points attributed to the sponsoring employee, unless that family member has his/her own HMA lease vehicle. If the

total amount of damage, including injury, damage to the HMA vehicle, damage to third-party property and related expenses, is within HMA's deductible with its insurance provider and is paid in full by the family member's insurance, no points will be assigned to the employee.

MVR Renewal

Periodically, HMA will process an MVR for each individual driver, including authorized family members. This process requires written permission each year from the individual driver to pull his/her record. While Vehicle Admin endeavors to send a reminder email to execute such authorization form, it is ultimately the employee's responsibility to ensure permission is on file in a timely manner.

Refusal to timely authorize MVR review will be cause for immediate termination of all HMA vehicle operation privileges for that individual.

POINT ASSIGNMENT OVERVIEW

Reduction of Points on the MVR

Once a driver is suspended from the program, if after the first year of suspension there are no major violations, there will be a point reduction of 2 points for those 21 years old and older and 1.5 points for those under 21 years old, and the individual will be reinstated if he/she then meets the point requirements.

Every year, drivers can take a four (4) hour or longer defensive driving course through the National Safety Council or a live DMV-run traffic school outside of paid work hours. No substitute driver training courses will be accepted. Verified completion of this course will result in one (1) point being removed from your record. The defensive driving course must be taken within thirty (30) days of receipt of any notice of potential suspension from Vehicle Admin due to reaching or exceeding the HMA Point System limit. Once a suspension has been issued by HMA, taking the course will not reduce the

term of your suspension. You must provide your certificate of completion to Vehicle Admin for the proper credit.

Lease Termination

If, in the sole discretion of HMA, a driver is not fit to operate the HMA vehicle or has violated any terms of the HMA Employee & Manager Demo Vehicle Lease Agreement, Affiliate Lease Agreement, Vehicle Daily Rental Agreement, related HMA vehicle agreements, Vehicle Admin policies or this Manual, said driver's HMA vehicle operation privileges may be suspended for such time as is deemed appropriate by HMA. HMA's discretion in this regard shall not be limited by any writing made by HMA or any other party.

ACCIDENTS

What to Keep in the Vehicle

A copy of the HMA Employee & Manager Demo Vehicle Lease Agreement or other applicable HMA vehicle agreement, registration paperwork and proof of insurance must be kept in the glove box at all times. Additionally, we highly recommend that a copy of the AOM and an Accident Reporting Form, available from Vehicle Admin, be kept in the glove box.

What to do at the Scene

If you are in any type of accident, please follow these steps as applicable and only if safe to do so:

1. Do not leave the scene until you are certain it is proper and safe to do so.
2. If the accident involves any bodily injury or suspected injury, if there is significant property damage or if you suspect the other driver has violated a traffic law, you should call the police or wait for them to arrive at the scene.

3. Cooperate with any police requests.
4. Courteously decline requests for your signature on anything, except for a traffic citation.
5. Do not admit fault, even if you feel you are at fault, or comment on any injury or lack of injury.
6. Take as many pictures as possible from many different angles, especially before any cars are moved, including weather, road conditions, layout of roads and potential hazards and so forth.

7. If you cannot find the owner of a parked vehicle or other damaged property, leave your contact information in a conspicuous place, such as the windshield.
8. Obtain all pertinent personal information of the driver (name, address, phone and driver's license), vehicle (plate number, owner's name, VIN, color, make/model), insurance

(company, policy number, phone, effective dates, broker) and witness information (name, address, phone, email) from any parties involved. Ask to take a photo of the other person's driver's license and insurance card.

9. Do not drive your vehicle away from the scene unless the damage is obviously slight. If there is any doubt, contact roadside assistance provided by The American Automobile Association ("AAA") at (800) 243-7766 for Hyundai or (844) 340-9742 for Genesis. HMA will not reimburse you if you use another tow company unless the police require a tow with a specified towing company other than AAA.

Roadside Assistance

Roadside assistance is provided by AAA. It is free for drivers of HMA vehicles and can be used in case of an accident, flat tire, empty gas tank, dead battery or similar vehicle disablement. They are available 24 hours per day, 7 days per week. Translators

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are available. A sticker on a window in the vehicle contains the phone number as well.

AAA

Hyundai

(800) 243-7766

Genesis

(844) 340-9742

Please indicate that you are in an HMA vehicle and specify if you are driving a Genesis vehicle when calling AAA so the vehicle may be towed to the appropriate location in the appropriate manner if possible or necessary. If AAA will not tow to NHQ or to an authorized Hyundai or Genesis dealer, call Vehicle Admin as soon as possible by or during the next business day to inform HMA of the vehicle's location.

Genesis drivers seeking roadside assistance may be entitled to additional benefits; please contact Genesis roadside assistance at the number above for further

information.

After the Accident

The Automobile Incident/Accident Report must be submitted to Vehicle Admin within one (1) business day of any type of accident or vehicle damage, even if damage to the HMA vehicle is minimal or not clearly visible or if there is only third-party damage. Please submit an electronic copy of the form which is available on HMA Autoway or at <http://accidentform.hyundai.us>. Alternatively, the form may be emailed to you in a fillable file if you do not have access. Please give a complete and thorough description of the event and draw the damage and the events as best you can. Use additional pages, Google Maps, photographs, surveillance footage or any tools at your disposal to supplement the report as much as possible. Sign and date the form.

If you are unsure whether damage should be repaired or if it is considered normal wear and tear, contact Vehicle Admin, and

they will make a determination of whether or not repair is necessary. Any damage must be addressed in a timely manner. Driving a damaged HMA vehicle likely exacerbates the damage and may subject you to additional points and deductibles.

A Vehicle Admin Accident/Incident Deductible Receipt form or, for affiliate lease or non-HMA drivers, a check for the appropriate deductible amount, must be submitted within five (5) business days of the event causing the vehicle damage.

It may be necessary to complete separate reporting forms required by your particular state. Securing, completing and submitting these in a timely manner are the driver's responsibility.

If damage outside of normal wear-and-tear occurs to the vehicle and is subsequently discovered by HMA prior to being reported, the sponsoring employee for the vehicle may be held responsible for the full cost of repairs whether the damage was preventable or non-preventable.

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If the accident is investigated by the authorities, it is your responsibility to obtain, pay for and submit a copy of the police report to Vehicle Admin within eight (8) weeks. If there is a verifiable delay in availability from the police, let Vehicle Admin know as soon as possible.

If you disagree with a police report or citation, you may pursue it on your own time and at your own expense. If the issue is resolved in your favor, it is your responsibility to submit supporting documentation to Vehicle Admin.

Accidents Over Holidays

Please follow the same procedures at the scene of the accident or incident.

If you are within the vicinity of HMA HQ, tell the tow truck driver to tow the vehicle to HMA HQ and to park it in the back lot by the National Service Garage. If you are not in the vicinity, please have your vehicle towed to the nearest Hyundai or Genesis dealer, as appropriate. Please advise them

they must wait for approval by Risk Mgmt to begin the repairs. If the operator says there will be an extra charge for towing to NHQ or a Hyundai or Genesis dealer, ask to talk to a supervisor.

If a tire needs to be replaced, please have it taken to the nearest authorized Hyundai or Genesis dealer. The replacement tire must be the same model factory OEM tire. Vehicle Admin will reimburse the cost of the tire unless the damage is due to the driver's negligence, misuse or abuse. Please provide a copy of the invoice and the damaged tire for inspection to Vehicle Admin.

Send the Automobile Accident/Incident Report as required above, indicating the current location of the vehicle.

You will have to arrange your own alternative transportation. HMA pool cars will not be available, and rentals from outside companies are not reimbursable.

Types of Accidents

The impact of an accident on the number of points on your HMA record and your standing in the Program depend on the type of accident that has occurred.

Preventable vs. Non-Preventable

Risk Mgmt and Vehicle Admin determine, in their sole discretion, whether an accident was preventable or not. If the accident was preventable, the individual is at fault for the accident.

Accident vs. Incident

An "accident" is any event with actual or possible loss, damage or injury involving the vehicle while the vehicle is occupied and/or being operated.

An "incident" is any event with actual or possible loss or damage involving an HMA vehicle while that vehicle is not occupied or which could be classified as parking damage by the AOM.

In the event that your HMA vehicle is

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damaged, and the damage is more than a small door ding or minor scratch, you are required to show reasonable diligence in tracking the cause of the damage. Examples of reasonable diligence would be a police report, contact name of the store manager where the damage occurred or witness contact information.

Parking & Incident Damage

"Parking damage" occurs when:

- The vehicle is moving five (5) miles per hour or less,
- No other party or vehicle is involved,
- No property damage claim is submitted other than the involved HMA vehicle, and
- The damage is timely reported within one (1) business day as required.

Examples include curb damage or striking a parking lot pole or barrier. Since the vehicle is in motion, it should be classified as an accident, but Vehicle Admin will classify it as an incident twice per twelve

(12) month period per driver.

For incident damage, including parking damage as described above, the employee can choose to either (a) pay the deductible and have the applicable points assigned or (b) pay the damage amount in full and not receive any points.

Survey Damage

"Survey damage" is damage to the HMA vehicle discovered by Vehicle Admin or other processing department upon returning the vehicle at the end of a lease term or rental period. Remember, all damage must be reported to Vehicle Admin within one (1) business day, so this is damage of which the driver is reasonably unaware. Survey damage is treated as an incident for point and deductible assignment purposes. Ignoring visible damage until the end of the lease is a violation of the notice requirements of this Manual.

If there are two or more unrelated areas

of survey damage, you might be subject to more than one deductible or additional points, as this would most likely be considered multiple accidents.

Break Ins/Vandalism

If your vehicle is broken into or vandalized, please contact the police and obtain a police report. If the vandalism causes the vehicle to be unsafe to drive, please have the vehicle towed per the accident procedures. If the vehicle is drivable but sustained damage, please keep the vehicle in a secured location and contact Vehicle Admin.

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Point Assignment for Accidents

Please see the table below for the number of points to be assigned for the different types of accidents.

A single event can qualify for point assessment under one or more separate tables of this Manual, in addition to cost reimbursement or deductible payment, as appropriate.

Accident Point Assignment		
Number of Accidents (within last 3 years)	Non-Preventable Incident/Survey	Preventable
First	0	3
Second	1	3
Third & Over	2 each	3 each

When two (2) or more HMA vehicles are involved in a single accident, points may be assigned by Vehicle Admin to more than one driver if fault is unclear.

For purposes of the HMA Point System, accidents in vehicles not owned by HMA or for which HMA is not responsible will not be assigned points attributable to the driver's record but will be considered in determining a driver's eligibility to operate HMA vehicles.

Deductibles

HMA's deductible policy has been established as a reasonable cost-sharing arrangement for the privilege of operating an HMA vehicle. No debates, discussions or exceptions to the application of this deductible policy will affect the outcome of HMA's final decision. The decisions of Vehicle Admin regarding deductibles are final.

If damage to your HMA vehicle occurs, regardless of fault, you must pay a deductible in addition to the possible loss of privileges to lease, rent or drive any HMA vehicle, in HMA's sole discretion. The amount you pay depends on the number of accidents and incidents you have had within a rolling twelve (12) month period from the date of the latest accident or incident.

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Regardless of fault, you will submit a deductible. If HMA finds you to not be at fault based upon the information initially submitted, the deductible will be held and not processed. You will be notified if full recovery of all loss is received by HMA. Without full recovery, the deductible previously submitted will be processed. HMA will attempt to recover all losses from at-fault parties but is under no obligation to do so.

Deductibles may be paid by check, credit card, money order or for HMA employees, payroll deduction over anywhere from one (1) to eight (8) pay periods.

If the total cost of the accident to HMA is less than the amount of the deductible, you will only be charged for the amount expended by HMA. A reimbursement check for the overage will be issued by HMA within a reasonable time once all costs are known if the deductible was processed by HMA.

Ordinary wear and tear is defined in Vehicle Admin policies, available upon request. Ordinary wear and tear, windshield damage from road debris, hail damage and minor tire repairs, unless due to negligence, misuse or abuse, are not subject to a deductible.

Accident/Incident Deductible Charges	
Number of Accidents/Incidents Within the Last Twelve (12) Months	Deductible Charge
1	\$250
2	\$450
3 or More	\$650

If, in the sole discretion of Vehicle Admin, an accident or incident is the result of reckless driving or excessive negligence of the authorized driver, an additional charge may be imposed to partially or fully cover the cost of the damages. If it is determined that such reckless driving and/or excessive negligence has occurred, the deductible charge imposed shall be the next higher level than would otherwise apply.

Deductible charges may be revised by HMA at any time with reasonable prior notice.

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Accident Costs

HMA's automobile insurance is not designed to duplicate other medical coverage. If the other car is at fault, any driver or passenger in our vehicle is free to seek compensation from the other driver for his/her injuries. However, damages to the vehicle itself can only be pursued by HMA. The driver of the HMA vehicle also cannot seek recovery for any deductible paid to HMA.

If you are served with a lawsuit from another party regarding an accident involving your HMA-owned vehicle, please notify Risk Mgmt immediately and submit a copy of the notice to Risk Mgmt by the next business day.

If any authorized driver or a passenger in his/her HMA vehicle sues or files a claim against HMA for injuries, damages or pain and suffering, the driver and his/her entire family will no longer be eligible to participate in the Program or to drive HMA-owned vehicles, even for HMA

business or ride-and-drive events, regardless of whether the suit or claim is successful or not. HMA vehicles assigned or leased to such ineligible families must be immediately returned to HMA.

Authorized drivers involved in two (2) or more preventable accidents or chargeable incidents, or a combination of the two, where physical damage to the vehicle and related costs to HMA exceed a total of Twelve Thousand Dollars (\$12,000.00) over a three (3) year period shall be subject to one of the following at the employee's election:

- HMA vehicle operation privileges will be suspended for a twelve (12) month period for the authorized driver, or
- The driver shall be surcharged Two Hundred Dollars (\$200.00) per first lease vehicle per month, Field Demo/ UVP vehicle not included, for a twelve (12) month period.

Voluntary withdrawal from the Program shall not satisfy the above penalty. Instead, the penalty shall be held in suspension pending return of the driver or his/her family to the Program, at which time the second option of a surcharge shall apply until twelve (12) months of the surcharge has actually been paid.



OTHER POINT ASSIGNMENTS

Please see the "Accidents" section for point assignment values for damage to HMA vehicles.

Tickets

The principal driver of an HMA vehicle must promptly respond to all citations or traffic violations, including payment of any toll violations and fines. However, HMA holds the sponsoring employee responsible as well in the event that their authorized family members fail to promptly address any citation, traffic infraction or toll violation.

An outstanding failure to appear citation will result in immediate suspension of vehicle operation privileges until proof of correction is provided; more than one such citation per year may result in suspension of vehicle operation privileges for a minimum of six (6) months from the Program.

Vehicle Admin will notify the sponsoring employee of a toll violation or parking

ticket regarding any HMA vehicle assigned to his/her family. If Vehicle Admin or the affiliate HR gives two (2) notices without proof of correction by the employee, the employee will have one point added to his/her HMA point record for twelve (12) months.

Multiple failures to pay tolls or citations could result in suspension of driving privileges for the employee for at least six (6) months, regardless of whom in the family received the citation.

You may dispute citations or police report contents on your own time and at your own expense. If you successfully have a ticket or citation revised, it is your responsibility to submit supporting documentation to Vehicle Admin in order to have your HMA points and liability reassessed. See the table on the next page for point assignment for various violations.

OTHER POINT ASSIGNMENTS

Moving Violation Point Assignment

Violations A through E must be reported to Vehicle Admin within one (1) business day, even if the driver intends to challenge the charge in court.

New participants to the Program must disclose any ticket for Violations A through E at the time of first application and MVR clearance, even if the ticket has not yet been determined final by a court of law.

Two (2) DUI or DWI convictions within five (5) years shall result in permanent revocation of all HMA vehicle operation privileges.

Points imposed for Violations A through H will remain on an individual's HMA point record for three (3) years; points for Violation I will remain on the HMA point record for twelve (12) months.

For purposes of this Point System, violations involving the police will be evaluated based upon conviction date. HMA will assign the application date for other chargeable points.

Moving Violation Point Assignment		
Major Moving Violations (within the last rolling three years, except as noted)		
A	Any felony, homicide, manslaughter or commission of any crime involving use of the motor vehicle	Permanent Revocation
B	Hit and run; Leaving the scene of an accident or evading arrest	Permanent Revocation
C	Driving under the influence of, or while impaired by, alcohol or drugs (DUI/DWI)	8 each & Three-Year Suspension
D	Failure to comply with firearm requirements of the AOM	4 each & One-Year Suspension
E	Reckless driving, street racing, off-road racing or exhibitions of speed	4 each
F	Careless driving, negligent driving, or excessive speeds (20 mph or more over posted limits)	3 each
G	Texting, cell phone or electronic communication violation	3 each
H	Speeding (less than 20 mph over the posted limit)	1.25 each (3 or more violations, 2 points each)
I	Other Moving Violations (within the last twelve months)	Points
	1 or 2	1 each
	3 and over	2 each

OTHER POINT ASSIGNMENTS

Point Assignment For Noncompliance

Points imposed for Violation 1 in the table below will remain on an individual's HMA point record for three (3) years; points for all other noncompliance violations will remain on the HMA point record for twelve (12) months.

The sponsoring employee or primary authorized driver shall also be responsible to pay any replacement costs as applicable for missing items, such as lost keys or port-installed options ("PIOs"), including parts and labor.

Noncompliance Point Assignment		
	Automobile Operating Manual Violation	Points
1	Failure of employee or principal driver to report a DUI or DWI or any drug or alcohol related ticket received by an additional authorized driver/family member within three (3) business days of issuance or at the time of Program application or MVR clearance	2 each
2	Driving without a valid U.S. driver's license except as permitted in the section "Can Foreign Nationals Drive Our Vehicles?"	3 each
3	Unauthorized modification of vehicle (including, but not limited to, paint, stickers, decals, window tinting or accessories)	1 each
4	Nonpayment of toll violations or parking tickets following issuance of two (2) notifications from Vehicle Admin	1 each
5	Failure to timely comply with vehicle maintenance requirements or information requests from Vehicle Admin	1 each
6	Failure to report vehicle damage or an accident within three (3) business days	1 each
7	Failure to pay a deductible as required within five (5) business days	1 each
8	Failure to obtain a police report in a timely manner when requested by Legal or Vehicle Admin	1 each
9	Failure to timely pick up and/or attach license plates to an assigned HMA vehicle following issuance of two (2) notifications from Vehicle Admin	1 each
10	Failure to deliver vehicle keys or other PIOS within five (5) business days of an HMA request	1 each
11	Failure to timely respond to a recall notice	2 points
12	Failure to obtain a valid driver's ID in the state in which the driver resides within thirty (30) days of a change in state residence	1 point for each 30 days unresolved

CONTACT US

Current copies of this Manual may be obtained from Vehicle Admin or HMA's Regional Distribution Department personnel. Additionally, the full text of this Manual is available electronically on HMA's Autoway system.

If you have any questions, please contact Vehicle Admin, Risk Mgmt, or your affiliate human resources or legal department. We are here to help clarify usage requirements and make this a successful program for all participants.

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