



DRIVER ACADEMY FINISHING TRAINING, EMPLOYMENT, & NON- COMPETITION AGREEMENT

By signing this Agreement, you will be entering into a legal contract that will obligate you to a term of employment through the payoff date of the Driver Academy Installment Promissory Note (the "Note") dated _____ day of _____, 20____. If you should default under the terms of this Agreement or are terminated for Due Cause, you will be obligated to reimburse the Company for the remaining Note balance, all cost and expenses associated with your training, and for any Tuition Reimbursement you may receive. This Agreement also contains a Restrictive Covenant that will prevent you from working as a professional driver for any Competitor of the Company until term obligations have been satisfied.

This Driver Finishing Training, Employment, and Non-Competition Agreement (this "Agreement") is executed this _____ day of _____, 20____ (the "Effective Date") by and between _____ a resident of the state of _____ ("Employee") and Veriha Trucking Inc., a Wisconsin corporation (the "Company"). The Employee and the Company are sometimes collectively referred to as the "Parties".

RECITALS

WHEREAS, Employee has obtained his or her commercial driver's license and has applied for employment with the Company; and

WHEREAS, the Company desires to hire Employee and has agreed to invest significant time and money into his or her training as a professional truck driver; and

WHEREAS, the Parties have agreed to execute this Agreement to evidence their understanding with regard to certain terms and conditions of their employer/employee relationship.

NOW THEREFORE, in consideration of employment, the professional training to be received by employee, the Tuition Reimbursement and for other good and valuable consideration, the Parties agree as follows:

1. **Employment.** Upon the terms and conditions set forth in this Agreement, the Company employs Employee and Employee accepts employment by the Company.
2. **Professional Training: Employee Duties.**
 - a. For a period of five (5) weeks following the completion of the driver orientation program, the Company, at its sole cost and expense, will provide Employee with valuable training as a professional driver (the "Training Period"). The Training Period will entail driving with a Company trainer who will instruct and educate the Employee about the Company's equipment and procedures. Subsequent to the training provided by the Company trainer, the Employee shall be assigned to a training Fleet Leader for the purpose of refining the Employee's skills and completing the formal education as a professional truck driver.

- b. While employed by the Company, Employee will devote full time to the performance of the Employee's duties under this Agreement. Employee's duties on behalf of the Company are to act as a professional driver and to fulfill all related duties, including satisfying and complying with all standards, requirements, obligations, and conditions set forth in the Veriha Trucking, Inc. Driver's Handbook (the "**Handbook**"). Employee acknowledges having received the Handbook during the Company orientation program and has read and understands the policies and standards it sets forth. The Company may at any time change the Employee's job responsibilities, duties, and standards. The Company may also unilaterally amend the Handbook. The Employee agrees to be bound under this Agreement by any future amendments to the Handbook, provided that Employee receives notice of the amendments. Employee will not engage or participate in any activity at any time that will conflict with the obligations set forth under this Agreement or interfere with the best interest of the Company.
3. **Term of Employment.** Commencing on the Effective Date, the Employee will be obligated to a term of employment through the GREATER of the payoff date of the Driver Academy Installment Promissory Note (the "**Term**") OR one year OR 120,000 miles. The Term may be subject to early termination pursuant to Section 4 below. Following the expiration of the Term, the employment relationship will continue on an at-will basis and the parties may terminate the relationship at any time for any reason.
4. **Termination of Employment.** During the Term, Employee may be terminated: (a) by the Company with or without Due Cause effective immediately, (b) by mutual agreement of the Company and Employee, or (c) upon the death of the Employee. For the purposes of this Agreement, "**Due Cause**" means Employee's failure to satisfy or comply with any of the standards, requirements, obligations, and conditions set forth in the Handbook. If Employee is terminated without Due Cause during the Term, then the terms of Section 5 and Section 8 will not apply.
5. **Non-Competition Restrictive Covenant.**
- a. Employee acknowledges and agrees that the Company will make a substantial financial investment in Employee's training as a professional truck driver and that the Company expects to recover this investment through Employee's continuous employment over the Term. If Employee defaults under this Agreement or is terminated for Due Cause, the Company will suffer damages that cannot be adequately compensated. Moreover, Employee acknowledges and agrees that his or her experience and capabilities are sufficient to obtain employment outside of the trucking industry.
- b. In light of the acknowledgements in Section 5 (a) above, and the resulting competitive disadvantage Employee could cause the Company, Employee agrees and covenants that for the duration of the Term, Employee will not directly or indirectly provide truck driving services to any competitor of the Company within the continental United States of America (the "**Restrictive Covenant**"). For purposes of this Agreement: "**Competitor**" means any motor carrier, common or contract, that provides a service offered by, similar to, competitive with or which can be used as an alternative to the services offered by the Company. Employee acknowledges and agrees that compliance with the Restrictive Covenant is necessary to protect the Company's investment in the Employee's driver training and that breach of the Restrictive Covenant will irreparably and continually damage the Company, for which money damages may not be adequate. Consequently, Employee agrees that in the event Employee breaches or threatens to breach the Restrictive Covenant, the Company will be entitled, in addition to its other remedies and damages available at law, to injunctive or other equitable relief.

- c. Employee acknowledges and agrees that the Restrictive Covenant is reasonable in its scope, duration, and geographical area. If a Court should hold that any terms of the Restrictive Covenant are unreasonable, the Company and Employee agree that the Restrictive Covenant will be modified to make it reasonable as permitted by law.

6. **Compensation.** During the Training Period, Employee will receive compensation as outlined in the below table, less tax withholdings and other appropriate deductions. Following the successful completion of the Training Period, Employee will receive compensation as set forth in the Handbook and Guaranteed Pay Plan documents.

Week One - Typically Classroom	\$100/day
Week Two in Truck	\$100/day
Week Three and Subsequent Weeks in Truck	\$100/day

7. **Tuition Reimbursement.** Commencing upon first full week of solo driving, Employee will be eligible to receive reimbursement for his or her actual out-of-pocket tuition cost associated with obtaining a commercial driver's license (the "**Tuition Reimbursement** the Tuition Reimbursement will be limited to five thousand dollars (\$5,000.00) and will be made to Employee in installments of one hundred dollars (\$100.00) per period (1 week). Employee must meet Guaranteed Pay Plan criteria in order to be eligible for that period's reimbursement. Documentation evidencing Employee's actual out-of-pocket tuition cost must be provided to the Company before the Tuition Reimbursement will commence. If Employee should default under this Agreement or be terminated for Due Cause during the Term, the Tuition Reimbursement will immediately cease and Employee will be required to reimburse the Company in accordance with Section 8 below.

8. **Reimbursement to the Company.**

- a. If Employee should default under the terms of this Agreement or be terminated for Due Cause, Employee will be required to: (i) reimburse the Company in the amount of three thousand dollars (\$3,000.00) for the cost and expense of the professional training that Employee received during the Training Period (the "**Training Reimbursement**") and (ii) reimburse the Company for any Tuition Reimbursement that the Employee received. The Parties agree that the Training Reimbursement is not a penalty and represents fair and reasonable compensation to the Company for the cost and expenses associated with the professional training provided to Employee.
- b. All reimbursement amounts specified under Section 8 (a) above will become immediately due and payable upon Employee's termination for Due Cause or default under this Agreement. All amounts due will begin accruing interest at a rate of eighteen percent (18%) per annum thirty (30) days after the due date. Employee authorizes the Company to deduct all amounts due from the compensation amounts otherwise due to Employee pursuant to Section 6 above. In the event it is necessary for the Company to employ a collection agency or legal counsel to enforce Employee's obligations under this Section, the Company will be entitled to recover from Employee such enforcement costs and expenses including attorney's fees.

9. **Assignment.** This Agreement is not assignable or transferable by Employee. This Agreement and the rights and obligations of the Parties may be assigned by the Company without notice to or consent of Employee to any other organization with which the Company shares some degree of common ownership, or pursuant to or as the part of a corporate reorganization, corporate restructuring or merger involving the Company, or the sale of a substantial portion of the Company assets or business or as part of any similar transaction involving the Company.

10. **Notice.** Any notice required to be given under this Agreement must be in writing and made by personal delivery, facsimile, reputable overnight carrier, or registered or certified mail, return receipt requested and postage prepaid to the address for Employee set forth in the signature block of this Agreement, and in the case of Veriha Trucking, Inc., Attn: Human Resources Department, P.O. Box 456, Marinette, WI 54143. Notice shall be deemed given upon delivery in the case of personal delivery or delivery via overnight carrier, upon receipt of electronic confirmation in the case of delivery via facsimile, and three days after the date of mailing in the case of delivery via mail. The Parties may change the address to which notices are to be sent by giving written notice.
11. **Entire Contract: Binding Effect.** This Agreement contains the entire agreement and understanding by and between the Company and Employee with respect to the employer/employee relationship, and no representation, promises, agreements, or understandings, written or oral, not contained herein will be of any force or effect. This contract shall be binding upon and inure to the benefit of Employee, the Company, its legal representatives, successors, and assigns.
12. **Waiver and Amendment: Waiver of Jury Trial.**
- c. No waiver of any provision of this Agreement will: (i) be valid unless it is in writing and signed by the party against whom the waiver is sought to be enforced, or (ii) be deemed a waiver of any other provision of this Agreement at such time or at any other time. No change, amendment, or modification of this Agreement will be valid or binding unless it is in writing and signed by the party intended to be bound.
 - d. Employee and Company each hereby waive all right to trial by jury in any claim, action, proceeding, or counterclaim by either party against the other on any matters arising out of or in any way connected with this Agreement, the relationship of Company and Employee.
13. **Severability.** If one or more of the provisions contained in this Agreement is deemed invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity and enforceability of the other provisions.
14. **Governing Law and Venue.** The Company and Employee agree that this Agreement and its construction and interpretation shall at all times and in all respects be governed by the laws of the state in which this Agreement was executed, and any claim, litigation, or dispute arising from or related to this Agreement will be litigated in a court of competent subject matter jurisdiction in that state. Employee hereby consents to personal jurisdiction and venue in such court.



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EMPLOYEE ACKNOWLEDGES HAVING READ THE TERMS OF THE DRIVER FINISHING TRAINING, EMPLOYMENT, & NON-COMPETITION AGREEMENT AND HAD THE OPPORTUNITY TO HAVE THE TERMS USED HEREIN AND THEIR CONSEQUENCES EXPLAINED BY EMPLOYEE'S ATTORNEY PRIOR TO SIGNING.

IN WITNESS WHEREOF, the Company and Employee have duly executed this Agreement as of the date and year first above written.

COMPANY:
Veriha Trucking, Inc.

EMPLOYEE:

Signature

Signature

Printed Name

Printed Name

Title: _____

Address: _____

