

## Employment Application Terms and Conditions

1. The information set forth in this application is true and correct. I understand that any false or erroneous statements or information set forth in this application may be considered by the Company as sufficient cause for rejection of this application or for dismissal from employment if employed.
2. This application for employment will be considered active for 30 days or until the position for which you are applying has been filled, whichever comes first. At that time, this application will expire. If you wish to be considered for employment after the expiration of your application you must complete a new application form.
3. All employment offered by the Company, unless reflected in a written contract signed by an authorized Company official, is employment-at-will. This means the employment relationship may be severed at any time, for any reason, with or without cause, by either party, whenever the severing party deems it to be in his/her/its best interest. Furthermore, the first ninety (90) days of any employment with Carl Hogan Automotive is on a strictly trial basis and the management of the Company may at any time, without or with cause, terminate my employment during this period.
4. I authorize the Company to make any investigation of myself or my previous employment (except for any I may have stated above as employers not to contact). In this connection, you are advised as follows:

In considering your application for employment, an investigative report may be made with regard to you, including information as to your character, general reputation, personal characteristics, and mode of living, through personal interviews with your neighbors, friends, associates, or acquaintances or who may have knowledge concerning any such information. You are further advised that you have the right to a disclosure as to the nature and scope of this investigation and that you may obtain such written request to the Company.

5. I fully understand and agree that should I enter the employ of the Company, I am not to, and will not at any time, communicate or reveal any of the business of the Company or any information or records or files of the Company or the matters contained therein, to unauthorized personnel within the Company, nor to anyone outside the Company. I also understand that any violation of the foregoing shall be sufficient grounds for termination of my employment.

6. I understand that:

- a) If offered employment, (a) I will be required to take a drug test before going to work, and if I test positive for drugs, I will not be employed by Carl Hogan Automotive, and (b) I may also be required to take a physical exam and answer a health questionnaire; I understand that misrepresentations as to pre-existing physical or mental conditions may void my worker's compensation benefits.
- b) If employed, I may be required to take a drug or alcohol test following an on-the-job accident or when the Company has other good cause to require such a test, and I understand that if I test positive for drugs or refuse to be tested, (a) I will forfeit my right to recover worker's compensation benefits that might otherwise be available to me, (b) I may be discharged from my employment, and (c) I may be disqualified from receiving unemployment compensation benefits.