Medical Transportation Management, Inc. Employee Severance Pay Plan and Summary Plan Description

Medical Transportation Management, Inc. (the "Company") hereby adopts this amended and restated Medical Transportation Management, Inc. Employee Severance Pay Plan (the "Plan") for Eligible Employees of the Company, effective as of September 30, 2024. The Plan is intended to offer the severance benefits described herein to Eligible Employees in the event of an Involuntary Termination of Employment from the Company. The Plan, as a "severance pay arrangement" within the meaning of Section 3(2)(B)(i) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), is intended to be and shall be administered and maintained as an unfunded welfare benefit plan under Section 3(1) of ERISA.

This document constitutes both the formal Plan document and a summary of the Plan, called a summary plan description, and describes the provisions of the Plan which are in effect as September 30, 2024 and thereafter. Employees are encouraged to read this Plan carefully so that they will understand the Plan as it applies to them.

1. Definitions.

"Base Pay" means the Participant's gross annual base salary (before any salary reduction contributions to any plan or arrangement under Code Section 125, 132(f) or 401(k)) at the time the Participant is notified of the Participant's Involuntary Termination of Employment. Base Pay does not include overtime, bonuses, commissions, awards, imputed income, or extraordinary payments paid to the Participant from the Company at the time of the Participant's Termination Date.

"Cause" means any one of the following events:

(a) refusal or failure to substantially perform duties for the Company in a satisfactory manner;

(b) dishonesty, misconduct (including both disruptive and unbusiness-like conduct), misappropriation, breach of fiduciary duty or fraud with regard to the Company or any affiliate thereof;

(c) conviction of, or plea of *nolo contendere* with respect to, a felony (other than a traffic violation) or any crime involving, in the sole discretion of the Company, moral turpitude;

(d) improper disclosure of proprietary information or trade secrets of the Company or its business;

(e) falsification of any records or documents of the Company or with respect to qualification for a job position;

(f) intentional or gross misconduct that injures the business or reputation of the Company; or

(g) illegal possession or use of a drug or narcotic or possession or use of alcohol on Company property (including Company vehicles).

"Company" means Medical Transportation Management, Inc., and its affiliates and successors.

"Eligible Employee" means a full-time employee of the Company, whether exempt or non-exempt. "Eligible Employee" does not include: temporary or seasonal employees; on-call employees; part-time employees; employees employed pursuant to an employment agreement which contains a specific duration of employment; independent contractors, consultants, vendors, freelance workers, or any other worker employed by a third party.

"Involuntary Termination of Employment" means any termination of employment of an Eligible Employee initiated by the Company because the Company determines in its sole and absolute discretion to eliminate or otherwise restructure the Eligible Employee's position (irrespective of whether such elimination or restructuring is part of a larger reorganization or layoff or involves a single termination) and such termination is (a) not for Cause; (b) due to the sale of a facility, division or subsidiary and the Eligible Employee is not offered any job or is only offered a Relocated Job by the purchaser; or (c) due to the outsourcing of a division or work area and the Eligible Employee is not offered any job or is only offered a Relocated Job by the outsourcing company.

"Participant" means an Eligible Employee who satisfies the requirements described in Section 2 of the Plan.

"Plan" means this Medical Transportation Management, Inc. Employee Severance Pay Plan.

"Plan Administrator" means the Company, unless the Company has designated another person, committee or entity to act in its place, as provided for in section 4 of the Plan.

"Release" means the Severance Agreement and Release, which shall be in the form provided by the Company prior to the Termination Date.

"Relocated Job" means a job with the Company (or a subsequent purchaser or outsourcing company) which requires a relocation in excess of 50 miles. Notwithstanding the foregoing, if the option to telecommute is revoked by the Company and such revocation requires the Eligible Employee to commute to work in excess of 50 miles, such change will not be considered a Relocated Job.

"Severance Pay" means the Participant's Base Pay divided by 52 and multiplied by the number of weeks in the Severance Pay Period.

"Severance Pay Period" means the period which begins on the day immediately following the Participant's Termination Date, and which ends on the day set forth by the Plan Administrator and communicated to Participant prior to the Termination Date.

"Termination Date " means the date selected by the Company, in its sole discretion, upon which the Participant's employment with the Company terminates. The Company will not extend the Termination Date at the request of the Participant for any reason, including to continue employment until a work anniversary date or birthday, to satisfy a benefits plan eligibility requirement, or until another specific date (in other words, the Company will not agree to "bridge" the Participant to a later Termination Date).

"Wrap Plan" means the Medical Transportation Management Inc., Benefits Wrap Plan.

2. Eligibility for Severance Benefits.

2.1 An Eligible Employee is a Participant of the Plan eligible to receive Severance Pay, and benefit continuation (each described in Section 3.1, below) under the Plan upon an Involuntary Termination of Employment, provided the Eligible Employee:

(a) is identified by the Plan Administrator, in its sole and absolute discretion considering the best interests of the Company, as eligible for benefits under the Plan and is notified as such;

(The standard for determining whether to make severance benefits available under this Plan shall be whether, in the Plan Administrator’s judgment, it is in the Company’s best interest to sever the employment relationship.)

(b) remains employed with the Company and satisfactorily performs all assigned job duties (as well as any necessary transition duties) until such time as the Participant's services are, in the sole discretion of the Company, no longer required, and the Company sets a Termination Date (which date may be revised by the Company);

(c) returns to the Company any property of the Company which has come into the Participant's possession; and

(d) returns and, if applicable, does not revoke a signed and dated Release within the time period specified in the Release.

Eligibility under this Plan is not dependent on retirement eligibility.

2.2 An Eligible Employee is not a Participant under this Plan (and therefore not eligible for benefits) if:

(a) the Eligible Employee is terminated for Cause, even if such termination for Cause occurs after the Eligible Employee is previously notified of an Involuntary Termination without Cause (*i.e.*, an Eligible Employee can lose eligibility for benefits if the Eligible Employee's employment is subsequently terminated for Cause prior to the Termination Date set by the Company);

(b) the Eligible Employee voluntarily resigns or retires prior to the Termination Date set by the Company, or, prior to being notified of the Eligible

Employee's Involuntary Termination, the Eligible Employee notified the Eligible Employee's manager or Human Resources of the Eligible Employee's intent to resign or retire;

(c) the Eligible Employee is terminated due to death or permanent or temporary disability;

(d) the Eligible Employee receives or enters into a severance agreement with the Company that is not covered under this Plan or is eligible for any other post-employment severance or salary continuation benefits, including any payments required to be paid by the Company to the Eligible Employee under any federal or state law (other than state unemployment insurance benefits), including without limitation the Worker Adjustment Retraining Notification Act of 1988, as amended;

(e) the Eligible Employee fails to abide by the terms of the Release. In the event that benefits under the Plan have been partially or fully paid or provided at the time the Participant fails to abide by the terms of the Release, all further benefits under this Plan shall not be paid and benefits previously received may be recovered by the Company;

(f) the Eligible Employee became employed by the Company through a Merger or Acquisition;

(g) the Eligible Employee is terminated due to an office closure;

(h) the Eligible Employee is terminated due to a loss in contract.

The Plan Administrator shall have absolute and sole discretion and authority to determine whether any of the events described in this Section 2.2 have occurred.

2.3 If the Participant dies before receiving any or all of the severance benefits described in Sections 3.1(a) or 3.1(b) to which the Participant is entitled under the Plan, any remaining benefits will be paid to the appointed administrator, executor or personal representative of the Participant's estate no later than March 15th following the calendar year in which the Participant's death occurs. Consistent with Section 2.1(e), if the Eligible Employee dies prior to returning a signed Release, no severance benefits are payable. Consistent with Section 2.2(c), no severance benefits are payable if the Eligible Employee terminates employment as a result of death.

3. Severance Benefits.

3.1 Upon an Involuntary Termination of Employment, a Participant will be eligible to receive the benefits described in this Section 3.1, which shall be subject to all applicable federal, state and local income and Social Security tax withholdings, as well as any other necessary payroll deductions.

Severance be nefits described in this Se ction 3.1 shall not cumulatively exceed one and one-half times the Participant's Base Pay, except for this purpose Base Pay is calculate d for the year preceding the year in which termination occurs. Notwithstanding the foregoing, severance benefits de scribe d in this Section 3.1 shall not cumulative ly exceed

two times the Internal Revenue Code Section 401(a)(17) limit for the year of termination.

(a) **Severance Pay.** The Company will pay Severance Pay to the Participant in substantially equal payments pursuant to current payroll practices within

21 business days after the Release has been signed and returned to the Company (which payment shall in no event occur sooner than 8 calendar days after the Participant signs, and does not revoke, the Release (if a revocation period applies)).

(i) Calculation of the Severance Pay Period.

(A) The Severance Pay Period will generally be calculated as indicated in the chart below:

Level	Amount of Severance
Sr Director and above	4 weeks for each *completed* year of service. Minimum of 12 weeks up to a maximum of 52 weeks
Director	4 weeks for each *completed* year of service. Minimum of 4 weeks up to a maximum of 26 weeks
Manager	2 weeks for each *completed* year of service. Minimum of 2 weeks up to a maximum of 16 weeks
All Others	1 week for each *completed* year of service. Minimum of 2 weeks up to a maximum of 8 weeks

(B) For purposes of calculating the Severance Pay Period, the determination of the Participant's years of service under the Plan does not include any period of time after the Participant's Termination Date, regardless of whether the Participant was receiving compensation from the Company or providing services to the Company during that time, as an employee, consultant or in any other capacity. Anniversary years of service will be calculated using the Participant's continuous service date (CSD) and the Termination Date. Partial years of service shall be prorated to the next whole day for purposes of the Severance Pay Period calculation.

(ii) Severance Pay Restrictions and Reductions.

(A) No payments made under this Section 3.1(a) will be included in eligible earnings for calculating benefits under any other

Company benefit plan because these payments are post-employment severance pay.

(B) A Participant's Severance Pay shall be reduced by outstanding amounts due by the Participant to the Company including travel and business expenses, corporate credit card charges, relocation and moving payments, educational loans, unpaid insurance premiums, and any other outstanding obligations. As an additional condition of receiving Severance Pay, the Company may require a Participant to execute a written agreement that authorizes the Company to deduct any amounts owed to the Company prior to the payment of the Severance Pay under this Plan.

(b) **Benefit Continuation.** If the Participant receives Severance Pay pursuant to Section 3.1(a), and the Participant timely and properly elects continuation health care coverage pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA") under the Company's group medical plan, the Participant shall only be required to pay active employee rates, as in effect from time to time, for a period of up to (1) 6 months for Sr Director and above; (2) 4 months for Directors; and (3) 1 month for Managers, unless otherwise determined by the Plan Administrator in its sole discretion. At the conclusion of this period, the Participant shall be eligible to continue his or her coverage, pursuant to COBRA, and shall be responsible for the entire COBRA premium for the remainder of the applicable COBRA continuation period.

4. Plan Administration.

4.1 The Plan is administered by the Plan Administrator. The Plan Administrator has sole discretion and authority to interpret and make determinations and decisions with respect to the Plan, including the authority to interpret its provisions and construe all of its terms, to authorize the payment of benefits (and when, in the Plan Administrator's sole discretion the Plan Administrator determines it to be in the best interest of the Company, to increase the amount of such payment of benefits described herein), to establish and enforce such rules and regulations as it shall deem proper for the efficient administration of the Plan, to determine eligibility for benefits under the Plan and to determine the entitlement to and amount of severance benefits which shall be payable to any person in accordance with the provisions of the Plan. The decision of the Plan Administrator based on the Plan and documents presented to it shall be final, conclusive and binding on all persons.

4.2 The Plan Administrator may delegate any of its duties under the Plan to such individuals, committees, or entities from time to time as it may designate.

4.3 The Plan Administrator is authorized, on behalf of the Plan, to engage accountants, legal counsel and such other personnel, as it deems necessary or advisable to assist it in the performance of its duties under the Plan.

4.4 The Plan Administrator shall utilize the records of the Company with respect to a Participant's service with the Company, employment history, salary and all other relevant matters and such records shall be conclusive for all purposes under the Plan.

5. Claims Procedures. The Plan will follow the claims procedures as set forth in article V of the Wrap Plan.

6. ERISA Rights Notice. As a Participant in this Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan Participants shall be entitled to:

Receive Information About Your Plan and Benefits

Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites, all documents governing the Plan and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Pension and Welfare Benefit Administration.

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan and copies of the latest annual report (Form 5500 Series) and an updated copy of this Summary Plan Description. The Plan Administrator may make a reasonable charge for the copies.

Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each Participant with a copy of this summary annual report.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan Participants. No one, including your employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA.

Enforce Your Rights

If your benefit claim is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

7. ERISA Information.

7.1 Plan Name. The name of the Plan is the Medical Transportation Management, Inc. Employee Severance Pay Plan, a component plan of the Medical Transportation Management, Inc. Benefits Wrap Plan.

7.2 Principal Employer Information. The name and address of the Principal Employer is:

Medical Transportation Management, Inc.
16 Hawk Ridge Drive

7.3 Lake St. Louis, MO 63367Employer Identification Number (EIN). The Principal Employer's identification number is 43-1719762.

7.4 Plan Number (PN). This is a component plan of Plan Number 512.

7.5 Type of Plan. The Plan is a "severance pay arrangement" within the meaning of Section 3(2)(B)(i) of ERISA and is intended to be and shall be administered and maintained as an unfunded welfare benefit plan under Section 3(1) of ERISA.

7.6 Type of Administration. The administration of the Plan is performed by the Plan Administrator.

7.7 Administration. Medical Transportation Management, Inc. is the Plan Sponsor and the Plan Administrator. The Plan Administrator's address and phone number are as follows:

Medical Transportation Management, Inc.

16 Hawk Ridge Drive

Lake St. Louis, MO 63367 Phone: 636-561-5686

7.8 Agent for Service of Legal Process. Service of legal process may be made upon the Plan Administrator at the address listed in Section 7.7.

7.9 Collective Bargaining Agreement. The Plan is not maintained pursuant to certain collective bargaining agreements.

7.10 Plan Funding. The Plan is an unfunded employee welfare benefit plan as defined in Section 3(1) of ERISA. The benefits provided under this Plan shall be paid from the general assets of the Company if and when such benefits are owed. No Participant, employee of the Company or any other person shall have any rights to or interest in any specific assets or accounts of the Company or any of its affiliates by reason of the Plan.

7.11 Plan Year. The plan year is the 12 consecutive month period ending every December 31.

7.12 Further Information. An employee or Participant may obtain further information about the Plan by contacting the Plan Administrator at the address or phone number listed in Section 7.7.

7.13 Inspection of Plan. Upon request and reasonable notice, the Plan Administrator will allow any Participant to examine, without charge, at the Plan Administrator's office, a copy of the Plan document and all related documents incorporated therein by reference. The Plan Administrator's office is located at the address listed in Section 7.7.

7.14 Copy of the Plan. Upon reasonable notice and written request, a copy of this Plan and all related documents incorporated therein by reference may be obtained from the Plan Administrator. The Plan Administrator may make a reasonable charge for the copies.

8. Miscellaneous.

8.1 Employee Mailing Address and Effect of Inability to Locate. A Participant is responsible for notifying the Plan Administrator of any change to the Participant's mailing address from the address on file with the Company’s Human Resources office and/or in HR Direct or other company-maintained employee database on or before the Participant's Termination Date. The Plan shall satisfy its obligations to make payment to or otherwise contact the Participant by using regular U.S. mail addressed to the Participant at the last address on file with the Plan Administrator. If the Plan Administrator is unable to locate a Participant or other person to whom a payment is due the Plan after using reasonable measures to locate such person, such payment shall be deemed forfeited (but such Release shall remain enforceable). State escheat and unclaimed property laws are preempted by ERISA; therefore, forfeitures will be used to help offset the administrative costs of the Plan. However, if the Participant or other person to whom such payment was due submits a request for the forfeited funds within 2 years of the date that payment was due or a check issued for such payment, if later, such funds shall be reinstated.

8.2 Withholdings. The Company shall have authority to withhold or cause to have withheld applicable income and payroll taxes from any payments made under the Plan to the extent required by law.

8.3 Effect of Reemployment. If a Participant who receives benefits under this Plan subsequently accepts re-employment with or provides services in any capacity (for example, through a third-party staffing agency) to the Company (including any parent, subsidiary, or affiliate) within the Participant's Severance Pay Period, the Participant must notify the Company within 5 business days after accepting such employment and/or assignment and must forfeit any unpaid severance benefits. Any Participant who received Severance Pay must repay to the Company a pro rata portion of the payment received, based upon the portion of the Severance Pay Period which covers any periods after the point in time at which the Participant received compensation from any of the entities described above. If repayment is not promptly made, the Participant may be subject to termination from the new job and/or assignment. The Company shall have no further obligation to make any additional payments to such Participant under this Plan.

8.4 Ineligible for Recall. Participants who receive severance benefits under this Plan are not eligible for recall. Severance benefits under the Plan supersede any layoff or recall provisions under any Company guidelines.

8.5 No Contract of Employment. The Plan shall not be deemed to constitute a contract of employment or impose on the Company any obligation to retain any Participant as an employee, to continue any Participant's current employment status or to change any employment policies of the Company, nor shall any provision hereof restrict the right of the Company to discharge any of its employees or restrict the right of any such employee to terminate employment with the Company.

8.6 Section 409A. It is intended that the payments and benefits set forth in Section 3 are, to the greatest extent possible, exempt from the application of Section 409A, and the Plan shall be construed and interpreted accordingly. However, if the Company (or, if applicable, the successor entity thereto) determines that all or a portion of the payments and benefits provided under the Plan constitute "deferred compensation" under Section 409A and that the Participant is a "specified employee" of the Company or any successor entity thereto, as such term is defined in Section 409A(a)(2)(B)(i), then, solely to the extent necessary to avoid the incurrence of the adverse personal tax consequences under Section 409A, the timing of the applicable payments shall be delayed until the first payroll date following the six-month anniversary of the Participant's "separation from service" (as defined under Section 409A) and the Company (or the successor entity thereto, as applicable) shall (A) pay to the Participant a lump sum amount equal to the sum of the payments that the Participant would otherwise have received during such six-month period had no such delay been imposed and (B) commence paying the balance of the payments in accordance with the applicable payment schedule set forth in the Plan. For purposes of Section 409A, each installment payment provided under the Plan shall be treated as a separate payment. To the extent required by Section 409A, any payments to be made to a Participant upon termination of employment shall only be made upon such Participant's separation from service. The Company makes no representations that the payments and benefits provided under the Plan comply with Section 409A and in no event shall the Company be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by the Participant on account of noncompliance with Section 409A.

8.7 Plan Continuance. The Company reserves the right, in its sole and absolute discretion, to amend, modify or terminate the Plan, in whole or in part, at any time or for any reason by action of the Plan Administrator. Any termination or amendment of the Plan shall not diminish any Participant's rights to benefits under this Plan, provided that the Participant has already been notified in writing of the Participant's Termination Date and continues to satisfy the conditions for receiving benefits under the terms of this Plan until the previously determined Termination Date.

Nothing in this Plan in any way amends or modifies any provision contained in any of the other benefit plans maintained by the Company, and normal rules of vesting and benefit plans will apply. All Company benefit plans are subject to being amended from time to time or may be discontinued.

8.8 Severability. Should any provisions of the Plan be deemed or held to be unlawful or invalid for any reason, such fact shall not adversely affect the other provisions of the Plan unless such determination shall render impossible or impracticable the functioning of the Plan, and in such case, an appropriate provision or provisions shall be adopted so that the Plan may continue to function properly.

8.9 No Assignment. The rights of a Participant under the Plan are personal. No interest of a Participant under the Plan may be assigned, transferred, seized by legal process or subjected to the claims of creditors in any way. A Participant's rights under the Plan are not subject in any manner to anticipation, alienation, sale, transfer, assignment, encumbrance, commutation, pledge or encumbrance.

8.10 Governing Law. The Plan shall be construed according to the laws of the State of Missouri, except as preempted by ERISA or other applicable federal law.

[SIGNATURE PAGE FOLLOWS]

This Medical Transportation Management, Inc. Employee Severance Pay Plan is hereby adopted as of this 27th day of September 2024.

Medical Transportation Management, Inc.

By: ______________________________

Name: Kerri Mileski

Title: Chief People Officer

By: ______________________________

Name: ______________________________

Title: ______________________________

By: ______________________________

Name: ______________________________

Title: ______________________________