

This document is part of a prospectus covering securities that have been registered under the Securities Act of 1933.

SECOND AMENDED AND RESTATED PROSPECTUS

KNIGHT-SWIFT TRANSPORTATION HOLDINGS INC.

Shares of Common Stock Offered Pursuant to the
Knight-Swift Transportation Holdings Inc.
Second Amended and Restated 2014 Omnibus Incentive Plan
(Effective May 19, 2020)

- This prospectus relates to a maximum of 6,580,767 shares of common stock, par value \$0.01 per share (the “**Stock**”), of Knight-Swift Transportation Holdings Inc. (the “**Company**,” “**we**,” “**us**,” and/or “**our**”), that have been reserved for the issuance of awards pursuant to the Knight-Swift Transportation Holdings Inc. Second Amended and Restated 2014 Omnibus Incentive Plan (the “**Plan**”).
- Our Stock is traded on the New York Stock Exchange (“**NYSE**”) under the symbol “**KNX**.”
- We may from time to time update the information contained in this prospectus by preparing a supplement to the prospectus or by including updated information in reports we file with the Securities and Exchange Commission (the “**SEC**”).
- The following questions and answers summarize the various aspects of the Plan; however, the Plan document controls in the event of any conflict between these questions and answers and the Plan. We have attached a copy of the Plan as Appendix A. Terms that are capitalized in this prospectus, but not defined herein, have the meanings assigned to such terms in the Plan. The descriptions of the Plan contained in this prospectus are qualified in their entirety by reference to Appendix A.¹
- This prospectus may not be used for resale of the securities acquired hereunder.
- If you would like any further information regarding the Plan or its administration, please contact Todd Carlson, General Counsel and Secretary, Knight-Swift Transportation Holdings Inc., 20002 North 19th Avenue, Phoenix, Arizona 85027, or call us at (602) 269-9700.
- **Neither the SEC nor any state securities commission has approved or disapproved of these securities or passed upon the accuracy or adequacy of this prospectus. Any representation to the contrary is a criminal offense.**

THIS PROSPECTUS SHOULD BE RETAINED FOR FUTURE REFERENCE.

The date of this prospectus is May 19, 2020.

¹ The Share Reserve described in the Plan includes the additional 4,750,000 shares registered on Form S-8 on May 19, 2020 and the balance of shares available for Awards under the Company’s 2014 Plan.

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IMPORTANT INFORMATION AVAILABLE TO YOU

We are subject to the information requirements of the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”), and we file our quarterly and annual reports, information statements, and other information with the SEC. Reports and other information filed by the Company with the SEC can be inspected and printed from the SEC’s website at www.sec.gov. Our Annual Report and quarterly reports can also be obtained by visiting our website at <http://knight-swift.com/>.

This prospectus contains information concerning the Plan. This prospectus does not include certain documents that have been incorporated by reference in the Registration Statement filed on Form S-8 with the SEC under the Securities Act of 1933, as amended (the “**1933 Act**”) with regard to the Plan. Registration Statement information or documents can be obtained from the SEC at the website listed above.

We will provide, without charge, to each person to whom a prospectus is delivered, upon oral or written request, a copy of any information or document that is incorporated by reference into the Registration Statement and a copy of any reports, proxy statements and other communications distributed to the Company’s security holders. These documents, together with copies of documents incorporated by reference into this prospectus, including copies of the Plan, may be obtained by calling or writing Mr. Adam Miller, Chief Financial Officer, or Mr. Cary Flanagan, Senior Vice President and Chief Accounting Officer of the Company, 20002 N. 19th Avenue, Phoenix, Arizona 85027 (Telephone: (602) 269-9700).

This prospectus should be read in conjunction with the Company’s most recent Annual Report on Form 10-K, the Company’s most recent Proxy Statement, and the Company’s most recent reports filed on Forms 10-Q and 8-K.

Statements made in this prospectus about any contract, agreement, or other document referred to are not necessarily complete. For any contract, agreement or other document filed as an exhibit to the Registration Statement, you should review the exhibit or document for a more complete description of the matter involved.

We have not authorized anyone to give any information or to make any representations that are not contained in this prospectus; and, if any such representations or statements are given or made, you should not rely on that information as having been authorized by the Company.

Neither the delivery of this prospectus, nor any sale or grant of a security described herein implies that there have been no changes in the affairs of the Company since the date of this prospectus. This prospectus is not an offer or solicitation in any jurisdiction in which such offer or solicitation may not lawfully be made.

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1. WHAT IS THE NATURE AND PURPOSE OF THE PLAN?

The purpose of the Plan is to provide incentives to eligible Employees, Directors, and Consultants of the Company (“**Participant(s)**”) to reinforce the Company’s performance goals; to link a significant portion of Participants’ compensation to the achievement of selected performance goals; and to continue to attract, motivate, and retain key Participants through competitive compensation arrangements.

The Plan became effective on May 19, 2020 (the “**Effective Date**”). The Plan supersedes and replaces the Knight-Swift Transportation Holdings Inc. Amended and Restated 2014 Omnibus Incentive Plan (“**2014 Plan**”), which superseded the 2007 Omnibus Incentive Plan (the “**2007 Plan**”). The 2007 Plan and the 2014 Plan are sometimes referred to as the “**Predecessor Plans**.” The terms of the 2014 Plan and the 2007 Plan as in effect immediately prior to the Effective Date will continue to govern all awards granted under those Predecessor Plans until such awards have been exercised, forfeited, cancelled or have otherwise expired or terminated.

2. WHO IS ELIGIBLE TO PARTICIPATE IN THE PLAN?

All Employees and Directors of, and Consultants to, the Company are eligible to participate in the Plan.

3. WHO IS RESPONSIBLE FOR ADMINISTERING THE PLAN?

The Plan will be administered by the Compensation Committee of the Company’s Board of Directors (the “**Committee**”). At all times the Committee will consist of at least two (2) or more Directors who are: (i) “nonemployee directors” (under applicable federal securities law); (ii) “outside directors” (under applicable Internal Revenue Code (the “**Code**”) rules); and (iii) “independent directors” (under applicable NYSE Listing Standards rules).

The Chair of the Committee is Roberta Roberts Shank. The business address of the Committee, the Chair of the Committee and each member of the Committee is Knight-Swift Transportation Holdings Inc., 20002 N. 19th Avenue, Phoenix, Arizona 85027.

The Committee has all the authority that is necessary or helpful to enable it to discharge its responsibilities with respect to the Plan. Without limiting the generality of the preceding sentence, the Committee has the exclusive right to: (a) determine eligibility for participation in the Plan; (b) select the Participants and determine the type of Awards to be made to Participants, the number of shares subject to Awards, and the terms, conditions, restrictions, and limitations of the Awards, including, but not limited to, restrictions on the transferability of Awards and conditions with respect to continued employment, Performance Criteria, confidentiality, and noncompetition; (c) interpret the Plan; (d) construe any ambiguous provision, correct any fault, supply any omission, and reconcile any inconsistency of the Plan; (e) issue guidelines to administer the Plan and make changes in such guidelines as it from time to time deems proper (including, but not limited to, extending the ability to exercise options that otherwise would have expired during any relevant blackout period); (f) make regulations for carrying out the Plan, and make changes in such regulations as it from time to time deems proper; (g) to the extent permitted under the Plan, grant waivers of Plan terms, conditions, restrictions and limitations; (h)

promulgate rules and regulations regarding treatment of Awards of a Participant under the Plan in the event of such Participant's death, Disability, retirement, termination from the Company, or breach of agreement by the Participant, or in the event of a Change in Control of the Company; (i) accelerate the vesting, exercise, or payment of an Award or the Performance Period of an Award when such action or actions would be in the best interest of the Company (including, but not limited to, situations where the Committee concludes that the amendment is appropriate despite the deduction limitations imposed by Section 162(m) of the Code); (j) grant Awards in replacement of Awards previously granted under this Plan or any other executive compensation plan of the Company; (k) establish and administer the Performance Goals and certify whether, and to what extent, they have been attained; (l) determine the terms and provisions of any agreements entered into hereunder; (m) take any and all other action it deems necessary or advisable for the proper operation or administration of the Plan; and (n) make all other determinations it deems necessary or advisable for the administration of the Plan, including factual determinations. The Committee's decisions and actions with respect to the Plan are final, binding, and conclusive upon all persons having, or claiming to have, any right or interest under the Plan.

We will pay all of the expenses of administering the Plan.

4. WHAT DISCRETION MAY THE COMMITTEE EXERCISE UNDER THE PLAN?

The Committee has broad discretion to administer the Plan. For Performance Awards, the Committee is specifically authorized to exercise negative discretion to reduce a Performance Award. See Questions 3 and 13.

5. WHAT IS THE MATERIAL RELATIONSHIP BETWEEN MEMBERS OF THE BOARD AND THE COMPANY?

The Compensation Committee that administers the Plan is part of our Board of Directors and is elected by our Board of Directors. Our Board of Directors is comprised of a majority of independent directors.

6. WHAT SECURITIES WILL BE OFFERED UNDER THE PLAN?

The maximum aggregate number of shares of Stock that are available for Awards under the Plan is (i) the remaining 1,830,767 shares of authorized but unissued Stock available under the 2014 Plan, plus (ii) 4,750,000 additional shares of Stock authorized for issuance under this Plan as of the Effective Date, for a total of 6,580,767 shares of Stock (the "**Share Reserve**"). The Share Reserve is subject to certain adjustments as described below. Subject to adjustment, the maximum number of shares of Stock payable (or granted): (i) to any Employee during any one calendar year is 800,000 shares of Stock or the equivalent cash value; and (ii) to any Director or Consultant during any one calendar year is 100,000 shares of Stock or the equivalent cash value.

For purposes of determining the total number of shares of Stock available for grant under the Plan, any shares of Stock related to Awards (including awards granted under the 2014 Plan prior to the Effective Date) that terminate by expiration, forfeiture, cancellation, or otherwise

without the issuance of such shares, or are settled in cash in lieu of Stock are available again for grant under the Plan.

Certain shares of Stock will not become available again for issuance under the Plan. These are: (i) shares tendered by Participants as full or partial payment to the Company upon the exercise of stock options granted under the Plan; (ii) shares reserved for issuance upon the grant of SARs, to the extent the number of reserve shares exceeds the number of shares actually issued upon the exercise of an SAR; (iii) shares withheld by, or otherwise remitted to, the Company to satisfy a Participant's tax withholding obligations upon the lapse of restrictions on restricted stock or the exercise of stock options or SARs granted under the Plan, or upon any other payment or issuance of shares under the Plan; (iv) shares that were reserved for issuance under any Predecessor Plan other than the 2014 Plan; and (v) shares that are related to Awards granted under a Predecessor Plan, other than the 2014 Plan, that terminate by expiration, forfeiture, cancellation or otherwise without the issuance of shares, are settled in cash in lieu of Stock, or are exchanged with the Committee's permission for Awards not involving Stock.

For the purpose of computing the total number of shares of Stock granted under the Plan, where two types of Awards, both of which are payable in shares of Stock, are granted in tandem with each other so that the exercise of one type of Award with respect to a number of shares cancels an equal number of shares of the other, the number of shares granted under both Awards shall be deemed to be equivalent to the number of shares under one of the Awards.

7. WHAT AWARDS MAY BE GRANTED UNDER THE PLAN?

The Committee is authorized to grant nonqualified stock options ("NQSOs"), incentive stock options ("ISOs"), Stock Appreciation Rights or ("SARs"), Stock Awards, Restricted Stock Units ("RSUs"), Performance Units, and Cash Incentive Awards. Any of these Awards may be tied to Performance Goals. See Section 13, below.

8. WHAT IS THE PAYMENT FOR STOCK GRANTED UNDER THE PLAN?

The price for any shares of Stock acquired through the whole or partial exercise of any Award (for example, an ISO or NQSO) must be paid in full by the exercising Participant in cash or immediately available funds or in Stock of the Company with a current value equal to all or part of the exercise price, or both.

9. WHAT IS A NONQUALIFIED STOCK OPTION?

An NQSO is any stock option other than an ISO. It is referred to as "nonqualified" because it does not meet the requirements of, and is not eligible for, the favorable tax treatment provided by Section 422 of the Code. The terms and conditions relating to the Award and exercise of NQSOs, including the exercise price per share of Stock underlying an NQSO, is set by the Committee in the Award Notice. The exercise price may not be less than 100% of the fair market value of the Stock on the date of grant. The term of a NQSO may not exceed ten (10) years from the date of grant. A NQSO may not be repriced during its term without the consent of the Company's shareholders.

10. WHAT IS AN INCENTIVE STOCK OPTION?

An ISO is a stock option that meets the requirements in Section 422 of the Code. Under the Code, ISOs may only be granted to Employees. The exercise price of an ISO may not be less than 100% of the fair market value of the Stock on the date of grant, and the term of the ISO may not exceed ten (10) years from the date of grant. Further, the aggregate fair market value of the Stock with respect to which ISOs are exercisable for the first time by a Participant during any one calendar year may not exceed \$100,000 as of the date of grant. Individuals who own more than 10% of our Stock may be granted ISOs, only if the exercise price of the ISO is at least 110% of the Stock's fair market value on the date of grant and the term of the ISO may not exceed 5 years from the date of grant. An ISO may not be repriced during its term, without the consent of the Company's shareholders. Except in the case of Disability or death, an ISO may be exercised only by the Participant. The other requirements that must be satisfied for an ISO to be eligible to qualify for favorable tax treatment are described in the Code and Section 8.4 of the Plan.

11. WHAT IS A RESTRICTED STOCK UNIT?

A Restricted Stock Unit, or RSU, gives you the right to receive a specified number of shares of Stock in the future, the payment of which is subject to certain restrictions (which may include Performance Goals) and the risk of forfeiture. The terms and conditions of any RSU will be set by the Committee in the Award Notice. You are not entitled to vote the shares of Stock that are subject to the RSU during the period of restriction, but the Committee may, in an Award Notice, permit you to accrue dividend equivalents or other distributions on the shares of Stock subject to the RSU during the period of restriction.

12. WHAT IS A STOCK AWARD?

A Stock Award gives you the right to receive a specified number of shares of Stock that are subject certain restrictions (which may include Performance Goals) and the risk of forfeiture. The terms and conditions of any Stock Award will be set by the Committee in the Award Notice. The Committee may, in an Award Notice, permit you to accrue dividend equivalents on the Stock Award during the period of restriction.

13. WHAT IS A PERFORMANCE AWARD?

The Plan allows the Committee to make Awards in different forms (for example Stock Awards, RSUs, or Performance Units (see below)) and to tie those Awards to Performance Goals so that the Awards qualify as Performance Based Compensation. The Committee has discretion to set the Performance Period, determine the types of Performance Awards that will be issued, and to establish the Performance Criteria and the Performance Goals that must be achieved to earn all or part of a Performance Award. If Performance Goals are not met, any Performance Award will be reduced or no Award will be earned. The Performance Criteria, Performance Goals, and Performance Period are usually set forth in the Award Notice. Generally, a Participant must be employed on the last day of a Performance Period to receive a Performance Award, although in some cases, such as death or Disability, and possibly other instances, a Performance Award may be prorated.

Performance Goals must be pre-established and objective. Generally, this means that the Performance Goals must be established by the Committee not later than ninety (90) days after the commencement of the Performance Period for the Award. In addition, the outcome must be substantially uncertain at the time the Performance Goal is established and may not be established after 25% of the Performance Period has lapsed. A Performance Goal is objective only if a third party, having knowledge of the relevant facts, could determine whether the performance goal was met.

Following the completion of a Performance Period, the Committee may use its discretion to reduce or eliminate, but not to increase, a Performance Award earned during a Performance Period. Your designation as a Participant for any Performance Period does not entitle you to a Performance Award for that period.

14. WHAT IS A PERFORMANCE UNIT?

A Performance Unit gives you the right to receive cash, Stock, or a combination thereof, if certain Performance Goals are satisfied during a Performance Period. The Committee will establish in the Award Notice the Performance Criteria, the length of the Performance Period, the Performance Goals to be achieved during the Performance Period, and the measure of whether and to what degree such Performance Goals have been attained in the Award Notice. The achievement of the Performance Goals will determine the ultimate value of the Performance Unit Award.

15. WHAT ARE CASH INCENTIVE AWARDS?

A Cash Incentive Award gives you the right to receive a cash payment if certain Performance Goals are satisfied during a Performance Period. The Committee will establish in the Award Notice the length of the Performance Period, the Performance Goals to be achieved, and the measure of whether and to what degree such Performance Goals have been attained. The attainment of the Performance Goals will determine the ultimate value of the Cash Incentive Award. The maximum Cash Incentive Award payable to any one Participant during any one calendar year is \$5,000,000.

16. WHAT IS A STOCK APPRECIATION RIGHT?

A SAR grants you the right to receive, in cash or Stock, value equal to (or otherwise based on) the excess of: (i) the fair market value of a number of shares of Stock at the time of exercise; over (ii) an exercise price established by the Committee. The “exercise price” for a particular SAR is defined in the Award Notice, but may not be less than 100% of the fair market value of the Stock on the date of grant. A SAR may be granted in tandem with all or a portion of a related stock option or may be granted separately. SARs may not be repriced during their term, without the approval of the Company’s shareholders.

17. DO YOU HAVE ANY RIGHTS AS A STOCKHOLDER OF THE COMPANY BEFORE STOCK IS ISSUED UNDER AN AWARD?

No. As a general rule, you have the rights of a stockholder of the Company only when shares of Stock are issued to you in connection with an Award. The Committee may, in its

discretion, allow the accrual of dividend rights, or dividend equivalent rights, in connection with a Stock Award or RSUs. Dividends and dividend equivalent rights will not vest or be paid while an Award is subject to vesting or performance requirements.

18. ARE THERE ANY CONDITIONS ON ISSUING SHARES?

Stock under the Plan will not be issued pursuant to the exercise of an Award, unless the exercise of the Award and the issuance and delivery of the Stock complies with all relevant federal, state and foreign securities or other laws and the requirements of any national securities exchange or automated quotation system upon which the Company's Stock is listed.

19. ARE THERE ANY RESTRICTIONS ON THE RESALE OF THE STOCK?

If you acquire Stock under the Plan and are considering selling some or all of those shares, you should consult your legal advisors concerning the applicable federal, state and foreign securities laws restricting, among other things: (i) the sale of shares when you are in possession of material information concerning the Company not generally available to the public; (ii) persons who hold 10% or more of the Company's Stock, or who are officers, Directors, or affiliates of the Company, are subject to the "short swing recapture" provisions of Section 16(b) of Exchange Act and the regulations relating to the reporting requirements under Section 16(a) of the Exchange Act; and (iii) the sale of shares requiring use of an effective registration statement and prospectus or an exemption from registration requirements (such as Rule 144 under the 1933 Act)

In addition, your receipt of Stock under the Plan and any subsequent transfer of Stock is subject to the Knight-Swift Transportation Holdings Inc. Securities Trading Policy, which generally prohibits buying or selling Stock if you possess, or are otherwise aware of, material nonpublic information about the Company.

A description of the procedures in place to ensure compliance with the Securities Trading Policy is contained in the policy. You may not use this prospectus to reoffer or resell shares you obtained under the Plan.

20. ARE MY AWARDS SUBJECT TO CLAWBACK OR RECAPTURE?

In an Award Notice, the Committee may include provisions calling for the recapture or clawback of all or any portion of an Award to the extent necessary to comply with Company policy or applicable law in effect on the date of the Award Notice, including, but not limited to the final rules issued by the SEC and the NYSE pursuant to Section 954 of the Dodd-Frank Act. All Awards are subject to mandatory repayment if the Participant becomes subject to any clawback or recoupment under applicable law or Company policy.

21. WHAT HAPPENS IF THERE IS A CHANGE IN CONTROL?

The term, "Change in Control" is defined in the Plan document. See [Appendix A](#). Generally, a Change in Control will occur if a person acquires the right, directly or indirectly to control more than 50% of the Company's stock ownership and voting rights entitled to elect directors or, following a Business Combination, such as merger, unless more than 75% of the

combined voting power of Stock entitled to vote in the election of directors is represented by persons who owned those securities before the Business Combination occurred, and certain other requirements are met.

If a Change in Control occurs, the Plan provides that no Award granted under the Plan will become immediately exercisable or fully vested solely due to the occurrence of a Change in Control. Following a Change in Control, an Award may become exercisable and fully vested if the Award Notice so provides and the Participant is terminated. The Plan contains a double-trigger rather than single-trigger for Award vesting in connection with a Change in Control. A double-trigger provision provides for the payment, or acceleration of payment, of compensation following a Change in Control only when the recipient is terminated without “cause” or is subject to a “constructive termination” during the twelve months following a Change in Control. Nothing in an Award Notice or the Plan allows the Participant to object to any transaction that might result in the Change in Control. An Award Notice may provide for other consequences, if a Change in Control occurs.

Because the Committee has a great deal of discretion to administer the Plan, upon, or in anticipation of, a Change in Control, the Committee may exercise its discretion to cause all outstanding Awards to be canceled and terminated as of a specified date or accelerated to give each participant the right to exercise such Awards during a period determined by the Committee, or cause all outstanding Awards to be canceled and terminated as of a specified date in exchange for a payment or right to payment pursuant to the terms and conditions set forth in the Change in Control transaction documents. If the Company concludes that an Award is subject to (and not exempt from) the requirements of Section 409A of the Code, any actions taken upon, or in anticipation of, a Change in Control, must be done in compliance with Section 409A of the Code. Awards that are priced at the value of the Company’s Stock, as of the date of grant, should not be subject to Section 409A of the Code.

22. DOES THE PLAN HAVE A MINIMUM VESTING REQUIREMENT?

The minimum vesting period for all Awards granted to executive officers and Employees is one year. If an Award is subject to a vesting schedule and the participant dies or becomes Disabled, the Award will become fully vested and nonforfeitable.

23. WHAT ARE THE TAX IMPLICATIONS OF THE VARIOUS TYPES OF AWARDS?

(a) Federal Taxation.

1. **ISOs.** You will not be treated as receiving taxable income upon either the grant of an ISO or upon the exercise of an ISO. However, when exercised, the difference between the exercise price and the fair market value of the Stock will be a tax preference item in determining alternative minimum tax liability, assuming that the Stock is either transferable or is not subject to a substantial risk of forfeiture under Section 83 of the Code. If you hold and do not otherwise dispose of the Stock for at least two (2) years from the date of grant and at least one (1) year following the date of exercise, any gain or loss (in an amount equal to the difference between the sale price and the exercise price) resulting from its disposition will be treated as

long-term capital gain or loss. If these holding period requirements are not satisfied, a “disqualifying disposition” will occur and the ISO will not meet the requirements of the Code and the tax consequences described for NQSOs generally will apply.

We will not be entitled to any tax deduction as a result of the grant or exercise of an ISO, or on a later disposition of the Stock received, except that we will be entitled to a deduction equal to the amount of ordinary income realized by you upon a disqualifying ISO disposition.

2. **NQSOs.** You will not recognize any taxable income upon the grant of an NQSO, nor are we entitled to a tax deduction by reason of such grant. Upon the exercise of an NQSO, you will realize ordinary income in an amount equal to the excess of the fair market value of the Stock on the date of exercise over the exercise price. We are entitled to take a deduction in the amount of ordinary income included in your income. When you dispose of the shares of Stock received upon exercise of an NQSO, you will realize capital gain income if the amount realized on the sale exceeds your basis in the shares and you satisfy the required holding period. If your basis in the shares exceeds the amount realized on the sale, you will realize a capital loss. There is no tax impact to us upon your subsequent sale of shares. Your basis in the shares will be equal to the exercise price plus any income included as a result of the exercise.

3. **RSUs.** If you receive an RSU, you will recognize ordinary income equal to the fair market value of the underlying Stock on the date on which the restrictions lapse and you receive Stock. We are entitled to a corresponding tax deduction in the same amount for the year in which you receive Stock.

4. **Stock Awards.** If you receive a Stock Award subject to restrictions, you will recognize ordinary income equal to the fair market value of the Stock on the date on which the restrictions lapse. We are entitled to a corresponding tax deduction in the same amount for the year in which the restrictions lapse. Instead of postponing the income tax consequences of a Stock Award until the restrictions lapse, you may elect to include the fair market value of the Stock in income in the year the Award is granted. This election is made under Section 83(b) of the Code. The tax treatment of the subsequent disposition of the Stock will depend upon whether you make a Section 83(b) election to include the value of the Stock in income when awarded. If you make a Section 83(b) election, any disposition thereafter will result in a capital gain or loss equal to the difference between the selling price of the Stock and the fair market value of the Stock on the date of grant. If no Section 83(b) election is made, and you recognize ordinary income when the restrictions lapse, any disposition thereafter will result in a capital gain or loss equal to the difference between the selling price of the Stock and the fair market value of the Stock on the date the restrictions lapsed.

5. **Performance Units and Cash Incentive Awards.** If you receive a Performance Unit or Cash Incentive Award, you will not realize taxable income at the time of grant, and we will not be entitled to a deduction by reason of such grant. Instead, you will recognize ordinary income when the Performance Goals are achieved and the Award is paid in an amount equal to the amount of the cash and/or the fair market value of the Stock issued to you. We are entitled to a tax deduction equal to the amount of income includible by you.

6. **SARs.** If you receive a SAR, you are not subject to tax at the time of the grant, and we are not entitled to a tax deduction by reason of such grant. At the time the SAR is exercised, you must include in income the appreciation inherent in the SAR (*i.e.*, the difference between the fair market value of the Stock on the date of grant and the fair market value of the Stock on the date the SAR is exercised). We are entitled to a corresponding tax deduction in the amount equal to the income includible by you.

(b) Section 409A of the Code. Section 409A of the Code deals with deferred compensation arrangements. Among other things, Section 409A expands the definition of deferred compensation arrangements to include, for example, below market option and SAR grants, RSUs, Performance Units, and Cash Incentive Awards. Upon a violation of the rules under Section 409A, a Participant must include in ordinary income all deferred compensation, pay interest from the date of the deferral, and pay an additional 20% tax. Any Award Notice for an Award that is subject to Section 409A will include the provisions the Company believes are necessary to assure compliance with Section 409A or an exception thereto, as determined by the Committee. The Company intends (but cannot and does not guarantee) that Awards granted under the Plan will comply with the requirements of Section 409A and intends to administer and interpret the Plan in such a manner.

(c) Withholding. As described in Section 14.2 of the Plan, we have the authority and the right to deduct or withhold, or require you to remit to us, an amount sufficient to satisfy federal, state, and local taxes (including your Federal Insurance Contributions Act obligation and any withholding obligation imposed by any country other than the United States in which you reside) required by law to be withheld with respect to any taxable event arising as a result of the Plan.

(d) Tax Consultation. The foregoing is a brief summary of the federal tax consequences of the Plan. However, the tax implications of the Plan can be very complicated. We suggest that you contact your tax accountant or advisor with questions specific to your situation.

24. CAN MY RIGHTS UNDER AWARDS BE ASSIGNED?

Your right or interest in any Award may not be sold, transferred, pledged, assigned or otherwise alienated or hypothecated to or in favor of any party other than us, nor shall it be subject to any lien, obligation, or liability you may have to any other party other than us. Except as otherwise permitted by the Committee in the Award Notice or Company policy, you may not assign or transfer an Award other than by will or by the laws of descent or distribution or pursuant to a domestic relations order (that would otherwise qualify as a qualified domestic relations order as defined in the Code or Title I of ERISA, but for the fact that the order pertains to an Award) in favor of a spouse. Notwithstanding the above, you may, in the manner determined by the Committee (and subject to certain restrictions), designate a beneficiary to exercise your rights and to receive any distribution with respect to any Award upon your death.

25. WHAT HAPPENS IF THERE IS A STOCK SPLIT, STOCK DIVIDEND, OR OTHER CHANGE AFFECTING THE COMPANY'S COMMON STOCK?

If there is a change in the outstanding shares of the Company's Stock because of a stock dividend or split, reorganization, recapitalization, merger, consolidation, spinoff, combination, or transaction or exchange of Stock or other corporate exchange, or any distribution to stockholders of Stock or other property or securities (other than regular cash dividends), or any transaction similar to the foregoing or other transaction that results in a change to the Company's capital structure,, the Committee will make appropriate adjustments to each outstanding Award in accordance with Section 6.2 of the Plan.

26. CAN THE PLAN BE AMENDED, MODIFIED, OR TERMINATED?

The Plan terminates and expires on the tenth anniversary of the Effective Date, and no Awards may be granted after the tenth anniversary of the Effective Date. The Committee may suspend or terminate the Plan at any time for any reason with or without prior notice. In addition, the Committee may, from time to time for any reason and with or without prior notice, amend the Plan in any manner; provided that without stockholder approval, no amendment may: (i) reduce the purchase price or exercise price of any outstanding option or SAR or take any action that would result in a repricing as described in Section 4.3 of the Plan; (ii) increase the numeric limits expressed in the Plan; (iii) grant options or SARs with an exercise price that is below 100% of the fair market value of one share of Stock on the date of grant; (iv) extend the term of any option or SAR beyond ten (10) years from the date of grant; (v) expand the types of Awards available for grant under the Plan; or (vi) expand the class of individuals eligible to participate in the Plan. Except as otherwise provided in the Plan, no amendment, modification or termination of the Plan shall in any manner adversely affect any Award previously granted without the consent of the Participant. A Participant's consent is not required if the change is necessary or appropriate to conform the Award to, or otherwise satisfy legal requirements (including without limitation the provisions of Sections 162(m) or 409A of the Code), does not adversely affect in any material way the rights of the Participant; or is made pursuant to an adjustment as provided in the Plan. The Committee may not take any other action that would cause a Performance Award to fail to satisfy the requirements of Section 162(m) of the Code, unless the Committee concludes that the deduction limitations will not become applicable or that the amendment is appropriate despite the deduction limitation imposed by Section 162(m) of the Code.

27. HOW DOES THE COMPANY USE THE FUNDS FROM THE PLAN?

Funds we receive from the purchase of shares under the Plan will be added to our general funds and will be used for working capital purposes.

28. HOW ARE DISPUTES ABOUT AWARDS OR THE PLAN RESOLVED?

Any disputes about an Award granted to you or about the interpretation of the Plan itself are subject to arbitration in Phoenix, Arizona. In addition, Award Notices usually require that any disputes about the Award or the terms of the Plan be arbitrated, and limit the recovery of any

damages to your actual contractual economic damages. *If you receive an Award, you should carefully review your Award Notice that governs the terms of the Award, including arbitration.*

29. IS THE PLAN SUBJECT TO THE PROVISIONS OF ERISA?

No. The Plan is not subject to ERISA and is not qualified under Section 401(a) of the Code.

30. ARE THERE RISKS ASSOCIATED WITH MY INVESTMENT IN THE COMPANY?

In purchasing the stock of any corporation, investors take a certain risk with their money. Market prices fluctuate day to day based on the performance of the Company, general business conditions, national and international economic and political events and other circumstances. The Company makes no promises that you will earn a profit as a result of any Award that is made to you, or due to your acquisition of Stock through an Award. The Company's Annual Report on Form 10-K, which is incorporated herein by reference, sets for an extensive list of risks that the Company faces, and the Company updates those risks periodically. See Section 31 below. These risks may adversely affect the Company, its finances, operations, and profitability. You should review these risks carefully. Stock prices go down as well as up, and shares of our Stock are no exception to this rule. Because of this, stocks offer less security than other types of investments, such as savings accounts or government bonds. You should carefully review this prospectus the other public filings that are incorporated by reference, and thoroughly analyze your personal objectives and family circumstances before you receive an Award. No one, however, will require you to participate in the Plan, and your decision will not affect your standing as an Employee in any way. You should participate in this Plan only after carefully considering your individual situation.

31. WHAT INFORMATION IS INCORPORATED BY REFERENCE AND WHAT ARE MY RIGHTS TO FURTHER INFORMATION?

The Company has filed a Registration Statement on Form S-8 with the SEC under the 1933 Act with respect to the shares of our Stock issuable under the Plan. This prospectus does not contain all of the information set forth in the registration statement and its exhibits. While this prospectus sets forth information about the Plan, statements contained in this prospectus may not fully describe all aspects of the Plan and agreements and documents issued under the Plan. In each instance, we refer you to the Plan. The terms of the Plan and the awards granted under the Plan are controlling over this prospectus, and they contain important information. You should read them in their entirety. You can obtain copies of the Plan by writing us at the address given below or telephoning us at the number given below.

We file annual, quarterly and special reports, proxy statements and other information with the SEC. Our SEC filings are available to the public via the Internet at the SEC's web site at <http://www.sec.gov> or our website at <http://knight-swift.com/>. You may also read and copy any document we file with the SEC at 100 F. Street NE, Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further information.

We hereby “incorporate by reference” into this prospectus the documents listed below. This means that we are disclosing important information to you by referring you to those documents. The information incorporated by reference is an important part of this prospectus, and information that we file later with the SEC will be deemed to automatically update and supersede this information. Specifically, we incorporate by reference:

The following documents filed with the SEC are hereby incorporated by reference in this prospectus:

- (a) Annual Report on Form 10-K for the fiscal year ended December 31, 2019.
- (b) Quarterly Report on Form 10-Q for the fiscal quarter ended March 31, 2020.
- (c) Current Reports on Form 8-K, as filed on January 29, 2020, February 7, 2020, April 13, 2020, April 22, 2020 and May 7, 2020.
- (d) The description of the Company’s common stock, \$0.01 par value, contained in Exhibit 4.1 of the Company’s Form 10-K, filed for the fiscal year ended December 31, 2019, which updated the description of the Company’s common stock filed on Form 8-A, with the SEC on December 13, 2010 (Reg. No. 001-35007), including any amendments or reports filed for the purpose of updating such description.

All documents subsequently filed by the Company or pursuant to Sections 13(a), 13(c), 14, or 15(d) of the Exchange Act, prior to the filing of a post-effective amendment which indicates that all securities offered hereby have been sold or which registers all securities then remaining unsold, shall be deemed to be incorporated by reference in this prospectus and to be a part hereof from the date of filing such documents.

The Company will provide you without charge, upon your written or oral request, a copy of any or all of the documents (other than exhibits) that have been incorporated by reference in this prospectus. You can obtain the documents by writing to Knight-Swift Transportation Holdings Inc., Attention: Corporate Secretary, 2200 South 75th Avenue, Phoenix, Arizona 85043, or by calling (602) 269-9700. You can also obtain copies of the Company’s filings with the SEC through the Internet at <http://knight-swift.com/> or www.sec.gov. The Company will also provide you with copies of all reports, proxy statements, and other communications distributed to security holders generally or required to be delivered pursuant to Rule 428(b) under the 1933 Act.

No person has been authorized to give any information or to make any representations other than those contained or incorporated by reference in this prospectus in connection with the offer contained in this prospectus, and, if given or made, such information or representations must not be relied upon as having been authorized by the Company. This prospectus relates solely to the Stock issuable under the Plan, and it may not be used or relied on in connection with any other offer or sale of securities of the Company. Neither the delivery of this prospectus nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the Company since the date hereof. This prospectus does not constitute an offer or solicitation in any state in which, or to any person to whom, it is unlawful to make such offer or solicitation.