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1 Introduction

This Employee Handbook (“the Handbook”) is designed to acquaint you with American Auto Shield (“the Company”) and provide you with information affecting your employment. This Handbook is not an employment contract and does not create contractual obligations, either expressed or implied. Your employment is at-will. This means that your employment and the terms and conditions of employment, including, but not limited to, separation of employment, promotion, demotion, transfer, benefits, duties, location of work, etc. may be changed with or without cause and with or without notice.

You should read, understand and comply with all provisions of this Handbook. It describes many of your responsibilities as an employee, answers many common questions regarding employment with the Company and outlines the benefit programs.

This Handbook is intended to provide employees with a general understanding of the Company’s personnel policies. As no employee handbook can anticipate every circumstance or question about policy, the need may arise, and the Company reserves the right, to revise, supplement or rescind any policies, benefits, or portion of this Handbook from time to time as it deems appropriate, in its sole and absolute discretion, except for its policy of employment-at-will. Employees will normally be notified of such changes to this Handbook as they occur; however, the Company reserves the right to change the provisions at any time with or without notice.

Additionally, the terms and conditions of employment, benefits, and privileges, can be changed or terminated without cause and without notice at any time at the sole discretion of the Company.

This Handbook supersedes all previous policies, memorandums and oral descriptions of the terms and conditions of employment with the Company. If you have any questions regarding the information contained herein, please contact Upper Management.

2 Employment

2.1 Pre-Employment Screening

The Company relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in the exclusion of the individual from further consideration for employment or if the person has been hired, termination of employment.

Other types of pre-employment screening may be utilized as well, such as criminal record checks and drug testing. Employment is conditioned upon satisfactory results.

2.2 Employment on an At-Will Basis

All employees of the Company, regardless of their classification or position, are employed on an "At-Will" basis, and their employment is terminable at the will of the employee or the Company at any time, with or without cause, and with or without notice.

No officer, agent, representative, or employee of the Company has any authority to enter into any agreement with any employee or applicant for employment on other than on an "At-Will" basis and nothing contained in the policies, procedures, handbooks, or any other document of the Company shall in any way create an expressed or implied contract of employment or an employment relationship on other than on an "At-Will" basis.

2.3 Probationary Period

The first ninety (90) consecutive calendar days of employment is a probationary period. During this period, employees will have the opportunity to learn about the nature of the Company's business as well as the requirements of the work they will be performing. During this same time period, the Company will have an opportunity to observe the employee's skills, abilities, attitudes, attendance and potential for contributing to company objectives.

If, in management's evaluation, an employee does not meet the standards of the Company, the employee may be dismissed at any time during or at the end of the probationary period without prior warning or counseling.

At the end of the probationary period, if the Company determines that you are able to meet all the job requirements, you will become a regular full-time/part-time employee and be eligible to receive all normal and customary benefits and leave offered to regular full-time/part-time employees as set forth in the Employee Handbook. For purposes of accrual of vacation and sick leave and eligibility for benefits, your date of hire will be your first day of employment with the Company as a probationary employee.

Completion of the probationary period does not alter the at-will nature of employment with the Company.

2.4 Behavior

We expect people to be a team player, have a positive attitude, accept criticism, treat customers, co-workers and employees respectfully and be ready to work each day.

2.5 Definitions

The term "Upper Management" as used in this Handbook shall mean all Executive Leadership Team as well as the President.

The terms "Supervisor" and "Manager" as used in this Handbook shall mean the person who you report to.

The term "Human Resources" as used in this Handbook shall mean individuals involved in personnel matters. If you are unsure who to contact in Human Resources, please consult your supervisor or Upper Management.

2.6 Your Direct Supervisor

In the event you don't feel comfortable raising an issue to your direct supervisor, or if you have concerns you feel haven't been addressed adequately, a member of Upper Management can provide an objective viewpoint and, depending on the circumstances, can provide coaching to you, your supervisor, and/or others, help clarify policies or procedures, investigate complaints, or help facilitate the resolution of disputes. All workplace concerns are handled with discretion and sensitivity.

2.7 Equal Employment Opportunity

It is the Company's policy to provide equal employment opportunity to all employees and qualified applicants without regard to race, color, religion, sex, age, national origin, genetic information, physical or mental disability, or any other status protected under applicable federal, state and local law, to the extent required by law. This policy applies to all personnel actions, benefits, terms, and conditions of employment including, but not limited to: recruitment, hiring, placement, training, compensation, transfer, promotion, leave-of-absence, termination, layoff, and recall. It is the Company's policy to prohibit any kind of harassment of co-employees, supervisors, subordinates, customers or vendors because of their race, color, religion, sex, age, national origin, genetic information, physical or mental disability or any other status protected under applicable federal, state and local law, to the extent required by law. Violations of this non-discrimination policy should be brought to the attention of your supervisor or his/her supervisor if your supervisor is the subject of the complaint. Additionally, a violation of this policy may be made the subject of a complaint under the Company's discipline procedure.

We will endeavor to provide reasonable accommodation to the known disability of an otherwise qualified individual unless the accommodation would impose an undue hardship on the operation of our business. If you may require a reasonable accommodation, please contact Upper Management.

We will endeavor to make a reasonable accommodation to the sincere religious beliefs or practices of an employee or applicant unless the accommodation would impose an undue hardship on the operations of our business. If you wish to request such an accommodation, please contact Upper Management.

The failure of any employee or supervisor to comply fully with this policy will result in disciplinary action up to and including termination of employment.

2.8 Prohibition Against Harassment

All Company employees are expected to treat their fellow employees, customers and others with respect at all times. In keeping with this expectation, the Company will not tolerate any form of harassment by or against any employee based on an individual's race, color, religion, sex, age, national origin, genetic information, physical or mental disability or any other status protected under applicable federal, state and local law, to the extent required by law. The Company strictly prohibits any improper conduct that has the purpose or effect of interfering with an individual's work performance or that creates an intimidating, hostile or offensive work environment. The Company also will not tolerate harassment in or related to the workplace by its employees or third parties, such as clients, suppliers, vendors and others; nor will it tolerate harassment against its employees in or related to the workplace by such third parties. Violations of this policy by employees may result in disciplinary action up to and including termination of employment.

2.8.1 Sexual Harassment – Prohibited Conduct

Prohibited conduct includes any unwelcome sexual advances, requests for sexual favors or any other verbal or physical conduct of a sexual nature where:

- Such conduct substantially interferes with an employee's work performance or creates an intimidating, hostile or offensive work environment;

- Submission to or rejection of the conduct is used as a basis for an employment decision affecting the harassed employee; or
- Submission to the conduct is made either an explicit or implicit condition of employment.

The Company prohibits any conduct that may possibly be construed as improper sexual harassment or that contributes to creating a hostile work environment. Sexual harassment may include a range of subtle and not-so-subtle behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include, but are not limited to, the following examples:

- Unwelcome sexual assaults, advances or propositions – whether they involve physical touching or not;
- Sexually oriented, suggestive, obscene, or insulting comments, language, jokes, written or oral references to sexual conduct, comments about an individual's body, sexual activities, experiences, deficiencies, or preferences;
- Displaying or possessing in the workplace, including by use of Company communication systems (e.g., e-mail, voice mail) sexually suggestive, revealing, or pornographic objects, pictures, graffiti or cartoons;
- Physical horseplay, practical joking, leering, unnecessary, uninvited and unwelcome touching such as hugging, kissing, patting, pinching, or intentional brushing against another's body, or sexual gestures;
- Threats, or promises of preferential treatment, designed to induce submission to or toleration of any of the above conduct.

2.8.2 Other Forms of Prohibited Conduct Based on Factors Other Than Sex

Conduct in the workplace based on protected factors other than sex that is harassing in nature is also prohibited. This can include, but is not limited to: crude or offensive language or jokes based on an individual's age, race, religion, national origin, disability, genetic information, veteran's status, citizenship status or any other legally protected factor; verbal abuse, or inappropriate or offensive touching or physical abuse, including, but not limited to, threatening, intimidating, degrading or otherwise offensive comments or actions based on or directed at someone because of an individual's race, age, religion, national origin, disability, genetic information, veteran's status, citizenship status or any other legally protected factor; and/or the possession, distribution or display in the workplace, including by use of the Company's communication systems (e.g., e-mail, voice mail) of offensive objects, messages or pictures, as well as photographs, posters, drawings and graffiti based on an individual's race, age, religion, national origin, disability, genetic information, veteran's status, citizenship status or any other legally protected factor is similarly prohibited.

Conduct prohibited by this policy is unacceptable in the workplace and in any work-related setting outside the workplace, such as during Company related trips, meetings and Company related social events.

2.8.3 Complaints of Harassment

All employees of the Company have a responsibility to come forward and report offensive or other behavior they believe is improperly harassing in nature. If you feel that you have been subjected to conduct that violates this policy, you should immediately report the matter to the Company. Failure to

report harassment or other improper conduct on a timely basis may make it more difficult for the Company to take effective corrective action.

Any employee who believes that he/she is being subjected to harassing behavior in any form or observes such behavior of others should immediately report any incident(s) to any member of Upper Management. Employees who observe or have reason to be concerned about harassing conduct should inform Upper Management.

All managers and supervisors who become aware of conduct that may constitute unlawful harassment must immediately report the matter to a member of Upper Management. Any manager or supervisor who becomes aware of conduct that may constitute unlawful harassment and fails to report the matter to a member of Upper Management will be subject to disciplinary action up to and including termination, as deemed appropriate by the Company.

2.8.4 Investigation of Complaints

Reports and complaints of alleged harassment will be investigated promptly and in an impartial manner. The Company will conduct investigations in a confidential manner, to the extent possible. No person who is the subject of such a complaint shall conduct such an investigation. Disclosure regarding such matters will be on a need-to-know basis, consistent with the rights of all persons involved and with The Company's obligation to investigate the report or complaint and, when necessary, to take prompt and appropriate remedial action.

The Company recognizes that, in some cases, despite thorough investigation, it may be impossible to determine whether the alleged violations of this harassment policy have in fact occurred. In such cases, the Company may take appropriate action designed to reinforce the purpose and effectiveness of this policy and to prevent future violations.

Any employee or supervisor who, after an appropriate investigation, is found to have engaged in conduct that violates this harassment policy will be subject to disciplinary action up to and including discharge, as determined by the Company. The Company will also take reasonable steps to prevent reoccurrence of the offending conduct.

2.8.5 Prohibition Against Retaliation

In no event will the Company retaliate or tolerate retaliation against any employee for making a good faith report or complaint about perceived harassment or discrimination, or for cooperating in the investigation of a harassment or discrimination complaint. Any employee who believes he/she is being retaliated against in violation of this policy should contact a member of Upper Management, so any concerns can be promptly and thoroughly reviewed. Any employee who is found to be engaging in any unlawful retaliation against any other employee will be subject to disciplinary action up to and including termination.

2.9 Workplace Bullying

The Company prohibits bullying. Employees found in violation of this policy will be disciplined, up to and including termination. Bullying is defined as "repeated inappropriate behavior, either direct or indirect, whether verbal, physical or otherwise, conducted by one or more persons against another or others, at the place of work or at off-site, employer sponsored events." Bullying may be intentional or

unintentional. However, it must be noted that where an allegation of bullying is made, the intention of the alleged bully is irrelevant, and will not be given consideration when meting out discipline.

The Company considers the following types of behavior examples of bullying:

- Verbal Bullying: slander, ridiculing or maligning a person or his/her family; persistent name calling which is hurtful, insulting or humiliating; using a person as butt of jokes; abusive and offensive remarks.
- Physical Bullying: pushing; shoving; kicking; poking; tripping; assault; or threat of physical assault; damage to a person's work area or property.

If an employee believes that the employee is being bullied report it to your manager or supervisor immediately. If the problem is with the employee's immediate manager or supervisor, the employee can report it to Upper Management. All complaints will be investigated. Disclosure regarding such matters will be on a need-to-know basis, consistent with the rights of all persons involved and with The Company's obligation to investigate the report or complaint and, when necessary, to take prompt and appropriate remedial action.

The Company prohibits retaliation against employees that have asserted a complaint under this policy or any individual who has cooperated in any investigation under this policy. Anyone who has been found to have engaged in retaliation in violation of this policy will be subject to appropriate disciplinary action up to and including termination.

2.10 Consensual Relationships

The Company recognizes that, on occasion, dating and personal relationships may develop between employees. For purposes of this policy, a "personal relationship" is defined as a relationship between individuals who have or have had a continuing relationship of a romantic or intimate nature. To ensure an appropriate work environment, supervisors are prohibited from dating or having any personal relationships with an employee in their direct reporting chain.

Employees with no direct reporting or supervisory relationship to each other may date or have a personal relationship, provided that there's no real or perceived conflict of interest and the relationship doesn't otherwise adversely affect the workplace. Although personal relationships are a matter of personal choice, while in the workplace they should remain private between the employees involved.

If you find that a personal relationship may be developing between a supervisor and a subordinate in a direct reporting chain, it's your responsibility to immediately discuss it with Upper Management so that any potential, actual or perceived conflict of interest can be resolved.

If the Company determines in its sole discretion that a personal relationship between two employees is disruptive to the working environment, it will attempt to reassign the individuals and if reassignment is impracticable, may discuss one individual leaving the employment of the Company.

2.11 Outside Activities

To avoid actual, potential or perceived conflicts of interest, you must obtain the written approval specified by your department before engaging in any other businesses; accepting employment or compensation from any other person; serving as an officer, director, partner or employee of another business or organization; or running for or holding a public office.

Serving on the board of a not-for-profit or charitable organization generally requires neither disclosure nor approval provided that the outside entity operates as a non-profit or as a non-governmental-related organization. Your position in such an organization must not be compensated or investment-related and can't appear either to interfere with your job responsibilities or to present an apparent, potential, or perceived conflict of interest with the Company or its policies.

2.12 Unique Workplace Environment

You will find the environment here at the Company to be very unique. Due to the nature of our business, the environment can be very competitive. That may mean loud, critical and stressful. It can also mean fun, motivating and rewarding. In addition, you may be asked to perform a variety of duties to assist in the smooth operation of the Company. These duties may include tasks you do not consider part of your job responsibilities but will benefit the team. The experience can be what you make of it. However, keep in mind that while we want everyone to be successful, we recognize that this competitive environment is not right for everyone. If you feel it isn't right for you, please don't hesitate to let us know why you're moving on.

2.13 Business Ethics and Conduct

Employees owe duty to the Company, its customers, and stakeholders to act in a way that will merit the continued trust and confidence of the public. The Company will comply with all applicable laws and regulations and expects its directors, officers, and employees to conduct business in accordance with the letter, spirit, and intent of all relevant laws and to refrain from any illegal, dishonest, or unethical conduct.

In general, the use of good judgment, based on high ethical principles, will guide you with respect to lines of acceptable conduct. If a situation arises where it is difficult to determine the proper course of action, the matter should be discussed openly with your immediate supervisor or a member of Upper Management for advice and consultation. Compliance with this policy of business ethics and conduct is the responsibility of every employee. Disregarding or failing to comply with this standard of business ethics and conduct could lead to disciplinary action, up to and including termination of employment.

2.14 Confidential Information

During the course of employment, an employee will gain knowledge of a great deal of confidential, financial and other non-public proprietary company information. The success of our Company greatly depends upon maintaining the confidentiality and secrecy of such financial and non-public proprietary business information including, but not limited to, training manuals, business processes, business plans, customer lists and databases, and other such proprietary and non-public information relating to the business of the Company and its business partners and vendors. All such confidential information is the property of the Company and shall remain solely and exclusively the property of the Company. Therefore, all such information must be returned in full at the time of termination of employment.

Any employee who violates this policy will be subject to disciplinary action, up to and including separation of employment and legal action, even if he/she does not actually benefit from the disclosed information.

2.15 Company and Personal Property

The Company may provide offices, desks, files, lockers, workstations, and other equipment ("Company Property") for your use during your employment. Company Property may be inspected at any time. As such, you should have no expectation of privacy relating to Company Property. It is your responsibility to safeguard Company Property as well as your personal property by, for example, locking desks, lockers, files, etc. and keeping personal property, such as purses, wallets, and briefcases, out of public view and access.

Access to most business premises is restricted to people with proper identification and a legitimate need to enter. Because the Company takes reasonable precautions, the Company does not accept responsibility or make reimbursement for lost or stolen personal property.

2.16 Searches and Inspections

The Company has the right to conduct on-the-spot searches and inspections of employees and their personal property and effects if the Company has reason to believe that employees are in direct violation of any employment policies, including, but not limited to, the policies on drug and alcohol use, workplace violence and confidential information. All searches and inspections conducted by outside authorized specialists will be in the presence of a member of Upper Management.

2.17 Proof of Right to Work in the United States

By law, all employees must provide certain documents to prove their identity and authorization to work in the United States. Failure to provide these documents in the timeframe allowed by law after being offered employment could lead to termination. Upon the Company's request, an employee is required to provide proof of the right to work in the United States.

2.18 Dress Code

The Company strives to be known as an organization where employees enjoy their work environment while creating extraordinary results. The Company considers it very important that you are well groomed, neat and dress appropriately for your job function and, while we trust each employee's common sense and good judgment, a dress code must be established that is appropriate for the work environment. The Company has adopted a casual dress code but emphasizes some positions may call for dressier attire. Appropriate dress is important in promoting a positive Company image to our customers, both internally and externally.

The Company wishes to provide a work environment that is free of safety hazards, offensive behavior and harassment of any kind. Therefore, the following clothing is NOT ACCEPTABLE: sexually provocative clothing; clothing with profanity; sexually suggestive slogans; the observable lack of undergarments and exposed undergarments (including sagging pants or shorts, as well as skirts, dresses, and shorts that expose undergarments).

Because not all casual clothing is suitable for the work environment, these guidelines will help you determine what is appropriate for work. Prohibited clothing items include, but are not limited to: cutoff shirts, pajama pants, house slippers, and sunglasses. Men are prohibited from wearing tank tops. Shoes must be worn at all times.

Even in a casual environment torn or dirty clothing is unacceptable. Any clothing that has words, terms or pictures that may be offensive to other employees, as defined in our Harassment and Equal Employment Opportunity policies, is unacceptable. Clothing that has the Company logo is encouraged.

This is a general overview of appropriate attire. These guidelines are not all-inclusive and are open to change, with or without notice. No dress code can cover all contingencies so employees must exert a certain amount of judgment in their choice of clothing to wear to work. If you are unsure if something is acceptable, please ask your direct supervisor.

Supervisors are encouraged to dress business casual at all times whether remote or in office (i.e. collared shirt, blouse, etc.). Supervisors are allowed to wear hats that are to be worn forward facing (no backwards hats).

Team leaders and Supervisors are responsible for ensuring their departmental personnel are in compliance. Supervisors and Managers reserve the right to send any person home to change clothes who violates any part of the dress code policy. If you wish to report non-compliance, please report it to your Supervisor.

3 Employment Status and Time Records

3.1 You and Your Supervisor

Your supervisor is responsible for directing your work and administering the Company's policies and procedures. It's important that a spirit of cooperation and trust exists between you and your supervisor, and you should always feel free to ask for his/her assistance whenever you have a problem or questions. You and your work are important to the Company, and your supervisor is responsible for helping you any way he/she can.

3.2 Open Door Policy

The Company believes strongly in free and open communication. If you have a problem or a suggestion, we want to know about it. You should feel confident that your supervisor is available to discuss any of your concerns or answer questions and that the door to management is always open.

The Company believes that many problems and misunderstandings can be cleared up by frank, free and open discussion. We feel strongly about this policy. It encourages an exchange of thought and suggestions between employees and all levels of management.

3.3 Employment Categories

The following classifications of employees provide a guide for determining employment status and benefits eligibility. These classifications do not guarantee employment for any specified period of time or otherwise alter the at-will relationship.

Each employee is designated as either non-exempt or exempt from federal and state wage and hour laws. Non-exempt employees are entitled to overtime pay under the specific provisions of federal and state laws. Exempt employees are excluded from specific overtime provisions of federal and state wage and hour laws. The Company follows all federal and state wage and hour laws when designating employees as exempt or non-exempt.

In addition to the above categories, each employee is either full-time, part-time or temporary:

- **Full-time** employees are those not hired for temporary work and who are regularly scheduled to work the Company's full-time schedule, defined as an annual average of 32 hours or more per week. Generally, they are eligible for the Company's benefit package, subject to the terms, conditions and limitations of each benefit program.
- **Part-time** employees are those not hired on a temporary status and who are regularly scheduled to work less than the full-time work schedule. Regular part-time employees may be eligible for some benefits sponsored by the Company, subject to the terms, conditions and limitations of each benefit program.
- **Temporary** employees are those who are hired for a specific period of time, for a special project, for a peak period or for vacation fill-in, etc. Generally, a temporary employee is not eligible for benefits, regardless of the number of hours or weeks worked, except to the extent required by the provisions of state and federal laws (i.e., Social Security and workers' compensation insurance, etc.).

3.4 Exempt Salaried Employee Definition and Complaint Procedure

An "exempt salaried employee" is an employee who regularly receives a predetermined amount of compensation each pay period on a weekly or less frequent basis and who falls within one of the following categories exempt from overtime: executive, administrative, professional, outside sales and certain computer employees. An employee who falls within the "exempt salaried employee" definition may not have his/her pay reduced because of variations in the quality or quantity of the employee's work, except when a reduction of pay is allowed by state or federal law. It is the Company's policy to comply with the salary basis requirements of the Fair Labor Standards Act (FLSA). Therefore, the Company will not authorize any deduction that does not fall within the listed exceptions or that are not otherwise permissible under state or federal law. If you believe that an improper deduction has been made to your salary, you should immediately report this information to your direct supervisor.

Reports of improper deductions will be promptly investigated. If the Company determines that an improper deduction has occurred, you will be promptly reimbursed for any improper deduction made. The Company will also take whatever steps it deems necessary to ensure that any improper deduction brought to its attention under this procedure does not occur in the future.

3.5 Hours of Work and Breaks

The Company is generally open for business six (6) days a week. Exact hours of work will fluctuate based on business needs. Individual work schedules, including breaks, will be determined by the job and the appropriate supervisor in order to ensure adequate coverage of phones and other responsibilities. Therefore, your supervisor will determine your work schedule. If you have any questions about your schedule, talk to your supervisor.

All employees who are scheduled to work at least five (5) hours in a workday are entitled to an unpaid lunch period of thirty (30) minutes or one (1) hour which will be determined by the employee's supervisor. Employees must clock out for their lunch break. Additionally, for every four (4) hours worked, employees are eligible for a fifteen (15) minute paid break. Employees cannot exceed the time allowed for their lunch break or fifteen-minute break.

Any time you are away from your computer for anything besides training, a drink, bathroom break or vending machine, you need to clock out.

Layoff and Recall

If it becomes necessary to lay off employees due to work or other economic conditions, layoffs shall be made in accordance with the principles of absentee record, work history, performance and skill/ability. This is subject to the requirement that employees retained must be qualified to perform the work to be done.

3.6 Attendance and Punctuality

All employees are expected to report to work when scheduled and to work their scheduled hours. All employees must reach out to the Company attendance line at (303) 962-0831 or attendance@americanautoshield.com at least thirty (30) minutes prior to his/her scheduled start time of any tardiness or absence from a scheduled workday. It is **YOUR** responsibility to call to let the Company know the situation.

Not reporting to work and not calling to report the absence is considered a no call/no show and is a serious matter. If you agree to take on an additional shift and do not report to work and do not call to report the absence, it will be treated the same as a standard shift. The first instance of a no call/no show will result in a final written warning and a two-day suspension. The second separate offense may result in termination of employment with no additional disciplinary steps. Any no call/no show lasting two days is considered job abandonment and is grounds for immediate termination. If an employee has a prior warning for attendance, the disciplinary process may be accelerated to the final step. In addition, if the employee has extenuating circumstances, management has the right to exercise discretion.

Absences which qualify under the Family and Medical Leave Act (FMLA) will not be counted against an employee's attendance record. Documentation within the guidelines of FMLA will be required in these instances.

3.7 Recording Work Hours

All employees must record all time worked on a daily basis using the Company's electronic timekeeping system or as soon as practical to reflect start and end (in and out) times in addition to absences that occur.

For positions approved to work remotely, time spent working remotely, or checking voicemail, as well as time spent logging in and out of the computer and telephone systems, should be recorded as time worked. You are responsible for recording hours worked and time away from work accurately.

3.8 Keeping Accurate Time Records

Falsification of time records is a violation of policy. Employees who falsify any time record may be subject to corrective action up to and including termination of employment. All time worked is compensable and must be recorded. If you are a non-exempt (which means you are overtime-eligible) employee, "off-the-clock" work is strictly prohibited. Supervisors may not request, require or permit "off-the-clock" work.

4 Compensation and Payroll

4.1 Payroll Procedures

Employees are paid every other Friday. If the regular payday occurs on a holiday, the payday is the last working day prior to the holiday.

On each payday, employees receive a statement via the Company's human capital management system showing gross pay, deductions, and net pay.

Automatic deductions such as additional tax withholding, contributions to voluntary benefit plans, and individual savings plans may be arranged through People Services.

4.2 Overtime

Like most successful companies, the Company may experience periods of extremely high activity. During these busy periods, additional work is required from all of us. Supervisors are responsible for monitoring business activity and requesting or requiring overtime work if it is necessary. Effort will be made to provide employees with adequate advance notice in such situations. An employee who is assigned overtime and refuses to work it will be subject to discipline, unless the employee has an excuse acceptable to the Company.

Any non-exempt/hourly employee who works overtime will be compensated at the rate of one and one-half times (1.5) his/her normal hourly wage for all time worked in excess of forty (40) hours each work week, unless otherwise required by law.

For work on holidays, actual time worked is in addition to that holiday's eight (8) hours of holiday pay. This is for eligible employees only.

Holiday or pre-approved vacation, sick time, jury duty, bereavement, and other leaves are not included in the hours worked computation for overtime purposes.

For purposes of calculating overtime for non-exempt/hourly paid employees, the workweek begins at 12:00AM on Sunday and ends 168 hours later at 11:59PM on the following Saturday.

The department supervisor can approve or deny overtime hours based on business needs and/or performance. Employees are not permitted to work unauthorized overtime. All overtime must be approved in advance. Working unapproved overtime will result in discipline, up to and including termination.

4.3 Corrections to Pay

If you feel your pay has been calculated incorrectly, you should immediately report the issue to the payroll team, payroll@americanautosshield.com, and they will investigate the situation as quickly as possible and notify you if any changes will be made.

5 Personnel Records and Personnel Data Changes

It is the employee's responsibility to provide the required employment data. Keeping your personnel file current can be important to you regarding pay, deductions, benefits, and other matters. If additional data is required, the employee will be notified by payroll and the requested information or

records must be completed or provided within the time frame specified in the notice. Failure to comply with the request may result in disciplinary action.

The Company will protect the confidentiality of all employee records. Only people with a legitimate "need to know", or as required by law, will have access to the records.

Personnel files are the property of the Company. Employees who wish to review their own personnel file should contact Human Resources. With reasonable advance notice, current employees may make an appointment, on their own time, to review their own personnel file in the Company's offices and in the presence of an individual appointed by the Company to maintain the files.

It is the responsibility of each employee to promptly notify the Company of any changes in personnel data. This can be done in your payroll profile. Name, mailing address, telephone numbers, emergency contact information, educational accomplishments, dependents reaching 25 years of age and other such status reports should be accurate and current at all times. Changes that may affect benefits eligibility must be communicated within thirty (30) days of the change or eligibility may be affected.

5.1 Information Requests on Current or Former Employees

If you receive a request for verification of employment on any current or former employee of the Company, please refer the request to Human Resources. Only Human Resources is allowed to provide this information. If you need information provided to a third party, such as a mortgage or other lender, please refer the request to Human Resources.

5.2 Separation of Employment

Employment with the Company is at-will; both the employee and the Company have the right to terminate the employment relationship with or without cause and with or without notice.

Employees are requested to provide advance written notice of resignation to the Company, preferably at least two (2) weeks in advance. Notice allows sufficient time to transfer work, cover shifts, return all Company property, review eligibility for continuation of insurance, and plan for final wages. Upon separation of employment, employees may be asked to complete an exit interview via email.

Final paychecks, which include hours paid through the employee's final day as stated on the resignation letter, along with accrued unused Paid Time Off balance (if applicable) will be deposited on the next regularly scheduled pay date. For involuntary terminations, final paycheck includes hours worked through the employee's final day, along with accrued unused Paid Time Off balance (if applicable) will be deposited on the next regularly scheduled pay date unless required by state law.

6 Benefits

Eligible employees of the Company are offered certain benefits. A number of the programs (such as Social Security, Workers' Compensation and Unemployment Insurance) cover all employees in the manner prescribed by law. Benefits eligibility is dependent upon a variety of factors, including employee classification.

Information contained in this Handbook is only a brief overview. Information regarding specific plan provisions is reflected in the Plan Document or Summary Plan Description for the specific plan, as

applicable. In the event that the information contained in this Handbook differs from that contained in the Plan Document, the Plan Document is always the controlling authority.

If demoted, all benefits of that position are immediately lost.

6.1 Health Insurance

The Company offers a health insurance plan that provides regular full-time employees access to group medical insurance benefits. Full-time employment is defined as working a quarterly average of thirty-two (32) hours or more per week.

Eligible employees may participate in the health insurance plan subject to all terms and conditions of the agreement between the Company and the insurance provider. Details of the health insurance plan are described in a separate Group Insurance Information Packet.

If group health insurance is declined at the time of initial eligibility, the employee may only enroll during specified “open enrollment” periods, or upon the occurrence of a “change in status,” such as losing coverage under another plan or gaining a new dependent through marriage, birth or adoption. See the health plan summary booklet for more information. If a “change in status” occurs, the employee has thirty (30) days to enroll in the plan. It is the sole responsibility of the employee to notify Human Resources of the occurrence of a “change in status”.

6.2 Vacation Time

Vacation Time off with pay is available to full-time employees according to the schedule included in this Handbook. Each new employee hired after June 1, 2024, will be allocated scheduled Vacation Time per the schedule below. Employees accrue vacation each year of their anniversary with the Company. For example, on an employee’s six (6) month anniversary with the Company, the employee will be provided five (5) vacation days.

<i>Length of Service</i>	<i>Annual Vacation Time Accrued</i>
<i>After 6 months completed</i>	<i>5 Days</i>
<i>After 1 year completed</i>	<i>10 Days</i>
<i>After 5 years completed</i>	<i>15 Days</i>
<i>After 10 years completed</i>	<i>20 Days</i>
<i>After 15 years completed</i>	<i>25 Days</i>

Any employee hired prior to June 1, 2024, will continue to accrue Vacation Time/PTO at the previous rate. The Company no longer offers or honors unlimited PTO. Contact Human Resources with any questions.

To take vacation, employees must request and obtain advance approval from their direct supervisor thirty (30) days in advance. Requests will be reviewed based on a number of factors, including business needs and staffing requirements.

Vacation Time off is paid at the employee's base pay rate at the time of vacation. It does not include overtime or any special forms of compensation such as incentives, commissions or bonuses.

Vacation days may be taken together up to five (5) days at a time. Vacation days must be taken in either four (4) or eight (8) hour increments.

6.3 Sick Days

Employees earn one (1) hour of paid sick time for every thirty (30) hours worked and can use up to a maximum of forty-eight (48) hours per year. Paid sick time can be used for, but is not limited to, employee's own physical or mental illness, care for employee's family member who has a physical or mental illness, or absence due to domestic violence, sexual violence. Paid sick time may be scheduled in advance for up to two (2) days at a time.

Unused paid sick time will roll over into the new calendar year (maximum 48-hour accrual will still apply).

The pay for the time off will be calculated based on the employee's base pay rate multiplied by the number of hours the employee would otherwise have worked on the day of absence.

Employees must give supervisors as much notice as possible when using a sick day. Sick days are ineligible to be paid out upon separation.

6.4 Holidays

The Company will grant paid holiday time off to all eligible employees after ninety (90) days of employment on the holidays listed below:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

Paid holiday time off will be calculated based on the employee's straight time pay rate (as of the date of the holiday) times the number of hours the employee would normally be scheduled to work on that day.

To be eligible for paid holiday time off, employees must work the last scheduled day immediately preceding and the first scheduled day immediately following the holiday, and the holiday must fall on a scheduled workday. If an employee works a holiday, they will be paid for the hours worked that day, as well as for holiday pay (if eligible).

If a recognized holiday falls during an eligible employee's scheduled approved absence, the employee will be paid holiday pay. If a recognized holiday falls during an eligible employee's unscheduled paid leave or unpaid leave of absence, holiday pay will not be granted. It is not applicable if the holiday falls on the weekend, Saturday or Sunday.

Paid time off for holidays will not be counted as hours worked for the purpose of determining overtime.

If you have questions about your eligibility, please check with the Executive Leadership of your department.

6.5 Bereavement Leave

In the event of a death in your immediate family or the immediate family of your spouse, full-time employees will be granted paid leave up to three (3) days of scheduled work days. To qualify for bereavement leave, full-time employees must have completed ninety (90) days of employment.

The Company defines “immediate family” as the employee’s spouse, parent, child, sibling, grandparent or grandchild; the employee’s spouse’s parent, child, sibling, grandparent or grandchild; and the employee’s child’s spouse. Bereavement leave for other family relationships will be determined on a case-by-case basis at the discretion of Upper Management. Time off without pay may be granted for other relationships.

Bereavement pay will be calculated based on the employee’s base pay rate multiplied by the number of hours the employee would otherwise have worked on the day of absence. Part-time and temporary employees may be granted time off without pay.

6.6 Jury Duty

The Company recognizes jury duty as a civic responsibility of everyone. When summoned for jury duty, an employee will be granted leave to perform his or her duty as a juror. If the employee is excused from jury duty during his or her regular work hours, he or she is expected to report to work promptly.

The Company will pay employees for up to three (3) days of jury duty. The pay will be calculated based on the employee’s base pay rate multiplied by the number of hours the employee would otherwise have worked on the day of absence, less any jury duty pay the employee received from the court. This means that you must present the court issued check to the payroll department prior to receiving pay for time spent on jury duty.

6.7 Time Off to Vote

The Company encourages employees to vote in scheduled elections and provides the legally required release time in order to do so. Under most circumstances, it is possible for employees to vote either before or after work. If it is necessary for employees to arrive late or leave work early to vote in any election, employees should arrange with their Supervisor/Manager no later than the day prior to Election Day.

6.8 Military Leave

A military leave of absence will be granted to employees who are absent from work because of service in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). Advance notice of military service is required, unless military necessity prevents such notice or it is otherwise impossible or unreasonable.

The leave will be unpaid. However, employees may use any available paid time off for the absence.

Continuation of health insurance benefits is available as required by USERRA based on the length of the leave and subject to the terms, conditions and limitations of the applicable plans for which the employee is otherwise eligible.

Benefit accruals, such as vacation, sick leave, or holiday benefits, will be suspended during the leave and will resume upon the employee's return to active employment.

Employees on military leave for up to thirty (30) days are required to return to work for the first regularly scheduled shift after the end of service, allowing reasonable travel time. Employees who fail to return to work immediately following service will be assumed to have resigned. Employees on longer military leave must apply for reinstatement in accordance with USERRA and all applicable state laws.

Employees returning from military leave will be placed in the position they would have attained had they remained continuously employed or a comparable one depending on the length of military service in accordance with USERRA. They will be treated as though they were continuously employed for purposes of determining benefits based on length of service.

Contact your supervisor for more information or questions about military leave.

6.9 Continuation of Benefits (COBRA)

If you, your spouse, or your dependents lose group health care coverage due to employment termination or another “qualifying event,” you may be eligible to elect continuation of group health coverage in accordance with the Consolidated Omnibus Budget Reconciliation Act of 1985, better known as COBRA.

COBRA entitles certain employees and dependents to elect or decline continued group health coverage upon some “qualifying events.” Under this federal law, a qualifying event is an event that would ordinarily cause an employee, spouse, or dependent to lose group health coverage. Any of these items may constitute a qualifying event:

- Resignation
- Retirement
- Termination for reasons other than gross misconduct
- Reduction of work hours
- Death of a covered employee
- Divorce or legal separation from a covered employee
- Losing a “dependent child” status
- Medicare eligibility
- Being called to active duty as a military reservist

Employees discharged for gross misconduct are not eligible for continuation of benefits.

Employees and dependents are responsible for notifying the Company and plan administrator immediately following a qualifying event and upon any change in address of the employee and dependents.

Employees and dependents who elect continued coverage following a qualifying event will be required to pay monthly premiums equal to the full amount paid by the Company (and employee), if applicable. Payments are due the first of the month coverage is to be provided. The plan administrator is

responsible for sending COBRA notices and for managing COBRA enrollment, billing, payment, and cancellation. COBRA coverage will become effective once the employee's first premium is received by the plan administrator. Coverage will cease if the former employee fails to make premium payments as scheduled, becomes covered by another group plan that does not exclude preexisting conditions, or becomes eligible for Medicare.

If employees do not choose coverage continuation within the required timeframe, their group health coverage will end. If they choose to continue coverage and pay all premiums, coverage can continue for eighteen (18) months; however, in some circumstances, coverage may continue for up to thirty-six (36) months.

For detailed information or questions on COBRA, employees should contact the Human Resources Department.

6.10 Family Medical Leave Act (FMLA)

The Company recognizes that a leave of absence from active employment may be necessary for family or medical reasons. The following policy is designed to comply with, and will be administered in accordance with, provisions of Family and Medical Leave Act of 1993 ("FMLA"), as amended.

6.10.1 Eligible Employees

To qualify to take family or medical leave under this policy, the employee must meet all of the following conditions:

- The employee must have worked for the Company for twelve (12) months or fifty-two (52) weeks; does not have to be consecutive. Separate periods of employment will be counted, provided that the break in service does not exceed seven (7) years.
- The employee must have worked at least 1,250 hours during the 12-month period immediately before the date when the leave is requested to commence.
- The employee must work in a worksite where fifty (50) or more employees are employed by the Company within seventy-five (75) miles of that office or worksite.

QUALIFYING REASONS FOR LEAVE

To qualify as FMLA leave under this policy, the employee must be taking leave for one of the reasons listed below:

1. For the birth of the employee's child and to care for the employee's child after birth, or for the placement of a child with the employee for adoption or foster care and to care for the child thereafter. Leave must be taken within the first twelve (12) months from the date of birth and must be taken in one continuous period of time (i.e. not on an intermittent basis). Where two (2) spouses work for the Company, they will be allowed a total of only twelve (12) weeks, not twelve (12) weeks each.
2. To care for the employee's spouse, child, or parent with a serious health condition.
3. Due to a serious health condition of the employee that renders the employee unable to perform his/her job.
4. Because of "qualifying exigency leave" related to a spouse, child, or parent who is on active duty, or has been notified of an impending call or order to active duty in the armed forces. A "qualifying exigency" includes such tasks as attending pre- and post-deployment meetings,

making arrangements for childcare, making financial arrangements, and taking time off work to be with a family member who is being shipped overseas.

5. Leave to care for a spouse, child, parent, or nearest blood relative who is a current member of the Armed Forces, who has incurred a serious injury or illness in the line of active duty. A serious illness or injury is one that was incurred in the line of active duty and leaves the service member medically unfit to perform the duties of his/her office, grade, rank, or rating. Where two (2) spouses work for the Company, they will be allowed a total of only twenty-six (26) weeks between them to care for an injured service member.

DESIGNATION OF LEAVE

It is the Company's obligation to designate any qualifying leave as FMLA leave, whether it is paid or unpaid, and whether or not the employee requests that an absence be counted as FMLA leave. Therefore, any paid or unpaid leave that qualifies as FMLA leave will be so designated by the Company.

LENGTH OF LEAVE

An eligible employee is entitled to no more than a total of twelve (12) weeks of unpaid leave within a rolling twelve (12) month period (i.e. the immediately preceding 365-day period), or twenty-six (26) weeks of leave within a rolling twelve (12) month period to care for a spouse, child, parent, or nearest blood relative if the relative is a service member who has incurred a serious illness or injury while on active duty.

Any absence or leave of absence taken for any reason that also qualifies for leave under the FMLA as a serious health condition (i.e. short-term disability leave, workers' compensation leave, PTO, etc.), will be counted as Family and Medical Leave and will be deducted from an employee's entitlement to twelve (12) weeks of leave under this policy and the FMLA.

An employee who fails to return to work immediately following expiration of the authorized leave period, or who remains on leave for more than a total of twelve (12) weeks (or twenty-six (26) weeks to care for a service member) during any rolling twelve (12) month period may be terminated from employment.

SUBSTITUTION OF PAID LEAVE

During family or medical leave provided under this policy, employees are encouraged to use any or all accrued and unused vacation and/or paid sick time. All absences that qualify as FMLA leave will count against an employee's FMLA leave entitlement of twelve (12) weeks per year, whether or not the employee is also eligible for and receives disability pay and/or chooses to take vacation or and/or paid sick time during part or all of his/her FMLA- qualifying absence.

CERTIFICATION

If an employee takes a leave of absence because of the serious health condition of the employee or the employee's family member, or due to the serious illness or injury of a family member during active military duty, the Company may require the employee to submit to Human Resources a written medical certification from a health care provider demonstrating the need for medical leave. If requested, this certification must be provided within fifteen (15) days of the Company's request. Failure to provide

such certification upon request may result in a denial or delay of leave, and may subject the employee to disciplinary action, including termination of employment, for excessive absenteeism pursuant to the Company's Attendance Policy.

FMLA regulations give the Company the right to require that an employee obtain a second (and possibly a third) opinion from another health care provider (at the Company's expense) certifying the serious health condition of the employee or the employee's family member. For extended leaves in excess of thirty (30) days, or where the circumstances of the employee's leave changes, the Company reserves the right to require that an employee provide a recertification of the medical condition for which leave is taken.

During the employee's leave, the Company may also periodically inquire of the employee, or the employee may be required to periodically report to the Company, as to the employee's intent to return to work and the expected return to work date.

INTERMITTENT OR REDUCED LEAVE

Leave taken because of the employee's or a family member's serious health condition, because of a "qualifying exigency," or due to the serious injury or illness of a family member in the military may be taken on an intermittent or reduced-schedule basis when medically (or otherwise) necessary and if the employee first attempts to schedule his/her leave so as not to disrupt the Company's operations. The employee may be required to submit a medical certification from a health care provider certifying the intermittent or reduced-schedule leave is medically necessary. Intermittent leave will be counted in one (1) hour increments of time.

The Company may require an employee taking intermittent or reduced schedule leave to transfer temporarily to an alternative available position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position.

INSURANCE PREMIUMS

During the employee's family or medical leave of absence, the Company will continue to provide health care insurance coverage for the employee; however, the employee will remain personally responsible for paying the employee's portion of the insurance premium. If the employee's premium payment is more than thirty (30) days late, the employee's insurance coverage may lapse and terminate, but it will be reinstated immediately upon the employee's return to work, without a requirement the employee provide evidence of insurability.

JOB RESTORATION

Upon return from family or medical leave, the employee will be returned to the same or an equivalent position with no loss of pay or benefits that accrued prior to the leave of absence. An employee who does not return to work at the end of an authorized leave period or after exhausting his/her twelve (12) week entitlement to FMLA leave may be terminated from employment. The Company may deny job restoration to an employee if his/her job or position would otherwise have been eliminated had the employee not taken leave.

The employee must give at least forty-eight (48) hours advanced notice of his/her intent to return to work, to allow the Company to make scheduling arrangements. Prior to returning to work, an employee granted leave for his/her own serious health condition must also submit a health care provider's written certification that the employee is able to return to work. Failure to provide a return-to-work authorization may delay the employee's return to work and/or result in unauthorized absence(s).

Certain "key employees" (defined as salaried, FMLA-eligible employees who are among the highest paid 10 percent of the employer's employees within seventy-five (75) miles of the facility where the employee works) may not be eligible to be restored to the same or an equivalent job at the conclusion of their leave.

NOTIFICATION OF NEED FOR LEAVE

An employee aware of the need for family or medical leave is required to notify Human Resources of the date leave will be needed and the expected duration of leave at least thirty (30) days in advance of the leave, or, if the need for the leave is not foreseeable, as soon as possible. Failure to provide thirty (30) days' notice prior to taking leave may result in denial or delay of leave. When leave is not foreseeable, failure to give notice of the need for leave as soon as possible (normally within forty-eight (48) hours of the commencement of leave) may result in a denial or postponement of the leave and/or unauthorized absence(s).

An employee requesting leave under this policy must submit a completed "Request for Family or Medical Leave" form to Human Resources. Forms are available from Human Resources.

6.11 FAMLI Leave

As of January 1, 2024, Colorado has implemented the Family and Medical Leave Insurance (FAMLI) program. FAMLI leave provides Colorado workers with access to paid leave in certain circumstances. The Company has received Private Plan approval by Colorado's FAMLI Division. The Private Plan provides all of the same rights and benefits provided to employees under the FAMLI program.

ELIGIBLE EMPLOYEES

Most employees become eligible to take FAMLI leave after they have earned at least \$2,500 in wages within the State within the last four (4) calendar quarters. By submitting an application for benefits to the private plan administrator, the employee consents to the private plan administrator sharing with the employer, upon the employer's request, limited information necessary for the employer to coordinate FAMLI benefits with other benefits the employee may be eligible, including but not limited to the wage replacement amount and the reason for leave.

QUALIFYING REASONS FOR LEAVE

Covered Colorado workers may receive up to twelve (12) weeks of FAMLI leave per year to:

- Bond with a new child, including adopted and fostered children.
- Care for themselves, if they have a serious health condition.
- Care for a family member's serious health condition.
- Make arrangements for a family member's military deployment.
- Address the immediate safety needs and impact of domestic violence and/or sexual assault.

Those workers who experience pregnancy or childbirth complications may receive an additional four (4) weeks for a total of sixteen (16) weeks per year.

FAMLI leave can only be taken once a year across a rolling annual calendar year. For example, if an employee takes FAMLI leave on February 11, 2024, for the full twelve (12) weeks, they would not be eligible for any other FAMLI leave until February 11, 2025.

An employee who fails to return to work immediately following expiration of the authorized FAMLI leave period, or who remains on leave for more than a total of twelve (12) weeks (or sixteen (16) weeks for pregnancy or childbirth complications) during any rolling twelve (12) month period may be terminated from employment.

Employees are required to follow the Company's absence reporting policies while on FAMLI leave.

PAID LEAVE & SUBSTITUTION OF ADDITIONAL PAID LEAVE

FAMLI leave will be paid by the private plan administrator. While an employee is on leave, the Company is not responsible for paying wages to the employee. Employees approved for FAMLI leave will receive a portion of their paycheck dependent on their average weekly wage as determined by the private plan administrator. The benefit is capped at \$1,100.00 a week.

Employees are not required to use earned paid time off (PTO) before taking leave or while taking leave under the FAMLI program. The Company will allow employees to use their accrued PTO to cover the remaining balance of their typical weekly wage to make the employee whole while on leave. However, employees on FAMLI leave cannot receive more compensation than their average weekly wage.

INSURANCE PREMIUMS AND DISABILITY PLANS

During the employee's FAMLI leave, the Company will continue to provide health care insurance coverage for the employee; however, the employee will remain personally responsible for paying the employee's portion of the insurance premium. If the employee's premium payment is more than thirty (30) days late, the employee's insurance coverage may lapse and terminate, but it will be reinstated immediately upon the employee's return to work, without a requirement the employee provide evidence of insurability.

If an employee on FAMLI leave is entitled to any benefits under the Company's short-term or long-term disability plans, any benefits under those plans will run concurrently with FAMLI leave.

JOB RESTORATION

Under the FAMLI program, once an employee has worked for the same employer for at least 180 days, their job is protected under the law. If an employee meets this 180-day requirement, upon return from FAMLI leave, the employee will be returned to the same or an equivalent position with no loss of pay or benefits that accrued prior to the leave of absence. An employee who does not return to work at the end of an authorized FAMLI leave period or after exhausting their FAMLI leave entitlement may be terminated from employment. The Company may deny job restoration to an employee if their job or position would otherwise have been eliminated had the employee not taken leave.

FAMLI AND FMLA LEAVE

FAMLI leave will run concurrently with FMLA leave.

6.12 Victims of Domestic or Sexual Violence

The Company recognizes that a leave of absence from active employment may be necessary for victims of domestic or sexual violence or a family or household member who is a victim of domestic or sexual violence. The following policy is designed to comply with, and will be administered in accordance with, provisions of Colorado Domestic Violence Act.

Colorado's law defines: "Domestic violence" as an act or threatened act of violence upon a person with whom the actor is or has been involved in an intimate relationship. "Domestic violence" also includes any other crime against a person, or against property, including an animal, or any municipal ordinance violation against a person, or against property, including an animal, when used as a method of coercion, control, punishment, intimidation, or revenge directed against a person with whom the actor is or has been involved in an intimate relationship. "Intimate relationship" as a relationship between spouses, former spouses, past or present unmarried couples, or persons who are both the parents of the same child regardless of whether the persons have been married or have lived together at any time. Colorado Revised Statute § 18-6-800.3.

Employees who are victims of domestic or sexual violence or have a family or household member who is a victim of domestic or sexual violence, may take unpaid leave from work to address such violence by:

- Seeking medical attention for, or recovering from, physical or psychological injuries caused by such violence.
- Obtaining services from a victim services organization.
- Obtaining psychological or other counseling.
- Participating in safety planning, temporarily or permanently relocating, or taking other actions to increase the safety of the employee or employee's family or household.
- Seeking legal assistance or remedies to ensure health and safety.

LENGTH OF LEAVE

An employee is entitled to no more than a total of three (3) days of unpaid leave within a twelve (12) month period, except as may be required by state law. An employee who fails to return to work immediately following expiration of the authorized leave period, may be terminated from employment.

CERTIFICATION

If an employee takes a leave of absence due to being a victim of domestic or sexual violence or the member of family or household is a victim of domestic or sexual violence, the Company may require the employee to submit to Human Resources a written certification demonstrating that the employee or member of family or household is a victim as described above. Employees may satisfy the certification requirement with a sworn statement from the employee plus certain other documentation, such as documentation from a victim services organization, an attorney, a member of the clergy, or a medical or other professional; or a police report or court record; or other corroborating evidence. If requested, this certification must be provided within fifteen (15) days of the Company's request. Failure to provide such certification upon request may result in a denial or delay of leave, and may subject the employee to disciplinary action, including termination of employment, for excessive absenteeism pursuant to the Company's Attendance Policy.

NOTIFICATION OF NEED FOR LEAVE

An employee aware of the need for domestic violence leave is required to notify Human Resources of the date leave will be needed and the expected duration of leave at least forty-eight (48) hours in advance of the leave, or, if the need for the leave is not foreseeable, as soon as possible. When leave is not foreseeable, failure to give notice of the need for leave as soon as possible may result in a denial or postponement of the leave and/or unauthorized absence(s).

7 Employee Conduct

7.1 Employee Conduct and Work Rules

The Company believes that all employees should treat each other with consideration and respect. We want this to be a good place to work. Listed below are the following kinds of conduct that are not acceptable to the Company. This list is not all-inclusive but is intended to set guidelines as to the type of conduct we will not tolerate. We reserve the right to change, add to or amend this list.

The decision as to whether an employee's conduct violates these guidelines rests solely with the Company and the degree of discipline will be according to the Company's discretion and judgment. The Company follows the doctrine of employment at will.

7.1.1 Group I

This group contains examples of conduct, which may lead to progressive discipline of:

1. A written warning.
2. A second written warning.
3. One (1) day of disciplinary suspension.
4. Two (2) days of disciplinary suspension.
5. Discharge for each successive offense in this category.

Each step of progressive discipline is to occur within eighteen (18) months of the prior step. However, the Company may decide that the conduct requires more serious discipline and reserves the right to accelerate the progression and impose it.

1. Failure to follow standard operating procedures, job aids, or company processes.
2. Inattention to duties, performing substandard work both in quality and quantity, carelessness, defective or improper work or loafing on the job.
3. Failing to work in a cooperative manner with management/supervision, coworkers, customers or anyone in contact with the Company.
4. Being away from your work area or leaving your area during work time without authorization from your supervisor other than for break or restroom time.
5. Excessive absences and/or tardiness. Employees who are going to be late or miss time for any reason are expected to contact their supervisor as soon as possible. It is YOUR responsibility to call YOUR supervisor to let them know the situation.
6. Unsatisfactory performance.
7. Excessive amount of missed inbound calls.
8. Contributing to unsanitary conditions and poor housekeeping. Put trash into trash containers.

9. Having non-employees inside the buildings without prior management approval.
10. Posting or removal of signs or other material on Company property, without Company authorization.
11. Misuse of Company time such as loitering, visiting or talking to employees who are still working.
12. Gambling, conducting a lottery or other games of chance on Company work time or property without Company permission.
13. Failure to report personal injuries, accidents, or emergencies immediately to your supervisor.
14. Violation of the Dress Code.
15. Using abusive, threatening, harassing (as defined by our Harassment policy) or intentionally false or malicious language concerning any employee, vendor, supervisor, or the Company, or toward anyone in contact with the Company.
16. Altering, defacing, or removing governmental or Company notices and posted bulletins.
17. Losing or misplacing Company materials.
18. Using your cell phone in any way during a phone call. This includes talking, texting or checking messages, except in the case of an emergency or with the Company's permission.
19. Inappropriate conduct such as horseplay, running, throwing objects or interfering with the work of others on Company property during work time.

7.1.2 Group II

This group contains examples of conduct, which may lead to progressive discipline of:

1. One (1) day disciplinary suspension.
2. Two (2) days disciplinary suspension.
3. Discharge for each successive offense in this category.

Each step of progressive discipline is to occur within eighteen (18) months of the prior step. However, the Company may decide that the conduct requires more serious discipline and reserves the right to accelerate the progression and impose it.

1. Using abusive, profane, discourteous, disrespectful or false or malicious language to any co-worker/supervisor or using a disrespectful tone towards or having a disrespectful attitude with a co-worker/supervisor.
2. Intentionally not clocking out for your lunch.
3. Contacting vendors, customers or competitors and discussing the Company in a maliciously false manner, including but not limited to phone calls, text messages, blogs and social media engagement.
4. Moonlighting on another job without the approval of your Supervisor.
5. Sleeping during work time.
6. Leaving work prior to end of shift, without permission of your supervisor.
7. Immoral conduct or indecency, regardless of whether the act was committed during employee's workday.
8. Smoking or having open lights anywhere in the building; smoking is only allowed outside the building in designated areas. Smoking and use of smokeless tobacco, including dip, snuff,

“plug” or chewing tobacco, vaping, juuling, e-cigarettes, etc., is allowed only outside the building in designated areas during breaks and lunch.

7.1.3 Group III

This group includes examples of conduct, which can be the basis for immediate discharge:

1. Using abusive, profane, discourteous, disrespectful, or false or malicious language to any customer or using a disrespectful tone towards or having a disrespectful attitude with any customer.
2. Intentionally avoiding calls.
3. Intentionally hanging up on a customer.
4. Insubordination or failure to carry out any order given by a supervisor, including entering or leaving Company property without permission.
5. Dishonesty of any kind, including but not limited to such conduct as falsification of personnel, payroll or other records or reports; misappropriation of property of the Company, customers, vendors or fellow employees; malicious falsification of facts.
6. Defrauding or attempting to defraud the Company concerning compensation or benefits, including worker’s compensation benefits/claims. Encouraging, assisting in or facilitating such activities is equally prohibited.
7. Removal of Company property from Company premises without authorization.
8. Commission or conviction of any unlawful act on Company premises or commission of any unlawful act off Company premises which affects the employee’s relationship to his/her job, customers or fellow employees.
9. Fighting or inciting a fight or threatening, striking or manhandling another employee or member of management, intimidating or coercing others on Company premises or work time.
10. Intentionally sabotage or interfering with the work of others during work time.
11. Embezzlement or stealing of Company or customer funds, including but not limited to stealing money or postage.
12. Intentionally recording time of another employee or altering an employee timecard in any way regardless of whether it is the employee’s own time card or that of another employee.
13. Misuse or unauthorized disclosure of confidential Company information not otherwise available to persons or firms outside the Company.
14. Conduct that jeopardizes or substantially interferes with Company operations.
15. Violation of the Company Drug and Alcohol Policy.
16. Violation of the Workplace Violence Policy.
17. Making knowingly false and malicious statements about the Company’s honesty, impartiality or reputation.
18. Sexual harassment, or other forms of unlawful harassment and/or discrimination, or other unlawful or unwelcome conduct as defined in our harassment policy.
19. Damaging, abusing, destroying or defacing property of the Company (including vehicles), its vendors, customers or fellow employees.
20. Inciting violence against the Company or advocating violence between the Company and other employees.

21. Giving false fire alarms, or causing fire alarms to be given, or tampering with protection equipment.
22. Gaining unauthorized access to Company records and files whether they are locked or otherwise.
23. Soliciting or accepting gratuities from clients inconsistent with American Auto Shield policies or other conflicts of interest or ethical violations.
24. Violation of American Auto Shield's Telemarketing Sales Rules and/or Company, Federal or State Do Not Call policy.

7.1.4 Attendance Adherence

Time related absences during a scheduled shift not covered by Sick Days are subject to the following occurrence policy for hourly employees:

- Missing more than six (6) minutes, less than fifteen (15) minutes: .1 occurrence
- Missing more than fifteen (15) minutes, less than two (2) hours: 0.25 occurrence
- Missing two (2) hours or more: .5 occurrence
- Absent on Monday or day after holiday: 1 additional point
- No call/no show within 4 hours of shift start time: 3 points plus written warning
- Consecutive absence: 1 additional point for each absent day

Occurrences are capped at one (1) per day. This does not include no call/no show and absent on Monday or day after holiday.

Occurrence Accumulation and Consequences

# of Occurrences	Consequence
Up to 3 Occurrences	None
4th Occurrence	Verbal Warning
5th Occurrence	Written Warning
6th Occurrence	Termination

Occurrences will roll off after four months or one hundred twenty (120) days. The following is an example:

Occurrence Date	Roll-Off Date
January 30	May 30
February 15	June 14
March 21	July 18

7.2 Employee Expectations

Employees are expected to act with integrity, maintain a professional work environment and comply with all Company policies and laws. Employees are expected to treat customers and co-workers with courtesy and respect at all times. These expectations extend to an employee's behavior both on and off Company property. Failure to meet these expectations could result in discipline, up to and including termination.

7.3 Performance Management

Our goal for you is to reach your maximum potential at the Company, and we hope that you will take a proactive role in continuously improving your performance. However, if management determines that

you haven't achieved or sustained an acceptable level of performance or haven't complied with the Company's policies or procedures; your employment may be terminated at any time.

Depending on the severity, frequency, or totality of the circumstances, your supervisor may counsel you, provide you with a formal warning or final warning, or ask you to commit to specific actions designed to improve your performance.

It's within your supervisor's discretion to determine whether some form of corrective action is appropriate under a given set of circumstances or whether your employment should be terminated.

Your employment may be terminated without notice regardless of any business-specific performance management process that may be practiced.

7.4 Drug and Alcohol Use

7.4.1 General Statement

The Company has a strong commitment to provide a safe workplace and to establish programs promoting high standards of employee health, safety and productivity and customer safety.

While the Company has no intention of intruding into the personal lives of its employees, it is recognized that involvement with drugs or alcohol takes a toll on job performance and on-the-job safety.

All drug testing shall be performed at a competent medical facility and by a facility that is either certified by the applicable governmental agency or is authorized to perform the testing being performed.

The Company strongly encourages persons with drug or alcohol problems to seek immediate treatment. If an employee believes he/she has a problem with drugs or alcohol, the employee may seek a leave of absence from the Company for the time needed to complete an approved rehabilitation program at their own cost, if not covered by Company Health Insurance. The employee will not receive a disciplinary penalty of any kind for this decision. However, this does not apply if prior to requesting a leave of absence, the employee is A) involved in a situation where a possibility then exists that the employee may be asked to take a test, or B) is informed by the Company the employee will be tested, or C) is tested.

7.4.2 Drugs and Alcohol Policy

7.4.2.1 Drugs

1. The term drugs in this Policy is generally defined as any drug or drug-like substance whose sale, use or possession is unlawful (e.g. heroin, cocaine, methamphetamines, barbiturates, marijuana [in any form]), or may cause impaired judgment or impaired work performance, or prescription drugs used in a manner other than as prescribed: The Company shall determine exactly what drugs are included in the test.
2. The unauthorized possession, use or distribution of drugs or being impaired or under the influence of drugs is inconsistent with the Company's objective of operating in a safe and efficient manner. Therefore, no employee shall use drugs or have drugs in his/her possession or distribute drugs during working hours including lunch or break time, or at any time on Company property. Additionally, no employee shall be at work while under the influence of or impaired by drugs. The detection of any screened drug -- that is, a positive test finding -- shall be considered "impaired" or "under the influence." Anyone who tests positive for drugs or whose

test results are adulterated or diluted as reported by the testing facility, shall be in violation of this Policy.

3. The unlawful involvement with drugs off Company property or during non-working time may result in discipline up to and including termination of employment.
4. This Policy does not prohibit employees from taking prescription drugs under the direction of a physician, except that medical marijuana use on Company property, work time or in a working area or when that use causes the employee to be under the influence of marijuana at work, as demonstrated by a positive drug test under this policy, is prohibited. The Company is not interested in the reason the employee is taking the prescription drug, but rather it is interested in assuring that the drug does not create the possibility of compromising the safety of the employee, any other employee, or customers. When the Company deems it appropriate, it may limit an employee's work or assignments in order to avoid problems caused by side effects of the prescription drugs.
5. A violation of this Policy on drugs may result in termination of employment.

7.4.2.2 Alcohol

1. The use of alcohol by an employee during the workday or on Company property or while driving a Company furnished vehicle is inconsistent with the objective of operating in a safe and efficient manner. **No alcoholic beverage may be brought onto the Company premises**, except in connection with a Company-authorized event where the Company's senior management has approved the presence of alcohol. **Accordingly, no employee shall consume alcohol or have alcohol in his/her possession during working hours, including lunch and break times, or any time on Company property or in a Company vehicle. No employee shall be at work or report to work under the influence of alcohol (this includes working remotely).** Anyone who tests positive for alcohol or whose test results are adulterated or diluted as reported by the testing facility shall be in violation of this Policy.
2. Testing shall be done by blood test or by breathalyzer.
3. An employee whose test result shows a level of alcohol equal to or in excess of .08% blood alcohol content shall be in violation of this Policy.
4. A violation of this Policy may result in termination of employment.

7.4.2.3 Effect on Worker's Compensation and Unemployment Benefits

Employees violating this Policy (including by testing positive) may be subject to a reduction of Workers' Compensation benefits or a denial of such benefits when the violation leads to an otherwise compensable injury. Employees who refuse a test may forfeit Workers Compensation benefits for an otherwise compensable injury. Further, anyone who tests positive, or whose test results indicate an adulterated or diluted sample or who refuses to take a test under this policy may be deemed to have engaged in misconduct connected with work and thus, disqualified for unemployment compensation benefit purposes.

Drug and Alcohol Testing

All drugs have a lingering effect, and a drug test will show a positive result for days, sometimes weeks, after ingestion.

All testing will be conducted by a laboratory certified by a certifying organization that meets the minimum standards of the United States Department of Health and Human Services. All specimen collection will be performed in accordance with the procedures provided for by DOT rules for workplace drug and alcohol testing, including, chain of custody procedures.

Testing will be split specimen testing. An employee who tests positive may request a confirmation test as defined by statutes at the employee's expense if the test confirms the original positive test results.

1. Suspicion. Any employee whose actions, performance or other factors indicate to the Company that they may be affected by drugs and/or alcohol will be subject to a drug and/or alcohol test (whichever is appropriate) by a Company-designated screening facility. All suspicion drug tests must be approved and sent by a member of management.
2. Post-Accident with Injuries. Likewise, any employee shall be subject to a drug and/or alcohol test in the event:
 - a. He/she is injured in an on the job accident that requires or results in medical treatment; or,
 - b. He/she has either caused or contributed to an accident on the job, on duty or in a Company related vehicle which results in an injury that requires or results in medical treatment.

Post-accident testing is used to ensure a safe workplace and will not be used to retaliate or discriminate against any employee.

3. Employees must sign an acknowledgement authorizing an agent of a Company-designated facility to perform the test and to release the results to the Company.
4. At the time a test is requested, the employee shall be advised of the basic facts forming the basis of the Company's belief that the employee may be having a problem that may be drug or alcohol related.
5. The presence of drugs will be tested under the supervision of a clinic or laboratory in accordance with Federal regulations governing such testing. The sample will be subjected to the EMIT test; a positive finding will result in the use of the GC/MS confirmatory test.
6. **Employees who refuse to sign the acknowledgment shall be terminated for insubordination.**

7.4.3 Penalties

Employees who violate this Policy as to drugs and/or alcohol may be terminated immediately.

7.4.4 Right to Inspect

The Company reserves the right to inspect the property and person of all individuals while on Company property or during the workday to monitor compliance with rules concerning safety of employees and security of American Auto Shield. This right includes, but is not limited to, the inspection of vehicles, parcels, packages, purses, lunch boxes, briefcases, lockers, work stations, desks, and other storage facilities/items.

7.5 Safety and Security

All employees are responsible for following safety policies and procedures as well as reporting safety hazards, unsafe practices, dangerous conditions, and all accidents, injuries or illnesses, regardless of how major or minor. Such reports must be made to a member of Upper Management immediately.

Any employee may make confidential reports of safety problems to any member of Upper Management. Employees will not be subject to discipline for reporting any safety violations or unsafe practices or policies.

In the case of accidents that result in injury, regardless of how insignificant the injury may appear, employees should immediately notify a member of Upper Management. Such reports are necessary to comply with laws and initiate insurance and Workers' Compensation benefits procedures.

7.5.1 Workplace Violence

The Company is committed to maintaining an environment that is safe and free from violence for all Company employees, vendors, suppliers and members. All Company personnel share in this responsibility and are expected to adhere to this policy and to maintain a climate of behavior that does not foster acts of violence, intimidation, assault, threats or aggression.

All employees, including supervisors and temporary employees, should be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, "horseplay," or other conduct that may be dangerous to others.

Conduct that threatens, intimidates, or coerces another employee, a member, or a member of the public at any time, including off-duty periods, will not be tolerated. This prohibition includes all acts of harassment, including harassment in violation of the No-Harassment Policy.

All threats of (or actual) violence, both direct and indirect, should be reported as soon as possible to your immediate supervisor or any other member of management. This includes threats by employees, as well as threats by members, vendors, solicitors, or other members of the public. When reporting a threat of violence, you should be as specific and detailed as possible.

All suspicious individuals or activities should also be reported as soon as possible to a supervisor. Do not place yourself in peril. If you see or hear a commotion or disturbance near your work station, do not try to intercede or see what is happening.

The Company will promptly and thoroughly investigate all reports of threats of (or actual) violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as is practical. In order to maintain workplace safety and the integrity of its investigation, the Company may suspend employees, either with or without pay, pending investigation.

Anyone determined to be responsible for threats of (or actual) violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action up to and including termination of employment.

The Company encourages employees to bring their disputes or differences with other employees to the attention of their Supervisor or Human Resources before the situation escalates into potential violence. The Company is eager to assist in the resolution of employee disputes and will not discipline employees for raising such concerns.

7.5.2 Weapons

This policy applies to all employees on Company premises, in Company vehicles and on Company time. This policy also applies to all other individuals while on Company premises and in Company vehicles.

The term "weapon" as used in this policy means: any firearm whether concealable or not, any item that is designed or adapted to expel a projectile by the action of an explosive, any explosive, incendiary, or poison gas bomb or similar device designed or adapted for the purpose of inflicting death, serious physical injury, or substantial property damage, any device designed or adapted for the delivering or shooting of such item, any instrument that consists of finger rings or guards made of a hard substance that is designed or adapted for the purpose of inflicting serious physical injury or death by striking a person with a fist enclosed in the knuckles, any bow, crossbow, pellet gun, slingshot or other weapon that is not a firearm, which is capable of expelling a projectile that could inflict serious physical injury or death or any dagger, dirk, stiletto, or bladed hand instrument that is readily capable of inflicting serious physical injury or death by cutting or stabbing a person.

For purposes of this policy the term "weapon" does not include any ordinary pocketknife with a blade no more than four inches in length.

Company Premises and Company Sponsored Events

The Company prohibits the possession, use, transporting, display, or brandishing of any weapon by any Company employee, including those with a concealed carry permit, either while on any premises in which the Company has any form of property interest or at any Company sponsored event.

Company Business

The Company prohibits employees, including those with concealed carry permits, from possessing, using, transporting, displaying or brandishing any weapon while on Company business.

Personal Vehicles

No employee shall possess firearms, explosives or any weapon on Company property or work time. A properly licensed weapon can be kept in the employee's vehicle, but the weapon must have the appropriate trigger lock and cased. Further, the vehicle must be locked, and the case shall not be visible from outside of the vehicle.

Posted Areas

Company employees are prohibited from possessing, using, transporting, displaying or brandishing any weapon in an area that has been posted as off limits to concealed firearms while on any Company premises in which the Company has any form of ownership interest or on Company business.

Reporting Obligation

Company employees are under an obligation to report any incident that may involve a violation of any portion of this policy by any individual. Any such reports should be made immediately to the employee's supervisor or any other member of management.

Appropriate disciplinary action, up to and including, termination will be taken against any Company employee who violates this policy or fails to report such a violation by any individual.

Enforcement

Any individual who violates the Company's weapons prohibitions will be asked to leave the Company premises.

If an individual refuses to leave the Company's premises the Company will call law enforcement for assistance in removing that individual.

In addition to being asked to leave the premises, appropriate disciplinary action, up to, and including termination, will be taken against any Company employee who violates this policy.

Exceptions

The only exceptions to this policy are those law enforcement and other officers described and authorized in sections 16-2.5-101 & 16-2.5-105 C.R.S.

7.6 Electronic Communication

7.6.1 Company Property

The Company's communication systems, including, but not limited to, host computers, file servers, application servers, communication servers, mail servers, fax servers, Web servers, workstations, stand-alone computers, peripherals, laptops, PDAs, printers, telephones, cell phones, cameras, two-way radios/CB's and walkie talkies, software, data files, voicemail, and all internal and external computer and communication networks (e.g. Internet, commercial online services, value-added networks, e-mail systems, text messaging, instant messaging), whether leased, owned, licensed, or operated by the Company, or that may be accessed directly or indirectly through Company equipment are the property of the Company, as are all communications and information transmitted, received, or stored through or in those systems. All computer disks, computer drives, computer software programs, computer records, and computer files and documents provided to you or created by you during your employment with the Company are the exclusive property of the Company.

7.6.2 Expectation of Privacy

The use of the Company's communication systems is available to you to assist you in performing your job. Your use of these systems is not private, notwithstanding that you may have a mailbox and a personal password, identifying code, or personal identification number. Accordingly, you should not have an expectation of privacy in anything you create, store, send, or receive on or through the Company's communication systems. The Company's communication systems are to be used only by authorized individuals.

7.6.3 Appropriate and Inappropriate Communications

The Company recognizes that on occasion, you will utilize the Company's communication systems for personal use. However, all such use shall be reasonable, limited to matters of significance, and shall not interfere with your regular employment duties. You are not to use the Company's communication systems for personal projects or outside work that is not related to Company business without the advance express consent of your immediate supervisor. All communications over the Company's communication systems must be consistent with conventional standards of ethical and proper conduct, behavior and manners and are not to be used to communicate, create, forward or display any offensive, disruptive or illegal messages, including photographs, graphics and audio materials. The following are examples of unacceptable communications or use of the Company's communication systems:

- Material that is fraudulent, harassing, sexually explicit, profane, obscene, bullying or maliciously false, in furtherance of any illegal activity including gambling or otherwise unlawful or inappropriate may not be sent or created on, displayed on, or stored in the Company's

communication systems. Users encountering or receiving this kind of material should immediately report the incident to their supervisor.

- Without prior written permission from the Company's Management (or designees), reproduction, dissemination, or storage of commercial or personal advertisements, solicitations, promotions, destructive programs (i.e., viruses or self-replicating code), or political material, or for any other unlawful, prohibited, or unauthorized use, including, but not limited to, any use that violates any other Company policy.
- You may not deliberately perform acts that waste any part of the Company's communication systems or unfairly monopolize any of the Company's communication systems to the exclusion of others. These acts include, but are not limited to, excessively using the Company's e-mail system or instant messaging for other than business-related communications, downloading and using instant messaging where such programs have not been provided by the Company and without the Company's authorization, sending multiple pictures using the Company's e-mail system (unless specifically authorized to do so and business-related), sending mass mailings or chain letters, spending excessive amounts of time on the Internet, playing games, engaging in online chat groups, printing multiple copies of large documents, undertaking excessively large OCR scanning projects, or otherwise creating unnecessary network traffic.
- Without prior written authorization from the Systems Administrator (or his/her designee), you may not do any of the following: (1) copy software for use on personal or home computers or other PDA's; (2) provide copies of software to any independent contractors or clients of the Company or to any other third party; (3) install software on any of the Company's workstations, servers or devices; (4) download any software from the Internet or other online service to any of the Company's workstations, servers or devices; (5) modify, revise, transform, recast, or adapt any software; or (6) reverse-engineer, disassemble, or decompile any software. Any software or applications intended for use on any of the Company's communication systems must be installed and tested by the Systems Administrator prior to its use. If you become aware of any misuse of software or applications or violation of copyright laws, you should immediately report the incident to your supervisor.
- Sending, transmitting, or otherwise disseminating proprietary data, trade secrets, or any other such confidential non-public information of the Company, Company clients, or other persons and entities with whom the Company does business is strictly prohibited unless expressly authorized by the Company's Management (or designee) or other owner of such information. Unauthorized dissemination of this information may result in substantial civil liability as well as criminal penalties and disciplinary action up to and including termination.
- Transmitting any communication that hides or misrepresents the identity of the sender.

The Company's policies against discrimination, harassment and retaliation and the Company's solicitation and distribution policies apply to the use of the Company's communication systems.

7.6.4 Messages

You are responsible for the content of all text, audio, or images that you place or transmit via the Company's communication systems. Any messages that you place or transmit in the Company's e-mail, instant messaging and voice mail systems must contain your name and should be drafted with the same care that you would take with any written documentation.

All messages placed in the Company's e-mail, instant messaging and voice mail systems containing proprietary and non-public information constitute and remain the sole property of the Company (even when an employee leaves the Company) and shall not be disclosed to any other person other than on a Company business-related need-to-know basis only.

7.6.5 Use of E-Mail or Instant Messaging (if authorized)

Always exercise caution to ensure that the address you use is absolutely correct for the intended recipient. Always exercise good judgment and common sense when creating and distributing messages for internal and external files.

Keep in mind that "deleting" or otherwise removing a message from a file does not mean that it has been erased from the Company's data processing system. Backup copies of all documents, including e-mail and instant messaging correspondence, may be retained by the Company.

Assume that all e-mails and/or instant messages you send will be printed and saved by the recipient, just as any other form of correspondence would be. Similarly, if the e-mail communication (both those you send and those you receive) would have been put in a Company file if it were a hard copy, you should print the e-mail communication and file it in the same manner.

If you are sending a confidential message, mark it as such in a manner reasonably calculated to alert the recipient of its confidential nature. If it is important that only the intended recipient views the message, be sure you know who has access to his/her e-mail box before sending it. If you are using encryption or other means of security, be sure the recipient has the ability to open the message.

If you receive an e-mail from someone you don't know, contact the Systems Administrator before you open it. There is always the risk that the e-mail may contain a virus that could disrupt the Company's e-mail system. Also, the Systems Administrator can block receipt of future e-mails from that sender.

7.6.6 Protection of Confidential Information and Copyrighted Information

You should not consider electronic communications to be private. Confidential information should be transmitted in other ways.

All software must have proper vendor authorization for use. All license conditions must be met. Copyrighted materials not belonging to the Company are not to be transmitted via the Company communications systems, copied, modified, or forwarded, without the permission of the copyright holder.

7.6.7 Security

You must provide the Systems Administrator with your current password, identifying code, or personal identification number. Do not disclose your password, identifying code or personal identification number to anyone other than the Systems Administrator. Do not use unauthorized codes, passwords, or other means to gain access to any component of the Company communications systems.

The use of a password to gain access to the Company's communication systems or to encode particular files or messages does not imply that you have an expectation of privacy regarding the material created, received on or through, or stored on the Company's communication systems. The Company has administrative access to all material stored on its communications systems, regardless of whether that

material has been encoded with a particular user's password or otherwise protected by special entry code or procedure.

To prevent computer viruses from being transmitted through the Company's internet and e-mail systems, do not download any software without authorization. All downloaded software and software loaded from a disk or drive must be authorized by the Systems Administrator. Applications installed on the Company's computers must be installed by the Systems Administrator and must be business related. You should understand that your home computer and/or laptop might contain viruses. All disks, drives or files transferred from these computers to the Company's network MUST be scanned for viruses. All users are required to verify their virus definitions are up to date and should perform periodic virus scans. Any suspected viruses, adware or scams should be reported to the Systems Administrator immediately.

Do not leave computer disks, tapes or drives lying around on your desk or elsewhere. Backup disks and/or drives are to be given to the Systems Administrator.

You may not alter or copy a file belonging to another user without first obtaining permission from the owner of the file. The ability to read, alter, or copy a file belonging to another user does not imply permission to read, alter, or copy that file. You may not use the Company's communication systems to "snoop" or pry into the affairs of other users by unnecessarily reviewing their files and messages.

Your ability to connect to the Company's communication systems, whether through the network, by a modem, or by other method, does not imply a right to connect to or use the Company's communication systems unless specifically authorized by the Systems Administrator.

You may access the Company's communication systems from outside the Company through the Internet only through software and/or hardware approved by the Company. At all times, you should be mindful of the dangers associated with sending information across the Internet. You must use caution in all instances of doing so and must request access to appropriate encryption and/or sender authentication software from the Company's Systems Administrator if the information being transmitted requires special handling or treatment.

You are responsible for ensuring that the use of computers and networks external to the Company's network, such as the Internet, does not compromise the security of the Company's communication systems. This duty includes taking reasonable precautions to prevent and protect against guests and intruders from accessing the Company's communication systems without authorization and to prevent introduction and spread of viruses. If you or a Company guest or other visitor requires access to the Internet (a) while on Company premises or (b) at any location through the Company network, in either case using equipment or applications not provided by the Company, permission first must be obtained from the Company's Systems Administrator.

To protect the security of the Company's communication systems and Company information, you are required to log out of the network whenever you leave your computer unattended for any extended period of time, e.g. when leaving the office for a meeting or at the end of the workday.

7.6.8 Criminal Conduct Prohibited

It may be a crime to do any of the following. Accordingly, you are prohibited from engaging in any of the following conduct:

- Modifying or destroying data or programs or supporting documentation residing or existing internal or external to a computer, computer system, or computer network, without authorization.
- Disclosing or taking data, programs, or supporting documentation, residing or existing internal or external to a computer, computer system, or computer network, without authorization.
- Disclosing or taking a password, identifying code, personal identification number, or other confidential information about a computer system or network that is intended to or controls access to the computer system or network, without authorization.
- Accessing a computer, a computer system, or a computer network, and intentionally examining information about another person, without authorization.
- Receiving, retaining, using, or disclosing any data that you know or believe was obtained as a result of any of the above-described conduct, without authorization.
- Modifying, destroying, damaging, or taking equipment or data storage devices used or intended to be used in a computer, computer system, or computer network, without authorization.
- Modifying, destroying, damaging, or taking any computer, computer system, or computer network, without authorization.
- Accessing or causing to be accessed any computer, computer system or computer network, without authorization.

7.6.9 Encryption Software

You may not install or use encryption software on any of the Company's communication systems without first obtaining written permission from the Company's Management (or designee). You may not use passwords or encryption keys that are unknown to the Company's Systems Administrator.

The federal government has imposed restrictions on the export of programs and files containing encryption technology (such as e-mail programs that permit encryption of messages and electronic commerce software that encodes transactions). Software containing encryption technology is not to be placed on the Internet or transmitted in any way outside the United States without prior written authorization from the Company's Management (or designee).

7.6.10 Monitoring

All communications transmitted via the Company communication systems, or placed into their storage, including passwords and security-code protected messages, are subject to access, review, and audit by Company management. The Company may also review and record computer log-on times, user identification, and files accessed. The Company may access its records regarding employee use of telephone calls, and e-mail and internet communications, as well as usage patterns. The Company reserves the right to disclose all communications sent or received over its communication systems for any lawfully permitted purpose.

7.6.11 Consent

By using the Company's communication systems, you consent to and agree to follow this policy, and you expressly waive any right of privacy in and consent to the Company's lawful right to access, review, audit and disclose anything transmitted from, received into, or stored in those systems, including, but not limited to, telephone, voice mail and e-mail communications, and internet access. You understand that the Company may use human or automated means to review employee use of its communication systems, including, but not limited to, reviewing sites visited by you on the Internet, reviewing voicemail

records, reviewing instant messaging records, chat groups and newsgroups records, reviewing materials downloaded or uploaded by you and reviewing e-mail records. Violation of this Policy may result in disciplinary action, including termination of employment, civil liability, and criminal prosecution.

7.7 Telephone Recording and Monitoring

The Company routinely monitors and/or records phone lines and/or instruments for the Company's protection and/or training purposes. Therefore, it is highly likely that any personal or business calls will be recorded and monitored. Telephone lines may be recorded at any time and, by using the Company's phones, employees consent to such recordings. Employees should be aware that their telephone conversations may be monitored in real-time.

7.8 Cellular Telephone Use

The Company prohibits the use of personal cellular phones while on the phone with, or on hold for, a customer. Cell phone use includes text messaging, personal calls, apps, games, or any other use of the cell phone. While taking a personal call, employees are expected to be clocked out and off the immediate floor. Do not use conference or listening rooms for personal calls. If a family member or someone else needs to contact you during scheduled working hours, please have them leave a message on your phone and you may return the call during a break or after hours.

Supervisory personnel will be permitted to use cellular phones within reasonable limits.

The Company recognizes that some cell phones have the capability to take photographs or video recordings. Because this capability could allow for theft of trade secrets or expose confidential information, employees are prohibited from taking photographs or video recordings anywhere on Company grounds or project sites, unless authorized to do so.

7.9 Audio or Video Recording

Due to the potential for issues such as invasion of privacy (employee and customer), sexual or other harassment (as defined by our Harassment and Discrimination policies), protection of proprietary, non-public trade secrets and business information, unless expressly authorized to do so as part of your official job duties (e.g. for regulatory purposes or to monitor quality), you are prohibited from audio or video-recording any employees by telephone, computer, tablet and other devices or in person without their knowledge or while on working time or in working areas. An exception to this rule is if the employee is engaging in protected activity involving health, safety and/or working condition concerns and other protected concerted activities.

7.10 Blogging and Social Media Policy

The Company understands that social media can be a fun and rewarding way to share your life and opinions with family, friends and co-workers around the world. However, use of social media also presents certain risks and carries with it certain responsibilities. To assist you in making responsible decisions about your use of social media, the Company has a policy on blogging and social media. This policy applies to all employees who work for the Company.

7.10.1 Guidelines

In the rapidly expanding world of electronic communication, social media can mean many things. Social media includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal website,

social networking or affinity website, web bulletin board or a chat room, whether or not associated or affiliated with the Company, as well as any other form of electronic communication.

The same principles and guidelines found in the Company's policies and three (3) basic beliefs apply to your activities online. Ultimately, you are solely responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved. Keep in mind that any of your conduct that adversely affects your job performance, the performance of fellow employees or otherwise adversely affects employee, clients, stakeholders, vendors, suppliers, people who work on behalf of the Company or the Company's legitimate business interests may result in disciplinary action up to and including termination.

7.10.2 Know and Follow the Rules

Carefully read these guidelines, the Business Ethics and Conduct, Confidential Information, Non-Competition and Non-Solicitation Policy, Internet and Electronic Communications Policies, and the Harassment Policy, and ensure your postings are consistent with these policies. Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

7.10.3 Be Respectful

Always be fair and courteous to fellow employees, clients, stakeholders, vendors and suppliers or people who work on behalf of the Company. Also, keep in mind that you are more likely to resolve work related complaints by speaking directly with your co-workers or by utilizing our Open Door Policy than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that disparage clients, stakeholders, employees, vendors or suppliers, or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, color, religion, sex, national origin, age, disability, genetic information, or any other characteristic protected by law or Company policy.

7.10.4 Be Honest and Accurate

Make sure you are always honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Be open about any previous posts you have altered. Remember that the Internet archives almost everything; therefore, even deleted postings can be searched. Never post any information or rumors that you know to be false about the Company, fellow employees, clients, vendors or suppliers, and people working on behalf of the Company or competitors.

7.10.5 Post Only Appropriate and Respectful Content

Maintain the confidentiality of the Company's trade secrets and other non-public confidential information. Trade secrets may include information regarding the development of systems, processes, products, know-how and technology. Do not post internal reports, policies, procedures or other internal non-public proprietary business-related confidential communications.

Respect financial disclosure laws. It is illegal to communicate or give a "tip" on inside information to others so that they may buy or sell stocks or securities. Such online conduct may also violate financial regulatory laws.

Do not create a link from your blog, website or other social networking site to a Company website without identifying yourself as a Company employee.

Express only your personal opinions. Never represent yourself as a spokesperson for the Company. If the Company is a subject of the content you are creating, be clear and open about the fact that you are an employee and make it clear that your views do not represent those of the Company, fellow employees, clients, stakeholders, vendors or suppliers or people working on behalf of the Company. If you do publish a blog or post online related to the work you do or subjects associated with the Company, make it clear that you are not speaking on behalf of the Company. It is best to include a disclaimer such as “The postings on this site are my own and do not necessarily reflect the views of my employer.”

7.10.6 Using Social Media at Work

Refrain from using social media while on a phone call or on equipment we provide, unless it is work-related as authorized by your supervisor. Do not use Company e-mail addresses to register on social networks, blogs or other online tools utilized for personal use.

7.10.7 Retaliation is Prohibited

The Company prohibits taking negative action against any individual for reporting a possible deviation from this policy or for cooperating in an investigation. Any employee who retaliates against another individual for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

7.10.8 Media Contacts

Employees should not speak to the media on American Auto Shield’s behalf without contacting Legal Affairs. All media inquiries should be directed to legalaaffairs@americanautoshield.com.

If you have questions or need further guidance, please ask a member of management.

American Auto Shield Company Handbook Acknowledgment

This Employee Handbook is an important document intended to help you become acquainted with American Auto Shield. This document is intended to provide guidelines and general descriptions only; it is not the final word in all cases. Individual circumstances may call for individual attention.

Because American Auto Shield's operations are constantly growing and changing, the contents of this handbook may be changed at any time, with or without notice, in an individual case or generally, at the sole discretion of management.

Please read the following statements and sign below to indicate your receipt and acknowledgment of this Employee Handbook.

I have received and read a copy of American Auto Shield's Employee Handbook. I recognize the policies in the Handbook apply to me.

I understand that it is my responsibility to comply with the policies and procedures contained in this Handbook and any revisions made to it.

I understand that the policies, rules and benefits described in it are subject to change at the sole discretion of American Auto Shield at any time.

I understand that my employment is terminable at will, either by myself or American Auto Shield, with or without cause or notice, regardless of the length of my employment or the granting of benefits of any kind.

I understand that no representative of American Auto Shield, other than Upper Management, may alter "at-will" status and any such modification must be in a signed writing.

I understand that this Handbook is for informational purposes and is not an employment contract or legal document.

I understand that my signature below indicates that I have read and understand the above statements and that I have received a copy of the American Auto Shield's Employee Handbook.

Employee's Printed Name: _____ Position: _____

Employee's Signature: _____ Date: _____

The signed original copy of this acknowledgment should be given to management. It will be filed in your personnel file.

American Auto Shield Drug and Alcohol Policy Acknowledgement

I have read and received a copy of the American Auto Shield's Drug and Alcohol Policy contained in this Handbook and am aware of its terms and conditions.

I hereby consent to the taking of a drug and/or alcohol test pursuant to American Auto Shield's Drug and Alcohol Policy as stated in the Employee Handbook. I agree and understand that the results of any drug or alcohol test will be made available to the Company pursuant to that policy.

I fully release American Auto Shield, and its subsidiaries, employees and agents from any liability or claims arising from the test or its results. I understand that good faith efforts will be made to keep the results of any test confidential, consistent with the policy.

I understand that a positive test result for either alcohol or drugs or of an adulterated or diluted sample as reported by the testing laboratory, shall result in my termination.

Employee's Printed Name: _____ Position: _____

Employee's Signature: _____ Date: _____

The signed original copy of this acknowledgment should be given to management. It will be filed in your personnel file.

***American Auto Shield Consensual Relationship Policy
Acknowledgment***

I have read and received a copy of the American Auto Shield's Consensual Relationships Policy contained in this Handbook and am aware of its terms and conditions.

I understand that supervisors are prohibited from dating or having any personal relationships with an employee in their direct reporting chain.

I understand that if the Company determines in its sole discretion that a personal relationship between two (2) employees is disruptive to the working environment, it will attempt to reassign the individuals and if reassignment is impracticable, may discuss one individual leaving the employment of the Company.

Employee's Printed Name: _____ Position: _____

Employee's Signature: _____ Date: _____

The signed original copy of this acknowledgment should be given to management. It will be filed in your personnel file.