

FEAST AMERICAN DINERS, LLC

EMPLOYEE HANDBOOK

Effective January 1, 2023

***This Handbook supersedes all previous employee handbooks,
and all previous handbooks are hereby revoked.***

TABLE OF CONTENTS

	<u>Page</u>
I. HANDBOOK INTRODUCTION	1
II. LETTER OF WELCOME	2
III. AT-WILL EMPLOYMENT RELATIONSHIP	4
IV. MODIFICATION AND LEGAL COMPLIANCE	4
V. OPEN DOOR POLICY	4
VI. EMPLOYMENT CLASSIFICATIONS	5
A. Managers and Senior Management	5
B. Operating Oversight.....	5
C. Classifications Relating to Pay.....	5
D. Classifications Relating to Benefits	6
VII. RECRUITMENT AND SELECTION	6
A. Equal Employment Opportunity	6
B. Disability and Reasonable Accommodation Policy	7
C. Career Information	7
VIII. HOURS OF WORK AND PAYROLL PRACTICES	8
A. Pay Periods and Paydays.....	8
B. Overtime	8
C. Rest Breaks and Meal Periods	9
D. Time Records.....	9
E. Business Hours and Work Schedules	10
F. Attendance.....	11
G. Work Assignments	11
H. Resignation.....	11
IX. STANDARDS OF CONDUCT AND EMPLOYEE PERFORMANCE	12
A. Anti-Harassment /Discrimination/Retaliation	12
B. Complaint Procedure.....	13
C. Performance Evaluations	15
D. Disciplinary Procedures, Generally	15
E. Personnel Information and Records Access	15
F. Dress. Hair-Restraint and Hygiene Standards.....	15

X.	SAFE WORKPLACE POLICIES	17
A.	Reporting.....	17
B.	Cameras	17
C.	Specific Safety Procedures.....	18
D.	Cash Handling and Cashless Payment Systems	18
E.	Drugs and Alcohol Use	19
F.	Weapons	20
G.	Threats	21
H.	Responding to Potential Violence.....	21
I.	Protesters and Picketers	21
XI.	EMPLOYEE BENEFITS AND POLICIES	22
A.	Employee Food and Beverage Discounts and Policies for Employees.	22
B.	Holidays.....	23
C.	Vacation Policy.....	23
D.	Paid Sick Leave	23
E.	Health Insurance	23
XII.	GENERAL POLICY AND PROCEDURES	24
A.	Confidentiality.....	24
B.	Use and Return of Company Property.....	24
C.	Cell Phone, Computer and Telephone Use.....	24
D.	Driving on Company Business.....	25
E.	Use of Company-Provided Locker/Facility Searches	25
F.	Personal Property in the Workplace.....	26
G.	Outside Employment	26
H.	No Smoking	26
I.	Solicitations, Collections, Petitions.....	26
J.	Reimbursement and Purchasing.....	27
K.	General Employee Conduct	27
XIII.	ELECTRONIC COMMUNICATIONS SYSTEM	28
A.	Generally.....	28
B.	Electronic Communication.....	28
C.	Recording Devices	29
D.	Employee Privacy	29
E.	Social Media	29
XIV.	PERSONAL RELATIONSHIPS BETWEEN EMPLOYEES	32
A.	Employment of Relatives	32
B.	Non-Fraternization.....	32

XV.	EMPLOYEE LEAVES AND ACCOMMODATIONS	33
A.	Leaves of Absence, Generally	33
B.	FMLA	34
C.	Unpaid Leave of Absence.....	37
D.	Workers' Compensation Leave	39
E.	Additional Leave Information	39
XVI.	ACKNOWLEDGMENT OF RECEIPT OF EMPLOYEE HANDBOOK	40
Attachments:		
	Arizona State Addendum	41
	New York State Addendum	45

I. Handbook Introduction

This is the Employee Handbook (“Handbook”) of **Feast American Diners, LLC** (“the Company”). It summarizes the personnel policies and benefits of the Company and addresses many of its rules about employment. This Handbook applies to all employees. Any violation of the policies and/or procedures described in this Handbook may result in disciplinary action, up to and including termination.

Although this Handbook contains some of the Company’s most important policies, you will learn about additional Company policies and procedures during training and throughout your employment with the Company. Failure to following those policies may also result in discipline or termination.

This Handbook supersedes all previous employment handbooks and employment policies, whether they are written, oral, express, or implied. The Company reserves the right to modify, delete, or add to the provisions of this Handbook at any time in its sole and absolute discretion. The Company will notify you of any significant changes that may affect you.

Every employee is an individual, and no general policy can, or should, determine what must happen in every situation. Therefore, the Company reserves the right to deviate from policies or procedures in this Handbook, if it feels a special situation warrants it.

The Company will interpret and administer all policies and procedures in accordance with all applicable federal, state, and local laws, even if that law conflicts with policy or provision of this Handbook. If a state in which an employee works adopts broader provisions than those described in this Handbook, the broader provisions will apply. Employees working in certain states will also receive a “State Addendum” to this Handbook describing the specific policies or legal requirements applicable in those states.

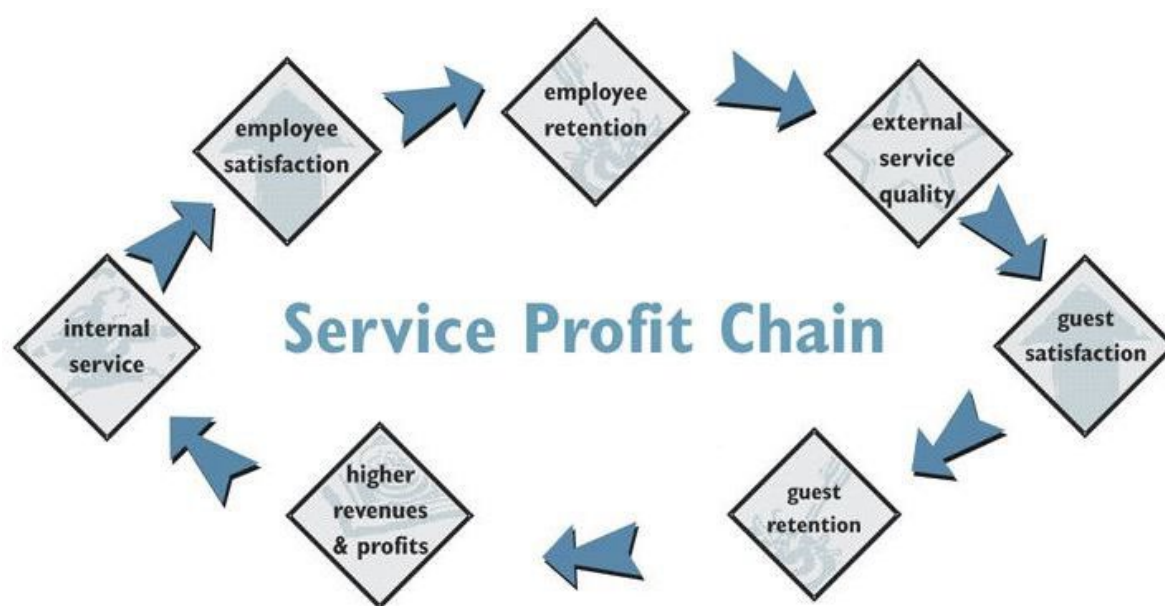
Nothing in this Handbook should be interpreted as limiting an employee’s right to engage in activity protected under applicable law, including but not limited to, Section 7 of the National Labor Relations Act.

II. *Letter of Welcome*

Welcome to **Feast American Diners, LLC**, the proud owner of **Denny's** franchised restaurants. We look forward to working with you and want you to know that we recognize our employees as one of our most valuable resources. Our continued success in providing the highest quality food, beverages, and service to our guests depends on having quality people like you and your fellow employees. Your enthusiasm and drive will make your restaurant a great place to work.

Our Company believes that the "Service-Profit Chain" helps us all succeed.

THE SERVICE-PROFIT CHAIN



As you can see, it all starts with you!

Please take some time to review this Handbook, which contains important information about our policies, what we have to offer you, as well as our expectations of you as an employee. Of course, no one book can contain all the information you will need, so you should feel free to ask your Manager any questions you may have.

Again, welcome to **Feast America Diners, LLC**. We hope you'll have a long and rewarding career with us.

Sincerely,

Ben Eramya

Founder



HOW WE DO IT



We consistently serve tasty, craveable and visually appealing food.



We delight Guests by creating memorable and personalized experiences.



We plan and execute efficiently to deliver on the Guest's desired pace and experience with uncompromised quality.



We commit to providing a clean and inviting environment for our Guests.



We train, coach and develop our restaurant teams, empowering them to succeed.



We understand our mission and goals, delivering results that exceed expectations.

III. *At-Will Employment Relationship*

This Handbook is not, and should not be interpreted as a contract, promise or guarantee of future or continued employment or as stating all provisions and terms of employment. Employment with the Company is “at-will.” This means employment with the Company is not for any specified period and may be terminated by you or the Company at any time, with or without cause or advance notice. Similarly, the Company reserves the right to change any aspect of your position with the Company, in its sole discretion, with or without cause or advance notice, through actions such as demotion, promotion, transfer, change in reporting relationships, change or reduction in hours, reclassification or reassignment. In addition, the Company reserves the right to exercise its managerial discretion in imposing any form of discipline it deems appropriate. No one other than the Founder of the Company has the authority to enter into an agreement contrary to this statement. To be valid, such agreement must be specific, in writing, and signed the Founder of the Company.

IV. *Modification and Legal Compliance*

Except as otherwise required by law and except with respect to employment at-will, the Company reserves the right to change or make exceptions to this Handbook and its employment-related policies, procedures and benefits, at any time without notice. Although some of the Company’s contractual employee benefit plans are discussed in this booklet, all of the rights and benefits under those plans are governed by applicable plan documents, which are available in the Company’s administrative offices.

This Employee Handbook is intended to comply with all applicable federal, state and local laws. All policies and provisions in this Employee Handbook must be interpreted and administered in accordance with those laws. If any policy or provision conflicts with any law, the law will control.

The policies and benefits described in this Handbook may vary from state to state to conform to state law. If applicable, please refer to the State Addendum to this Handbook, for the state in which you are employed.

V. *Open Door Policy*

The Company attempts to promote a working atmosphere in which employees can feel free to talk with any member of management. If you have a question, suggestion or concern, we encourage you to talk with your direct supervisor first. But, if you would feel more comfortable talking with someone else, you should also feel free to contact any of the people whose names are posted by the bulletin board where you work. If for some reason the posting is missing, please feel free to contact the Human Resources Department at the Company’s main office. Please note that certain complaints (especially those relating to harassment, discrimination, or retaliation) should be made by following our formal Complaint Procedure. The procedure is discussed later in this Handbook.

VI. *Employment Classifications*

The following terms are used to describe employees and their status:

A. Managers and Senior Management

If you are employed to work in a restaurant, the term “Manager” means the General Manager for the restaurant in which you work. If you are employed to work outside of the restaurant, the term “Manager” means your direct supervisor. The term “Management” means employees holding the title of General Manager or above. The terms “Senior Manager” or “Senior Management” mean a District Manager, Director of Operations, Vice President of Operations or Designated Operator.

Contact Information for Managers, Senior Management and Human Resources can be found on the Management Contact List which is posted on or near the bulletin board.

B. Operating Oversight

“Restaurant Managers” and “Persons in Charge” are employees who have taken special training to learn how to ensure the smooth operation of the restaurant when the Manager is not present. If the Manager has designated a Restaurant Manager or Person in Charge to be responsible for a shift, that person is sometimes called the Person in Charge or “PIC.” Restaurant Managers are not considered managers, even when they are in the role of PIC. They do not have hiring, firing, or scheduling authority, and their role is limited to ensuring the restaurant runs smoothly during that shift.

In this Handbook, Restaurant Managers and Persons in Charge (PICs) are also sometimes called “Supervisors.”

C. Classifications Relating to Pay

Exempt Employees: Exempt status is determined by federal and state law. In general, exempt employees are those engaged in executive, managerial, high-level administrative and professional jobs who are paid a qualifying fixed salary and perform certain duties. In addition, certain commissioned sales employees and highly paid computer professionals are exempt. Exempt employees are not subject to the minimum-wage and overtime laws.

Nonexempt Employees: All employees who are not exempt employees are considered “non exempt” and are covered by the federal or state minimum-wage and overtime laws. Employees working in nonexempt jobs are entitled to be paid at least the applicable minimum wage per hour and a premium for overtime.

D. Classifications Relating to Benefits

Regular Full-Time: Employees regularly scheduled to work 30 or more hours per week are eligible for all Company benefits subject to the terms and conditions of the benefit plan or policy. (Being classified as a “regular full time” employee does not guarantee an employee 30 hours of work per week.)

Regular Part-Time: Employees regularly scheduled to work less than 30 hours per week are not eligible for Company benefits except as expressly described in this Handbook or in the applicable State Addendum.

Temporary: Employees who are hired for a limited period or for a specific project employees may be scheduled to work full or part-time and are not eligible for benefits except as required by law.

You will be advised of your status at the time of hire and any change in your status. Regardless of your status, you are employed at-will and your employment relationship can be terminated by the Company or you at any time, with or without cause or advance notice.

VII. Recruitment and Selection

A. Equal Employment Opportunity

It is the policy of the Company to provide equal opportunity in employment regardless of race, color, religion, age, national origin (including accent), ancestry, citizenship status, mental or physical disability or medical condition, genetic information, pregnancy (including childbirth, lactation, and pregnancy-related medical conditions), sex, gender, including gender identity or expression, sexual identity, sexual orientation, marital status, military service or veteran status, or any other classification protected by applicable federal, state or local law. This commitment extends to all employment decisions, including, but not limited to, recruiting, hiring, placement, promotion, transfer, training, compensation, discipline and discharge, and to all terms, benefits, privileges and conditions of employment. Discrimination in violation of this policy is prohibited and will not be tolerated. Reasonable accommodation is available for qualified individuals with disabilities, upon request.

The Company expects all employees to act in accordance with our equal employment opportunity policy, and to take all steps necessary to maintain a workplace free from unlawful discrimination, harassment, and retaliation.

If you believe that a violation of this policy has occurred, please follow the Complaint Procedure described in this Handbook. The Company will investigate your complaint and take appropriate remedial action.

B. Disability and Reasonable Accommodation Policy

The Company is committed to complying with the Americans with Disabilities Act (ADA), as amended, and all applicable corresponding state and local laws. It is our policy to not discriminate against any qualified employee or applicant because of that individual's disability or perceived disability. In line with this policy of non-discrimination, the Company will provide reasonable accommodations to qualified applicants and employees with disabilities if it would allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship on the Company.

Individuals with a disability who believe they need a reasonable accommodation to perform the essential functions of their jobs are responsible for requesting a reasonable accommodation from the District Manager (if they work in a restaurant), anyone listed on the Management Contact List posted on or near the bulletin board at your workplace, or the Human Resources Department if no such list is posted. The Company encourages individuals with disabilities to come forward and request reasonable accommodations. Individuals should make such requests in writing and include relevant information such as a description of the accommodation being requested, the reason the accommodation is needed, and how the accommodation will help the employee perform the essential functions of his or her job. The Company does not seek, and individuals should not provide, any medical diagnoses or other confidential medical information in such correspondence. The Company makes determinations about reasonable accommodation on a case-by-case basis considering various factors based on an individualized assessment in each situation.

The Company expressly prohibits any form of discipline, reprisal, intimidation, or retaliation against any individual for requesting an accommodation in good faith.

If you believe that a violation of this policy has occurred, you should report it immediately by following the Company's Complaint Procedure. The Company will investigate your complaint and take appropriate remedial action.

C. Career Information

In addition to the initial training you will receive, and any on-the-job training, the Company offers many opportunities to grow and enjoy an exciting career in the restaurant industry. We seek to develop and promote employees from within the organization as much, and as often, as possible. Current employees and external candidates alike must meet the same high standards when seeking a position or promotion.

The Company offers a variety of advancement possibilities, including the potential opportunities outlined below:

- Team Members
- Person in Charge (PIC)
- Restaurant Manager
- General Manager

- District Manager
- Director of Operations
- Vice President of Operations

We hope you consider your employment with us as an opportunity to learn, grow, and build a fun and rewarding long-term career. Talk with your Manager about the potential for you to develop yourself within our Company.

This policy is not a guarantee of advancement, and the Company reserves the right to hire for any position outside of its current employees.

VIII. Hours of Work and Payroll Practices

A. Pay Periods and Paydays

Because the frequency of pay periods and paydays are different for Arizona and New York, please refer to the attached State Addendum for the payroll information for the state in which you work. You will be paid by check, direct deposit or pay card on the scheduled payday. If the regular payday falls on a Company holiday, you will be paid on the last business day before the holiday.

If you believe there is a problem or discrepancy with your pay, **report it immediately to your Manager**. The Manager will investigate the issue and take appropriate remedial action. If the issue is not resolved by your Manager, please use the Company's Complaint Procedure discussed later in this Handbook.

B. Overtime

Nonexempt employees may be required to work beyond their regularly scheduled workday if their Manager believes it is necessary or appropriate. The Company will attempt to provide reasonable advance notice, but that may not always be possible. Employees are expected to cooperate with such requests.

Nonexempt employees will be paid an overtime premium for all hours worked in excess of 40 per workweek, or as otherwise required by applicable local, state and federal laws. [See State Addendum.] Overtime calculations include only those hours actually worked. For purposes of calculating entitlement to overtime compensation, the "workday" means the 24-hour period beginning at 7:00 a.m. and ends on 6:59 a.m. the following day. The "workweek" means the 7-day period beginning at 7:00 am on Thursday and ending at 6:59 am the following Thursday.

Nonexempt employees may not work overtime without the prior approval of their Manager. Employees who do not comply with this policy may be subject to disciplinary action up to and including termination of employment.

Exempt employees may be required to work beyond their regularly scheduled workday, but they are not eligible for overtime pay.

C. Rest Breaks and Meal Periods

Some state laws require employees to be provided with rest breaks and/or meal periods. Employees will be provided with rest breaks and/or meal periods in accordance with, and to the extent required by, applicable law. Please see the appropriate State Addendum provided with this Handbook for more information about rest breaks and meal periods. Employees are responsible to take their meal and rest breaks at designated times consistent with their state policy. Employees who fail to comply with this policy may be subject to discipline up to and including termination. Employees who are unclear on this policy should speak with their Manager or Senior Management.

If you believe that a violation of this policy has occurred, you should report it immediately by following the Company's Complaint Procedure. The Company will investigate your complaint and take appropriate remedial action.

D. Time Records

Nonexempt Employees: Nonexempt employees are required to keep an accurate and complete record of their attendance and hours worked. Time records are official business records and may not be falsified in any way. Failure to comply with this policy may result in disciplinary action up to and including termination.

The following guidelines pertain to time records:

- All time worked must be accurately and completely recorded using the official timekeeping system. At the restaurant, the timekeeping system is part of the Point of Sale (POS) system. The start and end of the employee's workday as well as the start and end of the employee's meal period and any personal time off must be recorded.
- All time worked must be recorded. **"Off-the-clock" work is expressly prohibited.** If you are asked, expressly or impliedly, to work "off-the-clock" immediately report it using the Complaint Procedure.
- Employees may not record time for, or alter the time record of, other employees, nor may Managers record time for, or alter the time record of, any employee without that employee's written consent. If you believe anyone has altered your time records without your consent, immediately report it using the Complaint Procedure.
- Employees who forget to record their time or make a mistake in their time keeping entry must alert Management in writing that a correction needs to be made. Once the Manager makes the requested change, employees also must acknowledge the accuracy of the changes that were made in writing. Any and all changes to time records should be made as soon as possible after the mistake is discovered.

- You may be asked to sign a document verifying that your time records are accurate and/or that you have reviewed the amount of your pay for accuracy. If the document is not accurate, do not sign it. Instead, inform your Manager that the document needs to be corrected.
- The Company will not retaliate against any employee for making a complaint about salary deductions or for cooperating in the Company's investigation of such complaints.

Exempt Employees: Exempt employees need to report absences so that paid and unpaid time off can be properly recorded. Your Manager or Senior Management will advise you of the proper procedures for reporting your time. The Company will pay exempt employees their full salary for any week in which they perform any work, except in the following circumstances, if permitted by applicable state law:

- Absences for personal reasons other than sickness or disability of a day or more
- Absences of a day or more due to sickness or disability, if the deduction is made in accordance with a bona fide policy, plan, or program of providing compensation for salary loss due to sickness or disability
- Offsets for any amounts received as jury fees, witness fees, or military pay
- Penalties imposed for infractions of safety rules of major significance
- Disciplinary suspensions for infractions of workplace conduct rules
- Proration for the first or last week of employment
- Absences for leave under the Family and Medical Leave Act

If you believe you have been compensated incorrectly or have been improperly classified as exempt, you must report such concerns immediately to Human Resources or use the Complaint Procedure. Such concerns will be investigated and if merited, will be immediately corrected. The Company will not retaliate against any employee for raising a concern and expressly prohibit others from doing so.

E. Business Hours and Work Schedules

Business Hours: Some of the Company's restaurants may be open 24 hours per day, 7 days a week. Please speak with your Manager to be sure you understand the hours you may be required to work.

Variations in Work Schedules: Various factors, such as work-load, operational efficiency and staffing needs may require variations in your starting and quitting times, and the total hours worked each day of the week. You also may be required to work overtime or hours other than those normally scheduled when it is considered beneficial to the business. The Company will make changes to posted schedules only to the extent permitted by law, and only with appropriate

notice, if required by applicable law. Employees should consult the applicable State Addendum to this Handbook for more information.

Exchanging Work Schedules: Exchanging work schedules with other employees is discouraged. However, if you feel the need to exchange schedules, your Manager, may authorize an exchange, if possible. Work schedule changes will not be authorized for mere convenience or if the exchange will result in disruption or interference with normal operations or will result in additional overtime pay. This policy is subject to applicable state law; please consult the corresponding addendum to this Handbook.

F. Attendance

Punctuality and regular attendance are essential to the successful operation of the Company's business. If you are unable to report to work (or to report to work on time) for any reason, unless you are physically unable to, you must notify your Manager as soon as possible. This is so the Manager can arrange for a replacement. If your Manager is not available, you must leave a voicemail for the Manager. Messages left with other staff members are not acceptable. If you know your Manager is off work, you should notify the Senior Management.

Employees may not leave a work shift early or close a location early without the prior approval of Management. If you want to leave work early for any reason, you must obtain the approval of your Manager before leaving.

Violation of any of the attendance policies or frequent absenteeism or tardiness may subject you to disciplinary action, up to and including termination of employment.

G. Work Assignments

At times, Employees may be required to do types of work that are different from their normal assignments. We expect employees to cooperate with such requests unless there is a legal reason that the employee cannot or should not do that type of work, such as because of being a minor or because of a disability.

H. Resignation

Employees who choose to resign are asked to provide a written resignation notice to their immediate Manager listing the final day they plan to work. We ask that employees provide two weeks' notice of resignation, if possible. If an employee does not call in to the Manager before an absence and does not report for work for three (3) consecutive workdays, the Company will deem the Employee to have voluntarily resigned employment and will remove the employee from payroll.

IX. Standards of Conduct, Employee Performance, and Complaint Procedure

A. Anti-Harassment /Discrimination/Non-Retaliation

The Company is committed to creating a work environment in which all individuals are treated with dignity and respect and providing a work environment free of sexual or any other form of unlawful harassment, discrimination, or retaliation.

Harassment or unlawful discrimination against individuals on the basis of race, color, religion, age, national origin (including accent), ancestry, citizenship status, mental or physical disability or medical condition, genetic information, pregnancy (including childbirth, lactation, and pregnancy-related medical conditions), sex, gender, including gender identity or expression, sexual identity, sexual orientation, marital status, military service or veteran status, or any other classification protected by applicable federal, state or local law is illegal and prohibited by Company policy. Discrimination or harassment due to “race” may, in some states, also include physical characteristics that are historically associated with race, including but not limited to natural hair, hair texture, hair type, and protective hairstyles. Protective hairstyle means a hairstyle, hair color, or manner of wearing hair that includes, but is not limited to, braids regardless of whether the braids are created with extensions or styled with adornments, locs and twists. Unlawful harassment of or discrimination toward any employee, contract worker, customer, vendor, or anyone else who does business with the Company will not be tolerated.

Any employee or contract worker who violates this policy will be subject to disciplinary action, up to and including termination of employment or engagement. If a customer, vendor, or other person with whom the Company does business engages in unlawful harassment, discrimination, or retaliation, please inform your supervisor. The Company will take appropriate actions to remedy the situation.

Sexual Harassment

The Company prohibits all verbal, physical or visual conduct of a sexual nature between employees or at the workplace, particularly where:

- submission to such conduct is made, either explicitly or implicitly, a term or condition of an individual’s employment or engagement,
- submission to or rejection of such conduct by an individual is used as a basis for decisions concerning that individual’s employment or engagement, or
- it creates a hostile or offensive work environment.

Sexual harassment includes, but is not limited to, unwelcome sexual advances, requests for sexual favors and lewd, vulgar or obscene remarks, jokes, pictures, videos, posters or cartoons, and any unwelcome touching or other verbal or physical conduct of a sexual nature.

This list is not exhaustive. All forms of harassment are prohibited both in the workplace and at employer-sponsored events. Any violation of this policy will subject such employee to disciplinary action, up to and including termination.

Other Forms of Harassment and Discrimination

Other forms of unlawful harassment or discrimination are also strictly prohibited. Such unlawful harassment or discrimination may include racial epithets, slurs and derogatory remarks, stereotypes, jokes, pictures, videos, posters or cartoons based on a legally protected characteristic, such as those listed above and any other characteristic protected by applicable local, state, or federal laws. Unlawful discrimination may also include other negative actions or attitudes directed toward someone based on such a legally protected characteristic.

Harassment of employees are strictly prohibited, whether it is at the workplace, at an employer-related event or elsewhere. Prohibited harassment might occur during face-to-face interactions, through the use of the Company's electronic communications systems, through the use of an employee's personal electronic devices, or through other on-line conduct.

Any violation of this policy will subject such employee to disciplinary action, up to and including termination.

Please contact the Human Resources Department if you have any questions about this policy or if you would like more information about sexual or other harassment or discrimination.

Harassment, Discrimination, Retaliation – Reporting Requirement

If an employee sees anyone else (including other employees, vendors or guests) being harassed, bullied, unlawfully discriminated against or unlawfully retaliated against, the employee must promptly report that action using the Company's Complaint Procedure, discussed below.

B. Complaint Procedure

As stated elsewhere in this Handbook, the Company has an open-door policy. If our employees have general employment questions or concerns, we encourage them to first speak with their Manager, but they may speak with anyone whose name appears on the Management Contact List posted at their workplace, if needed. However, the following issues should be reported using this Complaint Procedure:

- Harassment by or against anyone employed by the Company or at the workplace or at a work event
- Discrimination by or against anyone employed by the Company or at the workplace or a work event. in or employed at the workplace
- Any serious health or safety concern
- Failure of the Company to provide a reasonable accommodation to anyone who is legally entitled to one

- Unauthorized changes to time records
- Inappropriate behavior by anyone in Management
- Retaliation for reporting an issue to Management
- Any other serious concern or violation of Company policy

If one of these issues arises, employees should use the procedure below:

Employees should review the appropriate section of the Handbook before filing an official complaint. For example, if an employee feels they been harassed, the employee should first review the Company's Harassment Policy.

Complaints should be submitted to

- Senior Management unless the complaint involves one of them, in which case the employee should submit it to the Human Resources Department.

Complaints should be submitted in writing, if possible. If an employee wants help writing the complaint, someone from Human Resources can help the employee.

The person who receives the complaint will notify Senior Management of the issue and will arrange for the complaint to be investigated.

During the investigation, the people involved may be separated, or the person against whom a complaint is filed, may be suspended from work while the investigation is taking place.

At the end of the investigation, if warranted, appropriate disciplinary action will be taken. The specific action will depend upon the severity of the issue, the frequency and pervasiveness of the issue, prior similar complaints, the quality of the evidence (e.g., first-hand knowledge, credibility of witnesses, and corroboration of facts, etc.).

If it cannot be determined whether a policy has been violated, the Company may take appropriate preventative measures.

Once a final decision is made, someone from Senior Management or Human Resources will contact the employee who made the complaint and inform them the matter has been addressed. The employee making the complaint may or may not be informed of the outcome due to privacy concerns or legal reasons. The person against whom a complaint was made-will be notified of the result of the investigation and any discipline.

Nothing in this Complaint Procedure prevents employees from pursuing legal remedies they may have.

Non-Retaliation

Employees are protected by law from retaliation for opposing or reporting unlawful harassment or discrimination or for otherwise participating in processes connected with an investigation, proceeding or hearing conducted by the Company or a government agency with respect to such complaints. Any employee who retaliates against another employee for engaging in any of these protected activities may be subject to discipline, up to and including termination.

C. Performance Evaluations

As part of our high-quality standards, we expect employees to perform their work reliably, diligently, and to be productive and cohesive team members. Performance, attitude, and aptitude will be evaluated on an ongoing basis by your Manager. In most instances, you will receive informal evaluations of your performance, as needed. You may receive a formal written performance review at times, at the Company's discretion. During any review, a Manager will normally discuss your strengths, identify any problem areas, and suggest ways in which you can improve your performance. Any written performance evaluation should be signed and dated by you and your Manager. You may provide a written response. The evaluation (and any response you provide) will be maintained in your personnel file. A good performance evaluation does not guarantee a pay raise, nor is it a promise of continued employment.

D. Disciplinary Procedures, Generally

Employees may also be subject to discipline for poor performance and violation of policies and procedures. The Company does not have a progressive discipline policy. Conduct in violation of Company policy may result in immediate termination of an Employee. The Company may, in its sole discretion, impose different forms of discipline depending on the nature and severity of the misconduct, in the sole and absolute discretion of the Company.

E. Personnel Information and Records Access

It is your responsibility to promptly notify the Company of any changes to your personal information including legal name, address, phone number, email address, emergency contacts, and any other relevant information, so we may update your employee personnel file.

Employees may access their wage statements and W-2s through an on-line system using the ISolved Payroll Self Service link at <https://pow.myisolved.com/>. If you have any difficulty seeing the wage statements, contact the Human Resources Department immediately. Employees will be granted access to and copies of personnel files to the extent required and in accordance with applicable state law.

F. Dress, Hair-Restraint and Hygiene Standards

The Company's employees should strive to present a clean, crisp, neat and professional appearance.

Required Uniform: Employees will be issued uniform shirts, hats, and name tags that must be worn while working. Employees' shirts must be clean, pressed, unaltered and tucked into pants at all times. (Chef/cook coats need not be tucked in.) Employees must wear their Company-issued name tags at all times, and their names must be printed legibly on the tag. All outerwear must have the Company logo. Employees who work in the kitchen must wear full aprons and cooks must wear hair nets or hats. Employees must also wear black closed toe non-slip shoes and black socks. Managers are expected to follow the franchisor's uniform policy.

Non-Uniform Clothing: Employees may wear solid black shirts under their uniform shirts, if desired. Employees' pants must be black and may not be jeans, stretch-style pants, leggings or parachute-style pants. Additionally, pants may not be torn, ripped, cut or have frayed hems. Pants that are baggy, extremely tight, or that touch the floor are not permitted. Pants must be sized to fit and rest on the waist. If an employee chooses to wear pants with belt loops, the employees must wear a solid black belt.

Jewelry, Piercings and Tattoos: No jewelry is allowed while working, with the exception of a plain band and one pair of plain small (stud-size) earrings without stones. No form of visible body piercing is permitted. Tattoos, drawings or other similar items on the skin must be covered while at work. All neckwear such as chains must be worn underneath the logo shirt for safety reasons.

Hair Restraints: Hair on the head must be clean, professional, entirely off the face, (including bangs) and not touching the shoulders. All hair, including sideburns, mustaches must be clean, kempt and properly restrained to ensure a safe and healthy work environment. Beards or goatees are allowed if neatly trimmed and in full compliance with local health regulations. Employees must wear either baseball caps or visors at all times and must fit securely on the head; hat brims must face forward. This policy is not intended to, nor does it, restrict wearing of hair in a manner that is historically associated with race, including natural hair, hair texture, hair type, and protective hairstyles, so long as it does not violate any public health rules or requirements. Protective hairstyle means a hairstyle, hair color, or manner of wearing hair that includes, but is not limited to, braids regardless of whether the braids are created with extensions or styled with adornments, locs and twists. Additionally, this policy is not intended to, nor does it, prohibit employees from wearing a hairstyle, other manner of wearing hair that are a reflections of an employee's religious customs. If this policy appears to conflict with your religious customs, please contact your restaurant Manager or any member of Senior Management to discuss an accommodation.

Gloves:

Your Manager will inform you if and when wearing gloves is mandatory.

Masks:

Because of the Covid 19 pandemic, based upon local rules and Company's concern for the health and safety of its employees and guests, the Company may require that health related face masks be worn during employee's working periods, subject to accommodations as required by law.

Personal Hygiene:

Employees are expected to maintain hygiene appropriate for our workplace to ensure a pleasant environment for other employees, guests and vendors. Employees must take proper steps to:

- Maintain personal cleanliness by bathing or washing regularly
- Ensure proper oral hygiene (precautions to avoid oral odors)
- Avoid body odor, i.e. by use of antiperspirant/deodorant, or alternative method
- Refrain from heavy use of shaving lotions, perfumes and fragrances
- Chewing gum and tobacco use is not allowed in the restaurant.
- Maintain clean and trimmed fingernails to allow for safe and sanitary handling of food products and to present an image consistent with cleanliness to our guests.
- Nail polish and artificial fingernails are not permitted.

Failure to comply with any of these policies may subject you to disciplinary action up to and including termination.

Religious Exceptions. If your religious beliefs or traditions conflict with any of these policies, please contact the Human Resources Department to discuss possible accommodations.

X. Safe Workplace Policies

Nothing is more important to the Company than the safety and security of its employees. It takes both individual and group effort to ensure our workplace is as safe as possible.

A. Reporting

You are expected to promptly report all unsafe working conditions, hazards, accidents, and injuries, regardless of how minor, to Management and/or Human Resources so any injured employee can be treated. In the event of a reported injury, as appropriate, a workers' compensation claim form will be provided or the claim processed.

Failure to follow safety rules or failure to immediately report workplace injuries or accidents may result in disciplinary action, up to and including termination of employment.

B. Cameras

The Company uses video equipment for training, security and safety monitoring. By accepting employment with our Company, each employee acknowledges the use of this video and recording equipment and that the Company has the sole right to the images captured by such

surveillance to be used by the Company as it sees fit. Each employee understands that he or she has no rights to these images or recordings without the prior written consent of the Company. The Company does not place video or recording devices in bathrooms, or other areas where Employees or third parties would expect a right to privacy.

C. Specific Safety Procedures

Every employee and the Company are responsible for providing a safe, secure environment for themselves, other employees, and for our guests. To assist with this effort, the Company has created certain policies and procedures, many of which are included in this Handbook and many of which will be explained to employees during training. Violation of any of the safety policies and procedures, whether in this Handbook or in any training materials, may result in disciplinary action, up to and including termination.

Please note these specific procedures:

- Other than in the event of an emergency, the back door cannot be opened for any reason after dark.
- The back door should only be opened to persons recognized as having legitimate business with the restaurant, such as food suppliers. If that cannot be determined, then the person should be directed to the front door (if the restaurant is open for walk-in business) or denied entry until proper identification is obtained (if the restaurant is not open for walk-in business).
- All front and side doors must remain locked during all non-business hours.
- No employee should ever leave the building in pursuit of a guest or another employee. If there is an emergency, employees should contact the authorities and not take matters into their own hands.

D. Cash Handling and Cashless Payment Systems

Cash Handling Procedures. Only the person assigned to, and logged onto, a register drawer is permitted to use it. Employees, including Management, are not permitted to work out of a drawer to which they are not assigned and logged-on, even for short periods of time. Employees must ask a PIC to lock their drawer when they step away from it, even for a brief period of time.

It is never acceptable for an employee to repay money lost during a shift, including money lost due to guests who walkout without paying.

Cash losses will be documented as a performance issue, as appropriate. Excessive or frequent losses may result in termination.

Cashless Payment Systems Security and Maintenance. All in-store cashless payment devices must always be maintained and in working order. If there is an issue with a cashless payment device, the problem must be brought to the attention of the restaurant and district manager, so that they can arrange for timely service of the device to resolve the issue.

During routine cleaning tasks around the front counter or drive thru areas, employees must check the cashless payment device for any signs of tampering or substitution. Employees must look at the device to ensure it is the same as the others in the restaurant and that there are no added parts, parts that appear to be out of place or a different color, or anything attached to the payment device (excluding the pedestal stand and single cable coming from the rear of the device), or damage to the casing of the device. If a device appears to be modified or tampered with, employees must notify the restaurant manager and district manager immediately, and the device should not be used to process any forms of cashless payment until cleared to do so again.

Verification is required for any third-party persons claiming to be repair or maintenance personnel, prior to granting them access to modify or troubleshoot devices. No devices should be installed, replaced or returned, without verification. Be aware of suspicious behavior around devices, such as attempts by unknown persons to unplug or open devices. Any suspicious behavior or indications of device tampering or substitution must be immediately reported to the restaurant manager and district manager, and the device should not be used to process any form of cashless payment until cleared to do so again.

If a payment device needs to be serviced or replaced, the only persons authorized are to do so are the district managers, IT management, director of operations, franchise operator, or a market assigned technician. (The Restaurant will have IT personal contact information readily available).

E. Drugs and Alcohol Use

The Company is committed to providing its employees with a safe and productive working environment. In keeping with this commitment, the Company maintains a strict policy against the use of alcohol, and the unlawful use of drugs, in the workplace.

Employees may not consume, use, possess, sell, attempt to sell, purchase or transfer alcohol, marijuana, or illegal drugs at any time while on the Company's premises or while using Company vehicles or equipment, or at any location during work time. Also, you may not report to work under the influence of illegal drugs, alcohol or marijuana. "Illegal drug" means any drug that is not legally obtainable under state or federal law or that is legally obtainable but has not been legally obtained. It includes prescription drugs not being used for prescribed purposes or by the person to whom it is prescribed or in prescribed amounts. It further includes any substance a person holds out to another as an illegal drug. Any violation of this policy will result in disciplinary action, up to and including immediate termination of employment.

This policy does not prohibit the possession and proper use of lawfully prescribed or over-the-counter drugs. However, an employee taking medication should consider the medication's effect on the employee's ability to work safely, and promptly disclose any related work restrictions to their supervisor. The Company reserves the right to transfer, reassign, place on leave of absence, or take other appropriate action regarding any employee during the time that employee uses medication that may affect their ability to perform their job or pose a safety risk. The Company will endeavor to accommodate individuals with disabilities and will comply with all applicable laws relating to disabled workers.

Employees are expected to cooperate with the Company's investigation of possible violations of this substance abuse policy. Refusal to cooperate with an investigation conducted under this policy may result in disciplinary action, up to and including termination of employment. As part of this cooperation, you must report to your Manager or the Human Resources Department, or other Senior Management personnel, any known or suspected violations of this policy.

If you feel you have developed an addiction to, dependence upon or problem with alcohol or drugs, legal or illegal, you are strongly encouraged to seek assistance before a violation of this policy occurs. Any employee who requests time off to participate in a rehabilitation program will be reasonably accommodated and an employee's decision to seek help will not be used as a basis for disciplinary action; an employee may not avoid disciplinary action, up to and including immediate termination, by entering a rehabilitation program after a violation of this policy is suspected or discovered. When, in the Company's sole and absolute discretion, the Company determines it is appropriate, an employee may be offered the option of participating in and satisfactorily completing a Company-approved drug and/or alcohol rehabilitation program in lieu of termination.

F. Weapons

Under this policy, "weapons" are any device capable of inflicting injury upon another person including, but not limited to, firearms, knives, clubs, bombs, etc.

The Company prohibits employees, any other representatives of the Company and vendors (except authorized security personnel) from possessing a weapon of any kind on any property owned, leased or used by the Company, except for knives used by an employee performing employee's job duties. This includes any parking lot or other common area used in conjunction with the Company's business operations, any property on which a Company-sponsored event is being held, or any location where employees are performing any services or attending any function relating to their employment, unless prohibited by state law. Subject to state law, this policy prohibits weapons even if the person is licensed to carry the weapon. Violators will be subject to disciplinary action, up to and including termination.

The Company reserves the right to conduct searches of any person, vehicle, or object that enters onto Company property, to the extent permitted by applicable state law. Pursuant to this provision, and subject to state law, the Company may search lockers, desks, purses, briefcases, clothing, vehicles parked on Company property and any item in which a weapon may be hidden.

Employees should inform their Manager or Senior Management immediately if they see a violation of this policy and contact the police, if appropriate. Managers must notify the police of any situation involving a prohibited weapon when there is either a direct or implied threat by the employee toward another individual.

G. Threats

For purposes of this policy, a threat includes any verbal or physical harassment or abuse, attempts to intimidate or to instill fear in others, menacing gestures, talk of bringing a weapon to the workplace, stalking, or any other hostile, aggressive, violent, injurious and/or destructive speech or actions undertaken for the purpose of domination or intimidation.

Threats or acts of aggression or violence by or against employees, will not be tolerated. This includes acts of destruction of personal property. Violations of this policy will lead to disciplinary action that may include dismissal, arrest and prosecution.

All employees must promptly notify their Manager, or someone in Senior Management, of any threats, threatening language or other acts of aggression or violence that they have witnessed, received, or of which they are otherwise made aware. Any Manager who becomes aware of such behavior must immediately notify Senior Management and Human Resources.

H. Responding to Potential Violence

The purpose of this policy is to minimize the risk of personal injury to employees and damage to Company property.

We strongly discourage employees from engaging in any physical confrontation with a violent or potentially violent individual. Employees should exercise reasonable judgment in identifying potentially dangerous situations. If you believe an act of violence might take place, you should inform the police or other appropriate authorities. Employees who fear for their immediate safety should immediately attempt to retreat to a safe location and contact law enforcement by dialing 911.

Any person who makes threats, exhibits threatening behavior, or engages in violent acts on Company property will be removed from the premises as quickly as safety permits, and must remain off premises pending the outcome of an investigation. Upon completion of the investigation, the Company will, in its discretion, take disciplinary action, which may include, but is not limited to, termination of employment, termination of business relationship, restriction of right to be served, reassignment of job duties, and/or criminal prosecution of the person or persons involved.

I. Protesters and Picketers

If the work facility is subject to a protest or picketing for any reason, employees should not attempt to personally eject the protesters or picketers. Rather, employees must immediately contact someone in Senior Management. Senior Management will advise you on what to do and how to respond to the protesters or picketers.

XI. Employee Benefits and Policies

The Company offers a package of employee benefit programs for its employees. The Company's benefit plans are specifically defined in official plan documents that are available for review upon request. The descriptions in this Employee Handbook are only brief summaries for your general information. To the extent there are any conflicts between the summaries contained in this Handbook and the official plan documents, the provisions of the official plan documents will control. The Company reserves the right to modify or discontinue any of its employee benefits or plans on a prospective basis at any time. You will be notified of any changes in benefits that affect you.

A. Employee Food and Beverage Discounts. and Policies for Employees at Restaurants

During your shift the following food and beverage discounts are available if you work at a restaurant:

During your shift the following food and beverage discounts are available if you work at a restaurant:

- All non-management employees may purchase one meal at a 50% discount during your shift only.
- All non-management employees are eligible for a 20% discount on food when they are not working. This discount is available for all menu items.
- All management employees may receive one free meal before or after their scheduled shift, along with one during their shift.
- Packaged goods and other merchandise are excluded from this discount Procedure for obtaining food.

The following additional policies must be followed:

- Food may only be eaten on an official meal period/rest break.
- Employees may store food only in the break room, not in the POUs (point-of-use refrigerators) or walk-in refrigerators or freezers.
- Employees may not cook their own food in the restaurant or using the restaurant equipment.
- Meals are for employees ONLY.
- Employees who want to eat purchased food at the restaurant, must follow these procedures:
 - Have an on-duty cashier or manager ring up the items. Employees may not ring up their own food.

- The manager and employee must both sign the receipt, and the receipt must be retained at the restaurant.
- Employees may purchase only those food items offered on the then-current menu.
- The kitchen must make the meal using the standard ordering system. Employees may not prepare their own food.
- Employees are allowed to use the water cups or their own cups for drinks.

B. Holidays

We operate our business during most holidays. Accordingly, employees may be required to work on legal holidays, including New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas.

C. Vacation Policy

Only full-time Managers are eligible to accrue vacation time. Vacation time is provided in compliance with applicable state and local law. Please refer to your applicable state addendum for any additional provisions regarding vacation time that may be applicable in the state in which you work including information about the status of unused vacation time at separation of employment.

D. Paid Sick Leave

Please refer to the State Addendum for the state in which you are employed for information relating to sick leave that may be available to you under applicable state or local laws or regulations. You may contact Human Resources to obtain further information. Consistent with applicable state or local laws, no employee will be retaliated against for taking leave available under this policy.

E. Health Insurance

Subject to specific state-law requirements, nonexempt employees must work an average of 30 hours per week for a period of one (1) year to qualify for health benefits. Subject to specific state-law requirements, exempt employees must work an average of thirty (30) hours per week for a period of sixty (60) days to qualify for health benefits, which will become effective on the first of the following month. Medical, dental, vision and accidental death & dismemberment insurance benefits are offered through Beal Benefit Solutions. The Company will pay a portion of the cost of your insurance. Upon reaching eligibility, you will receive benefit information and the opportunity to enroll or decline coverage for you and your family.

XII. General Policy and Procedures

A. Confidentiality

In the course of your employment with Company, you may have access to confidential information regarding the Company, which may include its business strategies, future plans, financial information, contracts, suppliers, customers, personnel information or other information that we consider proprietary and confidential. Maintaining the confidentiality of this information is vital to our competitive position in the industry and, ultimately, to our ability to achieve financial success and stability. By accepting employment, you agree to protect that information by safeguarding it when in use, using it only for the business of Company and disclosing it only when authorized to do so to those who have a legitimate business need to know about it. This duty of confidentiality applies during and even after your employment with Company. As a condition of employment with Company, all Company employees must sign its Non-Disclosure and Confidentiality Agreement.

B. Use and Return of Company Property

The Company may give you use of supplies, clothing, equipment, automobiles and other materials necessary to perform your job. These items are to be used solely for the Company's purposes. Employees of the Company are expected to use care when using that property and use it only for authorized purposes. Loss, damage or theft of property should be reported immediately. Negligence in the care and use of property may result in disciplinary action, up to and including termination.

Any personal use of computers or other Company property must be authorized in advance by your Manager and comply with Company policy. Please note, Company has the right to inspect any Company computer and you should have no expectation of privacy when using a Company computer.

No Company-related information or property, including but not limited to, documents, files, recipes, menu items, records, computer files, equipment, office supplies or similar materials (except in the ordinary course of performing duties on behalf of the Company) may be removed from the Company's premises.

Upon separation from employment with the Company, you will be required to return all information and Company property in your possession. This includes, but is not limited to, documents, files, records, manuals, cell phones, laptops, information stored on a personal computer or on a computer disk, supplies and equipment.

C. Cell Phone, Computer and Telephone Use

Employees should not accept or make cell phone calls, text messaging, or social media (including Facebook) while on duty, unless the nature of their duties require such communications with clients/customers or other employees.

The Company recognizes there are times when an Employee may need to use the Company telephone for personal reasons. If there is a situation requiring employee to make a call on a Company telephone, employees should inform the PIC of the need to use the telephone and keep such calls to a minimum. Under no circumstances should employees make or charge a long-distance call to the Company unless it is work-related and approved by the Company. Friends and relatives should be discouraged from calling during working hours unless there is an emergency. Messages will be delivered to employees who receive urgent personal telephone calls.

D. Driving on Company Business

Employees who are asked to drive while on Company business will be required to have a valid driver's license, be at least 18 years of age and provide proof of valid insurance. Employees who drive Company-owned vehicles also must and have a clean driving record.

In the interest of the safety, employees are prohibited from using cell phones while driving on Company business and/or on Company time unless the phone usage is entirely hand-free. Using a cell phone or similar type device includes, but is not limited to, talking on the phone without a hands-free device, text-messaging (writing, sending or reading), instant messaging (writing, sending or reading), and emails (writing, sending or reading).

If your job requires that you keep your cell phone turned on while you are driving, you must use a hands-free device. Under no circumstances should employees place phone calls while operating a motor vehicle while driving on Company business and/or on Company time, unless the call can be made entirely hands-free, when or the vehicle is in a secured, parked or in a non-moving position so that the phones are not in use while actively driving. All state and local laws regarding the use of cell phones must be obeyed at all times.

Violation of this policy may result in disciplinary action, up to and including termination.

E. Use of Company-Provided Locker/Facility Searches

The Company may supply employees with lockers for daily storage of personal items such as keys, extra work shirts and other non-food items. The lockers are meant for storage during the work shift only. Employees may not use personal locks to secure the lockers, so no items containing personal information should be kept in them. Items found in lockers after the shift has ended may be removed and either destroyed or kept in the office for a minimal time before being thrown away. The Company will not take responsibility for missing items.

The Company reserves the right to inspect lockers, to the extent permitted by applicable law. All employees must cooperate in an inspection; failure to do so is insubordination and will result in disciplinary action, up to and including discharge. Employees found to be in violation of any of the Company's policies will be subject to disciplinary action, up to and including discharge.

F. Personal Property in the Workplace

Restaurants are not a typical "office" working environment with ample storage space; therefore, employees that work in restaurants should limit personal items to what is necessary to perform your job. Please do not bring valuable items such as cell phones, pagers, purses, wallets, jewelry, etc. into the restaurant. We will not be responsible for replacement or reimbursement of personal items that are lost or stolen. The Company reserves the right to search all personal property brought to the restaurant where allowed by law, when there is a reasonable suspicion (or as state law may require – probable cause) that a Company policy has been or is being violated.

G. Outside Employment

Employees may engage in outside employment to the degree that it does not conflict with the interests of the Company. For Managers and above, other employment with a competitor would be considered a conflict of interest. No employee is permitted to accept employment, whether for pay or otherwise, if the additional outside employment leads to a conflict or a potential conflict of interest for the employee, if the nature of the outside employment will reflect negatively upon the Company, or if the outside employment conflicts with the duties of the employee.

H. No Smoking

The Company is a no-smoking company. Tobacco products, including smokeless tobacco, e-cigarettes and vaping implements, are not allowed in food service preparation areas, on or near food service equipment (including delivery automobiles) or in areas where utensils are cleaned or stored.

The Company prohibits the use of all tobacco products at any time that your uniform is visible. Smoking, vaping or dipping are not allowed, while on delivery, or while servicing guests at any time. The use of tobacco products is banned from within 20 feet of the restaurant.

I. Solicitations, Collections, Petitions

To avoid disruption of the workplace and potential embarrassment for our employees, no solicitations, collections, circulation of petitions or distributions of literature by employees are permitted during working time or on the working premises at any time” refers to the both the time of the employee soliciting, collecting, circulating or distributing as well as the employee to whom such action is directed. It does not include breaks, meal periods or other times before or after work. “Working areas” includes all kitchens, dining areas, offices, reception areas, hallways, conference rooms or other areas where business is conducted. It does not include break rooms or parking areas. To ensure a tidy working environment free of clutter, employees are not permitted to affix flyers, documents or notices and similar items on the walls, or other surfaces of the Company’s common areas.

In addition, no person from outside the Company is allowed on Company premises at any time for these or related purposes. These guidelines also apply to solicitation by electronic means. If you observe anyone who is not an employee engaging in any of these activities at any time, please notify Management immediately.

J. *Reimbursement and Purchasing*

Only Managers and above may purchase any sort of supplies for the restaurant. No other employee is permitted to purchase items for business use. Original receipt must be submitted by the Manager when requesting reimbursement.

K. *General Employee Conduct*

All employees are expected to show professionalism and good conduct at all times at our restaurants, offices and work-related events. Even when not on duty, if you visit the restaurant, you should display behavior that is appropriate for our work environment. The behavior of your guests is also your responsibility.

The Company in its sole discretion will determine when an employee's behavior is unacceptable and what disciplinary action is necessary under the given circumstances. Conduct that is deemed to be unacceptable includes, but is not limited to:

- being rude or disrespectful, inattentive or unprofessional to a Guest or another employee,
- insubordination,
- engaging in vulgar or abusive language or conduct toward others,
- spreading malicious rumors,
- falsification of records,
- solicitation of a guest,
- gambling on Company premises or while conducting Company business
- being convicted of a criminal offense involving moral turpitude,
- dishonesty of any kind
- inappropriate use of company funds for personal gain
- Conversion of negotiable instrument to cash for alternative use (e.g. gift cards, coupons, etc.).
- Knowingly accepting counterfeit money.
- Under charging any guest or other employee for any food or beverage
- Eating restaurant food without paying for it.

- Inappropriately taking or damaging money, food or any other property of the Company, or any other employee or guest.
- "Borrowing" money for personal use from petty cash and/or writing IOU's
- Double swipe of a credit card for fraudulent purposes.
- Manual entry of credit card after swipe for fraudulent purposes.

Such behavior may result in disciplinary action up to and including termination of employment.

XIII. Electronic Communications System

A. Generally

At the Company, we use electronic forms of communication and information exchange. Employees of Company generally have access to one or more of the following: computers, e-mail, instant messages, telephones, cellular phones, voicemail, fax machines, external electronic bulletin boards, wire services, on-line services, the Internet (hereafter collectively referred to as "electronic communications system"). The electronic communications system provided or paid for by Company and any information stored on it is Company property and will be treated as such. The electronic communications system is provided for the purpose of facilitating Company's business.

B. Electronic Communication

The following rules apply to all electronic communications that are: (1) accessed on or from Company premises; (2) accessed using Company computer or telecommunications equipment, or via Company-paid access methods; and/or (3) used in a manner which identifies the individual with Company. The following list is not exhaustive, and Company may implement additional rules from time to time.

Company's electronic communications system may not be used for transmitting, retrieving, viewing, printing or storing any communications of a discriminatory or harassing nature, or which are derogatory to any individual or group, or which are obscene or X-rated communications, or are of a defamatory or threatening nature, or for "chain letters," or for any other purpose that is illegal or against Company policy.

While the electronic communications system is primarily for Company's business use, limited, occasional or incidental use of the electronic communications system (e.g., sending or receiving e-mail) for personal, non-business purposes is permitted - as is the case with personal phone calls. However, you need to demonstrate a sense of responsibility and may not abuse the privilege.

You should not assume any electronic communications are private or confidential and should transmit sensitive information in other ways. Company may monitor, access or review electronic

communications and it reserves the right to do so. All such information may be used and disclosed to others, at the Company's discretion. No employee should have any expectation of privacy when using Company electrical communication equipment.

Any employee who abuses the privilege of Company-facilitated access to electronic media and services will be subject to corrective action, up to and including termination of employment.

You must respect the confidentiality of other people's electronic communications and may not attempt to breach computer or network security measures, except by explicit direction of Company Management.

Anyone obtaining electronic access to other companies' or individuals' materials must respect all copyrights. To avoid viruses and potential copyright violations, no one may download any software, application or program without the prior authorization of VP of Operations.

All communications sent by you via the electronic communications system must comply with this and other Company policies.

This policy is not intended to interfere with, restrain, or prevent employee communications regarding wages, hours, or other terms and conditions of employment or to otherwise interfere with employees' rights under the National Labor Relations Act. Employees have the right to engage in or refrain from activities protected by the National Labor Relations Act.

This policy cannot be modified except by written communication by VP of Operations.

C. Recording Devices

Employees may not use personal recording devices within Company's facilities and may not use business recording devices within Company's facilities without Management approval due to the following reasons:

- Security concerns
- Protection of trade secret and other proprietary information
- Protection of confidential information

D. Employee Privacy

Laws that may prohibit certain types of recordings, e.g. surreptitious recordings of private conversations are a criminal offense in California unless all parties are aware the conversation is being recorded (See Penal Code, section 632)

E. Social Media

The Company recognizes that internet-provided social media (*) can be a highly effective tool for sharing ideas and exchanging information. However, the Company also seeks to ensure that social media usage serves its need to maintain its brand identity and integrity while minimizing

actual or potential legal risks. The Company therefore establishes the following rules and guidelines for communicating employer information via social media. Violation of this policy may lead to disciplinary action, up to and including termination of employment.

- Your social media activity is covered by all the Company policies including, among others, the Company's Equal Employment Opportunity / Non-discrimination, Anti-harassment, Confidentiality and Proprietary Information, and Communications Systems, Email, Networks, and Internet policies. You may not post content on social media that violates the Company's discrimination or harassment policies.
- Employees may not participate in any social media while performing services for the Company unless you are asked to participate on behalf of the Company using the Company's social media pages.
- Employees may not participate in any social media using Company equipment.
- You may use social media for non-business purposes while at work on your personal devices, but only on your rest breaks or meal breaks and only if you are complying with all other Company policies
- If you participate in social networking outside working hours, you should be careful with what you say. For example, an employee may not use or disclose confidential and/or proprietary information acquired in the course of employment with the Company, This does not include comments you make regarding your own work terms and conditions of employment.
- You should not represent that the Company has authorized you to speak on behalf of the Company or that the Company has approved your message. If you do not receive written authorization to speak on behalf of the Company, you are strongly encouraged to state explicitly, clearly, and in a prominent place on the site that views expressed are the employee's own and not those of the Company or of any person or organization affiliated or doing business with the Company. Should you make social media postings about the Company including, among other things, messages concerning company-related services and products, you must expressly state in your postings that you are an employee of the Company.
- You may not disparage the Company's products/services, or the Company's vendors' or competitors' products/services. This means that you may not intentionally make maliciously false statements that denigrate the Company's products/services, or the Company's vendors' or competitors' products/services.
- You should not advertise or sell Company products via social media without the prior written approval from the Company.
- The Company protects its copyrights, trademarks, and logos. You should respect the laws regarding copyrights, trademarks, rights of publicity, and other third-party rights. To minimize the risk of a copyright violation, you should reference to the source(s) of

information you use and accurately cite copyrighted works you identify in your online communications. Do not infringe on Company logos, brand names, taglines, slogans, or other trademarks. You may not use the Company's (or any of its affiliated entities) logos, brand names, taglines, slogans, or other trademarks or other protected information or property for any business/commercial venture.

- The Company protects its confidential information (including its financial information, trade secrets, marketing lists, strategic business plans, competitor intelligence, business contracts and other proprietary Company information that is non-public and that employees can access). You should not display or disclose such confidential information through social media without prior written approval from the Company.
- The Company protects its premises and processes. You may not record audio/video or take pictures of non-public areas of the Company's premises or of the Company's processes and display such content through social media. An exception to this rule would be to engage in activity protected by the National Labor Relations Act including, for example, taking pictures or making recordings of health, safety, and/or working condition concerns, or of strike, protest, or work-related issues, or other protected concerted activities.
- You may not display or post video or other images of, or material about, the Company's employees that are libelous, proprietary, harassing, bullying, discriminatory, retaliatory, or that can create a hostile work environment. Such conduct that would not be permissible in the workplace is not permissible between or among employees online, even if done during non-work hours and away from the workplace on personal devices or home computers.
- You should not display or post video or other images of, or material about, the Company's competitors, vendors, or customers without prior written approval from the Company.
- Under no circumstances may you post the Company's competitors', vendors', or customers' personally identifying information, such as social security numbers, credit card numbers, or phone numbers.
- Managers should not "friend" subordinate employees on non-professional social-media sites.

The Company reserves the right to (and does) use software and search tools to monitor comments or discussions about it, its representatives, its products, its vendors, and its competitors that are posted anywhere on the Internet, including social media.

The Company respects your right to communicate on your own (or other employees') behalf concerning terms and conditions of employment. Nothing in this policy is intended to interfere with your rights under federal and state laws, including the National Labor Relations Act (NLRA), nor will the Company construe this policy in a way that limits such rights.

Please contact the Human Resources Department if you have any questions concerning this policy.

(*) The Company defines “social media” broadly to include online platforms that facilitate activities such as professional or social networking, posting commentary or opinions and sharing pictures, audio, video, or other content. “Social media” includes personal websites and all types of online communities (e.g., Facebook, Yelp, YouTube, Twitter, Instagram, blogs, message boards, and chat rooms).

XIV. *Personal Relationships between Employees*

A. Employment of Relatives.

Employment of relatives can, in certain circumstances, cause problems related to supervision, security or morale, or create conflicts of interest that materially and substantially disrupt Company’s operations. This is particularly true when related persons work in the same department, or supervise or manage the other, or have access to confidential or sensitive information regarding the other. If the Company determines any of these problems is likely to be present, it will decline to hire an individual who is a relative of an existing employee. Relatives subject to this policy include father, mother, sister, brother, current spouse or domestic partner, child (natural, foster, or adopted), current mother-in-law, current father-in-law, grandparent, or grandchild.

If an employee become a relative of another employee during employment, the supervisor(s) should be notified so that Company may determine whether a problem involving supervision, security or employee morale, or a conflict of interest that would materially and substantially disrupt Company’s operations exists. If Company determines that such a problem exists, Company will take appropriate steps to resolve the problem, which may include reassignment of one relative (if feasible) or asking for the resignation of one of the relatives. Exceptions to this policy must be approved by VP of Operations.

B. Non-Fraternization

To avoid the appearance of any conflict of interest or favoritism, and to ensure objectivity in the workplace, the Company may prohibit personal relationships (e.g., romantic or dating relationships, cohabitation, marriage, or otherwise becoming related) between employees in a reporting relationship.

If a personal relationship develops between employees in a reporting relationship, the employees must disclose the relationship immediately to their immediate supervisor(s). Any failure to disclose such personal relationships between employees in a reporting relationship to the applicable supervisors may result in discipline, up to and including termination.

Upon learning of the personal relationship, the Company will take all appropriate steps to eliminate any real or perceived conflict of interest or favoritism. Continued employment may be possible in some circumstances at the Company’s discretion. If it is not possible to eliminate a real or perceived conflict of interest or favoritism, transfer or termination of employment with the Company may be required.

XV. *Employee Leaves and Accommodations*

A. Leaves of Absence, Generally.

The Company maintains several leave policies to allow you to take care of your personal or family needs. Some are governed by law and others are discretionary. For all planned leaves, however, you must submit a request at least 30 days in advance to your Manager. In case of an emergency, the request should be made as soon as you become aware of the need for leave. All leaves of absence must have the final approval of Senior Management.

All requests for a leave of absence will be considered in light of their effect on the Company and its work requirements, as determined by the Company, which reserves the right to approve or deny such requests in its sole discretion, unless otherwise required by law.

For disability-related leave requests, the Company will engage in an interactive process with you to determine if a leave is the most appropriate accommodation. You must provide a certification from your health care provider to support a leave for medical reasons. Failure to provide the required certification to the Company in a timely manner may result in delay or denial of leave. If you fail to return to work on the first workday following the expiration of an authorized leave, and you have not requested an extension (unless physically unable to do so), you will be deemed to have voluntarily resigned from the Company and will be taken off the payroll. Should you require an extension of leave, you must request such extension, provide the required information and documentation, and have it approved before the expiration of the currently approved leave.

While the Company will make a reasonable effort to return you to your former position or a comparable position following an approved leave of absence, there is no guarantee that you will be reinstated to your position, or any position, except as required by law.

To the extent possible, the Company expects employees to keep in contact with the Company to update on status and intent to return to work. Additionally, employees should notify the Company as soon as possible if they are able to return to work earlier than anticipated.

Generally, leaves are unpaid. Except as specified in the sections below: (1) employees who are on leaves of absence will not accrue vacation, sick leave, or other benefits during leave; (2) employees may use any accrued vacation time and, if applicable, sick leave, upon request; and (3) group health insurance coverage will not be continued during a leave of absence, except as required by law. Use of vacation and/or paid sick leave during an otherwise unpaid leave will not extend the period of an approved leave of absence.

B. FMLA

Under the circumstances described below, Eligible Employees may request a leave of absence under the Family and Medical Leave Act ("FMLA") and any federal law in effect at the time the leave is granted. "Eligible Employees" are those who have been employed by the Company for at least 12 months (not necessarily consecutive), have worked at least 1,250 hours during the 12

months immediately prior to the FMLA leave, and are employed at a worksite where there are 50 or more employees of the Company within 75 miles.

Employees must request a planned FMLA leave at least 30 days before the leave begins. If the need for the leave is not foreseeable, employees must request the leave as soon practicable (within one to two business days of learning of the need for leave). You should use the Request for Leave of Absence form, available upon request from Human Resources.

During a FMLA leave, group health benefits will be maintained for the duration of the leave, on the same basis as when the employee was actively working. However, employees must continue to pay their share of applicable premiums (for themselves and any covered dependents) during the leave.

If the employee does not return to work on the first workday following the expiration of an FMLA leave, and has not requested an extension of leave in advance with appropriate documentation, the employee may be deemed to have resigned from employment. Upon returning from such a leave the employee will normally be reinstated to their original or an equivalent position and will receive pay and benefits equivalent to those received before the leave, as required by law. In certain circumstances, “key” employees may not be eligible for reinstatement following a FMLA leave. The Company will provide written notice to any “key” employee who is not eligible for reinstatement.

If you have any questions concerning or would like to submit a request for a family and medical leave of absence, please contact the Human Resources Department.

Traditional FMLA Leave

A traditional family and medical leave may be taken for the following reasons:

1. the birth of an employee’s child or the placement of a child with the employee for foster care or adoption, so long as the leave is completed within 12 months of the birth or placement of the child;
2. the care of the employee’s spouse (and registered domestic partner in CA), child, or parent with a serious health condition; or
3. the serious health condition of the employee.

A “serious health condition” is one that requires inpatient care in a hospital or other medical care facility or continuing treatment or supervision by a healthcare provider. An employee may take a leave under reason # (2) above only if, due to a serious health condition, the employee’s qualifying family member requires your care or assistance as certified in writing by the family member’s healthcare provider. If an employee is seeking a leave under reason # (3) above the employee must provide the Company with a medical certification from the employee’s health care provider establishing a qualifying reason for the leave, as well as a follow-up written statement from the healthcare provider releasing the employee to return to work. When leave

is requested, the Company will notify the employee of the requirement for medical certification and when it is due. Failure to provide the requested medical certification in a timely manner may result in the delay or denial of leave until it is provided. Appropriate certification forms can be obtained from Human Resources.

Traditional family and medical leave may be taken for up to 12 workweeks during the designated 12-month period. The 12-month period will be calculated based on a rolling 12-month period, measured backward from the date the employee uses any family and medical leave. All time off that qualifies as family and medical leave will be counted against the state and federal family and medical leave entitlement to the fullest extent permitted by law.

If both parents are employed by the Company, the parents may take only a combined total of 12 weeks of leave during the designated 12-month period if leave is taken due to the birth of an employees' child or the placement of a child with the employees for foster care or adoption.

Family and medical leave is unpaid leave; however, you may use any accrued but unused vacation hours while on FMLA leave. Paid sick leave may be used during leave under sections (2) or (3) above, but not under section (1).

Military Caregiver FMLA Leave

Eligible Employees may also request leave if their spouse, child, parent, or Next of Kin meets the definition of an injured or recovering "Covered Service Member." "Next of Kin" is defined as the closest blood relative of an injured or recovering covered service member.

"Covered service member" is defined as: (1) any member of the armed forces, including the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy; is otherwise in outpatient status; or is otherwise on the temporary-disability retired list for a serious injury or illness; or (2) who is a veteran who is undergoing medical treatment, recuperation or therapy, for a serious injury or illness and who was a member of the Armed Forces, (including a member of the National Guard or Reserves) at any time during the period of five (5) years preceding the date on which the veteran undergoes the medical treatment, recuperation, or therapy.

An employee seeking a leave under this policy must provide the Company with a medical certification from the injured service member's healthcare provider establishing eligibility for leave. When leave is requested, the Company will notify you of the requirement for medical certification and when it is due. Failure to provide the requested medical certification in a timely manner may result in the delay or denial of leave until it is provided. Appropriate certification forms can be obtained from Human Resources.

Military Caregiver Leave may be taken for up to 26 workweeks in a 12-month period. The 12-month period begins on the first day Military Caregiver Leave is taken and ends 12 months after that date. All time off that qualifies as Military Caregiver Leave or Traditional FMLA leave will be

counted against the statutory family and medical leave entitlements to the fullest extent permitted by law.

If spouses are both employed by the Company, the spouses are permitted to take only a combined total of 26 weeks of Military Caregiver Leave, or any combination of such leave and Traditional FMLA leave, in a 12-month period.

Military Caregiver Leave is unpaid leave; however, while on leave, you may use any accrued vacation hours and/or paid sick leave you have earned, in accordance with the terms of Company's policy.

Qualifying Exigency FMLA Leave

This leave is available to a family member of a military member in the National Guard, Reserves, or regular armed forces.

Employees may request leave to attend to an exigency or emergency situation arising out of the fact that a spouse, son, daughter, or parent is on Covered Active Duty (or has been notified of an impending call order to covered active duty) in the armed forces. The term "Covered Active Duty" means: (1) in the case of a member of the armed forces, duty during the deployment of the member with the armed forces to a foreign country; and (2) in the case of a member of the Reserves, duty during the deployment of the member with the armed forces to a foreign country under a call or order to active duty.

Qualifying exigencies include issues arising from a covered military member's short-notice deployment (i.e., deployment on seven or fewer days of notice) for a period of seven days from the date of notification; military events and related activities that are related to the Active Duty or call-to-active-duty status of a covered military member; certain childcare and related activities; care of the military member's parent who is incapable of self-care; making financial or legal arrangements; attending counseling; taking up to fifteen calendar days of leave to spend time with a covered military member who is on short-term temporary rest and recuperation leave during deployment; and attending to certain post-deployment activities.

If an employee is seeking a leave under this policy, they must provide the Company with a certification establishing a qualifying reason for leave. When leave is requested, the Company will notify the employee of the requirements for certification and when it is due. Failure to provide the requested certification in a timely manner may result in denial of leave until it is provided. Appropriate certification forms can be obtained from Human Resources.

Qualifying Exigency Leave may be taken for up to 12 workweeks in the normal 12-month period established by the Company for Traditional FMLA leave. All time off that qualifies as Qualifying Exigency Leave will be counted against your state and federal family and medical leave entitlement to the fullest extent permitted by law.

Qualifying Exigency Leave is unpaid leave; however, while on leave, you may use any accrued vacation that you have earned, in accordance with the terms of the Company's policy.

Notice of Eligibility for, and Designation of, FMLA Leave

Employees requesting FMLA leave are entitled to receive written notice from the Company telling them whether they are eligible for FMLA leave and, if not eligible, the reasons why they are not eligible. When eligible, employees are entitled to receive written notice of: 1) their rights and responsibilities in connection with such leave; 2) the Company's designation of leave as FMLA-qualifying or non-qualifying and, if not FMLA-qualifying, the reasons why; and 3) the amount of leave, if known, that will be counted against the employee's leave entitlement.

The Company may retroactively designate leave as FMLA leave with appropriate written notice to employees, provided the Company's failure to designate leave as FMLA-qualifying at an earlier date did not cause harm or injury to the employee. In all cases in which a leave qualifies for FMLA protection, the Company and employee can mutually agree that the leave be retroactively designated as FMLA leave.

No Retaliation.

The Company will not interfere with, restrain, or deny the exercise of any right provided under the FMLA or equivalent state law. The Company will also not discharge or discriminate against any person for opposing any practice made unlawful by the FMLA or for the person's involvement in any proceeding under or relating to the FMLA.

If you feel that you have been discriminated or retaliated against due to your assertion of FMLA-protected rights or participation in an FMLA-related proceeding, you may report the issue using our Complaint Procedure.

C. Unpaid Leaves of Absence

Personal Leave of Absence without Pay

Subject to the provisions set forth in (A) above entitled "Leaves of Absence," unpaid leave may be available to employees who need time off for personal reasons not covered in the leave policies already described in this Handbook and the State Addendum applicable to your work location. Unpaid leave may be granted for family emergencies, unusual hardships and other special situations.

This policy provides up to 120 calendar days of leave during a 12-month period. Leave under this policy must span at least 7 days and is available only to the extent the employee has exhausted all available vacation leave. While the Company will make reasonable efforts to return employees to their same positions upon return from leave, it cannot guarantee it.

Employees who fail to return from work following leave under this policy without having sought an extension (unless physically unable to do so) will be deemed to have resigned their positions and will be removed from the payroll.

Employees' reason for the leave request, job performance and operating needs of the company among other factors may impact whether the leave request is approved.

Bereavement

The Company recognizes that a time of bereavement is a very difficult one. In that regard, every effort will be made to ensure that you are able to attend to family matters in the event of the death of an immediate family member. Immediate family, for purpose of this policy, is defined as your mother, father, step-parents, grandparents, spouse or registered domestic partner, children, step-children, sister, brother, uncle or aunt; spouse's parents, and any relative living with you in the same household.

Although bereavement leave is unpaid, the duration of your bereavement leave should be discussed with and approved by your Manager and may be influenced by such factors as the distance to be traveled and responsibility for arrangements.

Jury Duty

U.S. citizens have a civic obligation to perform jury service when called. An employee who is summoned for jury duty may take unpaid leave to serve as required. Employees must provide reasonable notice of the need for leave under this policy by delivering a copy of the jury summons within 10 days of receipt. The Company also may require verification of the employee's service on the jury. Employees are required to call in or report for work on those days or parts of days when their presence in court is not required. Different compensation rules may apply to exempt employees. Employees returning from service on a jury will be reinstated to their position, without loss of seniority, and will be entitled to participate in insurance benefits during their absence according to the Company's policies for employees on other leaves of absence. No employee will be retaliated against for taking leave available under this policy. For further information, contact Human Resources.

Military Leave

Military leaves are available to eligible employees who are members of, or enter, the Uniformed Services of the United States, including the National Guard and the Commissioned Corps of the Public Health Service, or the state military forces, or the reserve components of the same, and who participate in active or inactive duty or training. Time off is also permitted for the employee to undergo an examination to determine the employee's fitness for duty in any of the federal military forces.

The Company will grant such leave in accordance with the applicable state and federal laws, provided all legal requirements are satisfied and the employee returns to work or applies for reemployment within the time prescribed by law.

Except as required by federal, state or local law, all military leave is unpaid. However, employees may use any or all of their accrued but unused vacation hours during their military service leave.

The employee must provide advance notice of the need for leave, whenever possible. The employee should give their Manager as much advance notice as possible to allow the Company to make arrangements to cover his or her position.

Employees on federal military leave may be entitled to continue health insurance benefits, at the employee's expense, for up to twenty-four months.

Nothing in this policy requires the Company to reemploy individuals who are not eligible for reemployment under the Uniformed Services Employment and Reemployment Rights Act or other applicable law. If service was for less than 31 days and the employee would like to return to work and is eligible for reemployment, the employee must report to work on the first regularly scheduled workday that is at least eight hours after returning home from military service. If the service was between 31 and 180 days, the employee must apply for reemployment within 14 days following completion of military service. If the service was for more than 180 days, the employee must apply for reemployment within 90 days of completing military service.

To obtain further information about military leaves, or if you are unable to comply with this schedule due to injury or otherwise, please contact Human Resources.

D. Workers' Compensation Leave

Any employee who is unable to work due to a work-related injury or illness and who is eligible for Workers' Compensation benefits will be provided an unpaid leave for the period required. Workers' Compensation leave will run concurrently with FMLA or state leave to the extent allowed for by federal, state or local law for eligible employees. Group health benefits will be maintained for covered employees during leave to the extent required by law.

E. Additional Leave Information – State Addendum

Please refer to the State Addendum for the location in which you are employed for additional information relating to leave time off that may be available to you under applicable state or local laws or regulations. You may contact Human Resources to obtain further information.

XVI. Acknowledgment of Receipt of Employee Handbook

I acknowledge that I have received a copy (hardcopy, electronic, or accessible in the restaurant or via intranet) of the Company's Employee Handbook including the State Addendum, which contains important information on the Company's policies, procedures, and benefits. I understand that I am responsible for familiarizing myself with the policies in these documents and agree to comply with all rules applicable to me.

I understand and agree that the policies described in the handbook describe only some of the terms and conditions of employee's employment.

I specifically understand and agree that the employment relationship between the Company and me is at-will and can be terminated by the Company or me at any time, with or without cause or notice. Furthermore, the Company has the right to modify or alter my position or impose any form of discipline it deems appropriate at any time. Nothing in this handbook is intended to modify the Company's policy of at-will employment. The at-will employment relationship may not be modified except by a specific written agreement signed by the Founder of the Company. Absent a signed, written agreement to the contrary, I am an "at-will" employee. All prior or contemporaneous inconsistent agreements between the Company and myself are superseded.

I understand that the Company reserves the right to make changes to its policies, procedures, or benefits at any time at its discretion. However, the at-will employment agreement can be modified only in the manner specified above. I further understand that the Company reserves the right to interpret its policies or to vary its procedures, as it deems necessary or appropriate.

I have received the Company Employee Handbook and the State Addendum, and I have read (or will read) and agree to abide by the policies and procedures contained within.

Dated: _____

Employee signature

Employee Name (PRINTED)

ARIZONA STATE ADDENDUM

January 2023

This Addendum contains a discussion of Company policies and procedures that are specific to those employees who regularly working in the State of Arizona. The information stated in this Addendum replaces or adds to, as applicable, the discussion of the same subject in the Company's current Employee Handbook ("Handbook"). The policies and benefits stated in this Addendum are only applicable when the number of employees in Arizona meet the threshold required by law to trigger the policies/benefits. Please contact Human Resources for further information regarding the policies' applicability or if you have any other questions.

Disclaimer: The Company's policies do not represent contractual terms of employment and should not be interpreted as creating contractual rights, obligations or liabilities or an express or implied contract. Just as any employee has the right to end his or her employment with the Company at any time for any reason or no reason, the Company has the right to terminate an employee's employment at any time, for any reason or no reason, with or without cause. The relationship between the Company and each of its employees is at-will.

Equal Opportunity Statement

In addition to the categories protected under federal anti-discrimination laws, Arizona law also prohibits discrimination, harassment or retaliation against an employee based on the employee's race, color, religion, sex, age or national origin, disability developmental disabilities, treatment by a government mental health facility, tobacco use status, National Guard status, veteran status, political affiliation, genetic information, or genetic testing results.

Pay Periods and Paydays

Exempt and non-exempt Arizona employees are paid bi-weekly. Pay dates are the next Wednesday following the end of the pay period. The Company's work week begins at 7:00 A.M. on Thursday and ends at 6:59 A.M. on the following Thursday. You will be paid by check, direct deposit or pay card on the above-mentioned payday. If the regular payday falls on a Company holiday, you will be paid on the last business day before the holiday.

Paid Vacation Time

Eligible employees will have accrued a maximum of ten days (80 hours) of vacation pay after twelve (12) months of consecutive service. Vacation hours accrue at the rate of 3.077 hours per bi-weekly pay period. Accrued hours are eligible for use after the employee completes ninety (90) days of employment and will not appear on a check stub until then. Employees may not take more vacation hours than they have accrued.

Unused vacation time will roll over to the next year, up to a maximum of 80 hours, unless otherwise required by law. Vacation will cease to accrue when maximum hours are reached until some vacation time has been used by the employee.

Vacation time is provided in compliance with applicable state and local law. In Arizona any unused vacation time will not be paid out to the employee upon the termination of their employment.

Paid Sick Time

Sick Time: The “Fair Wages and Healthy Families Act” (the “Act”) requires Arizona employers to provide eligible employees with paid sick leave.

Eligibility: All employees including, for example, part-time, temporary and seasonal employees, are entitled to paid sick and safe time off under this policy.

Paid Sick Leave and Availability

Employees are entitled to earn paid sick time and accrue a minimum of one hour of earned paid sick time for every 30 hours worked, subject to the following limitations:

- Employees whose employers have less than 15 employees may only accrue or use 24 hours of earned paid sick time per year.
- Employees whose employers have 15 or more employees may only accrue or use 40 hours of earned paid sick time per year.

Employees may not use paid sick leave until after 90 calendar days of employment. Earned paid sick time shall be carried over to the following year, subject to the limitations on usage noted above. Employees may use paid sick leave in hourly increments. Employees who are eligible for paid sick leave will be paid at their normal base rate for any sick leave taken. No employee will receive pay in lieu of sick leave under any circumstances. Employees will not be paid for any accrued but unused sick leave upon termination or separation of employment.

Sick time may be used for absences related to: (1) medical care or mental or physical illness, injury, or health condition; or (2) a public health emergency; and (3) absence related to domestic violence, sexual violence, abuse, or stalking. Employees may use sick leave for themselves or for family members. Employees will not be retaliated against for exercising their rights under this policy.

A family member means:

- Regardless of age, a biological, adopted or foster child, stepchild or legal ward, a child of a domestic partner, a child to whom the employee stands in loco parentis, or an individual to whom the employee stood in loco parentis when the individual was a minor;

- A biological, foster, stepparent or adoptive parent or legal guardian of an employee or an employee's spouse or domestic partner or a person who stood in loco parentis when the employee or employee's spouse or domestic partner was a minor child;
- A person to whom the employee is legally married under the laws of any state, or a domestic partner of an employee as registered under the laws of any state or political subdivision;
- A grandparent, grandchild or sibling (whether of a biological, foster, adoptive or step relationship) of the employee or the employee's spouse or domestic partner; or
- Any other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

Employees who take paid sick leave must be compensated at the same hourly rate (which cannot be less than the federal or Arizona minimum wage) with the same benefits, including health-care benefits. Employers may not retaliate against employees for exercising their sick leave rights or for asserting claims relating to sick leave provisions.

If an employee is separated from employment and a re-hire occurs within nine months of the separation, any previously accrued, unused earned sick time will be reinstated and the employee may use that time immediately at the re-commencement of employment.

Voting Leave

If an Arizona employee who is a registered voter does not have sufficient time outside of his or her working hours to vote in any election, he or she may take time off without loss of regular pay to vote. Employers may specify the hours which may be used for voting. An employee wishing to request this voting time leave must provide at least two working days' notice of his or her request.

Any employee who has a total of three hours of non-working time outside of his or her regular shift while the polls are open is not eligible for voting leave.

Leave for Victims of or Witnesses to Criminal Offenses

Any Arizona employee who is a victim of a criminal offense, who is subpoenaed to attend a criminal proceeding as a witness, or who is exercising certain rights as a victim shall be entitled to unpaid leave time to appear as a witness in a criminal proceeding, consult with the district attorney or to exercise his or her rights pursuant to certain laws, including obtaining or attempting to obtain an order of protection, an injunction against harassment or any other relief to help ensure the health, safety or welfare of a victim or a victim's child. Employees should provide as much advance notice as possible of the request for such leave. The Company may require verification of the need for this leave. The Company may require employees during this leave to substitute paid vacation, personal or sick leave for unpaid crime leave. The Company will keep confidential any records provided related to this leave.

Military Leave

An employee who is a member of the National Guard or U.S. Armed Forces Reserves may take an unpaid leave of absence to attend to training duty, camps, maneuvers, formations or drills under orders with any branch, reserve or auxiliary of the U.S. Armed Forces. The Company must reemploy workers called for military duty. Leave taken under this policy may not exceed 30 days in two (2) consecutive years. No employee will be retaliated against for taking leave available under this policy.

Violence-Free Workplace

Employees are prohibited from possessing or carrying weapons while on Company property or while performing Company business except as specifically provided for under Ariz. Rev. Stat. § 12-781, as amended.

If You Must Leave Us

Employment in Arizona is at-will, and it is state public policy that the Company and employees are able to sever the employment contract at any time, unless there is a written contract to the contrary.

An Arizona employee is encouraged to communicate to the Company whenever the employee believes working conditions may become intolerable to the employee and may cause the employee to resign. Pursuant to Section 23-1502, Arizona Revised Statutes, employees are required to notify Human Resources in writing that a working condition exists that the employee believes is intolerable, that will compel the employee to resign or that constitutes a constructive discharge, if the employee wants to preserve the right to bring a claim against the Company alleging that the working condition forced the employee to resign. Employees are required to wait for 15 calendar days after providing written notice before the employee may resign if the employee desires to preserve the right to bring a constructive discharge claim against the Company. An employee may be entitled unpaid leave of absence of up to 15 calendar days while waiting for the Company to respond to the employee's written communication about the employee's working condition.

NEW YORK STATE ADDENDUM

January 2023

This Addendum contains a discussion of Company policies and procedures that are specific to those employees who regularly work in New York. The information stated in this Addendum replaces or adds to, as applicable, the discussion of the same subject in the Company's current Employee Handbook ("Handbook"). The policies and benefits stated in this Addendum are only applicable when the number of employees in New York meet the threshold required by law to trigger the policies/benefits. Please contact Human Resources for further information regarding the policies' applicability or if you have any other questions.

Disclaimer: The Company's policies do not represent contractual terms of employment and should not be interpreted as creating contractual rights, obligations or liabilities or an express or implied contract. Just as any employee has the right to end his or her employment with the Company at any time for any reason or no reason, the Company has the right to terminate an employee's employment at any time, for any reason or no reason, with or without cause. The relationship between the Company and each of its employees is at-will.

Equal Employment Opportunity

In addition to the protected statuses listed in the Employee Handbook, and in accordance with New York State law, the Company is committed to providing equal employment opportunities to all employees and applicants without regard to age, race, color, national origin, sex, disability, alienage or citizenship status, ethnicity, religion, creed, ancestry, marital or partnership status, familial status, pregnancy, child-bearing status, military status, gender identity or expression, transgender status, gender dysphoria, AIDS/HIV status, genetic disorder status or predisposing genetic characteristics, domestic violence victim status, stalking or sex offense victim status, arrest or conviction record, lawful off-duty conduct, consumer credit history, source of income, unemployment status, or caregiver status; or any other protected status in accordance with applicable federal, state, and local laws. The Company's Equal Employment Opportunity policy protects employees, interns and independent contractors.

Pay Periods and Paydays

New York employees are paid weekly. Pay dates are the next Wednesday following the end of the pay period. The Company's work week begins at 7:00 A.M. on Thursday and ends at 6:59 A.M. on the following Thursday. You will be paid by check, direct deposit or pay card on the above-mentioned payday. If the regular payday falls on a Company holiday, you will be paid on the last business day before the holiday.

Reasonable Accommodations

The Company shall provide reasonable accommodations that do not create undue hardship on the Company to victims of domestic violence, sex offenses, or stalking to enable such employees to satisfy the essential requisites of their jobs. Examples may include: leave; modified or flexible work schedules; confidentiality of addresses and phone numbers; transfers to another location, unit, division and/or work station; and assisting in the enforcement of protective orders, such as posting photograph of abuser with reception or security. The Company may request documentation of the employee's status as a victim of such offenses if an employee requests a reasonable accommodation pursuant to this policy.

When employees notify the Company of a request for a reasonable accommodation due to pregnancy, childbirth, or related medical condition(s), including recovery from childbirth, the Company will make reasonable accommodations on behalf of such individuals, regardless of whether they have a disability unless it would cause an undue hardship to the Company's business. Examples may include: breaks (e.g. to use the bathroom, facilitate increased water intake, or provide necessary rest); assistance with manual labor; changes to your work environment; time off for prenatal appointments; a private, clean space and breaks for expressing breast milk; light duty or a temporary transfer to a less strenuous or hazardous position; or time off to recover from medical conditions related to childbirth.

The Company will provide the individual requesting any accommodation with a written final determination identifying any accommodation granted or denied.

Policy Against Unlawful Harassment

In addition to the protected statuses listed in the Employee Handbook, and in accordance with New York State law, the Company strictly prohibits all forms of unlawful harassment, which includes harassment based on sex, sexual orientation, race, color, citizenship status, national origin, religion, disability, creed, ancestry, marital or partnership status, pregnancy, child-bearing status, military status, gender identity or expression, transgender status, gender dysphoria, AIDS/HIV status, genetic disorder status, domestic violence victim status, stalking or sex offense victim status, or caregiver status; or any other protected status in accordance with applicable federal, state, and local laws. The Company's Policy Against Harassment protects, employees, interns and independent contractors.

Workplace harassment generally consists of unwelcome conduct, whether verbal, visual or physical, that is based on an individual's protected status, as set forth above, and that results in a tangible employment action or that unreasonably interferes with an individual's work performance or otherwise creates an intimidating, coercive, hostile, or offensive working environment. Harassment based on an individual's membership in any protected group is equally prohibited and will not be tolerated.

Sexual harassment is prohibited by Title VII of the Civil Rights Act of 1964 and the New York State Human Rights Law. Sexual harassment may also be prohibited by additional applicable

laws. A person who brings a successful claim for sexual harassment may be entitled to monetary damages, compensatory damages, punitive damages, attorneys' fees and other relief. An entity found to violate these laws may be subject to civil penalties.

Sexual harassment, like all unlawful harassment, is considered a form of employee misconduct. A person who has been subject to sexual harassment can make a complaint outside of the Company, through various federal, state, and local government entities, or in court. These entities include, but are not limited to, the New York State Division of Human Rights, the Westchester County Human Rights Commission, and the U.S. Equal Employment Opportunity Commission.

In addition to the examples included in the Employee Handbook, sexual harassment also includes:

- Sex stereotyping, i.e. when conduct or personality traits are considered inappropriate because they may not conform to other people's ideas or perceptions about how individuals of a particular sex should act or look.
- Hostile actions taken against an individual because of the individual's sexual orientation, gender identity and/or the individual's status of being transgender

Employees, interns, and independent contractors may report harassment, discrimination, or retaliation using the attached Complaint form.

Supervisors and managers are required to report any unlawful harassment they observe or hear about immediately to Human Resources. Supervisors and managers who fail to report such harassment will be subject to discipline.

Lactation Accommodation

The Company will provide New York employees who are nursing mothers with a reasonable unpaid break or meal time each day to express breast milk for their nursing children for up to 3 years following child birth. The Company will make reasonable efforts to provide a room or other location, in close proximity to the work area that will allow employee privacy.

Working Hours and Meal Period Schedule

New York employees who work a shift of more than six (6) hours starting before 11:00 a.m. and continuing at least until 2:00 p.m. will receive an uninterrupted unpaid meal period of at least thirty (30) minutes, to be scheduled between 11:00 a.m. and 2:00 p.m. Those employees who work a shift of more than six (6) hours starting between the hours of 1:00 p.m. and 6:00 a.m. will receive an uninterrupted unpaid meal period of forty-five (45) minutes, or 30 minutes if there would be no hardship, as well as an additional paid twenty (20) minute meal break between 5:00 p.m. and 7:00 p.m.

New York Paid Family Leave (“PFL”

PFL Entitlement Overview

The New York state PFL program provides paid leave to eligible employees for the following qualifying events:

- To care for a child during the first 12 months following the birth, adoption, or fostering of a child;
- To care for a close relative (spouse, domestic partner, child, step-child, parent, step-parent, parent-in-law, grandparent, grandchild, sibling (including an adopted, step- or half-sibling) with a “serious health condition”; or
- To assist with family situations arising when a spouse, domestic partner, child or parent is deployed abroad on active military service or has been notified of an impending military deployment abroad.
- PFL may also be available for use in situation when you or your minor dependent child are under an order of quarantine or isolation due to COVID-19.

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves: (a) inpatient care in a hospital, hospice, or residential health care facility; or (b) continuing treatment or continuing supervision by a health care provider.

PFL cannot be used for an employee’s own serious health condition or military event. In addition, PFL for the birth of a child is not available for prenatal conditions and instead begins after birth.

Amount of PFL

Eligible employees may take up to 12 weeks of leave. This leave can be taken either all at once or intermittently but must be taken in full-day increments. You may take the maximum time-off benefit in any given 52-week period.

Since PFL is part of the New York state disability leave law, employees are limited to a total of 26 weeks of combined state disability leave benefits (“DBL”) and PFL in any 52-week period.

PFL is tracked by the “look back” method; i.e., when an employee requests PFL, the PFL insurance carrier will look back 52 weeks to see if the employee has taken any DBL or PFL in that period to determine available benefit time.

PFL Eligibility Requirements

Employee eligibility requirements for PFL are as follows:

- Full-time employees: Employees with a regular work schedule of 20 or more hours per week are eligible after 26 consecutive weeks of employment.
- Part-time employees: Employees with a regular work schedule of less than 20 hours per week are eligible after 175 days worked, which do not have to be consecutive.

Time spent on paid time off will be counted toward an employee's eligibility determination.

If an employee satisfies specific criteria and does not expect to work long enough at the Company to qualify for PFL, he or she may opt out of paying PFL payroll contributions by completing a waiver of benefits form. This waiver is entirely optional. Employees who complete a waiver will not contribute to PFL through payroll deductions and will not be eligible to take PFL. If the employee's schedule changes such that he or she will be expected to qualify for PFL, the waiver is automatically revoked and the employee is responsible for paying any required PFL contributions from the first day of employment.

Funding for PFL

Pursuant to applicable law, PFL is funded through employee payroll contributions that are set each year to match the cost of coverage. The rate of employee contributions is reviewed annually, and is subject to change by the New York State Department of Financial Services. The Company will deduct the premium cost for its PFL insurance policy from employees through a payroll deduction. Visit <https://paidfamilyleave.ny.gov> for information on this year's employee contribution rate, as well as a calculator to estimate your own payroll contributions.

Employee Notice Responsibilities

When an employee has a foreseeable need for PFL, he or she must provide 30 days' advance notice of his or her intention to use PFL. If the need for PFL is not foreseeable, the employee must notify Human Resources as soon as practicable.

As noted above, PFL may be used on an intermittent basis, in full-day increments only. When an employee takes intermittent PFL, he or she must provide notice to Human Resources as soon as is practicable before each day of intermittent leave.

Applying for PFL and Payment of PFL Benefits

To apply for PFL, eligible employees must submit a completed PFL claim form, along with supporting documentation as described on the claim form, to the Company's PFL insurance carrier, **New York State Insurance Fund**, before or within 30 days after their first day of PFL. Claim forms are available from Human Resources. Employees are to fill out the claim form following the instructions on the cover sheet, have their health provider complete the second section and submit the form to Human Resources. The Company will fill out the employer section

of the form and the Company will submit the PFL claim form to the Company's PFL insurance carrier.

Within 18 days of filing a complete claim for PFL, the insurance carrier will pay or deny the claim. An employee whose PFL claim is approved by the carrier will be paid benefits directly by the carrier.

Eligible employees whose claims are approved will be paid a percentage of their regular earnings for a maximum period provided by law in any 52-week period. As of January 1, 2021, PFL benefits provide 67% of your average weekly wage, capped at the same percentage of the New York State Average Weekly Wage.

Coordination with Other Leaves and Use of Paid Time Off During PFL

Employees may, but are not required, to use any available vacation during a period of PFL so they can earn a full salary during their period of PFL; provided, however, that if the reason for the PFL leave is an FMLA-qualifying reason (and the leave is designated by the Company as both PFL leave and FMLA leave), the employee must concurrently use available vacation, consistent with the FMLA and the Company's FMLA Leave policy. Concurrent use of vacation while taking PFL is subject to the Company's established policies regarding vacation.

To the maximum extent permitted by law, where an employee is eligible for both PFL and leave available under any other paid or unpaid leave law then in effect, including but not limited to FMLA, or under any Company leave policy then in effect, such leave periods shall run concurrently. Employees will be provided with required notices regarding applicable leave benefits for each leave of absence.

Specifically, for FMLA-qualifying events, the Company will concurrently designate the period of time in which the employee receives PFL benefits as FMLA leave and, under certain circumstances, certain accrued vacation or sick leave benefits will serve to supplement such payments.

However, in no case may an employee receive more than one hundred percent (100%) of his or her regular net pay during PFL.

You may not receive New York state DBL and PFL benefits at the same time.

If you are unable to work and qualify for Workers' Compensation Benefits, you may not use PFL benefits at the same time as you are receiving Workers' Compensation benefits. If you are receiving reduced earnings, you may be eligible for PFL. Please check with Human Resources.

Benefits and Protections During PFL

During PFL, the Company will maintain an employee's health insurance coverage on the same terms as if the employee had continued to work (e.g., an employee is required to continue to

timely pay his or her portion of the applicable premium). All other insurance coverage will continue during PFL only if continued participation is permitted by the Plan Document for the particular insurance coverage and so long as an employee continues to timely pay his or her portion of the applicable premium.

Use of PFL will not result in the loss of any employment benefit (e.g., vacation, to the extent applicable) that accrued prior to the start of an employee's PFL.

Upon return from PFL, an employee will be restored to the position of employment he or she held when the leave commenced, or to a comparable position with comparable employment benefits, pay and other employment terms and conditions. Use of PFL or FMLA will not result in the loss of any employment benefit (e.g., accrued vacation, to the extent applicable) that accrued prior to the start of an employee's PFL.

Claim-Related Disputes

If your PFL claim is denied by the insurance carrier, the insurance carrier will provide you with information about how to request arbitration. A neutral arbitrator will decide claim-related disputes.

Non-Discrimination and Non-Retaliation

Employees may not be subjected to discrimination or retaliation for exercising their rights to PFL or FMLA. If you believe that you may have been unlawfully discriminated or retaliated against for exercising your rights to PFL or FMLA, you are strongly encouraged to utilize the complaint procedure set forth in the Company's Equal Employment Opportunity policy and report your complaints immediately to your Human Resources or any member of the Company's management team. In all cases, please speak with whichever person you feel the most comfortable, whatever your reasons. Your complaint will be investigated promptly, thoroughly and impartially, in accordance with the procedures described in the Company's EEO policy.

Additional Information

For additional information, including, but not limited to, how to contact the Company's PFL insurance carrier to file a claim for PFL, please contact Human Resources. Employees can also visit ny.gov/PaidFamilyLeave for additional information.

New York Paid Vacation Time

Eligible employees will have accrued a maximum of ten days (80 hours) of vacation pay after twelve (12) months of consecutive service. Vacation hours accrue at the rate of 1.5385 hours per weekly pay period. Accrued hours are eligible for use after the employee completes ninety (90) days of employment and will not appear on a check stub until then. Employees may not take

more vacation hours than they have accrued. Any unused accrued vacation time is not paid to the employee upon termination or resignation.

New York State Paid Sick Leave and Safe Leave

Beginning on September 30, 2020, employees began accruing sick leave at a rate not less than one hour for every thirty hours worked. Paid sick leave may begin to be utilized after January 1, 2021.

Employees will receive an amount of sick leave depending on the size of their employer:

- 5-99 Employees: Up to 40 hours of paid sick leave per calendar year

Accrued and unused paid sick leave will carry over into the next calendar year, however the maximum number of hours that an employee is entitled to use within any calendar year is limited to the amounts set above. At termination of employment the Company does not pay employees their unused sick leave.

Permitted Uses: Employees may use accrued leave following a verbal or written request to the Company for the following reasons impacting the employee or a member of their family for whom they are providing care or assistance with care:

Sick Leave

- For mental or physical illness, injury, or health condition, regardless of whether it has been diagnosed or requires medical care at the time of the request for leave; or
- For the diagnosis, care, or treatment of a mental or physical illness, injury or health condition; or need for medical diagnosis or preventive care.
- For an absence from work when the employee or employee's family member has been the victim of domestic violence as defined by the State Human Rights Law, a family offense, sexual offense, stalking, or human trafficking:
 - to obtain services from a domestic violence shelter, rape crisis center, or other services program;
 - to participate in safety planning, temporarily or permanently relocate, or take other actions to increase the
- safety of the employee or employee's family members;
 - to meet with an attorney or other social services provider to obtain information and advice on, and prepare for
- or participate in any criminal or civil proceeding;
 - to file a complaint or domestic incident report with law enforcement;
 - to meet with a district attorney's office;
 - to enroll children in a new school; or

- to take any other actions necessary to ensure the health or safety of the employee or the employee's family member or to protect those who associate or work with the employee.

Employees may use paid sick leave time in increments of four (4) hours.

Retaliation or the threat of retaliation is prohibited and the Company will not: interfere with or restrain employees from exercising their rights under the Law; count sick or safe time as an absence that may lead to any adverse employment action; or, retaliate or discriminate against any employee for requesting sick or safe time, filing a complaint alleging a violation of the Law or providing information to other employees of their rights under these laws. Employees have a right to request and use leave under these laws and may file a complaint for alleged violations of this policy with Department of Labor's Anti-Retaliation Unit at 888-52-LABOR or LASask@labor.ny.gov.recordkeeping.

Covid-19 Vaccination Leave

New York employees are entitled to a sufficient period of time (not to exceed four hours) of paid leave in order to get a Covid-19 vaccination (including boosters). This benefit is expected to end December 31, 2023.

Military Leave

Employees may be eligible to take unpaid leave to participate in assemblies for drill or other equivalent training, active duty for training or other annual training, in order to attend service schools conducted by the Armed Forces, or initial full-time or active duty training. Employees must apply for reinstatement within 90 days of discharge from active service; within ten days of completing service school, reserve duties, or annual training; or within 60 days of completing initial full-time or active duty training. Notify **Human Resources** promptly upon receiving notice of military service by presenting such notice.

Spouse Military Leave

Employees may also be eligible to take unpaid leave of up to ten (10) days when the employee's spouse is on leave from service as a member of the armed forces of the United States, national guard, or reserves and who has been deployed during a period of military conflict to a combat theater or a combat zone of operations.

Employees who work an average of at least 20 hours per week may take up to ten (10) days of unpaid leave when a spouse returns on leave from military duty under certain circumstances. For an employee to qualify for leave, the military spouse (the "military member") must be a member of the Armed Forces of the United States, the National Guard or Reserves who is returning from deployment during a period of military conflict. If the military member is in one of the Armed Forces of the United States, then a member must also have been deployed to an area designed as a combat theater or combat zone by the President of the United States.

Employees must provide notice of the need to take leave after receiving official notice that the military member will be returning on leave and provide the Company with written documentation certifying that the military member will be on leave from deployment. This New York Family Military Leave is unpaid. Employees may use accrued paid time off or personal time during this leave, if applicable. This leave does not affect any other leave-of-absence rights employees may otherwise have under other state or federal laws. Employees who take New York Family Military Leave are protected by law from retaliation for requesting or taking this leave.

See PFL policy herein for other potential leave coverage.

First Responder Leave

The Company will provide unpaid leave to eligible employees who serve as volunteer firefighters or volunteer ambulance personnel when the Governor declares a state of emergency, unless the employee's absence would impose an undue hardship on the Company's business.

To be eligible for such leave, an employee must provide the Company with prior written documentation from the head of the employee's volunteer fire department or volunteer ambulance service notifying the Company of the employee's status as a volunteer firefighter or member of a volunteer ambulance service. Additionally, the employee's volunteer duties must be related to the declared emergency.

The employer may also direct the employee to provide a notarized statement from the head of the employee's volunteer fire department or volunteer ambulance service certifying the period of time during which the employee responded to the emergency.

Eligible employees may elect to substitute other accrued, paid leave, such as paid time off, for the unpaid leave.

Witness/Crime Victim Leave

Any employee who is a victim of a criminal offense or subpoenaed to attend a criminal proceeding as a witness and who notifies the Company of his or her intent to appear as a witness or consult with the district attorney shall be entitled to unpaid leave.

Voting Leave

If a Company employee in New York is a registered voter and does not have sufficient time outside of the employee's working hours within which to vote in any statewide election, the employee may take off so much working time as will, when added to the voting time outside the employee's working hours, enable the employee to vote. This policy does not apply to employees who have four consecutive nonworking hours in which to vote while the polls are open.

Up to two hours of this time off will be with pay. Time off for voting should be taken only at the beginning or end of the employee's regular work shift, whichever allows the most free time for

voting and the least time off from the regular work shift, unless the employee's supervisor agrees otherwise. The employee should provide at least two working days' notice to his or her supervisor when time off is required. Employees also are reminded of the availability of voting by mail.

Bone Marrow/Blood Donation Leave

The Company will provide unpaid time off to employees who work on average 20 or more hours per week to donate blood or bone marrow. The Company will provide up to 24 work hours of unpaid leave to employees undergoing bone marrow donation. The Company will also provide up to 3 hours of unpaid leave in a 12-month period for blood donation. Employees must provide reasonable advance notice of the need for Bone Marrow/Blood Donation Leave and the Company may request documentation to confirm that the leave was used for donation purpose. Employees may use accrued paid time off or personal time during such leave, if applicable.

Short-Term Disability Benefits (STD)

New York employees may be covered under the state disability program. This program provides low cost disability protection if an illness or injury, which is not work-related, prevents an employee from working. Benefits begin after the seventh (7th) calendar day of the illness or accident. Eligible employees will be paid a percentage of their regular earnings for a maximum period provided by law in any one year. Claims forms are available from Human Resources. An employee seeking state disability benefits must file a claim with **New York State Insurance Fund** to receive any benefit.

Breaks for Nursing/Expression of Milk

New York employees are eligible for breaks to express breast milk in the three (3)-year period following the birth of their child in accordance with the Employee Handbook's Breaks for Nursing Mothers policy.

Overtime

Under the "spread-of-hours" rule, non-exempt employees will be paid one (1) additional hour of pay at the minimum wage rate for every day on which they work more than 10 hours (this "spread" includes working time plus time off for meals and any off-duty time) or, on a split shift, where the number of hours between the start and end of the team member's workday exceeds 10.

The spread-of-hours rule does not apply, however, to employees whose weekly wages equal or exceed the total of: ([1]) 40 hours paid at the basic minimum wage rate; ([2]) overtime paid at the particular team member's overtime rate; and ([3]) one hour's basic minimum wage rate for each day the team member worked in excess of 10 hours.

Jury Duty

Any employee summoned to serve jury duty must notify his or her supervisor. Employees serving Jury Duty will be paid at least \$40 per day for the first three (3) working days. The remainder of the jury service will be unpaid, except for any jury fee that you may receive directly from the court. You are required to provide documentation of your required jury service.

Sexual Harassment, Other Discriminatory Harassment or Discrimination Complaint Form

If you believe that you have been subjected to unlawful discrimination, harassment (including sexual harassment), retaliation, or any other conduct prohibited by the Company's Equal Employment Opportunity and Harassment Policy, the Company strongly encourages you to follow the Complaint Procedure as set forth in the Policy, which includes completing the below form. You will not be retaliated against for filing a complaint in good faith.

Please submit this form to your supervisor or to the Director of Human Resources.

Name: _____

Address: _____

Phone Number: _____

Email Address: _____

Position: _____

Immediate Supervisor: _____

Immediate Supervisor's Position: _____

Please identify who your complaint of harassment, discrimination or retaliation is about.
Include the individual(s) name, position, and relationship to you:

In your own words, please describe what happened and how it is affecting you (or someone else's) work (include all relevant dates). Please use additional sheets of paper if necessary:

Is the harassment, discrimination or retaliation continuing? If so, please describe what is happening and how it is affecting you (or someone else's) work (include all relevant dates):

Please list the names and contact information of any witnesses or individuals who may have information related to your complaint:

Please list any documents, written communications or other electronic or written records you suggest we review:

Please list anybody you have spoken to about this situation and when you spoke to each individual:

Signature _____ Date: _____