

## **Policy Overview**

BrandSafway strives to maintain a workplace environment that is free from unnecessary distractions and preserves the safety of our employees as our number one value. Additionally, the image that BrandSafway projects to the public is reflected in the appearance of our employees. Employees are expected to use good judgment in their appearance and grooming, while keeping in mind the nature of their work, their own safety and the safety of co-workers, and their need to interact with the public.

This policy applies to all employees of BrandSafway, except employees in Belgium, France, Germany and the Netherlands. For these countries, please refer to the local policy for guidelines on this topic. This policy does not apply to contingent labor in the U.S.

Nothing in this policy is intended to prevent employees from wearing a hair or facial hair style that is consistent with their cultural, ethnic or racial heritage or identity. In addition to this policy, local management and the Environment, Health and Safety (EHS) team may determine and enforce guidelines for workplace-appropriate attire and grooming for their areas. See [2.01 Code of Safe Conduct or 3.01 Personal Protective Equipment](#) for more information or reach out to your manager or EHS representative for any questions on appropriate attire from a safety perspective. Where applicable law or a collective bargaining agreement (CBA) supersedes or supplements the requirements in this policy, applicable law or the CBA will apply to the extent it supersedes or supplements.

If you have questions about this policy, please reach out to your manager, HR representative, or HR Compliance team at [hrcompliance@brandsafway.com](mailto:hrcompliance@brandsafway.com).

## **General Policy**

All employees are expected to present a professional, businesslike image to clients, visitors, customers and the public. Acceptable personal appearance, like proper maintenance of work areas, is an ongoing requirement of employment with BrandSafway.

BrandSafway encourages employees to wear plain attire and face coverings without any writings or logos. BrandSafway, customer, or union logos and taglines are always acceptable.

Certain employees may be required to wear uniforms, depending on the nature of their job. In these situations, BrandSafway will provide uniforms to those employees in accordance with applicable law.

Managers should communicate any department- or location-specific workplace attire and grooming guidelines to staff members, however, any guidelines that are more relaxed than those outlined in this policy are discouraged. Field construction sites and yards will have their own safety and clothing requirements consistent with the tasks to be performed and these requirements take precedence over the guidelines in this policy.

Any questions about the department's guidelines for attire should be discussed with the immediate supervisor. If an employee's attire, poor hygiene, or use of too much perfume/cologne is an issue, the manager should partner with their HR representative as appropriate and discuss the problem with the employee in private and should point out the specific areas to be corrected.

## **Reasonable Accommodations**

Those requesting a workplace attire accommodation should reach out to their HR representative.

## **Inappropriate Attire**

In general, clothing that is unprofessional or unsafe for the work you are performing is considered inappropriate. BrandSafway reserves the right to determine whether attire, logos or writings are inappropriate in addition to the list below. Examples of inappropriate attire include but are not limited to

attire that:

- Is not clean and neat in appearance in applicable environments (e.g., corporate or office environments)
- Is excessively tight or revealing
- Is excessively casual (e.g., exercise wear) or unprofessional in applicable environments (e.g., corporate or office environments)
- Has discernible logos or writing that is offensive or profane, including personal protective equipment and face coverings

**Policy Violations**

Any employee, supervisor, or manager who violates this policy will be subject to disciplinary action, up to and/or including termination in accordance with applicable law.



## DISPUTE RESOLUTION PROGRAM FOR EMPLOYEES

### BACKGROUND

Brand/Safway cares about its people. It knows that even strong and productive employees can have problems at work...and that even routine differences on the job can get bigger when there are no resources to help solve them. This Dispute Resolution Program is established to apply to all U.S. employees of Brand Industrial Services, LLC, (BIS) and all U.S. divisions, subsidiaries, and affiliates of BIS (collectively “Brand/Safway”). Brand/Safway and its divisions, subsidiaries, and affiliates will be referred to as “Brand/Safway” throughout this Dispute Resolution Program overview.

Brand/Safway acknowledges that accidents do occur in the workplace and disputes arise concerning whether those accidents were preventable. Brand/Safway endeavors to swiftly resolve all injury claims made by its employees through our workers compensation program. Other employment claims, however, will be resolved swiftly through the Three-Phase Dispute Resolution Program, including optional Mediation binding Arbitration, described below, instead of lawsuits filed at federal or state courthouses. Brand/Safway also cares about how the company is doing financially. Employee disputes can be time-consuming and very costly, particularly when they end up in lawsuits between the employee and the company. In recent years, legislatures have encouraged employees to go to court by making it easier for them to recover money damages from their employers – especially in cases involving a legally protected right, such as protection from race, sex, national origin, religion, disability or age discrimination, harassment or retaliation. Many employees who have brought lawsuits, however, have been disappointed with the results. After long delays, years of worry and interrupted careers, much of what they recover, if anything, has gone to their lawyers. Companies haven’t fared much better in the court system. Although most employers pay out very little in actual settlements, they spend millions of dollars per year in legal and court fees for cases involving only a few employees.

### For the Benefit of All

Brand/Safway has set out to find a more effective way to resolve all workplace disputes – one that would benefit all parties. Brand/Safway implemented new features, including a systematic Program to resolve disputes without the delay and expense of a court trial. Brand/Safway is not only communicating the policy to all employees, but will also train management and employees how to use it. While the Program is not available to change Brand/Safway policies, it controls covered claims that may otherwise be brought to court. For some features of the Program, we will be working with a neutral outside party that helps organize and run dispute resolution systems.

For those situations involving legally protected rights that, for whatever reason, cannot be resolved in-house, Brand/Safway has adopted a private, professional way outside the Company to resolve them. This outside process may involve both Mediation (optional) and Arbitration led by National Arbitration & Mediation (“NAM”) (or any other nationally recognized Mediation and Arbitration service Brand/Safeway designates), an objective, neutral third party. **Mediation** means presenting your legal dispute to a neutral third party for help in finding a solution. This is not a required Phase of the Dispute Resolution Process but is an option available. **Arbitration** means presenting your dispute to a neutral third party for a final, binding decision on both you and Brand/Safway. Depending upon the dispute, arbitration may be mandatory pursuant to the Mutual Arbitration Agreement.

## **Mediation and Arbitration through NAM:**

- **Provides quick and fair resolution of your legal dispute** – Resolution may occur in weeks or months instead of years in the legal system.
- **Protects your work relationships, instead of disrupting them** – Makes it easier for you to stay on the job rather than experience years of costly, frustrating court battles.
- **Independent Third Party** – You can benefit from the objectivity and experience of an outside, neutral Mediator or Arbitrator.
- **Keep Your Recovery** – If you operate within the terms of the Program, you may not have to share an Arbitrator's award with a lawyer.
- **Get Back What You Lost** – Arbitration can restore what you lost. Under the terms of the Program, an Arbitrator can award you anything you might seek through a court of law.

This three-phase Program is the Brand/Safway Dispute Resolution Program. The Program first took effect November 1, 1999. Any employee who was hired or continued employment after that date is covered by the Program, as revised, and acknowledges acceptance of the Program as the sole mechanism to resolve employment claims. The new Mutual Arbitration Agreement of this Program replaces the Arbitration process and agreement under the old program as of January 1, 2018 (the effective date). The following pages explain how the Program works.

## **THE PROGRAM IN DETAIL**

*When difficult situations happen at work, you may feel there is no place to go to resolve them. How can you go to your supervisor if your problem is with your supervisor? Where can you take your problem that will not threaten your job? You talk to your friends and family who may offer sympathy and advice, but no real answers. Tensions build up at work and the problem gets bigger.*

*Working out problems when they're small often prevents misunderstandings that occur when communication breaks down. When people stop talking to each other, they focus on their anger and what they imagine to be true instead of the facts. You and Brand/Safway stand the best chance of resolving problems by tackling them together...before they become crises.*

### **What the Program Covers**

The Program covers almost all types of disputes, including, but not limited to, applicant/employment or cessation of employment problems, benefit disputes, illegal harassment, discrimination, retaliation, and disagreements about pay – almost any kind of serious problem between you and Brand/Safway or its officers, agents, or representatives, its benefit programs, supervisors, and even other employees. This Program governs legal disputes of almost every kind and nature and is given the broadest possible construction. Neither Brand/Safway nor any employee will be able to sue in court regarding “covered claims.”

Claims covered by this Agreement (“covered claims”) are employment-related claims against Brand/Safway and individual managers acting within the scope of their employment. Covered claims are more specifically defined in the Mutual Arbitration Agreement.

The Program merely covers claims which the law recognizes, but changes the forum for resolving employee's rights (from the courts to Arbitration). It does not add or subtract any substantive rights available under existing laws and does not change the at-will employment of employees or require Brand/Safway to meet a “just cause” standard for its actions or for Arbitration.

## **THE THREE PHASES OF BRAND/SAFWAY'S DISPUTE RESOLUTION PROGRAM**

The Phases are in logical sequence and employees are free to utilize or bypass Phase One, or, in accordance with the provisions set forth below; however, the exclusive forum for resolving covered claims that cannot be resolved through Phases One or Two is binding Arbitration, as further described in Phase Three and the Mutual Arbitration Agreement.

### **PHASE ONE – Open Door Policy and Chain of Command**

The Program is intended to add to – not replace – the normal process of working out problems within Brand/Safway. The Program is based on the idea that problems are normally best worked out at the lowest possible level. For example, a disagreement between you and another employee is always better resolved peacefully between you and your co-worker, when possible, without involving supervisors, unless it is absolutely necessary. Similarly, a problem within Brand/Safway is often best solved by the people within Brand/Safway, through the Open Door Policy and Brand/Safway's Chain of Command.

The Open Door Policy guarantees that all doors are open to you within Brand/Safway. It is a voluntary process that allows you to talk to your immediate supervisor or to a higher level of management – without fear of retaliation. Although you are encouraged to solve your problem at the lowest possible level, you may take it as far up the Chain of Command as needed.

#### **Brand/Safway's Employee EthicPoint Hotline**

*You will be able to resolve most routine problems within Brand/Safway through the usual internal procedures. However, you always have the option to call the Brand/Safway Employee EthicPoint Hotline (1-866-387-1939).*

When you call the Hotline, you'll talk to an operator who will record your issue. The advisor does not need your name, you may want to remain anonymous and just ask a few questions. Or, you may wish to discuss all the details of your situation. How, or if, you use the Hotline is entirely up to you.

#### **Ten Reasons to Use the Open Door Policy and/or EthicPoint Hotline**

- 1. Management is committed to it.
- 2. It makes early on-site problem-solving more likely.
- 3. It encourages you to give feedback to management.
- 4. You have instant support.
- 5. Your questions are answered and you learn about your options.
- 6. It's FREE.
- 7. It's flexible.
- 8. You can contact an advisor in confidence.
- 9. Retaliation is forbidden.
- 10. It helps you help yourself.

### **PHASE TWO – Mediation**

*If your dispute was not resolved in Phase One, you may feel that an outside process, such as Mediation, is necessary to resolve it. For many people, just presenting their case to someone outside of Brand/Safway who is not involved in their problem is all that is needed to break a stalemate.*

If a legal dispute arises out of or relates to the at-will employment agreement between Brand/Safway and an employee, a breach of the agreement, or any other dispute covered by this Program, and if the dispute

cannot be resolved through Phase One, then Brand/Safway and the employee may elect to try to resolve the claim by Mediation administered by NAM or a mutually selected Mediator. A copy of the NAM Rules may be obtained from your employer's Human Resource department, or on the web at <http://www.namadr.com>.

### **What is Mediation?**

Mediation is often the most straightforward and cost-effective method of examining and resolving disputes. It is a meeting in which a neutral third party, called a Mediator, helps you and Brand/Safway come to an agreement of your own, based on your needs and interests. Mediation helps primarily by opening up communication and by coming up with options. It is a non-binding process. That means the Mediator can make suggestions, but you and Brand/Safway are responsible for resolving your dispute. All Mediations in this Program will use a NAM or mutually selected Mediator qualified with prior experience in the field being disputed as the neutral party.

### **Requesting Mediation**

You must pay a process fee to take your dispute to an outside resolution process, such as Mediation. Brand/Safway will pay any administrative costs directly related to the Mediation that exceed \$100. To request an outside process, call or write your local Brand/Safway Human Resources representative or NAM. Once you have made this request and paid your fee (if any), Brand/Safway will participate with you in the Mediation process. Upon consent to mediate, the proceeding will be near the employee's local Brand/Safway office.

*In some cases involving legally protected rights, both parties may agree to bypass Phase Two and move directly to Phase Three - Arbitration for a final, binding decision.*

### **Key Advantages of Mediation**

Because Mediation has proven highly successful in the majority of cases, it is generally the outside resolution process of choice. It offers the following advantages:

- Provides the opportunity for both sides to tell their story.
- Lets both sides have a third party perspective.
- Helps reduce feelings of hostility.
- Helps separate emotional issues from factual issues.
- Promotes discussion of creative solutions.
- Helps people work things out themselves.
- Offers an opportunity for win-win solutions. (A solution that is good for both you and Brand/Safway.)

## **PHASE THREE – Arbitration**

*If the dispute has not been resolved in Phase One or Phase Two, the exclusive, final, and required method to resolve any covered claims which you would have a right to litigate in court, is through binding Arbitration. Either you or Brand/Safway may request Arbitration. While you do not have to proceed through each of the Phases in their exact numerical order, the Program is designed with multiple phases to maximize the possibility of resolution prior to Arbitration. Any employment claim arising out of or relating to Brand/Safway and an employee's employment or other disputes covered in this Program, which have not been resolved through Phase One, or Phase Two, shall be governed by the Federal Arbitration Act (FAA) and resolved by final, binding Arbitration as described in the Mutual Arbitration Agreement.*

### **What is Arbitration?**

Arbitration is a process in which a dispute is presented to a neutral third party, the Arbitrator, for a final

and binding decision. The Arbitrator makes this decision after both sides present their arguments at the Arbitration hearing. There is no jury. If you win, the Arbitrator may award anything you might seek through a court of law.

The neutral party runs the proceedings, which are held privately. Though Arbitration is much less formal than a court trial, it is an orderly proceeding, governed by rules of procedure and legal standards of conduct.

### **Typical Arbitration Phases**

1. A party files a demand for Arbitration. As discussed in the Mutual Arbitration Agreement, the party demanding arbitration should notify the other party and the parties should attempt to mutually agree to an Arbitrator.
2. If unable to agree to an Arbitrator, either party files a demand for Arbitration with NAM ([www.namadr.com](http://www.namadr.com)). The form for electronically submitting a request can be found on the NAM website.
3. NAM offers a list of qualified candidates for the role of Arbitrator.
4. Each party numbers the list in order of preference.
5. An Arbitrator is selected based on the parties' preferences.
6. NAM arranges a hearing date at a convenient location.
7. The Arbitrator usually permits both you and Brand/Safway to conduct some "discovery" and have a chance to ask questions and see documents before the hearing.
8. At the hearing, testimony is given and documents exchanged.
9. Witnesses are questioned and cross-examined.
10. The Arbitrator issues a final and binding decision.
11. Copies of this decision are sent to both parties.

### **Your Role - Requesting Arbitration**

You must pay a filing fee to NAM to take your legal dispute to an outside resolution process, such as Arbitration. Brand/Safway will pay any additional administrative costs associated with the Arbitration that exceed this fee. To request an outside process, contact NAM ([www.namadr.com](http://www.namadr.com)). Once you have made this request and paid your fee, Brand/Safway is legally bound to participate with you in Arbitration. Your request should be received within the time frame established by law for filing covered claims in the courts.

You may recover anything you would otherwise be awarded in a court of law. You also will have the same rights as others in each jurisdiction. However, Arbitration under the Federal Arbitration Act will be the sole and exclusive remedy for covered claims.

### **The Role of Lawyers**

Brand/Safway has access to legal advice through its outside lawyers. You may consult with a lawyer or any other adviser of your choice. You may be responsible for the expense of your lawyer or advisor unless ordered otherwise by an arbitrator.

### **The Role of the Arbitrator**

The Arbitrator selected may be a lawyer or retired judge who will be experienced in the matter disputed. The Arbitrator will be limited to resolve the claim or dispute asserted, and the decision will be final and binding on both you and Brand/Safway. The Arbitrator will have discretion to allow a prevailing party a reasonable attorney's fee as part of an award. The Arbitrator will follow established case law in the federal court where the Arbitration will take place and may provide for summary judgment motions. All proceedings will be held in the strictest confidence and result in a written decision.

## **Amendments/Termination**

Brand/Safway may amend or modify the Program as needed. However, no amendment shall apply to a dispute of which Brand/Safway had notice of intent to arbitrate on the date of the amendment. The Mutual Arbitration Agreement can only be terminated as specified in the Agreement. Amendments to NAM rules will be in force upon acceptance by NAM. The NAM rules for the Program, and any amendment of them, shall apply in the form in effect at the time of the demand for Arbitration or when NAM receives submission of the claim.

## **TIME LIMITATIONS**

To initiate Arbitration, the initiating party must provide notice to the other party and file a written notice of intention to arbitrate at NAM, within the time limit established by the applicable statute of limitations if the dispute involves statutory rights. If no statutory rights are involved, notice must be filed within 180 calendar days of the date of the occurrence giving rise to the claim, or the applicable statute of limitations, whichever is greater. The party initiating Arbitration must also give timely written notice of intention to arbitrate a claim to the other party. Written notice to Brand/Safway or its directors, officers, employees, agents, affiliates, or any employee benefit program or its fiduciaries must be sent to your local Human Resources representative with a copy to the Brand/Safway Legal Department, 1325 Cobb International Drive, Suite A-1, Kennesaw, GA 30152. If Brand/Safway wishes to invoke Arbitration, it will give written notice to the employee at the last address recorded in the employee's personnel file.

*The Brand/Safway Mutual Arbitration Agreement (MAA) is a condition of applying for employment and employment with any Brand/Safway entity unless you are covered by a collective bargaining agreement. Therefore, you agree to resolve all legal claims against Brand/Safway or other companies in accordance with the MAA.*

## **QUESTIONS AND ANSWERS**

### **1. Can I use the Dispute Resolution Program to solve any problem that happens at work?**

You may use Phase One to address any concerns, questions, or problems you may have with your supervisors or coworkers.

Phase Two and Phase Three, the outside resolution processes through NAM, can be used to resolve problems or disputes involving legally protected rights, such as, but not limited to: wage claims; discrimination or harassment because of age, religion, sex, race, national origin, religion, veteran status, disability, retaliation, or other protected status, or being asked to commit unlawful acts or breach of contract claims.

### **2. How does Arbitration differ from a court trial?**

With Arbitration, the decision is final; except under rare circumstances, it may not be reversed by subsequent proceedings. With a court trial decision, an appeal may be filed causing lengthy delays. Also an Arbitration proceeding is usually much more informal than a case in court. The Arbitrator is usually a retired judge or lawyer who serves as a neutral on a part-time basis. The proceeding is held in private offices instead of in a public courthouse. In addition, Arbitration under the Program may not proceed as a class action or collective action proceeding. The biggest difference, however, lies in the reasonable cost of Arbitration. Because Arbitration is faster and less formal, it ends up costing much less to prepare the case.

### **3. What's the difference between Mediation and Arbitration?**

Mediation is a process in which those involved in a dispute try to resolve it with the aid of a neutral third party, the Mediator. In this process, the Mediator helps to open up lines of communication but does not

hand down a final decision. With Arbitration, a dispute is submitted to an outside, neutral party for a final decision which cannot be overturned by the courts, except in rare circumstances.

**4. Do you have to go through Mediation before proceeding to Arbitration?**

No, in some cases involving legally protected rights, you or Brand/Safway may wish to proceed directly from Phase One to Arbitration for a final, binding decision.

**5. Does the Program require me to go through each Phase completely before going through the next one?**

No. The Phases are arranged in the most logical pattern applicable to most disputes. However, a number of factors can affect the order of the Phases you wish to utilize including: whether it involves a legally protected right, your own preference, Brand/Safway's preference, and/or just plain common sense.

**6. What happens if I file a lawsuit against Brand/Safway for a workplace dispute?**

If you file a lawsuit, Brand/Safway will ask the court to dismiss the case and refer it to our Mutual Arbitration Agreement.

**7. Is there any limit on the amount of award I can win through Arbitration?**

No. The Arbitrator has the same authority as a judge in making awards to employees. That means in Arbitration, it's possible for you to recover anything you might seek through the court system.

**8. What can I do to seek relief if I believe my legally protected rights have been violated?**

If you cannot resolve your dispute within Brand/Safway, you may pay a fee and request an outside process through NAM or a mutually selected Arbitrator. You also may file a complaint with any agency responsible for enforcing that legal right. If you seek arbitration, the Arbitrator will determine if a legally protected right has indeed been violated, and if so, the amount you recover.

**9. What happens if I'm terminated or laid off? Does the Mutual Arbitration Agreement still apply to me?**

If you are terminated or laid off from Brand/Safway, you must still resolve all legal claims against Brand/Safway through the Dispute Resolution Program and Mutual Arbitration Agreement instead of through the court system. All Phases of the program would be available to you. The Program *does not* apply to ordinary unemployment or workers compensation claims, before or after you leave Brand/Safway. However, the Program *does* apply to any claims about discrimination, retaliation, or the reason for a termination, even if this involves unemployment or workers compensation issues.

**10. What if the cause of my dispute is an on-the-job injury?**

The Program does not apply to workers compensation claims or to unemployment claims. If you need help with a problem regarding your claim for workers' compensation or unemployment insurance benefits, you could contact your Brand/Safway office. However, if you believe you have been fired, laid off, or unjustly treated because you filed a claim for an on-the-job injury, you would resolve your dispute through the Dispute Resolution Program.

**11. Are employees all over the world covered under the Dispute Resolution Program?**

No. At this time, the program applies only to Brand/Safway domestic employees, i.e. those employees who work in the United States or are under the jurisdiction of its court system.

**12. Will I still be able to go to the Equal Employment Opportunity Commission (EEOC) after the program takes effect?**

Yes. The Dispute Resolution Program applies to relief you might seek personally through the courts for a workplace dispute. You are still free to consult the appropriate state Human Rights Commission, the EEOC, the NLRB or any other government regulatory body regarding your workplace problem. The Dispute Resolution Program may have some effect on the process for individual relief through such agencies. Of course, Brand/Safway hopes the program is so effective you won't need to go anywhere else.

## **CONCLUSION**

Our Dispute Resolution Program works for you and Brand/Safway in several ways. It promotes fair treatment of all employees by serving notice to supervisors that higher management may review their decisions. It saves all of us the financial and emotional expense of a long court battle, which can weaken working relationships and careers. It encourages teamwork by providing a system for working out differences within Brand/Safway.

Working together as a team is the key to remaining a successful force in the industry – productive, efficient, and responsive to our clients' needs.



# Code of Conduct

**BRAND>SAFWAY®**

At Work For You™

## A Message From the CEO



**BRAND>SAFWAY®**

At Work For You™



## **BrandSafway Team Members:**

We are proud of the diversity of our global team, our culture of inclusion and fairness and our company's reputation for integrity. As an employee of Brand Industrial Services, Inc. and its subsidiaries ("BrandSafway"), we need your support in maintaining and building our reputation, creating a fair and inclusive culture and upholding the highest possible standards in our industry.

The expectations of our customers, colleagues and communities, in the connected and transparent world in which we live and work, are increasingly high. Please help us meet these expectations by reading this Code of Conduct carefully, understanding its contents and applying its principles in everything you do. By working together to create a culture of fairness and uphold our reputation for integrity, we will continue to win new customers, retain our current customers, and make our company the preferred employer in our industry and a great place to work for everyone.

Our Code of Conduct, which applies to all employees of BrandSafway, as well as third parties who may represent us, was developed to provide guidelines to help you and everyone else on our global team protect our culture, work together with integrity and consistently do the right thing. If you find yourself in a situation in which you are unsure of what to do or how to act, believe that a violation of the Code of Conduct has occurred or have a question about a compliance issue, please know we are here to help you. We are ready to assist and support you in doing the right thing.

Please speak up, share your concerns and report any possible violations. We are committed to an environment where open and honest communication is the expectation, not the exception. We want you to feel comfortable approaching your supervisor, manager or Human Resources representative. In addition, where available, the BrandSafway EthicsPoint Hotline ("Hotline") provides a confidential method to report integrity issues or concerns.

Thank you for taking the time to read and understand our Code of Conduct, for your commitment to BrandSafway's values and for upholding the highest standards in our industry. Let's work together to create history in our industry!

A handwritten signature in black ink, appearing to read "Karl Fessenden".

**Karl Fessenden**

Chief Executive Officer  
Brand Industrial Services, Inc.



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# Introduction and Purpose

**B**rand Industrial Services, Inc. and its affiliated companies (“BrandSafway”) are committed to honesty, fair dealing, mutual respect and the highest ethical standards in everything we do. We ask you to join us in embracing this spirit of integrity and supporting our culture of compliance and inclusion.

Our reputation is built every day through our actions and by the conduct of everyone working on behalf of BrandSafway. Therefore, our interactions with customers, suppliers, the public and fellow employees must always be above reproach. For this reason, it is important that the principles outlined herein become second nature to you, along with every person who acts on behalf of BrandSafway.

Regardless of business demands and the pressures of achieving commercial success, we do not ever expect you, any BrandSafway employees or anyone else conducting business on behalf of our company to compromise personal integrity in order to advance the interests of BrandSafway. Any such compromise would only ultimately undermine our best interests.

We would also like you to understand that the BrandSafway Code of Conduct does not and cannot address every situation in which questions of ethical business conduct may arise. Rather, the principles outlined herein are intended to be applied to a wide range of circumstances. If a situation, which is not addressed in this Code of Conduct arises or to know more about the local policies that would be applicable in your location, please contact your manager, Human Resources representative or the Chief Compliance Officer for guidance.

Please note: Nothing in this Code of Conduct or related communications creates or implies an employment contract or period of employment.

## **WHO SHOULD FOLLOW THE BRANDSAFWAY CODE OF CONDUCT?**

The BrandSafway Code of Conduct outlines important principles that all individuals and entities working for or on behalf of BrandSafway and its subsidiaries and affiliates must follow regardless of location or position. Adherence to this Code is the responsibility of every one of our employees. Third parties representing BrandSafway such as consultants, agents, sales representatives, distributors and independent contractors are also required to conduct themselves in accordance with this Code and our culture of compliance.

BrandSafway’s Chief Compliance Officer is responsible for administering the implementation and execution of this Code of Conduct, including:

- Overseeing consistent administration of and compliance with the Code, applied as necessary and in accordance with local laws;
- Conducting or overseeing investigations into reported violations of the Code;
- Coordinating appropriate responses to misconduct and taking action to prevent a recurrence of any misconduct;

- Ensuring and enforcing any appropriate disciplinary measures, up to and including, but not limited to, suspension and termination of employment, in response to any misconduct or violations of the Code
- Coordinating any necessary and approved training programs on topics covered by the Code; and
- Answering questions and providing guidance to employees regarding the BrandSafway Code of Conduct or to such third parties to whom this Code applies.

### **WHERE THE BRANDSAFWAY CODE OF CONDUCT AND POLICIES APPLY**

The BrandSafway Code of Conduct and applicable company policies apply anywhere BrandSafway conducts business, to the extent permitted by law. Because BrandSafway does business all over the world, our operations are subject to the laws and regulations of many different countries, governments and agencies.

In addition to this Code, everyone is responsible for knowing and following the local laws and regulations where they work or do business. In addition to local laws, you should also be aware that your local business and actions may be subject to foreign laws. For example, BrandSafway's worldwide operations are subject to the U.S. Foreign Corrupt Practices Act and the UK Bribery Act.

If you have any questions about the prevailing laws that apply to your activities, you should contact BrandSafway's Chief Compliance Officer or the BrandSafway Legal Department.



# What is Expected of You

Our culture of compliance and ethical behavior depends on each BrandSafway employee understanding and applying the BrandSafway Code of Conduct. It is extremely important that you understand the importance of your role in maintaining our reputation for integrity and in helping us to create a fair and inclusive culture. We expect each BrandSafway employee to:

## I. Understand Our Code and Policies:

- Read, understand and comply with the BrandSafway Code of Conduct.
- Attend all required ethics and compliance training programs.
- Familiarize yourself with policies and regulations specific to your job, business unit and location.
- Consult your manager, Human Resources representative or the BrandSafway Chief Compliance Officer should you require clarification on any aspect of the Code of Conduct.

## II. Act with Integrity:

- Account for your activities honestly and accurately.
- Do not compromise your personal integrity even if instructed to do so by another person. Acting at the direction of another person is not a justification for violating this Code.
- Never request another person to violate this Code or any law or regulation.
- Understand and follow this Code, applicable company policies, your division's specific policies and applicable laws and regulations.

## III. Speak Up:

- BrandSafway strongly encourages employees to speak up and promptly raise any integrity concerns or questions regarding ethics, discrimination or harassment matters, and to report suspected violations of this Code and other applicable laws, regulations and our policies.
- BrandSafway absolutely prohibits retaliation against anyone raising or helping to address an integrity concern. If you feel you have been retaliated against or treated unfairly after raising a concern, you are expected to report this just as you would any other integrity concern. Retaliatory conduct may be grounds for disciplinary action including, but not limited to, suspension and termination of employment of the offender.
- There are several methods you can use to raise your integrity concerns. You should use the channel and language that is most comfortable for you and appropriate for the situation. While in most cases your direct supervisor or manager or Human Resources representative will be able to address and resolve integrity concerns, these are not your only options. Other reporting resources include the next level of management, company auditors, the Chief Compliance Officer, our Board of Directors or our EthicsPoint Hotline. Information on how to file a report using the EthicsPoint Hotline can be found at your place of work.

- We will respect your confidentiality, and only people needed to investigate and address the reported integrity concern will have access to the information you provide. Except to the extent necessary, your identity or personal details will not be disclosed to staff, other than those authorized to investigate the report.
- Where available and allowed by law, you may make
- an entirely anonymous report through the EthicsPoint Hotline, but this may make it more difficult for us to investigate the report. We will not
- be able to advise you of the status of the investigation if your report is anonymous and you do not provide contact details. Rules regarding the anonymous reporting of integrity concerns vary in many countries. For example, many countries (primarily in the European Union) prohibit anonymous reporting or limit anonymous reporting to violations of internal controls for finance, accounting, banking and anti-corruption.
- Please be aware that knowingly making a false accusation or providing false information may be grounds for disciplinary action up to and including, but not limited to, suspension and termination of your employment and/or initiation of criminal and/or civil proceedings as per applicable law.



# What is Expected of BrandSafway Leaders

Creating a culture of compliance and embracing the spirit of integrity are key responsibilities of each BrandSafway leader. We need to be able to rely on everyone who is in a leadership role at BrandSafway to model and help us uphold high ethical standards. Whether you are an officer or director or a supervisor or manager of a small team, we expect each BrandSafway leader to:

## I. Lead by Example

- Show through your actions and behavior what it means to act with integrity and to act in accordance with the principles of this Code, our policies and the law;
- Take into account compliance and integrity in the evaluation of subordinates; and
- Ensure that the pursuit of business results does not compromise the spirit of integrity or compliance with this Code, our policies or the law.

## II. Promote Compliance

- Establish an environment in which violations of this Code are taken seriously and employees are encouraged to raise their concerns without fear of retaliation;
- Maintain an active dialog with employees regarding integrity concerns; and
- Communicate with employees about our expectations regarding compliance with this Code and our policies as well as any changes to them as they are implemented.

## III. Respond to Employee Concerns

- Treat employee concerns with respect. Take them seriously and address them promptly and confidentially.
- Encourage employees to promptly report violations of this Code, our policies or the law. Leaders who have been advised of a violation are responsible for ensuring that it is properly reported if the employee does not do so.
- Take approved disciplinary action after an investigation has been completed.

## IV. Be Accountable

- BrandSafway leaders play a vital role in upholding BrandSafway's policies and promoting ethical behavior. In some countries, BrandSafway leaders may be held responsible for violations of this Code, our policies or the law by employees under their direction.

# What Happens When an Integrity Concern is Raised

## I. Investigations

- We are committed to promptly investigating all reported integrity concerns, including suspected violations of this Code. Fair and successful investigations require the cooperation and confidentiality of everyone involved. If you are part of an investigation or are questioned in relation to an investigation, we need to be able to count on your honesty, integrity and confidentiality.
- Role of the Chief Compliance Officer -- The Compliance Officer is responsible for investigating integrity concerns and may delegate aspects of investigations to others. Information concerning investigations will be held in confidence. When required by law, on the advice of the BrandSafway Legal Team or as otherwise appropriate, the Chief Compliance Officer may report the matter under investigation and provide relevant information to external authorities or to others inside BrandSafway who require such information. The Chief Compliance Officer is also required to report the status of investigations and applicable trends to the audit committee of the Board of Directors on a regular basis.
- Role of our employees -- The cooperation of employees and the confidentiality of investigations are essential to the effective implementation of this Code. All employees are expected to cooperate in the investigation of any integrity concern and to maintain the confidentiality of the investigation.

## II. Penalties for Violations of this Code

We take this Code very seriously. Violations of the Code may be grounds for disciplinary action, subject to local law, up to and including, but not limited to, suspension and termination of employment and/or initiating appropriate criminal and/or civil proceedings under applicable law. Where and when appropriate, violations of the Code may be referred to the relevant authorities for investigation, prosecution or restitution. Subject to local law, BrandSafway employees may also be disciplined for violations of the Code, such as:

- Authorizing or participating in violations of this Code;
- Deliberately withholding information or providing false or misleading information during an investigation;
- Code violations that result from failure to adequately supervise subordinates; and
- Retaliation or reprisal against someone who raises an integrity concern.



# How Business Should Be Conducted

The way we conduct business is an important reflection of who we are as a company. We must always deal with BrandSafway's customers, suppliers, competitors and employees with honesty, fairness and integrity. Manipulation, concealment, abuse of privileged information, misrepresentation of material facts, or any other unfair-dealing practice may not be used to take advantage of others while acting as a representative of BrandSafway.

## I. Social Responsibility

BrandSafway believes in its role as a good corporate citizen and expresses its support for fundamental human rights and its commitment to avoid business practices that abuse human rights, including illegal discrimination and human trafficking. This means carefully managing issues such as workforce welfare, environment, safety and health, and the potential impacts of our activities on local communities.

BrandSafway encourages, but does not require, employees to be active in their local community in ways such as charitable activity or political involvement to the extent that the employee's work is not impaired. No employee, however, should be pressured or required to be active in the local community or to contribute time or money to charitable or political activities.

Charitable or political contributions of BrandSafway funds or assets may be made only in accordance with applicable company policies.

## II. Dealings with Contractors and Suppliers

BrandSafway's dealings in the marketplace cannot be tainted by the appearance of favoritism or improper influence. Contractors and suppliers should be selected based on clear and objective criteria. Relevant considerations include price, product and service quality, delivery schedule, reputation for ethical conduct and high health, safety and environmental standards.

BrandSafway expects that its contractors, suppliers, agents and representatives will comply with this Code, the applicable laws and other relevant BrandSafway policies.

## III. Improper Payments, Corruption and Bribery

Any improper payments such as bribes, facilitation payments, or unjust gratuities or gifts to gain advantage in any situation is never acceptable. BrandSafway expressly prohibits improper payments in all business dealings, in every country around the world, in both government and private sectors. Improper payments include "facilitation payments" made to facilitate transactions, often with government agencies, regardless of whether such facilitation payments are legal or customary in the local jurisdiction.

Improper payments should not be confused with reasonable and limited gifts, business entertainment and customer travel and living expenses directly related to the promotion of BrandSafway business, unless the beneficiary has a policy which restricts this. These items are acceptable, subject to this Code and any company, business or regional policies such as a travel and entertainment policy or a business expense

reimbursement policy. Remember, offering or arranging any items of personal inducement to secure business is strictly prohibited.

Tips or gratuities for services may be given in accordance with legal and local practice; however, you must be sensitive to the context in which such gratuities are paid so that they cannot be misconstrued as bribes. Fees or commissions must not be paid if the amount or method of payment suggests that a bribe will be paid. All payments must be clearly and accurately recorded on BrandSafway's books. If any payment is requested under circumstances you believe are ambiguous, you should seek guidance from your manager or the Chief Compliance Officer.

BrandSafway will never require or ask for any fee or favor from you in exchange for being considered, hired, promoted, transferred or having ongoing employment. It is a violation of this Code for anyone to request such a fee or favor in exchange for employment consideration and should be reported as a Code violation.

#### **IV. Conflicts of Interest**

BrandSafway employees should take care that their personal and other professional activities do not conflict with their responsibilities to BrandSafway. Each BrandSafway employee has an obligation to avoid any activity that is or produces the appearance of a conflict of interest.

A "conflict of interest" occurs when an individual's private interests interfere or are inconsistent in any way with the interests of BrandSafway. When an employee, officer or director takes actions or has interests inconsistent with the objective and effective performance of his or her work, a conflict of interest may arise. Possible conflicts of interest may include, but are not limited to:

- Representing BrandSafway in dealings in which you have a personal or financial interest;
- Directing business to suppliers in which you or close family members have a personal or financial interest other than a less than 1% investment in a publicly held corporation;
- Seeking personal benefits or gifts, which could influence your business judgment from, or working on behalf of, customers, contractors or suppliers;
- Misusing BrandSafway resources, your position or influence for inappropriate personal benefit or to promote your outside activities or interests;
- Competing with or working on behalf of a competitor of BrandSafway;
- Engaging in insider trading; or Other circumstances in which your personal interests might diverge from the best interests of BrandSafway.

Conflicts of interest must be avoided without specific approval. When in doubt about whether a transaction is appropriate or if a conflict is a possibility, consult with your manager or the Chief Compliance Officer. It is difficult to describe all of the circumstances and conditions that might be considered a conflict of interest. Gray areas will be reasonably considered with full recognition of the attendant circumstances. Where there is a definite possibility of a conflict of interest, the employee will be given a reasonable time to correct the conflict. In some jurisdictions, certain conflicts of interest are prohibited under applicable law and employees should not undertake any such activity that could result in a violation of applicable law.

#### **V. Disclosure of Potential Conflicts of Interests**

Employees engaged in actions or relationships that could result in a potential conflict of interest must disclose the potential conflict as soon as it arises for review and approval by management in order to protect the best interests of BrandSafway. Such disclosures shall be submitted in writing if specifically requested.

#### **VI. Outside Employment**

Supplemental or secondary employment for full-time employees is discouraged and may be illegal. If you have an employment contract or agreement with BrandSafway, it may specifically preclude supplemental

or secondary employment. Where not contractually prohibited and not illegal to do so, supplemental or secondary employment is not prohibited if that employment does not interfere with your duties to BrandSafway or otherwise conflict with the interests of BrandSafway. Full-time BrandSafway employees may never work for competitors, suppliers or customers of BrandSafway. If you have supplemental or secondary employment, please report it to appropriate management personnel.

#### **VII. Outside Interests**

BrandSafway employees responsible for transactions with third parties are prohibited from having any economic interest in companies or businesses with which BrandSafway deals or competes. Stock interests in publicly traded companies are not considered a violation unless of such value that they could influence an employee's judgment on BrandSafway matters.

#### **VIII. Outside Directorships**

Our employees are forbidden from serving as directors or trustees or advisors or consultants of any other for-profit entity (except not-for-profit or charitable entities) unless they obtain prior written approval from the Chief Compliance Officer, which will not be unreasonably or arbitrarily withheld.

#### **IX. Corporate Opportunities**

Employees owe a duty to BrandSafway to advance its legitimate interests when the opportunity to do so arises and are prohibited from:

- Taking opportunities for themselves that are discovered through the use of corporate property, information or position;
- Using corporate property, information, or position for personal gain; and Competing with BrandSafway.

#### **X. Gifts, Favors and Entertainment**

Business gifts, favors and entertainment can interfere with the conduct of sound and objective business relationships and need to be approached with caution. Where not otherwise prohibited by law or regulation, no officer, director or employee shall give or accept any excessive gifts, unusual hospitality, lavish entertainment or other favors from third persons that are illegal, unsavory, in cash or cash equivalent form, on a quid pro quo basis or which may otherwise influence or give the impression of influencing the recipient's business judgment.

Gifts and entertainment for government officials may be prohibited or restricted by law or regulation. Please consult with the Chief Compliance Officer before giving a gift to or entertaining a government official.

Gifts, favors and entertainment may be given to others at BrandSafway's expense only if they meet the following criteria:

- They are consistent with accepted BrandSafway business practices and are properly recorded in the books and records of the company;
- They are of sufficiently limited value and in a form that will not be construed as a bribe or pay-off;
- They are not in contravention of applicable local law or generally accepted ethical or social standards; and
- Public disclosure of the facts, including the identity of the recipient will not result in embarrassment to either.

#### **XI. Loans**

Loans of money from BrandSafway to any employee of the Company shall require preapproval from the Board of Directors or its designee.

# Compliance With Laws, Rules and Regulations

BrandSafway is committed to free, fair and ethical business practices and compliance with all applicable laws. Failure to observe applicable laws could cause operational delays, damage our reputation, and subject BrandSafway to criminal and civil fines and/or loss of export privileges. It is also important to note that you, along with all other BrandSafway employees, could be fined or face criminal consequences for violations of applicable laws. For all of these reasons, it is critical that you are mindful of applicable laws, rules and regulations and remain in compliance.

## I. Competition and Antitrust Laws

Competition and antitrust laws protect free enterprise and prohibit behavior that limits trade or that restricts fair competition. These laws apply to every level of our business. They combat practices such as misuse of market power, price-fixing, market-sharing or bid-rigging. BrandSafway employees are strictly prohibited from discussing or entering into any arrangements or understandings with our competitors in relation to things such as the pricing of our services or products, allocating markets, territories or customers, boycotting certain customers or suppliers, limiting or otherwise controlling production, or otherwise restraining trade or engaging in predatory or anti-competitive economic practices prohibited by law. Significant penalties may apply to companies and company employees involved in this type of behavior; these include substantial monetary penalties and imprisonment.

## II. Trade Control, Sanctions and Anti-boycott Laws

Many countries where BrandSafway operates have laws regulating imports and exports and/or laws dealing with economic sanctions or economic boycotts. To comply with export control and import laws, it is important to understand what you are shipping/receiving, to or from whom you are shipping/receiving and where a shipment will go. BrandSafway is prohibited from conducting business or financial transactions with any person or entity identified on an applicable Prohibited Parties List or Sanctions Lists. Anti-boycott laws prohibit companies and individuals from participating in any sanctions or boycotts opposed by that country. Boycott requests can come in any number of forms but are often seen in invitations for bids, draft contracts, purchase orders, letters of credit, and shipping documents or instructions. While some boycott requests are obvious, other boycott language is not.

## III. Dealing with Governments and Government Representatives

BrandSafway may conduct business with national governments or government-owned enterprises. In every interaction, BrandSafway employees must apply the highest ethical standards and comply with applicable laws and regulations that address dealing with representatives of government including the UK Bribery Act and the Foreign Corrupt Practices Act (FCPA), which prohibits giving anything of value directly or indirectly to officials of foreign governments or foreign political candidates in order to obtain or retain business. BrandSafway employees doing business outside of the United States must be familiar with the requirements of the UK Bribery Act and the FCPA. In dealing with legislators, regulatory agencies, government field agents or other public officials, political parties, party officials or political candidates of any country, BrandSafway employees must not engage in any conduct intended to obtain, retain or direct business, improperly influence

any such persons or their associates into taking improper actions or to avoid taking required ones or otherwise in the conduct of their duties. As a general proposition, payments, gifts or other things of value are not to be given to any legislative, judicial or other governmental official for any reason whatsoever. This holds true everywhere we operate, even though payment by BrandSafway employees to foreign governmental or quasi-governmental representation to facilitate or expedite the performance of routine governmental actions not involving diversion to award business to or continue doing business might be customary and permitted by local law. BrandSafway expects that its third-party agents, distributors and representatives will comply with this Code and our policies in their representation of BrandSafway.

#### **IV. Inside Information, Insider Trading and Tipping**

“Insider trading” laws prohibit the purchase or sale of securities by persons who are aware of material non-public information about a company as

well as the disclosure of material non-public information about a company to others who then trade in the company’s securities. These transactions are commonly known as “insider trading” or “tipping.” Engaging in insider trading or tipping exposes BrandSafway and the individuals involved in such activities to severe civil and criminal liability including treble damages, penalties and imprisonment.

No employee of the company who is aware of material non-public information relating to the company may, either directly or through family members or other persons or entities, buy or sell the company’s securities (other than pursuant to a pre-approved trading plan that complies with Rule 10b5-1 under the Securities Exchange Act of 1934, as amended), or engage in any other action to obtain a personal benefit through the use of material non-public information, or pass that information on to others outside the company, including family and friends. In addition, no employee who, in the course of working for BrandSafway, learns of material non-public information about a company with which BrandSafway does business, such as a customer or supplier of BrandSafway, may trade in that company’s securities until the information becomes public or is no longer material. Information is “non-public” until it has been made available to investors, both existing and prospective, e.g., disclosed in a press release or published on a platform available to existing and prospective investors. “Material information” includes, but is not limited to, information related to significant new markets, sales and earnings figures, major contracts, changes in management, regulatory and legal developments, and plans for acquisitions and mergers.



# How Information is Reported

## I. Documents and Records

Our business records, reports and tax returns must be prepared accurately, truthfully and completely, which means we need you to report and record all business-related information honestly and completely.

BrandSafway employees must ensure that:

- All billings, payments or any other accounting or internal transactions are in conformance with customer contracts and approval mechanisms.
- No undisclosed or unrecorded fund or asset is established for any purpose.
- No withdrawals are made from any disbursement account except by check or other acceptable means of transfer customarily used by major banks and then only by authorized employees. No check shall be made payable to "cash" or another unidentifiable payee.
- No false or artificial entries are made in the books and records of BrandSafway or any subsidiary for any reason, and no employee shall engage in any arrangement that results in such entry.
- No payment is approved or made with the intention or understanding that any part of such payment is to be used for a purpose other than that disclosed by the documents supporting the payment.
- Documents and records are retained in accordance with applicable record retention policies.

## II. Accounting Procedures and Controls

Employees involved in creating or recording financial transactions are responsible for ensuring that all transactions are promptly, accurately and completely recorded in our books and records, to permit the

preparation of financial statements in compliance with BrandSafway's Finance and Accounting policies or policies specific to your region or business and local laws and regulations and the U.S. Generally Accepted Accounting Principles, and to maintain accountability for all of our assets.

All BrandSafway employees are prohibited from coercing, misleading, or fraudulently influencing any independent accountant involved in auditing or reviewing BrandSafway's financial statements.

## III. Supporting Documentation

Supporting documentation for transactions such as invoices, check requests, and travel expense reports must accurately and fully describe the actual transactions.

BrandSafway funds may not be paid with the intent or understanding that any part of such payment is to be used for a purpose other than that described by the document supporting such payment. Supporting documentation should be accurate and retained as provided by law or BrandSafway's policies.

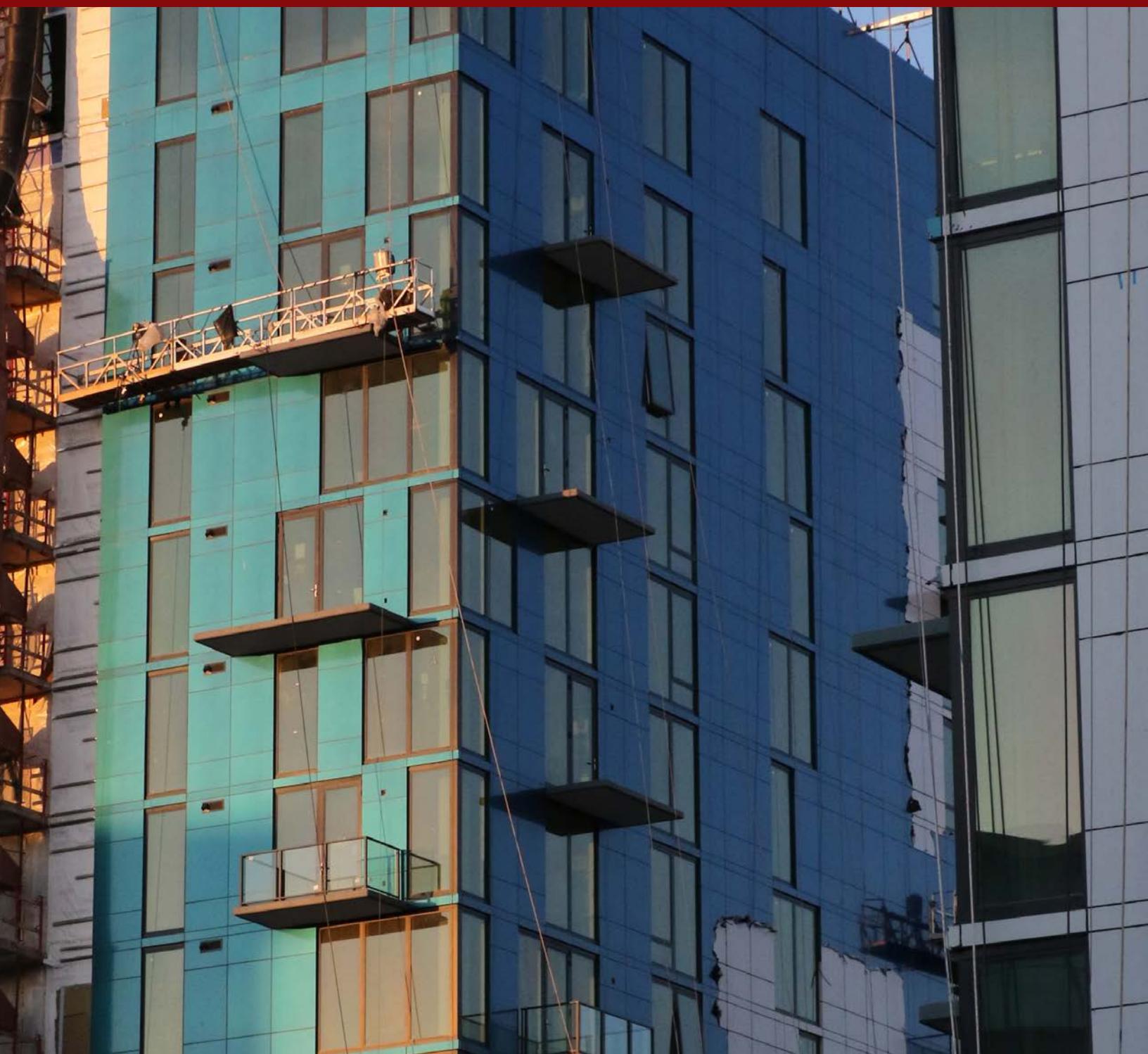
BrandSafway employees are strictly prohibited from altering, destroying or falsifying documents or records with the intent to impede, influence or obstruct the investigation or proper administration of any matter within

the jurisdiction of any governmental agency.

**IV. Misrepresentations, Falsifying Records and Fraud** It is important that any fraud be detected, reported, and most of all, prevented. No one should rationalize or even consider misrepresenting facts or falsifying records. Violations of this Code and these policies may be grounds for disciplinary action up to and including, but not limited to, suspension and termination of employment and/or initiating appropriate criminal or civil proceedings under applicable law.

**V. Delegation of Authority Policy**

All employees must adhere to the limits of authority defined in the Delegation of Authority (DOA) policy.



# Company Property

Taking care of company property is essential to running a safe, cost-effective business, and safeguarding our assets is the responsibility of all BrandSafway employees. BrandSafway employees must use and maintain company assets and property with care and respect while guarding against waste and abuse. BrandSafway assets include not only physical property, equipment and inventory, but other tangible assets such as securities and cash, office equipment, supplies and information systems. It also includes intellectual property such as customer lists, pricing information, software, patents, trademarks, copyrights and other proprietary information and know-how.

## I. Products and Services

Our products and services are the property of BrandSafway. Contributions made by employees during their employment to the development, improvement and implementation of BrandSafway products or services are BrandSafway property and remain so following termination of that employee.

## II. Funds

Employees are personally accountable for any BrandSafway funds that have been entrusted to them. BrandSafway funds include but are not limited to currency, checks, credit or charge cards, money orders, postage, bills, reimbursement claims, payables, receivables, estimates, paychecks, expense reimbursements and invoices. Employees must exercise care in the protection, use and recording of BrandSafway funds by:

- Abiding by BrandSafway policies for the security of company funds;
- Ensuring that BrandSafway receives good value in exchange for company funds or personal funds that will be reimbursed by the company;
- Only seeking reimbursement for expenses that are reasonable, actual and authorized; and
- Ensuring records that we approve reflect appropriate use of BrandSafway funds and are accurate, honest and prepared timely.

## III. Computers, Servers and Software

BrandSafway's computers, servers, electronic media systems and all information entered into BrandSafway's computer systems are BrandSafway's property, subject to applicable law. BrandSafway's e-mail system, electronic communication systems and Internet access are provided and intended to be used in an effective, ethical, non-offensive and lawful manner for the conduct of company business. BrandSafway may allow occasional personal use of the e-mail and internet services, provided such use is effective, ethical, non-offensive and lawful and does not interfere with the conduct of company business or the fulfillment of employees' work-related obligations.

Employees are expected to follow applicable BrandSafway policies or policies specific to your region or business and to use good judgment and restraint in their personal use of these resources. Failure to do so is a violation of this Code and may result in the discontinuance of access to some or all resources for personal use. Any attempt to disable, defeat or circumvent BrandSafway's computer security

protections may be grounds for disciplinary action up to and including, but not limited to, suspension and termination of employment.

A growing number of countries are more stringently regulating the collection, processing and use of “personal data” (name, home and office contact information, etc.). BrandSafway employees must comply with applicable laws and regulations of jurisdictions from which the personal data is collected and in which it is processed or used in addition to any BrandSafway policies and any applicable contractual obligations.

The use of social networking can be a valuable tool. However, if not done properly, social networking may expose you and BrandSafway to additional risk. Never use social networking to post information about BrandSafway or your business unit unless appropriately approved.

Employees are strictly advised not to (directly or indirectly) create any account on any social media platforms in the name of BrandSafway and/or communicate or post anything on the social media platform for and/or on behalf of BrandSafway. If you see anything posted on social networking that may include misinformation about BrandSafway or your business unit, please notify your manager or the Chief Compliance Officer.

#### **IV. Proprietary and Confidential Information**

All employees have a duty to safeguard BrandSafway’s proprietary and confidential information and protect it from unauthorized disclosure. If the company is bound by stricter confidentiality obligations under any contract, the employee shall comply with such stricter obligations. This duty continues after termination of employment for any reason.

Confidential information includes all non-public information pertaining to BrandSafway, including unannounced product, business or financial information, acquisition and divestiture plans, competitive position, business strategies, customer information, product costs and all other non-public information that might be of use to competitors or harmful to BrandSafway, our customers or suppliers if disclosed.

Proprietary information includes patents, trademarks, copyrights, trade secrets and all other sensitive or private technical, financial and business information. Unauthorized disclosure could eliminate its value to us and also give unfair advantage to others.

Proprietary and confidential BrandSafway information may not be disclosed to anyone without proper authorization. Keep proprietary and confidential documents protected and secure. In the course of normal business activities, suppliers, customers, and competitors may sometimes divulge to you information that is proprietary to their business. These confidences must be respected.

Generally, it is not improper or illegal to accumulate public information about a competitor or make use of it in conducting our business. Competitive intelligence must be gathered ethically and in accordance with the laws and regulations that protect competitors’ proprietary information. For example, it is appropriate to collect such intelligence from public sources, including websites, advertisements, brochures or public presentations, but

it is inappropriate for employees to utilize propriety information of a former employer whether that former employer is a competitor or not. BrandSafway respects our competitors’ proprietary or confidential information and expects our employees to guard against receiving such proprietary or confidential information. If you are uncertain whether a particular source of competitive information is appropriate, please contact the Chief Compliance Officer or a member of the Legal Department.

#### **V. Preventing Theft**

Limit losses due to theft or misappropriation of BrandSafway property by taking normal precautions and by handling company assets in a prudent manner. Lock up equipment, supplies and materials, report suspicious persons or activities and avoid discussions of confidential BrandSafway information in the presence of unauthorized persons.

# BrandSafway's Community

BrandSafway's workforce reflects many cultures, ethnicities, languages and lifestyles, and we strive to attract, develop and retain employees who are as diverse as the markets we serve. BrandSafway is committed to developing and maintaining an inclusive work environment, free from discrimination, which embraces the strength of our diversity and where employees treat each other with respect.

To further these objectives, BrandSafway has created a company diversity statement. We ask that you do whatever you can to support and promote BrandSafway's culture of diversity. By working together, we can help create a non-discriminatory world, built on a deeper understanding, mutual respect and a commitment to human decency and fairness.

## I. Fair Employment Guidelines

We make all employment and other business decisions without discriminating on the basis of age, ethnicity, citizenship, disability, gender, race, religion, national origin, marital status, sexual orientation, military service, veteran status or other characteristic protected by law. We prohibit discrimination regarding terms and conditions of employment. In addition, we take lawful affirmative actions to increase opportunities in employment for women, minorities, people with disabilities and veterans.

## II. Positive Work Atmosphere

We prohibit all forms of harassment. This includes any demeaning, insulting, embarrassing or intimidating behavior directed at any employee related to gender, race, ethnicity, sexual orientation, physical or mental disability, age, religion, veteran status, national origin or any other legally protected status.

In addition, BrandSafway employees should not engage in any assaults, hostile physical contact or intimidation, fighting, bullying, verbal threats of physical harm or violence, or any other actions that are threatening, hostile or abusive in nature while on BrandSafway property or on BrandSafway business.

Anyone who commits or condones harassment may be subject to disciplinary action up to and including, but not limited to, suspension and termination of employment.

## III. Sexual Harassment

We are committed to the principle that no employee, officer, director or any person affiliated with BrandSafway should be subject to sexual harassment. We strive to provide a workplace environment that promotes respect, equal opportunity and is free from illegal discriminatory practices including sexual harassment.

We prohibit unwelcome sexual advances / sexual harassment, requests for sexual favors, and other verbal or physical conduct of a sexual nature as well as sexually- offensive displays in the professional setting or in any other manner or form. Retaliation against any employee who properly raises sexual harassment concerns or files a complaint of sexual harassment is strictly prohibited. After a confidential investigation, any person who is found to have sexually harassed or retaliated against another may be subject to disciplinary action up to and including, but not limited to, suspension and termination of employment.

## IV. Inappropriate Relationships

Consensual sexual or romantic relationships raise concerns of abuse of power when they involve a member of management and individuals over whom they have authority. Even when negative consequences to

the participants do not result, such romantic liaisons can potentially create a conflict of interest or expose the participants to accusations of unfair or preferential behavior from fellow employees. All employees should recognize the possible negative consequences of sexual or romantic liaisons in the workplace. Such relationships should be carefully considered by the participants and any concerns from other parties about the behavior of the participants or the effect their relationship may be having on the workplace should be reported to your Human Resources representative where not otherwise prohibited by law or regulation.

#### **V. Privacy in the Workplace**

We respect the privacy rights of employees. Personnel records, personally-identifiable information and other private information regarding our employees are retained only for business, legal or contractual purposes, and only as long as they are actually required by law, governmental regulation or are useful.

Access to employee records is limited to authorized BrandSafway employees who have a legitimate and pertinent business requirement to access the records. Personal employee information will not be provided to anyone outside of BrandSafway without proper authorization.

While seeking to maintain employee privacy, BrandSafway reserves the right, in accordance with applicable law, to monitor use of company property, including but not limited to offices, desks, lockers, bags, and vehicles, in accordance with applicable law. In addition, BrandSafway communications and computer systems such as computer networks, data files, e-mail, internet usage and voicemail may be monitored or accessed in accordance with applicable law by the company to ensure the integrity of the technology, protect against fraud and abuse, detect unauthorized access or use, and for other business purposes.

#### **VI. Unions and Labor Representation**

Where collective representation exists, BrandSafway strives to build a relationship with those representative organizations based on the principles of good faith and mutual respect.



# Environment, Health and Safety

Safety is BrandSafway's number one value. Nothing is more important to us than your safety along with the safety of your co-workers and our customers. We are dedicated to establishing and maintaining a safe and healthy workplace and to managing our business to minimize any impact on the environment. BrandSafway is committed to meeting or exceeding all regulatory requirements regarding employee health and safety and the protection of the environment.

Each BrandSafway employee has an important role in helping to promote a culture of safety and, therefore, every BrandSafway employee is expected to:

- Observe posted warnings and regulations.
- Immediately report to appropriate management any incident or injury sustained on the job or any environmental or safety concern you may have.
- Understand and comply with our Environment, Health and Safety (EHS) policies and manuals and periodic Safety Bulletins and Alerts that will be issued from time to time.
- Exercise their Stop Work Obligation any time they identify a task or operation where there are concerns that the control of EHS is at risk or there are potential Life-Saving Rules (LSR) violations.

## I. Safety Policies and Programs

We embrace an uncompromising commitment to protecting the environment and preserving the safety, health and wellness of our employees, customers, other contractors, the public and the environment.

Our culture of caring and engaging all employees in our EHS programs will inspire safe behavior and the proactive elimination of hazards. Our company is committed to:

- Enabling excellent EHS performance from our employees by providing specialized training, proper equipment and industry-leading procedures.
- Empowering employees to ensure BrandSafway provides safe products and services to our customers, to participate in our EHS successes and to reinforce safe work practices and behaviors.
- Observing and auditing our workplaces and human performance, including reinforcing positive behaviors and intervening as needed to ensure EHS objectives and ideals are achieved.
- Monitoring our EHS performance, using leading and lagging indicator data, trend analysis, employee input, health and safety committee feedback and industry best practices.
- Communicating our EHS performance results, corrective actions and preventive measures to employees, customers and other stakeholders.
- Improving our EHS Program and processes continuously to maintain industry-leading performance.

## **II. Alcohol and Drugs in the Workplace**

The misuse or abuse of alcohol and other drugs represents a significant concern to our employees and BrandSafway in terms of the losses in productivity in the workplace, accidents, absenteeism, lateness and disputes, as well as human and health costs to individuals, their families and the community.

We are dedicated to providing a safe work environment free of substance abuse. Employees must report to work fit to perform their duties, free from the influence of illegal or unauthorized drugs or alcohol. The use, possession, or distribution of illegal or unauthorized drugs or alcohol on company time, BrandSafway premises or customer locations is prohibited. BrandSafway management will report illegal activity to the proper authorities. Employees must also ensure that any prescription medication which they may be taking does not in any way effect or impede them in the performance of their duties.

In addition, employees may be requested to submit to announced, unannounced or random drug and/ or alcohol testing where such testing is allowed by local law. If the use of illicit or illegal drugs or alcohol is substantiated, BrandSafway may impose disciplinary action up to and including, but not limited to, suspension and termination of employment.

## **III. Protecting the Environment**

We are committed to taking all appropriate measures to assure that BrandSafway's products, services, transportation and waste management activities are consistent with best practices in environmental protection and local laws that apply to the protection and management of the environment. This includes assigning qualified personnel to manage BrandSafway's environmental controls programs, cooperating with government and industry groups to develop appropriate standards, managing our operating facilities to reduce or eliminate the release

of pollutants, informing employees and community residents about relevant environmental control matters, dealing only with reputable waste disposal contractors, and complying with all applicable laws and regulations. Employees are expected to comply with all applicable laws, rules and regulations pertaining to the protection of the environment.

In some jurisdictions, there are substantial penalties which apply to activities which harm the environment. These can apply to BrandSafway and to the employees involved.







# Disclosures to the Public

In order to ensure that all disclosures of BrandSafway information, including but not limited to, information relating to financial performance, material contracts, and other information important to investors, regulators and the general public, are accurate and in full compliance with applicable laws and regulations. All such disclosures are to be made only through specifically established channels. Unless you are specifically authorized to do so, BrandSafway employees and or third parties to whom this Code applies are prohibited from discussing BrandSafway affairs with securities analysts, representatives of the press or other media, government officials and other outside persons.

## I. Press Inquiries and Media Contact

Corporate spokespersons are available to respond to all media inquiries and to guard against the inadvertent disclosure of confidential or sensitive information. Employees should always direct media inquiries to BrandSafway's Vice President of Communications and Branding. Employees should never discuss BrandSafway matters with national or local media unless specifically authorized to do so.

## II. Government Inquiries and Investigations

It is our policy that all employees cooperate with all lawful requests for information from government and quasi-government investigating authorities or agencies. Employees should always deal honestly and truthfully with such officials and promptly report any such inquiries or investigations to a member of the Legal Department. If you are uncertain of the extent of your obligation to comply with a request for information from a government agency, you should seek guidance from BrandSafway's Chief Compliance Officer or Legal Department.

# Waivers & Conclusion

## WAIVERS

Waivers of this Code are not typically granted. Employees may submit written requests for waivers to the Chief Compliance Officer.

## CONCLUSION

Evaluating the proper course of conduct in every situation is neither simple nor mechanical. This Code does not aim to address every circumstance where ambiguity may exist or questions may arise. Every employee is encouraged to actively approach such situations, exercise good judgment, thoroughly inform themselves and promptly report any suspected violations. Only by following the guidelines in this Code can we maintain, and continue to grow, our hard-won reputation for integrity and ethical conduct.



Brand Industrial Services, Inc.  
1325 Cobb International Dr., Ste A-1 | Kennesaw, GA USA 30152  
BrandSafway.com



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## **Policy Overview**

At BrandSafway, we understand that social media can be a rewarding way to share one's life and opinions with family, friends and co-workers around the world. However, as representatives of our company, BrandSafway employees need to understand the risks and responsibilities involved with using social media. These guidelines are not intended to govern or restrict the personal online presence of BrandSafway employees, nor are they intended to restrict employee rights to engage in concerted, protected activity with fellow employees regarding the terms and conditions of employment. These guidelines are intended to help BrandSafway employees make informed and thoughtful decisions about their activity on any social media platform or internet site.

This policy applies to all employees of BrandSafway, except employees in Belgium, France, and Germany. For these countries, please refer to the local policy for guidelines on this topic. This policy does not apply to contingent labor in the U.S.

As a BrandSafway employee, you are required to read, understand and adhere to the requirements of this policy in its entirety. However, for your convenience, you can click on the following section links if you need to refer to a specific component of this policy.

- [Definitions](#)
- [Logos, Copyrights and Trademarks](#)
- [Company Social Media](#)
- [Personal Social Media](#)
- [Using Social Media at Work](#)
- [IT Security Awareness Training](#)
- [Policy Violations](#)
- [Related Documents](#)

Where applicable law or a collective bargaining agreement (CBA) supersedes or supplements the requirements in this policy, applicable law or the CBA will apply to the extent it supersedes or supplements.

If you have questions about this policy, please reach out to your manager, HR business partner or the Communications and Branding team.

## **Definitions**

For the purposes of this policy, social media is defined as any means of communicating or posting information or content of any sort on the internet, including on your own or someone else's personal forum, blog, wiki, social network account (e.g., Facebook, Instagram, TikTok, Twitter, YouTube, LinkedIn, etc.), personal websites, whether or not associated or affiliated with BrandSafway, as well as any other form of social electronic communication.

## **Logos, Copyrights and Trademarks**

BrandSafway expects employees to show proper respect for the laws governing copyright, fair use of copyrighted material owned by others, trademarks, and other intellectual property, including BrandSafway's own copyrights, trademarks, logos and brands. BrandSafway employees should refrain from using company logos on their own personal social media platforms.

## **Company Social Media**

BrandSafway has company social media pages on Facebook and LinkedIn as well as a YouTube channel, which are managed by the Communications and Branding team. Employees are not authorized to create, post or repost any social media content on behalf of BrandSafway, unless specifically authorized to do so by the Communications and Branding team. Employees are authorized and encouraged to share official

BrandSafway posts with their networks where applicable.

If you have a suggested post, photograph or video that you would like to submit for posting on the BrandSafway company social media pages, YouTube channel or one of our company internet sites, please send it to your corporate Communications and Branding team representative for consideration.

### **Personal Social Media**

BrandSafway's principles and guidelines also apply to our employees' personal online activity. Before creating online content, employees should consider the risks that are involved and outlined below. Ultimately, each employee is solely responsible for their posts online.

- **Confidentiality:** Maintain the confidentiality of BrandSafway's, its clients' and its affiliates' trade secrets and private, proprietary or confidential information, and be aware of client non-disclosure agreements when posting and acting in a personal capacity.
  - Trade secrets may include information regarding the development of systems, processes, products, know-how and technology, as well as customer jobsite information.
  - Do not post internal BrandSafway reports, policies, procedures or other internal or external business-related communications.
- **Permanence:** It's important to keep in mind that any content you share may be public for an indefinite period of time, even if you attempt to modify or delete it later.
- **Respect:** Consider BrandSafway's Code of Conduct and always be fair and courteous when utilizing social media.
  - Hate speech will not be tolerated. Hate speech is defined as abusive or threatening speech or writing that expresses prejudice against a particular person or group, especially on the basis of gender, race, religion or sexual orientation.
  - Posts promoting violence of any kind will not be tolerated.
  - Any content that includes offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment through offensive comments will not be tolerated.
  - Harassment, bullying, discrimination, or retaliation is not permissible in the workplace is not permissible online, even if it is done after hours, from home or on home computers.
- **Personal Responsibility and Liability:** Employees should make sure that they are as honest and accurate as possible when posting information or news, and if a mistake is made, it should be corrected as quickly as possible.
  - Never post any information that has not been already made public on BrandSafway's website or social media platforms or rumors that are unsubstantiated and/or known to be false about BrandSafway, fellow employees, clients, vendors, or any other member of the BrandSafway community.
  - In the event that any third-party claims are brought against BrandSafway as a result of an employee's unlawful blogging or other social media activity, that employee will be held responsible for any costs or damages incurred as a result.

### **Using Social Media at Work**

Employees should refrain from using social media while on work time or on equipment provided by BrandSafway, unless it is work-related and/or authorized by the employee's manager and consistent with BrandSafway's policies. In addition, when performing work at a customer's facility, employees must comply with all safety regulations put forth by BrandSafway and the customer.

- Employees are not permitted to use a BrandSafway email address to register on social networks, blogs or other online tools utilized for personal use.
- BrandSafway employees are not authorized to post any statements, photographs, video or audio that



## Global Communications and Social Media Policy

is related to their work, any BrandSafway jobsites or projects, or a customer's facility, unless authorized by the corporate communications and branding team.

### IT Security Awareness Training

Employees will be required to take an annual IT Security Awareness training that will provide an understanding of the associated personal and business risks related to social media posting.

### Policy Violations

Any employee, supervisor or manager who violates this policy will be subject to disciplinary action, up to and including termination.

### Related Documents

[Global Media Relations Policy](#)

## Policy Overview

At BrandSafway, every employee plays a key role in creating the best possible work environment for themselves and their team members as well as ensuring the safety and security of our offices and jobsites. All employees are expected to follow basic, common-sense rules of conduct that will protect everyone's interests and safety, while on company premises, attending company functions or otherwise performing work-related activity. This policy is intended to provide examples of conduct violations and the corresponding consequences.

This policy applies to all employees of BrandSafway, except employees in Belgium, France, Germany, the Netherlands and Romania. For these countries, please refer to the local policy for guidelines on this topic. This policy does not apply to contingent labor in the U.S.

As a BrandSafway employee, you are required to read, understand and adhere to the requirements of this policy in its entirety. However, for your convenience, you may click on the following section links if you need to refer to a specific component of this policy.

- [Conduct Violations](#)
- [U.S. At-Will Employment](#)
- [Related Documents](#)

Where applicable law or a collective bargaining agreement (CBA) supersedes or supplements the requirements in this policy, applicable law or the CBA will apply to the extent it supersedes or supplements.

If you have questions about this policy, please reach out to your manager, HR representative, or HR Compliance at [HRCompliance@BrandSafway.com](mailto:HRCompliance@BrandSafway.com).

## Conduct Violations

Below are examples of conduct violations. This list is not meant to cover every possible scenario or violation, but rather is meant to provide general direction and guidance. Any conduct violation may result in disciplinary action up to and including termination.

- Failure to maintain workplace-appropriate attire, personal hygiene and grooming
- Failure to treat employees with respect
- Acting in an unprofessional manner when interacting with customers or co-workers
- Violation of an attendance or timekeeping policy
- Violation of a paid time off policy (e.g., sick time, vacation, bereavement, etc.)
- Violation of the BrandSafway Code of Conduct
- Falsification or misrepresentation of employment records, employee timesheets, employment information or other records, including making false accusations about policy or conduct violations
- Failure to report known violations of BrandSafway policies and procedures
- Violation of a background check policy
- Violation of an IT policy

- Gambling on BrandSafway premises or job sites
- Using recording devices (e.g., voice recorders, digital cameras or cell phones) to capture images or audio while on BrandSafway's or the customer's premises or while conducting BrandSafway business unless taken for purposes protected by applicable law or expressly written and authorized by management
- Disclosure of BrandSafway confidential information or unauthorized disclosure of BrandSafway proprietary information (secrets)
- Violation of personnel policies
- Unsatisfactory performance or conduct
- Smoking in prohibited areas
- Boisterous or disruptive activity in the workplace
- Any form of hate speech, which is defined as abusive or threatening speech or writing that expresses prejudice against a particular group, especially on the basis of race, religion or sexual orientation
- Violating any safety, health or security policy, rule or procedure, or failing to report an incident or violation
- Committing a fraudulent act or intentional breach of trust under any circumstances
- Theft or the deliberate or careless damage of any BrandSafway property or the property of any employee or client
  - Use of BrandSafway materials, supplies, tools or products for personal reasons without advanced permission from management
- Violation of the anti-favoritism policy
  - Failure to disclose a relationship that may create a conflict of interest
  - Failure to disclose a restraining order between co-workers
- Violation of a substance abuse policy
  - Possessing, distributing, selling, transferring or using or being under the influence of alcohol or drugs in the workplace
- Violation of a workplace violence policy
  - Provoking a physical fight or engaging in physical fighting during working hours or on premises owned or occupied by BrandSafway
  - Carrying firearms, weapons or dangerous substances at any time and at any location where BrandSafway employee are performing work, whether at a BrandSafway-owned location or a job site, unless state law allows otherwise
- Violation of a workplace harassment, discrimination, or retaliation policy
  - Using abusive, violent, threatening or vulgar language at any time during working hours or while on premises owned or occupied by BrandSafway
  - Engaging in repeated bullying, threatening, humiliating, or intimidating mistreatment, whether verbal, physical, through gestures, or by exclusion of any person or group of people
  - Road rage while driving a company vehicle

**U.S. At-Will Employment**

In the U.S., employment may be terminated at-will by either the employee or the Company at any time for any reason, with or without cause, and with or without notice. These examples of conduct violations do not alter or limit the employee's at-will status.

**Related Documents**

[Global Code of Conduct](#)

## Electronic Media Use Policy

### I. PURPOSE

The purpose of this Policy is to identify permitted and prohibited conduct when employees, officers and directors of Brand Industrial Services, Inc. and all subsidiaries and affiliates ("BrandSafway" or "Company") use the Company's Electronic Media and Services. More specifically, this Policy is designed to encourage clear and consistent communications with Company customers and the media, to protect the trade secrets and intellectual property rights of the Company, and to promote compliance with all applicable laws. This policy applies to all Company employees, officers, and directors except where prohibited, superseded or modified by applicable local laws or regulations in which case such local laws or regulations shall supersede or supplement this policy as permitted by law.

### II. DEFINITIONS

- A. "Internet" means a global system of interconnected computer networks.
- B. "Electronic Media and Services" means the Internet (including the World Wide Web, torrent sites, Internet telephony, Blogs, Chat Rooms, Social Networks, and email), BrandSafway's Intranet site called BrandSafway Communications Portal, intra Company e-mail, wireline or wireless Internet services, PCs, tablets, cell phones, smartphones, printers, software, and any other communication and electronic devices and technologies that may be developed and used by employees to perform their duties. Electronic Media and Services includes media and services wherever accessed, including any remote location, including one's home, and however accessed, including devices owned by the Company and devices owned by the employee.
- C. "Electronic Media Advisory Council" means the following designees: Executive Vice President and Chief Legal Officer, Chief Information Officer, Executive Vice President- Chief Human Resources Officer, or such other employees as may be appointed from time to time by the Company.
- D. "Information" means any electronically-stored information that includes, without limitation, text, data, email, email attachments, pictures, animations, sounds, video clips, or computer software.
- E. "Trade Secret" means information that derives independent economic value from not being generally known or readily ascertainable through proper means (by competitors or others who can obtain economic value from the information) and which is the subject of reasonable efforts to maintain its secrecy.
- F. "Social Media" means any website or medium, including video, that allows for public communication. This includes, but is not limited to, LinkedIn, Facebook, Twitter, YouTube, podcasts, blogs, and self-hosted sites.

Other capitalized terms are as defined in this Policy.

**III. PERMITTED USES**

The Company's decision to provide access to Electronic Media and Services was intended to further and protect Company interests by providing employees with additional tools to better perform their duties. Permitted uses include:

- A. Communication (corporate, marketing and individual employee);
- B. Research (business, legal, market and technical);
- C. Employee education (within the scope of employment);
- D. Limited personal use (only when occasional, incidental, or as otherwise authorized and subject to monitoring as set forth below); and
- E. Other uses which an employee in good faith believes will improve his or her job performance and which are not otherwise prohibited.

**IV. PROHIBITED USES**

- A. Company Policies. Employees must comply with all Company policies while using Electronic Media and Services.
- B. Company Information
  1. Confidential or sensitive proprietary or business Information. No employee may use Electronic Media and Services to transmit any Information containing Company Trade Secrets or proprietary business information considered confidential or sensitive without prior approval from the Electronic Media Advisory Council or an authorized Company representative.
  2. Attorney/Solicitor - Client communication. No attorney/solicitor-client communications or work-product may be transmitted via Electronic Media and Services except as otherwise approved by the Electronic Media Advisory Council or an authorized Company representative.
- C. In addition to exercising common business sense to avoid unlawful or improper conduct, all employees who use Electronic Media or Services are strictly prohibited from engaging in any of the following:
  1. **Purchasing or installing computer hardware** - All hardware must be centrally purchased through the Information Technology Department. This includes, but is not limited to, servers, PC's, laptops, hard drives, monitors, printers, copiers, fax machines, handheld devices, and scanners.
  2. **Purchasing or installing software** - All software must be centrally purchased through the Information Technology Department. Once proper software licensing is acquired and documented, software will and can only be installed by the Information Services Department;

3. **Download or upload any software over the Internet** - This includes, but is not limited to, demo versions, shareware, freeware, screensavers, music, Internet applications, instant messengers, or toolbars;
4. **Defamation** - to transmit any Information that is knowingly false or defamatory with respect to a person, business, product, or service;
5. **Fraud** - to transmit any Information that an employee knows or has reason to know is false and that they intend for others to rely upon;
6. **False Advertising** - to transmit advertising or promotional Information that contain false, deceptive, or misleading representations, including any promotional communications made about BrandSafway that do not disclose the individual's employment relationship with BrandSafway;
7. **Unsolicited Advertising** - to transmit any unsolicited advertising or promotional Information to other individuals or entities, except in those cases where such activities are expressly allowed (e.g., the Company's Web Site);
8. **Copyright Violations** - to receive or transmit any Information that infringes another person's or entity's copyright in all or any part of a work;
9. **Trademark, Service Mark, and Trade Dress Violations** - to receive or transmit any Information that infringes another person's rights in his or her trademark, trade dress, or service mark;
10. **Trade Secret Violations** - to receive or transmit any Information that reveals Trade Secrets or proprietary information belonging to any person, business, or entity;
11. **Obscenity** - to receive or transmit any Information containing an obscene or sexually explicit image or other content;
12. **Harassment, Threats, and Abuse** - to use Company property to harass, threaten, abuse, embarrass, or cause distress or unwanted attention to any person or entity, including the use of vulgar, hateful, racially/ethnically-motivated, or otherwise objectionable information;
13. **False Pretenses** - to impersonate any person, including, without limitation, a Company official or information provider, or communicate under a false name intended to mislead others as to the source of the communication;
14. **Chain Letters or Pyramid/Ponzi Schemes** - to transmit any chain letters, pyramid schemes, or messages that purport to offer a product or service based on the structure of a chain letter or pyramid scheme;
15. **Violations of Service Providers' Rules** - to use Company property to violate any operating rule, policy, or guideline of any Company-approved online service or Internet access provider;

16. **Viruses and Systems Abuse** - to abuse Company system resources by causing any harm to the system that inhibits other employees' ability to effectively use the system, including, but not limited to, sending/receiving Information that has not first been checked by Company-approved anti-virus software; connecting to radio stations or audio services through the Internet without prior Company approval;
17. **Usenet** - to post any message on behalf of the Company, regardless of content, to any Usenet news group without prior Company approval;
18. **Blogging** - to post the Company's confidential business, proprietary or trade secret information on an Internet diary or log ("blog");
19. **Invasion of Privacy; Hacking** - to intentionally or recklessly invade the privacy of any person or to access or attempt to access confidential or private information which they are not authorized to obtain;
20. **Commercial Enterprises** - to use Company property to carry on any legal or illegal commercial enterprise of any kind, including gambling, the sale of any goods/services, or any other activity in violation of applicable federal, state, or local law; or
21. **Encryption** - except as otherwise approved, to use encryption software or to transmit any Information which may be regulated by Federal ITAR or other export laws.

**The above list is not exclusive and common sense also must be exercised. Should you have any question regarding the meaning of any of the above prohibitions or have any question regarding the appropriateness of a certain use, ask the Electronic Media Advisory Council for guidance.**

## V. PERSONAL SOCIAL MEDIA

When using social media, all of the following guidelines must be observed:

- A. Your public communications concerning the Company must not violate any guidelines set forth in the employee handbook and all other Company policies.
- B. If you express an opinion about the Company, its products or services in a promotional context, you are required to state that you are employed by the Company. Where your connection to the Company is apparent, make it clear that you are not speaking on behalf of the Company. Include the disclaimer: "The views expressed on this [Blog, Website, Network] do not necessarily reflect the views of my employer."
- C. Use a personal email address (not your BrandSafway provided email address) as your primary means of identification.
- D. Be respectful when communicating or posting online. It is unacceptable to communicate or post information that defames BrandSafway, its employees, ex-employees, customers, business associates, vendors, competitors.
- E. All Company employees are subject to the Company's Code of Conduct in every public setting. The Code of Conduct is applicable to your personal activities online. If your use of

social media violates the Code of Conduct, you will be subject to discipline, up to and including termination.

- F. Human Resources is responsible for providing references to employees, in accordance with Company policy, as well as to comply with federal and state or provincial employment laws. Managers and supervisors should not provide references for current or former employees via social networking sites (e.g., LinkedIn).
- G. Social media is not for everyone, and many employees choose not to socialize with their co-workers, via social media or otherwise. To this end, employees are not required to connect with any co-worker or to “friend” them on social media sites. Employees are prohibited from threatening other employees to coerce them into social media activities.

## **VI. BUSINESS SOCIAL MEDIA**

Some employees may also be authorized, requested, or required to utilize Electronic Media and Services as part of their assigned job duties and responsibilities. Such employees are subject to the following, additional requirements and expectations:

- A. All social media accounts, developments, and intellectual property (including computer programs, blogs, copyrighted works, online journals, and profiles on social networking sites such as Twitter, Facebook, LinkedIn, YouTube, etc.) created or used by employees at the direction of the Company, and / or in the course of their job responsibilities, are “Company Work Product,” and belong solely to the Company.
- B. The Company shall own and have the right to control all Company Work Product whether an employee opens the account or uses, manages, or accesses it. Company Work Product includes any and all log-in information, data, passwords, trademarks, and content related to the account, including all followers, friends, connections, subscribers, and contacts. Company Work Product shall include no social media accounts that are created or used by employees exclusively for their own personal use. The Company shall not require or request employees to provide personal social media account information or passwords in accordance with applicable laws. To this end, personal accounts should be kept separate from business accounts.
- C. Employees agree they will not create, develop, or maintain any Company Work Product without the Company’s express prior authorization. All approved Company Work Product shall where possible be registered, in whole or in part, using the Company’s name and contact information, or a Company-issued e-mail address. After registration, the login and password information for all Company Work Product, which employees agree to keep confidential, shall be promptly reported to the Information Technology Department and shall not be changed without prior written authorization from the Information Technology Department.
- D. Upon the Company’s request during employment or immediately after separation from employment with the Company, employees shall cease accessing, using, updating, or modifying the Company Work Product.

- E. Upon separation of employment from the Company, employees understand that the Company will retain ownership and control of all Company Work Product created or used during their employment, including all related data and information. Prior to separation of employment, employees agree to provide to the Company the login information, including the administrative rights, usernames and passwords, for Company Work Product they created, modified, or used. Employees will also agree to assist the Company, both during and after employment, with the transition and maintenance of Company Work Product created or used by them during employment, including providing information that may be necessary to ensure the Company can access the Company Work Product.
- F. Employees with questions about creating or managing a social media account for the Company, should contact the Marketing and Communications team for permission, guidelines, and restrictions related to the creation, development, and maintenance of Company Work Product and all business use of social media.

**VII. VIOLATIONS**

Violations of this Policy should be reported to the Electronic Media Advisory Council or any appropriate Company representative. The above guidelines are not “all-inclusive”. Violation of this policy or lack of good judgment may result in disciplinary action ranging from a warning to termination of employment. Nothing in this Policy should be construed as restricting or prohibiting the exercise of any activity protected under the National Labor Relations Act or relevant provincial labour or employment legislation.

**VIII. COMPANY MONITORING**

The Company will regularly monitor use of Electronic Media and Services. Employees have no right or expectation of privacy in the use of Electronic Media and Services. The Company owns all Electronic Media and Services and permits employees to use them in the performance of their duties for the Company. All information stored on company provided devices, (computers, phones, cameras, etc.) is property of the company.

**IX. ELIGIBILITY**

Access to Electronic Media and Services is available only to those employees who review this Policy and acknowledge its receipt by signing and obtaining the signature of his or her supervisor, and forwarding the completed form to the **Human Resources Department**.

**X. NO CONTRACT**

This policy is not intended and shall not be construed to create a contract for employment or restrict the Company's rights with respect to any at-will employees. The Company reserves the right to amend, modify, or remove any provisions of this Policy at any time in practice or in writing and with or without prior notice. Any such changes are within the sole discretion of the Company.



Name of Employee: \_\_\_\_\_

Employee No.: \_\_\_\_\_

Employee Title: \_\_\_\_\_

Branch/Dept.: \_\_\_\_\_

I understand that, as a condition of being provided with Electronic Media and Services, all employees must read and sign the Company's Electronic Media Use Policy. I hereby acknowledge that I understand its contents. I also understand that the Company may change any provision of the Policy at any time without prior notice and that such changes are within the sole discretion of the Company.

**The original signed policy is to be forwarded to the Human Resources Department. A signed copy is to be kept by the employee.**

EMPLOYEE SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

Supervisor or Corporate Recruiter's signature is required before access to Electronic Media and Services will be provided.

SUPERVISOR/CORPORATE RECRUITER'S SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

## Employee Safety Pledge & Life-Saving Rules – Employer Copy

### Employee Pledge

Within BrandSafway, SAFETY is our #1 VALUE, and if ever there is a conflict with production, safety will take PRIORITY #1.

Although we have a dedicated and qualified staff of safety professionals and ALL managers must support safety in every way possible, safety really starts with YOUR personal commitment and individual responsibility as well as YOUR day-to-day actions and behaviors.

To ensure that every employee understands the importance of safety and personal responsibility, we require our employees to read, understand and acknowledge receipt of this Safety Pledge. In return, BrandSafway pledges to provide the education, tools and support to do its part to maintain a safe environment for its employees, customers, and those using its equipment. Together, ALL of us must do our part to protect our own safety as well as the safety of others.

- I understand and agree safety and safe practices start with me.
- I am committed to working safely because my family and co-workers need me.
- I will watch out for my fellow co-workers and their safety.
- I understand that I have the authority and must stop work and/or speak up if I see dangerous or illegal actions.
- I understand I must tell my supervisor if I am unable to work or perform a specific task safely (which could be due to illness, physical requirements, medications, an injury, being overly-tired or another reason).
- I will always use appropriate personal protective equipment and other safety devices when necessary.
- I will be aware of work being performed by others around me, and I will take appropriate safety precautions.
- I will do my best to understand and comply with our company's and our customers' safety policies. If I am ever uncertain of the policies, I will stop work and ask for guidance.
- I will promptly report all work-related injuries and near hits no matter the severity.
- I will not drive when I am sleepy or otherwise not fit to drive. If necessary, I will contact my supervisor or another company representative, and I understand the company may arrange for alternative transportation or accommodations.

In addition to the bullets above, ask yourself the following questions prior to conducting your work tasks:

1. What is really important to me?
2. Have I completed this task before and do I feel safe doing so again (any concerns)?
3. Am I committed to completing the job correctly and not take short cuts?
4. Do I have the courage to stop work if I think it is proceeding unsafely?

If you answered no to questions 2-4, STOP work and notify your supervisor immediately!

## **Life-Saving Rules**

Throughout BrandSafway, the “Life Saving Rules” are also part of our continued commitment to creating the safest work environment for all of our employees. The Life Saving Rules have been adopted to protect the health and safety of our employees and those working around us. They also help to protect the environment. The rules are developed from industry lessons and are a core component of our overall EHS culture and commitment to ensure our employees go home every day to their family and friends in the same condition they arrived to start the day.

They are intended to be followed by all employees across all businesses and operations. Because of the importance of these Rules, violation of them will subject the employee(s) involved to severe consequences, which it is anticipated will in most cases be immediate termination. Although the Life Saving Rules are an important part of establishing a cultural foundation for achieving “zero incidents,” they are of course not an exclusive or exhaustive list of inappropriate or unsafe behaviors and other (in)actions not contained in the Life-Saving Rules may also subject an employee to discipline and consequences up to and including immediate termination.

- 1. Use your stop work obligation**
- 2. Follow all fall protection/ tie-off requirements**
- 3. Operate vehicles and equipment safely**
- 4. Practice proper material handling**
- 5. Never disable or bypass a safety device**
- 6. Ensure proper lock out/tag out**
- 7. Plan for safety**
- 8. Report to work fit for duty**
- 9. Practice safe driving**
- 10. Follow confined space procedures**

To the extent that any rules contained herein conflict with the terms or policies of any applicable collective bargaining agreement, the terms or policies of the collective bargaining agreement shall govern. I acknowledge receiving, reading and understanding the Employee Safety Pledge and these Life-Saving Rules:



# New Health Insurance Marketplace Coverage Options and Your Health Coverage

Form Approved  
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## PART A: General Information

When key parts of the health care law take effect in 2014, there will be a new way to buy health insurance: the Health Insurance Marketplace. To assist you as you evaluate options for you and your family, this notice provides some basic information about the new Marketplace.

### What is the Health Insurance Marketplace?

The Marketplace is designed to help you find health insurance that meets your needs and fits your budget. The Marketplace offers "one-stop shopping" to find and compare private health insurance options. You may also be eligible for a new kind of tax credit that lowers your monthly premium right away. Open enrollment for health insurance coverage through the Marketplace begins in October 2013 for coverage starting as early as January 1, 2014.

### Can I Save Money on my Health Insurance Premiums in the Marketplace?

You may qualify to save money and lower your monthly premium, but only if your employer does not offer coverage, or offers coverage that doesn't meet certain standards. The savings on your premium that you're eligible for depends on your household income.

### Does Employer Health Coverage Affect Eligibility for Premium Savings through the Marketplace?

Yes. If you have an offer of health coverage from your employer that meets certain standards, you will not be eligible for a tax credit through the Marketplace and may wish to enroll in your employer's health plan. However, you may be eligible for a tax credit that lowers your monthly premium, or a reduction in certain cost-sharing if your employer does not offer coverage to you at all or does not offer coverage that meets certain standards. If the cost of a plan from your employer that would cover you (and not any other members of your family) is more than 9.5% of your household income for the year, or if the coverage your employer provides does not meet the "minimum value" standard set by the Affordable Care Act, you may be eligible for a tax credit.<sup>1</sup>

**Note:** If you purchase a health plan through the Marketplace instead of accepting health coverage offered by your employer, then you may lose the employer contribution (if any) to the employer-offered coverage. Also, this employer contribution -as well as your employee contribution to employer-offered coverage- is often excluded from income for Federal and State income tax purposes. Your payments for coverage through the Marketplace are made on an after-tax basis.

### How Can I Get More Information?

The Marketplace can help you evaluate your coverage options, including your eligibility for coverage through the Marketplace and its cost. Please visit [HealthCare.gov](http://HealthCare.gov) for more information, including an online application for health insurance coverage and contact information for a Health Insurance Marketplace in your area.

<sup>1</sup> An employer-sponsored health plan meets the "minimum value standard" if the plan's share of the total allowed benefit costs covered by the plan is no less than 60 percent of such costs.

## PART B: Information About Health Coverage Offered by Your Employer

This section contains information about any health coverage offered by your employer. If you decide to complete an application for coverage in the Marketplace, you will be asked to provide this information. This information is numbered to correspond to the Marketplace application.

3. Employer name	4. Employer Identification Number (EIN)	
5. Employer address	6. Employer phone number	
7. City	8. State	9. ZIP code
10. Who can we contact at this job?		
11. Phone number (if different from above)	12. Email address	

You are not eligible for health insurance coverage through this employer. You and your family may be able to obtain health coverage through the Marketplace, with a new kind of tax credit that lowers your monthly premiums and with assistance for out-of-pocket costs.

## **Policy Overview**

This policy outlines BrandSafway's restrictions for distributing non-work-related materials/literature and soliciting funds, donations, and/or signatures in activities or groups. BrandSafway respects the interests of its employees to be informed. At the same time, BrandSafway believes that solicitation and distribution of literature that has not been approved can be disruptive in the work environment.

This policy applies to all employees of BrandSafway, except employees in Belgium, France, Germany and the Netherlands. For these countries, please refer to the local policy for guidelines on this topic. This policy also applies to contingent labor, external visitors, partners and customers that may be on company premises during working hours.

As a BrandSafway employee, you are required to read, understand and adhere to the requirements of this policy in its entirety. However, for your convenience, you may click on the following section links if you need to refer to a specific component of this policy.

- [Definitions](#)
- [Non-Employees Requirements](#)
- [Employee Requirements](#)
- [Policy Violations](#)
- [Related Documents](#)

Where applicable law or a collective bargaining agreement (CBA) supersedes or supplements the requirements in this policy, applicable law or the CBA will apply to the extent it supersedes or supplements. This policy does not refer to any kind of work-related matters. Employees can discuss and request assistance or participation in work-related projects. Discussions that fall under the scope of laws protecting unionizing are also excluded from this policy.

If you have questions about this policy, please reach out to your manager, HR representative, or HR Compliance at [HRCompliance@BrandSafway.com](mailto:HRCompliance@BrandSafway.com).

## **Definitions**

Work Area refers to any area on premises where BrandSafway employees work (jobsites, offices, meeting rooms, reception etc.) This definition excludes cafeterias, common rooms, hallways, parking lots or other places where employees don't usually perform their job duties.

Working hours refers to any period of time during which an employee is expected to carry out their job duties. This includes the working hours of both the employee doing the solicitation or distribution and the employee(s) to whom it is directed. This definition excludes meal or rest breaks.

Solicitation is any form of requesting money, support, or participation for products, groups, organizations or causes which are unrelated to BrandSafway. These include but are not limited to:

- Seeking funds or donations for a non-profit organization
- Requesting signatures for a petition
- Selling merchandise or services
- Requesting support for a political candidate
- Engaging in religious promotion or persuasion

Distribution refers to distributing literature or materials for commercial, religious or political purposes.

## **Non-Employee Requirements**

Non-employees are strictly prohibited from performing any forms of solicitation and distribution on BrandSafway premises unless previously authorized by senior management.

**Employee Requirements**

As an employee, you may solicit from your colleagues upon approval from management, unless otherwise allowed under the National Labor Relations Act (NLRA), and if you are soliciting for the following reasons:

- Ask colleagues to help organize celebratory events or to help support fellow employees due to unforeseen or other personal circumstances (e.g. adoption/birth of a child, promotion, retirement, major accidents, home fire/flood, death of a fellow employee, etc.)
- Seek support for a cause, charity or fundraising event sponsored, funded, organized or authorized by our company.
- Invite colleagues to employee activities for an authorized non-business purpose (e.g. recreation, volunteering.) Consult with legal when authorizing recreational or volunteer events to determine if a waiver is needed.
- Invite colleagues to participate in employment-related activities or groups protected by law (e.g. trade unions.)

In all cases, we ask that you do not disrupt or distract your colleagues from their work. We also prohibit unauthorized solicitation and distribution as well as offensive solicitation or distribution or solicitation for personal profit, which includes but is not limited to:

- Selling goods for personal profit
- Requesting support or funding for political campaigns
- Unauthorized posting of non-work related material on company bulletin boards
- Solicitating or distributing non-business literature to customers, partners and vendors.
- Persuading others to join groups or initiatives that violate BrandSafway's non-discrimination and equal opportunity policies.

Employees have the legal right to refuse assistance or participation in any kind of activities or affiliation with any organization. Employees should not be forced, coerced or harassed in to support fundraising events, collections, purchasing of merchandise or other activities.

This policy applies in the same manner to all individuals or groups.

**Policy Violations**

Any employee, supervisor, or manager who violate this policy will be subject to disciplinary action, up to and/or including termination.

**Related Documents**

## Policy Overview

BrandSafway employees may have a need to verify their employment for a variety of reasons, including but not limited to purchasing a new home, obtaining a personal loan, etc. Additionally, prospective employers, financial institutions, and/or other agencies may contact BrandSafway regarding a former or current employee. This policy outlines how to respond to employment verification or reference checks as well as how employees may obtain employment verification.

This policy applies to U.S. BrandSafway employees. This policy does not apply to contingent labor.

As a BrandSafway employee, you are required to read, understand and adhere to the requirements of this policy in its entirety. However, for your convenience, you may click on the following section links if you need to refer to a specific component of this policy.

- [Employment Verification Requests](#)
- [Employment Data Reports](#)
- [Employment Verification for Former Department of Transportation \(DOT\) Employees](#)
- [Completing Reference Checks](#)
- [Policy Violations](#)

Where applicable law or a collective bargaining agreement (CBA) supersedes or supplements the requirements in this policy, applicable law or the CBA will apply to the extent it supersedes or supplements. Any exceptions to this policy must be approved by the HR VP in partnership with HR Compliance.

If you have questions about this policy, please reach out to your manager, HR representative or HR Compliance team at [hrcompliance@brandsafway.com](mailto:hrcompliance@brandsafway.com).

## Employment Verification Requests

BrandSafway has selected The Work Number (TWN), the leading provider of automated employment and income verifications, as the main provider of employment verifications. Most BrandSafway locations utilize The Work Number and should direct all employment verification requests through this resource.

**Note:** If the employment verification request is for former employees who held a driver role regulated by the Department of Transportation (DOT), please review the [Employment Verification for Former Department of Transportation \(DOT\) Employees](#) section of this policy.

All employment verification requests should be directed to TWN at (800) 367-5690 or [www.theworknumber.com](http://www.theworknumber.com). BrandSafway's Employer Code is 11799 or 13874.

SafeWorks, SwingStaging, and Safway Atlantic do not utilize The Work Number at this time. All employment verification requests for employees or former employees of SafeWorks, SwingStaging, or Safway Atlantic should be directed to the respective Human Resources representative or Payroll representative that will adhere to the following guidelines for completing employment verifications:

- Only dates of employment (start/term date) are to be shared upon request for employment verification. No employees are authorized to share any further information (i.e., performance, attendance, reasons for termination, etc.).
- All requests for income or salary verification must have the employees consent for the verification in writing.

Government or legal requests for background information or personnel file information should be directed to the HR Compliance team at [hrcompliance@brandsafway.com](mailto:hrcompliance@brandsafway.com). **Note:** Legal request for employee



## U.S. Employment Verification and Reference Check Policy

information related to an employee's immigration status should be handled in accordance our [U.S. Immigration Policy](#).

### Employment Data Reports

Employees can access an Employment Data Report that provides current and historical employment and income information on TWN's database, as well as a list of all verifiers who have requested your information in the previous two years. Because TWN's database complies with the Fair Credit Reporting Act, the Employment Data Report is available to you for free.

- Go to [www.theworknumber.com](http://www.theworknumber.com) and click on "Solutions" then "Employment Data Report" to learn more
- Otherwise, you may call 866-604-6570 for the EDR Request Line

If you notice inaccurate information on your Employment Data Report or if you would like freeze availability your employment information to verifiers, you may call TWN Employee Service Center for assistance.

### The Work Number (TWN) Employee Service Center

- 866-222-5880 M-F 8:00 am - 8:00 pm (ET)
- TTY- hearing impaired: 800-424-0253
- The Employer Code is 11799 or 13874

Employees are also able to login to The Work Number (TWN) via the following instructions:

- Go to [www.theworknumber.com](http://www.theworknumber.com)
- Select "Log In" and follow the simple prompts
- Enter the Employer code 11799 or 13874
- If this is your first time – select "Register Now"
- If you are returning user – enter your username and password
- The screens prompts will guide you through the steps to verify your identity and keep your account private while offering helpful messages, if you have problems.

### **Employment Verification for Former Department of Transportation (DOT) Employees:**

Any document or request for information for employment verification checks for former DOT employees must be directed to the Corporate Transportation Safety Manager, who will work with the appropriate branch personnel to properly respond to such requests. No other company representative is authorized to fill out these forms unless designated and approved by the Corporate Transportation Safety Manager.

The Department of Transportation regulates certain vehicles and the employees who operate them. There are very specific regulations to direct drivers of vehicles with a gross weight rating over 10,000 pounds ("DOT Regulated Driver"). One regulation requires employers hiring a new DOT Regulated Driver to conduct certain background and reference checks relating to the driver. After receipt of an appropriate request, previous employers have 30 days to provide required information about a DOT Regulated Driver. Equally, other employers may contact BrandSafway to obtain this information on previous employees.

### **Completing Reference Checks**

BrandSafway does not provide verbal or written reference checks and no employee is authorized to provide a reference check either written or verbal on behalf of BrandSafway.

### **Policy Violations:**

Any employee, supervisor, or manager who violates this policy will be subject to disciplinary action, up to and/or including termination.

## Background Check Additional Disclosures

**Colorado** applicants/employees only: If the Company obtains information bearing on your credit worthiness, credit standing or credit capacity, it will be because the information is substantially related to the job for which you are being considered/are currently occupying and to evaluate (i) whether you can adequately perform the essential functions of your position, (ii) whether you present a potential risk from a fiduciary standpoint, and (iii) whether you would present an unacceptable risk of theft or other dishonest behavior in the job for which you are being considered/are currently occupying.

**Connecticut** applicants/employees only: If the Company obtains information bearing on your credit worthiness, credit standing or credit capacity, it will be because the information is substantially related to the job for which you are being considered/are currently occupying and to evaluate (i) whether you can adequately perform the essential functions of your position, (ii) whether you present a potential risk from a fiduciary standpoint, and (iii) whether you would present an unacceptable risk of theft or other dishonest behavior in the job for which you are being considered/are currently occupying.

**Maryland** applicants/employees only: If the Company obtains information bearing on your credit worthiness, credit standing or credit capacity, it will be because the information is substantially related to the job for which you are being considered/are currently occupying and to evaluate (i) whether you can adequately perform the essential functions of your position, (ii) whether you present a potential risk from a fiduciary standpoint, and (iii) whether you would present an unacceptable risk of theft or other dishonest behavior in the job for which you are being considered/are currently occupying.

**Minnesota** applicants/employees only: You have the right to request a complete and accurate disclosure of the nature and scope of any consumer report from AAIM EA Training and Consulting LLC, the consumer reporting agency at 1600 S. Brentwood Blvd., Suite 400, St. Louis, MO 63144 or by phone 314-754-0236.

**New York** applicants/employees only: Company may request or utilize subsequent consumer reports (other than investigative consumer reports) on you throughout your employment. Upon request, you will be informed whether or not a consumer report was requested, and if such report was requested, informed of the name and address of the CRA that furnished the report. Your written request should be made to Company at Brand Energy Solutions, LLC at 1830 Jasmine, Pasadena, Texas 77503, Human Resources department. You may also contact the Company at 713-473-0022.

**Oregon** applicants/employees only: If the Company obtains information bearing on your credit worthiness, credit standing or credit capacity, it will be because the information is substantially related to the job for which you are being considered/are currently occupying and to evaluate (i) whether you can adequately perform the essential functions of your position, (ii) whether you present a potential risk from a fiduciary standpoint, and (iii) whether you would present an unacceptable risk of theft or other dishonest behavior in the job for which you are being considered/are currently occupying.

**Vermont** applicants/employees only: If the Company obtains information bearing on your credit worthiness, credit standing or credit capacity, it will be because the information is substantially related to the job for which you are being considered/are currently occupying and to evaluate (i) whether you can adequately perform the essential functions of your position, (ii) whether you present a potential risk from a fiduciary standpoint, and (iii) whether you would present an unacceptable risk of theft or other dishonest behavior in the job for which you are being considered/are currently occupying.

**Washington State** applicants/employees only: If the Company obtains information bearing on your credit worthiness, credit standing or credit capacity, it will be because the information is substantially related to the job for which you are being considered/are currently occupying and to evaluate (i) whether you can adequately perform the essential functions of your position, (ii) whether you present a potential risk from a fiduciary standpoint, and (iii) whether you would present an unacceptable risk of theft or other dishonest behavior in the job for which you are being considered/are currently occupying.

## **Worker's Compensation Fraud Notification**

Please read this notification carefully. It contains information about workers' compensation that you should know. The laws prohibiting workers' compensation fraud apply equally to injured workers, employers, insurers, and third parties, as well as all others acting on their behalf.

Workers' compensation fraud is a crime under state law. If you are an injured worker, it is unlawful for you to work and receive workers' compensation benefits, except for medical benefits and supplemental earnings benefits. Laws provide that:

- It is unlawful for you or someone on your behalf to willfully make a false statement or representation in order to obtain or to defeat workers' compensation benefits.
- It is unlawful for you or someone on your behalf to assist or counsel an employer or injured worker to willfully make a false statement or representation.
- If the benefits unlawfully claimed or obtained have a value of \$10,000 or more, then the violator shall be imprisoned with or without hard labor for up to 10 years, be fined up to \$5,000, or both.
- If the benefits unlawfully claimed or obtained have a value of \$2,500 up to \$10,000, then the violator shall be imprisoned with or without hard labor for up to 5 years, be fined up to \$5,000, or both.
- If the benefits unlawfully claimed or obtained have a value of less than \$2,500, the violator shall be imprisoned for up to 6 months, be fined up to \$500, or both.
- In addition to the criminal penalties, the violator may be assessed civil penalties of a fine of up to \$5,000, and may forfeit their right to receive workers' compensation benefits.

If you are an injured worker, you must notify your employer/insurance company in writing of any changes in your circumstances relative to your claim for workers' compensation benefits, such as employment status, the earning of wages, receipt of unemployment benefits, receipt of social security benefits, or receipt of retirement benefits.

In addition, workers' compensation fraud may be punishable under federal law.

19 U.S.C.A. 1341 & 1343 provided that:

- It is unlawful for you or someone on your behalf to use the mail to defraud or to swindle.
- It is unlawful for you or someone on your behalf to use the telephone to fraudulently obtain money or property.
- Anyone committing wire fraud and/or mail fraud shall be fined up to \$1,000, be imprisoned up to 5 years, or both.

### **CERTIFICATION**

Please be advised that it is a felony in many states to file or collaborate with someone in filing a fraudulent workers' compensation claim. Company will investigate and prosecute fraudulent claims to the maximum extent of the law and such participation may lead to discipline up to and including termination.

### **CA Workers Comp Notice**

#### **IMPORTANT INFORMATION ABOUT MEDICAL CARE IF YOU HAVE A WORK-RELATED INJURY OR ILLNESS**

(Title 8, California Code of Regulations, section 9767.12)

California law requires Brand to provide and pay for medical treatment if you are injured at work. Brand has chosen to provide this medical care by using a Workers' Compensation physician network called a Medical Provider Network (MPN). This MPN is administered by Coventry. Brand's workers' compensation carrier is ACE American Insurance.

To locate a doctor within your MPN please visit the Broadspire website at [www.broadspireppo.com](http://www.broadspireppo.com) then select CALIFORNIA MPN or you can contact Broadspire at 800-732-7475.

If you want to get additional information on how the MPN works, please refer to the MPN Manual posted in the office.

**Worker's Compensation Fraud Notification**

I have received information that tells me how to get health care under workers' compensation insurance.

If I am hurt on the job and live in the service area described in this information, I understand that:

1. I must go to my treating doctor for all health care for my injury. If I need a specialist, my treating doctor will refer me. If I need emergency care, I may go anywhere.
2. The insurance carrier will pay the treating doctor and other network providers.
3. I might have to pay the bill if I get health care from someone other than a network doctor without network approval.